



**PUBLIC NOTICE  
THE ELOY CITY COUNCIL  
Meets  
MONDAY, OCTOBER 27, 2025  
6:00 PM  
ELOY CITY COUNCIL CHAMBERS  
595 NORTH C STREET  
ELOY, ARIZONA 85131  
For a  
REGULAR MEETING**

**AGENDA**

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

Those wishing to **ADDRESS THE CITY COUNCIL** may do so by signing in on a form provided by the City Clerk, identifying the topic(s) or agenda item(s). **ACTION** taken as a result of public comment regarding non agenda items will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date.  
**SPEAKERS SHALL BE LIMITED TO THREE (3) MINUTES.**

- A. Scheduled
- B. Unscheduled

**VI. Reports and Announcements**

- A. Mayor's Announcements
- B. Council Members' Announcements
- C. City Manager's Announcements

**VII. Consent Agenda**

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

- \*A. Approval of Minutes — No minutes to approve at this time.
- B. The City Council authorizes and approves Sergio Banales  
acceptance of the Arizona Governor's Office of

Highway Safety Grant 2026-405d-017 in the amount of \$5,250.00 for overtime costs associated with impaired driving enforcement operations and the purchase of portable breath testing supplies, and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

- C. The City Council authorizes and approves acceptance of Arizona Governor's Office of Highway Safety Grant #2026-PTS-021 in the amount of \$6,358.00 for Selective Traffic Enforcement Program (STEP) traffic enforcement overtime, including Employee Related Expenses (EREs), and for annual certification fees associated with maintaining operable speed enforcement devices (LIDAR/Radar), and authorizes the Mayor or designee to sign all documents necessary to execute the contract. Sergio Banales
- D. The City Council authorizes and approves acceptance of the Arizona Governor's Office of Highway Safety grant #2026-AI-004 in the amount of \$8,500.00 for overtime costs associated with accident investigations, training, and outside professional services for investigative software licensing and renewal, and authorizes the Mayor or designee to sign all documents necessary to execute the contract. Sergio Banales
- E. Council Consider and Authorize the Purchase of Two (2) 2025 Ford F150 Responder Police Trucks, at a Cost of \$109,906.64 (including sales tax), with Pricing Per Arizona State Contract CTR059323-3, using Funds from a One-Time \$200,000 State Legislative Appropriation to the Eloy Police Department. Sergio Banales
- \*F. The City Council authorizes and approves the acceptance of a sole-source vendor proposal from Axon Enterprise, Inc., to replace Eloy Police Department's body-worn camera system, associated software, licensing, AI-assisted report writing, and cloud-based evidence storage, at a cost not to exceed \$546,895.98, and authorize the Mayor or designee to sign all necessary documents to execute the agreement. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council. Sergio Banales
- G. Authorization to accept a proposal from MHQ of Arizona for emergency equipment up-fit services for three (3) Chevrolet Tahoe Police SUVs, in an amount not to exceed \$105,000.00, in accordance Sergio Banales



with pricing established under Arizona State Contract No. CTR078487. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council.

- |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                 |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| H.  | Authorization to accept a sole-source vendor proposal from Axon Enterprise, Inc. for the purchase and installation of three (3) Fleet 3 Dash-Camera Systems at a cost not to exceed \$32,106.08 for the installation in newly delivered Chevrolet Tahoe police SUVs. This acquisition was identified and is fully funded as an approved project in the City's Capital Improvement Plan (CIP) and is included in the Fiscal Year 2025–2026 budget, previously adopted by the City Council.                                                                                     | Sergio Banales  |
| *I. | Authorization to accept a proposal from Motorola Solutions for the purchase of three (3) Motorola APX8500 Mobile Radios to be installed in the City's three (3) new Chevrolet Tahoe Police SUVs, at a total project cost of \$30,895.27, inclusive of applicable sales tax. The purchase will utilize pricing available through Arizona State Contract No. CTR046830. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council. | Sergio Banales  |
| J.  | Consideration and Approval of a Proposal from TischlerBise for a Land Use Assumptions, Infrastructure Improvement Plan and Development Fee Study Utilizing the Cooperative Purchasing Agreement Between the City of Tucson and TischlerBise, in an Amount Not to Exceed \$90,000. This project is included in, and was approved as part of, the City's Capital Improvement Plan (CIP) for FY2025-2026.                                                                                                                                                                        | David Malewitz  |
| K.  | Consideration and Approval of a Telecommunication License and Right-of-Way Use Agreement between the City of Eloy and Orbitel Communications, L.L.C., to use City rights-of-way for the installation and maintenance of telecommunication facilities.                                                                                                                                                                                                                                                                                                                         | David Malewitz  |
| *L. | Conduct a public hearing and consider the adoption of the ordinance and resolutions for a minor General Plan Amendment, Amendment to the Zoning Map (Rezone), and a Conditional Use Permit for the property located at 99 North E Street, submitted by Sonnette Cherry Federico on behalf of Luke's House for Behavioral Health, PLLC, as follows:                                                                                                                                                                                                                            | Dan Symer, AICP |

1. Resolution No. 25-1635: Case No. GPA2025-004: A General Plan Amendment from Public / Institutional and Medium Density Residential to Neighborhood Commercial, consisting of approximately 1 acre of land;
2. Ordinance No. 25-995: Case No. RZ2025-001: An Amendment to the Zoning Map (Rezone) from Multiple Family Residential (R-3) to Neighborhood Commercial (C-1) and maintaining the Downtown Core Overlay zone, consisting of approximately 0.5 acre of land; and,
3. Resolution No. 25-1636: Case No. CUP2025-07: A Conditional Use Permit for a Healthcare/Medical Facility or Clinic, consisting of approximately 0.5 acres of land.

M. Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 15 Special Event License to the Exceptional Community Hospital for the Exceptional Community Hospital Ribbon Cutting Reception, October 30, 2025.

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

- A. Conduct a public hearing for a Conditional Use Permit for a Solar Utility–Scale Generation and Battery Energy Storage System facility, to be located on an approximately 80-acre site, approximately 800 feet south of the southwest corner of West Milligan Road and South Toltec Road, submitted by Poblano Solar, LLC (Longroad Energy), c/o Alyssa Menzel, as the applicant, and consider: Dan Symer, AICP
1. The approval of the applicant's companion request to exceed the cumulative acreage maximum (11,748.82 acres) for utility-scale solar generation, including associated BESS uses allowed in the City; and
  2. The adoption of Resolution No. 25-1637: Case No. CUP2025-006: Poblano Expansion Solar Project,

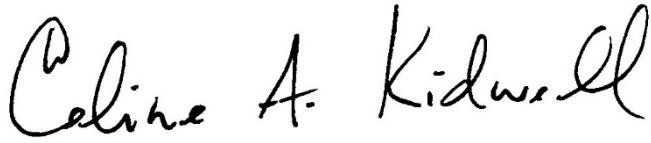
#### **IX. Executive Session**

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 AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE:**  
[www.elayaz.gov](http://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 written in a cursive style with a large initial "C".

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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: **10/27/2025**

**Date submitted:**  
07/01/2025

**Action:** Other

**Subject:** Scheduled

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:**

**RECOMMENDATION:**

**DISCUSSION:**

**FISCAL IMPACT:**

**Approved as to Form:**



Stephen R. Cooper, City Attorney

**CITY OF ELOY  
REQUEST FOR COUNCIL ACTION**

Agenda Item: **V.B.**

Date: **10/27/2025**

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**Date submitted:**  
07/01/2025

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**Action:** Other

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**Subject:** Unscheduled

**Date requested:**  
10/27/2025

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**TO:** Mayor and City Council

**FROM:**

**RECOMMENDATION:**

**DISCUSSION:**

**FISCAL IMPACT:**

**Approved as to Form:**



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Stephen R. Cooper, City Attorney

**CITY OF ELOY  
REQUEST FOR COUNCIL ACTION**

Agenda Item: **VII.A.**

Date: **10/27/2025**

**Date submitted:**  
07/01/2025

**Action:** Formal

**Subject: Approval of Minutes — No  
minutes to approve at this time.**

**Date requested:**  
10/27/2025

**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.B.**

Date: **10/27/2025**

**Date submitted:**  
09/24/2025

**Action:** Formal

**Subject:** The City Council authorizes and approves acceptance of the Arizona Governor's Office of Highway Safety Grant 2026-405d-017 in the amount of \$5,250.00 for overtime costs associated with impaired driving enforcement operations and the purchase of portable breath testing supplies, and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Byron Gwaltney, Captain

### **RECOMMENDATION:**

The City Council authorizes and approves acceptance of the Arizona Governor's Office of Highway Safety Grant 2026-405d-017 in the amount of \$ 5,250.00 for overtime costs associated with impaired driving enforcement operations and the purchase of portable breath testing supplies, and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

### **DISCUSSION:**

Each year, the Eloy Police Department applies for competitive grants related to roadway safety from the Arizona Governor's Office of Highway Safety (GOHS). This grant award is \$5,250.00 and will fund \$4,193.00 in overtime expenses, \$ 1,007.00 in Employee Related Expenses (EREs), and \$50.00 for the purchase of portable breath testing mouthpieces to support the Eloy Police Department's commitment to the safety of our roadways and the public through special enforcement projects and details focusing on the enforcement of impaired driving laws.

During the calendar year 2024, Aggravated DUI investigations and arrests increased by 23%, and the Eloy Police Department investigated a total of 261 motor vehicle collisions. Eight of those collisions involved impaired drivers with two of those involving serious injury. This grant enables the department to deploy officers on overtime solely for DUI and impaired driving enforcement operations. This opportunity to deploy additional officers within our community enhances our mission of public safety.

### **FISCAL IMPACT:**

This grant award is \$5,250.00 and will fund \$4,193.00 in overtime expenses, \$1,007.00 in Employee Related Expenses (EREs), and \$50.00 for the purchase of portable breath testing supplies. There is no fiscal impact on the City of Eloy related to the acceptance of this grant.

**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



Chief Sergio Banales  
Eloy Police Department  
630 N. Main Street  
Eloy, Arizona 85131

**PROJECT REFERENCE:**

Grant Agreement Number: 2026-405d-017  
Total Estimated Costs: \$5,250.00  
Purpose of Project: DUI/Impaired Driving  
Enforcement Overtime, and Related Materials and  
Supplies (Mouthpieces)

Dear Chief Banales:

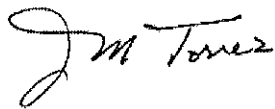
Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 25);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of David Malewitz, City Manager, City of Eloy as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director  
Governor's Highway Safety Representative

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY GRANT AGREEMENT**

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

|                                                                                                                                                                                                                                                                                       |                                                                                                                               |                                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>FAIN: 69A3752630000405dAZM</b>                                                                                                                                                                                                                                                     |                                                                                                                               | <b>Assistance Listings: 20.616</b> |
| <b>1. APPLICANT AGENCY</b><br>Eloy Police Department                                                                                                                                                                                                                                  | <b>GOHS GRANT NUMBER:</b><br><b>2026-405d-017</b>                                                                             |                                    |
| <b>ADDRESS</b><br>630 N Main St., Eloy, Arizona 85131                                                                                                                                                                                                                                 | <b>PROGRAM AREA:</b><br><b>405d</b>                                                                                           |                                    |
| <b>2. GOVERNMENTAL UNIT</b><br>City of Eloy                                                                                                                                                                                                                                           | <b>AGENCY CONTACT:</b><br>Michael Huffman                                                                                     |                                    |
| <b>ADDRESS</b><br>595 N. C St., Eloy, Arizona 85131                                                                                                                                                                                                                                   | <b>3. PROJECT TITLE:</b><br>DUI/Impaired Driving Enforcement<br>Overtime, and Related Materials and Supplies<br>(Mouthpieces) |                                    |
| <b>4. GUIDELINES:</b><br>405d                                                                                                                                                                                                                                                         |                                                                                                                               |                                    |
| <b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b><br>Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Mouthpieces to enhance DUI/Impaired Driving Enforcement throughout the City of Eloy.                             |                                                                                                                               |                                    |
| <b>6. BUDGET</b>                                                                                                                                                                                                                                                                      | <b>Project Period</b>                                                                                                         |                                    |
| <b>COST CATEGORY</b>                                                                                                                                                                                                                                                                  | <b>FFY 2026</b>                                                                                                               |                                    |
| <b>I. Personnel Services</b>                                                                                                                                                                                                                                                          | \$4,193.00                                                                                                                    |                                    |
| <b>II. Employee Related Expenses (24.02%)</b>                                                                                                                                                                                                                                         | \$1,007.00                                                                                                                    |                                    |
| <b>III. Professional and Outside Services</b>                                                                                                                                                                                                                                         | \$0.00                                                                                                                        |                                    |
| <b>IV. Travel In-State</b>                                                                                                                                                                                                                                                            | \$0.00                                                                                                                        |                                    |
| <b>V. Travel Out-of-State</b>                                                                                                                                                                                                                                                         | \$0.00                                                                                                                        |                                    |
| <b>VI. Materials and Supplies</b>                                                                                                                                                                                                                                                     | \$50.00                                                                                                                       |                                    |
| <b>VII. Capital Outlay</b>                                                                                                                                                                                                                                                            | \$0.00                                                                                                                        |                                    |
| <b>TOTAL ESTIMATED COSTS</b>                                                                                                                                                                                                                                                          | <b>\$5,250.00</b>                                                                                                             |                                    |
| <b>PROJECT PERIOD</b>                                                                                                                                                                                                                                                                 | <b>FROM: Effective Date</b><br>(Date of GOHS Director Signature)                                                              | <b>TO: 09-30-2026</b>              |
| <b>CURRENT GRANT PERIOD</b>                                                                                                                                                                                                                                                           | <b>FROM: 10-01-2025</b>                                                                                                       | <b>TO: 09-30-2026</b>              |
| <b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$5,250.00</b>                                                                                                                                                                                                                             |                                                                                                                               |                                    |
| <p>A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.</p> |                                                                                                                               |                                    |

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Number of sworn officers: 32

Total Population in city/town or county: 19,478

Total Road Mileage: Highway: 16 Local: 97 Total: 113

|                                         | 2023 | 2022 | 2021 |
|-----------------------------------------|------|------|------|
| Total Crashes                           | 157  | 269  | 258  |
| Total Injury Crashes                    | 46   | 82   | 64   |
| Total Fatal Crashes                     | 6    | 8    | 2    |
| Total Impaired-related Crashes          | 9    | 8    | 12   |
| Total Impaired-related Serious Injuries | 6    | 2    | 6    |
| Total Impaired-related Fatalities       | 0    | 0    | 0    |
| Total Speed-related Crashes             | 5    | 13   | 17   |
| Total Speed-related Serious Injuries    | 1    | 11   | 7    |
| Total Speed-related Fatalities          | 0    | 3    | 1    |

**Agency Problem/Attempts to Solve Problem:**

The City of Eloy has shown progression in growth of population over the last three years. During calendar year 2024, Aggravated DUI investigations/arrests increased by 23% and DUI-Drug arrests are down by 62%. With the legalization of marijuana, the Eloy Police Department continues to see a rise in impaired driver investigations. With the increase of the population and increase use in recreational Marijuana use, the number of DUI-Drug cases should not be decreasing. Department personnel, does use DRE's to conduct evaluations of subjects impaired by drugs; however, with the department only having 2 DRE's, one is not available at all times. The department had a total of 261 vehicle collisions. Of these, 8 collisions were impairment related collisions with 2 collisions resulting in serious injuries.

**Agency Funding:**

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Mouthpieces to enhance DUI/Impaired Driving Enforcement throughout the City of Eloy.

**How Agency Will Solve Problem with Funding:**

The purpose of requesting these funds is to aid the Eloy Police Department in continued efforts of impaired driving enforcement. At this time the agency has two Drug Recognition Experts, two qualified Phlebotomist and two Certified Horizontal Gaze Nystagmus Instructors. The funds requested would assist with additional equipment and continued training of officers for impaired driving investigations.

**PROGRAM MEASURES:****Agency Goals:**

To decrease the number of impaired driving-related crashes 28% from 7 during calendar year 2024 to 5 by December 31, 2026.

To decrease the number of serious injuries in impaired driving-related crashes 25% from 4 in calendar year 2024 to 3 by December 31, 2026.

To decrease the number of fatalities in impaired driving-related crashes 0 % from 0 in calendar year 2024 to 0 by December 31, 2026.

**Grant Agreement Objectives:**

To participate in a minimum of 3 DUI saturation patrols per quarter during FFY 2026.

To participate in a minimum of 4 DUI task force operations per quarter during FFY 2026.

**Additional Grant Agreement Objectives:**

1. The Eloy Police Department will increase in-service training for all staff related to DUI investigations. This training will include legal updates, latest case laws and field practical's.
2. The Eloy Police Department will send at least one officer to training to become HGN certified and a qualified Phlebotomist.

**GOALS/OBJECTIVES:**

Federal 405d funds will support Personnel Services (Overtime), Employee Related Expenses, and Materials and Supplies: Mouthpieces to enhance DUI/Impaired Driving Enforcement throughout the City of Eloy.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.  
**The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.**

The Eloy Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Eloy Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Eloy Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Materials and Supplies - To purchase/procure the following Materials and Supplies for DUI/Impaired Driving Enforcement Activities: Mouthpieces

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Eloy Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

#### **Report Schedule**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2025)</b> | <b>January 30, 2026</b> |
| <b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2026)</b>    | <b>April 20, 2026</b>   |
| <b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2026)</b>       | <b>July 20, 2026</b>    |
| <b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2026)</b>   | <b>October 15, 2026</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2026</b> |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

#### **Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

#### **PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Sergio Banales, Police Chief , Eloy Police Department , shall serve as Project Director.**

**Michael Huffman, Sergeant, Eloy Police Department , shall serve as Project Administrator.**

**Rikki Robles, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

#### **REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| Monitoring Schedule                              |                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Awarded Amount:                            | Type of Monitoring:                                                                                                                                                                                                                                                                                                                                                             |
| Under \$100,000                                  | Desk Review/Phone Conference                                                                                                                                                                                                                                                                                                                                                    |
| \$100,000 and over                               | May have an In-House GOHS Review                                                                                                                                                                                                                                                                                                                                                |
| \$300,000+                                       | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                             |
| Capital Outlay Greater than \$100,000 (combined) | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                             |
| Desk Review and Phone Conference                 | Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date |



|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.                                                                          |
| In-House Review    | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.                                       |

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCT's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

|                              |                                              |                    |
|------------------------------|----------------------------------------------|--------------------|
| I.                           | Personnel Services (overtime)                | \$4,193.00         |
| II.                          | Employee Related Expenses (ERE) (24.02%)     | \$1,007.00         |
| III.                         | Professional and Outside Services            | \$0.00             |
| IV.                          | Travel In-State                              | \$0.00             |
| V.                           | Travel Out-of-State                          | \$0.00             |
| VI.                          | Materials and Supplies<br><b>Mouthpieces</b> | \$50.00            |
| VII.                         | Capital Outlay                               | \$0.00             |
| <b>TOTAL ESTIMATED COSTS</b> |                                              | <b>*\$5,250.00</b> |

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Eloy Police Department shall absorb any and all expenditures in excess of \$5,250.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

| DESCRIPTION                                 | GRANT<br>AGREEMENT<br>ACTIVITY | AGENCY<br>ACTIVITY |
|---------------------------------------------|--------------------------------|--------------------|
| Total Contacts (Traffic Stops)              |                                |                    |
| Total Sober Designated Drivers Contacted    |                                |                    |
| Total Know Your Limit Contacts              |                                |                    |
| <b>TOTAL DUI ARRESTS</b>                    |                                |                    |
| Total DUI Aggravated                        |                                |                    |
| Total DUI Misdemeanor                       |                                |                    |
| Total DUI Extreme (.15 or Above)            |                                |                    |
| Under 21 DUI Citations                      |                                |                    |
| Average BAC                                 |                                |                    |
| Distracted Driving Citations                |                                |                    |
| Total DUI Drug Arrests                      |                                |                    |
| 30-Day Vehicle Impounds                     |                                |                    |
| Seat Belt Citations                         |                                |                    |
| Child Restraint Citations                   |                                |                    |
| Criminal Speed Citations                    |                                |                    |
| Reckless Driving Citations                  |                                |                    |
| Civil Speed Citations                       |                                |                    |
| Other Citations                             |                                |                    |
| Other Arrests                               |                                |                    |
| Participating Officer/Deputies (Cumulative) |                                |                    |

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.

B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

**X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

**XI. Non-Discrimination**

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private



transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Political Activity (HATCH ACT)**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

#### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

##### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

##### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Certification on Conflict of Interest***General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

#### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **Certification Regarding Debarment and Suspension**

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature of Project Director:**

Sergio Barales, Police Chief  
Eloy Police Department



7/18/25  
Date

Telephone

**Signature of Authorized Official of  
Governmental Unit:**

Andrew Sutton, Mayor  
City of Eloy



Date

Telephone

**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. **Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_

(Agency)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

\_\_\_\_\_

(Unique Entity Identifier #)

\_\_\_\_\_

(Registered Address & Zip Code)



# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.C.**

Date: **10/27/2025**

**Date submitted:**  
09/24/2025

**Action:** Formal

**Subject:** The City Council authorizes and approves acceptance of Arizona Governor's Office of Highway Safety Grant #2026-PTS-021 in the amount of \$6,358.00 for Selective Traffic Enforcement Program (STEP) traffic enforcement overtime, including Employee Related Expenses (EREs), and for annual certification fees associated with maintaining operable speed enforcement devices (LIDAR/Radar), and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Byron Gwaltney, Captain

### **RECOMMENDATION:**

Acceptance of Arizona Governor's Office of Highway Safety Grant #2026-PTS-021 in the amount of \$6,358.00 for Selective Traffic Enforcement Program (STEP) traffic enforcement overtime, including Employee Related Expenses (EREs), and for annual certification fees associated with maintaining operable speed enforcement devices (LIDAR/Radar), and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

### **DISCUSSION:**

Each year, the Eloy Police Department applies for various traffic enforcement and roadway safety grants from the Arizona Governor's Office of Highway Safety (AZGOHS). Acceptance of this grant will fund additional traffic enforcement overtime. Each year, AZGOHS provides competitive grant funding to Arizona Law Enforcement agencies that demonstrate a commitment to improving roadway safety through education and enforcement efforts. The total grant award is \$6,358.00 and will provide \$2,580.00 in overtime expenses, \$620.00 for associated Employee Related Expenses (EREs), and \$3,158.00 for outside professional services to provide for the annual certification of speed monitoring devices (LIDAR/Radar) enhancing the Eloy Police Department's traffic enforcement initiatives throughout the City of Eloy. This additional overtime funding, along with funding to support the annual certification of speed monitoring devices will support the Special Traffic Enforcement Program (STEP)

to address speeding, reckless and aggressive driving, and other violations of Arizona traffic laws that directly impact the safety of our roads and public safety. Officers working on these additional assignments will improve deterrence through increased high-profile enforcement and visibility.

As demonstrated by the data below, the Eloy Police Department places a high priority on traffic enforcement and roadway safety, and must continually balance these efforts with other public safety priorities in the community. For calendar year 2025, enforcement activities are reflected through September 1, 2025, and have increased by 37% from the same time period the previous year. Speeding citations have increased by 84%, while other citations, including stop-sign violations and failure to carry insurance, have increased by 73%. As a result of this enhanced enforcement, the total number of DUI arrests has decreased by 46%. With the approval of this grant, the Eloy Police Department will be able to continue its robust traffic enforcement efforts.

| Category              | 2023 | 2024 | 2025 (Through 09/01) |
|-----------------------|------|------|----------------------|
| Total Contacts        | 3218 | 2300 | 2371                 |
| Agg DUI               | 19   | 15   | 3                    |
| Mis DUI               | 51   | 32   | 14                   |
| Extreme DUI           | 3    | 2    | 0                    |
| Under 21 DUI          | 2    | 4    | 2                    |
| Drug DUI              | 33   | 12   | 7                    |
| Distractive Driving   | 60   | 27   | 21                   |
| Seat Belt Citations   | 47   | 17   | 19                   |
| Child Restraint Cites | 47   | 22   | 33                   |
| Criminal Speed        | 71   | 38   | 47                   |
| Reckless Driving      | 13   | 10   | 8                    |
| Civil Speed           | 496  | 261  | 367                  |
| Other Citations       | 1010 | 606  | 1052                 |
| Other Arrests         | 141  | 111  | 42                   |
| 20 Day Impounds       | 121  | 82   | 47                   |

#### **FISCAL IMPACT:**

There will be no additional expenses associated with accepting this grant. The total grant award is \$6,358.00, which will fund \$2,580.00 in overtime expenses, \$620.00 for Employee Related Expenses (EREs), and \$3,158.00 for outside professional services to cover the annual certification of the department's speed monitoring devices.

#### **Approved as to Form:**



---

Stephen R. Cooper, City Attorney

Chief Sergio Banales  
Eloy Police Department  
630 N. Main Street  
Eloy, Arizona 85131

**PROJECT REFERENCE:**

Grant Agreement Number: 2026-PTS-021

Total Estimated Costs: \$6,358.00

Purpose of Project: STEP Enforcement Overtime,  
and Related Professional and Outside Services  
(ALERT Lidar/Radar Cert)

Dear Chief Banales:

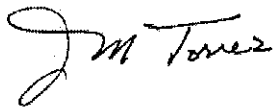
Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 26);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of David Malewitz, City Manager, City of Eloy as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director  
Governor's Highway Safety Representative

**GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY**

**STATE OF ARIZONA**

**HIGHWAY SAFETY GRANT AGREEMENT**

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

|                                                                                                                                                                                                                                                                                |                                                                                                                               |                                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|------------------------------------|
| <b>FAIN: 69A37526300004020AZ0</b>                                                                                                                                                                                                                                              |                                                                                                                               | <b>Assistance Listings: 20.600</b> |
| <b>1. APPLICANT AGENCY</b><br>Eloy Police Department                                                                                                                                                                                                                           | <b>GOHS GRANT NUMBER:</b><br>2026-PTS-021                                                                                     |                                    |
| <b>ADDRESS</b><br>630 N Main St., Eloy, Arizona 85131                                                                                                                                                                                                                          | <b>PROGRAM AREA:</b><br>402-PTS                                                                                               |                                    |
| <b>2. GOVERNMENTAL UNIT</b><br>City of Eloy                                                                                                                                                                                                                                    | <b>AGENCY CONTACT:</b><br>Michael Huffman                                                                                     |                                    |
| <b>ADDRESS</b><br>595 N. C St., Eloy, Arizona 85131                                                                                                                                                                                                                            | <b>3. PROJECT TITLE:</b><br>STEP Enforcement Overtime, and Related Professional and Outside Services (ALERT Lidar/Radar Cert) |                                    |
| <b>4. GUIDELINES:</b><br>402-Police Traffic Services (PTS)                                                                                                                                                                                                                     |                                                                                                                               |                                    |
| <b>5. BRIEFLY STATE PURPOSE OF PROJECT:</b><br>Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance STEP Enforcement throughout the City of Eloy.                                         |                                                                                                                               |                                    |
| <b>6. BUDGET</b>                                                                                                                                                                                                                                                               | <b>Project Period</b>                                                                                                         |                                    |
| <b>COST CATEGORY</b>                                                                                                                                                                                                                                                           | <b>FFY 2026</b>                                                                                                               |                                    |
| <b>I. Personnel Services</b>                                                                                                                                                                                                                                                   | \$2,580.00                                                                                                                    |                                    |
| <b>II. Employee Related Expenses (24.02%)</b>                                                                                                                                                                                                                                  | \$620.00                                                                                                                      |                                    |
| <b>III. Professional and Outside Services</b>                                                                                                                                                                                                                                  | \$3,158.00                                                                                                                    |                                    |
| <b>IV. Travel In-State</b>                                                                                                                                                                                                                                                     | \$0.00                                                                                                                        |                                    |
| <b>V. Travel Out-of-State</b>                                                                                                                                                                                                                                                  | \$0.00                                                                                                                        |                                    |
| <b>VI. Materials and Supplies</b>                                                                                                                                                                                                                                              | \$0.00                                                                                                                        |                                    |
| <b>VII. Capital Outlay</b>                                                                                                                                                                                                                                                     | \$0.00                                                                                                                        |                                    |
| <b>TOTAL ESTIMATED COSTS</b>                                                                                                                                                                                                                                                   | <b>\$6,358.00</b>                                                                                                             |                                    |
| <b>PROJECT PERIOD</b>                                                                                                                                                                                                                                                          | <b>FROM: Effective Date</b><br>(Date of GOHS Director Signature)                                                              | <b>TO: 09-30-2026</b>              |
| <b>CURRENT GRANT PERIOD</b>                                                                                                                                                                                                                                                    | <b>FROM: 10-01-2025</b>                                                                                                       | <b>TO: 09-30-2026</b>              |
| <b>TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$6,358.00</b>                                                                                                                                                                                                                      |                                                                                                                               |                                    |
| A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement. |                                                                                                                               |                                    |



**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Number of sworn officers: 32

Total Population in city/town or county: 19,478

Total Road Mileage: Highway: 16 Local: 97 Total: 113

|                                         | 2023 | 2022 | 2021 |
|-----------------------------------------|------|------|------|
| Total Crashes                           | 157  | 269  | 258  |
| Total Injury Crashes                    | 46   | 82   | 64   |
| Total Fatal Crashes                     | 6    | 8    | 2    |
| Total Impaired-related Crashes          | 9    | 8    | 12   |
| Total Impaired-related Serious Injuries | 6    | 2    | 6    |
| Total Impaired-related Fatalities       | 0    | 0    | 0    |
| Total Speed-related Crashes             | 5    | 13   | 17   |
| Total Speed-related Serious Injuries    | 1    | 11   | 7    |
| Total Speed-related Fatalities          | 0    | 3    | 1    |

**Agency Problem/Attempts to Solve Problem:**

The Eloy Police Department has had a decrease in the number of officers employed with the department. Citizens are using the mobile application to communicate with the department to report traffic concerns. A member of the traffic unit is then assigned this area for an extended period of time to collect data for the complaint. When comparing calendar year 2023 to calendar year 2024, the following trend was discovered: Aggravated DUI's increased, but overall citations are down. This shows the increase need for officers to patrol city, county and state roadways with the intent to enforce traffic laws and roadway safety.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance STEP Enforcement throughout the City of Eloy.

**How Agency Will Solve Problem with Funding:**

The department is beginning to establish a traffic unit staffing officers with a passion for traffic enforcement. Funds received from this grant would give officers compensation for the extra efforts in engaging the public outside of normal patrol duties.

**PROGRAM MEASURES:****Agency Goals:**

To decrease the number of speeding-related crashes 28% from 7 during calendar year 2024 to 5 by December 31, 2026.

To decrease the number of serious injuries in speeding-related crashes 50% from 2 in calendar year 2024 to 1 by December 31, 2026.

To decrease the number of fatalities in speeding-related crashes 100% from 1 in calendar year 2024 to 0 by December 31, 2026.

**Grant Agreement Objectives:**

Conduct targeted speed enforcement efforts a minimum of 3 times per month during FFY 2026.

**Additional Grant Agreement Objectives:**

1. The Eloy Police Department will be issuing a public announcement highlighting the dangers of distracted driving.

**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance STEP Enforcement throughout the City of Eloy.

Expenditures of funding pertaining to the PTS/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the PTS/Selective Traffic Enforcement Program goals provided by the Arizona Governor's Office of Highway Safety. The PTS/Selective Traffic Enforcement Program goal is to reduce the incidences of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running, and other forms of risky driving behavior through enforcement, education, and public awareness throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.

The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

The Eloy Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Eloy Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Eloy Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for STEP/Speed Enforcement Activities by purchasing/procuring the following: ALERT Lidar/Radar Cert

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**BAC TESTING AND REPORTING REQUIREMENTS:**

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

**Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported.** Failure to comply may result in withholding funds and cancellation of the enforcement Grant agreement until this requirement is met.

**PURSUIT POLICY:**

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards.

The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Eloy Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

**Report Schedule**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2025)</b> | <b>January 30, 2026</b> |
| <b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2026)</b>    | <b>April 20, 2026</b>   |
| <b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2026)</b>       | <b>July 20, 2026</b>    |
| <b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2026)</b>   | <b>October 15, 2026</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2026</b> |

The Quarterly Report shall be completed on the form available on-line and can be submitted by email to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

**Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

**PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Sergio Banales, Police Chief, Eloy Police Department, shall serve as Project Director.**

**Michael Huffman, Sergeant, Eloy Police Department, shall serve as Project Administrator.**

**Rikki Robles, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

**REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

**PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| <b>Monitoring Schedule</b>                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|--------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Total Awarded Amount:</b>                     | <b>Type of Monitoring:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| Under \$100,000                                  | Desk Review/Phone Conference                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| \$100,000 and over                               | May have an In-House GOHS Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| \$300,000+                                       | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Capital Outlay Greater than \$100,000 (combined) | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| Desk Review and Phone Conference                 | Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| In-House Review                                  | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.                                                                                                                                                                                                                                                                                                        |
| On-Site Monitoring                               | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.                                                                                                                                                                                                                                                                                                                                              |

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.



**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

|                              |                                                                    |                    |
|------------------------------|--------------------------------------------------------------------|--------------------|
| I.                           | Personnel Services (overtime)                                      | \$2,580.00         |
| II.                          | Employee Related Expenses (ERE) (24.02%)                           | \$620.00           |
| III.                         | Professional and Outside Services<br><b>ALERT Lidar/Radar Cert</b> | \$3,158.00         |
| IV.                          | Travel In-State                                                    | \$0.00             |
| V.                           | Travel Out-of-State                                                | \$0.00             |
| VI.                          | Materials and Supplies                                             | \$0.00             |
| VII.                         | Capital Outlay                                                     | \$0.00             |
| <b>TOTAL ESTIMATED COSTS</b> |                                                                    | <b>*\$6,358.00</b> |

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Eloy Police Department shall absorb any and all expenditures in excess of \$6,358.00.

