



**PUBLIC NOTICE
THE ELOY CITY COUNCIL**

Meets

MONDAY, JUNE 23, 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

1. First Things First Presentation on the Health & Development of Young Children in Arizona

B. Unscheduled

VI. Reports and Announcements

A. Mayor's Announcements

B. Council Members' Announcements

C. City Manager's Announcements

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. Please note that there are no meeting minutes to

Celine A. Kidwell

review for this Council meeting.

- | | |
|---|----------------|
| *B. Mayor and Council to consider appointing Larry Ginn to fill a current vacancy on the Parks, Recreation and Library Board as a regular board member with his term expiring on June 23, 2028. | Paul Anchondo |
| *C. Consideration and Possible Approval of the Purchase and Installation of Two Fabric Shade Structure Canopies at Jones Park and Trekell Park, for a Total Amount of \$138,860.69. | Paul Anchondo |
| *D. Approval of an Intergovernmental Agreement (IGA) between the City of Eloy and Pinal County to allow employees of the City of Eloy Public Works Department to participate in the Annual Pinal County Safety Rodeo | Matt Rencher |
| *E. Approval of an Intergovernmental Agreement (IGA) between the City of Eloy and the Eloy Housing Authority (EHA) for the continued provision of administrative services necessary to assist with the dissolution of the EHA and the disposition of remaining assets. | David Malewitz |
| *F. Adoption of Resolution No. 25-1621 approving the submission of an application on behalf of the Eloy Fire District for Proposition 202 Grant Funds from the Ak-Chin Indian Community in the amount of \$32,518 for the use of funds for the purchasing of one (1) Roto-Decon SCBA Washer for personnel equipment for the Eloy Fire District. | David Malewitz |
| *G. Adoption of Resolution No. 25-1623 accepting the Eloy Housing Authority (EHA) Board of Commissioners' Amendment to the Resolution approving the extension of the dissolution of the Eloy Housing Authority Board of Commissioners from December 31, 2025, to December 31, 2026. | David Malewitz |

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

- | | |
|---|----------------|
| A. Consideration and possible approval of the Eloy Housing Authority's recommended fair market value of \$165,000 for the sale of the Eloy Housing Authority Administration Building to the City of Eloy and authorization for City staff to proceed with the negotiations of the property acquisition until the Eloy Housing Authority Board of Commissioners approves and presents a Purchase and Sale Agreement for City Council consideration and approval at a later date. | David Malewitz |
| B. Adoption of Resolution No. 25-1618 adopting the Consolidated rate and fee schedule for the City of Eloy with the effective date of August 1, 2025. | Brian Wright |
| C. Adoption of Resolution No. 25-1619 Amending Resolution No. 15-1353 | |

implementing new sanitation rates, rate components, and fees, and increasing charges for the City of Eloy Sanitation System with an effective date of August 1, 2025.

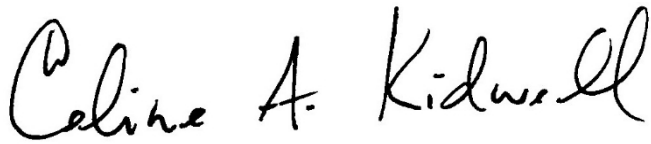
IX. Executive Session

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 18, 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.”

A handwritten signature in black ink that reads "Celine A. Kidwell". The signature is fluid and cursive, with the first name "Celine" being the most prominent.

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: 6/23/2025

Date submitted:
06/05/2025

Action: Other

Subject: Scheduled

Date requested:
6/23/2025

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.A.1.**

Date: **6/23/2025**

Date submitted:
06/16/2025

Action: Other

**Subject: First Things First
Presentation on the Health &
Development of Young Children in
Arizona**

Date requested:
6/23/2025

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney



First Things First-Pinal Region Eloy

Katrina DeVinny
Pinal Regional Director

Picturing Arizona's Future

Our Mission

First Things First is one of the critical partners in creating a family-centered, comprehensive, collaborative and high-quality early childhood system that supports the development, health and early education of all Arizona's children birth through age 5.

Our Vision

All Arizona's children are ready to succeed in school and in life.

FIRST THINGS FIRST

- Created by voters in 2006.
- Funded by tobacco tax.
- 93% of funds go to programs for **young children** and families.



This is **how we work.**



First Things First
& Families



Grantees & Partners



Children



Early childhood impacts a lifetime.

- Kindergarten readiness
- 3rd grade reading scores
- High school graduation rates
- Workforce readiness
- Health and well-being





Our shared vision for Eloy

- Healthy children
- Successful students
- Thriving communities



Quality child care supports skills like **problem-solving, communication** and **social interaction** which begin to develop in the first five years.



“The ability to recruit and retain top talent is more important than ever, and child care is key to solving many of the workforce challenges that Arizona businesses face.

That’s why the business community needs to be part of finding solutions to the child care crisis.”

Danny Seiden

President & CEO

AZ Chamber of Commerce & Industry

The Business Case for Childcare

IMPACT OF INSUFFICIENT CHILD CARE TO ARIZONA BUSINESSES

Over the Last Year, AZ Parents Reported:

INCREASED COST

90% say that child care costs have escalated

LESS OPTIONS

73% say that child care options have decreased

QUIT WORK

35% have left a job due to child care issues

MISSED WORK

82% have reported absence due to child care issues

Arizona doesn't work if childcare doesn't work. High quality child care is a smart investment for Arizona employers. Inadequate options for stable, reliable child care take a heavy toll on Arizona's working parents, employers and state revenues.

INCREASED

- High School Graduation
- College Matriculation
- Economic Development & Personal Income

DECREASED

- Special Education/Remediation
- Dependence on Social Welfare
- Crime-related Costs & Incarceration Rates

Employers lose over \$1 billion annually due to employee absences and turnover.



Early learning is a smart investment.



INCREASED ————— DECREASED

- High school graduation
- Post-secondary education & training
- Healthy outcomes & higher personal income
- Special education/grade retention
- Dependence on social welfare
- Crime related costs & incarceration rates

Arizona **works**
when child care
works.



State of Child Care

Eloy, Arizona



Enhancing
Early Childhood

Question of the Day

Is child care considered a service or part of the educational continuum for children of Eloy?



— SUPPORTED BY —
 **FIRST THINGS FIRST**



Enhancing
Early Childhood

Eloy Child Care Gap Data

Demand: 1534 Children

Supply: 156 Child Care Slots Currently

Gap: 1378 Child Care Slots Needed

Percentage Gap: 90%

Total of 6 child care programs licensed or contracted with DES

Eloy Child Care Options

Head Start

C.P.L.C/Eloy Migrant & Seasonal Head Start

Eloy Head Start

George Washington Carver Center

Toltec Head Start

Family Child Care

Garcia's Family Child Care

Futuros Presidentes Family Child Care

Staffing Crisis Statewide

- 69% have staffing shortages
- 26% have longer waitlists
- 20% have unopened classrooms
- 20% have reduced operating hours
- 45% struggle to recruit new staff



Staffing Challenges

- Unlivable Wages:
 - Median wage \$14.78-15.00/hour.
 - Minimum wage is \$14.35/hour.
 - Estimated wages should be \$21.11-\$25.95/hour
- Employee benefits are limited.
- Difficult working conditions.
- Lack of community support.



Expansion is needed...

Yet, providers can't just increase prices to
afford expansion.

Families can't afford to pay more.



Cost of care

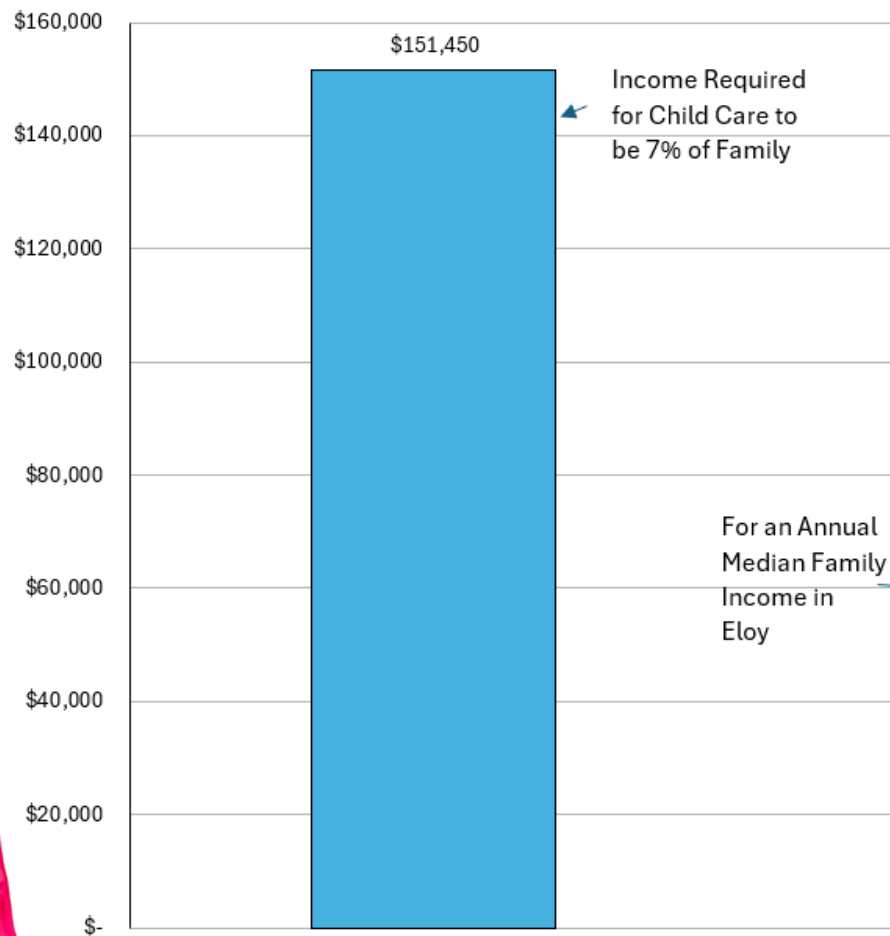
- Child care costs have grown **2x** as fast as overall inflation since the 1990s.
- Child care is considered affordable if it costs **7%** or less of family income; yet many AZ families pay far more.
 - Average annual cost of center-based care for one infant in Pinal County is **\$10,602**



Child Care Is Not Affordable



Income Required for Affordable Child Care in Eloy



- A strong and thriving network of family, friend, and neighbor care
- Expanded access to regulated family child care homes
- Increased capacity (hours, spaces) of current public and private centers
- Community investments in child care centers
- A single location for families to access existing community resources

“

What is our vision for quality child care for
Pinal County families?

”



Solving the Child Care Crisis

We need everyone's support.

Contact:

Katrina Devinny

kdevinny@firstthingsfirst.org

Dawn Wilkinson

dawn@enhancingearlychildhood.com



SUPPORTED BY
 **FIRST THINGS FIRST**



Enhancing
Early Childhood

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: V.B.

Date: 6/23/2025

Date submitted:
06/05/2025

Action: Other

Subject: Unscheduled

Date requested:
6/23/2025

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: **6/23/2025**

Date submitted:
06/05/2025

Action: Formal

Subject: Please note that there are no meeting minutes to review for this Council meeting.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper", is written over a horizontal line.

Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.B.**

Date: **6/23/2025**

Date submitted:
06/12/2025

Action: Formal

Subject: Mayor and Council to consider appointing Larry Ginn to fill a current vacancy on the Parks, Recreation and Library Board as a regular board member with his term expiring on June 23, 2028.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: Paul Anchondo

RECOMMENDATION:

Staff recommends the appointment of Larry Ginn to the Parks, Recreation and Library Board for a term of appointment expiring on June 23, 2028 or until a successor has been appointed by the Council.

DISCUSSION:

On March 25, 2025, the Eloy City Council approved a recommendation to form a subcommittee to review and interview candidates for a vacant seat on the Parks, Recreation, and Library Board. Two applications were received for consideration. Subsequently, staff reached out to both applicants to schedule interviews. Mr. Larry Ginn was the only applicant who responded to these outreach efforts.

After consulting with the designated Council subcommittee, staff recommends that Mr. Larry Ginn be appointed to fill the current vacancy on the Parks, Recreation, and Library Board.

Mr. Ginn brings an extensive and diverse background in public service, community engagement, youth mentorship, and emergency response. He previously served as a Chaplain for the City of Long Beach Fire Department and participated in recruitment interviews for the Long Beach Police Department. His credentials include certification in Trauma, Crisis, and Grief Counseling through Victim Relief Ministries (VRM), and he served as a lead facilitator for parenting classes at the Long Beach Unified School District (LBUSD) Truancy Center.

In addition to his professional and civic roles, Mr. Ginn has a strong history of youth advocacy. He has been involved with the Greater Long Beach Workforce Development Board Youth Council and has supported youth sports programs and mentoring initiatives. His efforts include developing team mentoring programs for K-12 students, bullying prevention, parent-teen truancy programs, and participating in middle school reading and career days. Given his qualifications, community involvement, and dedication to public service, Mr. Ginn is well-positioned to contribute meaningfully to the

Parks, Recreation and Library Board.

Staff recommends that the Council appoint Mr. Larry Ginn to a three-year term on the Parks, Recreation, and Library board with his term of office expiring on June 23, 2028. A copy of Mr. Ginn's application has been provided to the council for review.

FISCAL IMPACT:

There is no fiscal impact associated with this appointment.

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

Parks, Recreation and Library Advisory Board

MEMBER NAME	ADDRESS	PHONE	EMAIL	APPT'D	TERM EXP.
Jerry Olveda	507 W. 4th Street	520-709-1170	jerry.olveda@eloyesd.net	08/21	08/27
Ronda Olson (Chairperson)	5244 N. Tonopah Drive	425-998-3426	rcobeth@gmail.com	12/21	12/27
Anita Hunt	121 S. Seneca Drive	480-939-1132	anita_hunt@hotmail.com	4/23	4/26
Aurelia Saucedo	405 E. 4th Street	520-450-1358	aureliasauceda@hotmail.com	08/23	08/27
Tanya Cruz (Vice -Chairperson)	908 N. Myers Boulevard	520-759-0710	tccruz37@hotmail.com	08/23	08/27
VACANT					
VACANT (HIGH SCHOOL STUDENT)					
EX-OFFICIO MEMBER:					
JOSE GARCIA	217 N. E Street (PO Box 662)	602-326-3569	jose.garcia@eloyaz.gov	11/24	11/27
STAFF REPRESENTATIVE:					
Community Services Director		520-466-7351			

- 1. Method of Appointment:** Appointment made by City Council.
- 2. Number of Members:** Eight (8) member board (7 voting members and 1 nonvoting ex-officio member). One voting member being a student enrolled in a high school within the City limits.
- 3. Term of Board Members:** Members serve a three (3) year term.
- 4. Method of Appointing Officers:** Chairperson and Vice-Chairperson elected by Board at the first meeting held in any calendar year.

Boards, Commissions and Committees Application

City of Eloy Boards/Commissions/Committees Application

Today's Date	2/26/2025
Which Board, Commission or Committee are you applying for?	Parks, Recreation and Library Advisory Board
Title	Mr.
First Name	Larry
Last Name	Ginn
Home Address	5667 N Dakota Dr.
City	ELOY
State	AZ
Zip	85131
Mailing Address (if different from above)	5667 N Dakota Dr.
City	ELOY
State	AZ
Zip	85131
Phone Number	5625443304
Cell Phone Number	5625443304
Work Number	5624987400
Email Address	ginndjj@verizon.net
Are you older than 18 years of age?	Yes
Do you live in the incorporated boundaries of Eloy?	Yes

How many years have you lived in Eloy?	5
Name of Employer	Alpha Covenant Inc.
How long?	20+
Please list any organizations with which you have been affiliated	Served as a Chaplin for the City of Long Beach Fire Department, a member of VRM (Victim Relief Ministries), where he is certified in Trauma, Crisis and Grief counseling, and was lead facilitator for Parent and Teens Parenting Classes for LBUSD Truancy Center. City of Long Beach Ca. as a Safety Commissioner. Served American Baptist Churches of Los Angeles (ABCLA) region as an Executive Board member. Trained and certified with City of Long Beach CERT (Community Emergency Response Team), Leadership Long Beach Graduate and Board Member, served as a City of Long Beach Fire Department Chaplin and interviewed future recruits for the LBPD (Long Beach Police Department). BBS (Board of Behavioral Science), California, CAMFT (California Association of Marriage and Family Therapist), and AAMFT (American Association of Marriage and Family Therapy) and The Greater Long Beach Workforce Development Board Youth Council. RR Softball Organization.
Education	Long Beach Poly High School, Springfield College, Springfield Massachusetts and graduate of Azusa Pacific University, Azusa California State University,
Additional Information	Worked with youth sports programs in Long Beach California. Developed team mentoring programs k thru 12, Bullying and Parent teen truancy programs. Participated in middle schools reading and career day.
Please describe any relevant experience which will help you serve on the Board or Commission of your choice	Experience in working with civic, business, faith based, educational and non-profit organizations.
Certification	By checking this box you are certifying all the information contained in this application is true and complete to the best of your knowledge.
Signature	Larry Ginn

Date	2/26/2025
Resume	<i>Field not completed.</i>

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.C.**

Date: **6/23/2025**

Date submitted:
06/10/2025

Action: Formal

Subject: Consideration and Possible Approval of the Purchase and Installation of Two Fabric Shade Structure Canopies at Jones Park and Trekell Park, for a Total Amount of \$138,860.69.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: Paul Anchondo

RECOMMENDATION:

Staff recommends that the City Council approve the purchase and installation of two fabric shade structure canopies at Jones Park and Trekell Park in the total amount of \$138,860.69.

DISCUSSION:

In June 2024, the City of Eloy applied for a grant from the Tohono O'odham Nation for the purchase and installation of two (2) shade structures to be placed over existing playground equipment at Jones Park and Trekell Park. At the time of application, the total estimated cost for the project was \$98,248.04. In September 2024, the City was notified that our grant application was successful. Subsequently, on September 23, 2024, the City Council adopted Resolution No. 24-1590, formally accepting the grant award of \$98,248.04 from the Tohono O'odham Nation State-Shared Revenue Program.

Since the submission of the original grant application, overall project costs have exceeded initial projections. The updated total project estimate stands at \$138,860.69, indicating a variance of \$40,612.65 from the originally approved grant allocation. To secure full funding and facilitate project advancement, the Community Services Department recommends the implementation of a funding strategy that incorporates a combination of:

- **\$98,248.04 - Tohono O'odham Nation grant funds**
- **\$15,503.66 - Park Impact Fees**
- **\$25,108.99 - 2% Food Tax – Community/Development Fund**

This strategy ensures the project can proceed without delay, while minimizing the impact on the City's general fund.

Both **Jones Park** and **Trekell Park** are popular recreational spaces, frequently used by

families and children throughout the year. During summer months, **excessive** heat and sun exposure can make playground equipment unsafe, often reaching temperatures that pose serious burn and heat illness risks, especially for younger children. Installing shade structures over the existing play equipment will:

- **Reduce surface temperatures**
- **Protect children and families from harmful UV rays**
- **Improve safety and comfort**

This is a proactive investment in the long-term safety, wellness, and quality of life for our residents.

The shade structures and installation services will be procured using the **Sourcewell Cooperative Purchasing Contract No. 010521-LTS-3**, which streamlines the process and ensures compliance with public procurement standards.

The project will include:

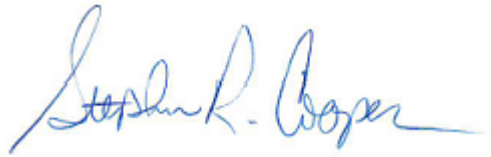
- Purchase of two high-quality, prefabricated playground shade structures
- Site preparation and professional installation
- Oversight and coordination by the Community Services Department to ensure alignment with all safety and design standards
- A 12-month warranty on all installation labor and materials, and a warranty of 10 years on fabric and structural integrity of the steel, from the date of invoice.

FISCAL IMPACT:

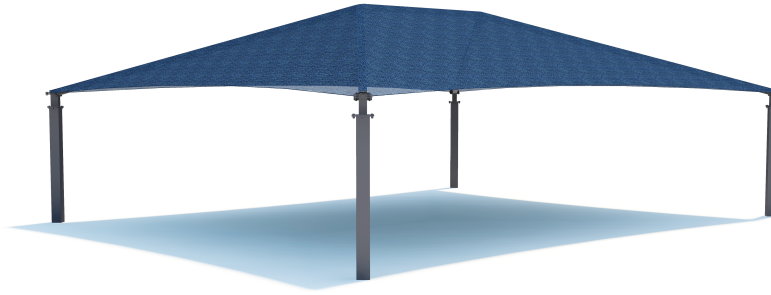
Total Project Cost: **\$138,860.69**

- **\$98,248.04 - Tohono O'odham Nation grant funds**
- **\$15,503.66 - Park Impact Fees**
- **\$25,108.99 - 2% Food Tax – Community/Development Fund**

Approved as to Form:



Stephen R. Cooper, City Attorney



Structure Q-092297 Details

Structure Type	Superspan 4 Column	Weight of Each Column	642.3 lbs
Model Number	Superspan Hip 4 Post	Column Steel Size	HSS 10x10x0.25
Structure Size	Length 60 ft 0 in Width 45 ft 0 in	Weight of Upper Frame (Total)	5269.7 lbs
Entry Height	16 ft 0 in	Upper Frame Steel Size	HSS 8.00 x 6.00 x 0.25
No. of Columns	4	Weight of Entire Structure (Each)	7838.94 lbs
Number of Fabric Tops	1	Est. Pier Footing Size	2.50 Diam. x 12.00 Deep
Fabric Type	Shadesure	Est. Pier Footing Concrete (Each)	2.18 Cubic Yards
Fabric Color:	Arizona 200000SAZ 	Est. Spread Footing Size	8.00 Sq x 3.00 Deep
Fabric Attachment Type	Standard	Est. Spread Footing Concrete (Each)	7.11 Cubic Yards
Frame Finish	Polyester-TGIC Powder Coating	Building Code	INTERNATIONAL BUILDING CODE 2018
Frame Color	FOREST GREEN-115618FRG	Wind Load Fabric On (Max)	115 MPH*
Electrical Access	None	Snow Load Fabric On (Max)	5 PSF
Cable/Hardware Finish	Stainless Steel	Column Attachment Type	Recessed Base Plate
Anchor Bolts Included	Yes	Other	



Payment Address
Miracle Recreation Equipment Company
PO Box 734154
Dallas TX 75373-4154
Phone # (800) 264-7225
Fax # (877) 215-3869
sales@miracleplayground.com
www.miracle-recreation.com

Estimate Number	MREC 7961
Estimate Date	02-26-2025
Expiration Date	07-04-2025

Customer	City of Eloy
Name	Paul Anchondo
Phone	(520) 466-7351
Email	panchondo@eloyaz.gov

Sales Rep	Monte Corley
Email	monte@miracleplayground.com

Payment Terms	Net 30
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Project Name
Jones Park/Trekkel Park Shade Eloy

Item # & Description	Quantity	Price	Discount	Total
USA Shade - Jones Superspan Hip 4 Post Length 50 ft 0 in x Width 45 ft 0 in by 15 ft 0 in Entry Shadesure Fabric Powdercoated Drilled Pier Galvanized cables/hardware Anchor bolts included	1	\$35,126.21	-\$2,107.57	\$33,018.64

USA Shade - Trekkel Superspan Hip 4 Post Length 56 ft 0 in x Width 40 ft 0 in by 15 ft 0 in Entry Shadesure Fabric Powdercoated Drilled Pier Galvanized cables/hardware Anchor bolts included	1	\$34,964.00	-\$3,496.40	\$31,467.60
				\$64,486.24
BUILDING CODE: TBD WIND LOAD FABRIC ON (MAX): 115 MPH SNOW LOAD FABRIC ON (MAX): 5 PSF Pricing and terms per Sourcewell Contract 010521-LTS-3				

Sales Tax (8.6%)
\$5,545.82

Product Total
\$70,032.05

Item	Description	Quantity	Rate
Freight USA Shade	Freight USA Shade - Jones	1	\$5,906.00
Stamped Drawings	Stamped Drawings- Jones Stamped Drawing for SUPERSPAN	1	\$850.00
Installation	Installation- Jones Install USA Shade Fabric Shade 45'x50' Shade Sail with 15'-21' entry, (4) columns, (4) pier footings up to 36"x156", recessed base plate. (Permitting by others) Install by Competitive Edge Contracting, ROC # 343795 ADD OPTION (Local) Hire private line locator (Local) \$1524.00	1	\$27,976.05

\$34,732.05

EXCLUSION

Site security is excluded from this proposal unless otherwise noted. If required, please request that site security fencing or orange snow fencing be added to this proposal. Additional exclusions listed below.

**DOES NOT INCLUDE PERMITS
DOES NOT INCLUDE ARCHITECTURAL SITE PLAN IF REQUIRED**

Sales Tax **\$0.00**

Shipping, Handling and Non Taxable Services Total \$34,732.05

Item	Description	Quantity	Rate
Freight USA Shade	Freight USA Shade - Trekkel	1	\$5,122.19
Stamped Drawings	Stamped Drawings - Trekkel Stamped Drawing for SUPERSPAN	1	\$850.00
Installation	Installation - Trekkel Install USA Shade Fabric Shade Install USA Shade Fabric Shade 40'x56'x15'e Hip, (4) columns, includes (4) pier footings up to 30"x144", recessed base plate. (Anchor bolts and templates to be furnished by others if applicable. Permitting by others) Includes remove/dispose of existing play structure roof (3). ADD OPTION (OT) Hire private line locator (Out-of-town) \$1,524.00 (Permitting by others) Install by Competitive Edge Contracting, ROC # 343795	1	\$28,124.40

\$34,096.59

EXCLUSION

Site security is excluded from this proposal unless otherwise noted. If required, please request that site security fencing or orange snow fencing be added to this proposal. Additional exclusions listed below.

**DOES NOT INCLUDE PERMITS
DOES NOT INCLUDE ARCHITECTURAL SITE PLAN IF REQUIRED**

Sales Tax \$0.00

Shipping, Handling and Non Taxable Services Total \$34,096.59

Grand Total	\$138,860.69
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NOTES AND EXCLUSIONS:

- This estimate shall not become binding until signed and returned for approval.
- A signature indicates acceptance of all terms, conditions, and prices listed.
- A signed quote will not substitute for a Purchase Order if one is required by the Customer. **Make purchase orders out to Miracle Recreation.**
- Exclusions: All Unloading, Storage, Installation, Site Work, Fees & Permits, outside of the quoted above.
- **All signed quotes and/or purchase orders should be emailed to sales@miracleplayground.com or faxed to 877-215-3869. Hard copies can be mailed to Miracle Playground Sales 1101 California Ave Suite 209 Corona, CA 92881**

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by the customer in writing or otherwise, as material alterations, and all such terms shall be void. The customer authorizes Miracle to ship the equipment and pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via a common carrier designated by Miracle. The customer agrees to pay all additional service charges for past due invoices per the terms listed above. The customer must provide proper tax exemption certificates to Miracle and promptly pay and discharge all applicable taxes, license fees, levies, and dismiss other impositions on the equipment at its sole expense.

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CONTRACT EXTENSION

Contract Number: #010521-LTS

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc. (Vendor) 11515 Vanstory Drive, Huntersville, NC 28078 have entered into Contract #010521-LTS for the procurement of Playground and Water Play Equipment with Related Accessories and Services. The Contract has an expiration date of February 17, 2025, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of February 17, 2026. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/23/2023 | 10:52 AM CDT

PlayPower, Inc.
DocuSigned by:

By: B286C633F68749C...
W. Todd Brinker
Title:
Date: 9/25/2023 | 4:14 PM CDT

**Solicitation Number: RFP #010521****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PlayPower, Inc., 11515 Vanstory Drive #100, Huntersville, NC 28078 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Playground and Water Play Equipment with Related Accessories and Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 17, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government.

The following list only applies when a Participating Entity accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

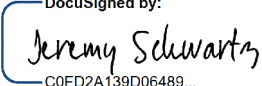
K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO

2/15/2021 | 10:36 PM CST
Date: _____

Approved:

DocuSigned by:

7E42B8F817A64CC...
By: _____
Chad Coquette
Title: Executive Director/CEO
2/15/2021 | 10:46 PM CST
Date: _____

PlayPower, Inc.

DocuSigned by:

B286C633F68749C...
By: _____
W. Todd Brinker
Title: Senior Vice President Global Sales &
Marketing Outdoor Play

2/15/2021 | 2:23 PM CST
Date: _____

RFP 010521 - Playground and Water Play Equipment with Related Accessories and Services

Vendor Details

Company Name: PlayPower
Address: 11515 Vanstory Drive
Suite 100
Huntersville, NC 28078
Contact: Christine Stepp
Email: christine.stepp@playpower.com
Phone: 570-259-5466
HST#: 431681424

Submission Details

Created On: Tuesday November 17, 2020 12:27:42
Submitted On: Tuesday January 05, 2021 16:13:14
Submitted By: Christine Stepp
Email: christine.stepp@playpower.com
Transaction #: 21ef8062-9c3f-45fb-8ccb-e615e3baf910
Submitter's IP Address: 149.20.204.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	PlayPower, Inc.	*
2	Proposer Address:	11515 Vanstory Drive #100, Huntersville, NC 28078	*
3	Proposer website address:	www.PlayPower.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	W. Todd Brinker Senior Vice President, Global Sales & Marketing Outdoor Play 11515 Vanstory Drive, Suite 100 Huntersville, NC 28078 704-576-7928	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Christine Stepp Sales, Marketing and Contract Administrator 1000 Buffalo Road, Lewisburg, PA 17837 570-522-5441	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Bill Wilhite – EZ Dock Phone: 417 -737-2110 Email: Bill.Wilhite@playpower.com Brett Kidd - Little Tikes Commercial Phone: 678-432-0077 Cell: 573-701-2236 Email: Brett.Kidd@playpower.com Mike Sutton – Miracle Recreation Phone: 724-458-4986 Cell: 715-922-8707 Email: Mike.Sutton@playpower.com Jennifer Smith Phone: 225-907-4749 Cell: 225-424-8843 Email: Jennifer@nofault.com David Sheedy – Playworld Phone: 573-366-6337 Email: David.Sheedy@playpower.com Christine Stepp – PlayPower Phone: 527-259-5466 Email: Christine.Stepp@playpower.com Brock Hodge - Soft Play Phone: 704-948-3430 Mobile: 704-904-4067 Email: Brock.Hodge@playpower.com Kevin Spence – USA Shade Phone: 214-269-4112 Mobile: 214-587-9397 Email: kevin.spence@USA-Shade.com Dan Sullivan – Wabash Valley Phone: 813-760-0382 Email: daniel.sullivan@playpower.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PlayPower, Inc. is the WORLD'S LARGEST, fully integrated manufacturer of commercial playground equipment, park & site amenities, fabric shade structures, floating dock systems, lifts for boats and personal water craft, innovative surfacing products and indoor contained play structures. PlayPower is headquartered in Huntersville NC, with marketing, sales and manufacturing facilities in Baton Rouge, LA, Englewood, CO, Monett MO, Dallas TX, Lewisburg PA, Huntersville NC, United Kingdom, Poland and Scotland. PlayPower's VISION is to be the leader in creating legendary play and recreation experiences around the world. PlayPower's MISSION is to design and manufacture fun and safe play and recreation equipment for all ages and abilities. We will be recognized as the leader for inspiring and creating innovative products and providing superior customer service. We will leverage our brands globally to the benefit of those who use our products and to our customers, employees, and shareholders. PlayPower VALUES honesty and integrity, respect and caring for others, openness and collaboration, individual and team accountability, passion and purpose. PlayPower began in 1927 with Miracle Recreation and is now comprised of multiple companies (brands) focused on playgrounds, commercial recreation and leisure. PlayPower's impressive portfolio of companies include: - o Miracle Recreation Equipment Company - o Little Tikes Commercial - o Playworld - o Wabash Valley - o EZ Dock - o USA Shade & Fabric Structures - o Soft Play - o Playtime - o No Fault - o Tayplay - o HAGS (international only) PlayPower's companies are leaders in the markets in which they serve and in combination, have HUNDREDS of years of experience bringing play and recreation to life.
8	What are your company's expectations in the event of an award?	• We will launch our contract heavily by targeting Sourcewell members with all of our North American brands: Little Tikes Commercial, Miracle Recreation, Playworld, EZ Dock, Soft Play, USA Shade, Wabash Valley and No Fault • We will continue to lead Sourcewell as our North American and Canadian cooperative contract solution, marketing through our corporate websites, dealer/rep websites, catalogs, brochures, mailings, social media, and trade shows • Our expectation, with having multiple brands in our portfolio, and as a turnkey solution, PlayPower's Sourcewell contract sales would exceed \$100M over the term of the contract.
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please refer to the PlayPower Holdings Inc. and Subsidiaries 2019 Final pdf attached to this response.
10	What is your US market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's Outdoor Playground equipment market share is approximately 33.0% in the United States.
11	What is your Canadian market share for the solutions that you are proposing?	According to the Q2 2020 IPEMA Report (latest report), PlayPower's market share is 26.0% in Canada.
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	PlayPower, Inc. Is a manufacturer of Recreation and Playground Equipment, Accessories and Supplies. PlayPower Inc., with a few exceptions of direct sales representatives, operates with independent representatives/dealers that cover all areas of North America and Internationally. All representatives, as contractually responsible, sell, deliver and coordinate installation of all products proposed within this RFP. In addition, PlayPower's installers are factory certified to repair and service PlayPower's recreation and playground equipment, accessories, and supplies.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	PlayPower is licensed to sell in all 50 states, 10 provinces and globally. We are committed to provide Sourcewell and their members a safe, enjoyable, positive environment to play and grow. Our commitment to provide such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines, we also actively participate in ASTM and CPSC development, and are active members of IPEMA. Our employees, sales representatives, distributors, dealers and trained installers take great pride in the commitment of safety in every aspect of designing, manufacturing and installing recreation and playground equipment, accessories and supplies. They have the knowledge and experience to provide positive recreation and play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487 & ASTM F2373, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logos in all of PlayPower's outdoor brand catalogs signifies PlayPower has received written validation from the independent laboratory that the product(s) associated with the use of the logo conforms with the requirements of the indicated standard. Please refer to IPEMA's web site to confirm product certification.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *																																																				
16	Describe any relevant industry awards or recognition that your company has received in the past five years	• PlayForm 7 – Playworld – 2016 IDEA Silver Award. Recognized by Architect’s newspaper best products of 2016 award • PlayCubes – Playworld – Winner of Architectural Records 2016 Product of the Year • The Chicago Athenaeum: Museum of Architecture and Design awarded Playworld with The Good Design Award for PlayCubes, published in the Good Design Yearbook for 2019-2020. • NRPA Best Booth – Miracle - 2018																																																				
17	What percentage of your sales are to the governmental sector in the past three years	PlayPower percentage of sales to the government sector as as follows: 2020 - 62% 2019 - 66% 2018 - 71%																																																				
18	What percentage of your sales are to the education sector in the past three years	PlayPower percentage of sales to the education sector are as follows: 2020 - 29% 2019 - 25% 2018 - 22%																																																				
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2018</td><td>2019</td><td>2020</td></tr><tr><td>CMAS</td><td>\$429,901.58</td><td>-</td><td>-</td></tr><tr><td>COA</td><td>-</td><td>\$205,565.74</td><td>\$55,895.35</td></tr><tr><td>COSTARS</td><td>\$102,812.68</td><td>\$376,404.54</td><td>\$351,116.88</td></tr><tr><td>DE USAGE</td><td>\$5,690.00</td><td>\$17,322.82</td><td>\$10,690.00</td></tr><tr><td>NJ STATE</td><td>\$295,687.34</td><td>\$442,753.06</td><td>\$239,850.35</td></tr><tr><td>PREP</td><td>-</td><td>\$237,565.00</td><td>\$561,812.00</td></tr><tr><td>SOURCEWEL</td><td>\$38,840,671.82</td><td>\$29,092,389.51</td><td>\$26,043,818.71</td></tr><tr><td>HGAC</td><td>\$1,192,953</td><td>\$236,858</td><td>\$87,436</td></tr><tr><td>NASPO</td><td>\$2,256,692</td><td>\$946,192</td><td></td></tr><tr><td>\$288,288</td><td></td><td></td><td></td></tr><tr><td>KPN</td><td>\$212,068</td><td>\$15,496</td><td></td></tr><tr><td>\$2,703</td><td></td><td></td><td></td></tr></table>		2018	2019	2020	CMAS	\$429,901.58	-	-	COA	-	\$205,565.74	\$55,895.35	COSTARS	\$102,812.68	\$376,404.54	\$351,116.88	DE USAGE	\$5,690.00	\$17,322.82	\$10,690.00	NJ STATE	\$295,687.34	\$442,753.06	\$239,850.35	PREP	-	\$237,565.00	\$561,812.00	SOURCEWEL	\$38,840,671.82	\$29,092,389.51	\$26,043,818.71	HGAC	\$1,192,953	\$236,858	\$87,436	NASPO	\$2,256,692	\$946,192		\$288,288				KPN	\$212,068	\$15,496		\$2,703			
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KPN	\$212,068	\$15,496																																																				
\$2,703																																																						
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<table><tr><td></td><td>2019</td><td>2018</td><td>2017</td><td></td><td></td><td></td></tr><tr><td>GS-03F-072GA</td><td></td><td>Miracle Recreation</td><td>\$14,061</td><td>\$94,426</td><td>\$157,563</td><td></td></tr><tr><td>GS-03F-055AA</td><td></td><td>Little Tikes Commercial</td><td>\$41,812</td><td>\$12,788</td><td>\$74,698</td><td></td></tr><tr><td>GS-03F-0071T</td><td></td><td>Playworld</td><td>\$8,680</td><td>\$78,008</td><td>\$84,356</td><td></td></tr><tr><td>GS-03F-0001U</td><td></td><td>USA Shade</td><td>\$75,248</td><td>\$183,919</td><td></td><td></td></tr><tr><td>\$246,227</td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>		2019	2018	2017				GS-03F-072GA		Miracle Recreation	\$14,061	\$94,426	\$157,563		GS-03F-055AA		Little Tikes Commercial	\$41,812	\$12,788	\$74,698		GS-03F-0071T		Playworld	\$8,680	\$78,008	\$84,356		GS-03F-0001U		USA Shade	\$75,248	\$183,919			\$246,227																
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GS-03F-0001U		USA Shade	\$75,248	\$183,919																																																		
\$246,227																																																						

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Saugus Union School District	Lori Rubenstein – Director of Project Maintenance	661-294-5300 (ext. 5154)
Houston County BOE	Bill Dollar – Director of Maintenance	478-447-9301
Northside ISD	Linda Seewald – Coordinator Physical Education and Health	210-397-8630

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ABC Unified School District School	Education	California - CA	Surfacing	\$580,000	\$580,000	*
Northside ISD	Education	Texas - TX	Playground Equipment	\$25,000	\$1,200,000	*
Fulton County School District	Education	Georgia - GA	Playground Equipment	\$16,666	\$1,200,000	*
MS/FEMA CDC Grant	Government	Mississippi - MS	Playground Equipment	\$15,833	\$3,800,000	*
NASA	Government	Florida - FL	Indoor Play Equipment	\$2,200,000	#2,300,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	PlayPower's 700+ professional sales representatives/distributors/dealers are eager to provide service to Sourcewell members. Our large portfolio and sales network provides a significant advantage for Sourcewell members in being able to find almost all of their recreation and playground needs with PlayPower.	*
24	Dealer network or other distribution methods.	The majority of PlayPower's representatives, dealers and distributors are independent agencies, with a few exceptions where territories are covered with direct employees.	*
25	Service force.	All representatives, distributors, dealers and installers are factory trained and certified to either sell and/or service our products. Included is a listing of our comprehensive global list of representatives for each brand.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	All inquiries regarding Customer service, warranty and repair of PlayPower recreation and playground equipment and accessories should be coordinated with our independent representative network. In addition, Sourcewell members can contact each PlayPower division directly. • Little Tikes - Claims can be submitted via email to lrc_customer_care@playpower.com where they are reviewed by our Technical Support Team. Customers can also call 800- 497-5246 and our Customer Service team will be happy to assist during normal business hours (7:00 to 5:00 CST). After hours or on weekends our 24-hour Customer Service Hotline is available by calling 866-LTC-4FUN (866-582-4386) • Miracle - Technical support line (888) 458-2752 seven days a week, 24 hours a day • Playworld –Technical support line (800) 233-8404 is available 24/7 but all calls will be handled during normal business hours 8:00am to 4:30pm EST. We have info@playworld.com for requests and we also have online chat available 8:00am-4:30pm EST on our website. • Wabash Valley – Technical support line (800) 253-8619 during the business hours of 8:00 to 5:00 EST M-F • USA Shade – Technical support line (800) 966-5005 during the business hours of 8:00 to 5:00 CST M-F • EZ Dock -(800) 654-8168, our Technical Support and Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • Soft Play- (800) 782-7529 Ext. 3429, any of our Technical Support or Sales Administration Team will assist during normal business hours 7:00 to 5:00 CST M-F. • No Fault - Main Office 1-800-232-7766 M-F during normal business hours of 8:00am-5:00pm	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in all 50 US states.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All products and services proposed by PlayPower in this RFP are available to Sourcewell members in the 10 provinces of Canada.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	PlayPower covers ALL geographic areas of the United States and Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	PlayPower serves all participating entity sectors and does not have any limitations to do so.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are not any contract restrictions that would apply to members in Hawaii, Alaska and in the US territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	General Marketing Program Strategy: The marketing plan objective is to increase the sales closure rate of SOURCEWELL projects by providing high-quality leads and effective sales tools to our sales representatives. We will promote the program nationally, including a multi-program approach that overlays with our current marketing strategy and plans. Details of those programs are as follows: Catalogs/Brochures • SOURCEWELL Brochures • We have created brochures (one per brand) detailing the benefits of our SOURCEWELL contract that is utilized during sales presentations and trade shows. • Full Line Catalogs • Our full line product catalog is produced and distributed annually and is available in January. • We include information regarding the SOURCEWELL program within the catalogs. Websites: • Features SOURCEWELL in our partner and funding pages on each of our brand websites • https://www.miracle-recreation.com/planning/our-partners/sourcewell/ • https://littletikescommercial.com/sourcewell/ • https://playworld.com/sourcewell • https://www.softplay.com/capabilities/njpa/ • https://www.ez-dock.com/resources/njpa/ Email/PR: • Email Campaigns • SOURCEWELL will be featured in email campaigns to those individuals that have opted-in to that brand e-communications. Social: • Social Media Campaigns • Posts on various social platforms, including Facebook and LinkedIn, per brand Trade Shows • We have a trade show plan in place and shall include representation of the program at each trade show including product brochures. • The 3 outdoor play brands have large booths at the annual NRPA & ASLA tradeshow. Sales Tools/Training • PowerPoint sales presentation was created to discuss selling features and benefits of our Sourcewell contract for PlayPower's representatives. • Regular email newsletter to PlayPower sales representatives from sales VPs, promoting the Sourcewell contract and our sales tools for promoting our Sourcewell contract. • Sales representative communication portal provides training/sales tools/resources for our sales representatives to help promote our Sourcewell contract, programs and services. Examples of our marketing materials as they relate to SOURCEWELL are included separately in the PowerPoint which has been included with this RFP submittal.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our current marketing strategy includes programs to promote our Sourcewell contract, products and services through multiple digital media channels including: • Brand websites, on partner and funding pages • Email marketing campaigns • Social media, including Facebook and LinkedIn
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would expect Sourcewell to market this partnership on Sourcewell's website, at trade shows, in publications and directly to its members. We would expect on rare occasions, a representative of Sourcewell to potentially help with customer calls & visits when needed, and also to attend our annual sales meetings for our outdoor equipment brands. In understanding of this, PlayPower Inc. understands that the success of this program is most contingent upon our marketing of this partnership in the marketplace through publication, trade shows, our websites and direct-to-customer marketing through our vast network of representatives. PlayPower takes great pride in its brands and looks forward to continuing to work with Sourcewell and marketing a partnership that includes sales training for all of our rep partners/distributors/dealers, catalogs and digital marketing. Our commitment and message to Sourcewell and its members will always remain clear and constant: we are 100% committed to Sourcewell from our executive level through our rep network.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Products and services are not available through an e-procurement ordering process. Playgrounds and recreation related products are often very custom driven project by project. Because of this, an e-procurement solution is not feasible with PlayPower's offering of products and services.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	PlayPower is committed to providing safe, reliable products. There is not a need to train Sourcewell members since all of our representatives, dealers, distributors and installers go through extensive product training. Sourcewell members have been invited to visit our factories, however formal training is not required.
37	Describe any technological advances that your proposed products or services offer.	Pride in Engineering and Design: Whatever Sourcewell members' level of recreation and/or playground expertise is, PlayPower will provide as much help as needed. Members can virtually design their own playground equipment, or our network of design consultants will assist every step of the way. Our advanced computer-assisted design (CAD) capabilities provide customers with the most versatile, accurate commercial playground equipment design service available. Our designers use advanced solid modeling (3D) design software to develop new and exciting products. Direct electronic access to accurate, up-to-date product information is available to all PlayPower personnel, which includes PlayPower sales representatives, who can do on-the-spot CAD designs for customers. The design(s) then transmits to our internal system for production. Our consultants have access to all product documentation at all times and can produce instant two-dimensional top views or hidden-line three-dimensional proposal drawings of any custom design. They can also send information to PlayPower for rapid production of high-resolution color views of the design in a variety of sizes. Quality Products, Manufacturing, and Installation: PlayPower's commercial playground equipment, play structures, dock systems etc. are manufactured utilizing proven processes that have been honed over our over combined 200+ years in business. Our state-of-the-art manufacturing processes include, but are not limited to: • Powder-coating paint system • Computer Numeric Controlled pipe/tube bending and plasma cutting for precise and fun designs • Rotational molding machines, including the largest in the industry-- which provide the capacity for more innovative and fun products • Compounded Resin – First in the industry to make/mix our own compounded resins. This is virtually a 99.9999% recycled process with minimal waste. • Laser Tube Cutting – The first manufacturer in the industry to offer this precision method of cutting and creating intricate designs • MIG/TIG weld stations • Robotic welding • Fiberglass fabrication • Custom manufacturing – one of only a few playground manufacturers in the world to offer this • In-house CAD design team to help create your dream playground • All PlayPower representatives and installers are factory trained and certified • PlayPower has a custom design group and custom design facility enabling us to meet every need of Sourcewell members • PlayPower has the engineering, design and manufacturing capability to custom build a greater breadth of equipment than any other source, i.e. outdoor (steel & wood), contained play, early childhood themed, etc. Materials and Innovation: PlayPower creates state-of-the-art recreation, playground equipment, outdoor fitness, dock systems, contained play systems, shade, benches, tables, etc. utilizing the best in materials and processes. Just a few of our state-of-the-art innovations and features are: • Versalok® II clamping system makes installation of components a snap. The clamp is made from up to 100% recycled aluminum alloy, and all fastening hardware is stainless steel and tamper-resistant. • GatorGrip® - Miracle's handrails and rungs feature GatorGrip, with a texture that is friendly and reassuring to small hands. • Flo-Coat® - Our state-of-the-art Flo-Coat® steel tubing was developed specifically for children's playground equipment, and is zinc galvanized coated inside and out for superior resistance to abrasions, scratches, salt, and the elements. • Mira-Cote® - All metal components are finished with Mira-Cote- a durable, electrostatically applied, non-toxic, lead-free, polyester powder coating that's available in almost 30 colors. • Mira-Therm® - All decks, steps, ramps, and bridges, as well as a variety of complementary items, are coated with Mira-Therm®, our proprietary brand of polyvinyl chloride (PVC) containing UV stabilizers, color pigments, and flame retardants. Mira-Therm® coated punched steel with folded edges provides quick drainage, with holes too small for fingers. • Naturtek - Our exclusive material is the most realistic natural imitation in the marketplace. It not only looks real, but feels real. That's because we've been able to replicate the actual

look and feel of real rocks, trees and stumps. This product is unlike any other.

- Gelefish - We've transformed the playground by fusing trend-setting designs with traditional play events that kids love. Gelefish offers a customizable design with countless possibilities of play component configurations delivering more fun-per-foot.
- EZ Dock Flotation Chambers - Simply put, our patented flotation design creates stability. When you walk on an EZ Dock, you will immediately notice the difference when compared to other floating docks. Our docks don't just float, they actually enhance steadiness thanks to the compression and suction of the hollow chambers on the underside.
- EZ Dock Connection Couplers - EZ Dock's patented connection couplers allow sections to move independently under high-stress conditions, while still providing unified firmness. Plus, our polyethylene construction provides outstanding modularity, buoyancy, functionality and safety.
- NEOS outdoor electronic playgrounds were the first of its kind introduced in the marketplace. Our fun electronic games inspire kids of all ages to go out and play.
- PlayArmor™ is the first antimicrobial coating specifically introduced in the recreation industry that protects playground equipment and site amenities. It was created by biochemists and has been registered for use by the US Environmental Protection Agency (EPA). We are currently working and expect to have EPA approval on having PlayArmor approved in each of the 50 US states and similar approvals in all provinces in Canada.

Product Testing & Conformance:

PlayPower has developed and maintained one the most strenuous product testing programs in the industry. Product safety starts before the concept phase of the development process. Our staff plays a very active role in the development and maintenance of safety and performance guidelines and standards, not only here in the U.S., but also internationally. Injury trends and market changes are tracked and we proactively implement this knowledge to our current and future products. During the design phase of development, we use sophisticated software to check and validate designs prior to prototyping. We test for safety conditions, such as entrapment or protrusions, as well as structural performance using finite element analysis. Once a concept is approved, a prototype product is developed and all testing is repeated using the physical model. The most severe testing requirements gleaned from standards worldwide are applied to prototypes. Components are subjected to loading requirement of various standards and the product is re-analyzed after the test to make sure any permanent deformation does not affect product safety. These loading requirements have large factors of safety built in, which cover situations of misuse and abuse. In addition to the normal static loading requirements that define structural performance in playground standards like ASTM F1487, PlayPower takes testing to a higher level. All moving and selected stationary products are subjected to dynamic testing which simulates usage over the life of the product. Components are loaded with the weight of the maximum user and cycled through their normal motion range for at least one million cycles. This process identifies material stresses or component wear that are missed in static load testing. We do not stop testing when a product is introduced to the market. We maintain a company policy that no test may exceed a 5-year span, which equates to retesting more than 20% of our released product annually. We also participate in the IPEMA (International Play Equipment Manufacturers Association) Equipment Certification Program which is a 3rd party validation process of our ASTM required testing. All playground products can be found on the IPEMA certification program website and a certificate of compliance can be generated and printed. PlayPower also conducts ongoing testing of our materials via UV and salt spray testing. Daily tests are conducted of production systems including paint/coatings cure and adhesion testing, impact testing, and color verification and cure testing on plastic components.

- PlayPower has the most diversified line of products & services in the industry with well over 300 combined years of business experience.
- PlayPower is the world's largest fully integrated manufacturer of commercial playground equipment and recreation equipment accessories and supplies.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Environmentally friendly playgrounds aren't a passing fad, they're here for good. Playing is serious business, especially when you consider that playtime helps promote creativity, problem-solving, ability and intellectual development. That's precisely why we pay extra-special attention to our playgrounds and site furnishings. Simple design changes go a long way towards improving how children play, learn and interact with nature. PlayPower creates playgrounds that are fantastic for your budget, Mother Nature, and most importantly, the kids. We recycle unused powder coat paint in certain colors, after it is properly reclaimed during the painting process. Imagine piles of crumpled steel and truckloads of aluminum cans transformed into state-of-the-art playground equipment. That's essentially what happens when PlayPower puts recycling to work. We produce our playground equipment using as much recycled and recyclable material as we can use, while still maintaining the safety, durability and structural integrity you have come to expect from PlayPower. PlayPower's steel posts, handrails, and guardrails are sturdy, durable, and economical, and are made from at least 50% recycled steel. Post clamps and caps are made from as much as 100% post-consumer aluminum. And our roto-molded plastic slides are made from 100% recyclable resins. Simply put, nearly all of PlayPower's playground equipment is produced from at least 50% recyclable materials. • PlayPower meets ISO 9001, ISO 14001 Standards • Other environmental initiatives: • All packing and shipping materials are 100% recyclable. • Recycling 95%+ of our waste. • Many of our raw materials contain 25% to 100% recycled content. • Reduced energy usage through conservation and lean manufacturing implementation. • Audits material content and operations for safety and environmental concerns	*																																							
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	PlayPower meets ISO 9001, ISO 14001 Standards	*																																							
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	While the majority of our representative agencies are classified as Small Businesses, we have created a list, below, to showcase our WMBE and VOSB agencies: <table><tr><td>Happy Playgrounds</td><td>WBE</td><td>AR, OK</td></tr><tr><td>Imagine Nation</td><td>WBE</td><td>IL</td></tr><tr><td>Jefcoat Recreation</td><td>WBE</td><td>MS</td></tr><tr><td>Metro Recreation</td><td>VOSB</td><td>MD, WV</td></tr><tr><td>Miracle of KY & TN</td><td>WBE</td><td>KY, TN</td></tr><tr><td>Playworx</td><td>VOSB</td><td>FL, GA</td></tr><tr><td>Recreation Plus</td><td>DBE, SBE, WMBE</td><td>CO, WY</td></tr><tr><td>Site Specifics</td><td>WBE</td><td>MA</td></tr><tr><td>Hahn Enterprises</td><td>WMBE</td><td>LA, AR</td></tr><tr><td>MTS Recreation</td><td>WBE</td><td>VA</td></tr><tr><td>Pelican Playground</td><td>WMBE</td><td>LA, MS</td></tr><tr><td>Hasley Recreation</td><td>WBE</td><td>AI, GA</td></tr><tr><td>Miller Recreation</td><td>VOSB</td><td>C. FL</td></tr></table>	Happy Playgrounds	WBE	AR, OK	Imagine Nation	WBE	IL	Jefcoat Recreation	WBE	MS	Metro Recreation	VOSB	MD, WV	Miracle of KY & TN	WBE	KY, TN	Playworx	VOSB	FL, GA	Recreation Plus	DBE, SBE, WMBE	CO, WY	Site Specifics	WBE	MA	Hahn Enterprises	WMBE	LA, AR	MTS Recreation	WBE	VA	Pelican Playground	WMBE	LA, MS	Hasley Recreation	WBE	AI, GA	Miller Recreation	VOSB	C. FL	*
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Miller Recreation	VOSB	C. FL																																								

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	• PlayPower has a large, 700+ group of professional sales representatives/distributors/dealers to provide service to Sourcewell members. No one else in the industry even comes close to this! This provides a significant advantage for Sourcewell members in being able to find all of their recreation and playground equipment needs in one place with PlayPower. • PlayCreator - Proprietary Software with Safety & ADA Accessibility in mind • PlayCreator, our proprietary playground design, rules-based software systems only allow ADA compliancy design. Our commitment is to provide accessible playground equipment in order to promote a positive play environment for children of all abilities. We believe play must be inclusive, and by removing barriers for all children, we provide play and learning opportunities which we are excited and proud of. Providing accessibility to the play space entails more than just complying with minimum accessibility requirements, standards and laws. It means providing a place where children of all abilities can experience play together. PlayPower's play equipment allows customers to configure play areas that are compliant with the Americans with Disabilities Act (ADA) Accessibility Guidelines for Play Areas. • Design for Safety • Nothing is more important than providing a safe, positive environment for children to play. Our commitment to providing such an environment begins with meeting and/or exceeding safety performance specifications established by organizations and regulatory bodies such as ASTM International, CPSC, CSA and EN. We not only comply with these standards and guidelines we also actively participate with ASTM and CPSC in their development, and we are active members of IPEMA. Our employees, sales representatives, and trained installers take great pride in this commitment to safety in every aspect of designing, manufacturing and installing playground equipment, and they have the knowledge and experience to provide positive play environments that offer challenge and maximum play value for children of all ages and abilities. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use. The use of the corresponding logo in our catalogs signifies that we have received written validation from the independent laboratory that product(s) conform to the requirements of the indicated standard. SOURCEWELL members can also check the IPEMA web site to confirm product certification. • Financing • Financing - PlayPower has a business relationship and partnership with NCL Government Capital as our financing option for our public & non-profit markets • World's Largest, Fully Integrated Manufacturer • Rotational Molding – not all manufacturers do this in-house • Soft Goods Assembly • PlayPower is 100% committed to Sourcewell and its members as we have already proven during our previous contract periods • David Sheedy has had proven success in launching, promoting, selling and scaling our Sourcewell contract to its current level of success. David is anxious and excited to do this again with all of our new brands and our entire sales network. • PlayPower is already familiar inside and out with Sourcewell and the needs of Sourcewell members. • We have a proven track record from selling our previous Sourcewell contracts. More importantly, we help sell the benefits of Sourcewell and ALL of its contracts – we have proven that we make Sourcewell stronger and this is to the benefit of Sourcewell, its members and other Sourcewell vendors.
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a manufacturer of recreation and playground equipment, accessories and supplies, we warranty our materials and workmanship only. All labor, including installation and repairs can be coordinated and quoted on a case by case basis with our Representative/Distributor/ Dealer Network. A complete listing of our Representative/Distributor/ Dealer Network has been provided.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage limit restrictions with our warranty. Warranty statements for all of our brands have been supplied with this RFP submittal.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Industry standards dictate that travel time is not covered under warranty. While there are some exceptions, PlayPower typically adheres to this standard.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	All PlayPower brands can provide warranty repairs in all regions of the United States and Canada.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	PlayPower does not warranty products and services from other manufacturers. Any products sold from other manufacturers as a turn-key solution carry a warranty provided by the original manufacturer.	*
47	What are your proposed exchange and return programs and policies?	While the product is standard, the design of Recreation and Playground Equipment accessories and supplies is very customized. Due to this, PlayPower requires a 30% restocking fee for returns and exchanges.	*
48	Describe any service contract options for the items included in your proposal.	All of PlayPower's Representatives, Distributors, Dealers and Installers are factory trained and certified to sell and/or service and repair our products. All warranty and service work will be coordinated between the SOURCEWELL member and our representatives.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	Net 30 days upon invoicing	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	PlayPower has partnered with NCL Government Capital to offer Sourcewell members a complete suite of finance solutions. NCL is a current Sourcewell financing contract holder and is an industry expert in municipal financing solutions. NCL will offer leasing terms from 12-120 months on transactions from \$5,000.00 and up. Traditional leasing and financing programs will be offered along with programs specifically designed for schools and governmental entities including Tax-Exempt Municipal Leases and a Purchase Order Only program. There is no ownership, common ownership, or control between PlayPower and NCL.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	PlayPower often will invoice Sourcewell members directly which makes gathering of sales data very straightforward. Reps/dealers when billing directly are required to provide copies of purchase orders from members which will include PlayPower's Sourcewell contract number and the Sourcewell Member number. The proposed process will follow our current Sourcewell process that requires orders to be coded as an Sourcewell order at the time of submission.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No. The benefits of P-card procurement is most beneficial for smaller transactions. PlayPower's average playground sold exceeds \$35,000 so the real benefits of P-card would not be recognized.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to the uploaded Sourcwell RFP 010521 Pricing-Discount File.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated previously, due to the size and scope of our product offering along with eight separate brands (companies) offered in this proposal and the discount structures varying by brand, a separate pricing discount file has been provided with this RFP submittal. Please refer to (list document name)	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Volume Rebates (per calendar year): 1. \$500,000 - \$999,999 1% rebate 2. \$1,000,000 - \$1,499,99 2% rebate 3. \$1,500,000+ 3% rebate	*
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	This service is coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass through with no markup on these services. Each service can vary due to location, size and scope of work.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Some projects related to our recreation and playground equipment products, accessories and supplies can be material-only procured or more often, a turn-key solution. In the event of a turnkey solution project, sourced work such as installation, curbing, sidewalks, landscaping, and any other types of non-equipment related work could be involved. This service can be coordinated by our independent representative/distributor/dealer networks. In the event PlayPower is doing the billing, we simply do a pass-through with no markup on these services. Each service can vary due to location, size and scope of work. Installation is specifically addressed in the pricing discount schedule which is provided with this RFP submittal.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Any additional freight cost will be evaluated by PlayPower's shipping department. The best available rate and service will be passed on to Sourcwell members during the quote process.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As is the case in the 48 contiguous United States, freight is the responsibility of the SOURCEWELL member. Additional freight charges will be evaluated by PlayPower's shipping department and the best available rate and service will be passed on to the Sourcwell member during the quote process.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Where it makes sense, we use Intermodal freight transport which involves the transportation of freight in an intermodal container or vehicle, using multiple modes of transportation (rail, truck, ship), without any handling of the freight itself when changing modes. The method reduces cargo handling, and so improves security, reduces damage and loss, and allows freight to be transported faster. Reduced costs over road trucking is the key benefit.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	• PlayPower's order entry system has required point and click requirements as it relates to contracts. When an order is entered, the system literally prompts the user with the question "Is this a Sourcewell project?" and the user is required to answer YES or NO to proceed. The order entry system also checks for minimum discount compliance. • All Sourcewell orders are also reviewed manually for compliance to ensure minimum Sourcewell pricing discounts and are entered with a Sourcewell code to ensure proper reporting and administrative fee. • In addition, management reviews total amount of Sourcewell sales for accuracy and evaluates representatives' performance selling the Sourcewell contract on an annual basis. • Sourcewell sales tracking is included in PlayPower's corporate budgeting process.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose a 1% administrative fee for all PlayPower Equipment sold. This is calculated at LIST PRICES and not discounted net sales. In addition, we propose a 1% administrative fee for all open market/turnkey solution products, work and services billed and provided to SOURCEWELL members directly from PlayPower or through our independent representative/distributor/dealer network.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	• Playground Equipment • Shade – freestanding and playground equipment integrated • Surfacing – unitary, loose fill, tile • Docking Systems – boat & PWC lifts, swim platforms • Indoor contained play systems	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Custom Play Equipment • ADA/Inclusive Playground Equipment • Rope Play • Nature Play • Play Sculptures • Musical Play • Early Childhood Play Equipment • Park Benches • Tables • Litter Receptacles • Bollards • Planters • Grills • Adult & Youth Outdoor Fitness Equipment • Sports Equipment • Surfacing – unitary, loose fill, tile • Slides • Sports Courts • Modular Docking Systems • Boat Lifts • PWC Lifts • Kayak & Canoe ADA Accessible Launches • Access Walkways & Floats • Habitat Observation Platforms • Waterway Work Platforms • Mining Platforms • Wetlands Walking Trails • Fishing Piers • Swimming Platforms • Campsite Platforms • Specialty Equipment • ADA Accessible Ramps • Concrete Curbing • Sidewalks • Site Inspections • Equipment Installation & All Corresponding Site Work	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Playground equipment, site furnishings, site amenities, and accessories.	☒ Yes ☐ No	Little Tikes, Miracle Recreation and Playworld deliver innovative outdoor playground solutions for all ages and abilities. Wabash Valley offers site amenities that add functional and beautiful accessories to any outdoor space, while USA Shade provides fabric shade structures which is used over playground equipment or independently. Wabash Valley provides solutions for outdoor furniture.	*
67	Water play and aquatic recreational structures and equipment.	☒ Yes ☐ No	EZ Dock is a premium waterfront life solutions provider with easy to configure floating docks, ports, launches walkways and accessories	*
68	Playground surfacing and fall protection, and water play and aquatic recreational surfacing.	☒ Yes ☐ No	No Fault is the premiere supplier of poured-in-place, rubber safety surfaces for playgrounds, splash pads, pool decks, sports fields, walking/jogging tracks and much more.	*
69	Services related to the solutions above.	☒ Yes ☐ No	Our independent rep agencies offer a wide variety of services which include, installation, site prep, removal of old equipment, planning and design services, plus much more. These related services offer a turn-key solution to all Sourcwell customers	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
70	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Quarterly reporting will offer a precise measure of our success with the Sourcwell contract	*
71	Describe how your offering addresses the needs of user's safety, well-being, and range or level of accessibility?	Our employees, sales representatives, and trained installers take great pride in our commitment to safety in every aspect of designing, manufacturing and installing playground equipment. In the interest of playground safety, IPEMA provides a third-party Certification Service whereby a designated independent laboratory validates a participant's certification of conformance to ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.	*
72	Describe how your offering addresses the user's desire to customize the offering (e.g. themes, etc.).	All of PlayPower's brands have the option for customization. Our playground engineers are able to design and customize to just about any imagination.	*
73	Identify any certification(s) that your business or the products included in your proposal have attained or received.	PlayPower meets ISO 9001, ISO 14001 standards. In addition, we are committed to provide products that meet or exceed safety performance specifications established by ASTM International, CPSC, CSA and EN standards.	*

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification	

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Christine Stepp, Sales, Marketing and Contract Administrator, PlayPower, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 6_Playground_Water_Play_Equipment_RFP_010521 Tue December 22 2020 03:29 PM	☒	1
Addendum 5_Playground_Water_Play_Equipment_RFP_010521 Fri December 18 2020 04:15 PM	☒	1
Addendum 4_Playground_Water_Play_Equipment_RFP_010521 Mon December 7 2020 07:55 AM	☒	1
Addendum 3_Playground_Water_Play_Equipment_RFP_010521 Thu November 19 2020 08:52 AM	☒	1
Addendum 2_Playground_Water_Play_Equipment_RFP_010521 Fri November 13 2020 09:09 AM	☒	2
Addendum 1_Playground_Water_Play_Equipment_RFP_010521 Thu November 12 2020 10:53 AM	☒	2

Miracle Recreation - PlayPower, Inc.

Commercial playground and fitness manufacturer

#010521-LTS

Maturity Date: 2/17/2026

Website: miracle-recreation.com/sourcewell 



Awarded Contract

[Products & Services](#)[Buy Sourcewell](#)[Documents](#)[Contact Information](#)

Documents

Contract Documentation

-  [Contract](#) 
-  [Contract Extension](#) 

Competitive Solicitation Documentation

-  [Request for Proposal \(RFP\)](#) 
-  [Proof of Publication](#) 
-  [Proposal Opening Record](#) 
-  [Proposal Evaluation](#) 
-  [Comment & Review](#) 
-  [Board Resolutions](#) 

Pricing Documentation

Information in this file is subject to change

-  [Contract 010521-LTS-Price Information](#) 

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.D.**

Date: **6/23/2025**

Date submitted:
06/09/2025

Action: Formal

Subject: Approval of an
Intergovernmental Agreement (IGA)
between the City of Eloy and Pinal
County to allow employees of the City
of Eloy Public Works Department to
participate in the Annual Pinal County
Safety Roadeo

TO: Mayor and City Council

FROM: Matt Rencher, Public Works Director/City Engineer

RECOMMENDATION:

Staff Recommends that the Council approve the Intergovernmental Agreement (IGA) authorizing the City of Eloy to participate in the annual Pinal County Safety Roadeo.

DISCUSSION:

Every year, Pinal County hosts a Safety Roadeo for equipment operators throughout Pinal County. The Safety Roadeo includes skills demonstrations and competitions in operating equipment such as the backhoe, loader, grader, and end dump. In addition, there are demonstrations and competitions for non-equipment operators, such as sign installation, vehicle backing, slips/trips/falls, and blood-borne pathogen clean-up.

Pinal County requires any governmental entity registering participants to have an Intergovernmental Agreement (IGA) in place. The City of Eloy has participated in this event for the past eleven years (except for when the event was canceled because of the pandemic). This year, Pinal County updated the IGA with the attached Agreement. As part of the execution of the new Agreement, the existing Agreement will be terminated and replaced with the new Agreement. The County Board of Supervisors will take action on the Agreement during a regularly scheduled Board meeting.

Staff recommends that the Council approve the Mayor's execution of this IGA so that the City of Eloy can continue participating in this event.

FISCAL IMPACT:

Fiscal Impact: \$40 per Registrant as budgeted through the Public Works FY2024-2025 budget.

Approved as to Form:



Stephen R. Cooper, City Attorney

May 27, 2025

1137 W. Houser Road
Eloy, AZ 85131

Dear City of Eloy Public Works,

As we prepare for our annual Safety Rodeo, we have updated the Intergovernmental Agreement ("IGA"), which will be required to be signed by your governing body in order to participate in this year's event. If you wish to continue participating in the Safety Rodeo, please have the attached IGA approved and returned by July 31, 2025, for approval by Pinal County no later than August 27, 2025.

Upon receipt of your signed IGA, the same will be presented to the Pinal County Board of Supervisors for approval, together with a request for the Board to terminate any pre-existing IGA. In the event the attached IGA is not returned, the matter will solely be presented to the Board for purposes of terminating any pre-existing IGA.

We thank you for your past participation and look forward to receipt of the attached IGA and to seeing you again this year.

By:



Joe Ortiz
Pinal County Public Works
85 N. Pinal St
Florence, AZ 85132

Encl: IGA

**INTERGOVERNMENTAL AGENCY AGREEMENT (IGA)
FOR
PARTICIPATION IN PINAL COUNTY'S ANNUAL SAFETY ROADEO**

This Intergovernmental Agreement (this “**Agreement**” or “**IGA**”) is entered into by and between Pinal County, a political subdivision of the State of Arizona (“**PINAL**”), and _____, a political subdivision of the State of Arizona (the “**PARTICIPATING AGENCY**”). PINAL and the PARTICIPATING AGENCY are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, PINAL conducts an annual “Safety Rodeo” event with the purpose of promoting the safe operation of heavy equipment and machinery by PINAL employees through various fun and challenging tests designed to evaluate an operator’s skills and knowledge; and,

WHEREAS, PINAL may have the capacity to accommodate additional participants in the Safety Rodeo and may allow qualified employees from other agencies within the State of Arizona to participate in the Safety Rodeo; and,

WHEREAS, the PARTICIPATING AGENCY has a desire for its employee(s) to participate in the Safety Rodeo when availability permits; and,

WHEREAS, pursuant to A.R.S. § 11-951 et seq., the Parties are authorized to enter into agreements for purposes contemplated herein.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose of IGA.** Through this IGA, the Parties intend to create a mechanism for employees of the PARTICIPATING AGENCY to participate in PINAL’s annual Safety Rodeo and to establish the Parties’ rights and responsibilities in relation thereto.
2. **Qualifications of Participating Employees.** The PARTICIPATING AGENCY shall permit only qualified employees to attend and participate in the Safety Rodeo. In order to qualify, the employee must:
 - a. Have a valid Arizona Driver’s License AND all permits, licenses and/or training necessary to operate the equipment or machinery the employee will operate during the Safety Rodeo. and,
 - b. Complete and sign the annual registration form provided by PINAL including verification by the employee’s supervisor that the employee has met and is current with all training and licensing requirements for operating the equipment or machinery the employee will operate at the Safety Rodeo.
3. **Denial or Disqualification of Participation.** PINAL may, in its sole discretion, deny participation or disqualify any PARTICIPATING AGENCY employee who PINAL determines is not in compliance with all applicable training and/or licensing requirements; who fails to maintain compliance with all state and federal laws governing the operation of such equipment or

machinery; or who fails to act in a safe and a professional manner as determined by PINAL in its sole discretion.

4. **Indemnification.**

- a. To the maximum extent permitted by law, each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party, its officers, officials, agents, employees or volunteers from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney’s fees) (hereinafter individually referred to as a “Claim” or collectively as “Claims”) arising out of or relating to actions taken in performance of this Agreement to the extent that such Claim or Claims is/are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties becomes subject to this paragraph, the Parties to this Agreement that are the subject of the Claim or Claims shall expeditiously meet to agree upon a common and mutual defense pursuant to subsection (b) below, including proportionate liability and proportionate payment of litigation fees, expenses and damages.
- b. In the event that a Claim, arising from or relating to the activities provided for in this IGA, is made against any Party for acts or omissions of any of its departments, agents, officers, officials, employees, or volunteers, it is the intent of the Parties to cooperate fully in the defense of said Claim and to cause their insurers to do likewise, to the extent practicable.
- c. The obligations under this paragraph 4 (Indemnification) shall survive termination or cancellation of this Agreement.

5. **The Manner of Financing the Joint or Cooperative Undertaking and of Establishing and Maintaining a Budget for the Undertaking.** The PARTICIPATING AGENCY shall pay PINAL for The PARTICIPATING AGENCY employees’ participation in the Safety Rodeo each year. The cost for participating may vary and is set forth on the annual registration form. Registration forms must be submitted and payment must be made prior to the date of the event in order for the PARTICIPATING AGENCY’s employees to participate. Each Party shall be responsible for maintaining its own budget for the activities contemplated by this Agreement.

6. **Insurance.** Each Party acknowledges and affirms that it has appropriate and adequate insurance coverage for its officials’ operations, duties and activities, including the activities provided in this Agreement, and that it will maintain such coverage for the duration of this Agreement.

7. **Workers’ Compensation.** To the extent applicable by law, each Party shall comply with the notice requirements of A.R.S. § 23-1022(E). For purposes of A.R.S. § 23-1022, each Party shall be considered the primary employer of all personnel currently or hereafter employed by that Party, irrespective of the operations of protocol in place, and said Party shall have the sole responsibility for the payment of Worker’s Compensation benefits or other fringe benefits of said employees.

8. **Duration and Termination.** This Agreement shall be effective as of the signature date of the last Party to sign this Agreement and shall remain in effect unless and until terminated. Either Party may terminate this Agreement upon thirty (30) days’ written notice to the other Party.

9. **Property Disposition.** The Parties do not anticipate the joint acquisition of property attributable to the exercise of each Party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing Party no more than thirty (30) calendar days from the effective date of partial or complete termination of this IGA.
10. **Notices.** Unless otherwise specified herein, all notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon hand delivery, deposit with a reputable overnight courier such as FedEx for overnight delivery, or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage prepaid, return receipt requested. Notice shall be sent to the following:

If to **City of Eloy** :

Public Works Department

1137 West Houser Road

Eloy, Arizona 85131

If to Pinal County:

Pinal County Development Services/Public Works
P.O. Box 749
Florence, AZ 85132

11. **Compliance with Laws and Policies.** The Parties shall comply with all applicable federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Furthermore, the Parties agree to abide by each Party's policies to the extent appropriate and required or permitted by law.
12. **Other Duties Imposed by Law.** Nothing in this Agreement shall be construed as relieving the involved public agencies of any obligation or responsibility imposed on it by law.
13. **Non-Discrimination and Compliance with Civil Rights.** In the performance of this Agreement, the Parties agree to comply with all existing federal, state, and local laws, rules, policies, and executive orders relating to equal opportunity and nondiscrimination and nondiscriminatory use of federal and state funds, including flow down of all provisions and requirements to any subcontractors, to prohibit discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin (including limited English proficiency), ancestry, age, disability, military service or veteran status, or marital status, specifically including, but not limited to, applicable provisions of: A.R.S. Title 41, Chapter 9 (Civil Rights); State Executive Orders: 75-5,

2003-22, 2009-09, and 2023-01; Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and implementing regulations at 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and implementing regulations at 31 CFR part 28; the Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and implementing regulations at 31 CFR part 23; and the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. §§ 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

14. **E-Verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Parties and their respective subcontractors warrant compliance with all applicable federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either party under the terms of this Agreement.
15. **No Joint Venture.** Except as may be required by law, it is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, joint venture or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
16. **Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.
17. **Cancellation.** The provisions of A.R.S. § 38-511 relating to cancellation of contracts due to conflicts of interest shall apply to this Agreement.
18. **Counterparts and Electronic Signatures.** This Agreement may be executed in any number of 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 Agreement 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 Agreement 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 Agreement, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same agreement.
19. **Entire Agreement.** This Agreement represents the entire agreement between the Parties and supersedes all prior negotiations, representations or agreements, either expressed or implied, written or oral. It is mutually understood and agreed that no alteration or variant of the terms and conditions of this Agreement shall be valid unless made in writing and signed by both Parties.

20. **Parol Evidence.** This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this Agreement.
21. **Fair Meaning.** This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.
22. **Dispute Resolution.** If a dispute between the Parties arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, any claim or action resulting from such dispute shall be brought in the Pinal County Superior Court in Florence, Arizona. Notwithstanding the foregoing, pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be decided by an arbitrator or arbitrators if the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted by the Pinal County Superior Court under A.R.S. § 12-133.
23. **Waiver of Jury Trial.** The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.
24. **Relationship of the Parties.** Except as may otherwise be required by law, each Party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, associate, or any other representative capacity of the other party. Each Party shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein. Nothing contained in this Agreement confers any right to any person or entity not a party to this Agreement.
25. **Non-Assignment.** This Agreement has been entered into based upon the personal reputation, expertise and qualifications of the Parties. Neither Party shall assign its interest in this Agreement, in whole or in part, without the prior written consent of the other Party. Neither Party shall assign any monies due or to become due to it hereunder without the prior written consent of the other Party.
26. **Non-Appropriation.** Notwithstanding any other provision in this Agreement, this Agreement may be terminated if for any reason either party does not appropriate sufficient monies for the purpose of maintaining this Agreement. In the event of such cancellation, the canceling party shall have no further obligation other than for payment for services rendered prior to cancellation.
27. **Uncontrollable Events.** No Party shall be considered to be in default in the performance of any obligations under this Agreement (other than obligations of a Party to pay costs and expenses) if failure of performance is due to an uncontrollable event. The term “uncontrollable event” means any cause beyond the control of the Party affected, including but not limited to flood, earthquake, storm, fire, epidemic, war, riot, civil disturbance or disobedience, labor dispute, and action or non-action by or failure to obtain the necessary authorizations or approvals from any governmental agency or authority or the electorate, labor or material shortage, sabotage and restraint by court order or public authority, that by exercise of due diligence and foresight the Party reasonably could not have been expected to avoid and that by exercise of due diligence it

will be unable to overcome. A Party that is rendered unable to fulfill any obligation by reason of an uncontrollable event shall exercise due diligence to remove such inability with all reasonable dispatch.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last date set forth below their representatives' respective signatures.

FOR PINAL COUNTY:

FOR The City of Eloy :

By: _____
Chair
Pinal County Board of Supervisors

By: _____
Mayor
Andrew Sutton

Date

Date

ATTEST:

ATTEST:

By: _____
Clerk of the Board

By: _____
City Clerk

LEGAL REVIEW

This Agreement has been reviewed pursuant to A.R.S. § 11-952 by the undersigned attorneys who have determined that it is in proper form and is within the powers and authority of each Party.

PINAL COUNTY:

CITY OF ELOY :

By: _____

By: _____

Print Name
Deputy Pinal County Attorney

City Attorney

Print Name

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VII.E.

Date: 6/23/2025

Date submitted:
06/12/2025

Action: Formal

Subject: Approval of an Intergovernmental Agreement (IGA) between the City of Eloy and the Eloy Housing Authority (EHA) for the continued provision of administrative services necessary to assist with the dissolution of the EHA and the disposition of remaining assets.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: David Malewitz, City Manager

RECOMMENDATION:

Staff recommends that the City Council approve an Intergovernmental Agreement (IGA) between the City of Eloy and the Eloy Housing Authority (EHA) for the continued provision of administrative services necessary to assist with the dissolution of the EHA and the disposition of remaining assets.

DISCUSSION:

On March 13, 2023, the City of Eloy entered into an IGA with the Eloy Housing Authority to provide administrative support following the abrupt termination of management services by Cindi Herrera & Associates. The City Manager and Administrative staff have since assisted the EHA in completing financial, legal, and operational tasks necessary for dissolution and asset disposition, including 26 housing units within the City and the EHA Administrative Building located at 100 W. Phoenix Avenue.

While the original IGA anticipated dissolution and asset transfer to be completed by December 31, 2023, the EHA Board of Commissioners has since extended its dissolution deadline multiple times to ensure compliance with HUD requirements and to address outstanding legal and financial matters. The Board has now set a new dissolution deadline of December 31, 2026.

The proposed IGA provides for the continued assistance of the City Manager and Administrative staff and aligns the agreement's term with the EHA's most recent dissolution resolution for December 31, 2026. Any future extensions approved by the EHA Board will automatically extend the IGA term to match the updated dissolution date.

FISCAL IMPACT:

There is no fiscal impact to the City of Eloy.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN CITY OF ELOY AND ELOY HOUSING AUTHORITY FOR
CLOSE OUT OF BUSINESS AFFAIRS AND TRANSFER OF ASSETS**

THIS INTERGOVERNMENTAL AGREEMENT is made effective the _____ day of **JUNE 2025**, between the **ELOY HOUSING AUTHORITY**, a special municipal corporation, hereinafter referred to as "**HOUSING AUTHORITY**"; and the **CITY OF ELOY**, a municipal corporation, hereinafter referred to as "**ELOY**".

WHEREAS, The City of Eloy created a Housing Authority by Resolution of the Eloy City Council in 1965; and,

WHEREAS, The agreement between a private management firm and the Housing Authority for the management of the Public Housing Program and a jointly managed Maddox Estates through a Housing Choice Voucher Program was terminated, and

WHEREAS, The **HOUSING AUTHORITY** does not have the current staff to operate and manage a Housing Authority after the termination of the current management firm and

WHEREAS, It is in the best interest of the City of Eloy, its citizens, and the participants of the Housing Authority programs for **ELOY** to assist in the dissolution of the **HOUSING AUTHORITY** and the transfer of the assets and close out of the affairs for the **HOUSING AUTHORITY**.

WHEREAS, the **HOUSING AUTHORITY** and **ELOY** are empowered, pursuant to A.R.S. § 11-952 to enter into intergovernmental agreements and have determined that an exchange of services would be in the best interest of the taxpayers and citizens of **ELOY**.

NOW THEREFORE, the parties to this Agreement, in consideration of the mutual covenants and stipulation set forth herein, agree as follows:

1. **HOUSING AUTHORITY** will, through the utilization of **ELOY**'s Public Administration and City Manager Department to assist in the dissolution of the **HOUSING AUTHORITY** and the transfer of assets and closeout of the affairs for the **HOUSING AUTHORITY**.

2. **ELOY** will provide administrative services to the **HOUSING AUTHORITY** for the transfer of assets and close out of the affairs for the **HOUSING AUTHORITY** and the fees for such services is set forth on Exhibit A attached hereto and incorporated herein by reference.

3. HOUSING AUTHORITY will allow ELOY full access to all HOUSING AUTHORITY's financial records and other public information requests and information to assist in the transfer the assets and close out of the affairs of the HOUSING AUTHORITY. ELOY shall treat all information gained through its services under this Agreement as confidential and proprietary.

4. ELOY will not provide financial, accounting, or legal advice recommendations to the HOUSING AUTHORITY in the transfer of the assets and the close out of affairs of the HOUSING AUTHORITY. All decisions of the close out of affairs and transfer of assets will be the sole responsibility of the HOUSING AUTHORITY.

5. Each party shall be liable for its own actions and negligence, and to the extent permitted by law, ELOY shall indemnify, defend and hold harmless the HOUSING AUTHORITY against any actions, claims, or damages arising out of ELOY's negligence in connection with this Agreement, and HOUSING AUTHORITY shall indemnify, defend and hold harmless ELOY against any actions, claims, or damages arising out of HOUSING AUTHORITY's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

6. This Agreement shall become effective upon its signing by all parties.

7. The terms, conditions, and provisions of this Agreement shall remain in full force and effect in accordance with the HOUSING AUTHORITY's adopted resolution establishing a dissolution date. This Agreement may be terminated without penalty by either party at any time upon thirty (30) days written notice, and neither party shall have any further liability or obligation to the other.

8. If a party hereto institutes legal proceedings to enforce any provision of this Agreement, the prevailing party shall be entitled to collect its litigation expenses, costs, and reasonable attorneys' fees from the non-prevailing party.

9. This Agreement shall be construed in accordance with the laws of the State of Arizona.

10. This Agreement is subject to the cancellation provisions for conflicts of interest pursuant to the provisions of A.R.S. § 38-511, and the provisions of A.R.S. §§ 41-4401 and 23-214 (relating to the state's requirement that persons contracting with municipalities for the provision of services uses the verify program to verify employment eligibility).

11. ELOY acknowledges that they are represented by legal counsel of the Law Firm of Cooper & Rueter, L.L.P. HOUSING AUTHORITY acknowledges that they are represented by legal counsel of the Law Firm of Harvey Law, PLLC. Each entity enters this Agreement based on the understating, knowledge, and recommendation of the HOUSING AUTHORITY Board of Commissioners and the ELOY City Council after full discussion and being fully knowledgeable

in the services needed to enter into this Intergovernmental Agreement.

IN WITNESS WHEREFORE, the parties have executed this Agreement the day and year first above written.

ELOY HOUSING AUTHORITY

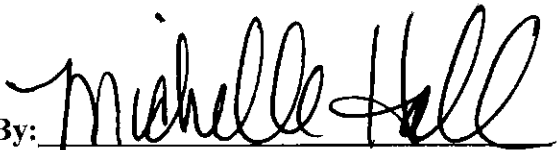
CITY OF ELOY

By: 
MICAH POWELL, Chairman
Eloy Housing Authority
Board of Commissioners

By: _____
ANDREW SUTTON, Mayor
City of Eloy

ATTEST

ATTEST

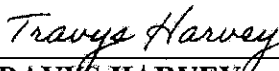
By: 
MICHELLE HALL, Authority Clerk

By: _____
CELINE KIDWELL, City Clerk

APPROVAL OF THE ELOY HOUSING AUTHORITY ATTORNEY

I have reviewed the proposed Intergovernmental Agreement between the Eloy Housing Authority and the City of Eloy, which is referenced above, and declare it to be in proper form and within the powers and authority granted to the Eloy Housing Authority under the laws of the State of Arizona.

DATED this 17th day of June _____, 2025.



TRAVIS HARVEY,
Eloy Housing Authority Attorney

APPROVAL OF THE ELOY CITY ATTORNEY

I have reviewed the proposed Intergovernmental Agreement between the Eloy Housing Authority and the City of Eloy, which is referenced above, and declare it to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this _____ day of _____, 2025.

STEPHEN R. COOPER, City Attorney

EXHIBIT A

City of Eloy Fees for Services

Hourly Rates:

Public Administration — \$55 per hour

City Manager Department — \$75 per hour

RESOLUTION NO.: 2025-002

**APPROVAL TO EXTEND DISSOLUTION DATE OF THE
ELOY HOUSING AUTHORITY TO DECEMBER 31, 2026**

WHEREAS, the Eloy Housing Authority ("EHA") Board of Commissioners ("Board") previously approved the dissolution of the EHA effective December 31, 2022 (the "EHA Dissolution Date");

WHEREAS, the EHA Dissolution Date was extended to December 31, 2023, as set forth in the Amendment to Resolution dated February 15, 2023;

WHEREAS, the EHA Dissolution Date was extended a second time to December 31, 2024, as set forth in the Amendment to Resolution dated December 21, 2023;

WHEREAS, the EHA Dissolution Date was extended a third time to December 31, 2025, as set forth in the Amendment to Resolution dated October 10, 2024;

WHEREAS, in its May 28, 2025, meeting, the Board determined that it is in the best interest of the EHA to further extend the EHA Dissolution Date to a date in the future that provides sufficient time to adequately address such matters that must be resolved before its dissolution;

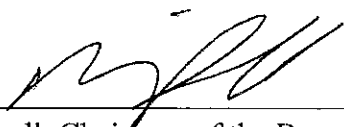
WHEREAS, the Board approves extending the EHA Dissolution Date to December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Eloy Housing Authority hereby adopts Resolution No. 2025-002 and approves and certifies that it is in the best interest of the EHA to extend the EHA Dissolution Date to December 31, 2026; and

BE IT FURTHER RESOLVED that the EHA Chairman, Vice-Chairman, or the EHA legal counsel each has the requisite authority to take any and all action necessary and to execute any and all documents as required or as reasonably necessary to perform the actions contemplated by this Resolution.