**QUARTERLY ENFORCEMENT REPORT  
(Submitted to GOHS)**

Reporting Period

| <b>DESCRIPTION</b>                          | <b>GRANT<br/>AGREEMENT<br/>ACTIVITY</b> | <b>AGENCY<br/>ACTIVITY</b> |
|---------------------------------------------|-----------------------------------------|----------------------------|
| Total Contacts (Traffic Stops)              |                                         |                            |
| Total Sober Designated Drivers Contacted    |                                         |                            |
| Total Know Your Limit Contacts              |                                         |                            |
| <b>TOTAL DUI ARRESTS</b>                    |                                         |                            |
| Total DUI Aggravated                        |                                         |                            |
| Total DUI Misdemeanor                       |                                         |                            |
| Total DUI Extreme (.15 or Above)            |                                         |                            |
| Under 21 DUI Citations                      |                                         |                            |
| Average BAC                                 |                                         |                            |
| Distracted Driving Citations                |                                         |                            |
| Total DUI Drug Arrests                      |                                         |                            |
| 30-Day Vehicle Impounds                     |                                         |                            |
| Seat Belt Citations                         |                                         |                            |
| Child Restraint Citations                   |                                         |                            |
| Criminal Speed Citations                    |                                         |                            |
| Reckless Driving Citations                  |                                         |                            |
| Civil Speed Citations                       |                                         |                            |
| Other Citations                             |                                         |                            |
| Other Arrests                               |                                         |                            |
| Participating Officer/Deputies (Cumulative) |                                         |                            |

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being

requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.
- B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

#### **X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

#### **XI. Non-Discrimination**

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Political Activity (HATCH ACT)**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and



their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

#### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

##### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

##### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Certification on Conflict of Interest***General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

#### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **Certification Regarding Debarment and Suspension**

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall

submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

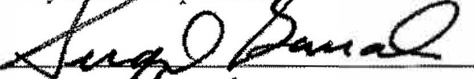
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature of Project Director:**

Sergio Banales, Police Chief  
Eloy Police Department



Date

9/18/25

Telephone

**Signature of Authorized Official of  
Governmental Unit:**

Andrew Sutton, Mayor  
City of Eloy



Date

Telephone



**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. **Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_

(Agency)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

\_\_\_\_\_

(Unique Entity Identifier #)

\_\_\_\_\_

(Registered Address & Zip Code)

**AUTHORITY & FUNDS**

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-PTS, as approved for by the National Highway Traffic Safety Administration.

- |    |                                      |                               |
|----|--------------------------------------|-------------------------------|
| 2. | <b>A.      EFFECTIVE DATE:</b>       | <b>B.      FEDERAL FUNDS:</b> |
|    | <u>Authorization to Proceed Date</u> | <u>\$6,358.00</u>             |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**  
by State Official responsible to Governor for the  
administration of the State Highway Safety Agency

\_\_\_\_\_  
J.M. "Jesse" Torrez, Director  
Governor's Office of Highway Safety  
Governor's Highway Safety Representative

\_\_\_\_\_  
Approval Date

# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.D.**

Date: **10/27/2025**

**Date submitted:**  
10/02/2025

**Action:** Formal

**Subject:** The City Council authorizes and approves acceptance of the Arizona Governor's Office of Highway Safety grant #2026-AI-004 in the amount of \$8,500.00 for overtime costs associated with accident investigations, training, and outside professional services for investigative software licensing and renewal, and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Byron Gwaltney, Captain

### **RECOMMENDATION:**

The City Council authorizes and approves acceptance of the Arizona Governor's Office of Highway Safety grant #2026-AI-004 in the amount of \$8,500.00 for overtime costs associated with accident investigations, training, and outside professional services for investigative software licensing and renewal, and authorizes the Mayor or designee to sign all documents necessary to execute the contract.

### **DISCUSSION:**

Each year, the Eloy Police Department applies for competitive grants related to roadway safety from the Arizona Governor's Office of Highway Safety (GOHS). This grant award is \$8,500.00 and will fund \$3,994.00 in overtime expenses associated with accident investigations and training, \$1,006.00 in Employee Related Expenses (ERSs), and \$3,500.00 in outside professional services for software upgrades and license renewals related to accident investigation equipment.

The Eloy Police Department utilizes a FARO laser scanner that produces 3D images of crime and accident scenes, providing a valuable tool for investigators and prosecutors. This device requires regular software upgrades and license renewals to remain operational. This grant funds those renewals and upgrades.

### **FISCAL IMPACT:**

There will be no additional expenses for accepting this grant. The total grant award is \$8,500.00 and will fund \$3,004.00 in overtime expenses associated with accident investigations and training, \$1006.00 for Employee Related Expenses (EREs), and

\$3,500 for outside professional services for software upgrades and license renewals related to accident investigation equipment.

**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

Chief Sergio Banales  
Eloy Police Department  
630 N. Main Street  
Eloy, Arizona 85131

**PROJECT REFERENCE:**

Grant Agreement Number: 2026-AI-004  
Total Estimated Costs: \$8,500.00  
Purpose of Project: Crash (Accident) Investigation  
Overtime, and Related Professional and Outside  
Services (Bosch Software Renewal, Pix 4D Software  
Renewal, Auto Stats Software Renewal)

Dear Chief Banales:

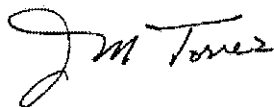
Attached is one copy of the referenced Highway Safety Grant Agreement for your review and signature. This is **not** an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire grant agreement as there have been **significant changes** throughout the agreement;
2. GOHS requires **one single-sided copy** with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 24);
4. As Project Director, sign and date the signature page;
5. Obtain the signature of David Malewitz, City Manager, City of Eloy as the Authorized Official of Governmental Unit;
6. Return one completed and signed copy by mail to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona, 85007.

Please **do not** incur any costs at this time as it would nullify the grant agreement. Once the signed copy is received, I will approve and sign the agreement as the GOHS Director/Governor's Highway Safety Representative and a copy of the original executed grant agreement with a letter of authorization to proceed will be emailed to you.

Sincerely,



J.M. "Jesse" Torrez, Director  
Governor's Highway Safety Representative

GOVERNOR'S OFFICE OF  
HIGHWAY SAFETY

STATE OF ARIZONA

HIGHWAY SAFETY GRANT AGREEMENT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Grant between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

**FAIN: 69A37526300004020AZ0**

**Assistance Listings: 20.600**

|                                                          |                                                                                                                                                                                                            |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. APPLICANT AGENCY</b><br>Eloy Police Department     | <b>GOHS GRANT NUMBER:</b><br>2026-AI-004                                                                                                                                                                   |
| <b>ADDRESS</b><br>630 N Main St., Eloy, Arizona 85131    | <b>PROGRAM AREA:</b><br>402-AI                                                                                                                                                                             |
| <b>2. GOVERNMENTAL UNIT</b><br>City of Eloy              | <b>AGENCY CONTACT:</b><br>Michael Huffman                                                                                                                                                                  |
| <b>ADDRESS</b><br>595 N. C St., Eloy, Arizona 85131      | <b>3. PROJECT TITLE:</b><br>Crash (Accident) Investigation Overtime, and<br>Related Professional and Outside Services<br>(Bosch Software Renewal, Pix 4D Software<br>Renewal, Auto Stats Software Renewal) |
| <b>4. GUIDELINES:</b><br>402-Accident Investigation (AI) |                                                                                                                                                                                                            |

**5. BRIEFLY STATE PURPOSE OF PROJECT:**  
Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance Accident Investigation throughout the City of Eloy.

| <b>6. BUDGET</b><br><b>COST CATEGORY</b>      | <b>Project Period</b><br><b>FFY 2026</b> |
|-----------------------------------------------|------------------------------------------|
| <b>I. Personnel Services</b>                  | \$3,994.00                               |
| <b>II. Employee Related Expenses (25.18%)</b> | \$1,006.00                               |
| <b>III. Professional and Outside Services</b> | \$3,500.00                               |
| <b>IV. Travel In-State</b>                    | \$0.00                                   |
| <b>V. Travel Out-of-State</b>                 | \$0.00                                   |
| <b>VI. Materials and Supplies</b>             | \$0.00                                   |
| <b>VII. Capital Outlay</b>                    | \$0.00                                   |
| <b>TOTAL ESTIMATED COSTS</b>                  | <b>\$8,500.00</b>                        |

**PROJECT PERIOD** FROM: Effective Date  
(Date of GOHS Director Signature) TO: 09-30-2026

**CURRENT GRANT PERIOD** FROM: 10-01-2025 TO: 09-30-2026

**TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$8,500.00**

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Grant agreement must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Grant agreement.

**PROBLEM IDENTIFICATION AND RESOLUTION:****Agency Background:**

Number of sworn officers: 32

Total Population in city/town or county: 19

Total Road Mileage: Highway: 16 Local: 97 Total: 113

|                                             | 2023 | 2022 | 2021 |
|---------------------------------------------|------|------|------|
| Total Crashes                               | 157  | 269  | 258  |
| Total Serious Injury Crashes                | 46   | 82   | 64   |
| Total Fatal Crashes                         | 6    | 8    | 2    |
| Total Traffic Accident Investigations       | 157  | 269  | 258  |
| Total Traffic Serious Injury Investigations | 46   | 82   | 64   |
| Total Traffic Fatality Investigations       | 6    | 8    | 2    |

**Agency Problem/Attempts to Solve Problem:**

During the calendar year of 2024, members of the Eloy Police Department investigated 5 fatal collisions to include an airplane collision and a hot air balloon collision along with 36 injury accidents. With the vase types and intense investigations, a need for additional equipment has been identified to improve proficiency and lessen the amount of time spent on scene. During the calendar year of 2024, the department investigated a total of 262 collisions. Of those collisions, 4 resulted in fatalities (to include an airplane crash and a hot air balloon crash) 73 injury collisions and 185 non-injury collisions. Members of the Eloy Police Department assisted in the Pinal County Vehicular Crimes Unit in 3 criminal collisions 1 resulting in a fatality. In the department's efforts to continue growth and development of members of the Pinal County Vehicular Crimes Unit, additional reconstruction classes are required. These trainings include motorcycle collision trainings and pedestrian collision trainings. These complex investigations require a combination of training and experience to ensure justice for the families of the victims of these fatal collisions.

**Agency Funding:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance Accident Investigation throughout the City of Eloy.

**How Agency Will Solve Problem with Funding:**

The Eloy Police Department is requesting funds to aid investigators assigned to the Eloy Police Department Traffic Unit and Vehicular Crimes Unit in conducting complete, accurate and thorough investigations to insure the causes of fatal and serious injury collisions. Items in this grant will be used to enhance those efforts.

**PROGRAM MEASURES:**

**Grant Agreement Objectives:**

1. Renew and update the Bosh CDR Software, this software is needed to complete thorough collisions investigations. Update and renew Pix 4D software as well to aid investigations.
2. Continue to participate in the Pinal County Vehicular Crimes Unit, investigating serious injury and fatal collisions. Also update and renew Auto Stats software.



**GOALS/OBJECTIVES:**

Federal 402 funds will support Personnel Services (Overtime), Employee Related Expenses, and Professional and Outside Services to enhance Accident Investigation throughout the City of Eloy.

Expenditures of funding pertaining to the AI/Accident Investigation Program including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Accident Investigation Program goals provided by the Arizona Governor's Office of Highway Safety. The Accident Investigation Program goal is to provide training and resources for Vehicular Crimes Units to aide in the investigation and prosecution of fatal traffic crashes throughout the State of Arizona.

**MEDIA RELEASE:**

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data.  
**The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Accident Investigations in terms of money, criminal, and human consequences.**

**PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.**

**METHOD OF PROCEDURE:**

The Eloy Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for Accident Investigations Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

Professional and Outside Services - To support/purchase/procure Professional and Outside Services for Accident Investigations Activities by purchasing/procuring the following: Bosch Software Renewal, Pix 4D Software Renewal, Auto Stats Software Renewal

**PRESS RELEASE:**

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Grant agreement. A copy of this press release shall be sent to the GOHS Director for approve prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

**SPECIFIC REQUIREMENTS:****PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –****Requirements for Professional and Outside Services:**

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

**Requirements for Public Information and Education Materials:**

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

**Requirements for Paid Media:**

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

**METHOD OF PROCUREMENT:**

The application of 2 CFR Part 200 "Procurement Standards" requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Grant agreement. Substantiation of costs shall, where possible, be made utilizing the Eloy Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

**State Contract:**

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

**PROJECT EVALUATION:**

This project shall be administratively evaluated to ensure the objectives have been met.

**Quarterly Report**

The purpose of the Quarterly Report is to provide information on grant activities conducted at the conclusion of each active quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and

mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
  - All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.

#### **Report Schedule**

| <b>Reporting Period</b>                                                         | <b>Due Date</b>         |
|---------------------------------------------------------------------------------|-------------------------|
| <b>1<sup>st</sup> Quarterly Report and RCI (October 1 to December 31, 2025)</b> | January 30, 2026        |
| <b>2<sup>nd</sup> Quarterly Report and RCI (January 1 to March 31, 2026)</b>    | April 20, 2026          |
| <b>3<sup>rd</sup> Quarterly Report and RCI (April 1 to June 30, 2026)</b>       | July 20, 2026           |
| <b>4<sup>th</sup> Quarterly Report and RCI (July 1 to September 30, 2026)</b>   | <b>October 15, 2026</b> |
| <b>Final Statement of Accomplishments</b>                                       | <b>October 15, 2026</b> |

The Quarterly Report **shall be completed on the form available on-line and can be submitted by email** to the Governor's Office of Highway Safety.

**NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.**

#### **Final Statement of Accomplishments**

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

**Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Grant agreement.

#### **PROFESSIONAL AND TECHNICAL PERSONNEL:**

**Sergio Banales, Police Chief, Eloy Police Department, shall serve as Project Director.**

**Michael Huffman, Sergeant, Eloy Police Department, shall serve as Project Administrator.**

**Rikki Robles, Governor's Office of Highway Safety, shall serve as Project Coordinator.**

#### **REPORT OF COSTS INCURRED (RCI):**

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the

required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and submitted with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

### **PROGRAM MONITORING:**

Highway safety grant program monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the grant agreement and serves as a continuous management tool. Program monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to granted agencies. Additionally, program monitoring outlines a set of procedures for grant review and documentation.

Program monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

### **Types of Monitoring**

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the grantee through phone calls, e-mails, correspondence, and meetings
- On-Site/In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

| Monitoring Schedule                              |                                                                                                                                                                                                                                                                                                                                                                                 |
|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Total Awarded Amount:                            | Type of Monitoring:                                                                                                                                                                                                                                                                                                                                                             |
| Under \$100,000                                  | Desk Review/Phone Conference                                                                                                                                                                                                                                                                                                                                                    |
| \$100,000 and over                               | May have an In-House GOHS Review                                                                                                                                                                                                                                                                                                                                                |
| \$300,000+                                       | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                             |
| Capital Outlay Greater than \$100,000 (combined) | May have an On-Site/In-House Review                                                                                                                                                                                                                                                                                                                                             |
| Desk Review and Phone Conference                 | Internal review of all written documentation related to grant agreement including, but not limited to the Grant Agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date |

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                    | and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.                                                                          |
| In-House Review    | Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee. |
| On-Site Monitoring | Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Grant agreement, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.                                       |

On-site/In-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Granted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site/In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the granted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the grant agreement specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined grant agreement.

**Documentation**

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated grant agreement representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance may be placed on a performance plan as outlined by the GOHS Director. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

**PROJECT PERIOD:**

The project period shall commence on the date the GOHS Director signs the Highway Safety Grant Agreement and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Grant Agreement.

**DURATION:**

Grants shall be effective on the date the Governor's Office of Highway Safety Director signs the Grant Agreement and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Grant Agreement to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Grant Agreement. Any unexpended funds remaining at the termination of the Grant Agreement shall be released back to the Governor's Office of Highway Safety.

**ESTIMATED COSTS:**

|                              |                                                                                                                              |                    |
|------------------------------|------------------------------------------------------------------------------------------------------------------------------|--------------------|
| I.                           | Personnel Services (overtime)                                                                                                | \$3,994.00         |
| II.                          | Employee Related Expenses (ERE) (25.18%)                                                                                     | \$1,006.00         |
| III.                         | Professional and Outside Services<br><b>Bosch Software Renewal, Pix 4D Software Renewal, Auto<br/>Stats Software Renewal</b> | \$3,500.00         |
| IV.                          | Travel In-State                                                                                                              | \$0.00             |
| V.                           | Travel Out-of-State                                                                                                          | \$0.00             |
| VI.                          | Materials and Supplies                                                                                                       | \$0.00             |
| VII.                         | Capital Outlay                                                                                                               | \$0.00             |
| <b>TOTAL ESTIMATED COSTS</b> |                                                                                                                              | <b>*\$8,500.00</b> |

\*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Eloy Police Department shall absorb any and all expenditures in excess of \$8,500.00.

**CERTIFICATIONS AND AGREEMENTS**

This GRANT AGREEMENT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Grant Agreement, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

**I. Project Monitoring, Reports, and Inspections**

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Grant Agreement.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Grant Agreement or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Grant Agreement. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Grant Agreement.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Grant Agreement to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Grant Agreement.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Grant Agreement whenever such representatives may determine such inspection is necessary.

**II. Reimbursement of Eligible Expenses**

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being



requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

### **III. Property Agreement**

- A. AGENCY will immediately notify STATE if any equipment purchased under this Grant Agreement ceases to be used in the manner as set forth by this Grant Agreement. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Grant Agreement.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Grant Agreement.
- D. AGENCY will incorporate any equipment purchased under this Grant Agreement into its inventory records.
- E. AGENCY will insure any equipment purchased under this Grant Agreement for the duration of its useful life. Self-insurance meets the requirements of this section.

### **IV. Travel**

#### In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

### **V. Standard of Performance**

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Grant Agreement.

### **VI. Hold Harmless Agreement**

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to

indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

**VII. Non-Assignment and Sub-Contracts**

This Grant Agreement is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

**VIII. Work Products and Title to Commodities and Equipment**

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Grant Agreement. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Grant Agreement, unless otherwise provided for elsewhere in this Grant Agreement, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Grant Agreement.
- B. The provisions of subparagraph A apply whether or not the project granted for herein is completed.

**IX. Copyrights and Patents**

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right

to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

#### **X. Uniform Administrative Requirements**

*(2 CFR Part 1201): Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards:*

The application of 2 CFR Part 200 "Procurement Standards" Requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Grant Agreement as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Grant Agreement.

#### **XI. Non-Discrimination**

The AGENCY and the STATE will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color national origin);
- 49 CFR part 21 (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the term "programs Or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private

transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38.

During the performance of this contract/grant agreement, the contractor/grant recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/grant recipient fails to comply with any nondiscrimination provisions in this contract/grant agreement, the State highway safety agency will have the right to impose such contract/grant agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/grant recipient under the contract/grant agreement until the contractor/grant recipient complies; and/or cancelling, terminating, or suspending a contract or grant agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

## **XII. Executive Order 2023-01**

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2023-01, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

## **XIII. Political Activity (HATCH ACT)**

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

## **XIV. Minority Business Enterprises (MBE) Policy and Obligation**

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Grant Agreement. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Grant Agreement.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Grant Agreement. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and

their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned Grant Agreements.

**XV. Arbitration Clause, ARS §12-1518**

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this agreement where the provisions of mandatory arbitration apply.

**XVI. Inspection and Audit, ARS §35-214**

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Agreement will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Agreement. The records will be produced at the Governor's Office of Highway Safety.

**XVII. Appropriation of Funds by U.S. Congress**

It is agreed that in no event will this Grant Agreement be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Grant Agreement will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or Grant Agreement that may so become null and void.

**XVIII. Continuation of Highway Safety Program**

It is the intention of AGENCY to continue the Highway Safety Program identified in this Grant Agreement once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

**XIX. E-Verify**

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

**XX. Termination and Abandonment**

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Grant Agreement and proceed to close said operations under the Grant Agreement.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Grant Agreement upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Grant Agreement and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

#### **XXI. Cancellation Statute**

All parties are hereby put on notice that this Contract/Grant Agreement is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract/Grant Agreement may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract/Grant Agreement on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract/Grant Agreement or any extension of the Contract/Grant Agreement is in effect, an employee of any other party to the Contract/Grant Agreement in any capacity or a consultant to any other party of the Contract/Grant Agreement with respect to the subject matter or the Contract/Grant Agreement.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract/Grant Agreement unless the notice specifies a later time.

#### **AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**

##### **Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Grant Agreement is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Grant Agreement. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Grant Agreement are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

##### **Certificate of Compliance**

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Grant Agreement.

**Certification of Non-Duplication of Grant Funds Expenditure**

This is to certify that AGENCY has no ongoing nor completed projects under Grant Agreement with other Federal fund sources which duplicate or overlap any work contemplated or described in this Grant Agreement. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Grant Agreement will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

**Single Audit Act**

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Finance Dept., within thirty (30) days of the effective date of this Grant Agreement. If such audit has not been performed, please advise when it is being scheduled.

**Buy America Act**

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

**Certification on Conflict of Interest***General Requirements*

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity To negotiate, make, accept Or approve, Or To take part In negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly Or indirectly, any financial Or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member Of his Or her immediate family, his Or her partner, Or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in Or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions To be applied For violations Of such standards by officers, employees, Or agents.

- a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, Or anything Of monetary value from present or potential subawardees, including contractors or parties to subcontracts.

b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.

2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

#### *Disclosure Requirements*

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant Or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate And full disclosure In writing To NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.

2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may

(a) terminate the award, or

(b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual Or other interest(s) With an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, And which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, And the officers, employees Or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or Action can have an economic Or other impact on the interests of a regulated Or affected organization

#### **Prohibition on Using Grant Funds to Check for Helmet Usage**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

#### **Certification Regarding Debarment and Suspension**

A. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall



submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- G. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is

proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause of default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matter**

- A. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principal:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Instructions for Lower Tier Certification**

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts

180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions Website (<https://www.sam.gov>).
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Restriction on State Lobbying**

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

**Certification for Contracts, Grant, Loans, and Cooperative Agreements (Federal Lobbying)**

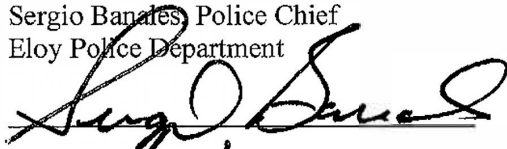
The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**Signature of Project Director:**

Sergio Banales, Police Chief  
Eloy Police Department

  
9/18/25

Date

Telephone

**Signature of Authorized Official of  
Governmental Unit:**

Andrew Sutton, Mayor  
City of Eloy

\_\_\_\_\_

Date

Telephone

**REIMBURSEMENT INSTRUCTIONS**

1. Agency Official preparing the Report of Costs Incurred:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

2. **Agency's Fiscal Contact:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

3. ***REIMBURSEMENT INFORMATION:***

Warrant/Check to be made payable to:

\_\_\_\_\_

Warrant/Check to be mailed to:

\_\_\_\_\_

(Agency)

\_\_\_\_\_

(Address)

\_\_\_\_\_

(City, State, Zip Code)

4. ***Unique Entity Identifier:***

\_\_\_\_\_

(Unique Entity Identifier #)

\_\_\_\_\_

(Registered Address & Zip Code)



# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.E.**

Date: **10/27/2025**

**Date submitted:**  
10/07/2025

**Action:** Formal

**Subject: Council Consider and Authorize the Purchase of Two (2) 2025 Ford F150 Responder Police Trucks, at a Cost of \$109,906.64 (including sales tax), with Pricing Per Arizona State Contract CTR059323-3, using Funds from a One-Time \$200,000 State Legislative Appropriation to the Eloy Police Department.**

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Brian Jerome, Captain

### **RECOMMENDATION:**

Council authorize the purchase of two (2) Ford F150 Police Responder Trucks from San Tan Ford in Gilbert, Arizona, at a total cost of \$109,906.64 (including sales tax), using funds from a one-time State Budget Local Distribution of \$200,000 to support public safety needs within the City of Eloy, and authorize the Mayor or designee to sign all documents required to execute the purchase contract.

### **DISCUSSION:**

The Eloy Police Department recently received formal notification from Arizona State House District 16 Representatives Teresa Martinez and Chris Lopez regarding a one-time State Budget Local Distribution of \$200,000 to support public safety needs within the City of Eloy.

Following discussions with Representatives Martinez and Lopez, Chief Sergio Banales identified the purchase of two (2) new police vehicles as the most effective use of these funds — one to replace an aging School Resource Officer (SRO) patrol vehicle and the other for use by a member of the Command Staff.

### **1. School Resource Officer (SRO) Vehicle – School Safety and Community Engagement Initiative**

The first vehicle will be assigned to the School Resource Officer, a vital position that provides daily security, mentorship, and rapid response capabilities within our local schools. To further strengthen the relationship between the Police Department, students, and educators, the vehicle will feature a custom wrap showcasing the logos and mascots of our community schools. This visual representation will serve as a mobile symbol of unity, school pride, and commitment to student safety. The SRO

vehicle will also enhance visibility on and around school campuses, reinforcing the Department's dedication to maintaining a safe and supportive learning environment.

## **2. Command Staff Vehicle – Emergency Response and Operational Leadership**

The second vehicle will be assigned to a member of the Police Department's command staff leadership team who currently operates an aging, high-mileage vehicle. Command staff members are responsible for responding at all hours to major incidents, critical events, and community emergencies to provide on-scene leadership and coordination. A reliable and well-equipped vehicle is essential to ensure timely response and effective command oversight during these events. This investment directly supports the Department's ability to safeguard public safety, maintain operational efficiency, and preserve the longevity of our existing fleet.

Both vehicles address key operational priorities—school safety, officer readiness, and emergency response capability. These additions will not only enhance the Department's service to the community but also reflect a visible commitment to public safety and engagement. The investment aligns with the City's strategic goals of fostering community trust, ensuring reliable emergency response, and maintaining professional, well-equipped public safety operations.

Staff contacted multiple dealerships holding Arizona State Contracts for police vehicle procurement and located two (2) 2025 Ford F150 Police Responder Trucks available through San Tan Ford under State Contract CTR059323-3, Phase 2 Contract Pricing, at a total cost of \$109,906.64, including sales tax. Phase 2 Contract Pricing provides for a one (1) percent discount off of the MSRP. However, San Tan Ford is offering the Eloy Police Department an additional dealer incentive of approximately nine (9) percent below the MSRP, for a total discount of approximately ten (10) percent. An email from the government fleet sales representative with San Tan Ford explaining the additional discount is included.

### **FISCAL IMPACT:**

There will be no to minimal fiscal impact to the City's general fund or budget. The total cost associated with the purchase of both vehicles—including equipment, decals, and the custom school safety wrap—will be fully funded through dedicated funds allocated to the Eloy Police Department by local state representatives. These funds were specifically designated to support the operational and equipment needs of law enforcement. Utilizing this external funding ensures that the City benefits from enhanced public safety resources without diverting existing budgeted funds or impacting other municipal priorities. The Finance Department concurs this purchase complies with applicable City of Eloy Purchasing Guidelines.

### **Approved as to Form:**

A handwritten signature in blue ink, appearing to read "Stephen R. Cooper".



---

Stephen R. Cooper, City Attorney

**Prepared for: Tyler Gordon, City of Eloy PD**

Office: 520-632-0987 | Mobile: 520-343-1118

Email: [tgordon@eloyaz.gov](mailto:tgordon@eloyaz.gov)

End User FIN Code: QZ766

Ship to:

Tyler Gordon, City of Eloy PD

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**2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 520

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**Client Proposal**

Prepared by:

Joe Sanchez

Office: 480-621-3741

Email: [joesanchez@santanford.com](mailto:joesanchez@santanford.com)

Quote ID: 90525-3

Date: 09/05/2025



San Tan Ford | 1429 East Motorplex Loop, Gilbert, Arizona, 852970410



## Government Fleet Account Manager

Joe Sanchez (480) 621-3741

[joesanchez@santanford.com](mailto:joesanchez@santanford.com)

Department Fax (480) 621-3796

Date: September 5, 2025

Customer: City of Eloy Police

Line Item/State Contract #: W1P / CTR059323 Phase 2

Vehicle Description: 2025 Ford F150 Police Responder - Agate Black Metallic

with 3.5L EcoBoost V6 Engine

**Base Bid Price** \$56,035.00

Upgrade Options

|    |                                  |                     |
|----|----------------------------------|---------------------|
| 1  | Phase 2 Discount Pricing         | (5,604.00)          |
| 2  | Black Platform Running Boards    | Included in Pricing |
| 3  | Power Passenger Seat             | Included in Pricing |
| 4  | 18" Aluminum Wheels              | Included in Pricing |
| 5  | Remote Keyless Entry with 4 Keys | Included in Pricing |
| 6  | Rear Privacy Glass               | Included in Pricing |
| 7  | Window Tint                      | 300.00              |
| 8  |                                  |                     |
| 9  |                                  |                     |
| 10 |                                  |                     |
| 11 |                                  |                     |
| 12 |                                  |                     |
| 13 |                                  |                     |
| 14 |                                  |                     |
| 15 |                                  |                     |
| 16 |                                  |                     |
| 17 |                                  |                     |
| 18 |                                  |                     |
| 19 |                                  |                     |
| 20 |                                  |                     |
|    |                                  | <u>(\$5,304.00)</u> |

**Bid Price (with options)** **\$50,731.00**

**Number of Tires on Vehicle:** **5**

|                                   |            |
|-----------------------------------|------------|
| Tire Disposal Fee (\$2.33 / Tire) | \$11.65    |
| Sales Tax (8.30%)                 | \$4,210.67 |

**Ford Extended Service Plan**

Transportation Fee \_\_\_\_\_

**Total Delivered Price** **\$54,953.32** X2 = \$109,906.64

Notes:

Thank You,  
Joe

## Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

## As Configured Vehicle

| Code                         | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Base Vehicle</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| W1P                          | Base Vehicle Price (W1P)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>Packages</b>              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 150A                         | <b>Equipment Group 150A</b><br><i>Includes:</i> <ul style="list-style-type: none"><li>- Engine: 3.5L V6 EcoBoost<br/>120-MPH top speed.</li><li>- Transmission: Electronic 10-Speed Automatic<br/>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.</li><li>- Electronic Locking w/3.31 Axle Ratio</li><li>- GVWR: 7,075 lbs Payload Package</li><li>- Tires: LT265/70R18 BSW A/T</li><li>- HD Police-Grade Cloth 40/Blank/40 Front-Seats<br/>Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.</li><li>- Radio: AM/FM Stereo w/6 Speakers</li><li>- SYNC 4<br/>Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</li></ul> |
| <b>Powertrain</b>            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 998                          | <b>Engine: 3.5L V6 EcoBoost</b><br>120-MPH top speed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 44G                          | <b>Transmission: Electronic 10-Speed Automatic</b><br>Includes selectable drive modes: normal/tow-haul/snow-wet/EcoSelect/sport and SelectShift automatic with progressive range select.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| XL3                          | <b>Electronic Locking w/3.31 Axle Ratio</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| STDGV                        | <b>GVWR: 7,075 lbs Payload Package</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Wheels &amp; Tires</b>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| STDTR                        | <b>Tires: LT265/70R18 BSW A/T</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 64H                          | <b>Wheels: 18" Aluminum</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Seats &amp; Seat Trim</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| P                            | <b>HD Police-Grade Cloth 40/Blank/40 Front-Seats</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

**Prepared for: Tyler Gordon**

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

**2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)**

Price Level: 520 | Quote ID: 90525-3

**As Configured Vehicle (cont'd)**

| Code                  | Description                                                                                                                                                                                                                                                                                  |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                       | <i>Includes reduced bolsters, 8-way power driver/manual passenger, built-in steel intrusion plates in both front-seatbacks, center-section deleted (restraint control module cover provided) and vinyl rear bench.</i>                                                                       |
| 61P                   | 8-Way Power Passenger Seat                                                                                                                                                                                                                                                                   |
| <b>Other Options</b>  |                                                                                                                                                                                                                                                                                              |
| 145WB                 | 145" Wheelbase                                                                                                                                                                                                                                                                               |
| PAINT                 | Monotone Paint Application                                                                                                                                                                                                                                                                   |
| STDRD                 | Radio: AM/FM Stereo w/6 Speakers<br><i>Includes:<br/>- SYNC 4<br/>Includes 12" LCD capacitive touchscreen with swipe capability, AppLink with App catalog, 911 Assist, Apple CarPlay and Android Auto compatibility, digital owners manual and conversational voice command recognition.</i> |
| 18B                   | Black Platform Running Boards                                                                                                                                                                                                                                                                |
| 924                   | Rear Window Fixed Privacy Glass w/Defroster                                                                                                                                                                                                                                                  |
| 67P                   | Remote Keyless-Entry Key Fob w/o Key Pad<br><i>Less PATS. Includes 4-key fobs and perimeter anti-theft alarm. Note: Available with Keyed Alike. However, key fobs are not fobbed alike when ordered with Keyed Alike.</i>                                                                    |
| <b>Emissions</b>      |                                                                                                                                                                                                                                                                                              |
| 425                   | 50 State Emissions System                                                                                                                                                                                                                                                                    |
| <b>Exterior Color</b> |                                                                                                                                                                                                                                                                                              |
| UM_03                 | Agate Black Metallic                                                                                                                                                                                                                                                                         |
| <b>Interior Color</b> |                                                                                                                                                                                                                                                                                              |
| PB_02                 | Black w/HD Police-Grade Cloth 40/Blank/40 Front-Seats                                                                                                                                                                                                                                        |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Tyler Gordon

City of Eloy PD  
Prepared by: Joe Sanchez  
09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Pricing Summary - Single Vehicle

|                             |                               |  | MSRP        |
|-----------------------------|-------------------------------|--|-------------|
| <i>Vehicle Pricing</i>      |                               |  |             |
| Base Vehicle Price          |                               |  | \$52,350.00 |
| Options                     |                               |  | \$1,490.00  |
| Colors                      |                               |  | \$0.00      |
| Upfitting                   |                               |  | \$0.00      |
| Fleet Discount              |                               |  | \$0.00      |
| Fuel Charge                 |                               |  | \$0.00      |
| Destination Charge          |                               |  | \$2,195.00  |
| <b>Subtotal</b>             |                               |  | \$56,035.00 |
| <i>Pre-Tax Adjustments</i>  |                               |  |             |
| Code                        | Description                   |  | MSRP        |
| Discount                    | San Tan Ford Vehicle Discount |  | -\$5,604.00 |
| Tint                        | Window Tint                   |  | \$300.00    |
| <b>Subtotal</b>             |                               |  | \$50,731.00 |
| <i>Sales Taxes</i>          |                               |  |             |
| Code                        | Description                   |  | MSRP        |
| State Tax                   | Arizona State Sales Tax       |  | \$3,196.05  |
| City Tax 2                  | Gilbert Sales Tax             |  | \$1,014.62  |
| <b>Subtotal</b>             |                               |  | \$54,941.67 |
| <i>Post-Tax Adjustments</i> |                               |  |             |
| Code                        | Description                   |  | MSRP        |
| Tire Tax-2                  | Tire Tax                      |  | \$11.65     |
| \$2.33 per Tire             |                               |  |             |
| <b>Subtotal</b>             |                               |  | \$54,953.32 |
| <b>Total</b>                |                               |  | \$54,953.32 |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

## Pricing Summary - Single Vehicle

October 27, 2025

Customer Signature

Andrew Sutton, Mayor

Acceptance Date

Prepared for: Tyler Gordon

City of Eloy PD  
Prepared by: Joe Sanchez  
09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

|                             |                               | MSRP                |
|-----------------------------|-------------------------------|---------------------|
| <i>Vehicle Pricing</i>      |                               |                     |
| Base Vehicle Price          |                               | \$104,700.00        |
| Options                     |                               | \$2,980.00          |
| Colors                      |                               | \$0.00              |
| Upfitting                   |                               | \$0.00              |
| Fleet Discount              |                               | \$0.00              |
| Fuel Charge                 |                               | \$0.00              |
| Destination Charge          |                               | \$4,390.00          |
| <b>Subtotal</b>             |                               | <b>\$112,070.00</b> |
| <i>Pre-Tax Adjustments</i>  |                               |                     |
| <b>Code</b>                 | <b>Description</b>            | <b>MSRP</b>         |
| Discount                    | San Tan Ford Vehicle Discount | -\$11,208.00        |
| Tint                        | Window Tint                   | \$600.00            |
| <b>Subtotal</b>             |                               | <b>\$101,462.00</b> |
| <i>Sales Taxes</i>          |                               |                     |
| <b>Code</b>                 | <b>Description</b>            | <b>MSRP</b>         |
| State Tax                   | Arizona State Sales Tax       | \$6,392.11          |
| City Tax 2                  | Gilbert Sales Tax             | \$2,029.24          |
| <b>Subtotal</b>             |                               | <b>\$109,883.35</b> |
| <i>Post-Tax Adjustments</i> |                               |                     |
| <b>Code</b>                 | <b>Description</b>            | <b>MSRP</b>         |
| Tire Tax-2                  | Tire Tax                      | \$23.30             |
| \$2.33 per Tire             |                               |                     |
| <b>Subtotal</b>             |                               | <b>\$109,906.65</b> |
| <b>Total</b>                |                               | <b>\$109,906.65</b> |

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

## Pricing Summary - Multiple Vehicles

Customer Signature

Andrew Sutton, Mayor

October 27, 2025

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

# Selected Equip & Specs

## Dimensions

- Conventional Capacity: 10,400 lbs.
- Fifth-wheel towing capacity: 8,800 lbs.
- Front brake diameter: 13.8"
- Cargo box length: 66.0"
- Cargo box volume: 52.8 cu.ft.
- Cargo box max width: 65.2"
- Cargo box length feet: 5.5
- Vehicle body width: 79.9"
- Wheelbase: 145.0"
- Front track: 67.9"
- Frame section modulus: 5.2 cu.in.
- Front bumper to front axle: 37.6"
- Max interior rear cargo volume: 50.9 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 16,800 lbs.
- Gooseneck towing capacity: 8,800 lbs.
- Rear brake diameter: 13.8"
- Cargo box min width: 50.6"
- Pickup box depth: 21.4"
- Cargo box tailgate width: 60.3"
- Vehicle body length: 231.7"
- Vehicle body height: 77.2"
- Vehicle turning radius: 23.9'
- Rear track: 67.9"
- Frame yield strength (psi): 49300.0
- Interior rear cargo volume with seats folded: 50.9 cu.ft.
- Total passenger volume: 131.9 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 66.0"
- Hip room second-row: 62.6"

## Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 500 lb.-ft. @ 3100 RPM
- 10-speed automatic
- Four-wheel drive
- Easy Fuel capless fuel filler
- Electronic transfer case shift
- Auto locking hub control
- EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Horsepower: 400 HP @ 6000 RPM
- Radiator
- Automatic full-time 4WD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- Driver selectable rear locking differential

## Fuel Economy and Emissions

- Fuel economy (city/highway/combined): 17 mpg/23 mpg/19 mpg
- Fuel economy combined: 19 mpg
- Gasoline secondary fuel type
- Fuel economy city: 17 mpg
- Fuel economy highway: 23 mpg
- LEV3-ULEV70 emissions

## Suspension and Handling

- Off-road ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

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## Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

## Selected Equip & Specs (cont'd)

### Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill Descent Control
- Independent front suspension
- Heavy-duty front anti-roll bar
- Rigid axle rear suspension
- Speed sensitive power steering
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Hill Start Assist
- Double wishbone front suspension
- Front coil springs
- Leaf spring rear suspension
- Electric power-assist steering system
- 2-wheel steering system

### Body Exterior

- Trailer wiring harness
- \* **Running boards**
- Standard style pickup box
- Monotone paint
- Black door handles
- 2 front tow hooks
- Rear bumper step
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active grille shutters
- \* **18 x 8.5-inch front and rear silver aluminum wheels**
- Dynamic Hitch Assist vehicle to trailer hitching assist
- 4 doors
- Pickup bed-rail protectors
- Black side window trim
- Black front bumper
- Black rear bumper
- Black front bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Tailgate
- LT265/70RS18 AT BSW front and rear tires

### Convenience

- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) built-in virtual assistant
- \* **Keyfob activated door locks**
- Auto-locking doors
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Fixed rear windshield
- Standard glove box
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Power door locks with 2 stage unlocking
- \* **All-in-one remote fob and ignition key**
- Power tailgate/rear door lock
- Day/Night rearview mirror
- \* **Rear window defroster**
- Front beverage holders
- 6 beverage holders
- Rear door bins
- Instrument panel bin
- Retained accessory power

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## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

### Selected Equip & Specs (cont'd)

- Cabback insulator
- PRND in IP
- Over the air updates

### Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

### Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Power reclining driver seat
- Power driver seat fore/aft control
- \* **Power reclining passenger seat**
- \* **Power passenger seat fore/aft control**
- Fixed rear seats
- Split-bench rear seat
- \* **Front passenger seat with 2-way power lumbar**
- 40-40 bucket front seat
- \* **Front passenger seat with 8-way directional controls**
- Manual front seat head restraint control
- Power height adjustable driver seat
- Power driver seat cushion tilt
- \* **Power height adjustable control passenger seat**
- \* **Power passenger seat cushion tilt**
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Cloth front seat upholstery

### Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- SYNC 4 external memory control
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Radio data system (RDS)
- Internet radio capability
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Bluetooth wireless audio streaming

### Lighting, Visibility and Instrumentation

- Analog instrumentation display
- Digital clock
- Exterior temperature display
- Tachometer
- Trip odometer
- Compass
- Redundant digital speedometer
- Oil pressure gauge

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Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.00
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Variable instrument panel light
- Daytime running lights
- Fade interior courtesy lights
- Voltmeter
- Engine hour meter
- \* **Deep tinted windows**
- LED low and high beam headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Ambient lighting
- High mounted center stop light
- Pickup box cargo light

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring
- 1 USB port
- SYNC 4 handsfree wireless device connectivity
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Security system
- Ford Co-Pilot360 - Lane-Keeping Assist
- Automatic Emergency Braking forward collision mitigation
- Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection
- AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- Fleet Telematics Modem vehicle tracker
- \* **Remote panic alarm**
- BLIS with Trailer Tow Coverage blind spot warning
- Ford Co-Pilot360 - Reverse Brake Assist collision mitigation
- Ford Co-Pilot360 - Reverse Camera rear mounted camera
- Reverse Sensing System rear parking sensors

Dimensions

General Weights

|             |            |                  |            |
|-------------|------------|------------------|------------|
| Curb weight | 5,051 lbs. | Rear curb weight | 2,108 lbs. |
| GVWR        | 7,075 lbs. | Payload          | 1,965 lbs. |

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Selected Equip & Specs (cont'd)

Trailering Weights

|                             |             |                           |             |
|-----------------------------|-------------|---------------------------|-------------|
| Fifth-wheel towing capacity | 8,800 lbs.  | Gooseneck towing capacity | 8,800 lbs.  |
| Conventional capacity       | 10,400 lbs. | GCWR                      | 16,800 lbs. |

Front Weights

|                            |            |                     |            |
|----------------------------|------------|---------------------|------------|
| Front curb weight          | 2,943 lbs. | GAWR front          | 3,525 lbs. |
| Axle capacity front        | 4,050 lbs. | Spring rating front | 3,525 lbs. |
| *Tire/wheel capacity front | 4,200 lbs. |                     |            |

Rear Weights

|                    |            |                           |            |
|--------------------|------------|---------------------------|------------|
| GAWR rear          | 3,800 lbs. | Axle capacity rear        | 3,800 lbs. |
| Spring rating rear | 3,800 lbs. | *Tire/wheel capacity rear | 4,800 lbs. |

Off Road

|                      |      |                      |        |
|----------------------|------|----------------------|--------|
| Min ground clearance | 9.4" | Loading floor height | 34.9 " |
|----------------------|------|----------------------|--------|

Exterior Measurements

|                            |             |                            |         |
|----------------------------|-------------|----------------------------|---------|
| Vehicle body length        | 231.7"      | Vehicle body width         | 79.9"   |
| Vehicle body height        | 77.2"       | Wheelbase                  | 145.0"  |
| Front brake diameter       | 13.8"       | Cargo box length           | 66.0"   |
| Rear brake diameter        | 13.8"       | Cargo box min width        | 50.6"   |
| Cargo box volume           | 52.8 cu.ft. | Pickup box depth           | 21.4"   |
| Cargo box max width        | 65.2"       | Cargo box tailgate width   | 60.3"   |
| Cargo box length feet      | 5.5         | Front track                | 67.9"   |
| Rear track                 | 67.9"       | Vehicle turning radius     | 23.9'   |
| Frame section modulus      | 5.2 cu.in.  | Frame yield strength (psi) | 49300.0 |
| Front bumper to front axle | 37.6"       |                            |         |

Interior Measurements

|                                |             |                                              |             |
|--------------------------------|-------------|----------------------------------------------|-------------|
| Max interior rear cargo volume | 50.9 cu.ft. | Interior rear cargo volume with seats folded | 50.9 cu.ft. |
|--------------------------------|-------------|----------------------------------------------|-------------|

Interior Volume

|                        |              |
|------------------------|--------------|
| Total passenger volume | 131.9 cu.ft. |
|------------------------|--------------|

Headroom

|                    |       |                     |       |
|--------------------|-------|---------------------|-------|
| Headroom first-row | 40.8" | Headroom second-row | 40.4" |
|--------------------|-------|---------------------|-------|

Legroom

|                    |       |                     |       |
|--------------------|-------|---------------------|-------|
| Leg room first-row | 43.9" | Leg room second-row | 43.6" |
|--------------------|-------|---------------------|-------|

Shoulder Room

|                         |       |                          |       |
|-------------------------|-------|--------------------------|-------|
| Shoulder room first-row | 66.7" | Shoulder room second-row | 66.0" |
|-------------------------|-------|--------------------------|-------|

Hip Room

|                    |       |                     |       |
|--------------------|-------|---------------------|-------|
| Hip room first-row | 62.5" | Hip room second-row | 62.6" |
|--------------------|-------|---------------------|-------|

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

Powertrain

Engine

|                       |                                                                                                      |                           |                             |
|-----------------------|------------------------------------------------------------------------------------------------------|---------------------------|-----------------------------|
| Engine                | EcoBoost 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP | Valves per cylinder       | 4                           |
| Engine cylinders      | V-6                                                                                                  | Engine location           | Front mounted engine        |
| Ignition              | Spark ignition system                                                                                | Engine mounting direction | Longitudinal mounted engine |
| Engine block material | Aluminum engine block                                                                                | Cylinder head material    | Aluminum cylinder head      |

Engine Specs

|                   |       |          |                   |
|-------------------|-------|----------|-------------------|
| Displacement      | 3.5L  | cc       | 213.3 cu.in.      |
| Bore              | 3.64" | Stroke   | 3.41"             |
| Compression ratio | 10.5  | SAEJ1349 | AUG2004 compliant |

Engine Power

|            |                 |        |                      |
|------------|-----------------|--------|----------------------|
| Horsepower | 400 HP@6000 RPM | Torque | 500 lb.-ft.@3100 RPM |
|------------|-----------------|--------|----------------------|

Alternator

|                 |      |                 |                       |
|-----------------|------|-----------------|-----------------------|
| Alternator amps | 240A | Alternator type | Heavy-duty alternator |
|-----------------|------|-----------------|-----------------------|

Battery

|                |        |                             |                             |
|----------------|--------|-----------------------------|-----------------------------|
| Battery amps   | 80Ah   | Battery type                | HD lead acid battery        |
| Battery rating | 800CCA | Battery run down protection | Battery run down protection |

Engine Extras

|          |          |
|----------|----------|
| Radiator | Radiator |
|----------|----------|

Transmission

|                          |                                      |                                 |                                 |
|--------------------------|--------------------------------------|---------------------------------|---------------------------------|
| Transmission             | 10-speed automatic                   | Transmission electronic control | Transmission electronic control |
| Overdrive transmission   | Overdrive transmission               | Lock-up transmission            | Lock-up transmission            |
| First gear ratio         | 4.696                                | Second gear ratio               | 2.985                           |
| Third gear ratio         | 2.146                                | Fourth gear ratio               | 1.769                           |
| Fifth gear ratio         | 1.52                                 | Sixth gear ratio                | 1.275                           |
| Reverse gear ratio       | 4.866                                | Seventh gear ratio              | 1                               |
| Eighth gear ratio        | 0.854                                | Ninth gear ratio                | 0.689                           |
| Tenth gear ratio         | 0.636                                | Selectable mode transmission    | Selectable mode transmission    |
| Sequential shift control | SelectShift Sequential shift control |                                 |                                 |

Drive Type

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

|                      |                                              |                           |                                             |
|----------------------|----------------------------------------------|---------------------------|---------------------------------------------|
| 4WD type             | Automatic full-time 4WD                      | Drive type                | Four-wheel drive                            |
| <i>Drivetrain</i>    |                                              |                           |                                             |
| Axle ratio           | 3.31                                         |                           |                                             |
| <i>Exhaust</i>       |                                              |                           |                                             |
| Tailpipe             | Stainless steel single exhaust               |                           |                                             |
| <i>Fuel</i>          |                                              |                           |                                             |
| Fuel type            | regular unleaded                             |                           |                                             |
| <i>Fuel Tank</i>     |                                              |                           |                                             |
| Capless fuel filler  | Easy Fuel capless fuel filler                | Fuel tank capacity        | 25.99 gal.                                  |
| <i>Drive Feature</i> |                                              |                           |                                             |
| Traction control     | All-speed ABS and driveline traction control | Locking hub control       | Auto locking hub control                    |
| Transfer case        | Electronic transfer case shift               | Rear locking differential | Driver selectable rear locking differential |
| <i>Provisions</i>    |                                              |                           |                                             |
| Provisions           | Police/fire provisions                       |                           |                                             |

Fuel Economy and Emissions

|                                        |                              |                                                                  |                                   |
|----------------------------------------|------------------------------|------------------------------------------------------------------|-----------------------------------|
| <i>Fuel Economy</i>                    |                              |                                                                  |                                   |
| Secondary fuel type                    | Gasoline secondary fuel type | Fuel economy combined                                            | 19 mpg                            |
| Fuel economy city                      | 17 mpg                       | Fuel economy highway                                             | 23 mpg                            |
| Fuel economy (city/highway/combined)   | 17 mpg/23 mpg/19 mpg         | Fuel economy status                                              | Previous year fuel economy status |
| <i>Emissions</i>                       |                              |                                                                  |                                   |
| Emissions                              | LEV3-ULEV70 emissions        | Emissions tiers                                                  | Tier 3 Bin 70 emissions           |
| <i>Green Values</i>                    |                              |                                                                  |                                   |
| Energy Impact Score (Barrels per year) | 17.3                         | Carbon FP / Tailpipe and upstream total GHG (CO2, tons per year) | 9.3                               |

Suspension and Handling

|                      |                                 |                       |                                  |
|----------------------|---------------------------------|-----------------------|----------------------------------|
| <i>Suspension</i>    |                                 |                       |                                  |
| Suspension           | Off-road ride suspension        | Front shock absorbers | Heavy-duty front shock absorbers |
| Rear shock absorbers | Heavy-duty rear shock absorbers |                       |                                  |

Driveability

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## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

### Selected Equip & Specs (cont'd)

#### Brakes

Brake type ..... 4-wheel disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

Electronic parking brake ..... Electronic parking brake

Post collision braking system ..... Post Collision Braking automatic post-collision braking system

#### Brake Assistance

Hill start assist ..... Hill Start Assist

Brake assist system ..... Brake assist system

Hill control ..... Hill Descent Control

#### Front Suspension

Front anti-roll ..... Heavy-duty front anti-roll bar

Suspension type front ..... Double wishbone front suspension

Suspension ride type front ..... Independent front suspension

#### Front Spring

Regular front springs ..... Regular front springs

Springs front ..... Front coil springs

#### Rear Spring

Springs rear ..... Rear leaf springs

Rear springs ..... Regular grade rear springs

#### Rear Suspension

Suspension type rear ..... Leaf spring rear suspension

Suspension ride type rear ..... Rigid axle rear suspension

#### Steering

Steering ..... Electric power-assist steering system

Speed sensitive steering ..... Speed sensitive power steering

Steering type ..... Rack-pinion steering

Steering type number of wheels ..... 2-wheel steering system

### Exterior

#### Front Wheels

Front wheels diameter ..... 18"

Front wheels width ..... 8.5"

#### Rear Wheels

Rear wheels diameter ..... 18"

Rear wheels width ..... 8.5"

#### Front And Rear Wheels

\* Appearance ..... silver

\* Material ..... aluminum

#### Front Tires

Aspect ..... 70

Sidewalls ..... BSW

Tread ..... AT

Diameter ..... 18"

Speed ..... S

Type ..... LT

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## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

### Selected Equip & Specs (cont'd)

Width ..... 265mm

#### Rear Tires

Aspect ..... 70

Sidewalls ..... BSW

Tread ..... AT

Width ..... 265mm

Diameter ..... 18"

Speed ..... S

Type ..... LT

### Body Exterior

#### Trailer

Towing class ..... Class IV tow rating

Towing wiring harness ..... Trailer wiring harness

Towing hitch ..... Trailer hitch

Towing trailer sway ..... Trailer sway control

#### Exterior Features

Box style ..... Standard style pickup box

**\*Running boards** ..... **Running boards**

Number of doors ..... 4 doors

Skid plate ..... 3 underbody skid plates

#### Body

Body panels ..... Aluminum body panels with side impact beams

#### Spare Tire

Spare tire ..... Full-size spare tire with steel wheel

Spare tire location ..... Crank-down spare tire

#### Tires

Front tires LT load rating ..... C

Rear tires LT load rating ..... C

### Convenience

#### Technology

Built-in virtual assistant SYNC 4 with Enhanced Voice

Recognition (Alexa-Built-In) built-in virtual assistant

#### Door Locks

Door locks ..... Power door locks with 2 stage unlocking

**\*All-in-one key** ..... **All-in-one remote fob and ignition key**

Tailgate control ..... Power tailgate/rear door lock

**\*Keyfob door locks** ..... **Keyfob activated door locks**

Auto door locks ..... Auto-locking doors

#### Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

#### Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

Exterior Mirrors

Door mirrors ..... Power door mirrors      Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Mini overhead console      Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

\* Rear window defroster ..... Rear window defroster      Rear windshield ..... Fixed rear windshield

Storage

Door bins front ..... Driver and passenger door bins      Door bins rear ..... Rear door bins  
Number of beverage holders ..... 6 beverage holders      Beverage holders ..... Front beverage holders  
Beverage holders rear ..... Rear beverage holders      Glove box ..... Standard glove box  
Instrument panel storage ..... Instrument panel bin      Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows      One-touch down window .. Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows .... Power second-row windows

Miscellaneous

Cabback insulator ..... Cabback insulator      PRND in IP ..... PRND in IP  
Accessory power ..... Retained accessory power      Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control      Cabin air filter ..... Cabin air filter  
Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material      Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering      Floor coverage ..... Full floor coverage

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2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery  
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel  
Steering wheel telescopic. Manual telescopic steering wheel  
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity ..... 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls  
Driver seat fore/aft control ... Power driver seat fore/aft control  
\* Passenger seat direction ... Front passenger seat with 8-way directional controls  
\* Reclining passenger seat ..... Power reclining passenger seat  
\* Passenger seat fore/aft control ... Power passenger seat fore/aft control  
Front head restraints ..... Height adjustable front seat head restraints  
Reclining driver seat ..... Power reclining driver seat  
Height adjustable driver seat. Power height adjustable driver seat  
Driver seat cushion tilt ... Power driver seat cushion tilt  
Split front seats ..... 40-40 bucket front seat  
\* Height adjustable passenger seat ... Power height adjustable control passenger seat  
\* Passenger seat cushion tilt Power passenger seat cushion tilt  
Front head restraint control ... Manual front seat head restraint control

Rear Seats

Bench seats ..... Split-bench rear seat  
Folding second-row seats ..... 60-40 folding rear seats  
Rear seat folding position... Fold-up rear seat cushion  
Rear seats fixed or removable ..... Fixed rear seats  
Rear seat direction ..... Front facing rear seat  
Rear head restraints Height adjustable rear seat head restraints  
Rear head restraint control ... Manual rear seat head restraint control  
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ... Driver seat with 2-way power lumbar  
\* Front passenger lumbar ..... Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery ..... Cloth front seat upholstery  
Front seatback upholstery ..... Cloth front seatback upholstery

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Prepared for: Tyler Gordon

City of Eloy PD  
Prepared by: Joe Sanchez  
09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material .... Urethane gear shifter material

Entertainment Features

Displays

|                                   |                             |                                                                 |
|-----------------------------------|-----------------------------|-----------------------------------------------------------------|
| Primary touchscreen display ..... | Primary touchscreen display | Number of first-row displays 2 total number of 1st row displays |
| Primary display size .....        | 12 inch primary display     |                                                                 |

Radio Features

|                       |                                |                                 |                           |
|-----------------------|--------------------------------|---------------------------------|---------------------------|
| External memory ..... | SYNC 4 external memory control | Seek scan .....                 | Seek scan                 |
| RDS .....             | Radio data system (RDS)        | Internet radio capability ..... | Internet radio capability |

Speakers

|                |                         |                       |   |
|----------------|-------------------------|-----------------------|---|
| Speakers ..... | Standard grade speakers | Speakers number ..... | 6 |
|----------------|-------------------------|-----------------------|---|

Audio Features

|                                      |                                       |                              |                                    |
|--------------------------------------|---------------------------------------|------------------------------|------------------------------------|
| Steering mounted audio control ..... | Steering wheel mounted audio controls | Speed sensitive volume ..... | Speed sensitive volume             |
| Voice activated audio ..             | SYNC 4 voice activated audio controls | Wireless streaming .....     | Bluetooth wireless audio streaming |

Lighting, Visibility and Instrumentation

Instrumentation

|                     |               |                               |                                |
|---------------------|---------------|-------------------------------|--------------------------------|
| Trip odometer ..... | Trip odometer | Instrumentation display ..... | Analog instrumentation display |
|---------------------|---------------|-------------------------------|--------------------------------|

Instrumentation Displays

|                   |                               |                           |                              |
|-------------------|-------------------------------|---------------------------|------------------------------|
| Speedometer ..... | Redundant digital speedometer | Temperature display ..... | Exterior temperature display |
| Clock .....       | Digital clock                 | Compass .....             | Compass                      |

Instrumentation Gauges

|                                               |                                         |                                           |                    |
|-----------------------------------------------|-----------------------------------------|-------------------------------------------|--------------------|
| Tachometer .....                              | Tachometer                              | Oil pressure gauge .....                  | Oil pressure gauge |
| Transmission temperature gauge ..             | Transmission fluid temperature gauge    | Voltmeter .....                           | Voltmeter          |
| Engine/electric motor temperature gauge ..... | Engine/electric motor temperature gauge | Gauge cluster display size (inches) ..... | 4.00               |
| Engine hour meter .....                       | Engine hour meter                       |                                           |                    |

Instrumentation Warnings

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

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Price Level: 520 | Quote ID: 90525-3

Selected Equip & Specs (cont'd)

|                                  |                            |                                 |                                        |
|----------------------------------|----------------------------|---------------------------------|----------------------------------------|
| Engine temperature warning ..... | Engine temperature warning | Oil pressure warning .....      | Oil pressure warning                   |
| Low fuel warning .....           | Low fuel warning           | Low brake fluid warning .....   | Low brake fluid warning                |
| Battery charge warning .....     | Battery charge warning     | Headlights on reminder .....    | Headlights on reminder                 |
| Key in vehicle warning .....     | Key in vehicle warning     | Door ajar warning .....         | Door ajar warning                      |
| Service interval warning .....   | Service interval indicator | Low tire pressure warning ..... | Tire specific low air pressure warning |

Glass

\*Tinted windows ..... Deep tinted windows

Headlights

|                            |                                                           |                              |                              |
|----------------------------|-----------------------------------------------------------|------------------------------|------------------------------|
| Headlights .....           | LED low and high beam headlights                          | Headlight type .....         | Reflector headlights         |
| Auto headlights .....      | Ford Co-Pilot360 - Autolamp auto on/off headlight control | Multiple headlights .....    | Multiple enclosed headlights |
| Delay off headlights ..... | Delay-off headlights                                      | DRL preference setting ..... | DRL preference setting       |

Front Windshield

Wipers... Variable intermittent front windshield wipers

Interior Lighting

|                         |                   |                          |                                 |
|-------------------------|-------------------|--------------------------|---------------------------------|
| Illuminated entry ..... | Illuminated entry | Variable panel light.... | Variable instrument panel light |
| Ambient lighting .....  | Ambient lighting  |                          |                                 |

Lights

|                             |                                |                               |                               |
|-----------------------------|--------------------------------|-------------------------------|-------------------------------|
| Running lights .....        | Daytime running lights         | Interior courtesy lights .... | Fade interior courtesy lights |
| High mount stop light ..... | High mounted center stop light | Pickup box cargo light.....   | Pickup box cargo light        |

Technology and Telematics

Connectivity

|                                                                        |                                               |                               |                                                                           |
|------------------------------------------------------------------------|-----------------------------------------------|-------------------------------|---------------------------------------------------------------------------|
| Handsfree .....                                                        | SYNC 4 handsfree wireless device connectivity | Smart device integration..... | SYNC 4 AppLink/Apple CarPlay/Android Auto smart device wireless mirroring |
| Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device |                                               |                               |                                                                           |

Internet Access

Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ..... 1 USB port

Safety and Security

Airbags

|                                                          |                         |           |
|----------------------------------------------------------|-------------------------|-----------|
| Front impact airbag driver... Driver front impact airbag | Number of airbags ..... | 6 airbags |
|----------------------------------------------------------|-------------------------|-----------|

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

## Prepared for: Tyler Gordon

City of Eloy PD

Prepared by: Joe Sanchez

09/05/2025

San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410



## 2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

### Selected Equip & Specs (cont'd)

Front impact airbag passenger ..... Passenger front impact airbag

Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag

Overhead airbags Safety Canopy System curtain first and second-row overhead airbags

Front side impact airbag driver ..... Seat mounted side impact driver airbag

Occupancy sensor ..... Airbag occupancy sensor

#### Seatbelts

3-point seatbelt ..... Rear seat center 3-point seatbelt

Seatbelt pretensioners ..... Front seatbelt pretensioners

Height adjustable seatbelts ..... Front height adjustable seatbelts

Seatbelt pretensioners number ..... 2 seatbelt pretensioners

#### Security System

\* Remote panic alarm ..... Remote panic alarm

Security system ..... Security system

Vehicle tracker ..... Fleet Telematics Modem vehicle tracker

#### Active Driving Assistance

Lane departure ..... Ford Co-Pilot360 - Lane-Keeping Assist

Forward collision warning ..... Automatic Emergency Braking forward collision mitigation

Pedestrian detection Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection

Blind spot BLIS with Trailer Tow Coverage blind spot warning

Rear collision warning ..... Ford Co-Pilot360 - Reverse Brake Assist collision mitigation

#### Cameras

Rear camera ..... Ford Co-Pilot360 - Reverse Camera rear mounted camera

#### Traction Control

Electronic stability control ..... AdvanceTrac w/Roll Stability Control electronic stability control system with anti-rollover

#### Parking Sensors

Parking sensors ..... Reverse Sensing System rear parking sensors

#### Occupant Safety

Child door locks ..... Manual rear child safety door locks

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City of Eloy PD  
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09/05/2025



San Tan Ford | 1429 East Motorplex Loop Gilbert Arizona | 852970410

2025 F-150 Police Responder 4x4 5.5' box 145" WB XL (W1P)

Price Level: 520 | Quote ID: 90525-3

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/100,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



**From:** [Tyler Gordon](#)  
**To:** [Brian Jerome](#)  
**Subject:** Fwd: 2025 Ford F150 Police Responder Pricing  
**Date:** Tuesday, October 14, 2025 10:01:44 AM  
**Attachments:** [image001.png](#)  
[2025 F150 Police Responder x2 9-5-25.pdf](#)

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Sent from my iPhone

Begin forwarded message:

**From:** Joe Sanchez <[JoeSanchez@santanford.com](mailto:JoeSanchez@santanford.com)>  
**Date:** October 14, 2025 at 9:54:43 AM MST  
**To:** Tyler Gordon <[TGordon@eloyaz.gov](mailto:TGordon@eloyaz.gov)>  
**Subject:** 2025 Ford F150 Police Responder Pricing

**CAUTION:** This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Corporal Gordon,

I just wanted to expand on the pricing that I provided to you on the quotes for these 2 units. The Phase 2 State Contract pricing for the F150 is indeed 1% from the MSRP shown on the quote. Since the truck quoted is a 2025 model, I really need to sell off of these units as the new 2026 model year trucks will be rolling in within the next few months. We are offering a larger discount (10%) from the MSRP as a one time offer. Please let me know if you need any further clarification from me.

Thank you again for the opportunity!