PASSED AND ADOPTED by the Eloy Housing Authority Board Commissioners on May 28, 2025.

BOARD OF COMMISSIONERS OF THE ELOY HOUSING AUTHORITY



Micah Powell, Chairman of the Board of Commissioners

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.F.**

Date: **6/23/2025**

Date submitted:
06/12/2025

Action: Resolution

Subject: Adoption of Resolution No. 25-1621 approving the submission of an application on behalf of the Eloy Fire District for Proposition 202 Grant Funds from the Ak-Chin Indian Community in the amount of \$32,518 for the use of funds for the purchasing of one (1) Roto-Decon SCBA Washer for personnel equipment for the Eloy Fire District.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: David Malewitz, City Manager

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 25-1621 authorizing the Eloy Fire District to submit the grant application to the Ak-Chin Indian Community for funding consideration of one (1) Roto-Decon SCBA Washer for personnel equipment.

DISCUSSION:

The Eloy Fire District is requesting approval of a resolution to submit an application for grant funding through the 2025 Ak-Chin Indian Community Prop 202 Grant Program. The purpose of the grant is to secure funding for the purchase of one Roto-Decon SCBA Washer, a specialized decontamination machine designed to clean self-contained breathing apparatus (SCBA) equipment, helmets, boots, gloves, and other personal protective equipment (PPE) to National Fire Protection Association (NFPA) 1851 standards.

The proposed project addresses the increasing health and safety risks faced by firefighters due to repeated exposure to hazardous carcinogens and contaminants encountered during emergency responses. Studies indicate that firefighters are at significantly higher risk of developing cancers and other serious health conditions as a result of such exposures. The SCBA washer will provide a more efficient and thorough cleaning process, reducing cancer and illness risks while also extending the lifespan of vital safety equipment.

Currently, manual cleaning is labor-intensive, taking up to 60 minutes per unit, whereas the proposed equipment will decontaminate two units in approximately 15 minutes. This

efficiency will help ensure that gear is cleaned to the highest standards while reducing out-of-service time for critical equipment.

The total grant request is \$32,518.00, which includes the purchase, estimated tax, and freight. Eloy Fire District will assume responsibility for any necessary utility modifications and unforeseen installation costs. The Fire District has conducted due diligence to confirm that the proposed equipment meets all relevant standards and requirements. If partial funding is awarded, the Fire District is prepared to adjust accordingly.

Grant funds would enable the Fire District to continue its efforts to enhance firefighter safety, reduce long-term health care costs, and protect the public by minimizing secondary contamination risks. The Fire District has previously applied for multiple funding sources but has not yet secured the necessary funds for this project.

FISCAL IMPACT:

No fiscal impact. If awarded, the City of Eloy will be the pass-through agent for the grant funding from the Ak-Chin Indian Community in the amount of \$32,518.00.

Approved as to Form:



Stephen R. Cooper, City Attorney

Eloy Fire District – Grant Narrative
For
2025 (Prop 202) Ak-Chin Indian Community Grant
Page | 1

A. Purpose of Grant

The purpose of our project is to ensure the health and safety of our firefighters and the public with whom we come into contact. We have been working for several years to reduce the risk of cancer and other medical risks that our firefighters face. This is just one of the last parts we need to finish. It has been a long and expensive road. We have completed the necessary infrastructure to add this final item to our decontamination room, which supports the clean room where we store our gear. We are struggling to keep up with costs and mandates, in addition to other pressing projects, such as mental health, that we need to address. We are requesting one washer, but the reality is that we need two SCBA washers to complete the project. We hope next year's budget might support it.

Firefighters are exposed to hazardous contaminants, including carcinogens, with various studies showing at least a 10% increase in general cancer diagnoses, and a 15% increase in cancer-related deaths. Some cancers, such as esophageal cancer, have a 63% increased risk. Effective removal of carcinogens and contaminants, such as benzene, arsenic, and formaldehyde, can reduce long-term health risks, potentially lowering medical costs for firefighters and helping them make and enjoy retirement with their families. Proper decontamination also reduces other health risks, such as heart attacks and chronic obstructive pulmonary disease (COPD). NFPA 1851 outlines cleaning requirements for PPE and SCBA systems. The SCBA washer ensures compliance with these standards. In addition to reduced medical costs, regular and proper cleaning extends the lifespan of SCBA gear, thereby reducing replacement costs in the long run. It offers multiple cleaning modes for various gear types, including masks, harnesses, cylinders, fire helmets, boots, gloves, and other small pieces of equipment. Manual cleaning of SCBA gear is time-consuming, taking approximately 30-60 minutes for each SCBA, mask, and bottle. The washer automates the cleaning process, ensuring thorough decontamination of two units in about 15 minutes, which saves time.

The goal is to significantly reduce the risk of cancer and illness for our firefighters and the public we encounter by providing a method to properly mitigate contamination and secondary contamination from carcinogens and other chemical hazards through the effective cleaning of PPE and equipment.

To accomplish this goal, we need a SCBA washer (which also washes and decontaminates helmets, boots, gloves, and more). We have settled on either the Roto-Decon or Solo SCBA washers as being industry leaders in this area. Our current preference is the Roto-Decon machine.

The target population benefiting from this project is primarily firefighters themselves. They are exposed to and handle this gear every day that they are at work. However, every member of the general public who comes in contact with firefighters using this equipment, if not appropriately cleaned, is potentially exposed to cancer-causing carcinogens and other viral, bacterial, and biohazard materials.

For justification, over the last five years, we have annually averaged 36 structure fires, 25 hazardous material calls, 69 miscellaneous calls (including car, dumpster, and trash-type fires), and 55 wildland fires. The average SCBA is washed 45 to 60 times per year. That is an excessive amount of potential exposure to toxins for our firefighters if they are not washed and decontaminated effectively. We need to wash our gear and equipment more thoroughly without causing damage that may put firefighters at risk or require expensive replacement. The Roto-Decon or Solo SCBA washers have been proven to be more thorough and less damaging.

Eloy Fire District – Grant Narrative
For
2025 (Prop 202) Ak-Chin Indian Community Grant
Page | 2

This project requires equipment and installation. Once funded, the timeline is to order the equipment within approximately 2 weeks, wait for delivery, which is currently estimated at 8 weeks but subject to change (as per the vendor), and schedule the installation within 2 weeks. During the 8-week order and delivery period, Eloy Fire will verify the necessary utilities (water, sewer, and electricity) and make any necessary adjustments at our expense to accommodate the new equipment.

B. Resources

We initially considered purchasing the items outright, but we were unable to generate the necessary funding within our budget, and choices affecting services and priorities had to be made. We applied to the State of Arizona under Senate Bill 1720, but due to State priorities (specifically, the need for brush trucks) and the high number of projects submitted, our project was not chosen. We also attempted to secure funding from the Gary Sienese Foundation and Firehouse Subs, but there has been no response in the last 9 months, meaning this project is not being funded.

Now we are trying our luck with the tribes. Last year, we sent a request for funds from Tohono O’odham for two (2) equipment (Solo or Roto style) washers. These washers clean helmets, boots, SCBAs, masks, and similar equipment that a standard style washer/extractor cannot.

We have broken the project down to make our request smaller and less expensive, and we are asking Ak Chin to fund one (1) Roto-Decon SCBA Washer - a purpose-built cabinet washer for decontaminating self-contained breathing apparatus, PPE, and other firefighting accessories to NFPA 1851 standards. The Roto-Decon serves as a wet station for pre-cleaning equipment or gross decontamination. The Roto-Decon uses the right amount of water, detergent, and time to get the job done right. Working with industry experts, we have developed different methods of cleaning.

PRODUCT SPECS:

- Uses clean water only with extra filtration for optimal cleansing power
- Cleans SCBA harness and mask, SCBA bottles or hard goods, helmets, gloves, or boots
- Extended fresh water rinse, clean water only, extra filtration, and boiler heat only features are selectable
- Proudly made in North America
- 3-year warranty

Old-fashioned cleaning methods, such as using a hose and brush, leave firefighters without proper equipment for an extended period and, through several studies, have proven to be ineffective in significantly reducing risk. Manual cleaning of SCBA gear is time-consuming, taking approximately 30-60 minutes for each SCBA, mask, and bottle. The washer automates the cleaning process, ensuring thorough decontamination of two units in about 15 minutes, which saves time.

C. Reports

Eloy Fire District will provide the Ak Chin Indian Community with any report or information needed to satisfy the terms of the grant process. We would be eager to attend a Council meeting and report in person if desired.

Eloy Fire District – Grant Narrative
For
2025 (Prop 202) Ak-Chin Indian Community Grant
Page | 3

Generally, we provide a copy of the invoice, a copy of the check or statement showing payment, a short letter and picture to document the installation, and a brief letter to express our gratitude. Some grantors request a copy of our purchasing or Asset Management policy; we can provide that if necessary.

D. Budget

Budget:	<u>Roto SCBA washer (1)</u>	<u>\$ 32,518.00</u>	<u>Grant Money (Quote)</u>
	Total Cost	\$ 32,518.00	(includes estimated tax and freight)

Eloy Fire District would consider partial funding.

Installation costs are included; Eloy Fire will cover utility connections and any unforeseen costs.

The Fire District will assume all costs of modifying current electrical, plumbing, and sewer connections at the stations.

We have conducted our due diligence, considered the pricing of the equipment, and ensured that everything is confirmed to comply with the NFPA and manufacturing requirements for our equipment. All pricing includes new equipment with manufacturer warranties. No extended warranties were offered at the time of the quote. If extended warranties are provided at the time of purchase, the Fire District would purchase them at its own expense.

If the funding is approved, Eloy Fire will confirm the current quotes and availability. This should only take a couple of days, then the order will be placed. The current vendors are advising a delivery time of 4 to 8 weeks, with an additional 2 to 4 weeks required for installation.

E. Additional information

As we have done in the past, we share resources with neighboring agencies in Pinal County. Eloy Fire participates in the county and state-wide mutual aid compacts and responds to wildfires around the southwest under a co-op agreement with the Arizona Department of Forestry and Fire Management.

Eloy Fire District was formed on the 19th day of August in 1946, before the City of Eloy was incorporated. The Eloy Fire District is a separate legal and political organization, not funded by the City of Eloy. Currently, the Eloy Fire District serves over 19,000 residents in an area of over 55 square miles (in the city and surrounding area), including Interstate 10 and 8, State Highways 84 & 87, and the Union Pacific Railway. Eloy Fire District is a combination department with two fire stations, 39 full-time employees, and part-time employees.

Attached for reference is the quote and literature obtained to write this request. If awarded, Eloy Fire will get updated quotes and make the final selection at that time. The attached is just for reference.

Attachments

ESTIMATE

Arizona PPE Recon, Inc.
520 S 52nd St Ste 202
Tempe, AZ 85281

deanna@arizonappe.com
+1 (800) 987-3743
www.arizonappe.com



Bill to

Eloy Fire Department
4010 N Toltec Rd
Eloy, AZ 85131

Ship to

Eloy Fire Department
4010 N Toltec Rd
Eloy, AZ 85131

Estimate details

Estimate no.: 1315
Estimate date: 05/07/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		ROTODECON	Roto Decon	1	\$28,000.00	\$28,000.00
2.		INSTALL	Installation	1	\$2,250.00	\$2,250.00
Subtotal						\$30,250.00
Sales tax						\$2,268.00
Total						\$32,518.00

Accepted date

Accepted by



**Wash It.
Dry It.
Store It.®**
Since 1940

ROTOJET HOSE WASHER



Dimensions (wxdxh in inches)	81x25x51
Electrical Configuration	120V, 60Hz, 20A
Description	Wash up to 30 fpm of hose 1-1/4 to 5" diameter
Water Specifications	60-Gal pre-soak chamber w/ adjustable guides 3/4" Inlet for water (45-90 psi) 1-1/4" outlet for discharge water

The Circul-Air RotoJet Hose Washer completely eliminates the backbreaking and resource-depleting chore of manually scrubbing-down hose. Effectively removing mud, gravel, glass, and other potential toxins and carcinogens from your hose, the RotoJet enables maximum hose-life and thorough deep-cleaning. Clean and properly maintained equipment allows you to get down to the job at hand: saving lives!

- 4 industrial nylon brushes and 4 adjustable spray jets for quick and thorough scrubbing
- Foot pedal operation for one- or two-person use
- Industrial powder coat finish enhancing durability
- Proudly made in North America
- 1-year warranty

call: 800-795-1150 option 2
email: sales@circul-air-corp.com
or visit: Circul-Air-Corp.com



ROTO-DECON EXTRACTOR

Dimensions (wxdxh in inches)	Closed: 36x46x80 Door Open 90°: 52x51x80 Door Open 180°: 78x44x80
Unit Weight (lbs)	800 (empty) 950 (w 35 gal. of water)
Cleaning Chamber Volume (ft³)	14
Electrical Configuration	208/1/60 or 240/1/60 with 8" cord with Nema connector
Cold & Hot (120-145°F) Water Specifications	3/4" connection, 3-8 gpm, 40-85 psi
Water Discharge	Gravity drain; max discharge 30 gpm
Max Upper & Lower Tank Temperature per NFPA 1851 (F)	105
Tank Volume (upper tank/lower tank in gallons)	4/30



The Roto-Decon extractor is the latest addition to the Circul-Air Family. A purpose build cabinet extractor for the decontamination of self-contained breathing apparatus, PPE and other firefighting accessories to NFPA 1851 standards, the Roto-Decon doubles as a wet station for equipment pre-cleaning or gross decon. The Roto-Decon uses the right amount of water, detergent and time to get the job done right. Working with industry experts we have developed different methods of cleaning, encouraging more separation of gear and the proper use of manufacturer accessories.

- Cleans SCBA harness and mask, SCBA bottles or hardgoods, helmets, gloves or boots (includes chemicals and accessory racking to get you started)
- Extended fresh water rinse, clean water only, extra filtration and boiler heat only features selectable
- Intuitive and flexible 7.0" touchscreen is upgradable as codes update
- Rotary table with jog function and split doors for ergonomic loading
- Proudly made in North America
- 3-year warranty



call: 800-795-1150 option 2
email: sales@circul-air-corp.com
or visit: Circul-Air-Corp.com

Roto-Decon SCBA Extractor

Roto-Decon SCBA Washers are the latest addition to the Circul-Air Corp Family. A purpose built cabinet washer for the decontamination of self-contained breathing apparatus, PPE and other firefighting accessories to NFPA 1851 standards.

STANDARD FEATURES

- Intuitive touchscreen with standard fire programs and feature selections
- Ergonomic split doors eliminate awkward lifts and head bumps
- Accessory spray tool to assist in gross decon or touch-up needs
- Integrated SEKO chemical pump, compatible with for SC-14 for Decon
- Easy clean stainless interior and powder-coated exterior
- North American 208 – 240 V standard electrical connections
- Equipment accessory holders are included with the machine

Roto-Decon SCBA Extractor Features:

The Roto-Decon SCBA Extractor offers an intuitive, visual status provided on a large 7.0” touchscreen with access to features and cycles not offered by the competition. Working with industry experts, we have developed different methods of cleaning, encouraging more separation of gear and the proper use of manufacturer accessories.

At Circul-Air Corp, we are advocates of proper cleaning and long-lasting equipment.

PRODUCT SPECS:

- Uses clean water only with extra filtration for optimal cleansing power
- Cleans SCBA harness and mask, SCBA bottles or hardgoods, helmets, gloves or boots
- Extended fresh water rinse, clean water only, extra filtration, and boiler heat only features selectable
- Proudly made in North America
- 3-year warranty

5 TOUCHSCREEN MODES:

- Mask & Harness
- SCBA Cylinder
- Boot & Glove
- Target Clean
- Cabinet Clean

SELECTABLE FEATURES:

- Extra Freshwater Rinse
- Extended Filtration
- Clean Water Wash Only
- Boiler Heating Only



SERVICE & WARRANTY COMMITMENT:

24/48 ACKNOWLEDGE AND RESPOND PLAN

The Circul-Air Service Department will acknowledge your inquiry within 24 hrs. Circul-Air communicates an action plan to investigate and resolve issues within 48 hours.

Dedicated North American wide team of technicians & consultants
service@circul-air-corp.com
1-800-795-1150 opt. 3

INSTALLATION SERVICES:

Circul-Air is here to help with start-to-finish solutions for your gear maintenance needs. Our dedicated installation team is able to guide you when preparing to install and installing your Circul-Air application. Pre-installation review may require blueprints or video conferencing.

- Complimentary Pad-Ready Review
 - Site planning and review
 - Install readiness
 - Flooring, electrical, and water supply and drainage confirmation
- Does not include HVAC configuration; refer to local HVAC technician

Dedicated North American wide team of technicians & consultants
service@circul-air-corp.com
1-800-795-1150 opt. 3

DESIGN SERVICES:

Experience the Circul-Air difference with our design support expertise. Our in-house engineers are eager to assist with a variety of design services and support.

- Product Selection and Sizing
- Storage Layout Design and 3D Bid Drawings
- Review of Specifications for Grants, Bid Packages or Architectural Needs
- Custom Machine Design or Unique Process Solutions

Dedicated North American wide team of technicians & consultants
sales@circul-air-corp.com
1-800-795-1150 opt. 2

SUPPORT TEAMS:

PRE-SALE SUPPORT:

Do you need a quote on one or more items? Questions about grants or major project pricing? The Circul-Air sales team is there for you.

POST-SALE SUPPORT:

Do you have a question about incorporating or installing a Circul-Air product into your station? This team is happy to help with your appliance needs.

AFTERMARKET SUPPORT:

Our machines seem to last forever, but occasionally questions come up and parts need replacing. Circul-Air aftermarket is ready to help.

Dedicated North American wide team of technicians & consultants
sales@circul-air-corp.com
1-800-795-1150 opt. 2





**FIGHT FIRES.
NOT CANCER.**

We Make NFPA-1851 Compliance Easy.

Available through your Local Distributor

Or contact the Circul-Air Sales Team @

call: 800-795-1150 option 2

email: sales@circul-air-corp.com

or visit: Circul-Air-Corp.com



Ph: 602-453-3911
 TF: 877-453-3911
 Fax: 602-453-3910
azsales@lncurtis.com
 UEI#: DDL5ADSWN7U7



Southwest Division
 4647 South 33rd Street
 Phoenix, AZ 85040
www.LNCurtis.com

Quotation

CUSTOMER:

Eloy Fire District AZ
 4010 North Toltec Road
 Eloy AZ 85131

SHIP TO:

Eloy Fire District AZ
 4010 North Toltec Road
 Eloy AZ 85131

QUOTATION NO.

343794

ISSUED DATE

05/07/2025

EXPIRATION DATE

06/06/2025

SALESPERSON

Travis Sparks
tsparks@lncurtis.com
 520-709-6360

CUSTOMER SERVICE REP

Michael Wilson
mwilson@lncurtis.com
 602-584-5080

REQUISITION NO.

REQUESTING PARTY

Jeremy Leary

CUSTOMER NO.

C34414

TERMS

Net 30

OFFER CLASS

FR

F.O.B.

FTSP

SHIP VIA

Standard Shipping

NOTES & DISCLAIMERS

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

Safety Warning Notice: Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per- and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

Pricing is subject to change if product is affected by the implementation of a tariff

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	1	EA	29275A SOLO RESCUE	SCBA Decon Washer, including; * 22720 Heavy Duty Basket w/Holder for 2-Single or Double SCBA * 22541 Holder for 2-Large Air Cylinders (Jumbo Flasks) * 22361 Gear Holder for Gloves & Boots * 20002 Metered Dosing Pump * PB0010967AA 2.5gal ProBlend Detergent * Single-Phase 208/240 40amp	OM	\$36,479.76	\$36,479.76

Ph: 602-453-3911
TF: 877-453-3911
Fax: 602-453-3910
azsales@lncurtis.com
UEI#: DDLSADSWN7U7



Southwest Division
4647 South 33rd Street
Phoenix, AZ 85040
www.LNCurtis.com

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
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Small Business
CAGE Code: 5E720
SIC Code: 5099
Federal Tax ID: 94-1214350
UEI #DDLSADSWN7U7

This pricing generally remains firm until 06/06/2025. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

Subtotal	\$36,479.76
Estimated Tax Total	\$3,081.34
Transportation	\$800.00
Total	\$40,361.10

[View Terms of Sale and Return Policy](#)

DECON MADE SAFE & EASY



Everything you need to clean your bunker gear, SCBAs, facepices, boots, gloves, helmets, and tools.



Solo Rescue® Decon Washer

Professional decontamination of firefighter PPE.



-  **14** SCBAs per hour*
-  **21** Helmets per hour*
-  **42** Air cylinders per hour*
-  **56** Face masks per hour*
-  **60** Pairs of boots per hour*
-  **120** Pairs of gloves per hour*



Technical specification

Power supply	208–240 V, 3-phase, 60 Hz, 40 A / 208–240 V, Single phase, 50/60 Hz, 40 A
Water supply	G3/4" (BSPP) male connection, 41–104°F (5–40°C), 3–10 gpg (3–10°dH)
External dimensions closed / open (W x D x H)	40" x 38" x 69" (1025 x 887 x 1744 mm) / 40" x 52" x 82" (1025 x 1316 x 2084 mm)

*The provided cleaning performance values are theoretical; actual results may vary due to various factors.

Everything you need to clean your SCBAs, face masks, boots, gloves, helmets, and tools – all in one machine



The spacious design of the Solo Rescue allows you to wash either 2 complete SCBAs, 6 stand-alone air bottles, 8 face masks, 3 helmets, 3 pairs of boots, or 8 pairs of gloves per wash cycle. On top of that, you can wash small parts, such as regulators and pressure connectors. All of this is possible thanks to the clever design of the Solo Rescue basket system.

The backbone of the system is the heavy-duty basket, which is used at all times. This basket can then be paired with several different accessories, giving you a versatile machine that fits many different needs. Accessories include holders for SCBAs, face masks, boots, gloves, helmets, and small parts (e.g., regulators, pressure connectors, etc.).



Optimized cleaning with an innovative rotating basket system

The generously-sized wash tank of the Solo Rescue is a vital part of its strength. Together with a innovative rotating basket system, this provides a design that optimizes the water flow to reach even the most inaccessible parts of your equipment without compromising its function and quality. So whether you are washing SCBAs, face masks, boots, gloves, helmets, or tools, the Solo Rescue will do an excellent job reducing and extracting dangerous soot particles, chemicals, and detergent residue from your equipment.



Every Wash Counts: Fresh Water and Cleaner Wastes

The Solo Rescue decon washer can be equipped with an advanced filter system that reduces carcinogenic PAHs in wastewater by up to 98%, promoting environmental safety. Additionally, the optional automatic water-dumping feature ensures fresh water is used for every wash cycle to maintain excellent cleaning results. Combine the two, and this system offers exceptional safety and sustainability for both users and the environment.



Rescue Intellitech – helping firefighters fight cancer

Rescue Intellitech, part of the Sandberg Development Group founded in the 1960s, is a leading provider of cutting-edge solutions for the firefighting and rescue services industry. With a strong focus on firefighter safety, their products aim to eliminate work-related illnesses and improve overall operational efficiency. Rescue Intellitech's innovative lineup includes the highly acclaimed Solo Rescue decon washer, renowned for its ability to reduce dangerous carcinogens in firefighters' personal protective equipment. The company is committed to delivering reliable, high-quality solutions that make a lasting impact on the safety and well-being of firefighters worldwide. To do so, all products targeted towards the firefighting industry by Rescue Intellitech have been developed and tested in collaboration with professional firefighters prior to their launch. Other innovative companies in the group include Aimpoint®, GAIM, Nordisk Clean Solutions, and Swatab.

Rescue Intellitech disclaims any and all liability for any injury to persons, property, or other damages of any nature whatsoever resulting from the misuse of their products that does not correspond with the washing instructions of each individual PPE manufacturer.

Rev. 1.2025 | Rescue Intellitech reserves the right to make technical changes to the product.
rescueintellitech.com | No responsibility will be accepted for any printing errors.

SCAN THE QR
CODE
TO REQUEST A
NON-BINDING
OFFER



**RESCUE
INTELLITECH**

2025 Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Eloy Fire District	Applicant is a: ☐ City/Town/County (circle) ☒ Other
Contact Person and Title: Rob Jarvis, Division Chief/Fire Marshal	
Applicant Address (administrative office): 4010 N Toltec Rd	
City: Eloy	Zip Code: 85131
Applicant Mailing Address (if different): Same as above	
City:	Zip Code:
Phone Number: 520-466-3544	Fax Number: 520-466-0003
E-mail Address: rjarvis@eloyfire.org	
Fiscal Agent for any Applicant that is not a City, Town, or County (<i>Special Taxing Districts/Fire Districts must have a Fiscal Agent</i>)	
Contact Person: David Malewitz	
City/Town/County Mailing Address: 595 N C Street, Suite 4	
City: Eloy	Zip Code: 85131
Phone Number: 520-466-9201	Fax Number:
E-mail Address: dmalewitz@eloyaz.gov	

Program or Project Name: Eloy Fire Cancer and Illness Reduction Program Part 2	
Priority Area (Check all that apply) ☐ education ☒ public safety ☒ health ☐ environment ☐ promotion of commerce ☐ economic and community development	
Purpose of Grant (brief statement): The goal of the Eloy Fire District is to reduce the risk of cancer and illness by eliminating carcinogens and pathogens. We currently have no mechanical means of washing and decontaminating our SCBAs, helmets, boots, and other small gear. Our goal is to be NFPA 1851 compliant.	
Target Audience/Beneficiaries: Primarily firefighters and paramedics, but also the general public.	
Beginning and Ending Date of Program or Project: January 2026 and finished July 26, depending on funding and product availability	
Amount Requested: \$32,518.00	Total Cost: \$35,000
Geographic Area Served: Pinal County area around Eloy & Toltec	

By the execution of this Grant Application, the undersigned agrees that the information contained in this Application is accurate, to the best of the Applicant's knowledge. The Applicant shall notify the Community if any information in this Application changes.

Signature:

For the Applicant: _____ Date: 06/02/2025

Typed/Printed Name and Title: Robert Jarvis, Fire Marshal/Division Chief

For the Fiscal Agent: City of Eloy Date: _____
(If applicable)

Typed/Printed Name and Title:

RESOLUTION NO. 25 - 1621

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING SUBMISSION OF AN APPLICATION FOR PROPOSITION 202 GRANT FUNDS FROM THE AK-CHIN INDIAN COMMUNITY IN THE AMOUNT OF \$32,518.00 FOR THE USE OF FUNDS TOWARDS THE COSTS OF PURCHASING ONE (1) SCBA/EQUIPMENT WASHER FOR THE ELOY FIRE DISTRICT

WHEREAS, Eloy Fire District needs one (1) SCBA/Equipment washer to clean and decontaminate SCBAs and other equipment; and

WHEREAS, Eloy Fire District currently has no SCBA/Equipment washer; and

WHEREAS, in 2002, Arizona voters passed Proposition 202 which allowed for the continuation of limited Indian gaming on tribal lands in Arizona and under Proposition 202, Arizona tribes agreed to share a portion of their revenues with the State of Arizona and, of the revenues shared, twelve percent is made available to cities, towns, or counties for a purpose benefiting the general public through either direct distribution to the local governments or in the form of a deposit to the State of Arizona's Commerce and Economic Development Commission's Local Community Fund; and

WHEREAS, for its 2025 revenue sharing, the Ak-Chin Indian Community chose to contribute directly to local governments and is seeking requests for funding proposals from Arizona cities, towns, and counties; and

WHEREAS, the Eloy Fire District desires to submit an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the costs of purchasing one (1) SCBA/equipment washer; and

WHEREAS, the Mayor and City Council of the City of Eloy, Arizona believe it is in the best interest of the citizens of the City of Eloy to submit an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the costs of one (1) SCBA/equipment washer.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Eloy, Arizona, hereby approves the submission of an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the costs of purchasing one (1) SCBA/equipment washer.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, this 23rd day of JUNE, 2025.

APPROVED:

Andrew Sutton, Mayor

ATTEST:

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: VII.G.

Date: 6/23/2025

Date submitted:
06/12/2025

Action: Resolution

Subject: Adoption of Resolution No. 25-1623 accepting the Eloy Housing Authority (EHA) Board of Commissioners' Amendment to the Resolution approving the extension of the dissolution of the Eloy Housing Authority Board of Commissioners from December 31, 2025, to December 31, 2026.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: David Malewitz, City Manager

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No.25-1623, accepting the Eloy Housing Authority (EHA) Board of Commissioners' Amendment to its Resolution, dated May 28, 2025, which reflects the Board's approval to extend the dissolution date of the Eloy Housing Authority Board of Commissioners from December 31, 2025, to December 31, 2026.

DISCUSSION:

Due to ongoing developments related to the dissolution and disposition of the Eloy Housing Authority's (EHA) programs and assets, the EHA Board of Commissioners has determined that an extension of the dissolution date is necessary. The EHA Board of Commissioners has since extended its dissolution deadline multiple times to ensure compliance with HUD requirements and to address outstanding legal and financial matters. The Board was advised that extending the dissolution date would provide the additional time and stability required to properly address issues that still require Board action beyond the original dissolution date.

At its regularly scheduled meeting on May 28, 2025, the Eloy Housing Authority (EHA) Board of Commissioners unanimously approved an amendment to extend the dissolution date further, establishing a new December 31, 2026, deadline. In order to formally acknowledge this action and comply with HUD documentation requirements, City Council approval of Resolution No. 25-1623 is required.

FISCAL IMPACT:

No fiscal impact on the City of Eloy.

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.: 2025-002

**APPROVAL TO EXTEND DISSOLUTION DATE OF THE
ELOY HOUSING AUTHORITY TO DECEMBER 31, 2026**

WHEREAS, the Eloy Housing Authority ("EHA") Board of Commissioners ("Board") previously approved the dissolution of the EHA effective December 31, 2022 (the "EHA Dissolution Date");

WHEREAS, the EHA Dissolution Date was extended to December 31, 2023, as set forth in the Amendment to Resolution dated February 15, 2023;

WHEREAS, the EHA Dissolution Date was extended a second time to December 31, 2024, as set forth in the Amendment to Resolution dated December 21, 2023;

WHEREAS, the EHA Dissolution Date was extended a third time to December 31, 2025, as set forth in the Amendment to Resolution dated October 10, 2024;

WHEREAS, in its May 28, 2025, meeting, the Board determined that it is in the best interest of the EHA to further extend the EHA Dissolution Date to a date in the future that provides sufficient time to adequately address such matters that must be resolved before its dissolution;

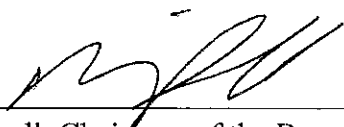
WHEREAS, the Board approves extending the EHA Dissolution Date to December 31, 2026;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of the Eloy Housing Authority hereby adopts Resolution No. 2025-002 and approves and certifies that it is in the best interest of the EHA to extend the EHA Dissolution Date to December 31, 2026; and

BE IT FURTHER RESOLVED that the EHA Chairman, Vice-Chairman, or the EHA legal counsel each has the requisite authority to take any and all action necessary and to execute any and all documents as required or as reasonably necessary to perform the actions contemplated by this Resolution.

PASSED AND ADOPTED by the Eloy Housing Authority Board Commissioners on May 28, 2025.

BOARD OF COMMISSIONERS OF THE ELOY HOUSING AUTHORITY



Micah Powell, Chairman of the Board of Commissioners

RESOLUTION NO. 25-1623

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ELOY, ARIZONA, TO APPROVE THE DISSOLUTION OF THE HOUSING AUTHORITY OF THE CITY OF ELOY EFFECTIVE DECEMBER 31, 2026.

WHEREAS, The City of Eloy created a Housing Authority by Resolution of the Eloy City Council in 1965; and,

WHEREAS, The Eloy Housing Authority was designated as “troubled” by the United States Department of Housing and Urban Development in 2010 and a private management company was retained to correct the concerns of the United States Department of Housing and Urban Development; and,

WHEREAS, the private management company did correct the concerns of the United States Department of Housing and Urban Development; and,

WHEREAS, A private management firm will end its agreement with the Housing Authority for the management of the Public Housing Program and a jointly managed Maddox Estates through a Housing Choice Voucher Program; and,

WHEREAS, After discussions with the United States Department of Housing and Urban Development (HUD) and the Board of Commissioners, of the Eloy Housing Authority has determined it is in the best interest of the City of Eloy, its citizens, and the participants of the Housing Authority programs to dissolve the Eloy Housing Authority and transfer the Voucher Program to Pinal County Housing Authority effective December 31, 2022.

WHEREAS, The Eloy Housing Authority has not wound up its duties and obligations and requires additional time to wind up its affairs.

WHEREAS, the Eloy Housing Authority needs to comply with all relevant United States Department of Housing and Urban Development (HUD) guidelines and approved processes for the transfer of the Eloy Housing Authority real property .

WHEREAS, It would be problematic to dissolve the Eloy Housing Authority before it has completed the winding up of its business affairs which will not occur December 31, 2026.

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

Section 1. The Mayor and City Council of the City of Eloy hereby approves the Amendment of Resolution 25-1623.

Section 1. The Mayor and City Council of the City of Eloy hereby extends its intent to dissolve the City of Eloy Housing Authority effective December 31, 2026.

PASSED AND ADOPTED on the ____th day of June 2025.

Andrew Sutton, Mayor
City of Eloy, Arizona

ATTEST:

APPROVED AS TO FORM:

Celine Kidwell, City Clerk

Stephen R. Cooper, City Attorney

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**

Date: **6/23/2025**

Date submitted:
06/12/2025

Action: Resolution

Subject: Consideration and possible approval of the Eloy Housing Authority's recommended fair market value of \$165,000 for the sale of the Eloy Housing Authority Administration Building to the City of Eloy and authorization for City staff to proceed with the negotiations of the property acquisition until the Eloy Housing Authority Board of Commissioners approves and presents a Purchase and Sale Agreement for City Council consideration and approval at a later date.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: David Malewitz, City Manager

RECOMMENDATION:

Staff recommends that the City Council accept the fair market value of \$165,000 for the Eloy Housing Authority Administration Building as determined by the independent appraisal completed by Dennis L. Lopez & Associates on November 26, 2024; and authorize City staff to proceed with the negotiations of the property acquisition until the Eloy Housing Authority Board of Commissioners approves and presents a Purchase and Sale Agreement for City Council consideration and approval at a later date.

DISCUSSION:

At its regularly scheduled meeting on May 28, 2025, the Eloy Housing Authority (EHA) Board of Commissioners unanimously adopted Resolution No. 2025-001 recommending the sale of the EHA administration building located at 100 West Phoenix Avenue Eloy, AZ 85131, to the City of Eloy at a **FAIR MARKET VALUE of \$165,000**, in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines governing the disposition of public housing authority property. The EHA Board obtained an independent appraisal, completed by Dennis L. Lopez & Associates on November 26, 2024, establishing the fair market value of the property at \$165,000.

The EHA Board determined that the property is no longer needed for Housing Authority operations and may be repurposed to serve City functions that benefit the community.

The City Council is being asked at this time to formally accept the fair market value of \$165,000 as recommended by the EHA Board. The Eloy Housing Authority is currently drafting a Purchase and Sale Agreement, which will be reviewed and approved by the EHA Board of Commissioners prior to being presented to the City Council at a future meeting for final review and approval. The final Purchase and Sale Agreement will also be subject to review by the City Attorney prior to execution.

This action allows the City to acknowledge the recommended fair market value, enables the EHA to move forward with the disposition process in compliance with applicable federal regulations, and establishes a procedural framework for completing the transaction upon receipt of the finalized Purchase and Sale Agreement from the Housing Authority.

FISCAL IMPACT:

The General Fund Contingency will provide funding for the purchase of the property. The purchase price is \$165,000, and additional fees may be required to complete the sale and transfer of ownership.

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.: 2025-001

A RESOLUTION OF THE ELOY HOUSING AUTHORITY BOARD OF COMMISSIONERS RECOMMENDING THE SALE OF THE ELOY HOUSING AUTHORITY ADMINISTRATION BUILDING AT A FAIR MARKET VALUE OF \$165,000 TO THE CITY OF ELOY.

WHEREAS, the Eloy Housing Authority Board of Commissioners ("Board") has determined that the current administration building located at 100 West Phoenix Avenue Eloy, AZ 85131, may no longer be required for the operations of the Eloy Housing Authority; and

WHEREAS, the City of Eloy has expressed an interest in purchasing the administration building for purposes beneficial to the City and its residents; and

WHEREAS, the Board recognizes the importance of adhering to all relevant U.S. Department of Housing and Urban Development (HUD) guidelines and approved processes for property transactions, ensuring full compliance with federal requirements; and

WHEREAS, the Board recommends that an independent appraisal be conducted to determine the fair market value of the property, thereby setting a sales price that reflects current market conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE ELOY HOUSING AUTHORITY,

1. **Approval of Sale:** The Board recommends the sale of the administration building located at 100 West Phoenix Avenue Eloy, AZ 85131, to the City of Eloy at a **FAIR MARKET VALUE of \$165,000** obtained through an appraisal report completed by a licensed appraiser, Dennis L. Lopez & Associates, dated November 26, 2024.
2. **Compliance with HUD Processes:** The Board affirms its commitment to completing the sale in compliance with all HUD regulations and guidance, ensuring a transparent and lawful transaction process.

PASSED AND ADOPTED by the Eloy Housing Authority Board Commissioners on May 28 2025.

BOARD OF COMMISSIONERS OF ELOY HOUSING AUTHORITY

Micah Powell, Chairman of the Board of Commissioners

APPRAISAL REPORT



PROPERTY TYPE:	Office Building
OWNER:	Eloy Housing Authority
ADDRESS:	100 West Phoenix Avenue, Eloy, Arizona
ASSESSOR'S PARCEL NO.:	405-02-341A
EFFECTIVE DATE OF THE APPRAISAL:	November 26, 2024
CLIENT:	Mr. David Malewitz Eloy Housing Authority 100 West Phoenix Avenue PO Box 673 Eloy, Arizona 85131
APPRAISER:	Dennis L. Lopez, MAI, SRA <i>Dennis L. Lopez & Associates, LLC</i>
OUR FILE NO.:	240270



DENNIS L. LOPEZ & ASSOCIATES, LLC
REAL ESTATE APPRAISERS AND CONSULTANTS

November 26, 2024

Mr. David Malewitz
Eloy Housing Authority
100 West Phoenix Avenue
PO Box 673
Eloy, Arizona 85131

Re: Assignment: Estimate Market Value of the Fee Simple Interest
Property Type: Office Building
Address: 100 West Phoenix Avenue, Eloy, Arizona
Owner: Eloy Housing Authority
APN: 405-02-341A
Our File No.: 240270

Dear Mr. Malewitz:

Per to your request, I have inspected the above-referenced property for the purpose of estimating the market value of the fee simple interest, as of the effective date of the appraisal (date of valuation), November 26, 2024. The intended use of the appraisal will be for purchase negotiation purposes. I expect that the intended user of this report will be you (the client) and others involved with the potential purchase of this property.

My opinion of market value assumed a cash transaction or one involving financing at market terms after a reasonable exposure period prior to the effective date of the appraisal. The opinions expressed were subject to the underlying assumptions and limiting conditions, definitions and certification set forth in the body of the accompanying appraisal report. The appraisal and report were prepared in conformity with the appraisal guidelines of the Uniform Standards of Professional Appraisal Practice, 2024 (USPAP).

During the course of the appraisal and analysis, I became thoroughly familiar with the subject property and its location. Documented market data from the applicable market segment to which the subject belonged was analyzed and I spoke with well-informed persons familiar with current real estate values, all for the purpose of estimating the market value of this property.

Mr. David Malewitz
November 26, 2024
Page 2

Based on the information found in my investigation and coupled with my professional and independent appraisal, my opinion of the market value of the fee simple interest in the subject property, as of the effective date of the appraisal (date of valuation), November 26, 2024, was:

ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

(\$165,000 or \$50.26 per square foot of gross building area)

My opinion of market value was subject to a special limiting condition stated on page 12 of the accompanying report.

The opportunity to assist you has been appreciated.

Respectfully submitted,



Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

DLL:dll

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Appendix

Qualifications of the Appraiser

UNDERLYING ASSUMPTIONS AND LIMITING CONDITIONS

1. This report is the confidential and private property of the client and the appraiser. Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraiser or firm with which the appraiser is connected, or any reference to the Appraisal Institute or the MAI and SRA designations. Further, the appraiser or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.
2. Neither this report, nor any of its contents, may be used for the sale of shares or similar units of ownership in the nature of securities, without specific prior approval of the appraiser. No part of this appraisal may be reproduced in any promotional materials without the permission of the appraiser.
3. The information furnished by the property owner, agent, management or the client is assumed to be correct as received.
4. The appraiser is not responsible for the accuracy of the opinions furnished by others and contained in this report, nor is he responsible for the reliability of government data utilized in the report.
5. The title to the property is assumed to be marketable and free and clear of all liens.
6. The property is appraised as if owned in fee simple title without encumbrances, unless otherwise mentioned in this report.
7. The fee simple estate in the property contains the sum of all fractional interests which may exist.
8. The legal description obtained by the appraiser was assumed correct and descriptive of the subject property. No responsibility is assumed for the legal description provided or for matters including legal or title considerations. A survey and title report should be obtained to verify its accuracy.
9. No site survey was provided to the appraiser unless otherwise noted. It is assumed that the sources for dimensions and size relied upon are correct.

10. The utilization of the land by the improvements is assumed to be within the boundaries or property lines described and that no encroachments exist unless otherwise noted in the report.
11. No hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable were assumed to exist. No responsibility is assumed for such conditions or arranging engineering studies that may be required for their discovery.
12. Subsurface rights (mineral, oil, etc.) and their potential impact upon value were not considered in this appraisal, unless stated otherwise.
13. This appraisal assumes the subject property, as vacant or as improved, has no historical or archeological significance. The value estimate is predicated on the assumption that no such condition exists. Should the client have a concern over the subject's status, he or she is urged to retain the services of a qualified independent specialist to determine the extent of either significance, if any, and the cost to study the condition or the benefit or detriment such a condition brings to the property. The cost of inspection and study must be borne by the client or owner of the property. Should the development of the property be restricted or enhanced in any way, the appraiser reserves the right to modify the opinion of value indicated by the market.
14. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined and considered in the appraisal report.
15. This appraisal assumes the subject property complies with the requirements under the *ADA, Americans With Disabilities Act*. The appraisers are not qualified to detect each and every item of compliance or lack thereof. The value estimate is predicated on the assumption that there is no lack of compliance that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Should the client have a concern over the subject's state of compliance, he or she is urged to retain the services of a qualified independent ADA specialist to determine the extent of compliance and the cost to bring the property into compliance if needed. The cost of inspection, study and compliance must be borne by the client or owner of the property. The cost could be deducted from the estimate of market value of the subject property if indicated by the market.

16. The subject property is assumed not to be in violation of any government regulations or laws pertaining to the environment.
17. Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser.

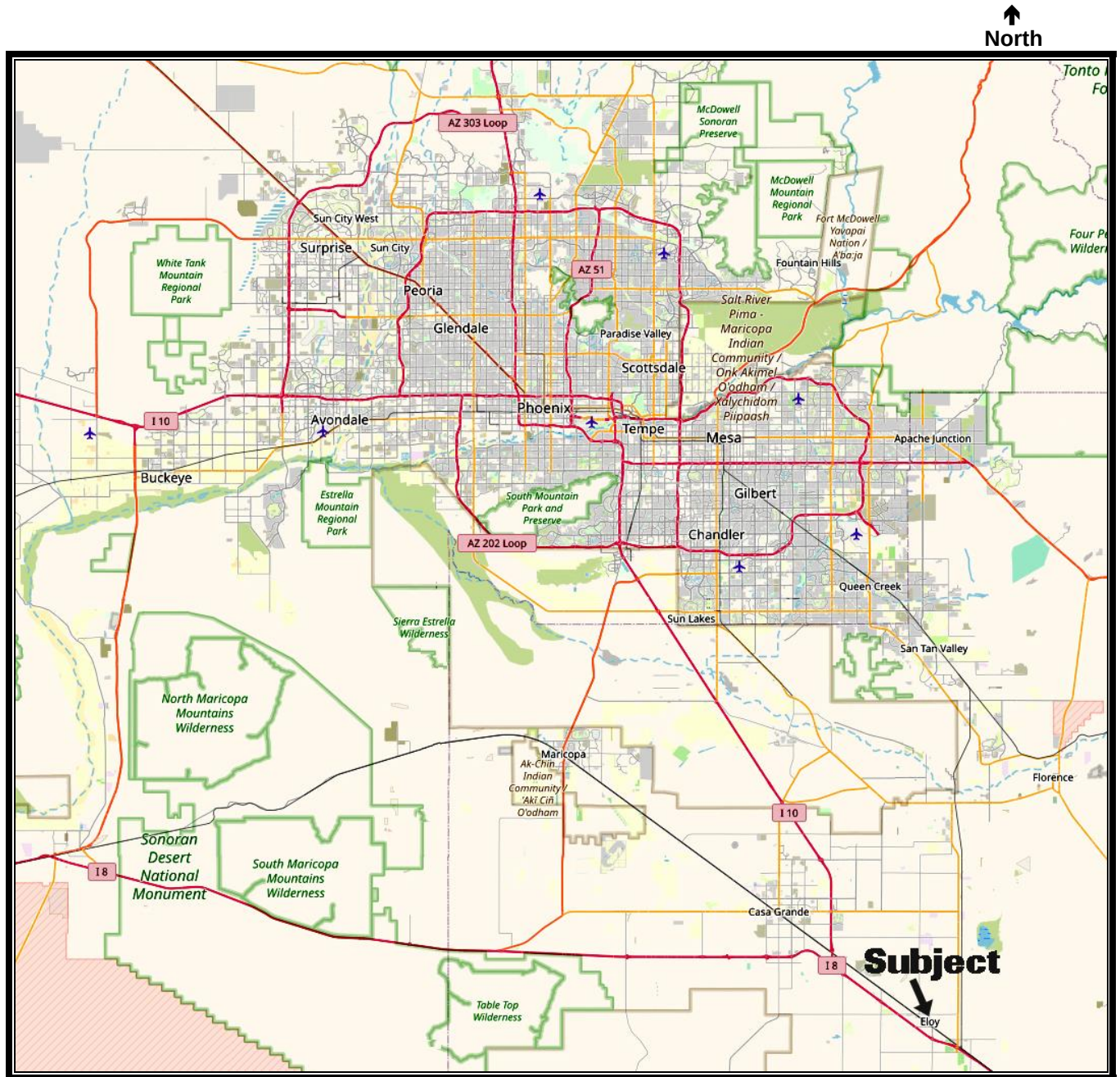
The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances as asbestos, PCB transformers, urea-formaldehyde foam insulation, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (containing hazardous materials). Mold may be present in areas the appraiser cannot see. The value estimate is predicated on the assumption that there is no such material or growth on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

Should the client have a concern over the existence of such substances, he or she is urged to retain the services of a qualified independent environmental specialist to determine the extent of the contamination, if any, and the cost of treatment or removal. The cost of detection, treatment or removal and permanent storage must be borne by the client or owner of the property. This cost can be deducted from the estimate of market value of the subject property if requested by the client.

18. Responsible ownership and competent management is assumed to exist for the subject property.
19. The values assigned to the improvements, if shown in this report, are in proportion to the contribution they make to the value of the property as a whole. The separate estimates of value for the land and building must not be used in conjunction with any other appraisal and are invalid if so used, or if used separately.
20. All furnishings and equipment (or other personal property), except those specifically indicated and/or typically considered as a part of real property (under common accepted definitions) have been disregarded in this valuation. Only the real estate, as permanently affixed to the subject site, has been valued herein.
21. This report is not considered a legal document and the appraiser assumes no responsibility for matters of a legal nature except for his obligations under the contract to provide the appraisal and report.
22. The appraiser is not required to testify regarding this report in deposition or in court unless arrangements were previously made.
23. The appraiser cannot predict or evaluate the possible effects of future wage or price control actions of the government upon rental income or financing of the subject property; hence, it is assumed that no controls will apply which would nullify contractual agreements, thereby changing property values.

24. The appraiser did not base a conclusion or opinion of value on the following:
- a. Racial, ethnic, or religious homogeneity of the inhabitants of an area or of a property
 - b. Racial, religious, and ethnic factors as predictors of value trends or price variance
 - c. Neighborhood trends analyzed upon stereotyped or biased presumptions relating to race, color, religion, sex, or national origin, or upon unsupported presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

REGIONAL MAP



ASSESSOR'S AERIAL PHOTOGRAPH

↑
North



SUMMARY OF IMPORTANT FACTS AND OPINIONS

TYPE:	Office building
OWNER:	Eloy Housing Authority
ASSESSOR'S PARCEL NO.:	405-02-341A
ADDRESS:	100 West Phoenix Avenue, Eloy, Arizona
PURPOSE, INTENDED USE AND INTENDED USERS:	The purpose of the assignment was to estimate the market value of the fee simple interest in the subject property, as of the effective date of the appraisal (date of valuation), November 26, 2024. The intended use of the appraisal will be for purchase negotiation purposes. I expect that the intended user of this report will be you (the client) and others involved with the potential purchase of this property.
OWNER CONTACT AND PROPERTY INSPECTION:	I contacted the client, Mr. David Malewitz, Eloy Housing Authority, and made arrangements to inspect the property on August 28, 2023. We inspected the property together. I have inspected the property another time before. At his request, the property did not need to be inspected for this appraisal.
SITE AREA:	5,000 square feet
ZONING:	C-2, Community Commercial
BUILDING AREA:	3,283 square feet (GBA)
YEAR BUILT:	1982 (per Assessor)
LAND/BUILDING RATIO:	1.52:1 (5,000 s.f. ÷ 3,283 s.f.)
FLOOR AREA RATIO:	0.66 (3,283 s.f. ÷ 5,000 s.f.)
OCCUPANCY:	Owner-occupied

HIGHEST AND BEST USE:

As Vacant
As Improved

Speculative investment
Existing use

INDICATIONS OF MARKET
VALUE OF THE FEE SIMPLE
INTEREST:

Cost Approach
Sales Comparison Approach
Income Approach

NA
\$165,000 or \$50.26/s.f. of GBA
NA

FINAL OPINION OF MARKET
VALUE OF THE FEE SIMPLE
INTEREST:

\$165,000 or \$50.26/s.f. of GBA

My opinion of market value was subject to a special limiting condition stated on page 12 of the report.

EXPOSURE TIME:

12 months

TYPE OF REPORT:

Appraisal Report (per USPAP 2024)

DATE OF INSPECTION:

August 28, 2023

EFFECTIVE DATE OF
THE APPRAISAL:

November 26, 2024 (date of valuation)

DATE OF THE REPORT:

November 26, 2024 (date of transmittal)

APPRAISER:

Dennis L. Lopez, MAI, SRA
Dennis L. Lopez & Associates, LLC
8631 South Priest Drive, Suite 103
Tempe, Arizona 85284
480-838-7332 office
602-620-6298 cell
dennis@lopezappraisal.com

SUBJECT PROPERTY PHOTOGRAPHS

(August 28, 2023)



Subject Looking Northwest and Northeast from Phoenix Avenue



Alley Looking North and South



Subject Looking Southeast from the Alley and South from Adjacent City of Eloy-owned Property
(Note Possible Shared Electrical System)



Phoenix Avenue Looking West and East (Note Public Parking)



Avenue B Looking North

INTRODUCTION

Scope of Work

Scope of work is defined by USPAP as follows:

The type and extent of research and analyses in an appraisal or appraisal review assignment.

This appraisal report leads the reader through the appraisal of an improved parcel of real property in Eloy, Arizona. I provided an "Appraisal Report" which provides all the introduction, description, data, analysis and conclusions that the reader requires to understand the opinion of market value. The appraisal and report adheres to requirements of the Uniform Standards of Professional Appraisal Practice, 2024 (USPAP). This appraisal report has an accompanying workfile. A workfile is defined by USPAP as:

Documentation necessary to support an appraiser's analyses, opinions and conclusions

Thus, where my description, data, analysis and conclusions are summarized in the report, my workfile contains supporting documentation. The scope of work included an analysis of the physical and legal characteristics of the subject, the influences of the surrounding region and neighborhood on the property, and supply and demand in the subject's market segment which led to my opinion of highest and best use.

Once my opinion of highest and best use was established, I studied recent sales and current listings of comparable properties in the subject's market segment and I spoke with knowledgeable market participants who are familiar with properties like the subject. How the market viewed the subject was critical to my supported opinion of market value and a reasonable exposure time. Their comments also helped provide further support for quantitative and qualitative sales adjustments.

The appraisal documented in this report supported a final opinion of market value by the Sales Comparison Approach to Value. Sufficient data were contained within this report for an adequate understanding of the data considered, as well as the methodology and reasoning utilized to reach my opinion of market value.

Assumptions and limiting conditions plus my certification set forth the boundaries in which my opinion of market value was contained.

Special Limiting Conditions

Extraordinary Assumptions

According to USPAP 2024, an extraordinary assumption is defined as follows:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis, which, if found to be false, could alter the appraiser's opinions or conclusions.

Extraordinary assumptions presume as fact *otherwise uncertain information* about physical, legal or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. My opinion of market value was not subject to the following any extraordinary assumption:

Condition – My opinion of market value assumed that the condition of the property was the same as when I inspected the property on August 28, 2023.

Hypothetical Conditions

According to USPAP 2024, a hypothetical condition is defined as follows:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Hypothetical conditions assume conditions *contrary to known facts* about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. My opinion of market value was not subject to any hypothetical conditions.

Property Identification

The property appraised is a 5,000 square foot parcel of commercially-oriented land improved with a 3,283 square foot office building located at 100 West Phoenix Avenue, Eloy, Arizona. The property was referred to as the “subject” in the report.

Legal Description

No title report was provided for my review. But from the sale of the property from Eloy to the Eloy Housing Authority in 2017, the legal description below was recorded:

Lots 15 and 16, Block 21, COTTON CITY PROPER according to Book 2 of Maps, page 8, records of Pinal County, Arizona.

I assumed the legal description is correct. Obtaining a title report is recommended.

Ostensible Owner

According to information provided by Assessor's and Recorder's records, the subject property is owned by Eloy Housing Authority.

Ownership and Marketing History

Title was transferred from City of Eloy, Arizona to Eloy Housing Authority, Eloy, Arizona, on December 1, 2017, by Special Warranty Deed, fee number 2017-088079. No affidavit of value was recorded. No or listings for sale or lease were found in the previous five years.

Owner Contact and Property Inspection

I contacted the client, Mr. David Malewitz, Eloy Housing Authority, and made arrangements to inspect the property on August 28, 2023. We inspected the property together. I have inspected the property another time before. At his request, the property did not need to be inspected for this appraisal.

Leasehold Interest

The property is owner-occupied.

Purpose of the Appraisal

The purpose of this appraisal was to estimate the market value of the fee simple interest as of the effective date of the appraisal (date of valuation), November 26, 2024.

Intended Use and Users of the Appraisal

The written report is the vehicle which transmits the data and reasoning to the reader in support of my opinion of market value. The intended use of the appraisal will be for purchase negotiation purposes. I expect that the intended user of this report will be you (the client) and others involved with the potential purchase of this property.

Definitions

Market Value

"Market Value" means the most probable price estimated in terms of cash in United States dollars or comparable market financial arrangements which the property would bring if exposed for sale in the open market, with reasonable time allowed in which to find a purchaser, buying with knowledge of all of the uses and purposes to which it was adapted and for which it was capable.¹

¹ Arizona Revised Statutes 12-1122(C)

Fee Simple Interest

*Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.*²

Exposure Time

*The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal (Comment: a retrospective estimate based on an analysis of past events assuming a competitive and open market.)*³

Date of Inspection

August 28, 2023

Effective Date of the Appraisal

November 26, 2024 (date of valuation)

Date of the Report

November 26, 2024 (date of transmittal)

² Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, (Chicago, Illinois: Appraisal Institute, 2022), page 73.

³ Uniform Standards of Appraisal Practice 2024, Appraisal Standards Board, Definitions, page 4

REGIONAL AND NEIGHBORHOOD ANALYSES

As real estate is fixed in location, it is important to analyze the external forces, which affect its value. This section introduces the four interrelated forces that have both a direct and indirect effect upon the marketability of real estate in Pinal County:

- *Environmental Forces*: This category of market forces includes an analysis of topography, climate, land-use patterns, water availability, transportation and street patterns as well as constraints on future growth and development potential.
- *Economic Forces*: This category includes an analysis of population and employment trends, wage levels, local market trends (including supply/demand characteristics of major market segments), availability of financing, and the availability of goods and services.
- *Governmental Forces*: This category includes an analysis of local/regional governmental attitudes and policies regarding growth, development, provision of services, taxation, city planning and incentives to commerce, industry and real estate development.
- *Social Forces*: This category includes an analysis and discussion of the demographic composition of the population and its demand for real estate. Consideration is also given to attitudes of the population regarding education, growth, development and lifestyle options.

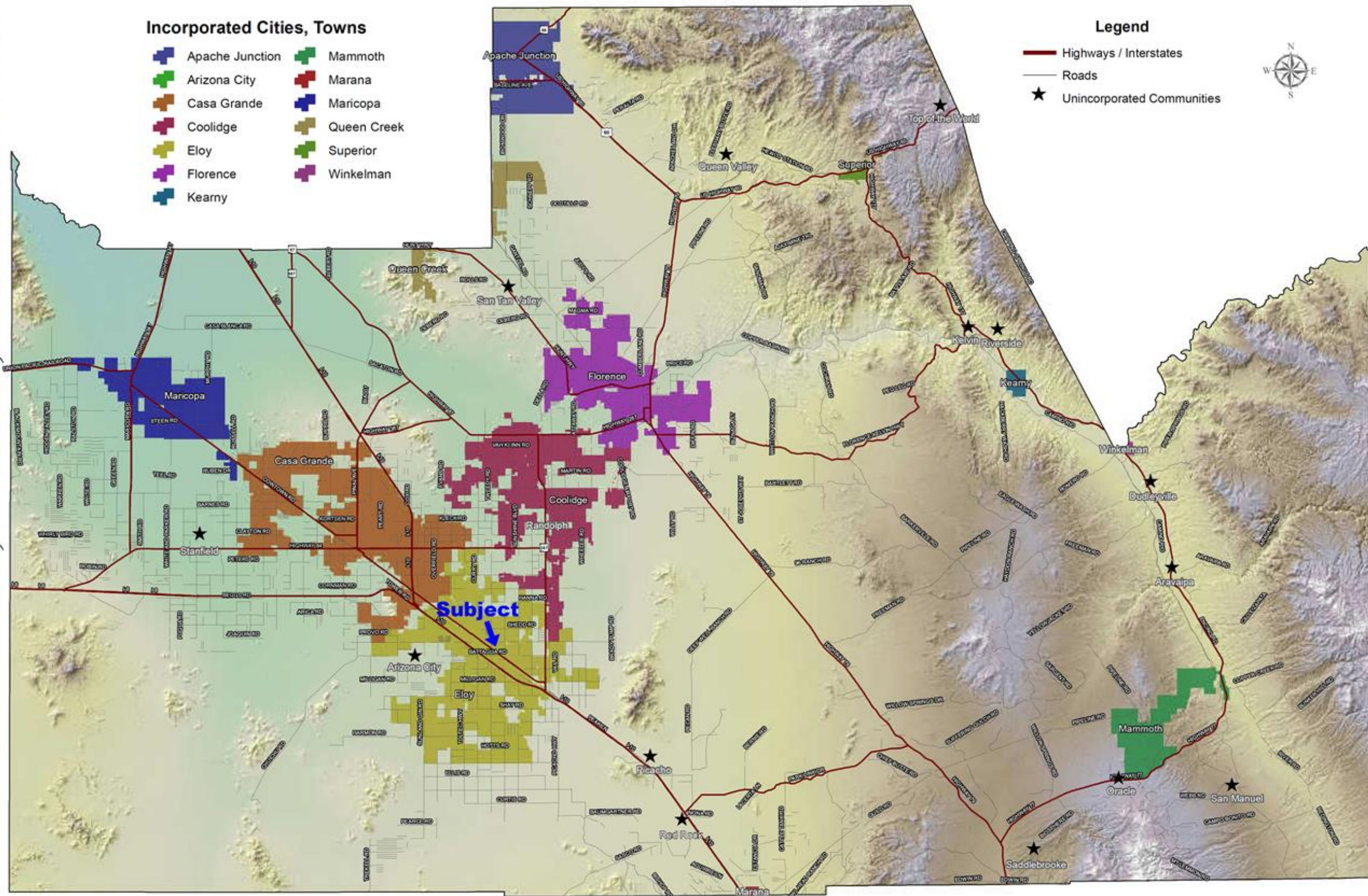
Environmental Forces

Physical features including land area, topography, climate, availability of water, and surrounding land uses have a direct impact on the general desirability of a city or town.

Pinal County Overview

Pinal County was formed from portions of Maricopa and Pima Counties on February 1, 1875, in response to the petition of residents of the upper Gila River Valley, as "Act #1" of the Eighth Territorial Legislature. Florence, established in 1866, was designated as, and has remained, the county seat.

The county encompasses 5,374 square miles, of which 4.5 are water. In both economy and geography, Pinal County has two distinct regions. The eastern portion is characterized by mountains with elevations to 6,000 feet and copper mining. The western area is primarily low desert valleys and irrigated agriculture.



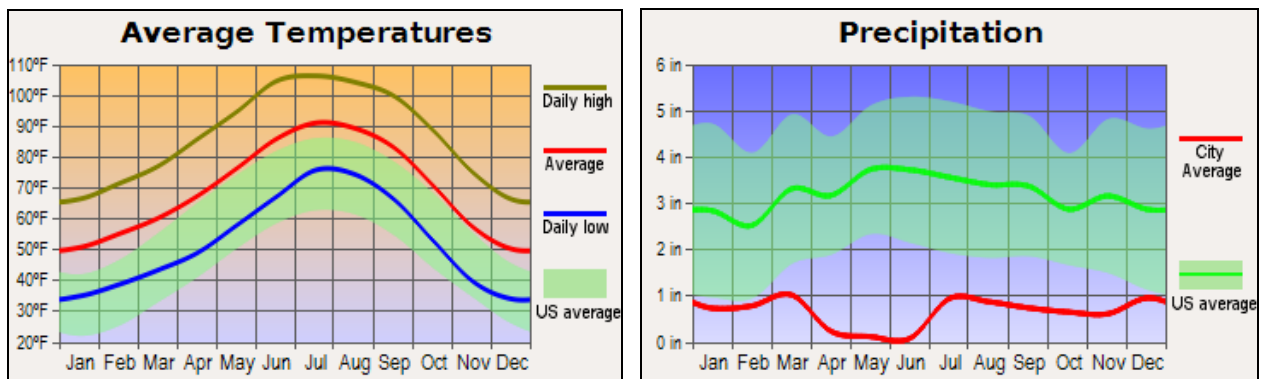
The subject is located in the City of Eloy. Eloy lies approximately 10 miles south of Casa Grande and approximately halfway between the cities of Phoenix and Tucson. It is within the same desert valley as Maricopa, Toltec, Casa Grande, Florence and Coolidge. The incorporated area of the City of Eloy is 114 square miles.

Topography

The level topography in this area typically allows for typical construction without costly site preparation. With the level and relatively unobstructed terrain, street patterns have taken on a north/south, east/west grid orientation. Major arterials are generally found along section lines in a north-south or east-west alignments. These major arterials carry the bulk of everyday traffic.

Climate

Climate alone attracts thousands of people to the state annually as residents or as visitors. This in turn creates great increases in demand for goods, services and housing, thereby bolstering the local economy and contributing to the growth cycle. Located at an elevation of 1,555 feet, Eloy enjoys a dry subtropical climate. The following graphics illustrate the seasonal variations in temperature and precipitation in Eloy, Arizona.



Land Use

The State of Arizona is Pinal county's largest landholder with 35 percent, followed by individuals and corporations, 22 percent; Indian reservations, 23 percent; the U.S. Forest Service and Bureau of Land Management, 14 percent, and the remaining 6 percent is other public land.

The majority of land within the city limits and its planning area is vacant or in agricultural use. Other key land uses include residential and industrial uses. Over the long term, as the Phoenix and Tucson metropolitan areas continue to grow, Eloy's desirability as an accessible location is expected to be enhanced. Opportunities exist to encourage development types and patterns that are competitive with those in the Phoenix and Tucson metropolitan areas, as well as those that offer the "small town" lifestyle treasured by local residents.

Eloy is considered part of Casa Grande's market area which reportedly consists of more than 91,000 consumers and is the retail center for western Pinal County's consumers, including local retailers, specialty stores, antiques stores, and outlet shopping. The Casa Grande Main Street historical shopping district offers many unique shops. The newest addition to the supply of commercial/retail space is the 1,000,000-square-foot shopping mall, The Promenade at Casa Grande, which includes a number of well-known national retail stores and restaurants and a multi-plex movie theater.

Commercial/retail activity within the City of Casa Grande is focused along Florence Boulevard, primarily between Pinal Avenue and just east of Interstate-10. The oldest shopping centers are generally to the west, with more recent growth extending to the east. The Promenade at Casa Grande is at the interchange of Interstate-10 with Florence Boulevard. Much of the additional retail development built or planned focused on that area prior to the economic downturn. Other retail development is found at arterial intersections throughout the city.

Water Availability

Groundwater is pumped from basins located beneath the surface of Pinal County. The metropolitan area relies on groundwater for much of its supply. In response to this overdraft, the Arizona State Legislature enacted the 1980 Groundwater Management Code to safeguard water supplies. According to the code, the goal is to reach "safe yield" by the year 2025, which assumes that there will be no more groundwater withdrawn than is recharged.

Although the present water supply is adequate for the needs of the surrounding area, water conservation and apportionment of water rights have become two major issues facing residents of the region and impacting the potential for growth.

Transportation

The Casa Grande area is supported by a typical transportation system. The metropolitan area is served by Interstates-10 and -8, and State Highway 84, 287 and 387. Eloy is located at the intersection of Interstate-8 and Interstate-10. Casa Grande is the only sufficiently large city that it has scheduled bus service throughout most of the central incorporated area.

Rail Service - The Union Pacific Railroad parallels the Maricopa-Casa Grande Highway and SR 238 from Casa Grande to Gila Bend. Currently, between 45 and 55 freight trains operate daily through Maricopa and Casa Grande. Amtrak's Orlando-Los Angeles Sunset Limited has scheduled stops in Maricopa. The Amtrak station in Maricopa serves both communities and is located just east of the SR 347 crossing of the UPRR tracks.

Air Service - The nearest major airport is Sky Harbor International Airport in Phoenix, 60 ± miles to the north. Eloy has a small lightly-used municipal airport.

Economic Forces

Population

Eloy is currently growing at a rate of 1.44 percent annually. With a 2020 population of 20,197, it is the 33rd largest city in Arizona. Eloy is currently growing at a rate of 1.44 percent annually and its population has increased by 21.44 percent since the most recent census, which recorded a population of 16,631 in 2010. The median age in Eloy is 35.8 years, 35.6 years for males, and 37.5 years for females. They make up 3,073 households.

The average household income in Eloy is 52,667 with a poverty rate of 29.08 percent. The median rental costs in recent years comes to \$718 per month, and the median house value is \$100,100. The high poverty levels are high and the housing prices low are due in part to the large number of manufactured home developments in Eloy.

Employment

The unemployment rate is trending remains high at 6.4 percent but is still slightly lower than the Arizona average of 6.7% (Bureau of Labor Statistics).

The city continues to be a prime location for nine major truck stops (along I-10) and is the site of four prison facilities operated by CoreCivic. Other private employers include: Schuff Steel, Otto Environmental Systems Inc., Republic Plastics Arizona, LLC, San Juan Pools, Townley Manufacturing, HASA of Arizona, Monsanto Inc. and Arizona Pacific Wood Preserving Inc.

Eloy is also known internationally for its skydiving facilities. Located at the Eloy Municipal Airport, SkyDive Arizona and its supportive businesses can accommodate the experienced and novice jumper.

Growth

Arizona ranked among the leading states in three important economic indices of growth for more than a decade--growth in personal income; growth in population; and growth in non-farm wage and salary employment. Construction, manufacturing, service and trade, government, and agriculture were all important factors that contributed to a relatively sound economy.

Real Estate Development and Construction Activity

As land prices escalated in the Phoenix metropolitan area, many builders moved outward from the metropolitan area. Casa Grande and other outlying communities are experiencing sizable, but less significant growth than closer-in communities like the City of Maricopa.

Economy

Eloy is strategically located at the intersection of two Interstate Highways (I-8 and I-10) in an area known as Arizona's Golden Corridor. Eloy's economy has focused on agriculture because of its location in the Santa Cruz River Basin, one of Arizona's most fertile agricultural areas. Recently, the city's economy has diversified, with more than three quarters of its businesses and nearly half its employment now in the industrial, wholesale/retail trade, and service sectors.

Tourism

The most noted Arizona tourists are winter visitors. These "snowbirds" as they are typically called, arrive in the metropolitan area during October and leave during April or May. Generally, Arizona attracts more winter visitors than any other state, except Florida.

Newly released numbers from the Arizona Department of Tourism show that tourists spent over \$500 million in Pinal County in 2017. A study conducted by Dean Runyan Associates highlights tourism dollars spent in Arizona and breaks them down by county. Pinal County's economy realized \$691.5 million in tourism-related spending.

The study shows that tourism accounts for 6,900 jobs in the county. The vast majority of those come from the accommodation and food service industry (4,500). Arts, entertainment and recreation come in second at 1,400

Agriculture

Pinal County is one of the largest agricultural counties in the State of Arizona. Major commodities produced in the county include hay, cotton, grains, vegetables and fruits. About five percent of the workforce is in agriculture and related industries.

Real Estate Value Trends

Single Family Residential – With the abundance of fully developed lots in Casa Grande, little new residential development has overflowed south to Eloy. Nevertheless, 90 vacant lots that had never been fully developed were recently purchased by a developer and are slowly being developed three to five at a time. Robson Ranch, a 55+ community in Eloy, reportedly has been adding 100 new homes a year.

Industrial – Casa Grande has seen increased but limited industrial growth. Development of this type in the Eloy area is very sluggish and not expected to improve in the foreseeable future.

Office - Casa Grande has not seen office growth recently. Development of this type in the Eloy area is very sluggish and not expected to improve in the foreseeable future.

Retail – Casa Grande has seen little retail recently. Development of this type in the Eloy area is very sluggish and not expected to improve in the foreseeable future. While Eloy has nine truck stops and several mom-and-pop retail businesses, there are no neighborhood retail centers. Most retail needs are found north in Casa Grande. In 2007, The promenade at Casa Grande opened, providing the community with 1 million square feet of retail space making it one of the six largest shopping centers in the state. But since, two large anchors have vacated. Given the growth in housing and population, the multi-family residential, retail, office, and industrial markets saw noticeable growth through the same time period as the residential market. These market segments declined significantly but began recovering in 2012. In 2014, construction a 136,000 square foot Sam's Club was completed. It was closed three years later.

Although Casa Grande and Eloy continue to the grow, the growth has not been strong enough to support the large amounts of retail space added to the market. Little demand exists for additional speculative development.

Financial and Lending Industry

Given the record-low level of interest rates, the large supply of lenders and the many investors seeking higher returns, acquisition, construction and permanent loan financing was plentiful and inexpensive.

Governmental Forces

There are basically three levels of government servicing Eloy: state, county and municipal (city) levels. Additionally, other special districts, such as school systems and irrigation districts, levy taxes and provide services. Primary revenue sources utilized by state government include a personal state income tax and a sales tax on retail items purchased in the state. Property taxes and a retail sales tax are the primary funding for the lower levels of government.

Pinal County government consists of 41 departments with a total operating budget for fiscal year 2020 tentative budget of \$294,831,855

It appears that the factors of government and regulation do not unfairly burden real estate development. Historically, the local governments have been well-staffed, organized and funded to support all community services and facilities. However, the economic downturn has forced layoffs and resulted in serious deficits.

Eloy and Pinal County are fairly liberal regarding changes in land use. The city restricts commercial and industrial more than many other cities with strong requirements for attractive design, open space, sign size and type, parking, and compatibility with surrounding residential areas. Although this may drive up developers' costs, the end product as well as the community has proven to be more marketable.

Education/Schools

Eloy has several early education and elementary schools, a junior high and a high school. Central Arizona College, a two-year community college with a campus in Casa Grande, offers a range of courses including college preparatory, liberal arts, vocational/technical, and career education. The University of Phoenix offers bachelors and masters degrees in business-related areas in conjunction with the community college.

Community Facilities

Eloy offers a broad range of facilities including senior centers, museums, library, bowling center, fitness and racquet club, pools, movie theater, golf courses, rodeo stadium and skydiving facility.

There are more than 18 parks, many with ramadas, handball courts, tennis courts, softball diamonds, and playground equipment.

Utilities

Almost a government within themselves, utility companies can affect the demand for and marketability of real estate in an area. The area is served by Arizona Public Service, the City of Eloy, Pinal County Electrical District, Arizona City Sanitation and Southwest Gas as well as various telecommunications providers, waste handlers and recyclers.

Medical

While Eloy has a small public health facility most medical services are found in Casa Grande. Casa Grande Regional Medical Center has the capacity for 240 beds.

Real Estate Taxes

Another expense incurred in the operation of real estate is taxes. Commercial and industrial properties top the scale with a 25 percent assessment of current value. Residential properties are assessed at 10 percent of current value; 10 percent for residential rentals; and 16 percent for vacant land. Developers and investors indicate that this tax burden is not adverse.

Recreation

In and around Eloy are numerous public neighborhood and community parks and nearby regional parks. Casa Grande partnered with Francisco Grande Hotel & Golf Resort to make Grande Sports World. Since 2010, Casa Grande has turned into an international soccer haven with Grande Sports World, where 12 of 18 Major League Soccer teams conduct training. The Canadian Olympic team trains at Grande Sports World as do two New Zealand groups and an under-17 team from Rwanda.

A full range of recreational amenities are available with a 60-minute drive to the north into the Phoenix metropolitan area. These include more than 100 golf courses, two water parks, and several major and minor league sports teams. Spring training is a major attraction and significant contributor to the economy.

Footprint Arena (formerly Talking Stick Resort Arena), a 19,100-seat arena, was built in June, 1992, in downtown Phoenix. It is host to the Phoenix Suns, Mercury, and Rattlers. The Phoenix Coyotes occupy a temporary facility at Arizona State University after a long tenure at the Gila River Arena in Glendale, now the Desert Diamond Arena.

In 1994, Arizona was awarded a baseball expansion franchise. To accommodate the *Diamondbacks*, a new 48,500-seat stadium, Chase Field was built on a 24.84-acre site at the southwest corner of Jefferson and 7th Street in March, 1998. The facility hosted the World Series in 2001.

In January, 1996, the nation's largest sporting event, Superbowl XXX, was hosted in Tempe at Sun Devil Stadium, an open-air facility. Superbowl XLII was held in February, 2008, at the State Farm Stadium, a domed stadium completed in 2006 for the Arizona Cardinals in Glendale, Arizona, next door to Desert Diamond Arena. The championship game returned in 2015 and then in 2023.

Neighborhood

The subject is located in Eloy (Pinal County), Arizona. The city limits define the neighborhood boundaries. Eloy's economy has focused on agriculture because of its location in the Santa Cruz River Basin, one of Arizona's most fertile agricultural areas. Only recently has the city's economy diversified. More than three quarters of its businesses and nearly half its employment now in the industrial, wholesale/retail trade, and service sectors. The city continues to be a prime location for five major truck stops (along I-10) and is the site of four prison facilities operated by CoreCivic. Other private employers include: Schuff Steel, Otto Environmental Systems Inc., Republic Plastics Arizona, LLC, San Juan Pools, Townley Manufacturing, HASA of Arizona, Monsanto Inc. and Arizona Pacific Wood Preserving Inc. Eloy is also known internationally for its skydiving facilities. Located at the Eloy Municipal Airport, SkyDive Arizona and its supportive businesses can accommodate the experienced and novice jumper.

Conclusion and Outlook

Eloy's proximity to the Phoenix metropolitan area is important to future growth. But growth is expected to be slow in the near and intermediate future.

SITE ANALYSIS

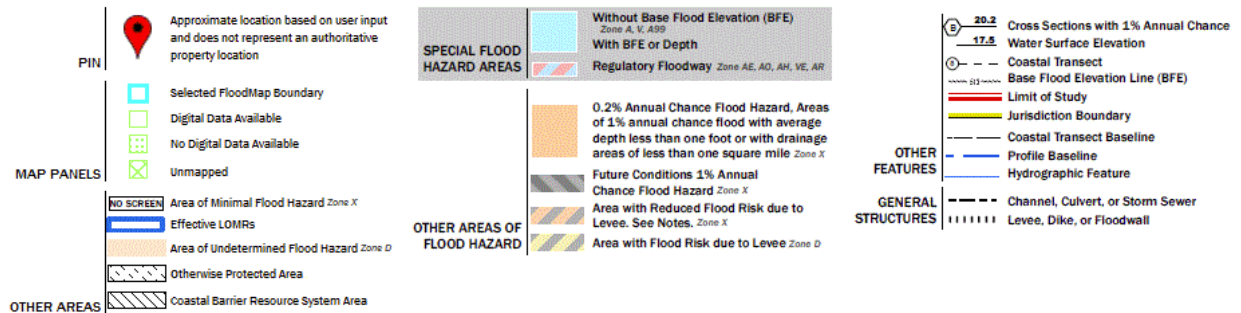
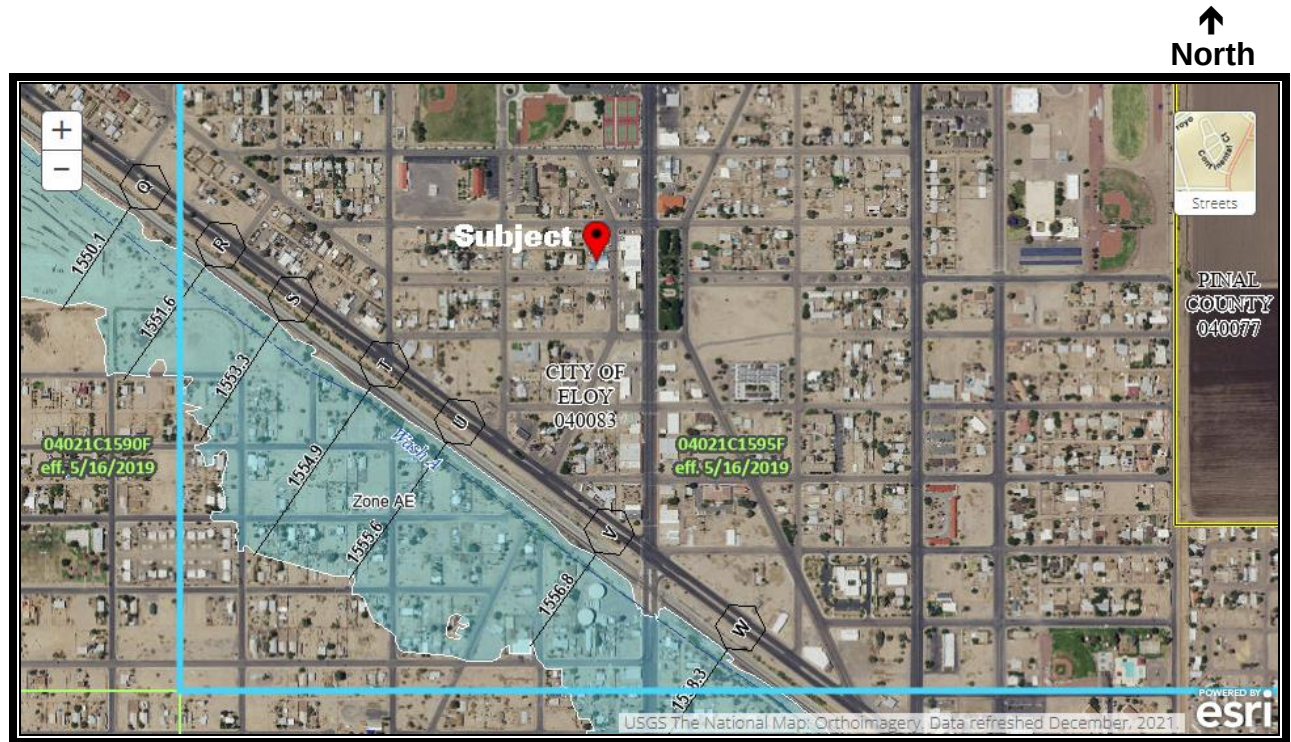
ADDRESS:	100 West Phoenix Avenue, Eloy, Arizona
ASSESSOR'S PARCEL NO.:	405-02-341A
SITE AREA:	5,000 square feet
SHAPE/DIMENSIONS:	Rectangular; 100.00' x 50.00' (per Assessor's plat)
TOPOGRAPHY:	Level
DRAINAGE:	No drainage study was provided for my review. I assumed no adverse drainage conditions.
FLOOD ZONE:	According to FEMA flood map number 04021C1595F, effective May 6, 2019, the subject property is within Flood Zone X where periodic flooding is not expected, site improvement costs are typical and flood insurance is not required by lenders for improved properties.
CONTAMINATION:	No environmental study was provided for my review. I assumed no contamination.
SOIL:	No soil study was provided for my review. I assumed no adverse soil conditions.
ARCHEOLOGICAL:	No archeological study was provided for my review. I assumed no ruins, burials, or artifacts.
FRONTAGE/ACCESS:	100.00 feet on Phoenix Avenue, a minor street; 50 feet on B Street, a minor street that the City of Eloy has blocked with a gate they control; alley access

ASSESSOR'S AERIAL PHOTOGRAPH

↑
North



FEMA FLOOD ZONE MAP



STREET IMPROVEMENTS:	<u>Phoenix Avenue</u>	<u>B Street</u>
Right-of-Way	50 feet to centerline	32 feet to centerline
Traffic Lanes	1 east/1 west	1 north/ 1 south
Median	Parking	None
Surface	Asphalt	Asphalt
Curb/gutter	Yes	Yes
Sidewalk	Yes	Yes
Streetlights	Yes	Yes
Storm Sewer	No	No
Speed Limit	25 mph	25 mph (south of gate)
Curbside Parking	Yes	Yes
TRAFFIC COUNT:	Both Streets - Light, unmeasured	
VISIBILITY:	Average	
FUTURE ROW REQUIREMENTS:	None anticipated	
EASEMENTS:	No title report was provided for my review.	
Utility	Typical utility easements were assumed.	
UTILITIES:		
Water	City of Eloy	
Electric	Arizona Public Service (APS)	
Sanitary Sewer	City of Eloy	
Telephone	Lumen Technologies, Inc.	
Gas	Southwest Gas	
ADJACENT LAND USES:		
North	City-owned building	
East	Eloy Police Department	
South	Single-family residence	
West	Single-family Residence	
ENCROACHMENTS:	None noted	
EXTERNAL INFLUENCES:	None adverse noted	

MARKETABILITY:

Physical factors which enhanced marketability:

- Level topography
- Publicly-dedicated and maintained access
- No soil or sub-soil problems known
- Electricity, water and sewer available
- FEMA Flood Zone X

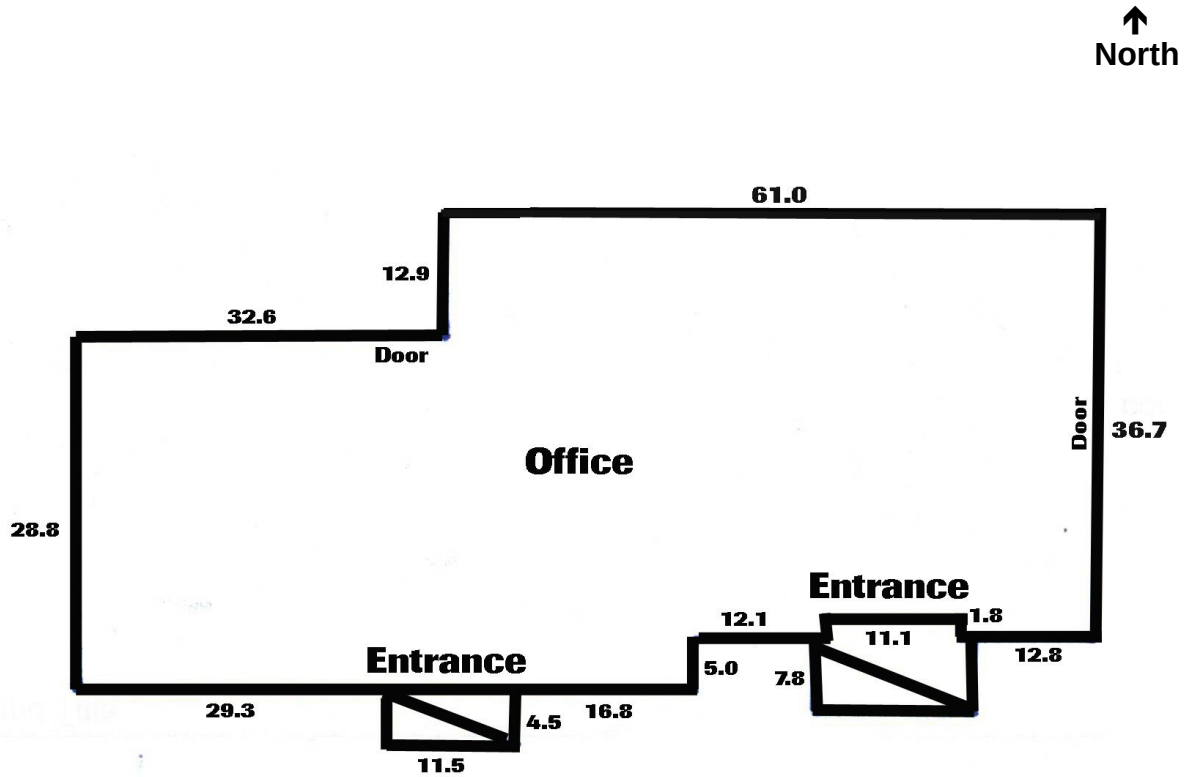
Physical features which limited marketability:

- Small size

IMPROVEMENT ANALYSIS

INTRODUCTION:	This description of the subject property is based upon my physical inspection of the subject on August 28, 2023 and data provided by the property owner's representative.
TYPE:	Office building
ADDRESS:	100 West Phoenix Avenue, Eloy, Arizona
BUILDING AREA:	My measurement and calculation
Office	3,283 square feet (GBA)
YEAR BUILT:	1982 (per Assessor)
LAND/BUILDING RATIO:	1.52:1 (5,000 s.f. ÷ 3,283 s.f.); very low ratio
FLOOR AREA RATIO:	0.66 (3,283 s.f. ÷ 5,000 s.f.); very high ratio
BUILDING PLANS/LAYOUT:	Please refer to the building sketch on the next page.
INTERIOR LAYOUT:	Typical office layout
FOUNDATION:	Reinforced concrete stem walls and footings with concrete slab
FLOORS:	Poured concrete slab over an ABC base assumed
EXTERIOR WALLS:	Concrete slump block
ROOF STRUCTURE:	Wood trusses and beams assumed
ROOFING:	Metal and built-up
WINDOWS:	Aluminum casement, dual pane

BUILDING AND FLOORPLAN SKETCH



Gross Building Area

$$\begin{aligned} 61.0 \times 12.9 &= 786.90 \text{ s.f.} \\ 93.6 \times 23.80 &= 2,227.68 \\ 57.6 \times 5.0 &= 288.00 \\ (11.1 \times 1.8 &= 19.98) \\ \hline &3,283.00 \text{ s.f.} \end{aligned}$$

DOORS:	Solid, hollow core and paneled wooden doors
FLOOR COVERINGS:	Plank vinyl, vinyl squares, exposed concrete
PARTITIONS:	Metal studs covered with textured, painted drywall; slump block
INSULATION:	Batt insulation in ceiling
CEILINGS/CEILING HEIGHTS:	8-10-foot drywall
HEATING & COOLING:	Roof-mounted electric HVAC
PLUMBING/RESTROOMS:	Three restrooms (one unfinished); sink in kitchenette
LIGHTING:	Ceiling-mounted fluorescent fixtures
FIRE SPRINKLERS:	None
STAIRCASES:	None
ELEVATORS:	None
UTILITIES:	Electricity, water, sewer, gas
METERING:	Single water, electric and gas meter
PARKING:	Public parking in median (ample)
LANDSCAPING:	Green and gravel
SIGNAGE:	Monument



ENVIRONMENTAL
CONSIDERATIONS:

No environmental study was provided for my review. Roof leakage spawned mold contamination recently but the contamination has been remediated according to the client. Given remediation, some drywall, baseboards, floor coverings, and lighting have been removed leaving the space unfinished and unusable. I appraised the property "as is".