Joe Sanchez  
Government Fleet Director  
480-621-3741 – Office  
602-826-9494 – Cell

## Offer Response Form for New Vehicle Purchases Revision Two (2)

*Please respond to the following items according to the instructions below. Each response should demonstrate the Offeror's ability to satisfy the Specifications requirements. **Failure to respond may negatively impact the option to award.***

**1.1.** The Contractor shall provide the goods/services described in any or all of the contract categories. Indicate the categories that apply to your offer:

- ☒ **Category One: Phase One (1) Vehicle Purchases**
- ☒ **Category Two: Phase Two (2) Vehicle Purchases**
- ☒ **Category Three: FTA Funded Vehicles**

**1.2 PHASE ONE (1) Pricing for New Vehicle Purchases: Price List:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

| <b>Phase One (1) Manufacture/Category<br/>(i.e. Silverado, F150, RAM 1500, Focus,<br/>Cruze, Dart etc.) Per Minimum<br/>Specifications</b> | <b>Percentage (%) Off of<br/>Manufacture Retail Price<br/>(MSRP)</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|
| Ford Mustang                                                                                                                               | 11%                                                                  |
| Ford Mustang Mach-e                                                                                                                        | -1%                                                                  |
| Ford EcoSport                                                                                                                              | 8%                                                                   |
| Ford Escape                                                                                                                                | 9%                                                                   |
| Ford Edge                                                                                                                                  | 13%                                                                  |
| Ford Explorer                                                                                                                              | 11%                                                                  |
| Ford Expedition                                                                                                                            | 13%                                                                  |
| Ford Bronco Sport                                                                                                                          | 10%                                                                  |
| Ford Bronco                                                                                                                                | 8%                                                                   |
| Ford Maverick                                                                                                                              | 6%                                                                   |
| Ford Ranger                                                                                                                                | 14%                                                                  |
| Ford F150                                                                                                                                  | 11%                                                                  |
| Ford F-Super Duty                                                                                                                          | 12%                                                                  |

## Offer Response Form for New Vehicle Purchases Revision Two (2)

|                      |     |
|----------------------|-----|
| Ford Transit Connect | 11% |
| Ford Transit         | 9%  |

**1.3 PHASE TWO (2) Pricing for New Vehicle Purchases:** (Any manufacturer available by Offeror shall be written in below which includes all optional equipment) Price shall be a fixed percentage off MSRP. The detailed price list for each available model will be sent to the Procurement Officer as they become available during the contract term. If multiple level discounts apply for that specific category, you may provide the minimum percentage. *Detailed price lists will not be required at the time of Proposal submittal.* Do not provide pricing on any other format other than what is provided below:

| Phase One (1) Manufacture/Category<br>(i.e. Silverado, F150, RAM 1500, Focus,<br>Cruze, Dart etc.) Per Minimum<br>Specifications | Percentage (%) Off of<br>Manufacture Retail Price<br>(MSRP) |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Ford Mustang                                                                                                                     | 2%                                                          |
| Ford Mustang Mach-e                                                                                                              | -5%                                                         |
| Ford EcoSport                                                                                                                    | 3%                                                          |
| Ford Escape                                                                                                                      | 3%                                                          |
| Ford Edge                                                                                                                        | 4%                                                          |
| Ford Explorer                                                                                                                    | 3%                                                          |
| Ford Expedition                                                                                                                  | 4%                                                          |
| Ford Bronco Sport                                                                                                                | 3%                                                          |
| Ford Bronco                                                                                                                      | 2%                                                          |
| Ford Maverick                                                                                                                    | 3%                                                          |
| Ford Ranger                                                                                                                      | 8%                                                          |
| Ford F150                                                                                                                        | 1%                                                          |
| Ford F-Super Duty                                                                                                                | 8%                                                          |
| Ford Transit Connect                                                                                                             | 7%                                                          |
| Ford Transit                                                                                                                     | 5%                                                          |

## Offer Response Form for New Vehicle Purchases Revision Two (2)

|  |  |
|--|--|
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

## Offer Response Form for New Vehicle Purchases Revision Two (2)

**1.4 Delivery Fees:** If the contractor offers delivery for the following counties, they must indicate and include any delivery fee associated with those areas as applicable.

| County                                       | Delivery Fee \$ | County                                       | Delivery Fee \$ | County                                         | Delivery Fee \$ |
|----------------------------------------------|-----------------|----------------------------------------------|-----------------|------------------------------------------------|-----------------|
| <input checked="" type="checkbox"/> Apache   | \$300           | <input checked="" type="checkbox"/> Greenlee | \$300           | <input checked="" type="checkbox"/> Pima       | \$250           |
| <input checked="" type="checkbox"/> Cochise  | \$300           | <input checked="" type="checkbox"/> La Paz   | \$300           | <input checked="" type="checkbox"/> Pinal      | \$0             |
| <input checked="" type="checkbox"/> Coconino | \$250           | <input checked="" type="checkbox"/> Maricopa | \$0             | <input checked="" type="checkbox"/> Santa Cruz | \$300           |
| <input checked="" type="checkbox"/> Gila     | \$0             | <input checked="" type="checkbox"/> Mohave   | \$350           | <input checked="" type="checkbox"/> Yavapai    | \$150           |
| <input checked="" type="checkbox"/> Graham   | \$250           | <input checked="" type="checkbox"/> Navajo   | \$250           | <input checked="" type="checkbox"/> Yuma       | \$300           |

**1.5 Evaluation Pricing:** The Contractor shall submit pricing for the following Vehicles. The vehicles listed which is representative of the scope of work that will be performed under this Contract, and therefore constitutes a fair method for determining price fair and reasonable:

**1.5.1 Phase One (1) Evaluation Pricing:**

| <u>Estimated Usage Quantity</u> | <u>PHASE ONE (1) Base Model Vehicle</u>                                       | <u>Base Price for Phase One (1)</u> | <u>Additional Information</u> |
|---------------------------------|-------------------------------------------------------------------------------|-------------------------------------|-------------------------------|
| 75                              | Sports Utility Vehicle (SUV) ( <i>base model</i> ) Per Minimum Specifications | \$22,746.00                         |                               |
| 25                              | One (1) Ton Cargo Van ( <i>base model</i> ) Per Minimum Specifications        | \$35,158.00                         |                               |
| 50                              | 1/2 Ton Truck Regular Cab ( <i>base model</i> ) Per Minimum Specifications    | \$27,723.00                         |                               |

## Offer Response Form for New Vehicle Purchases Revision Two (2)

### 1.5.2. Phase Two (2) Evaluation Pricing:

| <u>Estimated Usage<br/>Quantity</u> | <u>PHASE TWO (2) Base Model<br/>Vehicle</u>                                   | <u>Base Price for<br/>Phase TWO (2)</u> | <u>Additional Information</u> |
|-------------------------------------|-------------------------------------------------------------------------------|-----------------------------------------|-------------------------------|
| 25                                  | Sports Utility Vehicle (SUV) ( <i>base model</i> ) Per Minimum Specifications | \$25,415.00                             |                               |
| 15                                  | One (1) Ton Cargo Van ( <i>base model</i> ) Per Minimum Specifications        | \$39,890.00                             |                               |
| 25                                  | 1/2 Ton Truck Regular Cab ( <i>base model</i> ) Per Minimum Specifications    | \$31,702.00                             |                               |



ARIZONA DEPARTMENT OF TRANSPORTATION  
1655 W. Jackson Street, MD 100P  
Phoenix, AZ 85007

## Contract Amendment Summary

|                                                        |                                 |
|--------------------------------------------------------|---------------------------------|
| <b>CONTRACTOR: San Tan Auto Partners</b>               | <b>AMENDMENT NO.: Three (3)</b> |
| <b>DESCRIPTION: CTR059323 - New Vehicles Purchases</b> |                                 |

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment Three (3) to mutually extend this contract from March 17, 2025 through March 16, 2026 unless terminated, canceled or extended as otherwise provided in the contract.
2. All other terms, conditions and provisions of this contract remain unchanged.

# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.F.**

Date: **10/27/2025**

**Date submitted:**  
10/02/2025

**Action:** Formal

**Subject:** The City Council authorizes and approves the acceptance of a sole-source vendor proposal from Axon Enterprise, Inc., to replace Eloy Police Department's body-worn camera system, associated software, licensing, AI-assisted report writing, and cloud-based evidence storage, at a cost not to exceed \$546,895.98, and authorize the Mayor or designee to sign all necessary documents to execute the agreement. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council.

**TO:** Mayor and City Council

**FROM:** Brian Jerome, Captain

### **RECOMMENDATION:**

Council authorize acceptance of a sole-source vendor proposal from Axon Enterprise, Inc., to replace Eloy Police Department's body-worn camera system, associated software, licensing, AI-assisted report writing, and cloud-based evidence storage, at a cost not to exceed \$546,895.98, and authorize the Mayor or designee to sign all necessary documents to execute the agreement.

### **DISCUSSION:**

The Eloy Police Department (EPD) seeks approval to accept a sole-source vendor proposal from Axon Enterprise, Inc., for thirty-five (35) Axon Body 4 cameras and a fully integrated digital evidence management and AI-assisted documentation suite. This proposal replaces the Department's aging Axon Body 3 systems, now approaching end-of-life, and ensures seamless interoperability with [Evidence.com](https://evidence.com), the Department's CJIS-compliant cloud platform that already stores thousands of photographs, video files, and evidentiary records. The Eloy Police Department has utilized Axon products for more than ten (10) years. The current Axon Body 3 systems were purchased in approximately 2016 and later refreshed in approximately 2021.



## **Community Expectation and Operational Need**

Body-worn cameras are now a community expectation and operational necessity for modern law-enforcement agencies. EPD requires all sworn officers engaged in field activities to wear BWCs to document arrests, detentions, investigations, and use-of-force incidents.

Body-camera footage has repeatedly proven vital in:

- Documenting officer-citizen interactions and traffic stops.
- Reviewing use-of-force incidents.
- Investigating and resolving citizen complaints.
- Supporting training, supervision, and courtroom testimony.
- Demonstrating transparency and accountability during officer-involved shooting investigations.

Two previous Eloy PD critical incidents were resolved with the aid of BWC footage that provided critical video evidence of the events.

## **System Overview and Program Components**

This proposal includes:

- 35 Axon Body 4 Cameras **with five-year TAP (Total Assurance Plan) warranties and mid-term/end-term refreshes (June 2028 and December 2030).**
- Axon Draft One Ai-assisted report writing software.
- Unlimited Auto-Transcribing of BWC audio.
- Axon [Evidence.com](https://evidence.com) Pro Licenses for all staff.
- Unlimited Cloud Storage, Auto-Tagging, and Collaboration Tools.

This program covers all hardware, software, warranties, and maintenance, ensuring predictable long-term costs and uninterrupted service continuity for the Eloy Police Department's Body-Worn Camera (BWC) program over the next five (5) years.

## **Sole Source Vendor Justification**

### **1. Vendor Exclusivity and Integration**

Axon Enterprise, Inc., is the sole manufacturer and authorized provider of Axon Body-series cameras and the [Evidence.com](https://evidence.com) ecosystem. No other vendor provides cameras that natively integrate with EPD's existing Axon [Evidence.com](https://evidence.com) repository. Migrating to a different platform would require duplicate servers, middleware, and training programs, increasing total cost of ownership and jeopardizing chain-of-custody integrity for digital evidence.

### **2. Evidence Continuity and Data Security**

The Department's entire digital evidence inventory is maintained in Axon [Evidence.com](#). Transitioning away from this platform would necessitate a costly and risky data migration involving thousands of files and extensive re-indexing of cases. Axon's proprietary encryption, audit trail, and retention policy automation meet CJIS and Arizona Rules of Evidence standards. Any alternate solution would disrupt that compliance framework.

### 3. Technology Advancement and Officer Safety

Axon Body 4 introduces major safety and efficiency enhancements:

- "Watch-Me" live-streaming enables supervisors to monitor critical incidents in real time.
- Expanded field of view and 1080p resolution capture clearer, more complete video evidence.
- Enhanced connectivity through LTE and Wi-Fi auto-upload ensures immediate evidence preservation.

### 4. AI-Assisted Report Writing (Draft One)

Axon Draft One leverages BWC audio/video to generate draft police reports. EPD tested this product in a four-month pilot, during which officers reported substantial reductions in report-writing time and improved narrative accuracy. The system operates under an "officer-in-the-loop" model; officers must review, edit, and approve each report before submission, preserving accountability and supervisory oversight. Agencies including Queen Creek, Scottsdale, Tempe, and Gilbert Police Departments have adopted or are piloting Draft One, demonstrating its acceptance across Arizona's law enforcement community. Benefits include:

- Shorter report-writing times, returning officers to field service more quickly.
- More accurate and complete documentation based on synchronized video/audio.
- Greater compliance with BWC usage policy by incentivizing through narration.

### 5. Lifecycle Cost Efficiency

This proposal consolidates services already funded annually (**storage and auto-tagging, = approx. \$25 k per year**), **avoiding at least \$125,000 in operating costs over five years while simultaneously delivering new capabilities (auto-transcribe, AI report drafting).**

### 6. Risk and Liability Reduction

Maintaining an end-to-end Axon solution mitigates the risk of lost, mismatched, or corrupted video evidence. All data remain CJIS-compliant and protected within the City's existing secure platform.

### 7. Operational Standardization and Training Continuity

EPD standardizes its body-worn and in-car video technology on the Axon ecosystem, and has used Axon products for over ten (10) years. **Maintaining a consistent**

**hardware and software environment ensures officers are trained on a single interface** and that technology functions the same way for every officer, regardless of assignment. A mixed-vendor environment would necessitate separate training, increase the maintenance burden, and delay incident review.

### **Fiscal Impact**

- Total Program Cost: \$546,895.98 (including sales tax)
- Duration: Fully manages and maintains Eloy Police Department's Body Worn Camera Program for the next five (5) years
- Funding Source: Approved FY 2025-2-26 CIP - Police Technology/Equipment

### **Implementation Plan**

Upon Council authorization, the Department will execute the Axon agreement and coordinate deployment. Officer training will occur through online and on-site instruction in the included "Virtual Starter" package. The new system will be fully operational by early 2026.

### **Strategic Alignment**

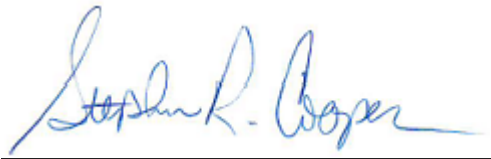
This project supports the "Safe and Active Community" goal of the City of Eloy Strategic Plan by using modern technology to enhance officer safety, transparency, and community trust. It also aligns with the City's broader objectives of operational efficiency and public-safety innovation.

The Finance Department has reviewed this proposal and concurs that it complies with the City of Eloy's Procurement Guidelines.

### **FISCAL IMPACT:**

Funding for this project was included in the approved Capital Improvement Funds (CIP) in the amount of \$546,895.98 for FY 2025-2026.

### **Approved as to Form:**



---

Stephen R. Cooper, City Attorney



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic:(800) 978-2737  
International: +1.800.978.2737

Q-654778-45932AS

Issued: 10/02/2025

Quote Expiration: 09/30/2025

Estimated Contract Start Date: 09/15/2025

Account Number: 108866

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO                                                                     | BILL TO                                                                              |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Eloy Police Dept. - AZ<br>630 N Main St<br>Eloy,<br>AZ<br>85131-2517<br>USA | Eloy Police Dept. - AZ<br>630 N Main St<br>Eloy<br>AZ<br>85131-2517<br>USA<br>Email: |

| SALES REPRESENTATIVE                                                                                                    | PRIMARY CONTACT                                                                                                      |
|-------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| Adam Smith<br>Phone: 602-751-1798<br>Email: <a href="mailto:asmith@axon.com">asmith@axon.com</a><br>Fax: (480) 463-2201 | Jerome Brian<br>Phone: (520) 464-3458<br>Email: <a href="mailto:bjernome@eloyaz.gov">bjernome@eloyaz.gov</a><br>Fax: |

Quote Summary

|                        |                |
|------------------------|----------------|
| Program Length         | 63.5484 Months |
| TOTAL COST             | \$501,807.50   |
| ESTIMATED TOTAL W/ TAX | \$546,895.98   |

Discount Summary

|                          |             |
|--------------------------|-------------|
| Average Savings Per Year | \$18,323.19 |
| TOTAL SAVINGS            | \$97,034.13 |

Payment Summary

| Date     | Subtotal     | Tax         | Total        |
|----------|--------------|-------------|--------------|
| Dec 2025 | \$501,807.50 | \$45,088.48 | \$546,895.98 |
| Total    | \$501,807.50 | \$45,088.48 | \$546,895.98 |

|                        |              |
|------------------------|--------------|
| Quote Unbundled Price: | \$598,838.50 |
| Quote List Price:      | \$535,586.50 |
| Quote Subtotal:        | \$501,807.50 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item                       | Description                                           | Qty | Term | Unbundled | List Price | Net Price  | Subtotal            | Tax                | Total               |
|----------------------------|-------------------------------------------------------|-----|------|-----------|------------|------------|---------------------|--------------------|---------------------|
| <b>Program</b>             |                                                       |     |      |           |            |            |                     |                    |                     |
| BWCUwTAP                   | BWC Unlimited with TAP                                | 35  | 60   | \$129.78  | \$99.66    | \$92.68    | \$194,628.00        | \$16,153.78        | \$210,781.78        |
| <b>A la Carte Hardware</b> |                                                       |     |      |           |            |            |                     |                    |                     |
| H00001                     | AB4 Camera Bundle                                     | 35  |      |           | \$899.00   | \$845.06   | \$29,577.10         | \$2,366.17         | \$31,943.27         |
| H00002                     | AB4 Multi Bay Dock Bundle                             | 5   |      |           | \$1,638.90 | \$1,540.57 | \$7,702.85          | \$616.23           | \$8,319.08          |
| <b>A la Carte Software</b> |                                                       |     |      |           |            |            |                     |                    |                     |
| 73682                      | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 34  | 4    |           | \$10.00    | \$10.00    | \$1,360.00          | \$131.92           | \$1,491.92          |
| 73686                      | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 34  | 4    |           | \$25.00    | \$25.00    | \$3,400.00          | \$329.80           | \$3,729.80          |
| 73449                      | AXON BODY - LICENSE - DEVICE CONNECTIVITY             | 35  | 60   |           | \$5.42     | \$5.09     | \$10,699.15         | \$1,037.81         | \$11,736.96         |
| 73682                      | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 35  | 60   |           | \$10.85    | \$10.20    | \$21,417.90         | \$2,077.54         | \$23,495.44         |
| 73447                      | AXON FUSUS - LICENSE - PLUS USER                      | 35  | 60   |           | \$15.19    | \$14.28    | \$29,985.20         | \$2,908.57         | \$32,893.77         |
| 85760                      | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 35  | 60   |           | \$22.57    | \$21.22    | \$44,553.25         | \$4,321.66         | \$48,874.91         |
| 101283                     | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 35  | 60   |           | \$70.52    | \$66.29    | \$139,206.55        | \$13,503.04        | \$152,709.59        |
| ProLicense                 | Pro License Bundle                                    | 7   | 4    |           | \$45.00    | \$45.00    | \$1,260.00          | \$122.22           | \$1,382.22          |
| BasicLicense               | Basic License Bundle                                  | 32  | 4    |           | \$15.00    | \$15.00    | \$1,920.00          | \$186.24           | \$2,106.24          |
| ProLicense                 | Pro License Bundle                                    | 5   | 60   |           | \$48.82    | \$45.83    | \$13,747.50         | \$1,333.50         | \$15,081.00         |
| <b>A la Carte Services</b> |                                                       |     |      |           |            |            |                     |                    |                     |
| 80146                      | AXON BODY - PSO - VIRTUAL STARTER                     | 1   |      |           | \$2,500.00 | \$2,350.00 | \$2,350.00          | \$0.00             | \$2,350.00          |
| <b>Total</b>               |                                                       |     |      |           |            |            | <b>\$501,807.50</b> | <b>\$45,088.48</b> | <b>\$546,895.98</b> |

## Delivery Schedule

### Hardware

| Bundle                    | Item   | Description                                                | QTY | Shipping Location | Estimated Delivery Date |
|---------------------------|--------|------------------------------------------------------------|-----|-------------------|-------------------------|
| AB4 Camera Bundle         | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 35  | 1                 | 12/01/2025              |
| AB4 Camera Bundle         | 100147 | AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK | 1   | 1                 | 12/01/2025              |
| AB4 Camera Bundle         | 100466 | AXON BODY 4 - CABLE - USB-C TO USB-C                       | 39  | 1                 | 12/01/2025              |
| AB4 Camera Bundle         | 100775 | AXON BODY 4 - MAGNETIC DISCONNECT CABLE                    | 39  | 1                 | 12/01/2025              |
| AB4 Camera Bundle         | 74028  | AXON BODY - MOUNT - WING CLIP RAPIDLOCK                    | 39  | 1                 | 12/01/2025              |
| AB4 Multi Bay Dock Bundle | 100206 | AXON BODY 4 - 8 BAY DOCK                                   | 5   | 1                 | 12/01/2025              |
| AB4 Multi Bay Dock Bundle | 70033  | AXON - DOCK WALL MOUNT - BRACKET ASSY                      | 5   | 1                 | 12/01/2025              |
| AB4 Multi Bay Dock Bundle | 71019  | AXON BODY - DOCK POWERCORD - NORTH AMERICA                 | 5   | 1                 | 12/01/2025              |
| BWC Unlimited with TAP    | 73309  | AXON BODY - TAP REFRESH 1 - CAMERA                         | 36  | 1                 | 06/01/2028              |
| BWC Unlimited with TAP    | 73689  | AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY                 | 5   | 1                 | 06/01/2028              |

**Hardware**

| Bundle                 | Item  | Description                                | QTY | Shipping Location | Estimated Delivery Date |
|------------------------|-------|--------------------------------------------|-----|-------------------|-------------------------|
| BWC Unlimited with TAP | 73310 | AXON BODY - TAP REFRESH 2 - CAMERA         | 36  | 1                 | 12/01/2030              |
| BWC Unlimited with TAP | 73688 | AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY | 5   | 1                 | 12/01/2030              |

**Software**

| Bundle                 | Item   | Description                                           | QTY | Estimated Start Date | Estimated End Date |
|------------------------|--------|-------------------------------------------------------|-----|----------------------|--------------------|
| Basic License Bundle   | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 32  | 09/15/2025           | 12/31/2025         |
| Basic License Bundle   | 73840  | AXON EVIDENCE - ECOM LICENSE - BASIC                  | 32  | 09/15/2025           | 12/31/2025         |
| Pro License Bundle     | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 21  | 09/15/2025           | 12/31/2025         |
| Pro License Bundle     | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 7   | 09/15/2025           | 12/31/2025         |
| A la Carte             | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 34  | 09/15/2025           | 12/31/2025         |
| A la Carte             | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 34  | 09/15/2025           | 12/31/2025         |
| BWC Unlimited with TAP | 73686  | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 35  | 01/01/2026           | 12/31/2030         |
| BWC Unlimited with TAP | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 35  | 01/01/2026           | 12/31/2030         |
| Pro License Bundle     | 73683  | AXON EVIDENCE - STORAGE - 10GB A LA CARTE             | 15  | 01/01/2026           | 12/31/2030         |
| Pro License Bundle     | 73746  | AXON EVIDENCE - ECOM LICENSE - PRO                    | 5   | 01/01/2026           | 12/31/2030         |
| A la Carte             | 101283 | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 35  | 01/01/2026           | 12/31/2030         |
| A la Carte             | 73447  | AXON FUSUS - LICENSE - PLUS USER                      | 35  | 01/01/2026           | 12/31/2030         |
| A la Carte             | 73449  | AXON BODY - LICENSE - DEVICE CONNECTIVITY             | 35  | 01/01/2026           | 12/31/2030         |
| A la Carte             | 73682  | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 35  | 01/01/2026           | 12/31/2030         |
| A la Carte             | 85760  | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 35  | 01/01/2026           | 12/31/2030         |

**Services**

| Bundle     | Item  | Description                       | QTY |
|------------|-------|-----------------------------------|-----|
| A la Carte | 80146 | AXON BODY - PSO - VIRTUAL STARTER | 1   |

**Warranties**

| Bundle                 | Item  | Description                               | QTY | Estimated Start Date | Estimated End Date |
|------------------------|-------|-------------------------------------------|-----|----------------------|--------------------|
| BWC Unlimited with TAP | 80464 | AXON BODY - TAP WARRANTY - CAMERA         | 35  | 12/01/2026           | 12/31/2030         |
| BWC Unlimited with TAP | 80464 | AXON BODY - TAP WARRANTY - CAMERA         | 1   | 12/01/2026           | 12/31/2030         |
| BWC Unlimited with TAP | 80465 | AXON BODY - TAP WARRANTY - MULTI BAY DOCK | 5   | 12/01/2026           | 12/31/2030         |

## Shipping Locations

| Location Number | Street        | City | State | Zip        | Country |
|-----------------|---------------|------|-------|------------|---------|
| 1               | 630 N Main St | Eloy | AZ    | 85131-2517 | USA     |

## Payment Details

### Dec 2025

| Invoice Plan | Item         | Description                                           | Qty | Subtotal            | Tax                | Total               |
|--------------|--------------|-------------------------------------------------------|-----|---------------------|--------------------|---------------------|
| Year 1       | 101283       | AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING | 35  | \$139,206.55        | \$13,503.04        | \$152,709.59        |
| Year 1       | 73447        | AXON FUSUS - LICENSE - PLUS USER                      | 35  | \$29,985.20         | \$2,908.57         | \$32,893.77         |
| Year 1       | 73449        | AXON BODY - LICENSE - DEVICE CONNECTIVITY             | 35  | \$10,699.15         | \$1,037.81         | \$11,736.96         |
| Year 1       | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 34  | \$1,360.00          | \$131.92           | \$1,491.92          |
| Year 1       | 73682        | AXON EVIDENCE - AUTO TAGGING LICENSE                  | 35  | \$21,417.90         | \$2,077.54         | \$23,495.44         |
| Year 1       | 73686        | AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)     | 34  | \$3,400.00          | \$329.80           | \$3,729.80          |
| Year 1       | 80146        | AXON BODY - PSO - VIRTUAL STARTER                     | 1   | \$2,350.00          | \$0.00             | \$2,350.00          |
| Year 1       | 85760        | AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE              | 35  | \$44,553.25         | \$4,321.66         | \$48,874.91         |
| Year 1       | BasicLicense | Basic License Bundle                                  | 32  | \$1,920.00          | \$186.24           | \$2,106.24          |
| Year 1       | BWC UwTAP    | BWC Unlimited with TAP                                | 35  | \$194,628.00        | \$16,153.78        | \$210,781.78        |
| Year 1       | H00001       | AB4 Camera Bundle                                     | 35  | \$29,577.10         | \$2,366.17         | \$31,943.27         |
| Year 1       | H00002       | AB4 Multi Bay Dock Bundle                             | 5   | \$7,702.85          | \$616.23           | \$8,319.08          |
| Year 1       | ProLicense   | Pro License Bundle                                    | 7   | \$1,260.00          | \$122.22           | \$1,382.22          |
| Year 1       | ProLicense   | Pro License Bundle                                    | 5   | \$13,747.50         | \$1,333.50         | \$15,081.00         |
| <b>Total</b> |              |                                                       |     | <b>\$501,807.50</b> | <b>\$45,088.48</b> | <b>\$546,895.98</b> |



**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-593833, Q-608311

Agency is terminating those contracts effective 9/14/2025. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

### Eloy Police Department

Signature: \_\_\_\_\_

Name: Andrew Sutton

Title: Mayor

Date: \_\_\_\_\_

### Axon Enterprise, Inc.

Signature: Signed by: Robert Driscoll  
550AEBB131A424

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 10/16/2025 | 9:32 AM MST

10/2/2025







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SCOTTSDALE, ARIZONA 85255

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9/1/2025

**To:** *Eloy Police Department*

**Re:** **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

### **TASER Energy Weapon Descriptions**



#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

#### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



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- function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
  - Performance Power Magazine (PPM) Model: 22010



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- Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
  - Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023





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## **Axon Digital Evidence Solution Description**

### **Axon Body 4 Video Camera (DVR)**

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology



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### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational



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- awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

#### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Attorney Premier**

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3<sup>rd</sup> party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3<sup>rd</sup> party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform



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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



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- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,





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troubleshooting, and beta testing assistance

#### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

#### **Axon Investigate**

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash





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- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

#### **Axon Justice**

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 4 Cameras:
  - Axon Body 4 Camera Model: 100147
  - Axon Body 4 Flex POV Module Model: 100200



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2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
  - Axon Fleet 3 Dual View Camera: 72000
  - Axon Fleet 3 Interior Camera: 72037
  - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112



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**14. Axon Dock Models:**

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



**Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018



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- Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
- Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538
  - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
  - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
  - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
  - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
  - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

### **TASER 7 Warranties**

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

### **Axon Product Packages**

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



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2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

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<sup>1</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



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certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



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| SOLE AUTHORIZED DISTRIBUTOR FOR<br>AXON BRAND CAMERAS AND TASER<br>BRAND ENERGY WEAPON PRODUCTS                                                        | SOLE AUTHORIZED REPAIR FACILITY<br>FOR AXON BRAND CAMERAS AND<br>TASER BRAND ENERGY WEAPON<br>PRODUCTS                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Axon Enterprise, Inc.</b><br><b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b><br><b>Phone: 800-978-2737</b><br><b>Fax: 480-991-0791</b> | <b>Axon Enterprise, Inc.</b><br><b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b><br><b>Phone: 800-978-2737</b><br><b>Fax: 480-991-0791</b> |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
President  
Axon Enterprise, Inc.

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# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.G.**

Date: **10/27/2025**

**Date submitted:**  
09/18/2025

**Action:** Formal

**Date requested:**  
10/27/2025

**Subject: Authorization to accept a proposal from MHQ of Arizona for emergency equipment up-fit services for three (3) Chevrolet Tahoe Police SUVs, in an amount not to exceed \$105,000.00, in accordance with pricing established under Arizona State Contract No. CTR078487. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council.**

**TO:** Mayor and City Council

**FROM:** Brian Jerome, Captain

### **RECOMMENDATION:**

Staff recommends that the City Council authorize the acceptance of a proposal from MHQ of Arizona for the up-fitting of three (3) Chevrolet Tahoe Police SUVs with emergency equipment at a cost of \$34,092.00 per vehicle (including applicable sales tax), for a total project amount not to exceed \$105,000.00. The purchase will utilize pricing available through the Arizona State Contract No. CTR078487.

### **DISCUSSION:**

The Eloy Police Department recently acquired three Chevrolet Tahoe Police SUVs through Enterprise Leasing and now seeks authorization to expend up to \$105,000.00 in Capital Improvement Plan (CIP) funds for their emergency equipment upfit. This project was identified in the City Council-approved Fiscal Year 2025-2026 budget and is identified as an approved CIP project for this fiscal year.

This comprehensive upfit package includes:

- Emergency lights and sirens
- Safety features for prisoner transport (including partitions)
- Rifle racks and ballistic door panels
- Mobile Data Computer (MDC) docking stations and power supplies
- Center console installation



MHQ's proposal also covers installation labor for customer-provided equipment such as dash cameras and e-Citation hardware. These are items the Department purchases directly from manufacturers at a cost savings. Once completed, these vehicles will be assigned to the Operations Division to improve patrol readiness and response capabilities.

Pricing for this proposal is based on cooperative purchasing through the State of Arizona Contract CTR078487. The Finance Department has reviewed this proposal and concurs that it complies with the City of Eloy Procurement Guidelines.

**FISCAL IMPACT:**

The cost per vehicle is \$34,092.00, inclusive of applicable sales tax, with a total project cost not to exceed \$105,000.00. Funding for this purchase is available in the Capital Improvement Plan (CIP) and appropriated in the Fiscal Year 2025–2026 budget.

**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

**MHQ of Arizona**  
**550 N 54th Street**  
**Chandler AZ 85226**  
**(833) 455-0503**



# Quote

| Date     | Estimate # |
|----------|------------|
| 8/6/2025 | 120145     |

| Name / Address                                                         |
|------------------------------------------------------------------------|
| Eloy P.D.<br>630 N. Main Street<br>Eloy, AZ 85131<br>Att: Brian Jerome |

| Ship To                        |
|--------------------------------|
| MHQ of, AZ<br>Chandler Install |

| Rep   | Phone          | Fax            | Office Hours   | Visit our Website | Project               |
|-------|----------------|----------------|----------------|-------------------|-----------------------|
| Brian | (480) 498-5105 | (480) 361-7716 | 7am to 4pm M-F | www.mhqwest.com   | 2025 Chevy Tahoe B... |

| Item                  | MFG | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | MSRP | Qty | Price | Total |
|-----------------------|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-----|-------|-------|
|                       |     | Contact Name: Tyler Gordon<br>Contact Number: 520-343-1118<br>e-mail: Tgordon@eloyaz.gov<br>Vehicle/Year: 2024 Chevy Tahoe x1<br>Type: B build                                                                                                                                                                                                                                                                                                                                                                                                                               |      |     |       |       |
| AZ DPS Contract 08/26 |     | New AZ Upfitting Co-Op Contract Number CTR078487, 08/27/26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |      |     | 0.00  | 0.00T |
| CSP                   | CSP | Customer Supplied Parts:<br>Installed per manufacturer specs.<br>All components must be included such as:<br>Hardware, Cables, Connectors,<br>Brackets, Plugs, Antennas etc.<br>Any items not functioning once installed will be diagnosed at \$95.00 per hr. repair items will be quoted Separately.<br>All items need to be delivered completely before build will start.<br>Items Listed Below to be Supplied:<br>Reviewed by BS and Tyler.<br><br>1) Radio<br>2) Radar<br>3) Docking Station<br>4) Brother printer and cables<br>5) DL Scanner<br>6) Axon Fleet 3 Camera |      |     | 0.00  | 0.00T |

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| Item        | MFG              | Description                                                                                                                                                                                 | MSRP    | Qty | Price   | Total   |
|-------------|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|---------|---------|
| BK1541TAH25 | Setina           | *****Push Bumper*****<br>"PB450LR LIGHT-READY PUSH BUMPERS - WIRING HARNESSES NOT INCLUDED<br>2 Forward Facing Lights - Standard Configuration" "PB450LR2 LIGHT-READY With WHELEN ION" 8/25 | 609.00  | 1   | 517.65  | 517.65T |
| 931314      | Rigid Industries | SR Series PRO / 30" Spot/Driving Combo. 6/25                                                                                                                                                | 1087.99 | 1   | 815.99  | 815.99T |
| SA315P      | Whelen           | Siren speaker, Not a Package, 123db. KB026. 1/25                                                                                                                                            | 465.00  | 2   | 302.245 | 604.49T |
| SAK1        | Whelen           | Universal Siren Speaker Mounting Bracket. 1/25                                                                                                                                              | 53.00   | 2   | 0.00    | 0.00T   |
| M4RC        | Whelen           | M4 flasher Red With Clear Lens. KB 026-22 1/25                                                                                                                                              | 237.00  | 2   | 154.045 | 308.09T |
| 914313      | Rigid            | SR-Q Series PRO, Professional race output. 2.93 amp. 4752 Raw Lumens. 6/25                                                                                                                  | 264.99  | 2   | 172.245 | 344.49T |
|             |                  | ****OVER THE WHEEL WELL*****<br>*****Red/White in front Blue/White in rear*****                                                                                                             |         |     |         |         |
| TLI2D       | Whelen           | ION™ T-Series™ Linear Super-LED®. Color Red / White. KB 026 1/25                                                                                                                            | 199.00  | 2   | 129.35  | 258.70T |

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| Item                  | MFG        | Description                                                                                                                                                                                                        | MSRP    | Qty | Price    | Total     |
|-----------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|----------|-----------|
| TLI2E                 | Whelen     | ION™ T-Series™ Linear Super-LED®. Color Blue / White. KB 026 1/25                                                                                                                                                  | 199.00  | 2   | 129.35   | 258.70T   |
|                       |            | *****SIREN AND LIGHTBAR PACKAGE*****                                                                                                                                                                               |         |     |          |           |
| INNER EDGE DUO Bun... | Whelen Pkg | Includes:<br>C399 CORE Siren Controller.<br>XLP or FST Front Inner EDGE (see drawing)<br>RST Rear Inner Edge (see drawing).<br>CCTL* control head.<br>C399K* OBDII cable, & Hook Kit,<br>Photocell.<br>KB 026 1/25 | 6786.00 | 1   | 2,901.15 | 2,901.15T |
| C399-PKG              | Whelen     | CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/25                                                                                                                                                    | 1411.00 | 1   | 0.00     | 0.00T     |
| BSFW54X-PKG           | Whelen     | Inner Edge FST Duo WCX - See Lightbar Drawing 4/24                                                                                                                                                                 | 2176.00 | 1   | 0.00     | 0.00T     |
| BS54Z-PKG             | Whelen     | Inner Edge® RST Series Lightbar, Chevy Tahoe, 2021 1/25                                                                                                                                                            | 2155.00 | 1   | 0.00     | 0.00T     |
| RPWD54                | Whelen     | 2021-2025 Tahoe Outer Edge Pillar lighting. DUO See Drawing. 6/25                                                                                                                                                  | 2048.00 | 1   | 1,331.20 | 1,331.20T |
| CCTL7 - PKG           | Whelen     | 4 pos. slide switch, 21 push button, Microphone. 1/25                                                                                                                                                              | 473.00  | 1   | 0.00     | 0.00T     |
| C399SP-PKG            | Whelen     | SCANport KIT FOR C399. 1/25                                                                                                                                                                                        | 189.00  | 1   | 0.00     | 0.00T     |