AMERICANS WITH
DISABILITIES ACT:

The subject property was constructed in 1982 according to the Assessor's records and prior to the enactment of the Americans with Disabilities Act (ADA) in 1990. The appraiser is not trained to discern all compliance. The services of an ADA-certified building inspector is recommended should the reader have any questions.

QUALITY CLASSIFICATION:

Class C

PHYSICAL DEPRECIATION:

Average-fair condition given roof leakage requiring partial roof replacement, wall, ceiling, flooring, electrical repair and replacement

FUNCTIONAL OBSOLESCENCE:

The design and layout of the building remains functional and meets market acceptance. However, the subject and the building adjacent to the north are linked by doorways. It is unknown whether electrical and plumbing systems are linked as well. I have assumed they are not.

EXTERNAL OBSOLESCENCE:

None noted

PHYSICAL LIFE &
EFFECTIVE AGE:

An office building like the subject and the associated improvements typically have a physical life of 75 ± years. The subject improvements were 41 years old as of the effective date of the appraisal. Its effective physical age was considered to be 30 years.

REMAINING PHYSICAL LIFE:

45 years

ECONOMIC LIFE
& EFFECTIVE AGE:

Economic life is generally shorter than physical life given changes in investor and user taste. Thus, effective economic life can be greater or less than effective physical age. In this case, the economic life of such improvements is 70 years in my opinion. The effective economic age is estimated to be 30 years.

REMAINING ECONOMIC LIFE:

40 years (this remaining life can be achieved with continued repair and maintenance)

REAL PROPERTY VS.
PERSONAL PROPERTY:

Real property:

- Fixed interior and exterior lighting
- Plumbing fixtures
- Electrical systems
- Doors
- Floor coverings

Personal property:

- Tenant's furnishings and electronics

INTERIOR PHOTOGRAPHS

(August 28, 2023)



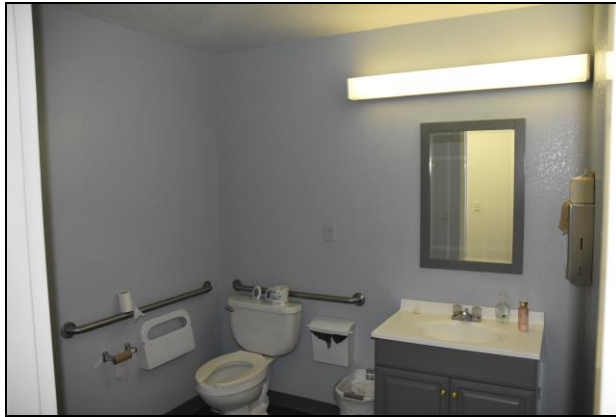
Lobby



Offices



Common Area and Office



Restrooms



Bullpen



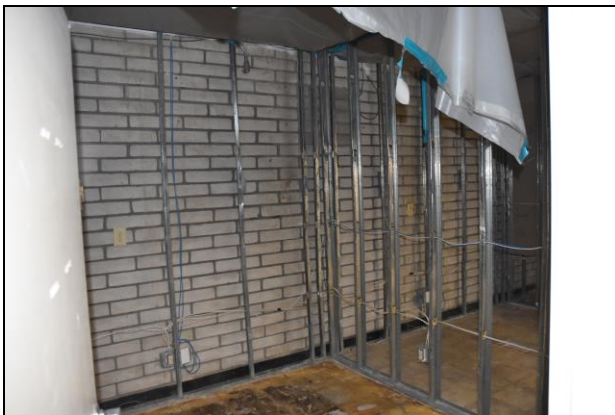
Unfinished Bathroom



Unfinished Office and Hallway



Unfinished Ceilings



Unfinished Office and Storage

ZONING AND LEGAL RESTRICTIONS ANALYSIS

General Plan

The City of Eloy General Plan 2020 designates the subject for “Public/Institutional” use. This designation is used to provide for the basic functions and services as needed and desired by the city’s residents and business owners. As development occurs within the city, additional lands will be needed to provide basic public services, such as municipal facilities, public safety facilities, utilities, and large-scale recreation uses.

Zoning Classification

The subject is zoned C-2, Community Commercial, by the City of Eloy. The purpose of this district is to provide a location for general business and commercial uses. The intent of this district is to allow for larger commercial uses to satisfy the needs of the community at large while providing for a broad range of retail, office and service-oriented activities.

Allowable Uses

- Public and Semi-public
 - Arboretum or botanical garden
 - Assembly hall/auditorium
 - College or University
 - Community recreation center
 - Cultural facility
 - Fraternal or social club
 - Government offices or civic buildings
 - Health care/medical facility or clinic
 - Hospital
 - Library
 - Museum or cultural facility
 - Public safety facility
 - Religious assembly
 - Utility facility, minor
- Commercial
 - Alcoholic beverage, sales
 - Automobile rentals
 - Automobile sales and lease
 - Bar, lounge or tavern
 - Business services
 - Coffee shop/café
 - Convenience market
 - Farmers’ market
 - Financial institution, chartered
 - Fitness and sports center
 - General market
 - General personal services
 - General recreation, indoor

Hotel or motel
Institutional services or trade schools
Microbrewery
Office, business or professional
Restaurant
Parking lots and structures
Retail, general
Retail, large
Service station
Tour services

Conditional Uses

- Residential
 - Assisted living center
 - Boarding/shelter care
 - Caretaker's quarters
 - Nursing home
- Public and Semi-public
 - Bus terminal
 - Cemetery
 - Child care center
 - Community playfields or parks
 - Non-profit/non-governmental organization
 - School, boarding
 - School, public or private
 - Social service facility
 - Solar generation facility
 - Utility facility and service yard, major
 - Wireless facility, incl. towers and support facilities
- Commercial
 - Animal hospital/veterinarian
 - Animal kennel/shelter
 - Automotive repair
 - Car wash
 - Coffee shop/café with drive through
 - Commercial entertainment, indoor or outdoor
 - Medical marijuana dispensary or infusion
 - Nightclub
 - Non-chartered financial institution
 - Nursery, commercial
 - Outdoor/mobile vending
 - Recreational marijuana establishments and dual licensee facilities
 - Restaurant, with drive through
 - Restaurant, with off-track betting
 - Retail, general with drive through
 - Smoke shop
 - Self-storage, indoor
 - Service station with car wash
 - Truck stop
- Industrial
 - Building material sales, indoor, outdoor or wholesale
 - Heavy rental, outdoor

Site Regulations

Maximum Building Height

35 feet without conditional uses permit

Maximum Lot Coverage

60 percent

Setbacks

Front – 15 feet facing parking areas, 20 feet elsewhere

Side – 15 feet; 30 feet adjacent to residential; 0 feet adjacent to structures with 0 setback

Side Street – 10 feet

Rear – 20 feet; 30 feet adjacent to residential

Entitlements

The subject was entitled for the existing improvements. However, the entitlement did not have contributory market value as the use would not be replicated.

Rezoning Potential

The C-2, Community Commercial, zoning classification provides for uses desirable to the market. Given surrounding development, a rezoning to any other zoning classification is not considered reasonably probable.

Private Restrictions

No title report was provided for my review. I assumed there were no deed or private restrictions that would adversely affect or enhance the development and use of the property.

Off-Title Information

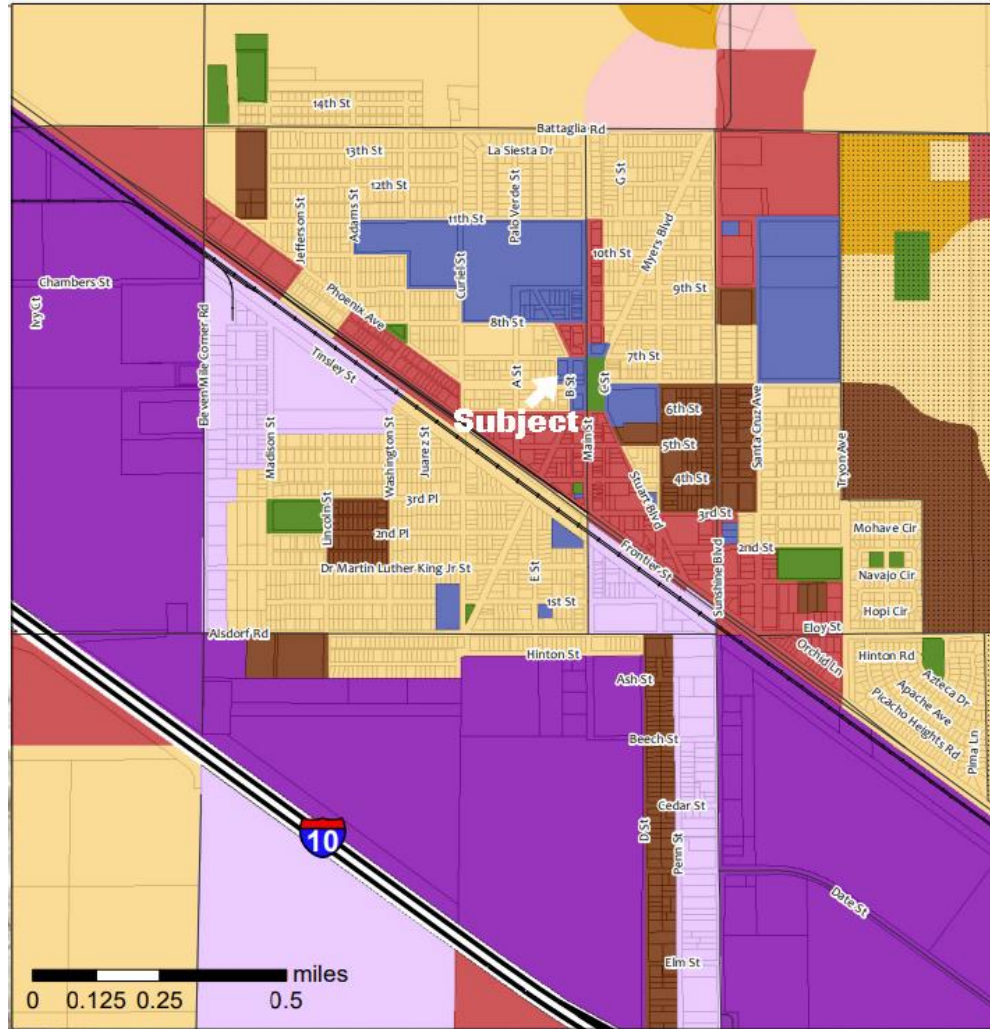
At times, a property can be restricted by agreements with adjoining property owners, by customary use or by adverse possession. In this case, there appeared to have been none.

Existing Use

The improvements are allowed by the current zoning designation. Because building codes have changed since the improvements were constructed, individual construction details, setbacks, retention and landscaping requirements may not adhere to current codes making the improvements a legal non-conforming use. However, such status, if true, does not adversely affect its market value. The improvements can continue to be used, as is, without the need to meet current standards, as long as the uses are not changed.

CITY OF ELOY GENERAL PLAN MAP

↑
North



Industrial

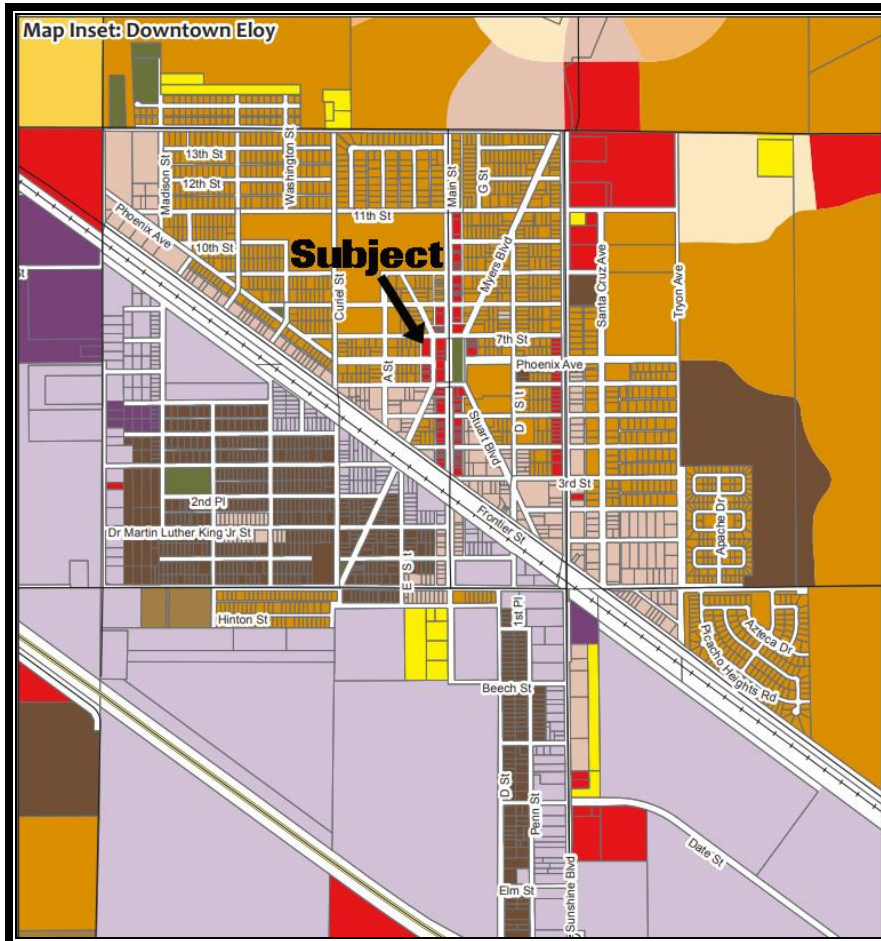
- Light Industrial
- General Industrial

Other

- Parks/Open Space
- Mixed Use
- Public/Institutional
- Planned Community Area
- Airport Influence Area

CITY OF ELOY ZONING MAP

↑
North



Zoning Districts

Single Residence

- RR-20 Rural Residential (20 acres/du)
- RR-5 Rural Residential (5 acres/du)
- R1-43 Estate Density Residential (43,560 sq. ft.)
- R1-12 Low Density Residential (12,000 sq.ft.)
- R1-8 Medium Density Residential (8,000 sq. ft)
- R1-6 Med-High Density Residential (6,000 sq.ft)

Commercial

- C-1 Neighborhood Commercial
- C-2 Community Commercial

Multiple Residence

- R-2 Med-High Density Residential (8 du/acre)
- R-3 High Density Residential (10 du/acre)
- R-4 High Density Residential (24 du/acre)

Industrial

- I-1 Light Industrial
- I-2 General Industrial

Open Space

- OSC Open Space Conservation
- OSR Open Space Recreational

REAL ESTATE TAX AND ASSESSMENT ANALYSIS

Introduction

Most real property in the county is assessed by the Assessor and the tax liability is collected by the Treasurer. Assessed values are typically established in November or December of each year, with tax rates in the following September. Taxes are paid in equal bi-annual installments, due October 1 of the current tax year and March 1 of the following year.

Assessment and Full Cash Value

The Assessor identified the subject with parcel number 405-02-341A. The Assessor classified the parcel as "Business Office". The Assessor's preliminary opinion of full cash value for 2024 was \$165,034 or \$49.83 per square foot based on the Assessor's estimate of gross building area of 3,312 square feet. The Assessor's opinion of market value was similar to mine.

Full Cash Value (FCV) Limited Property Value based on Proposition 117 (2012) (LPV) Year over Year (YoY)

	2021 Final	2022 Final	2023 Final	2024 Final	2025 Prelim
FCV Improvement	\$140,960	\$140,960	\$140,960	\$162,534	\$164,353
FCV Land	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500
FCV Total	\$143,460	\$143,460	\$143,460	\$165,034	\$166,853
FCV YoY Change	0%	0%	0%	15%	1%
Assessed FCV	\$21,519	\$21,519	\$21,519	\$24,755	\$25,028
LPV Total	\$137,805	\$143,460	\$143,460	\$150,633	\$158,165
State Aid	\$0	\$0	\$0	\$0	\$0
Tax Amount	\$0	\$0	\$0	\$0	\$0

Real Estate Tax Liability

The subject had no tax liability as it was owned by a tax-exempt entity. However, for the estimation of market value, I have assumed a typical tax liability for the subject property.

Delinquent Tax Liability

None

Special Assessment

No unusual special assessment was reported.

HIGHEST AND BEST USE ANALYSIS

Highest and best use reflects a basic assumption about real estate market behavior--that the price a buyer will pay for a property is based on his or her conclusions about the most profitable use of the land or property. The determination of a property's highest and best use may or may not conform with the existing use. The determination of highest and best use must be based upon careful consideration of prevailing market conditions, trends affecting market participation and change, and the existing use of the subject property.

Highest and best use may be defined as:

The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. ⁴

Because the use of land can be limited by the presence of improvements, highest and best use is determined separately for the land as though vacant and available to be put to its highest and best use, and then for the property as it is currently improved.

The first determination reflects the fact that land value is derived from potential land use. Land has limited value or no value unless there is a present or anticipated use for it. The amount of value depends on the nature of the land's anticipated use according to the concept of surplus productivity. Among all reasonable alternative uses, the use that yields the highest present value, after payments are made for labor, capital, and coordination, is generally regarded as the highest and best use of the land as though vacant.

The highest and best use of a property as improved refers to the optimal uses that could be made of the property including all existing structures. The implication is that the existing improvements should be retained "as is" so long as they continue to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing them and the construction of the new improvement.

The highest and best use of both land as though vacant and property as improved must meet four criteria. The highest and best use must be:

1. Physically possible,
2. Legally permissible,
3. Financially feasible, and
4. Maximally productive.

⁴ Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, (Chicago, Illinois: Appraisal Institute, 2022), page 88.

These four criteria are considered in reference to the subject property in the following analysis.

Highest and Best Use, As Vacant

Physically Possible

The subject is 5,000 square feet of land located at 100 West Phoenix Avenue, Eloy, Arizona. Physical factors which enhanced marketability:

- Level topography
- Publicly-dedicated and -maintained access
- No soil or sub-soil problems known
- Electricity, water and sewer available
- FEMA Flood Zone X

Physical features which limited marketability:

- Small size

The subject's location and trends of development in the area indicate that the subject was ultimately most suitable for office/commercial development.

Legally Permissible

Public Restrictions – The City of Eloy General Plan 2020 designates the subject for “Public/Institutional” use. This designation is used to provide for the basic functions and services as needed and desired by the city's residents and business owners. As development occurs within the city, additional lands will be needed to provide basic public services, such as municipal facilities, public safety facilities, utilities, and large-scale recreation uses.

The subject is zoned C-2, Community Commercial, by the City of Eloy. The purpose of this district is to provide a location for general business and commercial uses. The intent of this district is to allow for larger commercial uses to satisfy the needs of the community at large while providing for a broad range of retail, office and service-oriented activities.

Entitlements – The subject was entitled for the existing use. However, the entitlement had no contributory market value as no one would replicate the use.

Rezoning Potential - The zoning provides for many uses and permits a wide variety of office/retail and other uses. Given the surrounding uses and the trends in the neighborhood, no change in zoning is likely.

Private Restrictions – No title report was provided for my review. I assumed no deed or private restrictions that would adversely affect or enhance the development and use of the property.

Off-Title Information - At times, a property can be restricted by informal agreements with adjoining property owners, by customary use or by adverse possession. In this case, there appeared to have been none.

Financially Feasible

Given the physical and legal restrictions and existing development in the area, the most likely use of the subject would be for a commercial/retail use. With Eloy's slow population growth, lower income levels and proximity to popular commercial and retail businesses in nearby Casa Grande, there has been very limited demand for additional commercial development in Eloy.

No data or studies were found that provide supply and demand statistics for office, industrial and commercial/retail uses in Eloy. However, my visit to Eloy and study of the existing supply and its value tells me that no new development is financially feasible. As such, the only use the subject has is for speculative investment anticipating appreciation and profit upon resale.

Maximally Productive

The subject was maximally productive as a speculative land investment.

Conclusion, As Vacant

Therefore, after considering the physical, legal and financial limitations of the site, it was my opinion that the highest and best use of the subject property would be for speculative investment.

Highest and Best Use, As Improved

Improvements

The improvements consist of a single-story 3,283 square foot office building built in 1982 and related site improvements. As it is average-fair condition, the property has a long remaining economic life with necessary rehabilitation and continued repair and maintenance.

Legally Permissible

The existing improvements constitute a legal use in the current zoning code. Because building codes have changed since the improvements were constructed, individual construction details, setbacks, retention and landscaping requirements may not adhere to current codes making the improvements a legal non-conforming use. However, such status, if true, does not adversely affect its market value. The improvements can continue to be used, as is, without the need to meet current standards, as long as the basic use is not changed.

Financially Feasible

The theory of highest and best use says that if the market value of the fee simple interest in the land, less the cost of demolition, is greater than the property as improved, then the improvements no longer represent the highest and best use of the land. My preliminary study of land value, demolition costs, and my appraisal of the property as improved indicated that the improvements were a financially feasible use of the land.

Maximally Productive

The improvements represented the maximally productive use of the land as redevelopment of the land would not result in a higher return to the land.

Conclusion, As Improved

The existing improvements represented the highest and best use of the land, as improved.

VALUATION PROCESS

The use of the Cost, Sales Comparison, and Income Approaches to Value depend on the type of property, the use of the appraisal, and the quality and quantity of data available for analysis. They are defined as follows:

Cost Approach: *A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost; and adding the estimated land value. The contributory value of any site improvements that have not already been considered in the total cost can be added on a depreciated-cost basis. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.*⁵

Sales Comparison Approach: *The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.*⁶

Income Approach: *Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.*⁷

Reconciliation: *A phase of a valuation assignment in which two or more value indications are processed into a value opinion derived from market data are resolved into a final value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.*⁸

All three approaches to value are based upon the Principle of Substitution. This is a valuation principle that states a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the open market. The principle presumes that the purchaser will consider the alternatives available to him or her, that the buyer will act rationally and prudently on the basis of the information available about these alternatives, and that time is not a significant factor. Substitution may assume the form of the purchase of an existing property with the same utility and income potential or the acquisition of vacant land and the construction of a structure upon the land having the same general utility as the subject property.

⁵ Appraisal Institute, The Dictionary of Real Estate Appraisal, Seventh Edition, (Chicago, Illinois: Appraisal Institute, 2022), page 43.

⁶ Ibid., page 170.

⁷ Ibid., page 94.

⁸ Ibid., page 157

Applied Method

Buyers and sellers do not rely on the Cost Approach as it does not reflect the accrued depreciation from all sources that a building like the subject has. Thus, the Cost Approach was not considered applicable.

The Sales Comparison Approach was utilized and resulted in an indication of value for the fee simple interest in the subject property given the many recent comparable sales available which indicated a consistent range of market price and value.

The Income Approach is a method of valuation from the viewpoint of an investor. Income producing properties are typically purchased by investors on the basis of a careful analysis of the probable net income to be derived from the operation of the property, and the rate of return required by investors. This approach is typically a reliable indicator of value when sufficient market rental rate and expense data can be accumulated and the most typical buyer is an investor. But in this case, a property like the subject appeals most to owner-occupants and not investors. Investors cannot pay the same prices as owner-occupants do as the level of rent and net operating income do not support the prices owner-occupants pay. As such, this approach was not considered to be a reliable indication of market value.

SALES COMPARISON APPROACH

Theory

This approach calls for the typical buyer or appraiser to compare the subject property with similar properties which have either recently sold or are currently listed for sale. The comparables are compared and adjusted to the subject on the basis of physical, legal, and economic factors that affect value. Superior differences in the comparables indicate downward adjustments to their sales prices. Inferior differences result in upward adjustments to their sales prices. After adjustment, the range of adjusted prices indicates a range of market value for the subject. The specific unit of comparison used in this approach was "package price" or the sales price of the property divided by rentable building area. Both land and improvements are accounted for in package price.

This approach gives an excellent indication of current market prices when sales data are plentiful and easily confirmed. Recent sales and listings show where the market has been and where it may be going. The data reveal the trends not only in price, but in the trends of investment and development as well as current seller and buyer behavior.

Data

My search of the market was conducted by reviewing sales compiled by the Gila County recorders' offices and obtaining sales in escrow and listings from real estate agents, brokers and other market participants. Of numerous sales and listings discovered, the following comparables were documented and discussed which represented the most current and comparable data for the estimation of market value. Other comparable sales and listings, in addition to those documented and analyzed here, were also considered and influenced my opinion of value as part of my workfile.

My data were arranged from newest to oldest to emphasize those sales which best reflect current market conditions. If listings were used, they were presented last. Please note that "Date of Sale" as shown in the documentation of the comparables on the following pages, reflects the date the price was agreed upon by buyer and seller, the contract signed and placed in escrow. Even though the sales closed later, sometimes months or even years afterward, the date of sale is important to understand market conditions and for judging and adjusting for appreciation and depreciation.

IMPROVED COMPARABLE NO. 1

Type: Commercial/Retail/Office Building
Location: 153 West Central Avenue, Coolidge, Arizona

Sale Data

Grantor: EKS Investments, LLC
Grantee: Sonoran Lakeside Properties, LLC

Date of Sale: July, 2024
Recorded Date: July 19, 2024

Instrument: Warranty Deed
Instrument Number: 24-054507

Sales Price: \$115,000

Terms: Cash

Unit Price: **\$67.61** per square foot of gross building area

Site Data

Assessor's Parcel No.: 205-05-037

Legal Description: West 26.80 feet of Lot 3, Block 4, COOLIDGE AMENDED; EXCEPT the North 10 feet thereof.

Site Area: 3,752 square feet

Shape/Dimensions: Rectangular; 26.80 ± x 140.00' ±

Zoning: C-2, General Business

Frontage/Access: 26.80 feet on Central Avenue, a minor street; alley access

Offsites: Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median

Traffic Count: Light, unmeasured

Improvement Data

Gross Building Area:	1,701 square feet
Rentable Building Area:	1,701 square feet
Land-to-Building Ratio:	2.21:1
Building Description:	Class C, one-story, block construction with built-up roof, refrigerated; office buildout
Parking:	Curbside and behind accessed by alley
Site Improvements:	Zero-lot-line development with partially-paved parking behind accessed by alley
Age/Condition/Appeal:	Built in 1964; average; average

Income Data

Rents:	Apparently owner-occupied at sale
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	0%
Operating Statement:	NA

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate:	NA
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History:

The property sold for \$100,000 in 2016. No sales or listings were noted in the past five years.

Confirmation:

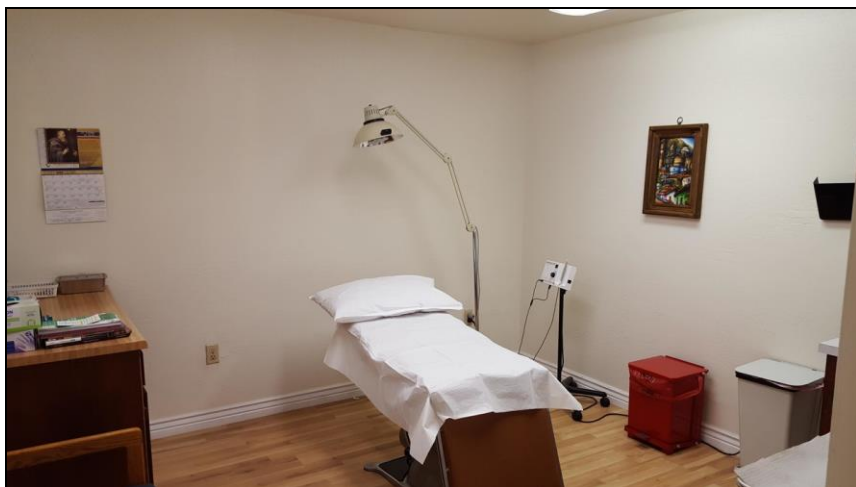
Public records; no contact information for buyer or seller; not listed in Multiple Listing Service or other listing/sales service

Comments:

The property is in downtown Coolidge and surrounded by commercial/retail buildings.

IMPROVED COMPARABLE NO. 1







IMPROVED COMPARABLE NO. 2

Type: Commercial/Retail Building
Location: 116-120 East 1st Street, Casa Grande, Arizona

Sale Data

Grantor: Kirk P. McCarville and Jeffrey J. Altfillisch
Grantee: Rocky Mountain Equities, LLC

Date of Sale: February, 2023
Recorded Date: April 25, 2023

Instrument: Warranty Deed
Instrument Number: 23-029786

Sales Price: \$225,000

Terms: New financing and a seller-carryback for \$40,000, 6 to 7 percent interest, monthly payments, 3-year balloon

Cash Equivalency Adj.: Given a comparison of the price at which the property sold compared to the prices of similar properties, the buyer did not appear to have paid a premium for the seller-carried terms. Thus, no adjustment was needed.

Unit Price: **\$71.07** per square foot of gross building area

Site Data

Assessor's Parcel No.: 507-07-152

Legal Description: E2 of Lot 18 and all of Lots 19, 20, Block 22, CASA GRANDE TOWNSITE

Site Area: 7,542 square feet

Shape/Dimensions: Rectangular; 65.0 ± x 116.03' ±

Zoning: B-3, Central Business

Frontage/Access:	65.00 ± feet on 1 st Street, a minor street; 116.03 ± feet on Marshall Street, a minor street
Offsites:	Both Streets - Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median
Traffic Count:	Both Streets - Light, unmeasured

Improvement Data

Gross Building Area:	3,166 square feet (per confirmation)
Rentable Building Area:	3,166 square feet
Land-to-Building Ratio:	2.38:1
Building Description:	Class C, one-story, block construction with built-up roof, refrigerated; office buildout for 2,435 square feet, 731 square feet in storage room; two restrooms
Parking:	Curbside
Site Improvements:	Asphalt-paved parking/storage lot; walled and gated
Age/Condition/Appeal:	Built in 1951 per Assessor; average; average

Income Data

Rents:	Leased to two tenants (rents unavailable)
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	0%
Operating Statement:	NA

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

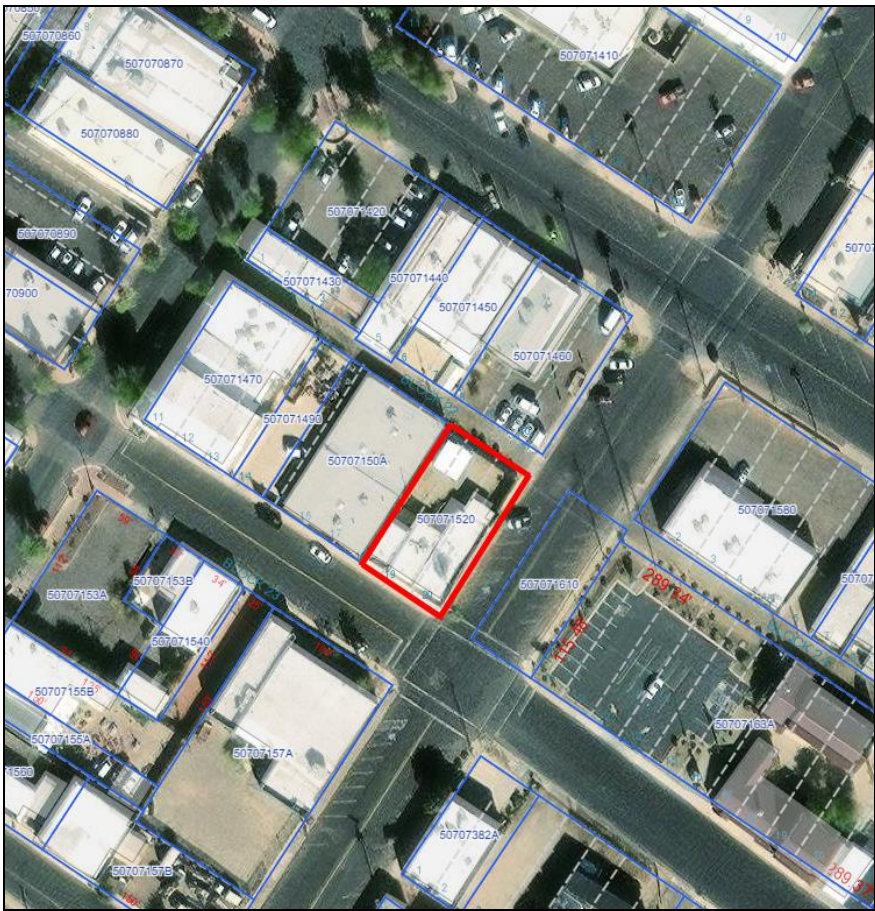
Overall Rate: NA

History: The property sold for \$225,000 in 2007. No other listings were noted in the past five years.

Confirmation: Public records; Kirk McCarville, seller, 520-251-0348, September 1, 2023

Comments: The property is in old downtown Casa Grande and surrounded by commercial/retail buildings.

IMPROVED COMPARABLE NO. 2



IMPROVED COMPARABLE NO. 3

Type: Commercial/Retail Building
Location: 117 North Sacaton Street, Casa Grande, Arizona

Sale Data

Grantor: Cazadores Construction, Inc.
Grantee: Noe Gutierrez and Kim Leal

Date of Sale: August 2, 2022
Recorded Date: October 7, 2022

Instrument: Warranty Deed
Instrument Number: 22-105733

Sales Price: \$350,000

Terms: Cash

Unit Price: **\$94.26** per square foot of gross building area

Site Data

Assessor's Parcel No.: 507-07-022

Legal Description: Part of Block 4, CASA GRANDE TOWNSITE.

Site Area: 8,925 square feet

Shape/Dimensions: Rectangular; 89.0 ± x 102.00' ±

Zoning: B-4, Community Service

Frontage/Access: 89.00 ± feet on Sacaton Street, a minor street; 102.00 ± feet on 1st Street, a minor street

Offsites: Both Streets - Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median

Traffic Count: Both Streets - Light, unmeasured

Improvement Data

Gross Building Area:	3,713 square feet (per broker and Assessor); 200 s.f. in second story
Rentable Building Area:	3,713 square feet
Land-to-Building Ratio:	2.40:1
Building Description:	Class C, two-story, brick construction with built-up roof, refrigerated; office buildout; two restrooms
Parking:	Onsite and curbside (ample)
Site Improvements:	Asphalt-paved parking/storage lot; walled and gated
Age/Condition/Appeal:	Built in 1935 per Assessor; average; average

Income Data

Rents:	Owner-occupied
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	Owner-occupied
Operating Statement:	

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate:	NA
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History:

The property was listed for \$350,000. No other sales or listings were noted in the past five years.

Confirmation:

Toby Campbell, listing agent, Commercial Properties, Inc., 602-561-2946, August 8, 2022

Comments:

The property is in old downtown Casa Grande and surrounded by commercial/retail buildings, single-family residences, and vacant land.

IMPROVED COMPARABLE NO. 3



Fenced Parkig Lot



Rear



Interior



Kitchen Area



Break Area



IMPROVED COMPARABLE NO. 4

Type: Commercial/Retail Building
Location: 425 North Main Street, Eloy, Arizona

Sale Data

Grantor: Maxima Meat Market/Carneceria Maxima, LLC
Grantee: Santa Cruz Valley Investments, LLC

Date of Sale: July 20, 2022
Recorded Date: August 12, 2022

Instrument: Warranty Deed
Instrument Number: 22-088807

Sales Price: \$150,000

Terms: Cash

Unit Price: **\$35.05** per square foot of gross building area

Site Data

Assessor's Parcel No.: 405-03-065

Legal Description: Lots 9, 10, 11 and 12, COTTON CITY PROPER

Site Area: 10,000 square feet

Shape/Dimensions: Square; 100.00' x 100.00'

Zoning: C-2, Community Commercial

Frontage/Access: 100.00 feet on Main Street, a major street; 100.00 feet on 5th Street, a minor street; alley

Offsites: Both Streets - Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median

Traffic Count: Both Streets - Light, unmeasured

Improvement Data

Gross Building Area:

Main Building	4,000 square feet
Detached Building	<u>280</u> square feet in detached building
Total	4,280 square feet

Rentable Building Area: 4,280 square feet

Land-to-Building Ratio: 2.34:1

Building Description: Both Buildings - Class C, one-story, concrete block construction with built-up roof, open retail buildout; restroom, no refrigeration/heating units

Parking: Onsite and curbside (ample)

Site Improvements: Asphalt-paved parking

Age/Condition/Appeal: Built in 1963 per Assessor; fair; fair

Income Data

Rents: NA

Expense Allocation NA

Reimbursements: NA

Vacancy: 100%

Operating Statement:

Rental Income	\$ 0
Other	\$ 0
Potential Gross Income	\$ 0
Vacancy & Collec. Loss (NA%)	(\$ 0)
Effective Gross Income	\$ 0
Less Expenses (\$NA/s.f. ±)	\$ 0
Net Operating Income	\$ 0

Overall Rate: NA

History:

The property was listed for \$275,000 for 48 days. No other sales or listings were noted in the past five years.

Confirmation:

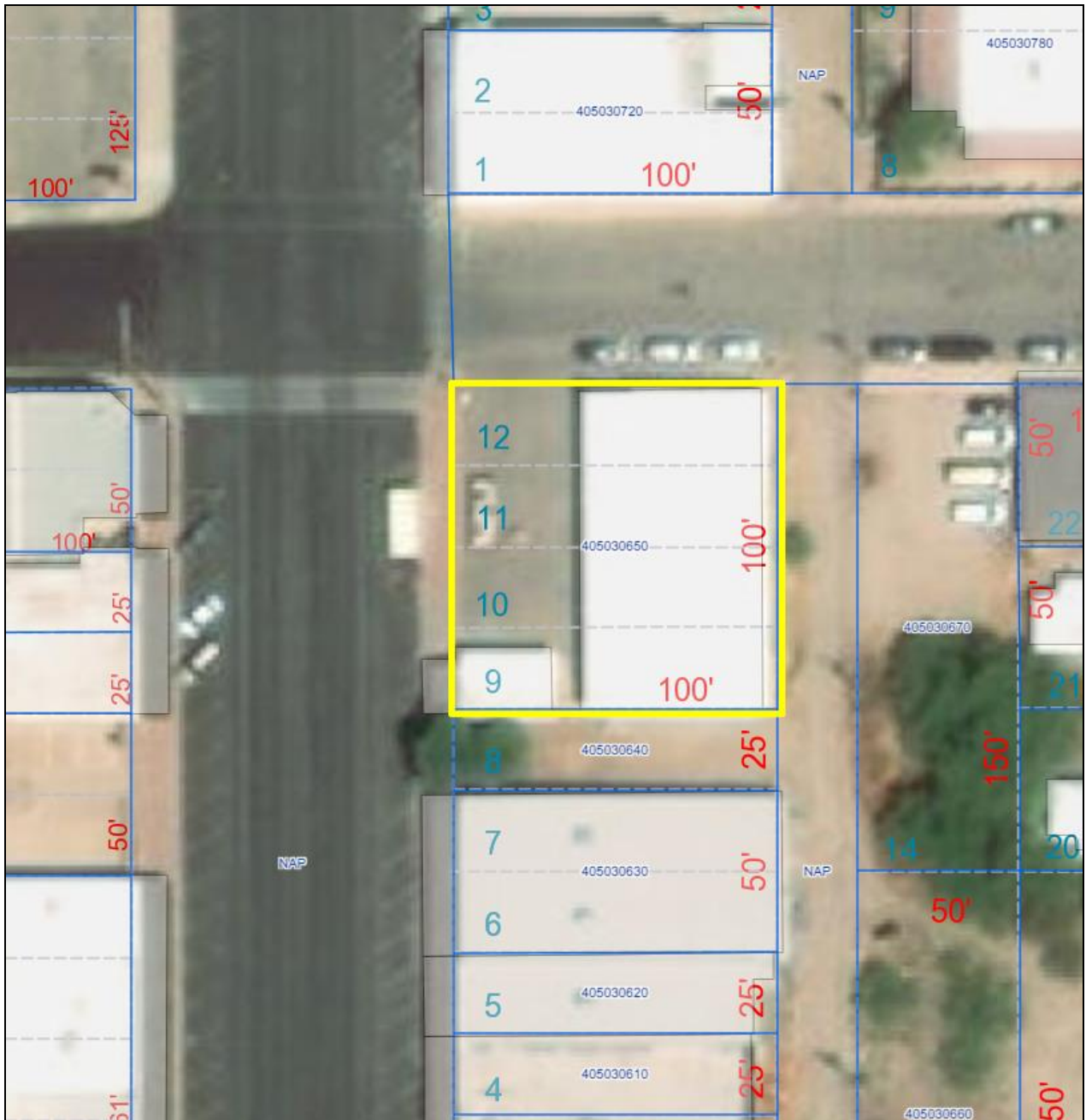
Stephanie Blanco, listing agent, Keller Williams Legacy One Realty, 520-560-1861, August 8, 2022

Comments:

The property is in old downtown Eloy and surrounded by commercial/retail buildings, single-family residences, and vacant land.

IMPROVED COMPARABLE NO. 4





IMPROVED COMPARABLE NO. 5

Type: Commercial/Retail Building
Location: 311-315 North Main Street, Eloy, Arizona

Sale Data

Grantor: Simon and Vivian Wan
Grantee: Millennium Designs, Inc.