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| Item                | MFG         | Description                                                                                                                           | MSRP    | Qty | Price    | Total     |
|---------------------|-------------|---------------------------------------------------------------------------------------------------------------------------------------|---------|-----|----------|-----------|
| CV2V                | Whelen      | Vehicle to Vehicle Sync Module. CORE Promo# KB 026 1/25<br>*****EXPANSION MODULE FRONT AND REAR*****                                  | 371.00  | 1   | 241.15   | 241.15T   |
| CEM16               | Whelen      | New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. 8/25                                                                        | 292.00  | 2   | 189.80   | 379.60T   |
| COREHEXP16L         | K Bruce Co. | CEM16 output harness kit, J-6 (8'), J-5 (8'). 5/25<br>*****BALLSTIC DOOR PANELS*****                                                  | 146.00  | 2   | 132.60   | 265.20T   |
| 01-00405            | Angel Armor | Chevy, Tahoe PPV, Level III+ Front Door, Driver Side, (2021+). 4/25                                                                   | 3778.00 | 1   | 1,753.65 | 1,753.65T |
| 01-00406            | Angel Armor | Chevy, Tahoe PPV, Level III+ Front Door, Passenger Side (2021+). 4/25<br>*****CONSOLE AND COMPUTER DOCK*****                          | 3778.00 | 1   | 1,753.65 | 1,753.65T |
| C-VSW-1005-TAH-PM-3 | Havis       | Vehicle-Specific 15" Wide Angled Console with Internal PocketJet 8 Printer Mount for 2025 Chevrolet Tahoe Police Pursuit Vehicle 8/25 | 1199.00 | 1   | 839.30   | 839.30T   |
| C-FP-3              | Havis       | 3" Filler Plate 6/25 ***Mount Arges Controller to Faceplate***                                                                        | 16.00   | 1   | 0.00     | 0.00T     |
| C-FP-1              | Havis       | 1" Filler Plate. 7/25                                                                                                                 | 14.00   | 1   | 0.00     | 0.00T     |
| C-AHW-45            | Havis       | 4.5" Accessory Holder For 3.3"W Section Of Wide Consoles. 6/25                                                                        | 26.00   | 1   | 18.20    | 18.20T    |
| C-USB-3             | Havis       | USB-C & USB Type A Dual Port Charger. 6/25 SP                                                                                         | 102.00  | 1   | 71.40    | 71.40T    |

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| Item          | MFG          | Description                                                                                                               | MSRP   | Qty | Price  | Total   |
|---------------|--------------|---------------------------------------------------------------------------------------------------------------------------|--------|-----|--------|---------|
| C-ARM-102     | Havis        | Side Mount Armrest. 6/25 SP                                                                                               | 97.00  | 1   | 67.90  | 67.90T  |
| CUP2-1001     | Havis        | Self-Adjusting Double Cup Holder to fit cups up to 3.5" in diameter. 7/25                                                 | 70.00  | 1   | 49.00  | 49.00T  |
| MMBP-25       | Magnetic Mic | Magnetic Mic. 1/25                                                                                                        | 39.95  | 1   | 32.40  | 32.40T  |
| C-MD-119      | Havis        | 11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. 5/25                                                     | 379.00 | 1   | 265.30 | 265.30T |
| C-HDM-214     | Havis        | 8.5" Heavy Duty Telescoping Pole, Side Mount. 6/25                                                                        | 190.00 | 1   | 133.00 | 133.00T |
| LPS-211       | Havis        | Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles. 5/25                                    | 45.00  | 1   | 31.50  | 31.50T  |
| C-EB40-CCS-1P | Havis        | 1-Piece Equipment Mounting Bracket, 4" Mounting Space, Fits Whelen Cencom, CORE CCSRN, CCSRNTA, MPC03, CCTL7, CCTI6. 6/25 | 39.00  | 1   | 0.00   | 0.00T   |
| C-EB25-XTL-1P | Havis        | Remote head Equipment Mounting Bracket, 2.5" Mounting Space, Fits Motorola XTL 2500, XTL5000-05, APX 7500, APX 8500 6/25  | 34.00  | 1   | 0.00   | 0.00T   |
| C-FPW-5       | Havis        | 5" Filler Plate for Wide VSW Consoles 1/24                                                                                | 9.00   | 1   | 0.00   | 0.00T   |
| C-FPW-05      | Havis Shield | 1/2" Filler Plate for Wide VSW Consoles 124                                                                               | 7.00   | 1   | 0.00   | 0.00T   |
|               |              | *****DOME LIGHT*****                                                                                                      |        |     |        |         |
| 3SRCCDCR      | Whelen       | 3 inch Round Compartment Light Combination Red-Clear. 1/25                                                                | 104.00 | 1   | 67.60  | 67.60T  |
|               |              | *****GUN RACK*****                                                                                                        |        |     |        |         |

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| Item          | MFG      | Description                                                                                                                                                                                                   | MSRP    | Qty | Price    | Total     |
|---------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|----------|-----------|
| KB-4811-20103 | Blac-Rac | Dual KIT-WRS 1082-E-AR & 4130-E, Electronic, 8-second delay, Dual 18" X 9" T-Channel (25029), Cold-Wire (29004), Upper Bracket (27600), Lower bracket (27610), Buttstock Boot (27620), with 4 MA209 keys 7/25 | 1509.11 | 1   | 1,011.10 | 1,011.10T |
|               |          | *****PRISONER CONTAINMENT*****                                                                                                                                                                                |         |     |          |           |
| PK0419TAH21   | Setina   | Tahoe 2021-2025 #10VS C RP Horizontal Sliding Window Coated Polycarbonate With Expanded Metal Window Security Screen Recessed Panel Partition" 2/25                                                           | 1159.00 | 1   | 985.15   | 985.15T   |
| DK0100TAH21   | Setina   | TPO Door Panels Black. Fits over OEM door panels. Tahoe 2021-2025. 6/25                                                                                                                                       | 339.00  | 1   | 288.16   | 288.16T   |
| WK0514TAH21   | Setina   | "Window Barrier<br>Steel<br>Vertical<br>*FOR USE WITH:<br>-Stock Door Panels<br>-SETINA TPO Door Panels" 6/25                                                                                                 | 329.00  | 1   | 279.66   | 279.66T   |

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| Item            | MFG               | Description                                                                                                                                                                                                                                                                                                     | MSRP    | Qty | Price    | Total     |
|-----------------|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|----------|-----------|
| QK0343TAH21     | Setina            | Tahoe 2021 + "Full REPLACEMENT Transport Seat TPO Plastic With SETINA SMARTBELT SYSTEM *INCLUDES REQUIRED:<br>-#12VS Stationary Window Vinyl Coated Expanded Metal Cargo Partition<br>*Seat Belt Retractors Pre-Installed to Save 30 Minutes of Install Time" 7/25<br>*****PRISONER LIGHTNG AND REAR HATCH***** | 2609.00 | 1   | 2,217.71 | 2,217.71T |
| 480093          | Rigid             | A-Series High Power Single White. Black Housing. 4/25                                                                                                                                                                                                                                                           | 111.99  | 2   | 111.99   | 223.98T   |
| 480043          | Rigid             | A-Series Low Power Single Red. Black Housing. 5/25                                                                                                                                                                                                                                                              | 101.99  | 1   | 101.99   | 101.99T   |
| 43314           | Waytek            | Rocker Switch 15A 125VAC SPDT On-Off-On Black<br>*****REAR CARGO BOX*****                                                                                                                                                                                                                                       |         | 1   | 3.00     | 3.00T     |
| OPS-20-44-36-DY | OPS               | CHEVY TAHOE DRAWER UNIT WITH STACKED DRAWER CONFIGURATION 20" HX 44" W X36"D 11/23                                                                                                                                                                                                                              | 3068.89 | 1   | 2,762.02 | 2,762.02T |
| CTU-1000        | OPS Public Safety | 2021+ Tahoe Mounting Base. 10/23<br>*****REAR LIGHTING*****                                                                                                                                                                                                                                                     | 785.43  | 1   | 706.89   | 706.89T   |
| ETFBSSN-P       | SoundOff Signal   | Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. 7/25. SOS 2.5% Tariff.                                                                                                                                                                                                                        | 110.70  | 1   | 71.96    | 71.96T    |



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|-----------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----|--------|----------|
| CH27.1.20 | 911 Circuits | *****HARNES*****<br>Ch27 Harness with Single Stage Smart Start Timer and 20' Outputs. ( full size) 20 Ft.with timer, bracket, circuit breaker. 5/25 | 1215.00 | 1   | 789.75 | 789.75T  |
|           |              | *****MISC.*****                                                                                                                                     |         |     |        |          |
| Materials |              | Misc Shop Supplies and Materials                                                                                                                    |         | 1   | 215.00 | 215.00T  |
| Shipping  |              | Shipping                                                                                                                                            |         | 2   | 212.50 | 425.00   |
| Labor AZ  | MHQ of AZ    | EVT Certified Installation Labor                                                                                                                    | 135.00  | 81  | 110.00 | 8,910.00 |

|                                                                                           |  |  |                         |             |
|-------------------------------------------------------------------------------------------|--|--|-------------------------|-------------|
|                                                                                           |  |  | <b>Subtotal</b>         | \$32,300.68 |
| Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business. |  |  | <b>Sales Tax (7.8%)</b> | \$1,791.32  |
|                                                                                           |  |  | <b>Total</b>            | \$34,092.00 |



**Request for Proposal**  
**Solicitation No. BPM006890**  
**Law Enforcement Vehicle Upfitting Services and Parts Purchases**

Arizona Department of Administration  
State Procurement Office

**Attachment A – Offer and Acceptance Form**

**SUBMISSION OF OFFER:** The undersigned hereby offers and agrees to provide law enforcement vehicle upfitting services and parts purchase in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the Offer indicated by the latest dated version below

MHQ West of AZ

*Brian H Shaw*

05.12.2025

|                           |
|---------------------------|
| Offeror company name      |
| 550 N 54 <sup>th</sup> St |
| Address                   |
| Chandler, AZ 85226        |
| City, State, ZIP          |

|                                              |                      |
|----------------------------------------------|----------------------|
| Signature of person authorized to sign Offer | Date                 |
| Brian H Shaw Territory Sales Manager         |                      |
| Printed name and Title                       |                      |
| Brian H Shaw Territory Sales Manager         |                      |
| Contact name and Title                       |                      |
| bshaw@mhqwest.com                            | 480-498-5105 ext 1   |
| Contact email address                        | Contact phone number |

| Revised Offers:       | Date | Signature | Date | Signature |
|-----------------------|------|-----------|------|-----------|
|                       |      |           |      |           |
| Best and Final Offer: | Date | Signature |      |           |
|                       |      |           |      |           |

**CERTIFICATION:** By signature in the above, Offeror certifies that it:

- Will not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Orders 2023-09, 2023-01, 2009-09 or A.R.S. §§ 41-1461 through 41-1465;
- Has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or Service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause will result in rejection of the Offer. Signing the Offer with a false statement will void the Offer, any resulting contract, and may be subject to legal penalties under law;
- Complies with A.R.S. § 18-132 when offering electronics or information technology products, Services, or maintenance;
- Has submitted this Offer as a firm offer for 180 days following the Solicitation due date and time per the Instructions to Offers. Any extensions to the Offer Acceptance Period shall be made in accordance with the A.A.C. R2-7-C310;
- Did not and will not involve collusion or other anti-competitive practices; and
- Is not debarred from, or otherwise prohibited from, participating in any contract awarded by federal, state, or local government.

**ACCEPTANCE OF OFFER**

The offer is hereby accepted.

The Contractor is now bound to sell the Materials or Services listed by the attached Contract and based upon the Solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

The Contract shall henceforth be referred to as Contract No. **CTR078487**

The effective date of the Contract is **9/1/2025**

The Contractor is cautioned not to commence any billable work or to provide any Material or Service under this Contract until Contractor receives purchase order or written notice to proceed.

State of Arizona Awarded this **27th**

day of **August**

**20 25**

William Loveland

Procurement Analyst Statewide  
Procurement officer signature

2024 Tahoe PPV "B" Build Price Sheet (for evaluation purposes)

Solicitation BPM006890

Offeror Name: MHQ WEST of AZ

Definition: "Established catalogue price" means the price included in a catalogue, price list, schedule or other form that:

- (a) Is regularly maintained by a manufacturer, distributor or contractor.
- (b) Is either published or otherwise available for inspection by customers.
- (c) States prices at which sales are currently or were last made to a significant number of any category of buyers or buyers constituting the general buying public for the materials or services involved.

The vehicle utilized, brand names and part numbers specified shall be used for evaluation purposes. Alternate brand names/part numbers offered shall not be considered for evaluation.

| EXTERIOR FRONT         |                                                                                                                                                                               |              |          |                        |                      |                                |
|------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|----------|------------------------|----------------------|--------------------------------|
| Part Name              | Part Description                                                                                                                                                              | SKU          | Quantity | Established List price | Discount off Catalog | Net price (list less discount) |
| PUSH BUMPER            | PB450LR2 LIGHT READY PUSH BUMPER FOR SOUNDOFF<br>MPOWER LIGHTS                                                                                                                | BK1525TAH21  | 1        | 589                    | 15%                  | 500.65                         |
| FENDER WRAP BUMPER     | PB5 FENDER WRAP FOR Tahoe WITH SETINA PB400 OR<br>PB450 PUSH BUMPER                                                                                                           | FK0400TAH21  | 1        | 659                    | 15%                  | 560.15                         |
| Siren Speaker          | 100J SERIES COMPOSITE SPEAKER W/UNIVERSAL BAIL<br>BRACKET 100 WATT                                                                                                            | ETSS100J5    | 1        | 465                    | 35%                  | 302.25                         |
| mpower Fascia 4" Front | mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/<br>sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black<br>Housing, 12 LED, Tricolor - Red/Blue/White             | EMPS25TS5RBW | 2        |                        |                      |                                |
| mpower Fascia 4x2      | mpower® Fascia 4x2 Light w/ Quick Mount, 18" 5-wire w/<br>sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32<br>Vdc, Black Housing, 36 LED, Tricolor - Red/Blue/White | EMPSA05C3-8  | 2        | 560                    | 35%                  | 364                            |
| 4x2 Wedge              | 35 DEGREE WEDGE BLACK FOR USE W/ 4X2                                                                                                                                          | PMP8WDGW03   | 2        | 804                    | 35%                  | 522.6                          |
|                        |                                                                                                                                                                               |              |          | 30                     | 35%                  | 19.5                           |
| UNDER HOOD             |                                                                                                                                                                               |              |          |                        |                      |                                |
| Part Name              | Part Description                                                                                                                                                              | SKU          | Quantity | Established List price | Discount off Catalog | Net price (list less discount) |
| BluePRINT remote node  | bluePRINT® Remote Node with Magnetic ID                                                                                                                                       | ENGND04102   | 2        | 766                    | 35%                  | 497.9                          |
| Headlight Flasher      | Select-A-Pattern Headlight Flasher, Solid State, 12v<br>Isolation Model for Ford Utility 2016+                                                                                | ETHFSS-FV    | 1        | 116                    | 35%                  | 75.4                           |
| EXTERIOR SIDE          |                                                                                                                                                                               |              |          |                        |                      |                                |
| Part Name              | Part Description                                                                                                                                                              | SKU          | Quantity | Established List price | Discount off Catalog | Net price (list less discount) |
| mpower Fascia 3" Side  | mpower® 3" Fascia Light w/ Quick Mount, 18" hard wire w/<br>sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black<br>Housing, 12 LED, Tricolor - Red/Blue/White             | EMPS1QMS4R8W | 2        |                        |                      |                                |
| Driver mirror Brkt     | under mirror mount brkt. driver side                                                                                                                                          | PMP1BKUMB4-D | 1        | 500                    | 35%                  | 325                            |
| Passenger mirror brkt. | under mirror mount brkt. passenger side                                                                                                                                       | PMP1BKUMB4-P | 1        | 43                     | 35%                  | 27.95                          |
|                        |                                                                                                                                                                               |              |          | 43                     | 35%                  | 27.95                          |
| FRONT CABIN            |                                                                                                                                                                               |              |          |                        |                      |                                |
| Part Name              | Part Description                                                                                                                                                              | SKU          | Quantity | Established List price | Discount off Catalog | Net price (list less discount) |





|           |                                                                                                                                                                                                                                                         |                                                            |   |      |     |       |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------|---|------|-----|-------|
| PTI cont. | Tahoe Flat Partition Kick Panels                                                                                                                                                                                                                        | KP-21SI-F                                                  | 1 | 254  | 20% | 203.2 |
| PTI cont. | Tahoe Plastic seat replacement                                                                                                                                                                                                                          | PS-UNIV-OS                                                 | 1 | 850  | 20% | 680   |
| PTI cont. | Tahoe mounting platform for seat replacement                                                                                                                                                                                                            | WS-21SI-BNCHST                                             | 1 | 2225 | 20% | 1780  |
| PTI cont. | Tahoe Driver / Passenger welded vertical window bars                                                                                                                                                                                                    | WG-21TH-SET                                                | 1 | 418  | 20% | 334.4 |
| PTI cont. | Tahoe Rear window screen (cutout for 6 mod mPower)<br>PART# IS NOT AVAILABLE FOR A CHEVY TAHOE. ONLY<br>AVAILABLE FOR A CHEVY SILVERADO). Correct Part # WS-<br>21TH-HATCH 2021-25 Tahoe   2021-24 Suburban hatch<br>window screen; square-hole punched | WS-21SI-6MP-<br>AZDPS-R Correct<br>Part# WS-21TH-<br>HATCH | 1 |      |     |       |
| PTI cont. | Tahoe Steel door panels                                                                                                                                                                                                                                 | DP-21TH-SET                                                | 1 | 206  | 20% | 164.8 |
|           |                                                                                                                                                                                                                                                         |                                                            |   | 372  | 20% | 297.6 |

#### SIREN AMP / RADIO

| Part Name                                                  | Part Description                                                             | SKU                                  | Quantity | Established<br>List price | Discount off Catalog | Net price (list<br>less discount) |
|------------------------------------------------------------|------------------------------------------------------------------------------|--------------------------------------|----------|---------------------------|----------------------|-----------------------------------|
| Controller                                                 | 500 Series Remote Control System                                             | ENGSA5100RSP                         | 1        | 1784                      | 35%                  | 1159.6                            |
| Siren conversion<br>Module                                 | Siren Conversion Kit<br>bluePRINT Sync Module                                | PSRNSHDK3                            | 1        | 103                       | 35%                  | 66.95                             |
| Module                                                     | ENGLMK001 - bluePRINT Link Module                                            | ENGSYMDO1                            | 1        | 518                       | 35%                  | 336.7                             |
| Shift Interlock                                            | Tahoe PPV Secure Idle Module                                                 | ENGLMK001                            | 1        | 750                       | 35%                  | 487.5                             |
| Ethernet Cable - Blue                                      | CAT5E ETHERNET PATCH CABLE - STANDARD BOOT BLUE                              | G-IDG601-A                           | 1        | 300.65                    | 35%                  | 195.42                            |
| Ethernet Cable - Orange                                    | CAT5E ETHERNET PATCH CABLE - STANDARD BOOT ORANGE                            | 530-25 BL                            | 1        | 9.99                      | 0%                   | 9.99                              |
| Ethernet Cable - Red                                       | CAT5E ETHERNET PATCH CABLE - STANDARD BOOT RED                               | 530-25 RD                            | 1        | 9.99                      | 0%                   | 9.99                              |
| Ethernet Cable - White                                     | CAT5E ETHERNET PATCH CABLE - STANDARD BOOT WHITE                             | 530-25 WH                            | 1        | 9.99                      | 0%                   | 9.99                              |
| Sierra Wireless Router                                     | MG90, Dual 5G 2x2, Global, must be ordered with AirLink<br>Support           | 1104709                              | 1        | 2428.45                   | 0%                   | 2428.45                           |
| Sierra Wireless Airlink<br>911 Wire harness (full vehicle) | AIRLINK SUPPORT PLAN FOR MG DEVICES 5 YEAR<br>TAHOE CUSTOM HARNESS FOR AZDPS | 9010354<br>CH27-BP-AZDPS-<br>TAHOE24 | 1<br>1   | 1032.58<br>2400           | 0%<br>30%            | 1032.58<br>1680                   |

#### REAR CABIN / TRUCK BED

| Part Name            | Part Description                                                                                      | SKU                       | Quantity | Established<br>List price | Discount off Catalog | Net price (list<br>less discount) |
|----------------------|-------------------------------------------------------------------------------------------------------|---------------------------|----------|---------------------------|----------------------|-----------------------------------|
| Rear PA Mic<br>Light | REPLACEMENT MICROPHONE FOR 500 SERIES SIREN<br>UNIVERSAL LED DOME LIGHT 6" ROUND W/ WHITE LENS<br>RED | PSRNSMCO1<br>ECVDMILTAL00 | 1<br>1   | 72                        | 35%                  | 46.8                              |
| TLO Box Base/Mount   | 2021+ TAHOE TILT UP CARGO MOUNT WITH ELECTRONICS<br>TRAY, 5 PIECE SYSTEM                              | AC-21TH-CPMNT-T           | 1        | 144                       | 35%                  | 93.6                              |
| TLO Box              | 40" W x 32" L x 12" H w/2 DL locking handles 1" trim<br>punched with bungee-cord holes. Carpet top.   | CP-GB403212-LIP           | 1        | 1113                      | 20%                  | 890.4                             |
|                      |                                                                                                       |                           |          | 1959                      | 20%                  | 1567.2                            |

#### EXTERIOR REAR

| Part Name               | Part Description                                                                                                                                                                   | SKU        | Quantity | Established<br>List price | Discount off Catalog | Net price (list<br>less discount) |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------------------------|----------------------|-----------------------------------|
| Tail light flasher      | Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s.                                                                                                                  | ETFBSSN-P  | 1        | 108                       | 35%                  | 70.2                              |
| Rear LED Flasher Insert | Universal UnderCover Screw-In LED Insert Single Light Kit, 9-<br>32 Vdc w/ 10' 5-wire harness includes insert, Lens #1<br>(Extreme Angle) & Inline Flasher - Dual Color Blue/White | ELUC3H010E | 2        | 342                       | 35%                  | 222.3                             |

|                                     |                                                                                                                                                               |              |   |      |     |         |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|---|------|-----|---------|
| mpower 4" rear                      | mpower® 4" Fascia Light w/ Stud Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White    | EMPS1SL54RBW | 2 | 500  | 35% | 325     |
| mpower Arrow System (Rear TC light) | Chevrolet Tahoe (2021-23) 8 Mod Split Rear (DRV)  D12  D12  T18  T18   T18  T18  T18  (PAS)  R_A  R_A  RAW  RAW X BAW  BAW  RBA  RBA  Accessories: PNFLBSPLT1 | EMPAK0161Y   | 1 |      |     |         |
|                                     |                                                                                                                                                               |              |   | 3049 | 35% | 1981.85 |

| EXTERIOR ROOF           |                                                         |                |          |                        |                      |                                |
|-------------------------|---------------------------------------------------------|----------------|----------|------------------------|----------------------|--------------------------------|
| Part Name               | Part Description                                        | SKU            | Quantity | Established List price | Discount off Catalog | Net price (list less discount) |
| Radio Antenna           | 136-1000 MHz PUBLIC SAFETY ROOF MOUNT ANTENNA           | ROOF-FT-NITI   | 1        | 130                    | 0%                   | 130                            |
| Sierra Wireless Antenna | 4x4 4G/5G Sharkfin Antenna                              | GPSXD4X-6-60-H | 1        | 450.92                 | 0%                   | 450.92                         |
| QMA Connector           | QMA Plug RG58                                           | 379            | 3        | 50.23                  | 0%                   | 50.23                          |
| Radio Antenna           | 445-470 MHz 5dB Base Loaded Mobile Antenna              | MXRAS76551     | 1        | 78.4                   | 0%                   | 78.4                           |
| Radio Antenna           | 760-870 MHz 3dB OPEN COIL BLACK MOBILE ANTENNA W/SPRING | MXRBMAX7603S   | 1        |                        |                      |                                |
| GPS Antenna             | HIGH PERFORMANCE GPS ANTENNA W/SMA CONNECTORS           | NMOHFGPSFMESM  | 1        | 51.62                  | 0%                   | 51.62                          |
| Antenna Cables          | 25' RG58U 3/4" NMO MOUNT ANTENNA, NO CONNECTOR          | A<br>ANXM88U25 | 2        | 174.85                 | 0%                   | 174.85                         |
|                         |                                                         |                |          | 49.16                  | 0%                   | 49.16                          |

|                                           |    |           |
|-------------------------------------------|----|-----------|
| Total net price                           | \$ | 33,114.96 |
| Labor (estimated hrs X labor rate per hr) | \$ | 8,833.00  |
| Grand Total                               | \$ | 41,947.96 |

# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.H.**

Date: **10/27/2025**

**Date submitted:**  
09/18/2025

**Action:** Formal

**Date requested:**  
10/27/2025

**Subject: Authorization to accept a sole-source vendor proposal from Axon Enterprise, Inc. for the purchase and installation of three (3) Fleet 3 Dash-Camera Systems at a cost not to exceed \$32,106.08 for the installation in newly delivered Chevrolet Tahoe police SUVs. This acquisition was identified and is fully funded as an approved project in the City's Capital Improvement Plan (CIP) and is included in the Fiscal Year 2025–2026 budget, previously adopted by the City Council.**

**TO:** Mayor and City Council

**FROM:** Brian Jerome, Captain

### **RECOMMENDATION:**

The City Council authorizes the acceptance of a sole-source vendor proposal from Axon Enterprise, Inc. to purchase three (3) Fleet-3 Dash Camera Systems for the Eloy Police Department's new Chevrolet Tahoe SUVs at a total cost of \$32,106.08, utilizing Capital Improvement Plan (CIP) funds, and authorizes the Mayor or designee to sign all documents necessary to execute the agreement. This purchase was identified as an approved project in the CIP and is included in the 2025-2026 fiscal year budget previously adopted by the City Council.

### **DISCUSSION:**

The Eloy Police Department requests approval to procure three (3) Axon Fleet 3 Dash Camera Systems for installation in newly delivered Chevrolet Tahoe police SUVs. This purchase is fully funded through the FY 2025-2026 CIP budget and represents a one-time capital investment in critical public safety technology.

### **Sole Source Vendor Justification**

#### **1. Vendor Exclusivity and Compatibility**

Axon Enterprise, Inc. is the sole manufacturer and authorized provider of Fleet 3 in-car camera systems. A supporting letter from Axon confirming its sole-source status is attached. The Axon Fleet 3 system is the only dash camera platform natively integrated with the Department's existing Axon [Evidence.com](https://www.evidence.com) digital evidence

management system, which stores and manages thousands of photographs and video files.

## **2. Operational Standardization and Training Continuity**

EPD standardizes its body-worn and in-car video technology on the Axon ecosystem, and has used Axon products for over ten (10) years. Maintaining a consistent hardware and software environment ensures officers are trained on a single interface and that technology functions the same way in every patrol vehicle, regardless of assignment. A mixed-vendor environment would necessitate separate training, increase the maintenance burden, and delay incident review.

## **3. Evidence Technology and Public Records Compliance**

Fleet 3 video automatically uploads to [Evidence.com](https://evidence.com) with metadata linking it to associated body-worn camera footage. This eliminates manual uploads and ensures retention policies and audit logs apply uniformly across devices. It also improves turnaround time for public records requests and simplifies discovery production for prosecutors.

## **4. Technology and Safety Benefits**

Fleet 3 captures synchronized interior and exterior audio/video and includes features that enhance transparency and safety:

- Automatic infrared night vision for low-light environments.
- Axon signal cross-activation with light bar or body camera events.
- LTE/Wi-Fi auto-upload for immediate evidence preservation.
- Five-year hardware warranty and service plan ensuring reliability.

## **5. Lifecycle Cost Efficiency**

Other vendors offer dash camera hardware. However, their solutions would require separate licensing, data storage contracts, and IT support, raising the total cost of ownership over time. Axon's integrated model provides unlimited cloud storage, a single support structure, and a unified maintenance schedule, resulting in long-term efficiency and cost savings.

## **6. Risk and Liability Reduction**

By standardizing on a single, proven vendor, EPD reduces the risk of video loss due to system incompatibility and protects the City against claims of incomplete evidence collection or chain-of-custody deficiencies.

## **Fiscal Impact**

- Total Project Cost: \$32,106.08 (includes sales tax)
- Funding Source: FY 2025-2026 CIP - Police Technology/Equipment

Upon Council authorization, the Department will obtain a purchase order in compliance



with City of Eloy Purchasing Policy Guidelines to Axon Enterprise, Inc., and coordinate installation with the City's vehicle up-fitter (MHQ). The Finance Department has reviewed the proposal and concurs that it complies with the City of Eloy Procurement Guidelines. Once installed and tested, the new Tahoes will be deployed to Operations Division staff. This purchase supports the "Safe and Active Community" goal in the City of Eloy Strategic Plan by leveraging technology to improve officer safety, accountability, and community trust.

**FISCAL IMPACT:**

Total cost of **\$32,106.08**, inclusive of applicable sales tax, as allocated and approved in the 2025-2026 CIP Budget for the Eloy Police Department. No additional budget impacts are anticipated.

**Approved as to Form:**

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

Stephen R. Cooper, City Attorney



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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9/1/2025

**To:** *Eloy Police Department*

**Re:** **Sole Source Letter for Axon Enterprise, Inc.'s TASER Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

### **TASER Energy Weapon Descriptions**



#### **TASER 10 Energy Weapon**

- Multi-shot energy weapon
- Detachable magazine holding 10 TASER 10 Cartridges
- 45-foot (13.7-meter) range
- High-efficiency flashlight
- Green LASER sight
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous selector switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 10 Cartridges only

#### **TASER 7 Energy Weapon**

- Multiple-shot energy weapon
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs



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- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

#### **TASER 7 CQ Energy Weapon**

- Multiple-shot energy weapon for agencies that deploy energy weapons mostly at close quarters (CQ)
- High-efficiency flashlight
- Close Quarter cartridges
- Arc switch enables drive-stun with or without a TASER 7 Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER Weapons Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER Weapons Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with 12-degree TASER 7 Cartridges only

#### **X2 Energy Weapon**

- Multiple-shot energy weapon
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch



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- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

### **X26P Energy Weapon**

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The energy weapon cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **TASER Brand Energy Weapon Model Numbers**

1. Energy Weapons:
  - TASER 10 Models: 100390, 100391
  - TASER 7 Models: 20008, 20009, 20010, and 20011
  - TASER 7 CQ Models 20213, 20214
  - TASER X2 Models: 22002 and 22003
  - TASER X26P Models: 11002 and 11003
2. Optional Extended Warranties for Energy Weapons:
  - TASER 7 – 4-year extended warranty, item number 20040
  - X2 – 4-year extended warranty, item number 22014
  - X26P – 2-year extended warranty, item number 11008
  - X26P – 4-year extended warranty, item number 11004
3. TASER 7 Cartridges (compatible with the TASER 7; required for this Energy Weapon to



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- function in the probe deployment mode)
  - Standoff cartridge, 3.5 degrees, Model 22175
  - Close Quarter cartridge, 12 degrees, Model 22176
  - Hook and Loop Training (HALT) cartridge, 3.5 degrees, Model 22177
  - Hook and Loop Training (HALT) cartridge, 12 degrees, Model 22178
  - Inert cartridge, 3.5 degrees, Model 22179
  - Inert cartridge, 12 degrees, Model 22181
- 4. TASER 10 Magazines
  - TASER 10 live duty magazine (black), item number 100393
  - TASER 10 Hook and Loop Training (HALT) magazine (blue), item number 100394
  - TASER 10 live training magazine (purple), item number 100395
  - TASER 10 inert training magazine (red), item number 100396
- 5. TASER 10 Cartridges (compatible with the TASER 10, required for this energy weapon to function in the probe deployment mode)
  - TASER 10 live cartridge, item number 100399
  - TASER 10 HALT cartridge, item number 10400
  - TASER 10 inert cartridge, item number 100401
- 6. TASER standard cartridges (compatible with the X26P; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22188
  - 21-foot Model: 22189
  - 21-foot non-conductive Model: 44205
  - 25-foot Model: 22190
- 7. TASER Smart cartridges (compatible with the X2; required for this energy weapon to function in the probe deployment mode):
  - 15-foot Model: 22184
  - 25-foot Model: 22185
  - 25-foot inert simulation Model: 22155
  - 25-foot non-conductive Model: 22157
- 8. Battery Packs for TASER 7 and TASER 10 energy weapons:
  - Tactical battery pack Model 22018
  - Compact battery pack Model 22019
  - Non-Rechargeable battery pack Model 22020
  - Disconnect battery pack Model 20027
- 9. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 energy weapons.
  - TASER CAM HD replacement battery Model: 26764
  - TASER CAM HD Download Kit Model: 26762
  - TASER CAM HD optional 4-year extended warranty, item number 26763
- 10. Battery Packs for X26P and X2 Energy Weapons:
  - Performance Power Magazine (PPM) Model: 22010



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- Tactical Performance Power Magazine (TPPM) Model: 22012
  - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
  - eXtended Performance Power Magazine (XPPM) Model: 11010
  - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
  - Axon Signal Performance Power Magazine (SPPM) Model: 70116
11. TASER Weapons Dock, used with TASER 7 and TASER 10 battery packs:
- TASER Weapons Dock Core and Multi-bay Module: 74200
  - TASER Weapons Dock Core and Single-bay Module: 74201
  - TASER Weapons Dock Single Bay Dataport: 74208
12. TASER Dataport Download Kits:
- Dataport Download Kit for the X2 and X26P Model: 22013
13. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023
14. Energy Weapon Holsters:
- Right-hand TASER 10 holster by Safariland Model: 100611
  - Left-hand TASER 10 holster by Safariland Model: 100613
  - Right-hand TASER 10 holster by Blade-Tech Model: 100614
  - Left-hand TASER 10 holster by Blade-Tech Model: 100615
  - Right-hand TASER 10 holster by BLACKHAWK Model: 100616
  - Left-hand TASER 10 holster by BLACKHAWK Model: 100617
  - Ambidextrous TASER 10 holster by So-Tech Model: 100621
  - Right-hand TASER 7 holster by Safariland Model: 20063
  - Left-hand TASER 7 holster by Safariland Model: 20068
  - Right-hand TASER 7 holster with cartridge carrier by Safariland Model: 20160
  - Left-hand TASER 7 holster by with cartridge carrier by Safariland Model: 20161
  - Right-hand X2 holster by BLACKHAWK Model: 22501
  - Left-hand X2 holster by BLACKHAWK Model: 22504
  - Right-hand X26P holster by BLACKHAWK Model: 11501
  - Left-hand X26P holster by BLACKHAWK Model: 11504
15. Enhanced HALT Suit Model: 100623
16. TASER Simulation Suit II Model 44550
17. TASER 7 conductive target Model: 80087
18. Blue X26P Demonstrator/LASER Pointer Model: 11023



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## **Axon Digital Evidence Solution Description**

### **Axon Body 4 Video Camera (DVR)**

- Improved, 160-degree field of view
- Upgraded sensor provides sharper, more detailed images
- Full-shift battery, even when using Axon Respond real-time services
- Bi-directional communications with Watch Me button allowing support teams to view wearer's footage. (Requires Axon Respond)
- Real-time support allows wearer to view user locations on live maps, receive alerts, and view live streams. (Requires Axon Respond location services)
- Faster recharging
- Optional point-of-view (Flex POV) camera module
- Thirteen-hour battery
- Up to 120-second buffering period to record footage before pressing the record button
- Simplified registration

### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology





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### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Respond integration for live streaming and situational awareness

### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Respond live stream, alerts, and location updates for situational





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- awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search

#### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER energy weapon Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

#### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

#### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

#### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period



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- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States



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- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Attorney Premier**

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3<sup>rd</sup> party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3<sup>rd</sup> party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform



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- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

#### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

#### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without



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- creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 energy weapon for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance,



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troubleshooting, and beta testing assistance

#### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live streaming in CAD.
- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

#### **Axon Investigate**

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash



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- Produce detailed written reports via interactive PDF with embedded video and image content within INPUT-ACE
- Extract I-frames
- Decimate
- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered INPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

#### **Axon Justice**

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 4 Cameras:
  - Axon Body 4 Camera Model: 100147
  - Axon Body 4 Flex POV Module Model: 100200





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2. Axon Body 3 Camera Model: 73202
3. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
4. Axon Flex 2 Controller Model: 11532
5. Axon Flex 2 USB Sync Cable Model: 11534
6. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
7. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
8. Universal Helmet Mount Model: 11548
9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
10. Axon Body 2 Camera Model: 74001
11. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
  - Axon Fleet 3 Dual View Camera: 72000
  - Axon Fleet 3 Interior Camera: 72037
  - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112





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**14. Axon Dock Models:**

- Axon Body 3 Dock – 8-Bay Model AX1026
- Axon Body 3 Dock – 1-Bay Model AX1027
- Power cord for Axon Body 3 6-Bay and Axon Body 2 6-Bay and 1-Bay Docks Model: 71019
- Axon Dock – Individual Bay and Core for Axon Flex 2
- Axon Dock – 6-Bay and Core for Axon Flex 2
- Individual Bay for Axon Flex 2 Model: 11538
- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
- Wall Mount Bracket Assembly for Axon Dock: 70033
- Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
- Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
- Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
- Axon Signal Performance Power Magazine (SPPM) Model: 70116



**Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
  - Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
9. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018



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- Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Belt Clip Mount, Axon RapidLock Model: 11509
10. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
11. Axon Fleet 2 Camera
- Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
12. Axon Signal Unit Model: 70112
13. Axon Dock Models:
- Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538
  - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
  - Axon Dock – 1-Bay for Axon Body 3 Model: 71104
  - Axon Dock – 8-Bay for Axon Body 3 Model: 74210
  - Axon Dock – Individual Bay for Axon Body 4 Model: 100201
  - Axon Dock – Multi-Bay for Axon Body 4 Model: 100206

### **TASER 7 Warranties**

1. Tactical Battery Pack Model 20041
2. TASER 7 Dock and Core Warranty Model: 20042
3. TASER 7 Single Bay Dock and Core Warranty Model: 20047

### **Axon Product Packages**

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.