Date of Sale: April, 2022
Recorded Date: July 27, 2022

Instrument: Special Warranty Deed
Instrument Number: 22-083305

Sales Price: \$205,000

Terms: Cash

Unit Price: **\$38.35** per square foot of gross building area

Site Data

Assessor's Parcel No.: 405-03-042, 043, 044A
Legal Description: Lots 6, 7 and 8, COTTON CITY PROPER
Site Area: 7,500 square feet
Shape/Dimensions: Square; 100.00' x 100.00'
Zoning: C-2, Community Commercial
Frontage/Access: 75.00 feet on Main Street, a major street; alley
Offsites: Asphalt-paved for one lane in each direction, paved median, curb, gutter, sidewalk and streetlights
Traffic Count: Light, unmeasured

Improvement Data

Gross Building Area:	5,345 square feet
Rentable Building Area:	5,345 square feet
Land-to-Building Ratio:	1.40:1
Building Description:	Class C, one-story, concrete block construction with built-up roof, open retail buildout; three restrooms
Parking:	Curbside (ample)
Site Improvements:	Landscaping in rear of APN 042
Age/Condition/Appeal:	Built in 1948 per Assessor; average; average

Income Data

Rents:	Possibly leased to two tenants (no rent information available)
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	100%
Operating Statement:	

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate:	NA
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History:

No other sales or listings were noted in the past five years.

Confirmation:

Public records; call to buyer, Neil D. Kortie, 602-722-0739, September 1, 2023, went unreturned

Comments:

The property is in old downtown Eloy and surrounded by commercial/retail buildings, single-family residences, and vacant land.

IMPROVED COMPARABLE NO. 5



IMPROVED COMPARABLE NO. 6

Type: Commercial/Retail Building
Location: 701-705 North Olive Avenue, Casa Grande, Arizona

Sale Data

Grantor: David E. McCauley, Jr., and Pamela S. McCauley
Grantee: 703 N Olive, LLC

Date of Sale: October 1, 2021
Recorded Date: December 10, 2021

Instrument: Warranty Deed
Instrument Number: 21-0156811

Sales Price: \$280,000

Terms: Cash

Unit Price: **\$75.55** per square foot of gross building area

Site Data

Assessor's Parcel No.: 506-07-008

Legal Description: Lot 12, Block 1, FIRST ADDITION TO CASA GRANDE

Site Area: 7,002 square feet

Shape/Dimensions: Rectangular; 50.00 x 140.00' ±

Zoning: B-2, General Business

Frontage/Access: 50.00 feet on Florence Boulevard (SR 287), a major arterial; 140.00 ± feet on Olive Avenue, a collector street

Offsites: Florence Boulevard - Asphalt-paved for two lanes in each direction, painted median, curb, gutter, sidewalk and streetlights

Olive Avenue - Asphalt-paved for one lane in each direction, curb, gutter; no median, sidewalk or streetlights

Traffic Count: Florence Boulevard – 22,336 v.p.d. (ADOT 2020)
Olive Avenue - Light, unmeasured

Improvement Data

Gross Building Area: 3,706 square feet (per broker and Assessor)

Rentable Building Area: 3,706 square feet

Land-to-Building Ratio: 1.90:1

Building Description: Class C, one-story, two-tenant, block construction with pitched foam roof, refrigerated; office buildout; two restrooms

Parking: Covered onsite in back off alley; parking on Olive Avenue not onsite but in street right-if-way (apparently allowed)

Site Improvements: Asphalt-paved parking

Age/Condition/Appeal: Built in 1956 per Assessor; average; average

Income Data

Rents: Two tenants (*Adecco and Casa Grande Nutrition*)

Expense Allocation NA

Reimbursements: NA

Vacancy: 0%

Operating Statement: NA

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate: NA

History:

The property was listed for \$350,000 for 173 days. No other sales or listings were noted in the past five years.

Confirmation:

Public records; MLS; repeated calls to Jerry Kirkpatrick, listing agent, Coldwell Banker Rox Realty, 520-705-0757 went unreturned, August 8-10, 2022

Comments:

The property is in east Casa Grande and surrounded by commercial/retail buildings, multi-family residences, and vacant land.

IMPROVED COMPARABLE NO. 6



IMPROVED COMPARABLE NO. 7

Type: Commercial/Retail Building
Location: 501 North Marshall Street, Casa Grande, Arizona

Sale Data

Grantor: Fourth & Marshall Group, Ltd.
Grantee: Arizona Conference Corporation of Seventh-Day Adventists

Date of Sale: July 9, 2021
Recorded Date: August 26, 2021

Instrument: Warranty Deed
Instrument Number: 21-0107281

Sales Price: \$555,000

Terms: Cash

Unit Price: **\$90.67** per square foot of gross building area

Site Data

Assessor's Parcel No.: 507-07-126, 127

Legal Description: Lots 19 and 20, Block 19, CASA GRANDE TOWNSITE

Site Area: 11,602 square feet

Shape/Dimensions: Rectangular; 100.00 x 116.00' ±

Zoning: B-3, Central Business

Frontage/Access: 116.00 ± feet on Marshall Avenue, a minor street; 100.00 feet on 4th Street, a minor street

Offsites: Both Streets - Asphalt-paved for one lane in each direction; curb, gutter, sidewalk and streetlights; no median

Traffic Count: Both Streets – Light, unmeasured

Improvement Data

Gross Building Area: 6,121 square feet (per Assessor)

Rentable Building Area: 6,121 square feet

Land-to-Building Ratio: 1.90:1

Building Description: Class C, one-story, single-tenant, block construction, built-up roof, refrigerated; office buildout; two restrooms

Parking: Ample open onsite parking, curbside parking

Site Improvements: Asphalt-paved parking

Age/Condition/Appeal: Built in 1940 per Assessor; average (totally remodeled according to Social Security's specifications (tenant); average

Income Data

Rents: NA (Social Security tenant from 1996 to 2018)

Expense Allocation NA

Reimbursements: NA

Vacancy:1 100%

Operating Statement: NA

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate: NA

History:

The property was listed for \$629,802 since 2018. No other sales or listings were noted in the past five years.

Confirmation:

Public records; Stephen Cooper, co-owner/seller, Cooper & Reuter, LLP, 520-560-0726, August 8-10, 2022

Comments:

The property is in old downtown Casa Grande surrounded by commercial/retail buildings, multi-family residences, and vacant land.

IMPROVED COMPARABLE NO. 7



IMPROVED COMPARABLE NO. 8

Type: Commercial/Retail Building

Location: 508 North Main Street, Eloy, Arizona (building)
503 North Myers Boulevard (vacant lot)
516 North Main Street (vacant lot)

Sale Data

Grantor: Lee Roy Robinson, Jr., Trustee
Grantee: Oscar Osuna

Date of Sale: November 18, 2020
Recorded Date: December 24, 2020

Instrument: Warranty Deed
Instrument Number: 20-0135529

Sales Price: \$150,000

Terms: Cash

Unit Price: **\$38.45** per square foot of gross building area

Site Data

Assessor's Parcel No.: 405-02-306 (building and land)
405-02-304, 308 (2 vacant non-contiguous lots)

Legal Description: Lots 2, 5, 6, 7, 8 and 9 and the North 50 feet of Lots 12, 13, 14, 15, and 16, Block 30, COTTON CITY PROPER

Site Area: 12,500 square feet (for building)
APN 304 – 3,999 s.f. (vacant lot)
APN 308 – 5,695 s.f. (vacant lot)

Shape/Dimensions: Rectangular; 125.00' x 100.00' (for building)
Irregular – 2 lots

Zoning: C-2, Community Commercial (APNs 306, 308)
R-2, Medium High Density Residential (APN 304)

Frontage/Access:	125.00 feet on Main Street, a major street; 100.00 feet on 5 th Street, a minor street; alley (building); lots front Myers Boulevard and 6 th Street, both minor streets
Offsites:	Main Street - Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median Myers Boulevard and 6 th Street - Asphalt-paved for one lane in each direction, curb, gutter; no median, sidewalk or streetlights
Traffic Count:	All Streets - Light, unmeasured

Improvement Data

Gross Building Area:	3,901 (per agent)
Rentable Building Area:	3,901 square feet
Land-to-Building Ratio:	3.20:1
Building Description:	Class C, one-story, concrete block construction with built-up roof, bank branch and medical office buildout; 3+ restrooms, refrigeration
Parking:	Ample onsite and curbside
Site Improvements:	Asphalt-paved parking
Age/Condition/Appeal:	Built in 1964 per Assessor; fair; fair

Income Data

Rents:	NA
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	25%

Operating Statement:

Rental Income	\$	0
Other	\$	<u>0</u>
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	<u>0</u>)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	<u>0</u>
Net Operating Income	\$	0

Overall Rate: NA

History:

The property was listed for \$375,000 for 44 months. The confirming source indicated this was a “distress” sale. The seller was in poor health and a tenant was causing occupancy problems. She indicated the property sold “\$50,000 ±” below market. But the property was listed for 44 months and did not sell. Comparison to other properties that have recently sold in Eloy does not warrant an upward adjustment for “distress”. No other sales or listings were noted in the past five years.

Confirmation:

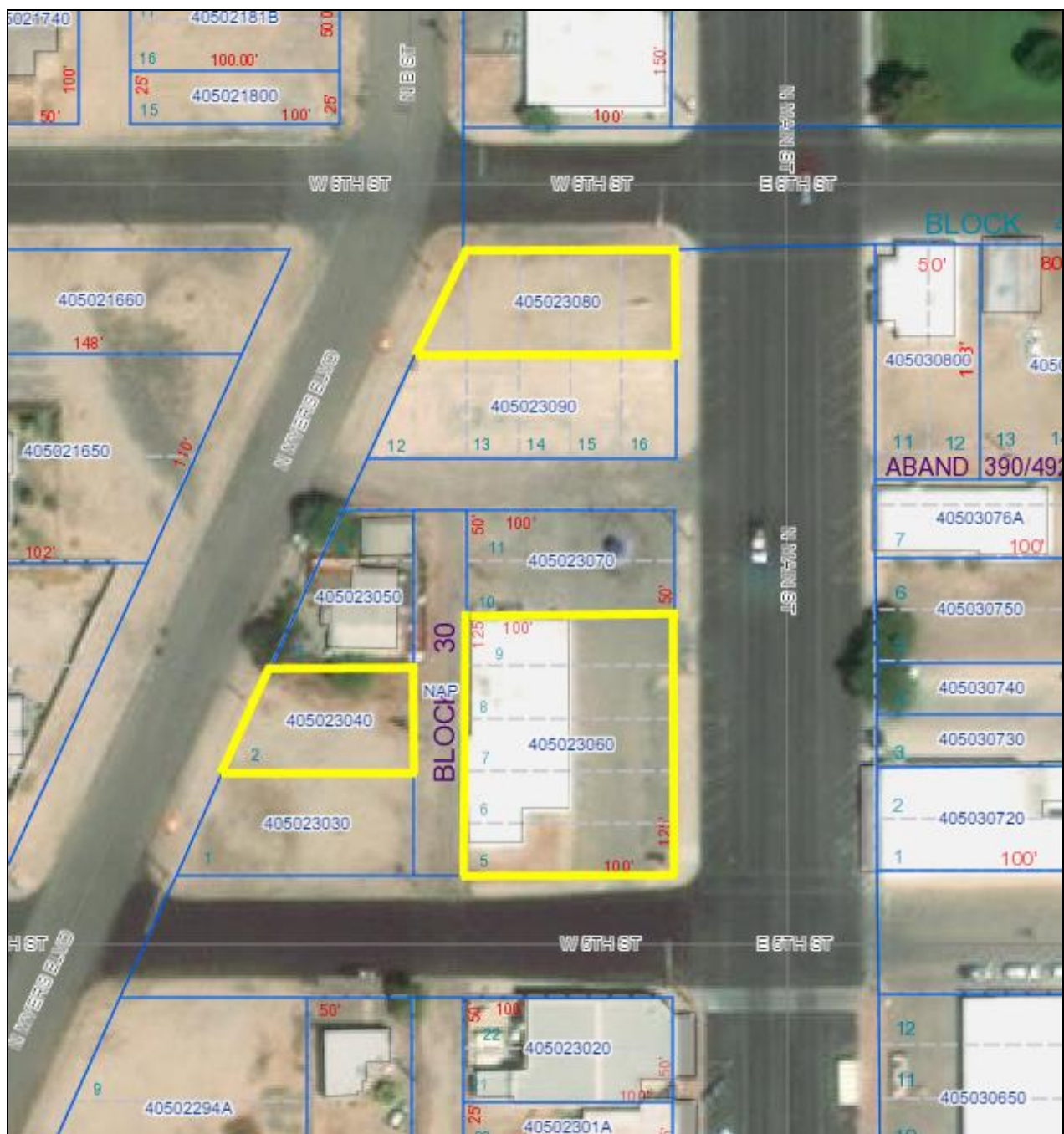
Public records; Stephanie Blanco, listing agent, Keller Williams Legacy One Realty, 520-560-1861, August 8, 2022 (formerly with HomeSmart Success)

Comments:

The property is in old downtown Eloy and surrounded by commercial/retail buildings, single-family residences, and vacant land.

IMPROVED COMPARABLE NO. 8





IMPROVED COMPARABLE NO. 9

Type: Commercial/Retail Building
Location: 508 East Cottonwood Lane, Casa Grande, Arizona

Sale Data

Grantor: High Grade Rentals & Sales, LLC
Grantee: Cashway Auto Finance, LLC

Date of Sale: September 28, 2020
Recorded Date: October 27, 2020

Instrument: Special Warranty Deed
Instrument Number: 20-0109803

Sales Price: \$300,000

Terms: Cash

Unit Price: **\$79.11** per square foot of gross building area

Site Data

Assessor's Parcel No.: 504-30-026

Legal Description: Part of the SEC Section 17, T-6S, R-6E of the G&SRB&M, Pinal County, Arizona.

Site Area: 29,969 square feet

Shape/Dimensions: Rectangular; 125.00' ± x 240.00' ±

Zoning: B-2, General Business

Frontage/Access: 125.00 feet on Cottonwood Lane, a major arterial

Offsites: Asphalt-paved for two lanes in each direction, painted median, curb, gutter, sidewalk and streetlights

Traffic Count: High

Improvement Data

Gross Building Area:	2,800 square feet of commercial/retail building <u>992</u> square feet of storage/warehouse (per broker) 3,792 square feet
Rentable Building Area:	3,792 square feet
Land-to-Building Ratio:	7.90:1
Building Description:	Class C, one-story, one-tenant, block construction with built-up roof, refrigerated; showroom and office buildout in front commercial/retail building; restroom; open layout in storage/warehouse
Parking:	Ample
Site Improvements:	Asphalt-paved and graveled parking; block and steel fencing with gate protecting storage yard
Age/Condition/Appeal:	Built in 1980 per Assessor; average; average

Income Data

Rents:	Vacant at sale
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	100%

Operating Statement: NA

Rental Income	\$	0
Other	\$	<u>0</u>
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	<u>0</u>)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	<u>0</u>
Net Operating Income	\$	0

Overall Rate: NA

History:

The property was listed for \$350,000 for 218 days. No other sales or listings were noted in the past five years.

Confirmation:

Public records; Ken Jones, listing agent, AZ New Horizon Realty, 520-560-6165, August 8, 2022

Comments:

The property is in central Casa Grande and surrounded by commercial/retail and industrial buildings and vacant land.

IMPROVED COMPARABLE NO. 9



IMPROVED COMPARABLE NO. 10

Type: Commercial/Retail Building
Location: 130 North Main Street, Florence, Arizona

Sale Data

Grantor: David B. Miller
Grantee: Crossroads Lutheran Church

Date of Sale: September, 2020
Recorded Date: September 28, 2020

Instrument: 20-097682
Instrument Number: Warranty Deed

Sales Price: \$185,000

Terms: Cash

Unit Price: **\$65.98** per square foot of gross building area

Site Data

Assessor's Parcel No.: 200-44-031

Legal Description: Lengthy

Site Area: 13,485 square feet

Shape/Dimensions: Rectangular; 93.00' x 145.00'

Zoning: C-2, Community Commercial

Frontage/Access: 93.00 feet on Main Street, a major street

Offsites: Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median

Traffic Count: Light, unmeasured

Improvement Data

Gross Building Area:	2,804 square feet (per broker); half office, half storage
Rentable Building Area:	2,804 square feet
Land-to-Building Ratio:	4.81:1
Building Description:	Class C, one-story, block/stucco construction with flat roof, roof-mounted HVAC unit, one ADA-compliant restroom
Parking:	Onsite, curbside, public parking
Site Improvements:	Modest landscaping, driveway and large garage/storage building
Age/Condition/Appeal:	Built in 1937 per Assessor but another source says "1948"; good; good

Income Data

Rents:	Owner-occupied
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	Owner-occupied
Operating Statement:	

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate:	NA
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History:

Prior to this sale, the property sold for \$130,000 in April, 2019, after being listed for 125 days at a price of \$149,500. No other sales or listings were noted in the past five years.

Confirmation:

Public records; Lillian Billiejo Pitts, listing agent, Belva's Real Estate, 970-403-6219, January 7, 2021

Comments:

The property is in downtown Florence and surrounded by commercial/retail buildings.

IMPROVED COMPARABLE NO. 10



IMG_1005



IMG_1010



IMG_1013



IMG_1014



IMG_1020



IMG_1009



IMG_1011



IMG_1012



IMG_1015



IMG_1008



IMG_1019



IMG_1007



IMPROVED COMPARABLE NO. 11

Type: Commercial/Retail Building
Location: 515 North Main Street, Eloy, Arizona

Sale Data

Grantor: Mary La Paglia
Grantee: City of Eloy

Date of Sale: August 12, 2020
Recorded Date: September 28, 2020

Instrument: Warranty Deed
Instrument Number: 20-0097930

Sales Price: \$75,000

Terms: Cash

Unit Price: **\$32.68** per square foot of gross building area

Site Data

Assessor's Parcel No.: 405-03-076A

Legal Description: Lot 7, Block 44, COTTON CITY PROPER, and a portion of an abandoned alley.

Site Area: 3,751 square feet

Shape/Dimensions: Rectangular; 37.51' x 100.00' ±

Zoning: C-2, Community Commercial

Frontage/Access: 37.00 feet on Main Street, a major street; alley

Offsites: Asphalt-paved for one lane in each direction, curb, gutter, sidewalk and streetlights; no median

Traffic Count: Light, unmeasured

Improvement Data

Gross Building Area:	2,295 square feet
Rentable Building Area:	2,295 square feet
Land-to-Building Ratio:	1.63:1
Building Description:	Class C, one-story, concrete block construction with built-up roof, law office buildout; restroom, no refrigeration/heating units
Parking:	Curbside (ample)
Site Improvements:	None
Age/Condition/Appeal:	Built in 1965 per Assessor; average; average

Income Data

Rents:	Owner-occupied
Expense Allocation	NA
Reimbursements:	NA
Vacancy:	100%
Operating Statement:	

Rental Income	\$	0
Other	\$	0
Potential Gross Income	\$	0
Vacancy & Collec. Loss (NA%)	(\$	0)
Effective Gross Income	\$	0
Less Expenses (\$NA/s.f. ±)	\$	0
Net Operating Income	\$	0

Overall Rate:	NA
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History:

The property was listed for \$99,000 for 242 days. No other sales or listings were noted in the past five years.

Confirmation:

Public records; Leonor T. Burrue! listing agent, Ivory Towers Realty, 520-560-2954, August 8, 2022

Comments:

The property is in old downtown Eloy and surrounded by commercial/retail buildings, single-family residences, and vacant land.

IMPROVED COMPARABLE NO. 11



DSCN7897



Rod Iron Security Doors to back offices.

DSCN7895



Front Entry

DSCN7910



Front entry reception area

20191206_141938

DSCN7911



Waiting area

20191206_142234



Office #1



Office # 2 with door access to side parking area

20191206_142237



Door Access Office #2
DSCN7904

20191206_142323

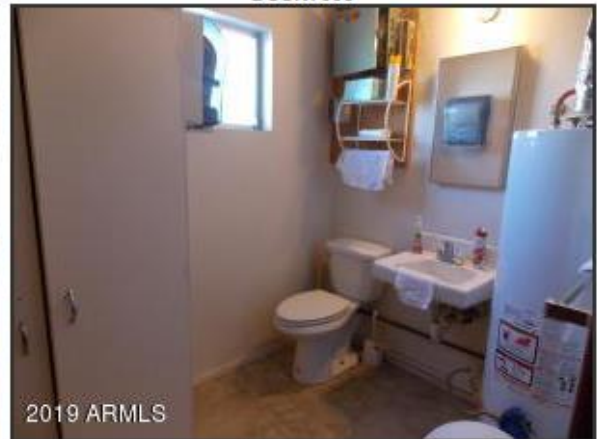


Office#3
DSCN7905



2019 ARMLS

Hallway



2019 ARMLS

Bathroom #1

20191206_142513



Kitchen

20191206_142505



Kitchen View

DSCN7918



Kitchen

DSCN7919



Kitchen

20191206 142523



Storage area

20191206 142911



Open foyer area second 1/2 of office

20191206 142835



Computer room area

20191206 142928



Storage Room

20191206_142920



Bathroom #2 in back half of building.

DSCN7920



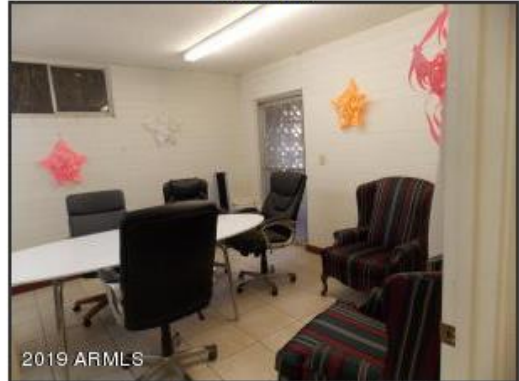
Office #4 with private entry and exit. Secured with security door entrance.

20191206_142852



Reception area of Large Back Office with private entrance to back 1/2.

DSCN7926



Large Reception area or office back 1/2 of office.

20191206_142842



Reception area counters and office cabinets back half reception area. Built in.

20191206_142954



Office # 5 with Ceiling Fan.

North



Summary of Improved Comparables

No.	Location	Date	Price	GBA	Price/ S.F.	Age Condition Appeal	Zoning	Traffic Count
1	153 W. Central Ave., Coolidge	7-24	\$115,000	1,701 s.f.	\$67.61	1964 Average Average	C-2	Light
2	116-120 E. 1 st St., Casa Grande	2-23	\$225,000	3,166 s.f.	\$71.07	1951 Average Good	B-3	Light
3	117 N. Sacaton St., Casa Grande	8-22	\$350,000	3,713 s.f.	\$94.26	1935 Average Average	B-4	Light
4	425 N. Main St., Eloy	7-22	\$150,000	4,280 s.f.	\$35.05	1963 Fair Average	C-2	Light
5	311 N Main St., Eloy	4-22	\$205,000	5,345 s.f.	\$38.35	1948 Avg-Fair Good	C-2	Light
6	701-705 N. Olive Ave., Casa Grande	10-21	\$280,000	3,706 s.f.	\$75.55	1956 Average Good	B-2	22,336 vpd
7	501 N. Marshall St., Casa Grande	9-21	\$555,000	6,121 s.f.	\$90.67	1940 Average Good	B-3	Light
8	508 N. Main St., Eloy	11-20	\$150,000	3,901 s.f.	\$38.45	1964 Fair Average	C-2	Light
9	508 E. Cottonwood Ln., Casa Grande	9-20	\$300,000	3,792 s.f.	\$79.11	1980 Average Average	B-2	High Volume
10	130 N. Main St., Florence	9-20	\$185,000	2,804 s.f.	\$65.98	1937 Good Good	DC	Light
11	305 N. Main St., Eloy	8-20	\$75,000	2,295 s.f.	\$32.68	1980 Average Good	C-2	Light
Subj.	100 W. Phoenix Ave., Eloy	11-24	----	3,283 s.f.	----	1982 Avg-Fair Good	C-2	Light

Factors Affecting Marketability and Discussion of Adjustments

The following factors were the major influences on value in the market segment to which the subject belongs.

Property Rights Conveyed

The market value of the fee simple interest was estimated for the subject. As the fee simple rights were conveyed for Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, no adjustments were indicated.

Terms of Sale

The subject was appraised assuming a cash sale or one with cash equivalent terms. Seller-carried terms generally influence the price paid as they are more generous than terms available for first or second mortgage lenders. The seller receives a premium over market value in order to counter the risk of a carryback. Since market value is estimated for the real estate only, any premium paid for generous terms must be deducted.

As Comparable Nos. 1, 3, 4, 5, 6, 7, 8, 9, 10 and 11 sold for cash or cash equivalent terms, no adjustments were indicated.

Comparable No. 2 sold with both new financing and a seller-carryback of \$40,000, 6-7% interest and a 3-year balloon. But given my comparison of the price at which it sold compared to the others, the buyer did not appear to pay an premium for the seller-carried terms. Thus, no adjustment was needed.

Conditions of Sale

The subject was appraised assuming normal conditions of sale in which a sale is arm's length, the price was not unduly influenced by distress situations or inter-related party transfers and the property had adequate exposure to the market.

When questioned during the confirmation process, the sellers, buyers, brokers or agents involved in Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 9, 10 and 11 indicated that these comparables met the criteria for normal conditions of sale. Thus, no adjustments were indicated.

Comparable No. 8 was a "distress" sale according to the listing agent. The seller was in poor health and a tenant was causing occupancy problems. She indicated the property sold "\$50,000 ±" below market. But the property was listed for 44 months and did not sell. A comparison to other similar properties that have recently sold in Eloy does not warrant an upward adjustment for "distress".

Market Conditions

The subject was appraised as of the effective date of the appraisal (date of valuation), November 26, 2024. Given the passage of time, market prices generally change given fluctuations in supply and demand. Thus, adjustments to older sales, whether up or down, must be considered. The subject belongs to a market segment that has experienced relatively soft demand. Prices for this property type rarely rise in an even and predictable rate. Instead, prices tend to move up or down in stair-step fashion, quickly changing and then stabilizing for a period of time.

The comparable data sold between August, 2020, and July, 2024, which make them current data for this small market segment.

Comparable Nos. 1 through 7 remain a good representation of current market conditions, prices and values. Based upon my research and a comparison of prices within my sample from oldest to newest, no market condition adjustments were needed given an apparent stabilization of price and value over the last three years.

But Nos. 8, 9, 10 and 11 required upward adjustments for appreciation until the market stabilized.

Buyer Motivation

User v. Investor – At times, users are often willing to pay a premium over the prices that investors pay. In general, users are examining the immediate potential or value of a property for their specific ready-to-use needs. They do not anticipate the risk of tenant occupancy and fluctuating net income that an investor recognizes. As noted in the Highest and Best Use Analysis, the subject property consists of an office building that is assumed vacant as the seller (owner-occupant) will vacate and the city-occupied space as well. The property would most likely be purchased for owner occupancy. Thus, the primary appeal of the property was to an owner-user.

Comparable Nos. 1, 3, 4, 7, 8, 9, 10 and 11 appeared to have been purchased by owner-users. Nos. 2, 5 and 6 were purchased by investors. From my study, I did not find a two-tiered market. Thus, adjustments were unnecessary.

Assemblage - When buyers have a need to expand an existing location, they usually are forced to pay a premium over market value for their lack of substitution. The City of Eloy is considering purchasing the subject property. They own the adjacent buildings to the east and north . But for this appraisal, I have assumed a sale to a typical buyer without assemblage influence.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 were not purchased for assemblage. Thus, no adjustments were necessary.

Special Need - Buyers may have special needs that prevent them from choosing a substitute property available on the open market. The City of Eloy is considering purchasing the subject property. They own the adjacent building to the east. But for this appraisal, I have assumed a sale to a typical buyer without special need influence.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 were not purchased by buyers with special need. Thus, no adjustments were necessary.

Location

General Location – General locational factors include the market's perception of a particular neighborhood or area of the community, support facilities, growth and development potential. The subject had an “fair” general location in downtown Eloy.

The subject's location is rated fair given the light demand for properties of the subject's type in Eloy. The market is small and weak. Demographics and future trends of development do not indicate significant increased demand in the foreseeable future.

As Comparable Nos. 4, 5, 8 and 11 also had locations in Eloy with similar appeal, no adjustments were indicated.

Comparable No. 10 has a location in Florence which gave it a superior location as Florence is the county seat and its downtown area and commercial district is more vibrant than the subject's. No. 1 was in downtown Coolidge which is also more vibrant than the subject's location. As such, downward adjustments were needed for both.

Nos. 2, 3, 6, 7 and 9 had a Casa Grande location which gave them far greater appeal and marketability given the size and population of the city as well as its much larger employment base, commerce and industry. They too, received downward adjustment to their sales prices.

Specific – Specific locational features relate to setting. If a property is located in a vibrant commercial/retail district or in a shopping center setting with a strong anchor tenant, it is likely to bring a premium in the marketplace given the synergy and customer attraction. On the other hand, land that is surrounded by unattractive locational features may sell at a reduced price. The subject was located in downtown Eloy which did not give it added marketability.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 had specific locations with varying appeal but none that gave them added marketability. Thus, no adjustments were warranted.

Frontage/Access

Frontage is important to the marketability of land as it generally provides publicly-dedicated and maintained access. Access can be judged from streets immediate to the subject or from adjacent or nearby boulevards, expressways or freeways. This grouping includes categories that are closely related but the distinction is important.

Frontage – The subject has publicly-dedicated and-maintained frontage.

As Comparable Nos. 1 through 11 had publicly-dedicated and -maintained frontage, no adjustments were necessary.

Access – The subject has average access from its frontage.

As Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 had similar access from their frontages, no adjustments were required.

Traffic Count/Visibility

Traffic Count - Office users are typically destination-oriented businesses and are not entirely dependent upon drive-by traffic for their patronage. Nevertheless, a building that can be seen from a large volume of passing traffic usually has added marketability for lease-up purposes and for those business who wish name recognition. Also, a commercial/retail tenant can be attracted. The subject had a "light, unmeasured" traffic count from its frontage.

Comparable Nos. 1, 2, 3, 4, 5, 7, 8, 10 and 11 had similar light, unmeasured traffic counts. For their similarity, no adjustments were necessary.

Nos. 6 and 9 had high traffic counts. No. 6 had a count of 22,336 vehicles per average weekday. The count for No. 9 was not published, but it is on busy Cottonwood Lane in Casa Grande which is likely to carry at least 15,000 v.p.d. For these two, downward adjustment were needed for their superiority to the subject.

Visibility - At times, the visibility of an office building can be blocked by adjoining buildings, terrain or the frontage can be too narrow to take advantage of the traffic count. In addition, the added visibility of an arterial intersection will generally bring a premium for the added marketability. In the subject's case, it had broad enough and sufficient unblocked frontages to allow it average visibility.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10 had average visibility from their frontages. For their similarity to the subject, no adjustments were necessary.

Size

Size often influences the price paid for office and commercial building properties. Usually, buildings in a larger size classification tend to sell at a lower unit price than buildings in a smaller size classification as larger buildings appeal to a smaller market segment, and generally require a longer marketing and holding period. The subject property had a gross building area of 3,283 square feet. Its size places it well within my data sample which had sizes ranging from 1,701 to 6,121 square feet.

My comparison and study found that Comparable Nos. 1 through 11 did not vary enough in size to warrant adjustments.

Land-to-Building Ratio/Parking Ratio

These factors are interrelated and therefore considered together. Minor differences in land-to-building ratio appear to have little effect on sales price as long as the property has adequate parking and maneuvering area.

Parking ratio is implicitly tied to the land-to-building ratio of a property. In this case, the subject had a low land-to-building ratio of 1.52:1 with no onsite private parking. But it easily takes advantage of ample free street parking that effectively adds the utility of a larger site. But larger site area is still welcome for expansion purposes and resale in the future when the current use is no longer the highest and best use.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8 and 11 had varying land-to-building ratios ranging from 1.63 to 3.20:1. Some buildings nearly filled the lot and others had open space. Even so, they relied primarily on offsite curbside and public parking as well. For their similarity, no adjustments were needed.

Nos. 9 and 10 were unusual in this sample of sales as they had ratios of 7.90:1 and 4.81:1 given their larger site areas. For the appeal the site area has for storage, parking, expansion and future development, downward adjustments were needed.

Age/Condition/Appeal

Buyers and sellers tend to group these three factors into a single adjustment, but each category is discussed separately.

Age - The subject was built in 1982 according to the Assessor. The comparable properties were built from 1935 to 1980 according to the Assessor and other sources. Some have been remodeled and rehabilitated over time. For the most part, buyers are less discerning about age and pay more attention to a property's condition assuming they do not exhibit excessive deferred maintenance. In my comparisons of the data to the subject, adjustments for "age" were combined with adjustments for "condition".

Condition – The subject property has deferred maintenance as the roof leaks and has not been repaired. The leak has damaged ceilings and baseboards and flooring have been removed leaving bare studs, drywall and concrete. A typical buyer of the property is facing significant costs-to-cure. A mold infestation occurred, but has been remediated. Based upon my inspection, the building appeared to have been in "average-fair" condition.

Comparable Nos. 1, 2, 3, 6, 7, 9, 10 and 11 were in average or good condition, making them superior to the subject. Thus, downward adjustments were warranted.

Comparable Nos. 4, 5 and 8 were in fair condition when sold. When compared to the superior condition of the subject, varying upward adjustments were needed.

Appeal – This category reflects extras, the exterior design and attractiveness, and the overall market appeal of the subject and the comparables. The subject property had "good" market appeal given its attractive architectural design and its freestanding placement as of the effective date of the appraisal.

Comparable Nos. 1, 2, 5, 6, 7, 10 and 11 were similar when comparing appeal and build-out. Thus, no adjustments were needed.

Comparable Nos. 3, 4, 8 and 9 had less appealing architecture and interior design/layout. As such, upward adjustments were needed.

Economic Factors

Besides the other factors affecting marketability related above, an investor also considers occupancy, the level of rents, operating expenses per square foot and net operating income. Economic factors are used by the typical buyer to judge comparability in his or her valuation analysis in the Income Approach primarily. But “vacancy” is generally considered in the Sales Comparison Approach as it speaks for many of the factors. The buyer of a partially- or fully-occupied building has the benefit of immediate income to offset expenses until he is able to stabilize the building at market rates. But an owner-occupant welcomes vacancy as their own occupancy can be immediate. The subject was assumed vacant as of the effective date of the appraisal. The most likely scenario for the subject property will be owner-occupancy.

Comparables Nos. 1, 3, 4, 7, 8, 9, 10 and 11 were vacant at the time of sale and intended to be owner-occupied. For their similarity, no adjustments were required.

Nos. 2, 5 and 6 were tenant-occupied, but the influence of the tenancy was offsetting. As it was neither positive nor negative, no adjustments were needed.

Site Improvements/Other

Site Improvements - The subject property had average landscaping and other site improvements.

Comparable Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 have similar site improvements. Thus, no adjustments were necessary.

Other – Other influences include easements, overflights, deed and off-title restrictions, billboard and telecommunication site leases, etc. The subject had no “Other” factors affecting its marketability.

As Comparable Nos. 1, 2, 3, 4, 6, 7, 9, 10 and 11 had no “Other” factors affecting their marketability, no adjustments were necessary.

No. 8 sold with two non-contiguous vacant lots totaling 9,694 square feet in size. Given the prices of recent land sales in downtown Eloy, I have made a downward \$7,500, or 5%, adjustment for their added contributory market value.

Summary of Adjustments

The adjustment grid on the following page charted the subject property and the sales and the relevant information about each one. Differences between the subject and the sales were identified. The sales prices for each were adjusted in accordance with the discussion related above. The adjusted prices indicate a range of estimated market value for the subject property. Following the presentation of the grid is my opinion of market value, as improved.

SALES COMPARISON APPROACH - AS IMPROVED

APN 405-02-341A (Eloy Housing Authority)

Effective Date of the Appraisal - November 26, 2024

File No. 240270

ADJUSTMENT GRID												
Comparable No.	Subject	1	2	3	4	5	6	7	8	9	10	11
Location	100 W. Phoenix Ave., Eloy	153 W. Central Ave., Coolidge	116-120 E. 1st St., Casa Grande	117 N. Sacaton St., Casa Grande	425 N. Main St., Eloy	311 N. Main St., Eloy	701-705 N. Olive St., Casa Grande	501 N. Marshall St., Casa Grande	508 N. Main St., Eloy	508 E. Cottonwood Ln., Casa Grande	130 N. Main St., Florence	305 N. Main St., Eloy
Sales Price	NA	\$115,000	\$225,000	\$350,000	\$150,000	\$205,000	\$280,000	\$555,000	\$150,000	\$300,000	\$185,000	\$75,000
Unit Price (Price/S.F.)	NA	\$67.61	\$71.07	\$94.26	\$35.05	\$38.35	\$75.55	\$90.67	\$38.45	\$79.11	\$65.98	\$32.68
Property Rights Conveyed <i>Adjustment</i>	Fee Simple	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%
Terms of Sale <i>Adjustment</i>	Cash	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%	Cash 0%
Conditions of Sale <i>Adjustment</i>	Normal	Normal 0%	Partial Seller-carryback 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%	Normal 0%
Market Conditions <i>Adjustment</i>	Nov-24	Jul-24 0%	Feb-23 0%	Aug-22 0%	Jul-22 0%	Jul-22 0%	Oct-21 0%	Aug-21 0%	Nov-20 10%	Sep-20 10%	Sep-20 10%	Aug-20 10%
Buyer Motivation <i>Adjustment</i>	Owner-User	Investor/User 0%	Investor 0%	Similar 0%	Similar 0%	Investor 0%	Investor 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Assemblage/Special Need <i>Adjustment</i>	None/None	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%	None/None 0%
Adjusted Unit Price		\$67.61	\$71.07	\$94.26	\$35.05	\$38.35	\$75.55	\$90.67	\$42.30	\$87.03	\$72.57	\$35.95
Location - General/Specific <i>Adjustment</i>	Fair/Average	Superior/Similar -15%	Superior/Similar -30%	Superior/Similar -30%	Similar/Similar 0%	Similar/Similar 0%	Superior/Similar -30%	Superior/Similar -30%	Similar/Similar 0%	Superior/Similar -30%	Superior/Similar -20%	Similar/Similar 0%
Frontage/Access <i>Adjustment</i>	Average/Average	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%
Traffic Count/Visibility <i>Adjustment</i>	Light/Average	Light/Similar 0%	Light/Similar 0%	Light/Similar 0%	Light/Similar 0%	Light/Similar 0%	22,336 v.p.d./Similar -10%	Light/Similar 0%	Light/Similar 0%	15,000 v.p.d./Similar -10%	Light/Similar 0%	Light/Similar 0%
Building Size (GBA) <i>Adjustment</i>	3,238	1,701 0%	3,166 0%	3,713 0%	4,280 0%	5,345 0%	3,706 0%	6,121 0%	3,901 0%	3,792 0%	2,804 0%	2,295 0%
Site Area (s.f.)	5,000	3,752	7,542	8,925	10,000	7,500	7,002	11,602	12,500	29,969	13,485	3,751
L-to-B Ratio/Parking <i>Adjustment</i>	1.52:1/Adequate	2.21:1/Similar 0%	2.38:1/Similar 0%	2.40:1/Similar 0%	2.34:1/Similar 0%	1.40:1/Similar 0%	1.90:1/Similar 0%	1.90:1/Similar 0%	3.20:1/Similar 0%	7.90:1/Similar -10%	4.81:1/Similar -5%	1.63:1/Similar 0%
Age/Condition/Appeal <i>Adjustment</i>	1982/Avg.Fair/Good	1964/Superior/Similar -15%	1951/Superior/Similar -15%	1935/Superior/Inferior -15%	1963/Inferior/Inferior 15%	1948/Inferior/Similar 5%	1956/Superior/Similar -10%	1940/Superior/Similar -15%	1964/Inferior/Inferior 15%	1980/Superior/Inferior -5%	1937/Superior/Similar -15%	1980/Superior/Similar -10%
Economic Factors <i>Adjustment</i>	Owner-occupancy	Similar 0%	Tenant 0%	Similar 0%	Similar 0%	Tenant 0%	Tenant 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%
Site Improvements/Other <i>Adjustment</i>	Average/None	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%	Similar/Vacant Lots -5%	Similar/Similar 0%	Similar/Similar 0%	Similar/Similar 0%
Overall Adjustment		-30%	-45%	-45%	15%	5%	-50%	-45%	10%	-55%	-40%	-10%
Estimated Value Range (Price/S.F.)		\$47.33	\$39.09	\$51.84	\$40.30	\$40.27	\$37.78	\$49.87	\$46.53	\$39.16	\$43.54	\$32.35

Conclusion to the Analysis

Unadjusted, the comparables indicated a price range from \$32.68 to \$94.26 per square foot of gross building area (package price). Adjusted, they presented a range from \$32.35 to \$51.84 per square foot of gross building area. Applying the adjusted range to the subject's gross building area provided the following:

$$3,283 \text{ s.f. of GBA} \times \$32.35/\text{s.f.} = \$106,205$$

- to -

$$3,283 \text{ s.f. of GBA} \times \$51.84/\text{s.f.} = \$170,191$$

Opinion of Market Value

Given the good comparison of the data and the predominant range of value, a value above the middle of the range was indicated. Acknowledging that the market usually rounds to a whole number, my opinion of the market value of the fee simple interest in the subject property, from application of the Sales Comparison Approach, as of the effective date of the appraisal, November 26, 2024, was **\$165,000**, which indicates a package price of **\$50.26** per square foot of gross building area ($\$165,000 \div 3,283$ square feet). My opinion of market value was subject to a special limiting condition stated on page 12 of the report.

Exposure Time

The exposure time for the marketing of the subject depends on many factors including current market conditions, the factors of supply and demand, pricing and professional marketing. Agents interviewed for this assignment report steady and improving demand for properties like the subject. Based on this information and a study of actual exposure times, I have estimated a twelve-month exposure time for subject property, assuming it has been priced appropriately within 10 percent of the appraised value and professionally marketed.

RECONCILIATION AND OPINION OF MARKET VALUE

As indicated, there are three approaches of estimating the value of real property: the Cost Approach, the Sales Comparison Approach and the Income Approach.

Buyers and sellers do not rely on the Cost Approach as it does not reflect the significant accrued depreciation that a building like the subject has. Thus, the Cost Approach was not considered applicable.

The Sales Comparison Approach was utilized and resulted in an indication of value for the fee simple interest in the subject property given the many recent comparable sales available which indicated a consistent range of market price and value.

The Income Approach is a method of valuation from the viewpoint of an investor. Income producing properties are typically purchased by investors on the basis of a careful analysis of the probable net income to be derived from the operation of the property, and the rate of return required by investors. This approach is typically a reliable indicator of value when sufficient market rental rate and expense data can be accumulated and the most typical buyer is an investor. But in this case, a property like the subject appeals most to owner-occupants and not investors. Investors cannot pay the same prices as owner-occupants do as the level of rent and net operating income do not support the prices owner-occupants pay. As such, this approach was not considered to be a reliable indication of market value.

Therefore, from my investigation and analysis of the subject and relevant market data, my opinion of the market value of the fee simple interest in the subject property, as of the effective date of the appraisal (date of valuation), November 26, 2024 was:

ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

(\$165,000 or \$50.26 per square foot of gross building area)

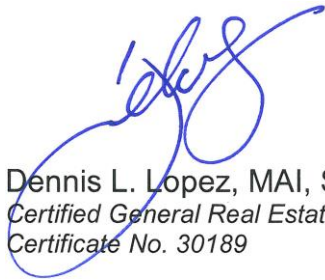
My opinion of market value was subject to a special limiting condition stated on page 12 of the report.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. I have performed a service as an appraiser regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report have been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
9. I have made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the person signing this certification.
11. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
12. As of the date of this report, I have completed the continuing education program of the Appraisal Institute.

My opinion of the market value of the fee simple interest in the subject property, as of the effective date of the appraisal, November 26, 2024, was **\$165,000**, or **\$50.26** per square foot of gross building area. My opinion of market value was subject to a special limiting condition stated on page 12 of the report.



Dennis L. Lopez, MAI, SRA
Certified General Real Estate Appraiser - State of Arizona
Certificate No. 30189

APPENDIX

Qualifications of the Appraiser

QUALIFICATIONS OF DENNIS L. LOPEZ, MAI, SRA

Education

Bachelor of Science Degree, Business Administration, Arizona State University, Magna Cum Laude,
December, 1978

Real Estate Principles, Arizona State University, 1977

Real Estate Law, Arizona State University, 1977

Real Estate Management, Arizona State University, 1978

SREA 101 (Real Estate Appraisal), Arizona State University, 1978

SREA 201 (Real Estate Appraisal), Arizona State University, 1978

Real Estate Land Development, Arizona State University, 1978

Real Estate Investments, Arizona State University, 1978

Urban Planning, Arizona State University, 1978

AIREA Course VIII, "Single Family Residential Appraising," Arizona State University, 1978

SREA "Marketability and Market Analysis", 1979

SREA Seminar "Basic Money Market & Economic Analysis", 1980

SREA "Market Abstractions Seminar", 1981

AIREA "Standards of Professional Practice", 1981

AIREA "Condemnation & Litigation Valuation", 1982

IRWA "Skills of Expert Testimony", 1983

SREA FHLBB Reg. R41(b) Seminar, 1985

AIREA "Valuation Analysis and Report Writing" (Exam 2-2), March, 1986

AIREA "Case Studies in Real Estate Valuation" (Exam 2-1), March, 1986

AIREA "Highest and Best Use Analysis", April, 1986

"Eminent Domain Valuation-Procedures and Case Studies," Robert Helmandollar, Deputy Chief

Right-of-way Agent, Arizona Department of Transportation, November, 1986

"Arizona Condemnation and Zoning", Professional Education Systems, June, 1988

SREA "Environmental Waste As It Applies To Real Estate", December, 1988

SREA "Standards of Professional Practice and Conduct", December, 1988

AIREA "Rates, Ratios and Reasonableness", August, 1989

AIREA "Uniform Standards of Professional Practice", February, 1990

SREA "Income Property Valuation for the 1990s", July, 1990

AI "Reviewing Appraisals", June, 1992

IRWA "Easement Valuation" (Course 403), March, 1993

ADOT "Impact of Highway Construction on Real Estate", April, 1993

AI "Uniform Standards of Professional Appraisal Practice, Part A & B", February, 1994

AI "Advanced Income Capitalization, Course II510, ASU, February, 1995

AI "Fair Lending", October, 1995

AI "Subdivision Analysis", March, 1996

AI "New Industrial Valuation", May, 1998

Ted Whitmer, "Attacking & Defending an Appraisal in Litigation", January, 2000

AI, "710 Condemnation Appraising – Basic Principles and Applications", May, 2000

AI, "720 Condemnation Appraising – Advanced Topics and Applications", May, 2000

AI "Uniform Standards of Professional Appraisal Practice, Part C", October, 2000

AI "Litigation Appraisal: Specialized Topics and Applications, Course 705, March, 2002

IRWA "Reviewing Appraisals in Eminent Domain", May, 2005

AI "Subdivision Analysis", October, 2007

AI "Uniform Appraisal Standards for Federal Land Acquisitions ("Yellow Book")", December, 2009

AI "Fundamentals of Separating Real Property, Personal Property, Intangible Business Assets", May, 2012

AI "Business Practices and Ethics", November, 2020

AI "Complex Litigation Appraisal Case Studies", June, 2022

AI "Uniform Standards of Professional Appraisal Practice 2024 (USPAP)", December, 2023

Designations, Memberships, Licenses and Certifications

MAI - Member, Appraisal Institute, May, 1988, Certificate No. 7798
SRA - Senior Residential Appraiser, Appraisal Institute, August, 1980
Certified General Real Estate Appraiser, State of Arizona, Certificate No. 30189
Licensed Real Estate Salesperson - State of Arizona

Professional & Civic Activities

Appraisal Institute, Admissions Committee, Experience Review, 1989-1997
Appraisal Institute, Review and Counseling Committee, 1991-2005
Society of Real Estate Appraisers, Phoenix Chapter #68, Chairman, Professional Practice Committee, 1989-1990
Society of Real Estate Appraisers, Phoenix Chapter #68, Chapter President and Supervisory Officer of the Professional Practice Committee, 1987-88
College of Business Administration, Arizona State University, Guest Lecturer, Finance and Real Estate Departments, College of Business
Mesa Community College, Scottsdale Community College, Desert Vista High School, Guest Lecturer, Real Estate Appraisal
CLE International, Guest Lecturer, Eminent Domain Conference, April, 2005
"Condemnation Summit", Eminent Domain and Condemnation Law Conference, Guest Lecturer, April, 2012

Awards

Awarded the "Employer of the Year, 2004", by the Phoenix Chapter 28, International Right-of-way Association, September, 2004
Awarded the "Minority Consultant Firm of the Year", by the City of Phoenix Minority Business Enterprise Affirmative Action Program, October, 1989
Awarded the "Phoenix Board of Realtors Outstanding Real Estate Student of the Year," by the Phoenix Board of Realtors in conjunction with the College of Business Administration, Arizona State University, 1978

Experience

Independent fee appraiser and consultant since June, 1978, with varied experience in appraising and analyzing single-family residences, vacant land, multi-family residential properties, commercial, retail, industrial and special use properties; specialization in eminent domain valuation and expert witness testimony
Qualified as an expert witness in matters of real estate appraisal in Maricopa County, Pima County, Pinal County, Coconino County, Yavapai County, Yuma County, Santa Cruz, and Mohave County Superior Courts, and U.S. Bankruptcy Court
Currently self-employed with *Dennis L. Lopez & Associates, LLC*, Real Estate Appraisers and Consultants, 8631 South Priest Drive, Suite 103, Tempe, Arizona 85284-1912, 480-838-7332, dennis@lopezappraisal.com, www.lopezappraisal.com
Vice President, Commercial Team Leader and Residential Manager with Sell, Huish & Associates, Inc., Real Estate Appraisers and Consultants, Tempe, Arizona, January, 1980 to July, 1988
Independent fee appraiser with Diversified Property Services Limited, Phoenix, Arizona, June, 1978, to June, 1980
Licensed Real Estate Salesperson – State of Arizona, 1981 to present

Geographical Area

State of Arizona

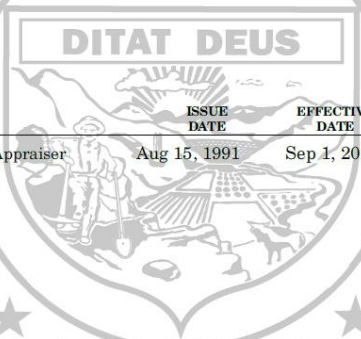
ARIZONA FINANCIAL ENTERPRISE CREDENTIAL CERTIFICATE

No: CGA-30189

DIRECTOR OF THE DEPARTMENT OF INSURANCE AND FINANCIAL INSTITUTIONS

STATE OF ARIZONA

DITAT DEUS



DENNIS L. LOPEZ

CREDENTIAL TYPE	ISSUE DATE	EFFECTIVE DATE	EXPIRATION DATE
Certified General Appraiser	Aug 15, 1991	Sep 1, 2024	Aug 31, 2026

This certificate was printed on July 10, 2024 and will remain in effect until a change request has been approved by the Department or the credential is surrendered, suspended, revoked or expired.

Arizona Department of Insurance and Financial Institutions
difl.az.gov
100 N 15th Ave, Suite 261
Phoenix, AZ 85007-2630

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.B.**

Date: **6/23/2025**

Date submitted:
06/11/2025

Action: Resolution

Subject: Adoption of Resolution No. 25-1618 adopting the Consolidated rate and fee schedule for the City of Eloy with the effective date of August 1, 2025.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Staff recommends the adoption of Resolution No. 25-1618 adopting the Consolidated rate and fee schedule for the City of Eloy with the effective date of August 1, 2025.

DISCUSSION:

On April 14, 2025, staff presented and discussed the consolidated rate and fee schedule with the City Council. During the presentation, staff informed the City Council of the new rates and fees being proposed. This consolidated rates and fees schedule is modified annually, as part of the annual budget process. If a rate or fee is being modified or added, those rates or fees will be highlighted in yellow along with a justification for the change.

This consolidated rate and fee schedule has followed A.R.S. 9-499.15, by posting the proposed changes on the City's home web page at least sixty (60) days before the date the tax or fee is considered for approval by the City Council. To meet this requirement, the Finance Department posted the notice of intent on the City's webpage in the Finance section on April 17th. The Finance Department then prepared a written report indicating all the rates and fees along with justifications for any changes. This report can be found under the Finance home page in the budget and financial documents section.

The new consolidated rate and fee schedule will be effective on August 1, 2025.

FISCAL IMPACT:

There is no fiscal impact to FY 24-25. Any rates and fee changes will affect FY 25-26 after August 1, 2025.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO.: 25-1618

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, ADOPTING THE “CONSOLIDATED RATE AND FEE SCHEDULE” WITH AN EFFECTIVE DATE OF AUGUST 1, 2025.

WHEREAS, the City of Eloy wishes to periodically review and potentially adjust its rates and fees for City services for records, reports, licenses, permits, and inspections; and,

WHEREAS, the City of Eloy wishes to adopt these rates and fees by resolution; and,

WHEREAS, the City of Eloy wishes to establish an updated “Consolidated Rate and Fee Schedule” dated June 23, 2025, and identified as Exhibit “A” with an effective date of August 1, 2025.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, AS FOLLOWS:

Section 1. The Mayor and City Council of the City of Eloy, Arizona hereby adopts the updated “Consolidated Rate and Fee Schedule” dated June 23, 2025 as shown on Exhibit “A” with of August 1, 2025.

PASSED AND ADOPTED by the Mayor and Council of the City of Eloy, Pinal County, Arizona, this 23rd day of June 2025.

BY:

Andrew Sutton, Mayor

ATTEST:

APPROVED AS TO FORM:

Celine Kidwell, City Clerk

Stephen Cooper, City Attorney

City of Eloy

Consolidated Rate and Fee Schedule



595 North C Street
Suite 103
Eloy, AZ 85131
Phone - 520-466-9201
Fax - 520-466-3760

City of Eloy, Arizona
2025-2026 Consolidated Rate and Fee Schedule
Effective August 1, 2025

The rate and fee schedule for the City of Eloy, which will be enacted on August 1, 2025, shall be as follows, subject to administration fees and outside costs where applicable.

ADMINISTRATION FEE: An administration fee of 10% may be added to all fees and charges listed herein whenever outside costs are incurred.

OUTSIDE COSTS: Outside costs are generally all costs of services and materials billed to the City and shall include, but are not limited to, costs of publication and posting, attorney fees, filing fees, reproduction costs, and outside engineering, surveying, and consulting services.

DEPOSITS: No interest shall accrue to any deposit.

REFUNDS: All refunds of \$5.00 or more will be issued by check to the City's last known address for the person entitled to the refund. No refunds under \$5.00 will be issued unless the person entitled to the refund affirmatively requests such a refund. If no such request is made within 30 days, the amount below \$5.00 shall be deemed donated to the City.

Each year, Eloy's City Council will adopt the Consolidated Rate and Fee Schedule to make it more convenient for citizens to find information concerning fees. This step will happen during the development of the annual budget process.

This report shows rates and fees for the following departments:

➤ General Government	<u>Page</u>
• City Clerk	4
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○ Business Licenses	
○ Development Fees	
• Municipal Court	7
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○ Planning	
○ Permit Fees	
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○ Inspections	

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• Community Services	20 - 22
○ Recreation	
○ Library	
➤ Airport	22
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➤ Public Safety	25 - 26
➤ Public Works	27 - 29
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➤ Sanitation (Trash)	29 - 49
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➤ Water	50 - 53



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
General Government			
City Clerk			
Photocopies (per page, black & white)	\$ 0.50	\$ 0.50	
Photocopies (per page, color)	\$ 1.00	\$ 1.00	
Notary Fees (Acknowledgment or jurat, Per Notary Public Signature; Copy Certification, Per Page Certified; Oath or	\$ 10.00	\$ 10.00	
Public Records Requests (CD or USB)	\$ 10.00	\$ 10.00	
Passport Execution Fee	\$ 35.00	\$ -	City of Eloy is not executing passports any more. Remove fee
Finance			
Administrative Services			
Photocopies (per page, black & white)	\$ 0.50	\$ 0.50	
Photocopies (per page, color)	\$ 1.00	\$ 1.00	
Notary Fees (Acknowledgment or jurat, Per Notary Public Signature; Copy Certification, Per Page Certified; Oath or	\$ 10.00	\$ 10.00	
NSF Check/EFT Fees			
Non sufficient funds (NSF) check/EFT handling fee	\$ 25.00	\$ 25.00	
Utility Account Fees			
Account Set Up Fee	\$ 20.00	\$ 20.00	
Water Turn On or Turn Off Fee	\$ 30.00	\$ 30.00	
Total Utility deposit (Water, Wastewater, and Sanitation)	\$ 245.00	\$ 250.00	Changed due to increasing Sanitation Deposit by \$5.00



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Business License			
Business License Fee – Full Year	\$ 75.00	\$ 75.00	
Business License Fee – Prorated (July – December)	\$ 37.50	\$ 37.50	
Daily Business License Fee	\$ 10.00	\$ 20.00	Increase daily rate based on special events due to the cost of administrative charges.
Barber Shops/Beauty Operators & Owners	\$ 75.00	\$ 75.00	
Barber/Beauty Operators – Individual	\$ 75.00	\$ 75.00	
Pawnbrokers, Secondhand dealers, Junk Dealer or Junk Collector	\$ 75.00	\$ 75.00	
Mobile Vender	\$ 75.00	\$ 75.00	
Hotel, Apartment, RV Parks, Mobile Home Parks & Rest Homes			
1-10 Units	\$ 75.00	\$ 75.00	
11- 50 Units	\$ 75.00	\$ 75.00	
Over 50 Units	\$ 75.00	\$ 75.00	
Medical Marijuana			
Business License Application & Investigation Fee	\$ 500.00	\$ 500.00	
Business License Fee	\$ 250.00	\$ 250.00	
Employee License Fee (per employee)	\$ 250.00	\$ 250.00	
Liquor License Fee			
Series #6 On-sale retailers licensed to sell all spirituous liquors	\$ 250.00	\$ 250.00	
Series #7 On-sale retailers licensed to sell beer & wine	\$ 175.00	\$ 175.00	
Series #8 On-sale retailers licensed to sell beer	\$ 150.00	\$ 150.00	
Series #9 Off-sale retailers licensed to sell all spirituous liquors	\$ 175.00	\$ 175.00	
Series #10 Off-sale retailers licensed to sell beer & wine	\$ 150.00	\$ 150.00	
Series #11 Off-sale retailers licensed to sell beer	\$ 125.00	\$ 125.00	
Series #16 Restaurant retailers licensed to sell all spirituous liquor	\$ 250.00	\$ 250.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Adult Oriented Business (12-109)			
Non-refundable Application Fee for license (new or renewal)	\$ 500.00	\$ 500.00	
Non-refundable Application Fee for service provider	\$ 100.00	\$ 100.00	
Issuing License, Permit or Identification card by the licensing officer upon payment of fee	\$ 50.00	\$ 50.00	
Annual License Fee	\$ 500.00	\$ 500.00	
Additional Business Fees			
Promoters of entertainment (circuses, bazaars, etc.) who receive a percentage of receipts or other consideration for their services. Each such promoter shall also obtain liability insurance of a minimum of \$1 Million naming the City of Eloy as insured.	\$ 100.00	\$ 100.00	
Animal Show	\$ 100.00	\$ 100.00	
Circus Parade Only	\$ 50.00	\$ 50.00	
Handbill Distributor	\$ 10.00	\$ 10.00	
Amusement Company (such as Ferris wheel, merry go round not part of circus)	\$ 175.00	\$ 175.00	
Wrestling/Boxing/Martial Arts Exhibition	\$ 175.00	\$ 175.00	
Road Show, Carnival or Circus	\$ 175.00	\$ 175.00	
Palmistry, Phrenology, Astrology, Fortune Telling, Mind Reading, Clairvoyance, Magic or any healing practices not licensed by the State of Arizona or any similar calling without a fixed place of business	\$ 250.00	\$ 250.00	
Development Impact Fees			
Parks and Recreation			
Single Unit per Housing Unit	\$ 1,852.00	\$ 1,852.00	
Multi Family per Housing Unit	\$ 1,444.00	\$ 1,444.00	
Nonresidential Commercial per 1,000 sq. ft. of gross floor area	\$ 481.00	\$ 481.00	
Nonresidential Office/Institutional per 1,000 sq. ft. of gross floor area	\$ 611.00	\$ 611.00	
Nonresidential Industrial/Flex per 1,000 sq. ft. of gross floor area	\$ 327.00	\$ 327.00	
Police			
Single Unit per Housing Unit	\$ 526.00	\$ 526.00	
Multi Family per Housing Unit	\$ 410.00	\$ 410.00	
Nonresidential Commercial per 1,000 sq. ft. of gross floor area	\$ 1,325.00	\$ 1,325.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Nonresidential Office/Institutional per 1,000 sq. ft. of gross floor area	\$ 518.00	\$ 518.00	
Nonresidential Industrial/Flex per 1,000 sq. ft. of gross floor area	\$ 209.00	\$ 209.00	
Streets			
Single Unit per Housing Unit	\$ 1,671.00	\$ 1,671.00	
Multi Family per Housing Unit	\$ 816.00	\$ 816.00	
Nonresidential Commercial per 1,000 sq. ft. of gross floor area	\$ 2,415.00	\$ 2,415.00	
Nonresidential Office/Institutional per 1,000 sq. ft. of gross floor area	\$ 924.00	\$ 924.00	
Nonresidential Industrial/Flex per 1,000 sq. ft. of gross floor area	\$ 373.00	\$ 373.00	
Municipal Court			
Retrieve Fields or Automated Record Search	\$ 28.00	\$ 28.00	
Cop Fees or Docket (per page)	\$ 0.50	\$ 0.50	
Certification (per document)	\$ 28.00	\$ 28.00	
Community Development			
Abandonment (Plats, Right-of-way, Roadway Easement, and GLO Easement)	\$ 600.00	\$ 600.00	
Annexation - fee plus cost of survey by applicant	\$ 900.00	\$ 900.00	
Application Notification Fee: Cost incurred by the City	Actual Cost	Actual Cost	
Conditional Use Permit - Residential Time Extension	\$300 plus \$20 per acre	\$300 plus \$20 per acre	
Conditional Use Permit	\$900 plus \$30 per acre	\$900 plus \$30 per acre	
General Plan Amendment - Text	\$1,200	\$1,200	
General Plan Amendment - Minor Amendment	\$1,500 plus \$ 20 per acre	\$1,500 plus \$ 20 per acre	
General Plan Amendment - Major Amendment	\$2,500 plus \$30 per acre	\$2,500 plus \$30 per acre	
Minor Land Division - Lot Split and Lot Combination	\$ 300.00	\$ 300.00	
Rezoning - Residential	\$600 plus \$20 per acre	\$600 plus \$20 per acre	
Rezoning - All other	\$900 plus \$30 per acre	\$900 plus \$30 per acre	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Site Plan Application - New and major modifications to an approved site plan	\$900 plus \$20 per acre	\$900 plus \$20 per acre	
Site Plan Application - Minor Amendment	\$ 300.00	\$ 300.00	
Specific Area Plan/Amendment	\$1,500 plus \$20 per acre	\$1,500 plus \$20 per acre	
Subdivision Approval - Preliminary Plat	\$1,500 plus \$20 per lot	\$1,500 plus \$20 per lot	
Subdivision Approval - Final Plat	\$900 plus \$10 per lot	\$900 plus \$10 per lot	
Temporary Use Permit	\$ 180.00	\$ 180.00	
Variance/Appeal	\$ 600.00	\$ 600.00	
Zoning Text Amendment	\$ 900.00	\$ 900.00	
Subdivision Ordinance Text Amendment	\$720	\$720	
Additional Fees			
Publication	Actual Cost	Actual Cost	
Zoning Verification Letter	\$ 120.00	\$ 120.00	
Pre-Application Meeting/Concept Plan - subsequent meetings	\$ 300.00	\$ 300.00	
Zoning Interpretation Letter	\$ 240.00	\$ 240.00	
Rezoning PAD	\$2,400 plus 30 per acre	\$2,400 plus 30 per acre	
Rezoning with Other Overlays	\$2,400 plus 30 per acre	\$2,400 plus 30 per acre	
Administrative Waiver Letter	\$ 120.00	\$ 120.00	
Board of Appeals (Building Code Board of Appeals)	\$ 420.00	\$ 420.00	
Comprehensive Sign Package	\$ 900.00	\$ 900.00	
Development Agreement	\$ 3,600.00	\$ 3,600.00	
Development Agreement Amendment	\$ 2,400.00	\$ 2,400.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Basic Plan Review Services			
*Plan Review Fees. The plan review fee shall be 65 percent of the building permit fee. Any submittals that require three or more reviews shall be charged at the hourly rate and administrative fee specified below.			
Three or more plan reviews (Hourly and administrative fee rates) A minimum fee of 1 hour, plus additional \$30 administrative fee per each additional review. A review that takes more than 1 hour is charged an additional fee based on the total additional times to review the plan, based on 1/2 hour increments.	\$135 per hour, plus \$30 per additional review.	\$135 per hour, plus \$30 per additional review.	
Expedited Plan Review	Double the plan review fees	Double the plan review fees	
Expedited Plan Review Three or more plan reviews (Hourly and administrative fee rates) A minimum fee of 1 hour, plus additional \$35 administrative fee per each additional review. A review that takes more than 1 hour is charged an additional fee based on total additional times to review the plan, based on 1/2 hour increments.	\$270 per hour, plus \$30 per addition review.	\$270 per hour, plus \$30 per addition review.	
Minor Revisions of Plans after Permit Issuance Commercial (two-hour minimum)	\$135 per hour, plus \$30 per additional review.	\$135 per hour, plus \$30 per additional review.	
Minor Revisions of Plans after Permit Issuance Residential (one-hour minimum)	\$135 per hour, plus \$30 per additional review.	\$135 per hour, plus \$30 per additional review.	
Swimming Pools Above Ground	\$ 120.00	\$ 120.00	
Swimming Pools In-Ground (Residential)	\$ 180.00	\$ 180.00	
Swimming Pools In-Ground (Non-residential)	\$ 300.00	\$ 300.00	
Spas/ Hot Tubs (When standard pool/spa/hot tub plans are not on file with the Building Official, a \$75.00 plan review fee will also be charged)	\$ 90.00	\$ 90.00	
Additional Review required by changes, additions, Additional review for addition to plans, modifications to plans not requested by the city or city consultant, or rereview lost plans or plan review comments sheets (min 1 hr. charged)	\$135 per hour	\$135 per hour	
Site/plot plan review (or revision) for a residential lot using a standard plan	\$ 60.00	\$ 60.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Review of deferred submittals (Submitted after initial plan review)	\$270 plus \$135 per hour after the second hour, per submittal	\$270 plus \$135 per hour after the second hour, per submittal	
Residential Standard Plan (Standards plans are valid only during the time that the City is using same building code that plans approved under.)	\$1,200 plus the building Plan Review Fees	\$1,200 plus the building Plan Review Fees	
For Use of outside consultants for plan check and/or inspections Third party consulting and plan review	Actual cost plus an additions 10% administrative fee	Actual cost plus an additions 10% administrative fee	
Re-Roof (One-and Two-Dwelling Structures Only)			
Roofing Permits-only if 100% of the roof sheathing is being replaced. If only 50% of roof sheathing is being replaced, no permit is required.	\$ 180.00	\$ 180.00	
Vacuum Breaker (For residential landscape irrigation systems only) 1 through 5 devices	\$ 45.00	\$ 45.00	
Vacuum Breaker (For residential landscape irrigation systems only) over 5, each additional	\$ 2.50	\$ 2.50	
Window Replacement - Fee for the first window.	\$ 60.00	\$ 60.00	
Window Replacement - Fee for each additional window--	\$ 12.00	\$ 12.00	
Window Replacement - Structural plan review fee (When required)	\$ 45.00	\$ 45.00	
Water Heater Replacement per Unit (Includes processing fee) - Residential (R-3)	\$ 50.00	\$ 50.00	
Water Heater Replacement per Unit (Includes processing fee) - All others	\$ 120.00	\$ 120.00	
HVAC Change-outs per unit excluding ductwork (Includes plan review fee) - Residential (R-3)	\$ 90.00	\$ 90.00	
HVAC Change-outs per unit excluding ductwork (Includes plan review fee) - All others	\$ 150.00	\$ 150.00	
Combination units (heating and cooling) - Residential (R-3)	\$ 135.00	\$ 135.00	
Combination units (heating and cooling) - All others	\$ 180.00	\$ 180.00	
If duct work is needing replaced	\$ 120.00	\$ 120.00	
Retaining Walls - Per wall.	Based on valuation	Based on valuation	
Temporary Electrical Service or Panel Upgrade (Per Panel)	\$ 60.00	\$ 60.00	
Residential Photovoltaic Systems on Existing Residential (R-3) Buildings (Per system 10kW or less) - Building Permit	\$ 135.00	\$ 135.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Residential Photovoltaic Systems on Existing Residential (R-3) Buildings (Per system 10kW or less) - Plan Review	\$ 60.00	\$ 60.00	
Electrical Vehicle Charging Stations (Residential) -per station			
Demolition of Buildings - Residential accessory building or garage (per structure)	\$ 30.00	\$ 30.00	
Demolition of Buildings - Single-family residence (per structure)	\$ 90.00	\$ 90.00	
Demolition of Buildings - Structures other than residential single-family (per structure)	\$ 240.00	\$ 240.00	
Temporary Construction and/or Sales Trailers - Building permit	\$ 240.00	\$ 240.00	
Temporary Construction and/or Sales Trailers - Plan Review	\$ 90.00	\$ 90.00	
Generators - Temporary Generators (each)	\$ 90.00	\$ 90.00	
Mobile Home hook up (Includes sewer, water and electrical, where applicable-permit fee for mobile homes are adopted from the State of Arizona Department of Housing. Permit fees are updated every fiscal year by the State of Arizona Department of Housing.	\$ 540.00	\$ 540.00	
Building Permit Fees			
*Building Permit fees are calculated on the values in the latest ICC Building Valuation Table, or upon the actual construction costs contained within a verifiable signed construction contract, whichever are less. Construction value for Building Shell Permits is based upon 80% of the ICC Building Valuation Table or the costs contained within a signed contract whichever is less. The valuation for any foundation-only permit shall be 25% of the ICC Building Valuation Table or the costs contained within a signed contract whichever is less.			
Permits for Existing Residential (R-3) Buildings (except swimming pools), including but not limited to, interior alterations, detached garages, carports, storage sheds over 200 square feet of floor area, patio covers and gazebos, shall be charged a building permit fee based on Table 1-A and a plan review fee not to exceed \$35.00. For habitable room additions, the permit fee shall be based on Table 1-A.			
Residential and Commercial Total Valuation			
\$1 to \$500.00	\$60.00	\$60.00	
\$501.00 to \$2,000 - \$24.00 for the first \$500.00 plus \$3.00 for each additional \$100.00 or fraction thereof, to including \$2,000.00	\$500.01 to \$2,000 - \$60.00 for the first \$500.00 plus \$4.45 for each additional \$100.00 or fraction thereof, to, and including, \$2,000.00	\$500.01 to \$2,000 - \$60.00 for the first \$500.00 plus \$4.45 for each additional \$100.00 or fraction thereof, to, and including, \$2,000.00	



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
\$2,001 to \$40,000 - \$69.00 for the first \$2,000.00 plus \$11.00 for each additional \$1,000.00 or fraction thereof, to and including \$40,000.	\$2,000.01 to \$40,000 - \$126.75 for the first \$2,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to, and including, \$40,000.	\$2,000.01 to \$40,000 - \$126.75 for the first \$2,000.00 plus \$15.00 for each additional \$1,000.00 or fraction thereof, to, and including, \$40,000.	
\$40,001 to \$100,000 \$487.00 for the first \$40,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.	\$40,000.01 to \$100,000 \$696.75 for the first \$40,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.	\$40,000.01 to \$100,000 \$696.75 for the first \$40,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.	
\$100,001 to \$500,000 \$1,027.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to including \$1,000,000.00.	\$100,000.01 to \$500,000 \$1,416.75 for the first \$100,000.00 plus \$7.85 for each additional \$1,000.00 or fraction thereof, to, and including, \$500,000.00.	\$100,000.01 to \$500,000 \$1,416.75 for the first \$100,000.00 plus \$7.85 for each additional \$1,000.00 or fraction thereof, to, and including, \$500,000.00.	
\$500,001 to \$1,000,000 \$3,827.00 for the first \$500,000.00 plus \$5.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.	\$500,000.01 to \$1,000,000 \$4,556.75 for the first \$500,000.00 plus \$6.60 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.	\$500,000.01 to \$1,000,000 \$4,556.75 for the first \$500,000.00 plus \$6.60 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00.	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
\$1,000,001 to \$5,000,000 \$6,327.00 for the first \$1,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00.	\$1,000,000 to \$5,000,000 \$7856.75 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00.	\$1,000,000 to \$5,000,000 \$7856.75 for the first \$1,000,000.00 plus \$5.10 for each additional \$1,000.00 or fraction thereof, to and including \$5,000,000.00.	
\$5,000,001 and over - \$18,327.00 for the first \$5,000,000.00 plus \$1.00 for each \$1,000.00 or fraction thereof.	\$5,000,000.01 and over - \$27,614.41 for the first \$5,000,000.00 plus \$4.00 for each \$1,000.00 or fraction thereof.	\$5,000,000.01 and over - \$27,614.41 for the first \$5,000,000.00 plus \$4.00 for each \$1,000.00 or fraction thereof.	
Mobile Home Licensing Fees (New)	Licensing for mobile homes is completed through the State of Arizona Department of Housing.	Licensing for mobile homes is completed through the State of Arizona Department of Housing.	
Administrative Function Fees			
Change on installation permit, per item	\$ 15.00	\$ 15.00	
Change name of license, per license	\$ 15.00	\$ 15.00	
Change license location, per license	\$ 15.00	\$ 15.00	
Change license telephone number, per license	\$ 15.00	\$ 15.00	
Add or delete branch location, per license	\$ 15.00	\$ 15.00	
Reinstate bond, per license	\$ 15.00	\$ 15.00	
Change status of license to inactive, per license	\$ 15.00	\$ 15.00	
Non sufficient funds (NSF) check/EFT handling fee	\$ 25.00	\$ 25.00	
All refunds are subject to a fee, per instance	\$ 59.00	\$ 59.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Photocopies (per page, black & white)	\$0.50	\$0.50	
Photocopies (per page, color)	\$1.00	\$1.00	
Electrical Permit Fees			
Issuance of each electrical permit - (\$30 plus, additional fee for each item indicated below to be constructed/installed)	\$ 30.00	\$ 30.00	
Issuance of each supplemental permit for which the original permit has not expired, been canceled, nor final	\$ 9.00	\$ 9.00	
System Fee Schedule	Do not include permit issuing fee	Do not include permit issuing fee	
Carnivals and Circuses, or other traveling shows or exhibitions utilizing transportable-type rides, booths, displays and attractions	\$ 210.00	\$ 210.00	
Unit Fee Schedule	Do not include permit issuing fee	Do not include permit issuing fee	
Receptacle, Switch and Light Outlets at which current is used or controlled, except services, feeders and meters: (Note For multi-outlet assemblies, each 5 foot or fraction thereof may be considered as one outlet)			
First 20 Fixtures, each	\$ 1.10	\$ 1.10	
Additional fixtures, each	\$ 0.73	\$ 0.73	
Lighting Fixtures, sockets or other lamp-holding devices:			
First 20 Fixtures, each	\$ 1.10	\$ 1.10	
Additional fixtures, each	\$ 0.73	\$ 0.73	
For pole or platform-mounted lighting fixture	\$ 1.10	\$ 1.10	
For theatrical-type lighting fixtures or assemblies, each	\$ 1.10	\$ 1.10	
Additional Circuits to existing Panels	\$ 5.00	\$ 5.00	
For fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter-mounted cooking tops; electric ranges; self-contained room, console or through-wall air conditioners; space heaters; food waste grinders; dishwashers; washing machines; water heaters; clothes dryers; or other motor-operated appliances not exceeding one horsepower (HP) in rating	\$4.75 each	\$4.75 each	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
For nonresidential appliances and self-contained factory-wired, nonresidential appliances not exceeding one horsepower (HP), kilowatt (kW) or kilovolt-ampere (kVA), in rating including medical and dental devices; food, beverage and ice cream cabinets; illuminated show cases, drinking fountains; vending machines, laundry machines; or other similar types of equipment	\$4.75 each	\$4.75 each	
For motors, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment and other apparatus, as follows: (Rating in horsepower (HP), kilowatts(kW), kilovolt-amperes (KVA), or kilovolt-amperes-reactive (kVAR)			
Up to and include 1, each	\$ 4.75	\$ 4.75	
Over 1 and not over 10, each	\$ 12.30	\$ 12.30	
Over 10 and not over 50, each	\$ 24.60	\$ 24.60	
Over 50 and not over 100, each	\$ 49.50	\$ 49.50	
Over 100, each	\$ 74.50	\$ 74.50	
For trolley and plug-in type busways, each 100 feet or fraction thereof	\$ 7.25	\$ 7.25	
For Services of 600 volts or less and not over 200 amperes in rating, each	\$ 30.50	\$ 30.50	
For Services of 600 volts or less and over 200 amperes to 1,000 amperes, each	\$ 62.15	\$ 62.15	
For Services over 600 volts and over 1,000 amperes in rating, each	\$ 124.30	\$ 124.30	
Electrical services of 400 amperes or larger shall require plans with an approved Arizona engineer's seal and shall be charged for a plan review fee	\$ 100.00	\$ 100.00	
For electrical apparatus, conduits and conductors for which no fee is herein set forth. (Note Fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs or other equipment.)	\$ 18.20	\$ 18.20	
Mechanical Permits Fees			
Issuance of Mechanical Permit - (\$30 plus, additional fee for each item indicated below to be constructed/installed)	\$ 30.00	\$ 30.00	
Issuance of each supplemental permit for which the original permit has not expired, been canceled, nor final	\$ 9.00	\$ 9.00	
Unit Fee Schedule	Do not include permit issuing fee	Do not include permit issuing fee	
Installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$ 14.80	\$ 14.80	
Installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance over 100,000 Btu/h	\$ 18.20	\$ 18.20	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Installation or relocation of each floor furnace, including vent	\$ 14.80	\$ 14.80	
Installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater	\$ 14.80	\$ 14.80	
Appliance Vents			
Installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	\$ 7.25	\$ 7.25	
Repairs or Additions			
For the repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling absorption or evaporative cooling system, including installation of controls regulated by the Mechanical Code.	\$ 13.70	\$ 13.70	
Installation or relocation of each boiler or compressor to and including three horsepower, or each absorption system to and including 100,000 Btu/h.	\$ 14.70	\$ 14.70	
Installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower, or each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	\$ 27.15	\$ 27.15	
Installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h	\$ 37.25	\$ 37.25	
Installation or relocation of each boiler or compressor over 30 horsepower, or each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$ 55.45	\$ 55.45	
Installation or relocation of each boiler or compressor over 50 horsepower, or each absorption system over 1,750,000 Btu/h	\$ 92.65	\$ 92.65	
Air Handlers			
For each air-handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto. (Note this fee does not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in the Mechanical Code.)	\$ 10.65	\$ 10.65	
For each air-handling unit over 10,000 cfm.	\$ 18.10	\$ 18.10	
Evaporative Coolers			
For each evaporative cooler other than portable type	\$ 10.65	\$ 10.65	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Air Conditioning			
Residential Single-Family (per unit, with or without ductwork including associated electrical work)	\$ 25.00	\$ 25.00	
Other Than Residential Single-Family (per unit, without duct work)	\$ 70.00	\$ 70.00	
Other Than Residential Single-Family (per unit with duct work)	\$ 115.00	\$ 115.00	
Incinerators			
For the installation or relocation of each residential-type incinerator.	\$ 18.20	\$ 18.20	
For the installation or relocation of each commercial or industrial-type incinerator.	\$ 14.50	\$ 14.50	
Miscellaneous			
For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the table	\$ 10.65	\$ 10.65	
Plumbing Permit Fees-Table 1-D Plumbing Permit Fees			
For the issuance of each plumbing permit	\$ 24.00	\$ 24.00	
For issuing each supplemental permit for which the original permit has not expired, been cancelled, or final	\$ 7.25	\$ 7.25	
Fixtures and Vents			
For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage piping and backflow protection thereof.	\$ 9.80	\$ 9.80	
For repair or alteration of drainage or vent piping, each fixture.....	\$ 4.75	\$ 4.75	
Sewers, Disposal Systems, and Interceptors			
For each building sewer and each trailer park sewer (including repairs).	\$ 24.65	\$ 24.65	
For each cesspool	\$ 37.25	\$ 37.25	
For each private sewage disposal system	\$ 74.50	\$ 74.50	
For each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps.	\$ 30.00	\$ 30.00	
Rainwater systems-per drain (inside building)	\$ 20.00	\$ 20.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Water Piping and Water Heaters			
For installation, alteration, or repair of water piping or water-treating equipment, or both, each.....	\$ 4.75	\$ 4.75	
For each water heater, including vent	\$ 12.30	\$ 12.30	
Gas Piping Systems			
For each gas piping system of one to five outlets.	\$ 6.15	\$ 6.15	
For each additional outlet over five, each.	\$ 1.10	\$ 1.10	
When plans are submitted for review.	\$ 35.00	\$ 35.00	
Gas service permits, to hook up to existing gas line	\$ 30.00	\$ 30.00	
Lawn Sprinklers, Vacuum Breakers, and Backflow Protection Devices for Other than Residential Landscape Irrigation Systems			
For each lawn sprinkler system on any one meter, including backflow protection devices therefore	\$ 14.80	\$ 14.80	
For atmospheric-type vacuum breakers or backflow protection devices 1 to 5 devices	\$ 12.30	\$ 12.30	
For atmospheric-type vacuum breakers or backflow protection devices over 5 devices	\$ 2.25	\$ 2.25	
For each backflow-protection device other than atmospheric- type vacuum breakers 2 inches and smaller	\$ 12.03	\$ 12.03	
For each backflow-protection device other than atmospheric- type vacuum breakers over 2 inches	\$ 24.65	\$ 24.65	
Miscellaneous			
For each appliance or piece of equipment regulated by the Plumbing Code but not classed in any other categories or for which no other fee is listed in code	\$ 9.80	\$ 9.80	
Inspection Charges			
Inspection outside of normal business hours (3 hr. minimum. Must be paid prior to re-inspection)	\$120 per hour	\$120 per hour	
Re inspection of failed work (1 hr. minimum. Must be paid prior to re inspection)	\$120 per hour	\$120 per hour	
Inspections or administrative services for which no fee is specifically indicated (1 hr. minimum. Must be paid prior to re inspection)	\$120 per hour	\$120 per hour	
Certificate of Occupancy - non-residential (fee is collected at the time of permit issuance)	\$60 per building	\$60 per building	
Certificate of Occupancy - non-residential tenant improvement (fee is collected at the time of permit issuance)	\$30 per non-residential tenant	\$30 per non-residential tenant	
Certificate of Occupancy - R-3 single-family (fee is collected at the time of permit issuance)	\$30 per building	\$30 per building	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Temporary, partial or conditional Certificate of Occupancy. Deposit shall be paid by the City prior to staff conducting the related inspection.	For each Temporary, partial or conditional Certificate of Occupancy requested, a refundable cash deposit shall be paid to the City of Eloy to assure compliance to code and ordinance requirements. The amount of the cash deposit or irrevocable letter of credit will be the same as the sum total of all permits issued to the project which includes foundation, building, electrical, mechanical and plumbing permit fees as specified in Eloy Code, or One thousand five hundred dollars (\$1,500.00), whichever is greater. A \$180.00 processing fee in addition to the deposit will be charge at the time the each certificate is applied for. Deposits will be refund generally within 30 days of the issuance of the Certificate of Occupancy.	For each Temporary, partial or conditional Certificate of Occupancy requested, a refundable cash deposit shall be paid to the City of Eloy to assure compliance to code and ordinance requirements. The amount of the cash deposit or irrevocable letter of credit will be the same as the sum total of all permits issued to the project which includes foundation, building, electrical, mechanical and plumbing permit fees as specified in Eloy Code, or One thousand five hundred dollars (\$1,500.00), whichever is greater. A \$180.00 processing fee in addition to the deposit will be charge at the time the each certificate is applied for. Deposits will be refund generally within 30 days of the issuance of the Certificate of Occupancy.	
Miscellaneous			
Replication of plans (when legally authorized)	\$ -	\$ -	
Annual renewal of Standard Residential Plans (per plan)	\$ -	\$ -	
Annual renewal of Standard Swimming Pool Plans (per plan)	\$ -	\$ -	
Written response to requests for building code or Building Safety Division policy issues	\$ 60.00	\$ 60.00	
Stamping of additional approved plans (after the two initially submitted sets)	\$ 60.00	\$ 60.00	
Fee for Annual Facilities Permit, per Section 105.1.1 of Eloy Building Code	\$ 1,200.00	\$ 1,200.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Recording documents for easements, right-of-way, etc.	Actual Cost	Actual Cost	
Request for Alternate Methods and Materials	\$ 120.00	\$ 120.00	
Community Services			
Community Program Fees:			
Pool Admission (17 & Under)	\$ 1.00	\$ 1.00	
Pool Admission (18 & Over)	\$ 1.50	\$ 1.50	
Summer Pool Pass (17 & Under)	\$ 15.00	\$ 15.00	
Summer Pool Pass (18 & Over)	\$ 25.00	\$ 25.00	
Summer Family Pool Pass (Up to 4 family members)	\$ 40.00	\$ 40.00	
Additional Family Pool Pass Member (after 4 members)	\$ 8.00	\$ 8.00	
Aquatics Classes - Resident	\$15.00 - \$25.00	\$15.00 - \$25.00	
Aquatics Classes - Non Resident	\$20.00 - \$30.00	\$20.00 - \$30.00	
Swimming Pool Full Facility Rental Fee (Friday and Saturdays, 6pm-8pm)	\$ 200.00	\$ 200.00	
Swimming Pool Full Facility Rental Fee (Friday and Saturdays, 6pm-8pm) - Non Resident	\$ 300.00	\$ 300.00	
Recreation Programs - Resident (Adult, Youth, Teen, and Senior Activities)	\$1.00 - \$25.00	\$1.00 - \$25.00	
Recreation Programs - Non Resident (Adult, Youth, Teen, and Senior Activities)	\$1.00 - \$35.00	\$1.00 - \$35.00	
After School Program monthly cost per child	\$ 25.00	\$ 25.00	
After School Program monthly cost per child - Non Resident	\$ 30.00	\$ 30.00	
School Break Camps weekly cost per child	\$ 15.00	\$ 15.00	
School Break Camps weekly cost per child - non resident	\$ 20.00	\$ 20.00	
Sports League cost per player for Residents for Basketball, Softball, Soccer, Flag Football	\$ 25.00	\$ 25.00	
Sports League cost per player for Non-Residents for Basketball, Softball, Soccer, Flag Football	\$ 35.00	\$ 35.00	
Sports Camp / Tournament Fee (City Sponsored) - Resident	\$5.00 - \$150.00	\$5.00 - \$150.00	
Sports Camp / Tournament Fee (City Sponsored) - Non Resident	\$10.00 - \$175.00	\$10.00 - \$175.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Father and Daughter Banquet cost per guest	\$ 20.00	\$ 20.00	
Father and Daughter Banquet cost per guest - Non Resident	\$ 30.00	\$ 30.00	
Troy Thomas Building Rental-Refundable Deposit	\$ 100.00	\$ 100.00	
Troy Thomas Building Rental - hourly rental rate (2 hour minimum)	\$ 50 per hour	\$ 50 per hour	
Troy Thomas Building Rental - hourly rental rate (2 hour minimum) - Non Resident	\$ 75 per hour	\$ 75 per hour	
Toltec Community Center Building Rental - Refundable Deposit	\$ 100.00	\$ 100.00	
Toltec Community Center Building Rental, hourly rental rate	\$ 25.00	\$ 25.00	
Toltec Community Center Building Rental, hourly rental rate - Non Resident	\$ 35.00	\$ 35.00	
Shumway Park Restroom Facilities Rental - Cleaning Refundable Deposit	\$ 25.00	\$ 25.00	
Jones Park Restroom Facilities Rental - Cleaning Refundable Deposit	\$ 25.00	\$ 25.00	
Trekell Park Ballfields Cleaning Deposit - Refundable	\$ 100.00	\$ 100.00	
Trekell Park Tournament Fee (Rental)	\$ 75.00	\$ 75.00	
Trekell Park Tournament Fee (Rental) - Non Resident	\$ 110.00	\$ 110.00	
Trekell Park Light usage fee, per hour	\$ 10.00	\$ 10.00	
Trekell Park Light usage fee, per hour - Non Resident	\$ 20.00	\$ 20.00	
Shumway Park Ballfields Cleaning Deposit - Refundable	\$ 100.00	\$ 100.00	
Shumway Park Tournament Fee (Rental)	\$ 75.00	\$ 75.00	
Shumway Park Tournament Fee (Rental) - Non Resident	\$ 100.00	\$ 100.00	
Shumway Park Light usage fee, per hour	\$ 10.00	\$ 10.00	
Shumway Park Light usage fee, per hour - Non Resident	\$ 20.00	\$ 20.00	
Jones Park Ballfields Cleaning Deposit - Refundable	\$ 100.00	\$ 100.00	
Jones Park Tournament Fee (Rental)	\$ 75.00	\$ 75.00	
Jones Park Tournament Fee (Rental) - Non Resident	\$ 100.00	\$ 100.00	