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2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Respond, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Respond +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
7. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
8. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
9. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.
10. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
11. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
12. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
13. **Officer Safety Plan 10:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, and Axon Respond.
14. **Officer Safety Plan 10 Plus:** Includes a TASER 10 energy weapon, the TASER 10

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<sup>1</sup> Axon Body 3 or Axon Body 4 & Axon Dock (for cameras) hardware purchased separately. Includes two Axon camera upgrades and one camera dock upgrade, which apply to 5-year contracts only.



17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

AXON.COM

certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (3), third-party video storage (100 GB), third-party video playback, and Axon Records.

15. **Officer Safety Plan 10 Premium:** Includes a TASER 10 energy weapon, the TASER 10 certification bundle, Axon body camera with Technology Assurance Plan (TAP),<sup>1</sup> Axon Evidence (Evidence.com), unlimited body camera and Axon Capture storage, Command Staff Pro license (1 per 100), Axon Signal Sidearm, Axon Standards, Axon Respond, Axon Respond+, Axon Performance, Axon Community Request, Axon Investigate, Redaction Assistant, auto-tagging with implementation, channel services (unlimited), third-party video storage (100 GB), third-party video playback, Axon Records, Axon VR training, Axon Auto-Transcribe, and My90 by Axon.
16. **TASER 10 Basic:** Pays for the TASER 10 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
17. **TASER 10 Certification:** Pays for TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
18. **TASER 10 Certification with Virtual Reality (VR):** Pays for the TASER 10 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
19. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
20. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, , and auto tagging.
21. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
22. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.



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SCOTTSDALE, ARIZONA 85255

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| SOLE AUTHORIZED DISTRIBUTOR FOR<br>AXON BRAND CAMERAS AND TASER<br>BRAND ENERGY WEAPON PRODUCTS                                                        | SOLE AUTHORIZED REPAIR FACILITY<br>FOR AXON BRAND CAMERAS AND<br>TASER BRAND ENERGY WEAPON<br>PRODUCTS                                                 |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Axon Enterprise, Inc.</b><br><b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b><br><b>Phone: 800-978-2737</b><br><b>Fax: 480-991-0791</b> | <b>Axon Enterprise, Inc.</b><br><b>17800 N. 85<sup>th</sup> Street, Scottsdale, AZ 85255</b><br><b>Phone: 800-978-2737</b><br><b>Fax: 480-991-0791</b> |

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
President  
Axon Enterprise, Inc.

Non-Axon trademarks are property of their respective owners.

The Delta Logo, the Axon + Delta Logo, Axon, Axon Fleet, Axon Respond, Axon Citizen, Axon Evidence, Axon Flex, Axon Interview, Axon Records, Axon Respond, X2, X26P, TASER 7, TASER 10, TASER, and the Lightning Bolt in Circle Logo are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit [www.axon.com/legal](http://www.axon.com/legal). All rights reserved. © 2023 Axon Enterprise, Inc.



Axon Enterprise, Inc.  
17800 N 85th St  
Scottsdale, Arizona 85255  
United States  
VAT: 86-0741227  
Domestic:(800) 978-2737  
International: +1.800.978.2737

Q-739191-45939AS

Issued: 10/09/2025

Quote Expiration: 09/05/2025

Estimated Contract Start Date: 10/01/2025

Account Number: 108866

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: \$0.00

| SHIP TO                                                                     | BILL TO                                                                              |
|-----------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Eloy Police Dept. - AZ<br>630 N Main St<br>Eloy,<br>AZ<br>85131-2517<br>USA | Eloy Police Dept. - AZ<br>630 N Main St<br>Eloy<br>AZ<br>85131-2517<br>USA<br>Email: |

| SALES REPRESENTATIVE                                                                                                    | PRIMARY CONTACT                                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| Adam Smith<br>Phone: 602-751-1798<br>Email: <a href="mailto:asmith@axon.com">asmith@axon.com</a><br>Fax: (480) 463-2201 | Tyler Gordon<br>Phone: 520-466-7324<br>Email: <a href="mailto:tgordon@eloyaz.gov">tgordon@eloyaz.gov</a><br>Fax: |

Quote Summary

|                        |             |
|------------------------|-------------|
| Program Length         | 60 Months   |
| TOTAL COST             | \$30,027.60 |
| ESTIMATED TOTAL W/ TAX | \$32,106.08 |

Discount Summary

|                          |            |
|--------------------------|------------|
| Average Savings Per Year | \$563.23   |
| TOTAL SAVINGS            | \$2,816.16 |

Payment Summary

| Date     | Subtotal    | Tax        | Total       |
|----------|-------------|------------|-------------|
| Sep 2025 | \$30,027.60 | \$2,078.48 | \$32,106.08 |
| Total    | \$30,027.60 | \$2,078.48 | \$32,106.08 |

|                        |             |
|------------------------|-------------|
| Quote Unbundled Price: | \$32,842.80 |
| Quote List Price:      | \$30,027.60 |
| Quote Subtotal:        | \$30,027.60 |

## Pricing

*All deliverables are detailed in Delivery Schedules section lower in proposal*

| Item           | Description   | Qty | Term | Unbundled | List Price | Net Price | Subtotal           | Tax               | Total              |
|----------------|---------------|-----|------|-----------|------------|-----------|--------------------|-------------------|--------------------|
| <b>Program</b> |               |     |      |           |            |           |                    |                   |                    |
| Fleet3B        | Fleet 3 Basic | 3   | 60   | \$182.46  | \$166.82   | \$166.82  | \$30,027.60        | \$2,078.48        | \$32,106.08        |
| <b>Total</b>   |               |     |      |           |            |           | <b>\$30,027.60</b> | <b>\$2,078.48</b> | <b>\$32,106.08</b> |

## Delivery Schedule

### Hardware

| Bundle        | Item   | Description                                               | QTY | Shipping Location | Estimated Delivery Date |
|---------------|--------|-----------------------------------------------------------|-----|-------------------|-------------------------|
| Fleet 3 Basic | 101675 | AXON FLEET - ERICSSON CRADLEPOINT R980-5GD-A+5YR NETCLOUD | 3   | 1                 | 09/01/2025              |
| Fleet 3 Basic | 101924 | AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT   | 3   | 1                 | 09/01/2025              |
| Fleet 3 Basic | 70112  | AXON SIGNAL - VEHICLE                                     | 3   | 1                 | 09/01/2025              |
| Fleet 3 Basic | 72036  | AXON FLEET 3 - STANDARD 2 CAMERA KIT                      | 3   | 1                 | 09/01/2025              |

### Software

| Bundle        | Item  | Description                                        | QTY | Estimated Start Date | Estimated End Date |
|---------------|-------|----------------------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic | 80400 | AXON EVIDENCE - FLEET VEHICLE LICENSE              | 3   | 10/01/2025           | 09/30/2030         |
| Fleet 3 Basic | 80410 | AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED | 6   | 10/01/2025           | 09/30/2030         |

### Services

| Bundle        | Item   | Description                                           | QTY |
|---------------|--------|-------------------------------------------------------|-----|
| Fleet 3 Basic | 100738 | AXON FLEET 3 - SIM INSERTION - VZW 4FF                | 3   |
| Fleet 3 Basic | 73391  | AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED | 3   |

### Warranties

| Bundle        | Item  | Description                                | QTY | Estimated Start Date | Estimated End Date |
|---------------|-------|--------------------------------------------|-----|----------------------|--------------------|
| Fleet 3 Basic | 80379 | AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT   | 3   | 09/01/2026           | 09/30/2030         |
| Fleet 3 Basic | 80495 | AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT | 3   | 09/01/2026           | 09/30/2030         |



Shipping Locations

| Location Number | Street        | City | State | Zip        | Country |
|-----------------|---------------|------|-------|------------|---------|
| 1               | 630 N Main St | Eloy | AZ    | 85131-2517 | USA     |

Payment Details

| Sep 2025     |         |               |     |             |            |             |
|--------------|---------|---------------|-----|-------------|------------|-------------|
| Invoice Plan | Item    | Description   | Qty | Subtotal    | Tax        | Total       |
| Year 1       | Fleet3B | Fleet 3 Basic | 3   | \$30,027.60 | \$2,078.48 | \$32,106.08 |
| Total        |         |               |     | \$30,027.60 | \$2,078.48 | \$32,106.08 |

| Oct 2025                 |         |               |     |          |        |        |
|--------------------------|---------|---------------|-----|----------|--------|--------|
| Invoice Plan             | Item    | Description   | Qty | Subtotal | Tax    | Total  |
| Invoice Upon Fulfillment | Fleet3B | Fleet 3 Basic | 3   | \$0.00   | \$0.00 | \$0.00 |
| Total                    |         |               |     | \$0.00   | \$0.00 | \$0.00 |

**Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.**

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

**Eloy Police Department**

Signature: \_\_\_\_\_

Name: Andrew Sutton

Title: Mayor

Date: \_\_\_\_\_

**Axon Enterprise, Inc.**

Signature: Signed by:  Robert Driscoll  
55DAEBB131A424...

Name: Robert Driscoll

Title: Deputy General Counsel

Date: 10/16/2025 | 9:32 AM MST

10/9/2025





# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.I.**

Date: **10/27/2025**

**Date submitted:**  
09/18/2025

**Action:** Formal

**Date requested:**  
10/27/2025

**Subject: Authorization to accept a proposal from Motorola Solutions for the purchase of three (3) Motorola APX8500 Mobile Radios to be installed in the City's three (3) new Chevrolet Tahoe Police SUVs, at a total project cost of \$30,895.27, inclusive of applicable sales tax. The purchase will utilize pricing available through Arizona State Contract No. CTR046830. This acquisition was identified as an approved project in the City's Capital Improvement Plan (CIP) and is fully funded within the Fiscal Year 2025–2026 budget previously adopted by the City Council.**

**TO:** Mayor and City Council

**FROM:** Brian Jerome, Captain

### **RECOMMENDATION:**

Staff recommends that the City Council authorize the acceptance of a proposal from Motorola Solutions for the purchase of three (3) Motorola APX8500 Mobile Radios to be installed in the City's new Chevrolet Tahoe Police SUVs, at a total project cost of \$30,895.27, including applicable sales tax, as approved in the City's Capital Improvement Plan (CIP) for the Fiscal Year 2025–2026 budget adopted by the City Council. The purchase will utilize pricing available through the Arizona State Contract No. CTR046830.

### **DISCUSSION:**

The Eloy Police Department recently acquired three Chevrolet Tahoe Police SUVs through Enterprise Leasing and seeks authorization to expend \$30,895.27 in Capital Improvement Plan (CIP) funds, as part of the approved 2025-2026 fiscal year budget, for the purchase of three Motorola APX8500 all-band P25-compliant digital radios.

Upon receipt, these radios will be programmed to Pinal Regional Communications Consortium (PRCC) standards—the Department's primary radio system—and professionally installed in the three new SUVs.



Benefits include:

- Secure Communications: Fully encrypted radios ensure safe, reliable communication throughout Eloy and Pinal County.
- Warranty Coverage: Each radio is protected by an extended warranty to support reliable service over the life of the assigned patrol vehicle.
- PRCC Integration: Radios integrated into the PRCC system incur an annual, ongoing subscriber fee of \$253.56 per radio, resulting in an increase of \$760.68 in the Department's annual PRCC subscriber fees.

By proceeding with this purchase, the Department maintains compliance with regional communication standards and ensures operational readiness of the new patrol vehicles. The Finance Department has reviewed this proposal and concurs that it complies with the City of Eloy Procurement Guidelines.

**FISCAL IMPACT:**

The total purchase cost for three (3) Motorola APX8500 Mobile Radios is \$30,895.27, inclusive of applicable sales tax. Funding for this purchase is available through Capital Improvement Plan (CIP) funds specifically allocated and approved in the Fiscal Year 2025–2026 budget.

Ongoing annual subscriber fees totaling \$760.68 will be funded from the Police Department's Maintenance and Operating Budget, in accordance with the current Pinal Regional Communications Consortium (PRCC) fee schedule.

**Approved as to Form:**



---

Stephen R. Cooper, City Attorney

Billing Address:  
ELOY, CITY OF  
630 N MAIN ST  
ELOY, AZ 85131  
US

Quote Date:08/06/2025  
Expiration Date:12/07/2025  
Quote Created By:  
Michael Colvin  
Mike.Colvin@  
motorolasolutions.com

End Customer:  
ELOY, CITY OF  
Tyler Gordon  
TGordon@eloyaz.gov  
(520) 464-3458

Contract: 21069 - CTR046830-STATE OF  
AZ

| Line # | Item Number  | Description                                     | Qty | List Price | Disc % | Sale Price | Ext. Sale Price |
|--------|--------------|-------------------------------------------------|-----|------------|--------|------------|-----------------|
|        | APX™ 8500    |                                                 |     |            |        |            |                 |
| 1      | M37TSS9PW1CN | APX8500 ALL BAND MP MOBILE                      | 3   | \$6,558.00 | 27.0%  | \$4,787.34 | \$14,362.02     |
| 1a     | QA01648AA    | ADD: HW KEY SUPPLEMENTAL DATA                   | 3   | \$6.42     | 26.95% | \$4.69     | \$14.07         |
| 1b     | HA00694AA    | ADD: 7Y ESSENTIAL SERVICE HTM                   | 3   | \$604.80   | 0.0%   | \$604.80   | \$1,814.40      |
| 1c     | GA00580AA    | ADD: TDMA OPERATION                             | 3   | \$530.00   | 27.0%  | \$386.90   | \$1,160.70      |
| 1d     | GA01513AB    | ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)          | 3   | \$112.00   | 27.0%  | \$81.76    | \$245.28        |
| 1e     | G51AT        | SOFTWARE LICENSE ENH:SMARTZONE                  | 3   | \$1,766.00 | 27.0%  | \$1,289.18 | \$3,867.54      |
| 1f     | GA01606AA    | ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED      | 3   | \$0.00     | 0.0%   | \$0.00     | \$0.00          |
| 1g     | G298AS       | SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY | 3   | \$871.00   | 27.0%  | \$635.83   | \$1,907.49      |
| 1h     | B18CR        | ADD: AUXILIARY SPKR 7.5 WATT APX                | 3   | \$71.00    | 27.0%  | \$51.83    | \$155.49        |
| 1i     | G843AH       | ADD: AES ENCRYPTION AND ADP                     | 3   | \$560.00   | 27.0%  | \$408.80   | \$1,226.40      |



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

| Line #           | Item Number  | Description                                     | Qty | List Price | Disc % | Sale Price | Ext. Sale Price |
|------------------|--------------|-------------------------------------------------|-----|------------|--------|------------|-----------------|
| 1j               | G444AH       | ADD: APX CONTROL HEAD SOFTWARE                  | 3   | \$0.00     | 0.0%   | \$0.00     | \$0.00          |
| 1k               | G67EH        | ADD: REMOTE MOUNT E5 MP                         | 3   | \$350.00   | 27.0%  | \$255.50   | \$766.50        |
| 1l               | GA01517AA    | DEL: NO J600 ADAPTER CABLE NEEDED               | 3   | \$0.00     | 0.0%   | \$0.00     | \$0.00          |
| 1m               | G806BL       | SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX  | 3   | \$607.00   | 27.0%  | \$443.11   | \$1,329.33      |
| 1n               | GA01670AA    | ADD: APX E5 CONTROL HEAD                        | 3   | \$767.00   | 27.0%  | \$559.91   | \$1,679.73      |
| 1o               | W22BA        | ADD: STD PALM MICROPHONE APX                    | 3   | \$85.00    | 27.0%  | \$62.05    | \$186.15        |
| 1p               | QA09113AB    | ADD: BASELINE RELEASE SW                        | 3   | \$0.00     | 0.0%   | \$0.00     | \$0.00          |
| 1q               | G361AH       | SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX | 3   | \$353.00   | 27.0%  | \$257.69   | \$773.07        |
| 1r               | GA05509AA    | DEL: DELETE UHF BAND                            | 3   | -\$800.00  | 0.0%   | -\$584.00  | -\$1,752.00     |
| Product Services |              |                                                 |     |            |        |            |                 |
| 2                | LSV00Q00202A | DEVICE PROGRAMMING                              | 3   | \$110.00   | 0.0%   | \$110.00   | \$330.00        |

Subtotal \$28,066.17

Estimated Tax \$2,829.10

**Grand Total \$30,895.27(USD)**

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



|                                                                                  |                           |                   |                                                                                                                                 |
|----------------------------------------------------------------------------------|---------------------------|-------------------|---------------------------------------------------------------------------------------------------------------------------------|
|  | <b>Contract Amendment</b> |                   | <b>Arizona Department of<br/>Administration<br/>State Procurement Office<br/>1802 W Jackson St., #100<br/>Phoenix, AZ 85007</b> |
|                                                                                  | CTR046830                 | Amendment One (1) |                                                                                                                                 |
|                                                                                  |                           |                   |                                                                                                                                 |

|                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                     |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CONTRACTOR:</b><br>MOTOROLA SOLUTIONS INC<br>3332 E. Broadway Rd.<br>Phoenix, AZ 85040<br><br><b>CONTACT:</b> Walter Whately<br><b>PHONE:</b> (520) 457-8604<br><b>EMAIL:</b> <a href="mailto:walter.whately@motorolasolutions.com">walter.whately@motorolasolutions.com</a> | <b>STATE AGENCY:</b><br>AZ Department of Administration (ADOA)<br>State Procurement Office<br>1400 W Washington St. 3100<br>Phoenix, AZ 85007<br><br><b>CONTACT:</b> Jim Atkins<br><b>PHONE:</b> (602) 245-8268<br><b>EMAIL:</b> <a href="mailto:james.atkins@azdoa.gov">james.atkins@azdoa.gov</a> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### Public Communications Equipment and Services

Pursuant to Section 2-D: Uniform Terms and Conditions, Section 5.0 Contract Changes, 5.1 Amendments, of the above referenced contract, it is hereby amended as follow:

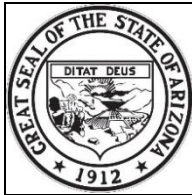
- 1) In accordance with Special Terms and Conditions, Section 3.1, Term of Contract, the contract is hereby extended through **October 9, 2026**.

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED**

*\* Please ensure all required Certificate Of Insurance are updated and submitted to the State Procurement Office.*

**ACKNOWLEDGEMENT AND AUTHORIZATION**

This amendment shall be fully executed upon the electronic approval in the State e-Procurement system by an authorized representative of the Contractor and applied to the contract in the State e-Procurement system by the Procurement Officer or delegate.



## Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

### Attachment 4 Pricing Sheet

**Attachment 4 Pricing Sheet** - Offeror shall submit pricing information using the Excel document ADSP019-00008376 Attachment 4 - Pricing\_Public\_Communications\_Equipment\_and\_Services provided within ProcureAZ.

**Item(s) in ProcureAZ** - Offeror shall enter a one (1) in the unit cost field of line item 1 within ProcureAZ. NOTE: Offeror that shows a zero or leaving this field blank will result in a **No Bid**.

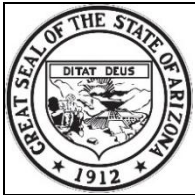
**Please note that in order for Offeror to be susceptible, there must be a \$1.00 response under Unit Cost on the Items Tab in ProcureAZ.**

#### **ADSP019-00008376 Public Communications Equipment and Services – Attachment 4**

##### **1. Pricing**

The pricing for each section is listed below in under each product category. Please refer to the catalog section 2.0.0 for specific details on each product including installation, services, engineering and warranties. Motorola Solutions, Inc. has included a list of exceptions in Attachment 5-B Supplement No. 1., to allow the State of Arizona to review and insure that our products will suit the state and other cooperative procurement agencies. Motorola Solutions regularly develops new products and solutions. We will work with the State of Arizona to add new products as they are available at agreed upon prices. Additions of new products and solutions will be memorialized in a written amendment.

| #            | Category                                                                                                                         | Percentage of catalog price |
|--------------|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------|
| <b>1.1.0</b> | <b>Product Category</b>                                                                                                          |                             |
| <b>1.2.0</b> | <b>2-Way Radio (Quantity Discount for Single Orders Only)</b>                                                                    |                             |
|              | APX Radios-Quantity Discounts (1-499)                                                                                            | <b>27%</b>                  |
|              | Quantity Discount (500-1999)                                                                                                     | <b>30%</b>                  |
|              | Quantity Discount (2000-6999)                                                                                                    | <b>35%</b>                  |
|              | Quantity Discount (7000 & above)                                                                                                 | <b>40%</b>                  |
|              | APX Portable Radios, Mobile Radios, APX accessories, FLASH Upgrade licenses, batteries, chargers and remote speaker microphones- | <b>27%</b>                  |



# Request for Proposal

Solicitation No.  
**ADSP019-00008376**  
Description:

**Public Communications Equipment and Services**

Arizona Department of Administration  
**State Procurement Office**  
100 N 15th Ave., Suite 402  
Phoenix, AZ 85007

| #            | Category                                                                                                                                           | Percentage of catalog price                       |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
|              | 2-Way Radio Repeaters                                                                                                                              | 20%                                               |
|              | ASTRO Radio systems hardware, software, features and licenses                                                                                      | 15%                                               |
|              | All 2-Way Radio and accessory software including: Customer Programming Software, Radio and Device Manager, LEX and VML LTE devices and accessories | 5%                                                |
|              | Service Monitors and related accessories and licenses                                                                                              | 5%                                                |
| <b>1.3.0</b> | <b>Digital Microwave Terminals</b>                                                                                                                 |                                                   |
|              | All Digital Microwave Systems hardware, software and licenses                                                                                      | 15%                                               |
| <b>1.4.0</b> | <b>LMR Base Station Antennas, Microwave Antennas</b>                                                                                               |                                                   |
|              | All infrastructure antennas including LMR and Microwave                                                                                            | 20%                                               |
|              | All transmission line, connectors and related hardware                                                                                             | 10%                                               |
| <b>1.5.0</b> | <b>RADIO DISPATCH CONSOLES</b>                                                                                                                     |                                                   |
|              | All Radio Dispatch Consoles software and licenses                                                                                                  | 20%                                               |
|              | All Radio Dispatch and Command Center Computer Hardware                                                                                            | 15%                                               |
|              | All Radio Dispatch Console furniture, FSA, Logging Solutions, hardware, software, and licenses                                                     | 10%                                               |
|              | All Radio Dispatch accessories including headsets footswitches, etc.                                                                               | 27%                                               |
| <b>1.6.0</b> | <b>GENERATORS</b>                                                                                                                                  |                                                   |
|              |                                                                                                                                                    |                                                   |
| <b>1.7.0</b> | <b>Back-up Batteries</b>                                                                                                                           |                                                   |
|              | All Back-up Batteries                                                                                                                              | 5%                                                |
|              | All portable radio batteries                                                                                                                       | 27%                                               |
| <b>1.8.0</b> | <b>Prefab Comm Shelters</b>                                                                                                                        |                                                   |
|              | All Prefab Communications Shelters and related hardware                                                                                            | 5%                                                |
| <b>1.9.0</b> | <b>Service</b>                                                                                                                                     |                                                   |
|              | All Services including: Installation, Dispatch, Monitoring , Preventative Maintenance, Engineering, Telephone and On-Site Support                  | 2%                                                |
|              | All Service Packages including: Essential, Advanced, Premier                                                                                       | 2% off catalog pricing (minimum 2 year agreement) |
| <b>1.10</b>  | <b>Consultation and Third-Party Oversight</b>                                                                                                      | <b>No Bid</b>                                     |

# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.J.**

Date: **10/27/2025**

**Date submitted:**  
10/15/2025

**Action:** Formal

**Subject: Consideration and Approval of a Proposal from TischlerBise for a Land Use Assumptions, Infrastructure Improvement Plan and Development Fee Study Utilizing the Cooperative Purchasing Agreement Between the City of Tucson and TischlerBise, in an Amount Not to Exceed \$90,000. This project is included in, and was approved as part of, the City's Capital Improvement Plan (CIP) for FY2025-2026.**

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Mackenzie Letcher, Assistant City Manager

### **RECOMMENDATION:**

Staff recommends that the City Council accept the proposal from TischlerBise to conduct the Land use assumptions, infrastructure improvement plan, and development fee study, utilizing the cooperative purchasing agreement established with the City of Tucson, in an amount not to exceed \$90,000.

### **DISCUSSION:**

The City of Eloy is required under Arizona Revised Statutes §9-463.05 to periodically review and update its Land Use Assumptions, Infrastructure Improvement Plan (IIP), and Development Fee Report to ensure continued compliance with state law and maintain the legal defensibility of its development impact fees. The last comprehensive study was completed by TischlerBise in 2019, with an updated Development Fee Report adopted by City Council in April 2020. As the five-year statutory update period has now been reached, the City must complete a new study to remain within the required timeframe for adjustments and continued collection of development fees.

Development fees are one-time charges collected from new development to fund the capital improvements needed to serve growth, not the maintenance, repair, or operation of existing systems. These fees help ensure that new growth pays its fair share for the additional infrastructure and public facilities it requires. In Eloy, development fees currently support three key public service areas:

- **Parks and Recreation** – funding for new parks, recreation facilities, and amenities needed to serve a growing population.
- **Police** – expansion of public safety facilities, vehicles, and equipment required to maintain appropriate service levels.
- **Streets** – improvements to roadway capacity, traffic circulation, and connectivity to accommodate new development.

In 2020, the City eliminated development fees for Water and Sewer, replacing them with “capacity fees.” While categorized separately, capacity fees serve a similar purpose, they are also one-time charges assessed to new developments to fund the expansion of water and wastewater systems needed to serve additional demand. These fees will be included in the scope of the upcoming study to ensure consistency and alignment across all infrastructure funding mechanisms.

To meet the statutory requirement, staff recommends engaging TischlerBise to prepare the updated Land Use Assumptions, Infrastructure Improvement Plan, and Development Fee Study utilizing the Cooperative Purchasing Agreement between the City of Tucson and TischlerBise. TischlerBise is a nationally recognized leader in development fee analysis and infrastructure financing, with more than 1,100 similar studies completed nationwide, including for peer cities such as Avondale, Buckeye, Casa Grande, Coolidge, and Florence.

The scope of work includes updating demographic and land use projections, identifying capital improvements necessary to serve new development, preparing a ten-year Infrastructure Improvement Plan, and developing a comprehensive Development Fee Report with updated fee calculations. The study will also incorporate stakeholder engagement and public presentations as required by statute, ensuring transparency and community input throughout the process.

According to the proposed project schedule, the study will be completed within approximately six months of initiation. Major tasks include:

- **Months 1–2:** Data collection and land use assumption development
- **Months 2–4:** Infrastructure analysis and cost identification
- **Months 4–5:** Draft IIP and fee methodology preparation
- **Months 5–6:** Final report completion and public presentations

The total anticipated cost of the study is **\$82,120**, with an additional **\$7,880** requested as contingency funds, for a total not to exceed **\$90,000**. This project is **included in the**

**City's adopted FY2025–2026 Capital Improvement Plan and will be entirely funded through existing development impact fee revenues.**

**FISCAL IMPACT:**

The total cost of the proposed study is \$82,120, with an additional \$7,880 allocated as contingency funds, bringing the total project authorization to an amount not to exceed \$90,000. Funding for this project is included in, and was approved as part of, the City's adopted Capital Improvement Plan for FY2025–2026. The study will be fully funded through existing development impact fee revenues, with no impact to the City's General Fund.

**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



**Proposal for  
Land Use Assumptions,  
Infrastructure Improvement  
Plan and Development  
Fee Study**

Eloy, Arizona  
May 27, 2025





# Table of Contents

|                             |    |
|-----------------------------|----|
| Section 1: Cover Letter     | 1  |
| Section 2: Qualifications   | 2  |
| Section 3: Project Approach | 11 |
| Section 4: Project Schedule | 19 |
| Section 5: Pricing          | 22 |



## Section 1: Cover Letter

June 7, 2025

Mackenzie Letcher, Assistant City Manager  
City of Eloy  
595 N. C Street, Suite 104  
Eloy, AZ 85131

### ***RE: Proposal for Land Use Assumptions, Infrastructure Improvement Plan, and Development Fee Report***

Dear Mackenzie,

TischlerBise is pleased to submit the enclosed qualifications to prepare an Infrastructure Improvement Plan and Land Use Assumptions for the City. There are several points we would like to note that make our qualifications unique:

- **Depth of Experience.** Our qualified team of eight professionals bring an unparalleled depth of experience to this assignment. **We have prepared over 1,100 development fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees.
- **Technical Knowledge of Land Use Planning and Local Government Finance.** The TischlerBise team will apply years of development fee experience within the context of overall City financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- **Arizona Experience.** TischlerBise has prepared more development fees in the State of Arizona than any other firm.
- **Consensus Builders.** Our seasoned Project Team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of impact fee calculations as well as the economic effect of implementation.

We look forward to the possibility of renewing our relationship with the City and are committed to providing cost-effective, high-quality support for this assignment.

Sincerely,



L. Carson Bise II, AICP, President  
TischlerBise  
4701 Sangamore Road S240  
301.320.6900 x12  
carson@tischlerbise.com

## Section 2: Qualifications

### Firm Overview

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and is **headquartered in Bethesda, Maryland, with a secondary office in Boise, Idaho**. The firm employs ten fiscal/economic professionals and one administrative support professional.

TischlerBise specializes in fiscal/economic impact analysis, impact fees, market feasibility, utility rates studies, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies for forty years. In this time, we have prepared over **1,000 fiscal/economic impact evaluations and over 1,100 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies.

### Arizona Experience

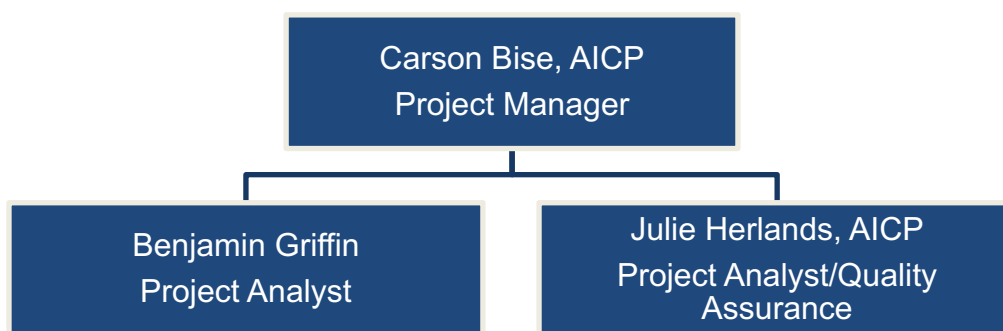
TischlerBise has unsurpassed experience preparing development fees and infrastructure improvements plans in the State of Arizona, particularly under Arizona's new development fee legislation, SB 1525. **We have completed or are currently engaged with the following Arizona communities to conduct SB 1525-related updates and analyses since 2013:**

- |                    |                     |
|--------------------|---------------------|
| ▪ Apache Junction# | ▪ Oro Valley        |
| ▪ Avondale#        | ▪ Payson#           |
| ▪ Buckeye#         | ▪ Peoria            |
| ▪ Casa Grande#     | ▪ Pinetop-Lakeside# |
| ▪ Cave Creek       | ▪ Queen Creek       |
| ▪ Coolidge#        | ▪ Safford           |
| ▪ Eloy#            | ▪ Sedona#           |
| ▪ Flagstaff#       | ▪ Show Low          |
| ▪ Florence         | ▪ Sierra Vista#     |
| ▪ Fountain Hills   | ▪ San Luis#         |
| ▪ Gilbert          | ▪ Somerton#         |
| ▪ Glendale#        | ▪ Surprise#         |
| ▪ Goodyear         | ▪ Tempe#            |
| ▪ Kingman          | ▪ Tucson            |
| ▪ Maricopa#        | ▪ Wellton           |
| ▪ Nogales          | ▪ Yuma#             |

*# Indicates multiple SB 1525 engagements*

## Project Team Qualifications

To successfully complete this assignment, the consultant must possess specific, detailed and customized knowledge of not only the technical analysis, but the context of the development fee structures and implementation in achieving the City's fiscal, economic, transportation and land use policy goals. Our proposed Project Team of Carson Bise, AICP, Julie Herlands, AICP, and Benjamin Griffin has unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of Eloy. Our Project Team brings 60 years of development fee calculation, capital improvement planning, infrastructure/utility finance, demographic and market analysis, and development fee implementation experience to the City's assignment. In summary, all three members of Team are considered national thought leaders in the areas of impact fees, exactions, infrastructure finance, impact fee program administration, and implementation. The organizational chart below shows our project team for this assignment.



**Carson Bise, AICP**, President of TischlerBise, will serve as Project Manager and coordinate our Project Team's interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with Julie Herlands and Benjamin Griffin, developing and reviewing all aspects of the project and providing policy direction for the project. **Mr. Bise was the Project Manager of our previous engagements with the City of Eloy.**

**Julie Herlands, AICP**, Vice President of TischlerBise, will provide analytical support to the impact fee study as well as quality assurance, assisting Mr. Bise in reviewing all work products generated throughout the assignment. **Most recently, Mr. Bise and Ms. Herlands have collaborated on the following Arizona development fee projects: Glendale, Maricopa, Oro Valley, Payson, Pinetop-Lakeside, and Tucson.**

**Benjamin Griffin**, Senior Fiscal/Economic Analyst, is an accomplished development fee Project Manager in the State of Arizona, and will provide analytical support to the study and will be responsible for much of the technical requirements of the project. Most importantly, Mr. Griffin, in conjunction with Mr. Bise, will ensure constant collaboration and communication between City staff and our team through frequent progress memorandums, conference calls, and in-person meetings. **Most recently, Mr. Bise and Mr. Griffin have collaborated on the following Arizona development fee projects: Apache Junction, Avondale, Buckeye, Casa Grande, Coolidge, Eloy, Flagstaff, Fountain Hills, Kingman, Pinal County, Sedona, Sierra Vista, Somerton, Surprise, Tempe, and Yuma.**

## L. Carson Bise, II, AICP, President

Mr. Bise has thirty years of fiscal, economic and planning experience, and **has conducted fiscal and infrastructure finance evaluations in 40 states**. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 350 impact fee studies. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* (co-author) and *Fiscal Impact Analysis: Methodologies for Planners* published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards* also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. **Mr. Bise is a past Board of Director for the Growth and Infrastructure Finance Consortium and recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

### ARIZONA IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Camp Verde, Arizona – *Impact Fee Study*
- Coolidge, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Eloy, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Florence, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Gilbert, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Goodyear, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Maricopa, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Payson, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Safford, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Surprise, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Wellton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*

### EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

## PUBLICATIONS

- “Next Generation Transportation Impact Fees,” American Planning Association, Planners Advisory Service.
- “Fiscal Impact Analysis: Methodologies for Planners,” American Planning Association.
- “Planning and Urban Design Standards,” American Planning Association, Contributing Author on Fiscal Impact Analysis.
- “Fiscal Impact Analysis: How Today’s Decisions Affect Tomorrow’s Budgets,” ICMA Press.
- “Are Subsidies Worth It?” Economic Development News & Views.
- “Smart Growth and Fiscal Realities,” ICMA Getting Smart! Newsletter.
- “The Economics of Density,” AICP Training Series, 2005, Training CD-ROM (American Planning Association).

## Julie Herlands, AICP, Vice President

Julie Herlands is Vice President of TischlerBise and has over twenty years of planning, fiscal, and economic development experience. Prior to joining TischlerBise, Ms. Herlands worked in the public sector in Fairfax County, Virginia for the Office of Community Revitalization and for the private sector for the International Economic Development Council (IEDC) in their Advisory Services and Research Department. For IEDC, she conducted several consulting projects including economic and market feasibility analyses and economic development assessments and plans. Her economic, fiscal impact, and impact fee/infrastructure finance experience includes a wide range of assignments in over 15 states. She is a frequent presenter at national and regional conferences including serving as co-organizer and co-presenter at a half-day AICP Training Workshop entitled *Fiscal Impact Assessment* at the American Planning Association National Planning Conference. A session on impact fees and cash proffers presented at the APA National Conference is available through the APA training series, *Best of Contemporary Community Planning*. **She is currently the Immediate Past Chair of the Economic Development Division of the APA and recently chaired the APA Task Force on Planning and Economic Development.**

## ARIZONA IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction Water Company, Arizona – *Water System Connection Fees*
- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Cave Creek, Arizona *Land Use Assumptions, IIP and Development Fee Study*
- Glendale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Peoria, Arizona – *Development Impact Fees*
- Prescott, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Queen Creek, Arizona – *Development Impact Fees*
- Show Low, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*

## EDUCATION

Masters of Community Planning, University of Maryland

Bachelor of Arts, Political Science, University of Buffalo

## PUBLICATIONS

- “Should Impact Fees Be Reduced in a Recession?”, Economic Development Now, August 10, 2009 (International Economic Development Council)
- “Agreements, Fees, and CIP”, The Best of Contemporary Community Planning, 2005, Training CD-ROM (APA and Lincoln Institute of Land Policy)

## Benjamin Griffin, Senior Fiscal/Economic Analyst

Benjamin Griffin is a Senior Fiscal and Economic Analyst at TischlerBise and has 10 years of experience, specializing in development fees, fiscal impact analysis and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title clearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.

## ARIZONA IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- Apache Junction, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Avondale, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Buckeye, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Casa Grande, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Flagstaff, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Fountain Hills, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Kingman, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Maricopa, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinetop-Lakeside, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- San Luis, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sedona, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Sierra Vista, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Somerton, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Surprise, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Tempe, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Yuma, Arizona – *Land Use Assumptions, IIP and Development Fee Study*
- Pinal County, Arizona – *Development Fee Study*

## EDUCATION

Master of Urban and Regional Planning, Economic Development, University of New Orleans  
Bachelor of Business Administration, Finance, University of Mississippi



## Project Examples/References

The following project descriptions demonstrate our team's recent and vast experience with assignments similar to the scope of services required by the City of Eloy.

### **City of Buckeye, Arizona – Land Use Assumptions, IIP and Development Fee Study**

Project Contact: Scott Zipprich, City Engineer

Address: 530 East Monroe Avenue Buckeye, AZ 85326

Phone: (623) 349-6217

E-mail: [szipprich@buckeyeaz.gov](mailto:szipprich@buckeyeaz.gov)

TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

Contract Period: March 2017 to April 2019

TischlerBise recently completed an update to the City's SB1525 compliant development fees we originally prepared in 2013. This study includes an update to parks and recreation, library, street, police, fire, water, and wastewater development fees. **Due to Buckeye's acquisition of Global Water, and the complexity of existing development agreements related to this acquisition, Buckeye accelerated its update process.** To account for development agreements related to water and wastewater service throughout Buckeye, which often vary within individual Community Master Plan Areas and 208 Areas, **TischlerBise and Buckeye staff designed a GIS-based development fee schedule to accurately assess fees at the parcel level.** Buckeye's current (four) water and wastewater service areas are projected to increase to approximately ten to twenty service areas for each type of infrastructure – Buckeye's water and wastewater development agreements do not usually have similar geographic boundaries.

### **City of Glendale, Arizona – Land Use Assumptions, IIP and Development Fee Study**

Project Contact: Don Bessler, Chief Capital Improvement Officer

Address: 5850 West Glendale Avenue Glendale, AZ 85301

Phone: (623) 930-2909

E-mail: [DBessler@glendaleaz.com](mailto:DBessler@glendaleaz.com)

TischlerBise Staff: Carson Bise, AICP, Julie Herlands, AICP, and Benjamin Griffin

Contract Period: March 2018 to September 2019

Following upon our 2012 assignment, TischlerBise was retained to update our previous SB1525 compliant IIP and Development Fee Study. This study includes an update to parks and recreation, library, police, fire, water, wastewater and transportation development fees **(this is the fifth time the City has engaged TischlerBise)**. The scope of this work effort included developing land use assumptions for the service areas where development fees were to be assessed, determining eligible infrastructure projects under the new definition of "necessary public services," and calculating Infrastructure Improvement Plans. As part of this update, TischlerBise is examining the feasibility of implementing a tiered transportation development fee structure that is designed to encourage development in the downtown area, yet still make the City competitive for economic development opportunities in the West Service Area.

### **Town of Florence, Arizona – Land Use Assumptions, IIP and Development Fee Study**

Project Contact: Lisa Garcia, Assistant City Manager

Address: 775 North Main Street Florence, AZ 85132

Phone: (520) 868-7552

E-mail: [lisa.garcia@florenceaz.gov](mailto:lisa.garcia@florenceaz.gov)

TischlerBise Staff: Carson Bise, AICP

Contract Period: September 2017 to October 2018

TischlerBise was retained by the Town of Florence to review and update their Land Use Assumptions, IIP and Development Fee Study for fire/rescue, parks, trails, water, sewer and transportation. As part of this update, TischlerBise recommended a reduction in the number of service areas to make administration of the fee program easier for the Town, while still complying with SB1525.

***City of Tempe, Arizona – Land Use Assumptions, IIP and Development Fee Study***

Project Contact: Tom Duensing, Financial Services Director

Address: 20 East 6<sup>th</sup> Street Tempe, AZ 85281

Phone: (480) 350-8505

E-mail: [Thomas\\_Duensing@tempe.gov](mailto:Thomas_Duensing@tempe.gov)

TischlerBise Staff: Carson Bise, AICP, and Benjamin Griffin

Contract Period: August 2020 to Present

The City of Tempe hired TischlerBise in 2013 and 2016 to prepare SB1525 compliant Land Use Assumptions, Infrastructure Improvements Plan and Development Fee Study for Police, Libraries, Streets, Fire and Parks. As part of this effort, TischlerBise prepared several iterations of the fees (e.g., plan-based versus incremental expansion) for the City's consideration. A primary consideration as part of this assignment was the City's ability to fund the operating expenses associated with various planned facilities. TischlerBise also prepared the residential fees using a progressive fee structure (e.g., fees vary by size of house), which helps with housing equity and affordability issues. TischlerBise was recently retained to update the City's non-utility development fees.

## Section 3: Project Approach

### Overview

Development fees are simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating development fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate development fees for the City. Each method has advantages, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of development fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following discussion outlines how TischlerBise will approach and add value to this portion of the City's assignment.

**Growth Projections and Demographic Trends.** Projecting future residential and nonresidential development is more difficult now than in the past because of changing demographics and lifestyle choices. Changes in the retail sector combined with the long-term impact of the COVID-19 pandemic on the retail and office markets are also a concern. **TischlerBise's extensive national experience conducting market analysis and real estate feasibility studies is invaluable in determining the appropriate development projections used in the IIP and development fee calculations.** This includes both the amount of development and the geographic location. Depending on the methodology employed, overly optimistic development projections can increase the City's financial exposure, if projected development fee revenue is less than expected.

**Fiscal Sustainability and the Evaluation of Credits.** State law requires a forecast of non-development fee revenues from new service units. The IIP needs to forecast revenues generated by new service units other than development fees, such as state-shared revenue, highway user revenue, federal revenue, ad valorem property taxes, construction contracting, or similar excise taxes based on the approved land use assumptions. This needs to include a plan to include these contributions in determining the extent of the burden created by new development.

To avoid potential double payment situations, municipalities must also consider infrastructure provided by community facility districts that may exist. The existence of these "special districts" may affect the determination service areas and must be documented in the land use assumptions. It is important that

development fees clearly differentiate between “project-level improvements” that might be provided by a private developers or community facilities districts, and the “system improvements” that will be funded, at least in part, by development fees. Community facilities districts might also affect the need for “revenue credits” as discussed in section 9-463.05.B.14 of Arizona’s enabling legislation.

**Improved Infrastructure Improvement Plan Flexibility.** Many of our Arizona clients elected for plan-based approaches for their IIPs. An unintended consequence of these decisions is a relative lack of flexibility with the individual IIPs as they relate to changes in the market and other conditions. As part of our Round 2 SB1525 assignments we prepared IIPs that incorporate a hybrid approach. Using transportation as an example, we can project the number of lane miles needed to maintain current levels of service (in this example, let’s assume 10.4 lane miles). However, rather than use a purely plan-based approach, the solution is to identify improvements that exceed 10.4 lane miles (let’s assume 22 lane miles). Rather than being tied to a defined plan, the City can respond to the market and funding arrangements at the time (federal or state money may be identified in the future for one or more projects making them development fee ineligible) and select projects over the 10-year time horizon that equal the required 10.4 lane miles.

**Public Outreach.** The importance of public outreach when considering development fees should not be overlooked. Based upon our team’s experience with development fees in Arizona, we anticipate this study may attract controversy. Therefore, it is important to build a coalition of support early in the process, to educate and inform the public and other key stakeholders about the purpose of the various components of the study, and to explain how it will benefit both key constituents (developers) and the public. It is critical to develop a communications strategy that will offset and correct any misinformation that might proliferate, and to provide a clear and compelling logic for public adoption of an IIP and development fee program. Our seasoned project team has actively participated in legislative body meetings and citizen committees to educate stakeholders regarding the technical process of developing an IIP and the development fee calculations. We will work with staff to create appropriate collateral and other materials as part of this assignment.

**Implementation/Ongoing Support.** The Land Use Assumptions, IIP and Development Fee Study is just the beginning of the relationship between TischlerBise and our clients. That is the primary reason the majority of our annual development fee work is from existing clients through sole source procurement. After the fee study is complete, TischlerBise can prepare implementation materials and provide training to City staff to ensure it is prepared to implement the development impact fee program in a manner that is efficient and consistent with Arizona and national case law. Implementation materials include an administrative manual and forms which will track the City’s development fee ordinance with cross references between the ordinance, forms, and administrative manual. Finally, TischlerBise understands that it is impossible to forecast every conceivable development proposal within the fee structure. Therefore, TischlerBise routinely prepares specific development fee amounts for specific projects at no charge to our clients.

## Work Scope

The following work scope is designed to meet the requirement of SB1525, as well as national case law. This scope of work assumes the following infrastructure categories: Water, Wastewater, Police, Parks and Recreation, and Streets.

### TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss City staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information
- Review and refine work plan and schedule
- Discuss current fee categories and current/future funding arrangements
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any relevant policy issues

**Meetings:** One (1) on-site visit to meet with City project management team/City staff as appropriate.

**Deliverables:** Data request memorandum.

### TASK 2: PREPARE LAND USE ASSUMPTIONS

TischlerBise will prepare annual projections of population, employment, housing, commercial, industrial, and other nonresidential square footage data for ten (10) year for all other development fee categories. This will be based on discussions with City staff and review of published information. The Consultant will prepare a memorandum discussing the recommended land use projections (Land Use Assumptions Document) that will serve as the basis for the IIP and development impact fee schedule. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area. A map of the area(s) to which the land use assumptions apply will also be included in this task.

**Meetings:** Discussions with Development Services staff will be held as part of Task 1, as well as conference calls as needed.

**Deliverables:** TischlerBise will prepare a draft technical memorandum discussing the recommended Land Use Assumptions. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Development Fee Report.

### TASK 3: ASCERTAIN DEMAND FACTORS AND LEVELS-OF-SERVICE FOR “NECESSARY PUBLIC SERVICES”

Communities in Arizona may assess development fees for “necessary public services” which have a useful life of more than three years and that are owned and operated on behalf of the City and within the incorporated boundary.

There are several important subtasks that are outlined below:

- **Proportionate Share** – Determine the proportionate share of the cost of “necessary public services,” based on service units needed to provide such services to new development.

- **Determine Existing Levels-of-Service** – The costs for the “necessary public services” required to serve new development are based on the same level-of-service being provided to existing development in the service area. We will determine the existing level-of-service by conducting onsite interviews, evaluating the appropriate studies, and analyzing relevant local data. These onsite interviews will also include discussions about and defining of the infrastructure components to be included in the IIP and development fees.
- **Determine Service Areas** – Specify the area(s) within the City’s boundaries in which development will be served by the “necessary public services” or facility expansions and that a substantial nexus exists between the necessary public services or facility expansions and the development being served as prescribed in the IIP.

The above subtasks will enable us to ensure that three important development fee requirements are met, collectively referred to as rational nexus requirements: demonstration of impact, benefit, and proportionality.

**Meetings:** Two (2) meetings with City staff to discuss capital facility needs and levels-of-service. As a no charge option, TischlerBise can meet with a Stakeholder Group if the City desires.

**Deliverables:** See Task 7.

#### **TASK 4: IDENTIFY CAPITAL NEEDS AND COSTS**

This task will determine the relevant capital needs and costs due to growth.

- 1) **Long-Range Capital Need** – TischlerBise will focus on relevant documents such as the relevant planning documents and master plans, the current Capital Improvements Plan, and other mapping and data that is available. Discussions will aim not only to understand the specific costs, but also to assess the size and scope of projects and whether capital facility needs are due to normal replacement, catch-up, or new demand.
- 2) **Service Units** – TischlerBise will define the standardized measures of consumption, use, or generation attributable to an individual unit of development for each category of “necessary public services” or facility expansions.
- 3) **Review Cost Estimates** – TischlerBise will review the costs of infrastructure improvements, real property, financing, engineering, and architectural services associated with the “necessary public services” to be included in the IIP and development fees.
- 4) **Financing Costs** – TischlerBise will identify projected interest charges and other financial costs which are to be used for repayment of principal and interest of debt used to finance construction of “necessary public services” identified in the IIP.
- 5) **Identify Ineligible Costs** – TischlerBise will identify costs that are not eligible for inclusion in the IIP and development fees. Ineligible costs include projects not included in the IIP; repair, maintenance, or operation of existing facilities; projects which serve existing development in order to meet stricter regulatory requirements; projects which provide a higher level-of-service to existing development; and administrative, maintenance, and operating costs.

As part of calculating the fee, costs for infrastructure improvements, real property, financing, engineering, and architectural services will be considered. TischlerBise will consider all of these components in developing an equitable allocation of costs.

**Meetings:** Two (2) meetings with City staff.

**Deliverables:** See Task 7.

#### **TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS**

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the development fee study.

**Deliverables:** Memoranda as appropriate. See Task 10.

#### **TASK 6: DISCUSS PRELIMINARY METHODOLOGIES AND POLICY OPTIONS**

The requirement that development fees be based on an IIP does not equate to a requirement that only the plan-based methodology can be used in the calculations. The IIP can reflect the past capacity investments in infrastructure that will be repaid by new development with development fee revenue. Likewise, the City can plan to provide new development the same level-of-service being currently provided to existing development.

TischlerBise will evaluate different allocation methodologies for each IIP and development fee component to determine which methodology is the most appropriate measure of the demand created by new development. These methodologies include:

**Cost Recovery Methodology** – This methodology is best suited for infrastructure which has already been built and has excess capacity available to be utilized for new development.

**Incremental Expansion Methodology** – Under this approach, new development will receive the current level-of-service being provided to existing development by the existing inventory of infrastructure.

**Plan-Based Methodology** – This methodology primarily evaluates the CIP for new development’s proportionate share of planned capital projects. It is important to note, however, that CIP’s are often fiscally constrained and may not reflect the true requirements of new development. TischlerBise will therefore also evaluate master plans for different categories of infrastructure.

This comprehensive approach and consideration of alternative methodologies will allow maximization of the development fees. TischlerBise to prepare draft levels-of-service tables and methodology recommendations for each infrastructure category and component. We will discuss this information with City staff to ensure understanding and acceptance. Policy alternatives will be discussed as appropriate. This should help ensure “sign-off” and prevent time delays in finalizing the analysis.



**Meetings:** One (1) meeting with City staff and elected officials (if desired) to discuss and explain the preliminary findings, assumptions, and results. As a no charge option, TischlerBise can meet with a Stakeholder Group if the City desires.

**Deliverables:** TischlerBise will prepare a “story board” for staff review and comment detailing proposed levels-of-service, cost estimates, service areas, credits and recommended calculation methodologies.

#### **TASK 7: PREPARE DRAFT INFRASTRUCTURE IMPROVEMENT PLAN (IIP)**

In this task, TischlerBise’s qualified professionals will prepare an IIP using generally accepted engineering and planning practices for each “necessary public service” for which a development fee can be assessed. Development of the IIP will include the following subtasks:

- **Reserve Capacity** – The IIP will identify infrastructure capacity to be reserved to serve future development.
- **Description of Existing Necessary Public Services in the Service Area(s)** – The IIP will include a description of the existing “necessary public services” in the service area(s) and the costs to upgrade, update, improve, expand, correct, or replace those services to meet existing needs and usage and stricter safety, efficiency, environmental, and regulatory standards.
- **Analysis of Total Capacity** – The IIP will identify the current usage and commitments for usage of capacity of the existing “necessary public services.”
- **Description of “Necessary Public Services” Attributable to New Development** – The IIP will describe all parts of the “necessary public services” of facility expansions and their costs necessitated by and attributable to development in the service area(s) based on the approved land use assumptions. Cost forecasts will include the costs of infrastructure improvements, real property, financing, engineering, and architectural services.
- **Equivalency/Conversion Table** – The IIP will include a table establishing the specific level or quantity of use, consumption, or generation of a service unit for each category of “necessary public services” or facility expansions. The table will include the ratio of a service unit to various types of residential, commercial, and industrial land uses.
- **Projected Service Units** – The IIP will include the total number of projected service units necessitated by and attributable to new development in the service area(s), based on the approved land use assumptions.
- **Projected Demand for Necessary Public Services** – The IIP will include a ten-year projection of the demand for “necessary public services”, or facility expansions required by new service units.
- **Forecast of Non-Development Fee Revenues from New Service Units** – The IIP will forecast revenues other than development fees generated by new service units, such as state-shared revenue, highway user revenue, federal revenue, ad valorem property taxes, construction contracting or similar excise taxes attributable to development based on the approved land use assumptions. This subtask will include a plan to include these contributions in determining the extent of the burden created by new development.





These subtasks will result in a written plan that identifies each “necessary public service” or facility expansion that is to be the subject of a development fee and complies with the requirements of State law.

**Meetings:** None.

**Deliverables:** Draft Infrastructure Improvement Plan.

#### **TASK 8: CONDUCT FUNDING AND CASH FLOW ANALYSIS; ESTIMATE ANNUAL OPERATING COSTS**

To prepare a meaningful IIP, it is important to evaluate the anticipated funding sources. In this task, TischlerBise will prepare a ten-year cash flow analysis. This calculation will allow the City to better understand the revenue potential of the development fees and the amount which would be needed if the fees were discounted. It will also provide a good understanding of the cash flow needed to cover the infrastructure costs for new development. The cash flow analysis will indicate whether additional funds might be needed or whether the IIP might need to be altered. This could also affect the total credits calculated in the previous task. Therefore, it is likely that several iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs. Development fee revenues can only be spent on capital projects that add capacity. Operating and maintenance costs associated with these capital improvements will have to be funded from other revenue sources, mostly likely from the General Fund. To estimate the annual operational and maintenance costs of the projected infrastructure, TischlerBise will utilize several data sources, including:

- Most recently adopted operating budget.
- Most recently adopted CIP.
- Capital project/program submittal sheets from departments.

**Meetings:** None.

**Deliverables:** See Task 10.

#### **TASK 9: COMPLETE DEVELOPMENT FEE METHODOLOGY AND CALCULATIONS**

The completion of the previous task will enable the development fee methodology and calculations to be finalized. TischlerBise will calculate the maximum justifiable fee for commercial, residential, and industrial development that can be charged and conform to fee requirements.

**Meetings:** None.

**Deliverables:** Draft Development Fee Report.

#### **TASK 10: PREPARE FINAL LAND USE ASSUMPTIONS, IIP AND DEVELOPMENT FEE REPORT, PUBLIC PRESENTATIONS**

TischlerBise will prepare a written report for the City that summarizes the need for development fees for the “necessary public services” category and the relevant methodologies employed, as well as documentation for all assumptions and cost factors. The report will include at a minimum the following information:

- Executive Summary.
- A detailed description of the methodologies used during the study.

- A detailed description of all level-of-service standards and cost factors used and accompanying rationale.
- An IIP spanning a maximum ten-year planning horizon (15-year for utilities), listing projects, costs, timing, and financing.
- A detailed schedule of all proposed fees listed by land use type and activity.
- Other information which adequately explains and justifies the resulting recommended fee schedule.
- A ten-year cash flow analysis of development fees and estimate of operating costs.

**Meetings:** One (1) presentation/work session with the City Council to present and discuss final and Use Assumptions, Development Fee Report and IIP as part of the legislatively required adoption process.

**Deliverables:** Final Land Use Assumptions, IIP and Development Fee Report and presentation materials for meetings.

## Section 4: Project Schedule

### Project Schedule

The table below indicates our proposed schedule for this assignment. This schedule assumes all draft work products needed to start the adoption process are completed by month 6.

| PROPOSED SCHEDULE- LAND USE ASSUMPTIONS, IIP AND DEVELOPMENT FEE STUDY                            |                    |           |                                                                  |
|---------------------------------------------------------------------------------------------------|--------------------|-----------|------------------------------------------------------------------|
| Tasks                                                                                             | Anticipated Dates  | Meetings* | Meetings/Deliverables                                            |
| Task 1: Project Initiation / Data Acquisition                                                     | Month 1            | 1 *       | Data Request Memorandum                                          |
| Task 2: Prepare Land Use Assumptions                                                              | Months 1 and 2     | 1 *       | Technical Memorandum Discussing Recommended Land Use Assumptions |
| Task 3: Ascertain Demand Factors and Levels-of-Service for Necessary Public Services              | Months 2 through 4 | 1 *       | See Task 7                                                       |
| Task 4: Identify Capital Needs and Costs                                                          | Months 2 through 4 | 2         | See Task 7                                                       |
| Task 5: Determine Need for Credits                                                                | Month 4            | 0         | See Task 0                                                       |
| Task 6: Discuss Preliminary Methodologies and Policy Options                                      | Month 4            | 0         | Storyboard Presentation on Fee Methodologies                     |
| Task 7: Prepare Infrastructure Improvement Plan (IIP)                                             | Months 4 and 5     | 2         | Draft/Final Infrastructure Improvement Plan                      |
| Task 8: Conduct Funding and Cash Flow Analysis                                                    | Month 5            | 0         | See Task 10                                                      |
| Task 9: Complete Development Fee Methodology and Fee Calculations                                 | Months 5 and 6     | 0         | Draft IIP and Development Fee Report                             |
| Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report, Public Presentations | Months 5 and 6     | 1         | Final IIP and Development Fee Report                             |

\*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

### Accessibility

TischlerBise will attend pre-scheduled meetings with the City in person (or video conference if desired) deploying staff from our main office in Maryland. TischlerBise staff regularly travel to our national client base without incident and frequently utilize regional trips to add additional (uncontracted) trips to clients. TischlerBise's regular and repeat work in Arizona affirms our flexibility and ability to accommodate schedules. Our Project Team will be available via email and phone throughout the study, and our accessibility and availability will continue throughout the term of the Agreement. We encourage you to consult our references regarding our superior accessibility and availability.

### Internal Communications

An essential component of these efforts is frequent, ongoing, and meaningful communication between the consultant team and staff. TischlerBise is known for its hands-on approach, with face-to-face meetings, frequent conference calls, and ongoing email communications as an integral part of our work scope. The specific strategy is to use the Work Scope and Schedule to manage the project. It is recommended the City identify a staff Project Manager who serves as a point person between the consultant team and City. It is

also recommended that a staff working group/technical committee be identified to provide feedback throughout the study process. This enables effective and efficient processes as well as keeps relevant staff apprised of the study's progress and content. TischlerBise also recommends periodic briefings with City Administration.

## Project Management Approach

TischlerBise utilizes a project management process which ensures our projects are completed on time and within budget, and, most importantly, they yield results that match our clients' expectations. Our project management plan employs the following principles to mitigate potential risk and result in successful projects:

- **Risk: Lack of Understanding of Project Goals, Objectives, and Desired Outcomes**
  - **Mitigation: We begin by defining the project to be completed.** Based on discussions that occur as part of our Project Initiation task, Carson Bise, along with Mr. Griffin will identify the final project goals and objectives in collaboration with City staff, list potential challenges to the process, and develop a plan to ensure successful outcomes and effective communication.
- **Risk: Schedule Delays**
  - **Mitigation: We will plan the project schedule from the outset.** As part of the Project Initiation task, Mr. Bise will work with City staff to create an agreed-upon timetable to meet the project schedule. Prior to beginning the project, Mr. Bise will assign roles that will ensure that the project schedule is met on time and within budget.
- **Risk: Technical Complications**
  - **Mitigation: We will actively manage the project process.** Mr. Bise, Ms. Herlands, and Mr. Griffin have a long history of strong project management skills that are supported by past project successes (we encourage you to contact our references in this regard). Mr. Bise will manage the work in progress, provide guidance and oversight to staff, and be accountable to the City meeting the schedule, budget, and technical requirements of the project.
- **Risk: Quality Control**
  - **Mitigation: We will review all project deliverables and communication through a formal quality assurance process** that requires review at the peer level, project manager level, and executive officer level. Prior to the delivery of work product to the City, deliverables will go through a structured quality assurance process involving up to three levels of review and utilizing a checklist tool. The first level involves a peer-to-peer review of work products and computer models. Next, Mr. Bise, assisted by Ms. Herlands will be responsible for a second set of reviews comparing the work product to the completed quality checklist form.
- **Risk: Loss of Project Staff**
  - **Mitigation: Our Project Team for this assignment include two of the firm's principals and one senior consultant.** The fact that our project team includes the firm's President and Vice President, as well as a senior member of our staff with a vested interest in continuing with a firm, the need to replace a member of our proposed Project Team is highly unlikely. If



the need to replace a team member does arise, TischlerBise is the largest impact fee consulting firm in the country, and can immediately bring in Colin McAweeney, who is our Western Region Manager, who heads our Boise office.

- **Risk: Cost Overruns**

- **Mitigation: The studies will be conducted under a fixed fee arrangement.** We typically do not utilize change orders in our work efforts. The potential for a change in budget could occur if the goals, objectives, and expectations as agreed upon in the scope and project management processes shift significantly. The use of the above proactive project management elements is structured to avoid budgetary issues.

## Section 5: Pricing

The table below summarizes our estimated consultant costs for the tasks reflected in our proposed scope of work. This proposal is fixed fee and includes all project expenses. We have estimated these expenses based on past project experience and do not expect the City to reimburse us for any costs we incur above these estimates. TischlerBise invoices monthly, based on the percentage complete for each task.

| PROPOSED FEE - INFRASTRUCTURE IMPROVEMENT PLAN AND LAND USE ASSUMPTIONS                           |            |           |            |            |                 |
|---------------------------------------------------------------------------------------------------|------------|-----------|------------|------------|-----------------|
| Project Team Member:                                                                              | Bise       | Herlands  | Griffin    | Total      |                 |
| Hourly Rate*                                                                                      | \$250      | \$190     | \$210      | Hours      | Cost            |
| Task 1: Project Initiation / Data Acquisition                                                     | 8          | 0         | 0          | 8          | \$2,000         |
| Task 2: Prepare Land Use Assumptions                                                              | 8          | 2         | 24         | 34         | \$7,420         |
| Task 3: Ascertain Demand Factors and Levels-of-Service for Necessary Public Services              | 16         | 4         | 24         | 44         | \$9,800         |
| Task 4: Identify Capital Needs and Costs                                                          | 16         | 4         | 60         | 80         | \$17,360        |
| Task 5: Determine Need for Credits                                                                | 8          | 2         | 12         | 22         | \$4,900         |
| Task 6: Discuss Preliminary Methodologies and Policy Options                                      | 8          | 0         | 16         | 24         | \$5,360         |
| Task 7: Prepare Infrastructure Improvement Plan (IIP)                                             | 16         | 4         | 36         | 56         | \$12,320        |
| Task 8: Conduct Funding and Cash Flow Analysis                                                    | 4          | 2         | 12         | 18         | \$3,900         |
| Task 9: Complete Development Fee Methodology and Fee Calculations                                 | 4          | 2         | 16         | 22         | \$4,740         |
| Task 10: Prepare Final Land Use Assumptions, IIP and Development Fee Report, Public Presentations | 24         | 4         | 36         | 64         | \$14,320        |
| <b>Total Cost:</b>                                                                                | <b>112</b> | <b>24</b> | <b>236</b> | <b>372</b> | <b>\$82,120</b> |

\* Hourly rates are inclusive of all costs.