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Jones Park Light usage fee, per hour	\$ 10.00	\$ 10.00	
Jones Park Light usage fee, per hour - Non Resident	\$ 20.00	\$ 20.00	
Table and Chairs - Refundable Deposit	\$ 50.00	\$ 50.00	
Table Rental - per table	\$ 4.00	\$ 4.00	
Table Rental - per table - Non Resident	\$ 6.00	\$ 6.00	
Chair Rental - per chair	\$ 1.00	\$ 1.00	
Chair Rental - per chair - Non Resident	\$ 1.50	\$ 1.50	
Library			
Replacement Card	\$ 1.00	\$ 1.00	
Used Book - Hardcover	\$ 0.50	\$ 0.50	
Used Book - Paperback	\$ 0.25	\$ 0.25	
Used DVD	\$ 1.00	\$ 1.00	
Head Phones	\$ 2.00	\$ 2.00	
Assistance Faxing - First 5 pages free	\$ 0.25	\$ 0.25	
Non-Assistance Faxing - First 5 pages free	\$ 0.75	\$ 0.75	
Late Fee (Per Item / Per Day)	\$ 0.10	\$ 0.10	
Copies/Printing			
Black & white (per page)	\$ 0.50	\$ 0.50	
Color (per page)	\$ 1.00	\$ 1.00	
Airport			
T Hangar Wait List	\$ 20.00	\$ 20.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Cemetery			
Plots - Resident	\$ 840.00	\$ 840.00	
Plots - Non Resident	\$ 1,885.00	\$ 1,885.00	
Open/Closing Fee - Resident	\$ 840.00	\$ 840.00	
Open/Closing Fee - Non Resident	\$ 1,885.00	\$ 1,885.00	
Open/Closing Fee - 1st Companion	\$ 950.00	\$ 950.00	
Open/Closing Fee - 1st Companion - Non Resident	\$ 1,975.00	\$ 1,975.00	
Open/Closing Fee - 2nd Companion	\$ 525.00	\$ 525.00	
Open/Closing Fee - 2nd Companion - Non Resident	\$ 1,050.00	\$ 1,050.00	
Liner - Polyguard	\$ 735.00	\$ 735.00	
Liner - Polyguard - Non Resident	\$ 1,470.00	\$ 1,470.00	
Liner - Double	\$ 940.00	\$ 940.00	
Liner - Double - Non Resident	\$ 1,880.00	\$ 1,880.00	
Undersized Liner	\$ 420.00	\$ 420.00	
Undersized Liner Non Resident	\$ 840.00	\$ 840.00	
Oversized Liner	\$ 840.00	\$ 840.00	
Oversized Liner Non Resident	\$ 1,680.00	\$ 1,680.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Plot - Baby Fees (3 feet and under or 1 1/2 years old)	\$ 145.00	\$ 145.00	
Plot - Baby Fees (3 feet and under or 1 1/2 years old) - Non Resident	\$ 290.00	\$ 290.00	
Opening/Closing - Baby	\$ 320.00	\$ 320.00	
Opening/Closing - Baby - Non Resident	\$ 640.00	\$ 640.00	
Cremation - without service (Does not include awning & chairs)	\$ 145.00	\$ 145.00	
Cremation - without service (Does not include awning & chairs) - Non Resident	\$ 290.00	\$ 290.00	
Cremation - with service (Include awning & chairs)	\$ 175.00	\$ 175.00	
Cremation - with service (Include awning & chairs) - Non Resident	\$ 350.00	\$ 350.00	
Burial Service Fee Monday - Friday beginning at 1 pm or after	\$ 295.00	\$ 295.00	
Burial Service Fee Monday - Friday beginning at 1 pm or after - Non Resident	\$ 590.00	\$ 590.00	
Saturday Burial	\$ 420.00	\$ 420.00	
Saturday Burial - Non Resident	\$ 840.00	\$ 840.00	
Disinterment - Opening/Closing	\$ 840.00	\$ 840.00	
Disinterment - Opening/Closing - Non Resident	\$ 1,680.00	\$ 1,680.00	
Headstone Setting Fees			
Flat/Upright (max height 6 inches for flat and 5 feet high for upright)			
Foundation Size - 18" W TO 36"W	\$ 250.00	\$ 250.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Foundation Size - 18" W TO 36"W - Non Resident	\$ 500.00	\$ 500.00	
Foundation Size - 42" W TO 48"W	\$ 380.00	\$ 380.00	
Foundation Size - 42" W TO 48"W - Non Resident	\$ 760.00	\$ 760.00	
Any markers or headstones larger than 48"W are priced per square inch	\$ 1.70	\$ 1.70	
Any markers or headstones larger than 48"W are priced per square inch - Non Resident	\$ 3.40	\$ 3.40	
Miscellaneous Cemetery Service Fees			
Gluing per piece	\$ 40.00	\$ 40.00	
Gluing per piece - Non Resident	\$ 80.00	\$ 80.00	
Three or more pieces for gluing	\$ 80.00	\$ 80.00	
Three of more pieces for gluing - Non Resident	\$ 160.00	\$ 160.00	
Headstone Removal - single	\$ 80.00	\$ 80.00	
Headstone Removal - single - Non Resident	\$ 160.00	\$ 160.00	
Headstone Removal - double	\$ 160.00	\$ 160.00	
Headstone Removal - double - Non Resident	\$ 320.00	\$ 320.00	
Public Safety			
Police Reports			
Copy fee for Police Reports for first 25 pages	\$ 10.00	\$ 10.00	
Copy fee for Police Reports for pages exceeding 25	\$ 1.00	\$ 1.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Collison/Accident Reports	\$ 10.00	\$ 10.00	
Digital Photo (Per sheet)	\$ 10.00	\$ 10.00	
911 Recordings, per CD	\$ 25.00	\$ 25.00	
Audio/Video Interviews, per CD	\$ 25.00	\$ 25.00	
Body Worn Camera (BWC)- USB Flash Drive (Charged per hour for BWC video reviewed, to cover the reasonable cost of reviewing, transmitting, making a copy oft and, as necessary, redacting the video recording. Authorized per ARS 39-129 (victim, victim's attorney, and immediate family member if the victim is killed exempt from fee ARS 39-127)	\$46.00 per hour	\$46.00 per hour	
Dash Camera Videos, per USB Flash Drive	\$ 25.00	\$ 25.00	
Fingerprints (up to 3 cards and must provide own cards)	\$ 10.00	\$ 10.00	
Vehicle Impound Fee, ARS 28-3511	\$ 150.00	\$ 150.00	
Alarm Fees			
Residential Alarm	\$ 15.00	\$ 15.00	
Commercial Alarm	\$ 15.00	\$ 15.00	
Late Fee per Month on Outstanding Balance	\$ 10.00	\$ 10.00	
Late Fee by Percentage on of Outstanding Balance	10%	10%	
Reinstatement Fee	\$ 50.00	\$ 50.00	
Appeal Filing Fee (if appeal is successful appeal fee is refunded)	\$ 25.00	\$ 25.00	
Non sufficient funds (NSF) check/EFT handling fee	\$ 25.00	\$ 25.00	
False Alarm Registered (Depending on the number of false alarms)	\$50 - \$175	\$50 - \$175	
False Alarm Unregistered (Depending on the number of false alarms)	\$100 - \$275	\$100 - \$275	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Public Works			
Report Review			
Standard Report Review for first 4 hours of review	\$ 830.00	\$ 830.00	
Additional Cost per hour for review after 4 hours	\$ 110.00	\$ 110.00	
Sewer Master Plan Review up to 20 hours of review	\$ 3,050.00	\$ 3,050.00	
Additional Cost per hour for Sewer Master plan review after 20 hours	\$ 195.00	\$ 195.00	
2nd review fee for Sewer Master Plan	Include in above Fee	Include in above Fee	
Water Research Letter Request - per request	\$ 2,500.00	\$ 2,500.00	
Water Master Plan Base Fee	\$ 1,110.00	\$ 1,110.00	
Water Master Plan cost per sheet	\$ 165.00	\$ 165.00	
2nd review fee for Water Master Plan	Include in above Fee	Include in above Fee	
Improvement and Engineering Plan Review			
1st review per sheet	\$ 300.00	\$ 300.00	
2nd review per sheet	Include in above Fee	Include in above Fee	
Additional review by the hour	\$ 150.00	\$ 150.00	
Miscellaneous reviews by the hour	\$ 150.00	\$ 150.00	
Expedited reviews by the hour	Double Original Fee	Double Original Fee	
Landscape Review			
1st review per sheet	\$ 140.00	\$ 140.00	
2nd review per sheet	Include in above Fee	Include in above Fee	
3rd review per sheet	\$ 90.00	\$ 90.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Non-Subdivision			
Grading and Drainage per sheet	\$235 (includes one courtesy and one final inspection)	\$235 (includes one courtesy and one final inspection)	
Engineered Grading Plan, Single Sheet	\$235 (includes one courtesy and one final inspection)	\$235 (includes one courtesy and one final inspection)	
Additional Site Inspections	\$80 for each inspection	\$80 for each inspection	
Utility per sheet	\$ 90.00	\$ 90.00	
Inspection and Permit Fee			
Non-Utility	\$50 Base + 4% Construction Cost	\$50 Base + 4% Construction Cost	
Utility (Gas or Electric)	\$50 Base + \$.12 per LF	\$50 Base + \$.12 per LF	
Blanket Utility	4% Construction Cost	4% Construction Cost	
Work without Permit	3 times Application Fee	3 times Application Fee	
Reinspection by the hour	\$ 110.00	\$ 110.00	
Public Works Engineering Review and Inspection Fees			
Final Design Report Review (Drainage, Water, Wastewater)	\$235 (includes one courtesy and one final inspection)	\$235 (includes one courtesy and one final inspection)	
Traffic Impact Analysis Report	\$235 (includes one courtesy and one final inspection)	\$235 (includes one courtesy and one final inspection)	
Per Civil Plan Sheet	\$235 (includes one courtesy and one final inspection)	\$235 (includes one courtesy and one final inspection)	
ADEQ Approval to Construct/Authorization to Discharge Sewer Collection System (E 20A)	\$ 165.00	\$ 165.00	
ADEQ Authorization to Discharge Sewer Collection System (E 20B)	\$ 165.00	\$ 165.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
ADEQ Approval to Construct/Approval of Construction Public Water System (E 21A)	\$ 165.00	\$ 165.00	
ADEQ Approval of Construction Public Water System (E 21B)	\$ 165.00	\$ 165.00	
Sanitation (Trash)			
Residential Rates (Monthly) Rates			
Once a week pick-up for trash and recycling, including monthly bulk waste collection (96 Gallon Container)	\$ 20.67	\$ 30.04	The increase is due to the new hauling contract with Waste Management with rates increasing July 1, 2025 per the contract. The \$30.04 includes charges of \$19.50 for once-a-week trash/recycling pickup and \$.069 for monthly bulk trash pick-up for a hauling contract total of \$20.19, plus a \$9.85 administrative charge.
RAD Fuel Adjustment Fee (this is added to residential and commercial rates and is determined from the trash hauler)	28.17%	-	The new contract does not cover fuel adjustment fees but instead moves to an annual CPI adjustment. Remove this section from fee schedule
Annual Adjustments to Charges - Rates shall be adjusted by a percentage amount derived by multiplying the then-current Rates by one hundred percent (100%) of the percentage increase of the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the December 31 to December 31 period of the year immediately prior to the adjustment date, and the December 31 to December 31 period of the year before. Provided that adequate supporting information has been submitted by Company, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section. CPI not to exceed 5% or below 2% on an annual basis.		Rates and Fees will adjust according to Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U")	This section was added per the hauling contract, stating that the Consumer Price Index will increase rates and fees by 2% to 5% annually.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Single Family extra container	\$ 5.00	\$ 7.75	The increase is due to the new hauling contract with Waste Management with rates increasing July 1, 2025 per the contract. This charge reflects the charge from the new hauling contract and a \$2.50 administrative fee.
New residential account setup administrative fee	\$ 20.00	\$ 25.00	The increase is due to the new hauling contract with Waste Management, with rates increasing on July 1, 2025, per the contract.
Delinquent accounts			
Based on a % of the outstanding balance minimum \$0.50 per month	1.50%	1.50%	
Other Service Charges:			
Deposit	\$ 55.00	\$ 60.00	Increased \$5.00 to cover 2 months of residential sanitation charges.
Lock Bar/Wheel	\$ -	\$ 11.00	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Box Liners	\$ -	\$ 86.63	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Overage	\$ -	\$ 60.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Non-Collection Day Solid Waste or Recycling Cart Collection (Per Occurrence)	\$ -	\$ 13.86	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Replacement Cart Charge (Not ordinary wear and tear or contractor damage)	\$ -	\$ 27.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Recycling Contamination Charge (per event) Up to three violations with a calendar year before fees are assessed. Not to exceed \$20.00 monthly.	\$ -	\$ 5.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Overage Charge (per event) Up to three violations with a calendar year before fees are assessed. Not to exceed \$20.00 monthly.	\$ -	\$ 5.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Additional Bulk Waste Collection (Per Occurrence and Item)	\$ 75.00	\$ 60.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Solid Waste Collection for Commercial Services - Monthly Non-Residential			
96 Gallon - Once a week pick-up	\$ -	\$ 25.73	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Solid Waste Collection for City Facilities - Monthly Non-Residential			
96 Gallon - Once a week pick-up	\$ -	\$ 20.35	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
96 Gallon - Twice a week pick-up	\$ -	\$ 30.85	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
96 Gallon - Three times a week pick-up	\$ -	\$ 41.35	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Commercial Front-Load Containers for City Facilities			
One Pick-Up per Week			
2 - Cubic Yard	\$ 56.00	\$ 74.62	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ 63.00	\$ 82.24	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 72.00	\$ 92.40	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ 88.00	\$ 111.45	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 113.00	\$ 140.66	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Two Pick-Ups per Week			
2 - Cubic Yard	\$ 83.00	\$ 105.10	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ 112.00	\$ 139.39	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 132.00	\$ 162.25	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ 154.00	\$ 187.65	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 204.00	\$ 244.80	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 204.16	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ -	\$ 227.02	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ -	\$ 257.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ -	\$ 314.65	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ -	\$ 402.28	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Commercial Front-Load Containers for Commercial Services			
One Pick-Up per Week			
2 - Cubic Yard	\$ 56.00	\$ 74.64	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ 63.00	\$ 82.21	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 72.00	\$ 92.47	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ 88.00	\$ 111.43	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 113.00	\$ 140.79	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Two Pick-Ups per Week			
2 - Cubic Yard	\$ 83.00	\$ 139.40	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ 112.00	\$ 154.56	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 132.00	\$ 175.08	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ 154.00	\$ 213.01	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 204.00	\$ 271.73	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 204.18	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
3 - Cubic Yard	\$ -	\$ 226.91	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ -	\$ 257.70	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ -	\$ 314.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ -	\$ 402.67	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Recycling Services for Commercial and City Facilities - Monthly Non-Residential			
96 Gallon - Once a week pick-up		\$ 9.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
96 Gallon - Twice a week pick-up		\$ 18.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
96 Gallon - Three times a week pick-up		\$ 27.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
Recycling Services for Commercial and City Services - Front-Load Recycle Containers			
One Pick-Up per Week			
2 - Cubic Yard	\$ -	\$ 43.30	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard	\$ -	\$ 64.95	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
4 - Cubic Yard	\$ -	\$ 86.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard	\$ -	\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard	\$ -	\$ 173.20	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
Two Pick-Ups per Week			
2 - Cubic Yard		\$ 86.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard		\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
4 - Cubic Yard		\$ 173.20	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard		\$ 259.80	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard		\$ 346.40	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard	\$ -	\$ 194.85	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
4 - Cubic Yard	\$ -	\$ 259.80	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard	\$ -	\$ 389.70	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard	\$ -	\$ 519.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
Recycling Services at Neighborhood Drop-Off			
8-Cubic Yard - Once a week pick-up		\$ 190.52	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
8-Cubic Yard - Twice a week pick-up		\$ 381.04	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
8-Cubic Yard - Three times a week pick-up		\$ 571.56	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Roll-Off User Fees:			
Rental Charge - Per Month			
10 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
30 - Cubic Yard Container	\$ -	\$ 258.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ -	\$ 269.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Delivery Charge - One Time Charge			
10 - Cubic Yard Container	\$ -	\$ 82.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 82.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
20 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Collection Charge - 30 Day Inactivity Charge			
10 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ 215.00	\$ 247.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
15 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ 215.00	\$ 247.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ 215.00	\$ 258.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ 215.00	\$ 269.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Disposal Charge - Per Ton			
10 - Cubic Yard Container	\$ -	\$ 38.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 38.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
40 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Commercial Hauling Rate			
Rate per ton	\$ 45.00	\$ 38.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Roll-Off Compactor Pull:			
Roll-Off Compactor Pull	\$ 294.00	\$ 269.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Privately Owned Roll-Off User Fee:			
All privately owned roll-offs shall be charged pickup rate plus current fees	\$ 215.00	\$ -	New contract does not have rate
Charge for Delay when Pick-Up or Delivery of Roll-Offs (Per half hour of delay)			
Charge for Delay when picking-up or delivery of a Roll-Off	\$ 215.00	\$ -	New contract does not have rate
Landfill Rates			
Residences of the City of Eloy (must show utility bill and driver license)			
0 - 1,000 lbs.	\$ 10.00	\$ 10.00	
1,001-,1,500 lbs.	\$ 20.00	\$ 20.00	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
1,501-2,000 lbs.	\$ 30.00	\$ 30.00	
Each additional 2,000 lbs.	\$ 40.00	\$ 40.00	
Any Customer located within Pinal County			
0 - 1,000 lbs.	\$ 20.00	\$ 20.00	
1,001-,1,500 lbs.	\$ 50.00	\$ 50.00	
1,501-2,000 lbs.	\$ 60.00	\$ 60.00	
Each additional 2,000 lbs.	\$ 75.00	\$ 75.00	
Untarped loads (per load)	\$ 15.00	\$ 15.00	
Wastewater			
Monthly Service Charge			
Single Family Dwelling	\$ 38.68	\$ 40.23	Fees follow Resolution 22-1528 with changes happening annually on Nov. 1st
Commercial and Multi family			
Meter Size:			
3/4"	\$ 38.68	\$ 40.23	Fees follow Resolution 22-1528 with changes happening annually on Nov. 1st
1"	\$ 66.46	\$ 69.12	
1 1/2"	\$ 134.30	\$ 139.67	
2"	\$ 214.97	\$ 223.57	
3"	\$ 403.34	\$ 419.47	
4"	\$ 806.66	\$ 838.92	
6"	\$ 1,613.33	\$ 1,677.83	
8"	\$ 3,226.66	\$ 3,355.66	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Commercial Wastewater Usage Charges (Based on Water Usage)			
0,000 - 10,000 gallons	\$ 4.02	\$ 4.18	Fees follow Resolution 22-1528 with changes happening annually on Nov. 1st
10,001 - 20,000 gallons	\$ 5.04	\$ 5.24	
20,001 gallons and over	\$ 6.29	\$ 6.55	
Delinquent accounts			
Based on a % of the outstanding balance minimum \$0.50 per month	1.50%	1.50%	
Other Service Charges:			
Deposit	\$ 80.00	\$ 80.00	
Wastewater Capacity Fee Charge:			
3/4"	\$ 1,232.00	\$ 1,232.00	
1"	\$ 1,816.00	\$ 1,816.00	
1 1/2"	\$ 3,257.00	\$ 3,257.00	
2"	\$ 4,933.00	\$ 4,933.00	
3"	\$ 9,587.00	\$ 9,587.00	
4"	\$ 12,781.00	\$ 12,781.00	
6"	\$ 19,172.00	\$ 19,172.00	
8"	\$ 25,563.00	\$ 25,563.00	
Water			
Customer/Minimum Charges per Month:			
Meter Size:			
3/4"	\$ 20.69	\$ 21.52	
1"	\$ 31.04	\$ 32.28	
1 1/2"	\$ 62.06	\$ 64.54	



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
2"	\$ 103.44	\$ 107.58	Fees follow Resolution 22-1529 with changes happening annually on Nov. 1st
3"	\$ 206.91	\$ 215.19	
4"	\$ 413.83	\$ 430.38	
6"	\$ 867.06	\$ 901.75	
8"	\$ 1,734.12	\$ 1,803.50	
Usage Charges, Water (All Customers bill per thousand gallons):			
0,000 - 10,000 gallons	\$ 3.31	\$ 3.44	Fees follow Resolution 22-1529 with changes happening annually on Nov. 1st
10,001 - 20,000 gallons	\$ 4.14	\$ 4.31	
20,001 gallons and over	\$ 5.17	\$ 5.38	
Out-of-Town Water Usage:			
Any customer that receives water that is out of the City Limits will be charged double the amount of the monthly meter fee and charges for water consumption.	Double Rate of base and water consumption rate	Double Rate of base and water consumption rate	
Delinquent accounts			
Based on a % of the outstanding balance minimum \$0.50 per month	1.50%	1.50%	
Hydrant Meter Fees			
Deposit for Hydrant	\$ 350.00	\$ 350.00	
Turn on Fee for Hydrant	\$ 25.00	\$ 25.00	
Monthly Charges for Hydrant use			
3 inch meter base charge	\$ 191.30	\$ 215.19	Fees follow Resolution 22-1529 with changes happening annually on Nov. 1st.
Usage Charges for Hydrant (All Customers bill per thousand gallons):			
0,000 - 10,000 gallons	\$ 3.31	\$ 3.44	Fees follow Resolution 22-1529 with changes happening annually on Nov. 1st
10,001 - 20,000 gallons	\$ 4.14	\$ 4.31	
20,001 gallons and over	\$ 5.17	\$ 5.38	
Other Service Charges:			



City of Eloy

FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Deposit	\$ 110.00	\$ 110.00	
Meter Test	\$ 30.00	\$ 30.00	
NSF Check/EFT (R14 2 409)	\$ 30.00	\$ 30.00	
Turn-On Fee during business hours (8am-5pm)	\$ 30.00	\$ 30.00	
Turn-Off Fee during business hours (8am-5pm)	\$ 30.00	\$ 30.00	
After hours Turn-on or on a holiday	\$ 80.00	\$ 80.00	
After hours Turn-off or on a holiday	\$ 80.00	\$ 80.00	
Delinquent Charge (For customers receiving a disconnect notice)	\$ 10.00	\$ 10.00	
Water Capacity Fee Charge:			
3/4"	\$ 1,184.00	\$ 1,184.00	
1"	\$ 1,816.00	\$ 1,816.00	
1 1/2"	\$ 3,390.00	\$ 3,390.00	
2"	\$ 5,344.00	\$ 5,344.00	
3"	\$ 10,385.00	\$ 10,385.00	
4"	\$ 13,847.00	\$ 13,847.00	
6"	\$ 20,770.00	\$ 20,770.00	
8"	\$ 27,693.00	\$ 27,693.00	
Water Meter Charges			
3/4"	\$ 550.00	\$ 550.00	
1"	\$ 600.00	\$ 600.00	
1 1/2"	\$ 800.00	\$ 800.00	
2"	\$ 1,200.00	\$ 1,200.00	
3"	\$ 2,350.00	\$ 2,350.00	
4"	\$ 3,250.00	\$ 3,250.00	
6"	\$ 4,000.00	\$ 4,000.00	
8"	\$ 6,000.00	\$ 6,000.00	



City of Eloy
FY 2025 - 2026 Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Water Tap Installation Fees			
3/4"	\$ 400.00	\$ 400.00	
1"	\$ 500.00	\$ 500.00	
1 1/2"	\$ 600.00	\$ 600.00	
2"	\$ 1,200.00	\$ 1,200.00	
3"	\$ 1,500.00	\$ 1,500.00	
4"	\$ 1,600.00	\$ 1,600.00	
6"	\$ 1,800.00	\$ 1,800.00	
8"	\$ 2,000.00	\$ 2,000.00	

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.C.**

Date: **6/23/2025**

Date submitted:
06/11/2025

Action: Resolution

Subject: Adoption of Resolution No. 25-1619 Amending Resolution No. 15-1353 implementing new sanitation rates, rate components, and fees, and increasing charges for the City of Eloy Sanitation System with an effective date of August 1, 2025.

Date requested:
6/23/2025

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Staff recommends that the Mayor and City Council adopt Resolution No. 25-1619, amending Resolution No. 15-1353, to approve the implementation of new sanitation rates, rate components, and fees, and increasing charges for the City of Eloy Sanitation System with an effective date of August 1, 2025.

DISCUSSION:

On March 24, 2025, the City Council approved a service contract with Waste Management to provide residential curbside and city facilities solid waste, recycling, bulk, commercial collection, and optional green waste collection and disposal services. This new contract went into effect June 1, 2025; however, billing rates and fees changes could not be implemented until proper notice was given.

Per A.R.S. § 9-499.15, a city or town that chooses to levy or assess any new or increased taxes or fees must post written notice of the proposed change on the home page of the municipality's website at least sixty (60) days before the date the tax or fee is considered for approval by the council.

To meet this requirement, the Finance Department posted the notice of intent on the City's webpage in the Finance section on April 4th and a second notice on June 4th. The Finance Department then prepared a written report indicating all the rates and fees, along with justifications for any changes. This report can be found under the Finance home page in the budget and financial documents section.

Below is the timeline meeting the requirements:

- **April 4, 2025** – Published Notice of Intent to increase Sanitation System rates and fees.

- **June 4, 2025** – Published Second Notice of Intent to increase Sanitation System rates and fees
- **June 23, 2025** – Adopt Resolution No. 25-1619 for new rates and fees for the Sanitation System.
- **August 1, 2025** – New rates and fees are implemented for the Sanitation System.

The new Sanitation rates and fees will become effective 30 days after the resolution is adopted, and the changes are anticipated to be reflected in the August billing.

The Public Works Director concurs with the rates and fees.

FISCAL IMPACT:

There is no fiscal impact in FY 24-25. However, effective August 1, 2025, residential sanitation monthly billing will increase by \$4.31 from \$25.73 to \$30.04. Commercial rates will increase depending on the size and number of times the container is picked up per week. These rate and fee changes will affect the FY 2025-2026 budget.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO. 25-1619

A RESOLUTION OF THE CITY COUNCIL OF ELOY, ARIZONA, AMENDING RESOLUTION NO. 15-1353 IMPLEMENTING NEW SANITATION RATES, RATE COMPONENTS AND FEES, AND INCREASING CHARGES FOR THE CITY OF ELOY SANITATION SYSTEM.

WHEREAS, the City of Eloy is required by A.R.S. § 49-741 to provide or contract for public facilities as such intervals and as conveniently as the governing board deems necessary for the safe and sanitary disposal of solid waste generated within its jurisdiction;

WHEREAS, after a competitive Request for Proposal process, the City Council awarded Waste Management the contract for solid waste collection and disposal to meet the City's statutory obligation(s);

WHEREAS, the City of Eloy is responsible for providing a municipal sanitation department, and said department must obtain, through the application of rate schedules, an amount of revenue at least equal to the cost of providing contract sanitation services to its customers;

WHEREAS, the cost consists of the amount required for operation and maintenance, expense, renewals, contracts for service, and replacements of properties and payments of principal and interest on indebtedness, if any; and

WHEREAS, because the Waste Management contract for solid waste collection and disposal (and increased costs associated therewith) is effective as of June 1, 2025, in order to ensure adequate revenue for the continuity of safe and proper operation of the municipal sanitation department, it is necessary to implement these new sanitation rates, rate components and fees to be in effect at the time the first bills are issued on or after August 1, 2025.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Eloy, Arizona as follows:

Section 1. Residential units shall have refuse collection once per week and recycling service once per week for a monthly rate of:

Residential Container	\$30.04
Additional Residential Trash Container	\$ 7.75
New Residential Account Setup Fee	\$25.00
Replacement Cart Charge	\$27.50
Additional Bulk Waste (per occurrence and item)	\$60.50

Section 2. Solid Waste Collection for City Facilities – Non-Residential:

Container Size	1 Pick-Up per Week	2 Pick-Ups per Week	3 Pick-Ups Per Week
96-Gallon	\$ 20.35	\$ 30.85	\$ 41.35
2-Yard	\$ 74.62	\$105.10	\$204.16
3-Yard	\$ 82.24	\$139.39	\$227.02
4-Yard	\$ 92.40	\$162.25	\$257.50
6-Yard	\$111.45	\$187.65	\$314.65
8-Yard	\$140.66	\$244.80	\$402.28

Section 3. Solid Waste Collection for Commercial Services – Non-Residential

Container Size	1 Pick-Up per Week	2 Pick-Ups per Week	3 Pick-Ups Per Week
96-Gallon	\$ 25.73	-	-
2-Yard	\$ 74.64	\$139.40	\$204.18
3-Yard	\$ 82.21	\$154.56	\$226.91
4-Yard	\$ 92.47	\$175.08	\$257.70
6-Yard	\$111.43	\$213.01	\$314.60
8-Yard	\$140.79	\$271.73	\$402.67

Section 4. Recycling Services for Commercial and City Facilities – Non-Residential:

Container Size	1 Pick-Up per Week	2 Pick-Ups per Week	3 Pick-Ups Per Week
96-Gallon	\$ 9.00	\$ 18.00	\$ 27.00
2-Yard	\$ 43.30	\$ 86.60	\$129.90
3-Yard	\$ 64.95	\$129.90	\$194.85
4-Yard	\$ 86.60	\$173.20	\$259.80
6-Yard	\$129.90	\$259.80	\$389.70
8-Yard	\$173.20	\$346.40	\$519.60

Section 5. Roll-Off User Fee Schedule

Size of Container	Rental Fee (Per Month)	Delivery Fee (One-Time)	Disposal Fee (Per Ton)
10-CY	\$247.50	\$82.50	\$38.50
12-CY	\$247.50	\$82.50	\$38.50
15-CY	\$247.50	\$82.50	\$38.50
20-CY	\$247.50	\$82.50	\$38.50
30-CY	\$258.50	\$82.50	\$38.50
40-CY	\$269.50	\$82.50	\$38.50

Section 6. Annual Adjustment to Charges:

Commencing on the date which is one (1) year after the Commencement Date, and on the same date annually thereafter (the "Adjustment Date"), the Rates shall be adjusted by a percentage amount derived by multiplying the then-current Rates by one hundred percent (100%) of the percentage increase of the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the December 31 to December 31 period of the year immediately prior to the adjustment date, and the December 31 to December 31 period of the year before. Provided that adequate supporting information has been submitted by Company, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section. CPI not to exceed 5% or below 2% on an annual basis.

Section 7. The above charges shall take effect on August 1, 2025.

Section 8. All prior resolutions on charges for the City of Eloy sanitation system are hereby repealed.

**PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF
THE CITY OF ELOY, ARIZONA** on this 23rd day of June, 2025.

CITY OF ELOY

Andrew Sutton, Mayor

ATTEST:

APPROVED AS TO FORM

Celine Kidwell, City Clerk

Stephen Cooper, City Attorney

City of Eloy

Sanitation Consolidated Rate and Fee Schedule



595 North C Street
Suite 103
Eloy, AZ 85131
Phone - 520-466-9201
Fax - 520-466-3760

City of Eloy, Arizona
2025-2026 Sanitation Consolidated Rate and Fee Schedule
Effective August 1, 2025

The Sanitation rate and fee schedule for the City of Eloy, which will be enacted on August 1, 2025, shall be as follows, subject to administration fees/charges and outside costs where applicable.

ADMINISTRATION FEES/CHARGES: An administration fee/charge of \$9.85 will be assessed for all residential and commercial trash services. An administrative fee/charge of 10% will be assessed for all other service charges, including roll-off services.

OUTSIDE COSTS: Outside costs are generally all costs of services and materials billed to the City and shall include, but are not limited to, costs of publication and posting, attorney fees, filing fees, reproduction costs, and outside engineering, surveying, and consulting services.

DEPOSITS: No interest shall accrue to any deposit.

REFUNDS: All refunds of \$5.00 or more will be issued by check to the City's last known address for the person entitled to the refund. No refunds under \$5.00 will be issued unless the person entitled to the refund affirmatively requests such a refund. If no such request is made within 30 days, the amount below \$5.00 shall be deemed donated to the City.

Each year, Eloy's City Council will adopt the Consolidated Rate and Fee Schedule to make it more convenient for citizens to find information concerning fees. This step will happen during the development of the annual budget process.

This report shows rates and fees for the following departments:

➤ Sanitation	<u>Page</u>
• Residential Rates	3
• Other Service Charges	4 - 5
• Solid Waste Collection – Commercial Services	5 – 16
• Roll-Off	16 – 21
• Landfill Rates	22



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Sanitation (Trash)			
Residential Rates (Monthly) Rates			
Once a week pick-up for trash and recycling, including monthly bulk waste collection (96 Gallon Container)	\$ 20.67	\$ 30.04	The increase is due to the new hauling contract with Waste Management with rates increasing July 1, 2025 per the contract. The \$30.04 includes charges of \$19.50 for once-a-week trash/recycling pickup and \$.069 for monthly bulk trash pick-up for a hauling contract total of \$20.19, plus a \$9.85 administrative charge.
RAD Fuel Adjustment Fee (this is added to residential and commercial rates and is determined from the trash hauler)	28.17%	-	The new contract does not cover fuel adjustment fees but instead moves to an annual CPI adjustment. Remove this section from fee schedule
Annual Adjustments to Charges - Rates shall be adjusted by a percentage amount derived by multiplying the then-current Rates by one hundred percent (100%) of the percentage increase of the Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U"). The CPI-U adjustment will be calculated using the change in the 12-month annual average of monthly CPI-U index values between the December 31 to December 31 period of the year immediately prior to the adjustment date, and the December 31 to December 31 period of the year before. Provided that adequate supporting information has been submitted by Company, the annual adjustment to Rates shall be deemed approved and shall take effect as outlined in this section. CPI not to exceed 5% or below 2% on an annual basis.		Rates and Fees will adjust according to Consumer Price Index, series CUUR0000SEHG CPI-U Water and Sewer and Trash Collection Services, US City Average, not seasonally adjusted, as published by the United States Department of Labor, Bureau of Labor Statistics ("CPI-U")	This section was added per the hauling contract, stating that the Consumer Price Index will increase rates and fees by 2% to 5% annually.
Single Family extra container	\$ 5.00	\$ 7.75	The increase is due to the new hauling contract with Waste Management with rates increasing July 1, 2025 per the contract. This charge reflects the charge from the new hauling contract and a \$2.50 administrative fee.
New residential account setup administrative fee	\$ 20.00	\$ 25.00	The increase is due to the new hauling contract with Waste Management, with rates increasing on July 1, 2025, per the contract.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Delinquent accounts			
Based on a % of the outstanding balance minimum \$0.50 per month	1.50%	1.50%	
Other Service Charges:			
Deposit	\$ 55.00	\$ 60.00	Increased \$5.00 to cover 2 months of residential sanitation charges.
Lock Bar/Wheel	\$ -	\$ 11.00	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Box Liners	\$ -	\$ 86.63	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Overage	\$ -	\$ 60.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Non-Collection Day Solid Waste or Recycling Cart Collection (Per Occurrence)	\$ -	\$ 13.86	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Replacement Cart Charge (Not ordinary wear and tear or contractor damage)	\$ -	\$ 27.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



City of Eloy
FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Recycling Contamination Charge (per event) Up to three violations with a calendar year before fees are assessed. Not to exceed \$20.00 monthly.	\$ -	\$ 5.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Overage Charge (per event) Up to three violations with a calendar year before fees are assessed. Not to exceed \$20.00 monthly.	\$ -	\$ 5.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Additional Bulk Waste Collection (Per Occurrence and Item)	\$ 75.00	\$ 60.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Solid Waste Collection for Commercial Services - Monthly Non-Residential			
96 Gallon - Once a week pick-up	\$ -	\$ 25.73	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Solid Waste Collection for City Facilities - Monthly Non-Residential			
96 Gallon - Once a week pick-up	\$ -	\$ 20.35	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
96 Gallon - Twice a week pick-up	\$ -	\$ 30.85	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
96 Gallon - Three times a week pick-up	\$ -	\$ 41.35	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Commercial Front-Load Containers for City Facilities			
One Pick-Up per Week			
2 - Cubic Yard	\$ 56.00	\$ 74.62	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ 63.00	\$ 82.24	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
4 - Cubic Yard	\$ 72.00	\$ 92.40	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
6 - Cubic Yard	\$ 88.00	\$ 111.45	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 113.00	\$ 140.66	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Two Pick-Ups per Week			
2 - Cubic Yard	\$ 83.00	\$ 105.10	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ 112.00	\$ 139.39	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 132.00	\$ 162.25	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
6 - Cubic Yard	\$ 154.00	\$ 187.65	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 204.00	\$ 244.80	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 204.16	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ -	\$ 227.02	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ -	\$ 257.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
6 - Cubic Yard	\$ -	\$ 314.65	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ -	\$ 402.28	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Commercial Front-Load Containers for Commercial Services			
One Pick-Up per Week			
2 - Cubic Yard	\$ 56.00	\$ 74.64	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ 63.00	\$ 82.21	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 72.00	\$ 92.47	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
6 - Cubic Yard	\$ 88.00	\$ 111.43	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 113.00	\$ 140.79	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Two Pick-Ups per Week			
2 - Cubic Yard	\$ 83.00	\$ 139.40	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ 112.00	\$ 154.56	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ 132.00	\$ 175.08	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
6 - Cubic Yard	\$ 154.00	\$ 213.01	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ 204.00	\$ 271.73	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 204.18	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
3 - Cubic Yard	\$ -	\$ 226.91	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
4 - Cubic Yard	\$ -	\$ 257.70	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.



City of Eloy
FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
6 - Cubic Yard	\$ -	\$ 314.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
8 - Cubic Yard	\$ -	\$ 402.67	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a \$9.85 administrative charge.
Recycling Services for Commercial and City Facilities - Monthly Non-Residential			
96 Gallon - Once a week pick-up		\$ 9.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
96 Gallon - Twice a week pick-up		\$ 18.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
96 Gallon - Three times a week pick-up		\$ 27.00	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy

FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Recycling Services for Commercial and City Services - Front-Load Recycle Containers			
One Pick-Up per Week			
2 - Cubic Yard	\$ -	\$ 43.30	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard	\$ -	\$ 64.95	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
4 - Cubic Yard	\$ -	\$ 86.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard	\$ -	\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard	\$ -	\$ 173.20	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



City of Eloy
FY 2025 - 2026 Sanitation Consolidated Rate and Fee Schedule



Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Two Pick-Ups per Week			
2 - Cubic Yard		\$ 86.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard		\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
4 - Cubic Yard		\$ 173.20	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard		\$ 259.80	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard		\$ 346.40	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Three Pick-Ups per Week			
2 - Cubic Yard	\$ -	\$ 129.90	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
3 - Cubic Yard	\$ -	\$ 194.85	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
4 - Cubic Yard	\$ -	\$ 259.80	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
6 - Cubic Yard	\$ -	\$ 389.70	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.
8 - Cubic Yard	\$ -	\$ 519.60	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is for recycling services for commercial and city facilities only.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Recycling Services at Neighborhood Drop-Off			
8-Cubic Yard - Once a week pick-up		\$ 190.52	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
8-Cubic Yard - Twice a week pick-up		\$ 381.04	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
8-Cubic Yard - Three times a week pick-up		\$ 571.56	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Roll-Off User Fees:			
Rental Charge - Per Month			
10 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
15 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ -	\$ 258.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ -	\$ 269.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Delivery Charge - One Time Charge			
10 - Cubic Yard Container	\$ -	\$ 82.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
12 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 82.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ 52.00	\$ 82.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Collection Charge - 30 Day Inactivity Charge			
10 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ 215.00	\$ 247.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 247.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ 215.00	\$ 247.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
30 - Cubic Yard Container	\$ 215.00	\$ 258.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
40 - Cubic Yard Container	\$ 215.00	\$ 269.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Disposal Charge - Per Ton			
10 - Cubic Yard Container	\$ -	\$ 38.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
12 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
15 - Cubic Yard Container	\$ -	\$ 38.50	This new charge is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
20 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
30 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
40 - Cubic Yard Container	\$ 32.00	\$ 38.50	The increase is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Commercial Hauling Rate			
Rate per ton	\$ 45.00	\$ 38.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Roll-Off Compactor Pull:			
Roll-Off Compactor Pull	\$ 294.00	\$ 269.50	The decrease is due to the new hauling contract with Waste Management, which will begin on June 1st. However, rates will change after July 1, 2025. The new rate is due to charges from the hauler plus a 10% administrative charge.
Privately Owned Roll-Off User Fee:			
All privately owned roll-offs shall be charged pickup rate plus current fees	\$ 215.00	\$ -	New contract does not have rate
Charge for Delay when Pick-Up or Delivery of Roll-Offs (Per half hour of delay)			
Charge for Delay when picking-up or delivery of a Roll-Off	\$ 215.00	-	New contract does not have rate



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Rate and Fee Descriptions	FY 2024-2025 Rates and Fees	FY 2025-2026 Rates and Fees	Justification for Change
Landfill Rates			
Residences of the City of Eloy (must show utility bill and driver license)			
0 - 1,000 lbs.	\$ 10.00	\$ 10.00	
1,001-, 1,500 lbs.	\$ 20.00	\$ 20.00	
1,501-2,000 lbs.	\$ 30.00	\$ 30.00	
Each additional 2,000 lbs.	\$ 40.00	\$ 40.00	
Any Customer located within Pinal County			
0 - 1,000 lbs.	\$ 20.00	\$ 20.00	
1,001-, 1,500 lbs.	\$ 50.00	\$ 50.00	
1,501-2,000 lbs.	\$ 60.00	\$ 60.00	
Each additional 2,000 lbs.	\$ 75.00	\$ 75.00	
Untarped loads (per load)	\$ 15.00	\$ 15.00	