# TischlerBise

FISCAL | ECONOMIC | PLANNING

## Principal Office

4701 Sangamore Road, Suite S240 |  
Bethesda, MD 20816  
301.320.6900 x12 (w) |  
[carson@tischlerbise.com](mailto:carson@tischlerbise.com)

## Boise Office

999 W. Main Street #100 |  
Boise, Idaho 83701





**CITY OF TUCSON**  
REQUEST FOR PROPOSAL

240084

IMPACT FEE CONSULTANT

Due Date: Monday, October 30, 2023

City of Tucson  
255 W Alameda St  
Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/62767>

PUBLISH DATE: October 9, 2023



CITY OF TUCSON  
BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES PROCUREMENT DIVISION  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 240084**  
Page **2** of **34**  
RESPONSIBLE CONTRACT OFFICER: Maritza Felix  
PH: (520) 837-4107

**Attachments:**

**A - OFFER\_AND\_ACCEPTANCE\_RFP**

## A. NOTICE

### A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240084

TITLE: Impact Fee Consultant

SUBMITTAL DUE DATE: Monday, October 30, 2023 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Tuesday, October 17, 2023

TIME: 9:00 am LOCAL AZ TIME

|                                                  |                              |                         |                                        |
|--------------------------------------------------|------------------------------|-------------------------|----------------------------------------|
| LOCATION:                                        | <a href="#">PRE-PROPOSAL</a> | <a href="#">MEETING</a> | <a href="#">LINK</a>                   |
| Call                                             | in                           | #:                      | 1-213-293-2303                         |
| Conference ID#: 328 126 5#                       |                              |                         |                                        |
| QUESTIONS<br>(520)<br>maritza.felix@tucsonaz.gov | SHALL                        | BE                      | DIRECTED TO: Maritza Felix<br>837-4107 |

Posted Date: Monday, October 9, 2023

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

## **B. INTRODUCTION**

### **B.1. Summary**

The City of Tucson (the City) is seeking a qualified consultant to update a series of reports related to the analysis, assessment and collection of development impact fees

### **B.2. Contact Information**

**Maritza Felix**

Senior Contract Officer

Email: [maritza.felix@tucsonaz.gov](mailto:maritza.felix@tucsonaz.gov)

Phone: [\(520\) 837-4107](tel:(520)837-4107)

**Department:**

Development Services

### **B.3. Timeline**

|                                             |                                                   |
|---------------------------------------------|---------------------------------------------------|
| <b>Release Project Date</b>                 | October 9, 2023                                   |
| <b>Pre-Proposal Meeting (Non-Mandatory)</b> | October 17, 2023, 9:00am<br>Virtual Teams Meeting |
| <b>Question Submission Deadline</b>         | October 23, 2023, 3:00pm                          |
| <b>Proposal Submission Deadline</b>         | October 30, 2023, 2:00pm                          |

## **C. SCOPE OF WORK**

### **C.1. Introduction**

The City of Tucson (the City) is seeking a qualified consultant to update a series of reports related to the analysis, assessment and collection of development impact fees. Whenever there is a new development or a change in a use of an existing project, the City collects development impact fees to pay for the cost (or portion of the cost) of providing public services in the development area. Development impact fees are collected and distributed to expand necessary public services in four categories: streets, parks, police and fire. In FY23, the City collected approximately \$12 million in development impact fees.

A.R.S. § 9-463.05 outlines the legal framework for the collection of impact fees. This statute was revised in 2011 and required significant changes to the City's system for assessing and collecting fees, and to require the updating of the Land Use Assumptions and Infrastructure Improvement Plans every 5 years. Due to this, the City adopted a revised program in 2014, and subsequently updated the program in March 2020. The updated documents included the following:

- Land Use Assumptions Report (LUA)
- Infrastructure Improvement Plans (IIPs) for Streets, Parks, Police and Fire
- Impact Fee Reports (IF) for Streets, Parks, Police and Fire
- Development Impact Fee Regulations and Rates Ordinance

Current reports and information on the Impact Fee program can be found online at the following webpages:

<https://www.tucsonaz.gov/Departments/Business-Services-Department/Development-Impact-Fees>

<https://www.tucsonaz.gov/Departments/Planning-Development-Services/Fees/Development-Impact-Fees>

A.R.S. § 9-463.05(D)(3), requires cities to update their LUA Report and IIPs at least every five years. If warranted, the IF Reports are updated, and the Rates are then adjusted.

### **C.2. Scope of Work**

The City is seeking a consultant to initiate and complete the process for the five-year mandated update of the LUA Report and IIPs. The selected consultant and team will produce the various reports and plans, described as follows. The LUA will provide essential information, including growth projections for population and housing unit construction in the City over a 10-year timeframe. The IIPs will identify the infrastructure needed to service projected development and include preliminary development impact fee calculations. The IF Reports finalize the impact fee calculations and set out rates for various uses. All impact fee adjustments are then finalized in a rate schedule.

Throughout the completion of the described work, it is anticipated the consultant team will meet with the City project team, various City Departments, and local stakeholders on an as needed basis. These meetings and process updates will be essential in ensuring a comprehensive and defensible impact fee program.

In order to comply with state law, the LUA and IIPs will need to be adopted by March 20, 2025 by the Tucson City Council. As such, it is anticipated that the selected consultant team will adhere to the following anticipated timeline for tasks and deliverables:

- **January 2024 – March 2024:** Consultant to complete work on reports, including meetings with City staff and stakeholders
- **April 2024:** Draft of all reports due
- **May 2024:** Revisions and discussions on reports
- **June 2024:** Final draft of reports published for public review
- **June 2024 - March 2025:** Public process, support by consultants as needed.

## D. INSTRUCTIONS TO OFFERORS

### D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

**Contractor/Consultant:** A Successful Offeror that enters into a Contract with the City.

**Contract Representative:** The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

**Business Services Director:** The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**May not:** The indicated party is prohibited from taking the action.

**Must:** The action or condition is required.

**Offer:** Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits an Offer in response to this solicitation.

**Successful Offeror:** An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

**Will:** The indicated party is promising to take the action or abide by the condition.

### D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

### D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

#### **D.4. ADDENDUM OF SOLICITATION**

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <https://procurement.opengov.com/portalucson-az> and follow the City of Tucson will receive email notifications of solicitation addenda.

#### **D.5. UNDERSTANDING SCOPE OF WORK**

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

#### **D.6. PREPARATION OF OFFER**

- A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.



- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## **D.7. PAYMENT DISCOUNTS**

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

## **D.8. TAXES**

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

## **D.9. EXCEPTIONS TO CONTRACT PROVISIONS**

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

## **D.10. PUBLIC RECORD**

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## **D.11. CONFIDENTIAL INFORMATION**

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

## **D.12. WHEN AND HOW TO SUBMIT OFFERS**

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: <https://procurement.opengov.com/portalucson-az>.

NOTE: THE ENTIRE OFFER MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

## **D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST**

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

#### **D.14. WITHDRAWAL OF OFFER; BINDING OFFER**

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in “submitted” status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

#### **D.15. DISCUSSIONS**

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror’s submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

#### **D.16. VENDOR REGISTRATION; BUSINESS LICENSE**

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City’s Business Services Department. Registration can be completed at <https://procurement.opengov.com/portalucson-az>.
- B. Obtain a City of Tucson Business License or a written determination from the City’s Business License Section that a license is not required. For questions contact the City’s Business License Section at (520) 791-4566 or email at [license@tucsonaz.gov](mailto:license@tucsonaz.gov)

## **E. OFFER EVALUATION AND CONTRACT AWARD**

### **E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Qualifications & Experience
- B. Method of Approach
- C. Price Proposal

### **E.2. INTERVIEWS**

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

### **E.3. ADDITIONAL INVESTIGATIONS**

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

### **E.4. OTHER INFORMATION**

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

### **E.5. PRICE**

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

### **E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS**

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

## **E.7. CONTRACT NEGOTIATIONS**

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## **E.8. AWARD OF CONTRACT**

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

## **E.9. MULTIPLE AWARDS**

The City, at its sole discretion, may award multiple Contracts.

## **E.10. SUBMITTAL RESULTS**

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <https://procurement.opengov.com/portalucson-az/contracts>

## **E.11. PROTESTS**

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

CITY OF TUCSON  
BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES PROCUREMENT DIVISION  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 240084**  
Page **15** of **34**  
RESPONSIBLE CONTRACT OFFICER: Maritza Felix  
PH: (520) 837-4107

E. The form of relief requested.

## F. EVALUATION PHASES

| No. | Evaluation Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Scoring Method | Weight (Points) |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|
| 1.  | <b>Qualifications &amp; Experience</b> <ul style="list-style-type: none"> <li>A. Provide a brief history of the firm.</li> <li>B. Identify the key project staff that will provide services for the individual projects. Provide resumes and/or biographies to include education, work history, and experience for all personnel who may be assigned to provide services this contract. Include individuals' qualifications and experience on similar projects</li> <li>C. Describe the management and organization capabilities of the firm. Include quality and cost control internal procedures/policies.</li> <li>D. Describe the firm's experience with work similar to that described in the Scope of Work.</li> <li>E. Provide at least three (3) references for work provided to government agencies that is similar in scope to the Scope of Service of this contract.</li> <li>F. Describe the resources available and list on-going projects that may limit resources available to the City.</li> <li>G. Provide a complete record of general project experience for the past 3 years and impact fee specific experience for the past 10 years, including any work performed in Pima County</li> </ul> | N/A            | N/A             |
| 2.  | <b>Method of Approach</b> <ul style="list-style-type: none"> <li>A. Please prepare a detailed Method of Approach to the Scope of Work, which indicates the services proposed to be performed by the Offeror and an associated timeline.</li> <li>B. Provide three samples of similar reports prepared for other clients. For each report, describe the scope of services, the time lines, milestones, deliverables and the staff and number of staff hours required to prepare the report.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | N/A            | N/A             |

CITY OF TUCSON  
BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES PROCUREMENT DIVISION  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 240084**  
Page 17 of 34  
RESPONSIBLE CONTRACT OFFICER: Maritza Felix  
PH: (520) 837-4107

|    |                                                                                                 |     |     |
|----|-------------------------------------------------------------------------------------------------|-----|-----|
| 3. | <b>Price Proposal</b><br>Provide price proposal as requested on the Price Page attached herein. | N/A | N/A |
|----|-------------------------------------------------------------------------------------------------|-----|-----|



## G. PRICING

### PRICE PAGE

Interested offerors shall provide hourly rates inclusive of all costs below. If additional disciplines or roles are available, offerors may attach a schedule of rates for those individuals to this Price Proposal Page. For the named positions, insert your equivalent staff position.

| Line Item | Description                               | Quantity | Unit of Measure | Hourly Rate | Total |
|-----------|-------------------------------------------|----------|-----------------|-------------|-------|
| 1         | Principal Consultant/ Principal in Charge | 1        | HR              |             |       |
| 2         | Consultant/ Project Manager               | 1        | HR              |             |       |
| 3         | Administrative/ Support Staff             | 1        | HR              |             |       |
| 4         | Project Analyst                           | 1        | HR              |             |       |

### FIXED FEE FOR AN ECONOMIC IMPACT ANALYSIS PROJECT

| Line Item    | Description         | Unit of Measure | Hours | Hourly Rate | Extended Price |
|--------------|---------------------|-----------------|-------|-------------|----------------|
| 1            | Principal in Charge | HR              |       |             |                |
| 2            | Project Manager     | HR              |       |             |                |
| 3            | Project Analyst     | HR              |       |             |                |
| <b>TOTAL</b> |                     |                 |       |             |                |

## **H. SPECIAL TERMS AND CONDITIONS**

### **H.1. COOPERATIVE PURCHASING**

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, charge an agency that is outside the Tucson Metropolitan Area for additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

### **H.2. LIVING WAGE REQUIREMENTS**

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: [https://tucsonprocurement.com/bidders\\_livingwage.aspx](https://tucsonprocurement.com/bidders_livingwage.aspx).

### **H.3. PRICE ADJUSTMENT**

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

### **H.4. TERM AND RENEWAL**

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to four (4) additional one-year periods or portions thereof.

## **I. INSURANCE REQUIREMENTS**

### **I.1. Required Insurance Policies**

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

### **I.2. Commercial General Liability**

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

- A. Each Occurrence: \$1,000,000
- B. General Aggregate: \$2,000,000
- C. Products & Completed Operations Aggregate: \$2,000,000
- D. Personal and Advertising Injury: \$1,000,000
- E. Blanket Contractual Liability: \$1,000,000

### **I.3. Commercial Automobile Liability**

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

### **I.4. Worker's Compensation**

Policy must have coverage limits no lower than:

- A. Per Occurrence: Statutory
- B. Employer's Liability: \$1,000,000
- C. Disease Each Employee: \$1,000,000
- D. Disease Policy Limit: \$1,000,000
- E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

## **I.5. Professional Liability (Errors & Omissions)**

**Policy must have coverage limits no lower than:**

- A. Each Claim: \$1,000,000
- B. Annual Aggregate: \$2,000,000

## **I.6. Policy Change Notice**

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

## **I.7. Additional Insured**

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

## **I.8. Claims-Made Coverage**

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

## **I.9. Additional Requirements**

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

- A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The policy is primary and any insurance carried by the City is excess and not contributing.
- C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.
- D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

## **I.10. Verification of Coverage**

- A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

- B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.
- C. The certificates must contain the City project/contract number and project description.
- D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

### **I.11. Subcontractors**

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

### **I.12. Public Entities**

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

### **I.13. Sufficiency of Coverage**

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

## **J. STANDARD TERMS AND CONDITIONS**

### **J.1. ADVERTISING**

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

### **J.2. COMPLIANCE WITH LAWS**

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

- A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.
- B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.
- C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

### **J.3. GOVERNING LAW AND VENUE**

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

### **J.4. ARBITRATION**

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

### **J.5. ASSIGNMENT**

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

### **J.6. SUBCONTRACTS**

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

## **J.7. PROTECTION OF CITY PROPERTY**

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

## **J.8. COMMENCEMENT OF WORK**

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

## **J.9. CONFIDENTIALITY OF RECORDS**

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

## **J.10. CONTRACT ADDENDA; ADDITIONAL WORK**

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

## **J.11. ENTIRE CONTRACT; INTERPRETATION**

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## **J.12. SEVERABILITY**

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

## **J.13. DUPLEXED/RECYCLED PAPER**

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

## **J.14. NON-DISCRIMINATION**

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## **J.15. DELIVERABLES PROPERTY OF CITY; NO LIENS**

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

## **J.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS**

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

## **J.17. FORCE MAJEURE**

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the



party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

## **J.18. GRATUITIES**

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

## **J.19. CONFLICTS OF INTEREST**

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

## **J.20. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

## **J.21. INTELLECTUAL PROPERTY**

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

## **J.22. INDEPENDENT CONTRACTOR**

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **J.23. INSPECTION AND ACCEPTANCE**

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## **J.24. ISRAEL BOYCOTT DIVESTMENT**

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

## **J.25. LICENSES**

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

## **J.26. NON-EXCLUSIVE CONTRACT**

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

## **J.27. OVERCHARGES BY ANTITRUST VIOLATIONS**

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## **J.28. PAYMENT**

- A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.
- B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

## **J.29. PROVISIONS REQUIRED BY LAW**

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

## **J.30. FINANCIAL RECORDS AND AUDITS**

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

- C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.
- D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.
- F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

### **J.31. RIGHT TO ASSURANCE**

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

### **J.32. RIGHT TO INSPECT**

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

### **J.33. NO WAIVER**

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

### **J.34. SUSPENSION OF WORK**

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

### **J.35. TERMINATION OF CONTRACT**

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

### **J.36. TITLE AND RISK OF LOSS**

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

### **J.37. ACCEPTANCE**

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

### **J.38. WAGE COMPLIANCE**

Contractor shall pay their eligible employees the highest of:

- A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: [www.tucsonaz.gov/minimumwage](http://www.tucsonaz.gov/minimumwage)

### **J.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394**

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

## K. VENDOR QUESTIONNAIRE

### K.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.

### K.2. Cooperative Purchasing Program

#### Cooperative Purchasing Program

Cooperative Purchasing allows other public agencies to piggyback on the City of Tucson's contracts. Will your firm provide the City of Tucson, as the lead agency on this regional contract, a rebate in the form of a percentage of sales based upon the other agencies sales?

☐ XY

es

☐ No

 If yes, state percentage.

### K.3. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

#### City of Tucson Business License

If yes on the above question please upload your business license.

### K.4. Forms to be filled out

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

#### Technical Proposal

Please upload your Vendor Response to Evaluation Criteria.

#### Pricing Proposal

Please upload your Pricing Proposal (if applicable).

#### Offer and Acceptance Form\*

Please upload the signed Offer and Acceptance Form.

\*Response required

CITY OF TUCSON  
BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES PROCUREMENT DIVISION  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 240084**  
Page **33** of **34**  
RESPONSIBLE CONTRACT OFFICER: Maritza Felix  
PH: (520) 837-4107



## OFFER AND ACCEPTANCE

### OFFER

#### TO THE CITY OF TUCSON:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

TischlerBise, Inc.  
Company Name

Name: Carson Bise

4701 Sangamore Road S240  
Address

Title: President

Bethesda MD 20816  
City State Zip

Phone: (301) 320-6900 Ext. 12

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

Printed Name

E-mail: carson@tischlerbise.com

L. Carson Bise, President  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
As Tucson City Attorney and not personally  
personally

\_\_\_\_\_  
As Director of Business Services and not

## MEMORANDUM

TO: Antonio Carranza  
Project Manager  
City Manager's Office

FROM: Maritza Felix  
Senior Contract Officer  
Procurement Division

### SUBJECT: DESIGNATION OF CONTRACT REPRESENTATIVE

You have been designated the City's Contract Representative for City of Tucson **CONTRACT NO.240084, Impact Fee Consultant**. As Contract Representative, you will interact directly with the Contractor to ensure compliance with the contract terms and provisions.

In order to fulfill your duties and responsibilities on behalf of the City, you must:

1. Be thoroughly familiar with the terms and provisions of the contract;
2. If applicable, after award of the contract, issue a written notice to proceed ("NTP") to the Contractor with a copy of the NTP to Procurement for inclusion in the official contract file;
3. Advise the contractor in writing, with copy to Procurement, of any violation of the contract terms and provisions, and in the event significant violations occur, contact the City's Business Services Department for direction;
4. Review any proposed or suggested changes (i.e., addenda) to the contract, and furnish your recommendations for Procurement's authorization prior to proceeding;
5. Promptly accept delivered goods or services, which are satisfactory, and reject those, which are not;
6. Review Contractor invoices thoroughly. Where inaccuracies are found, ensure correction by the Contractor before approval is provided for payment. Invoices must be submitted in accordance with the contract terms;
7. Ensure that copies of any final reports generated by the Contractor, if required under the contract, are forwarded to Procurement for inclusion in the contract file.

You **are not** authorized to take the following actions:

1. Amend the contract or enter into supplemental verbal or written agreements;
2. Grant time extensions or otherwise modify the terms and provisions of the contract;
3. Commit the City of Tucson in any manner except as allowed under the contract.

Compliance with these policies will, among other things, provide a clear audit trail of City contracts and, most importantly, help prevent potential legal entanglements. Additionally, in accordance with Chapter XV of the Tucson City Charter, any officer or employee of the city, who intentionally or knowingly contracts for or purchases any material services or construction in a manner contrary to the requirements of the Charter or the Tucson Procurement Code shall be deemed guilty of a misdemeanor and shall be removed from office or terminated from employment.

Please indicate your understanding of and concurrence with the provisions of this document, applicable language in the Charter and the Tucson Procurement Code by signing below and returning the original to Procurement. Completion of this form is required prior to authorizing any work under the contract. Your responsibilities cannot be delegated without proper written notification to the City's Business Services Department.

This department looks forward to providing any needed assistance throughout the term of the contract. Please do not hesitate to contact us should you have any questions.

Antonio Carranza

Printed Name

  
Signature

10/06/2023

Date



December 15, 2023

Carson Bise  
TischlerBise, Inc.  
4701 Sangamore Road, S240  
Bethesda, MD. 20816  
[Carson@tischlerbise.com](mailto:Carson@tischlerbise.com)

Re: Contract #240084- Impact Fee Consultant

Dear Mr. Bise,

Congratulations! The City of Tucson has awarded to your firm the above referenced contract. Enclosed is a copy of the Designation of Contract Representative memorandum, outlining the duties and responsibilities of the representative as they relate to this contract.

If you have any questions concerning this award, please contact me at  
[Maritza.Felix@tucsonaz.gov](mailto:Maritza.Felix@tucsonaz.gov).

Sincerely,

A handwritten signature in black ink, appearing to read "Maritza Felix".

Maritza Felix  
Senior Contract Officer

# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.K.**

Date: **10/27/2025**

**Date submitted:**  
10/16/2025

**Action:** Formal

**Subject: Consideration and Approval of a Telecommunication License and Right-of-Way Use Agreement between the City of Eloy and Orbitel Communications, L.L.C., to use City rights-of-way for the installation and maintenance of telecommunication facilities.**

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:** Mackenzie Letcher, Assistant City Manager

### **RECOMMENDATION:**

Staff recommends that the Mayor and Council approve a Telecommunication License and Right-of-Way Use Agreement between the City of Eloy and Orbitel Communications L.L.C. to use City rights-of-way for the installation and maintenance of telecommunication facilities.

### **DISCUSSION:**

Orbitel Communications, L.L.C. is requesting approval of a Fiber License and Right-of-Way Use Agreement with the City of Eloy to install, operate, and maintain a fiber optic network within portions of the City's rights-of-way.

Orbitel currently operates and holds license agreements in nearby communities including Casa Grande, Maricopa, Pinal County, Maricopa County, and Chandler, and now seeks to expand its services into the City of Eloy. The proposed installation will strengthen Eloy's broadband infrastructure by increasing the availability of high-speed fiber for residents and businesses. This investment will enhance connectivity for existing users and support future economic development opportunities within the City.

Orbitel provides internet, TiVo video technology, phone, and mobile phone services, and is actively deploying fiber-to-the-home (FTTH) systems in new development areas. Under the proposed agreement, Orbitel will pay the City a minimum **annual licensing fee of \$2,500, along with \$0.89 per linear foot of trench and right-of-way** utilized for underground fiber optic installation. These fees are in addition to any applicable City permits or fees related to the installation and maintenance of their facilities.

The license granted by this agreement is non-exclusive and structured to avoid conflicts with other City uses of the right-of-way. This ensures that the City maintains full control

of its rights-of-way while preserving the ability to grant similar licenses to other providers in the future. Orbitel will be required to obtain all necessary City permits prior to beginning installation or maintenance activities.

Under the terms of the agreement, Orbitel will be required to restore the rights-of-way to the same condition or better following any construction or maintenance activities. Specifically, Orbitel must promptly make and pay for any repairs necessary to return the licensed area to its pre-damaged condition. If repairs are not initiated and completed within a reasonable time, but no later than fourteen (14) calendar days after the City provides written notice of damage, the City may make the repairs and bill Orbitel for the cost.

The agreement includes the City's standard term of ten (10) years, with the option to renew for one additional ten (10) year term upon mutual agreement of both parties, consistent with other fiber provider agreements within the City.

**FISCAL IMPACT:**

There is a minimum annual licensing fee of \$2,500 associated with the agreement. The City will also receive \$0.89 per linear foot of trench and right-of-way utilized for underground fiber optic installation, along with any applicable City permits or fees related to the installation and maintenance of these facilities.

**Approved as to Form:**



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Stephen R. Cooper, City Attorney

## TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT

THIS TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this \_\_\_\_ day of October, 2025, pursuant to authority of the Arizona Constitution, State Statutes, and the City of Eloy City Code, between the CITY OF ELOY, an Arizona municipal corporation, with its principal office located at 595 N. C Street, Eloy, AZ 85131, (hereinafter referred to as the "CITY" or "LICENSOR") and ORBITEL COMMUNICATIONS, L.L.C., an Arizona limited liability company, on behalf of itself, its subsidiaries, related entities and affiliates (collectively hereinafter referred to as the "LICENSEE"). The CITY and the LICENSEE may be hereinafter referenced individually as "Party" or cumulatively as "Parties".

1. In consideration of Licensee's payment of a license fee, as set forth in Section 7 below, the receipt of which is acknowledged by the Licensor, and Licensee's performance of its obligations under this Agreement, Licensor hereby authorizes Licensee to use, in conformance with this Agreement and all applicable local, state, and federal laws and regulations, Licensor's public right-of-way referred to in this Agreement as the "License Area," which consists of that public right-of-way described in Exhibit A attached to and incorporated by this reference in this Agreement. The License Area as described in Exhibit A may be amended by written instrument signed by the Eloy City Manager (or designee) and a duly authorized officer of Licensee.
2. "Licensee" includes any person or entity employed by, contracted by, or acting on behalf of Licensee.
3. Licensee may use the License Area for the installation and operation of telecommunications fiber optic lines and related support equipment ("Facilities") in a manner consistent with this Agreement and conforming to plans approved and permits issued by the City of Eloy (City).
4. This Agreement is evidence of Licensee's right to use the public right-of-way, a precondition and prerequisite to obtaining one or more City right-of-way use permits in accordance with applicable City Code. All Licensee work in the License Area shall be accomplished pursuant to a right-of-way use permit in accordance with the requirements of City Code as follows:
  - a. Licensee shall submit to Licensor all of the following with any right of way permit application:
    - i. Engineered construction plans with specifications for the Facilities Licensee proposes to install in the License Area.
    - ii. A construction cost estimate for the installation of Licensee's facilities proposed to be installed in the License Area.



- iii. If Licensee is using or occupying Facilities owned or operated by another entity, or is installing new facilities for another entity, a true and correct copy of a lease or other agreement evidencing Licensee's legal right or authority to use, occupy, or install the facilities.
- b. During Licensors review of Licensee's right-of-way application and associated documents, Licensors will:
  - i. Identify any potential pending Eloy Capital Improvement Program (CIP) project conflict and route plan review through the City for designer review.
  - ii. Determine if the permit can be issued, and if so, notify Licensee of any applicable standard or special permit conditions.
  - iii. Require the posting of a cash bond or an acceptable form of security when and to the extent the Licensors reasonably determines that it is prudent to do so to protect against any direct financial impacts on Licensors that may be caused by Licensee's:
    - (1) failure to perform,
    - (2) facilities conflict,
    - (3) failure to relocate its facilities, and/or
    - (4) any other similar reasons.
  - iv. Decline to issue a right-of-way permit for areas that will or may conflict with public works projects in circumstances where the Licensors reasonably determines that Licensee is posting of a cash bond or other acceptable security is not sufficient to address Licensors concerns or interests.
- 5. This Agreement does not authorize Licensee to provide "cable service" as defined in City Code Chapter 5A: Cable Communications Ordinance.
- 6. Licensee's use of the License Area, and Licensors grant of access, shall materially comply with all applicable local, state, and federal requirements.
- 7. Fees. Licensors is of the position that the streets and other public rights-of-way that are used by Licensee in the operation of its business within the boundaries of the License Area are valuable public properties acquired and maintained by Licensors at great expense to its taxpayers, and that the use of said streets is a valuable property right without which Licensee would be required to invest substantial capital in right-of-way costs and acquisitions, and because the Licensors

will incur costs in related to Licensee's operations in the License Area, Licensee shall pay to the Licensor an amount in accordance with state and federal law:

7.1 Fee Payment Items. Licensee shall pay to City each of the following separate and cumulative amounts (collectively the "Fee Payment"):

7.1.1 An amount (the "Annual Fee Payment") based on Licensee's use of the Facilities to provide interstate telecommunications services as such services are defined by A.R.S 9-583(C)(2).

7.1.2 The total amount of all applicable ordinary fees payable to Licensor for Licensor's review of plans, issuance of permits, and inspection of Licensee's work in the rights-of-way.

7.2 Annual Fee Payment Amount. The amount of the Annual Fee Payment shall be a minimum base fee of \$2,500 for any use (aerial or underground) of the City's right-of-way, and eighty-nine cents (\$ 0.89) per linear foot of trench in the rights-of-way for underground fiber optic.

7.3 Adjustments. All fixed dollar amounts stated in Section 7 of this Agreement shall be automatically adjusted on the fifth anniversary date of the hereof and annually on each July 1 thereafter. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPIU), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the applicable month of January. The amount of each adjusted amount (represented by the letter "R" in the formula set forth below) shall be equal to the then current Cost of Living Index number on the last adjustment date (represented by the letter "C" in the formula set forth below) divided by the Cost of Living Index number for the month during which this Agreement commences (represented by the letter "M" in the formula set forth below), and multiplied by the current amount (represented by the "\$" symbol in the formula set forth below). This computation is expressed by the following formula:  $R = C \times \$ M$ . If the Cost of Living Index has not been published on any adjustment date, the City shall have the right to estimate the Cost of Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost of Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, the index published by any state or federal agency or index, formula or table accepted generally by the real estate profession shall be used as chosen by the City in City's reasonable discretion. Any delayed adjustment shall be effective retroactively.

7.4 Appropriate Taxes. Licensee shall be responsible for any applicable taxes associated with this Agreement.

7.5 Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.



- 7.6 This Agreement does not currently provide for any future in-kind payments by Licensee, however, should fees be owed under this Agreement, Licensee and City may amend this Agreement by mutual agreement whereby Licensee may provide in-kind services or facilities in lieu of any payment of such fee.
8. Within the [six (6) month] period following notice from Licensor to Licensee, Licensee shall bring into compliance with City-approved plans and all applicable local, state, and federal requirements any use of the License Area installed by or on behalf of Licensee. If Licensee is unable to bring any such use of the License Area into compliance during such cure period, Licensee shall remove such use at Licensee's cost.
  9. Licensee shall, in accordance with applicable industry standard, maintain any use of the License Area installed by or on behalf of Licensee.
  10. Each Party shall have the right to terminate this Agreement if the other Party shall fail to or neglects to timely and completely do or perform or observe any other provisions contained herein and such failure or neglect shall continue for a period of sixty (60) calendar days after notice in writing of such failure or neglect. Where a default other than for payment cannot reasonably be cured within a sixty (60) day period, if the defaulting Party shall proceed promptly to cure the same and prosecute such cure with due diligence, the time for curing such default shall be extended for such period of time as may be necessary to complete such cure. Upon the failure to cure any such default within sixty (60) days after notice thereof or within sixty (60) days plus the extension for curing with due diligence as set forth above, the Party giving notice of the default may thereupon terminate by providing written notice to the defaulting Party. Upon default by either Party, the non-defaulting Party shall have the right to pursue any and all remedies available at law or equity.
  11. This Agreement shall remain in effect from the Effective Date until 11:59 p.m. on the date that is the tenth (10th) annual anniversary of this Agreement, unless sooner terminated as set forth in this Agreement ("Initial Term"). The Licensee shall have the option to renew this Agreement for one additional ten (10) year term. To exercise this option, Licensee shall provide written notice to the Licensor not later than 60 (sixty) calendar days preceding the scheduled date of expiration of the Initial Term. Licensee may terminate this Agreement by providing written notice to Licensor at least ninety (90) calendar days prior to the end of the Initial Term or the Renewal Term. Notwithstanding anything to the contrary contained in this Agreement, Licensee may voluntarily terminate this Agreement or its license for any particular Facilities authorized under this Agreement by giving Licensor thirty (30) days' prior written notice. If Licensee shall continue in possession beyond the term named in this Agreement without objection by Licensor, then the holding over by Licensee shall be deemed to create a renewal of this Agreement from year-to-year, subject to the same terms and conditions of the then-current prior term and always to the right of termination at any time during such renewal or extended terms by any Party in accordance with the other terms of this Agreement.

12. Upon receipt by Licensee of ninety (90) calendar days' prior written demand by Licensor for reasons, including without limitation, Licensor's construction of a road widening or other capital project that conflicts with or otherwise affects Licensee's facilities, Licensee shall, at its sole cost, relocate Licensee's facilities to a portion of the remaining License Area not in conflict with the capital project. Licensor shall not be responsible for damages resulting from Licensee's failure to timely remove or relocate its facilities pursuant to this paragraph.
13. This Agreement shall not be assigned by Licensee, but Licensee's obligations under this Agreement shall be binding upon Licensee's heirs, contractors, assignees, designees, agents, and representatives. Notwithstanding anything to the contrary herein, so long as Licensee is in full compliance with this Agreement, this Agreement, without any approval or consent of Licensor, may be sold, assigned or transferred by the Licensee to the Licensee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Licensee's assets in the market defined by the FCC in which the Facilities Assets are located by reason of a merger, acquisition or other business reorganization.
14. Licensor issues this Agreement to Licensee as an accommodation for the provision of telecommunication services to businesses and residents of the City of Eloy and the surrounding area and for all and any lawful purposes. If Licensor wishes to expand the service area beyond the area described on Exhibit A, then Licensor may submit a revised Exhibit A for administrative approval of the expanded service area and compensate the Licensor in accordance with Section 7 of this Agreement.
15. To the extent permitted by law and except for any claims, losses, or causes of action arising out of the negligence or willful misconduct of Licensor, Licensee shall defend, indemnify and hold harmless Licensor, its officers, agents, and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damages, injuries, and liabilities whatsoever (including those for costs, expenses, and attorneys' fees) to any person, persons, or property arising out of either (i) Licensee's use or maintenance of the License Area or (ii) Licensee's negligent acts or omissions in connection with anything installed by or on behalf of Licensee in the License Area.
16. In no event shall the City or Licensee be liable to each other for lost profits, or indirect, incidental, consequential, special, or punitive damages.
17. Licensee shall obtain liability insurance for the term of this Agreement in minimum amounts of \$2,000,000.00 per occurrence and \$5,000,000.00 per occurrence for general aggregate. Licensee may satisfy the minimum insurance requirement with excess or umbrella liability coverage. This insurance shall be updated annually and shall be kept in force while this Agreement is in force. Licensor may, if reasonably necessary, require additional coverage. Licensor shall be named as an "additional insured" endorsee for the coverage, evidenced by



endorsement number on the face of the insurance certificate and submittal of a copy of the additional insured endorsement or any other required endorsement. If available through Licensee's insurance carrier, Licensee shall obtain a "cancellation notice recipient" endorsement, evidenced by endorsement number on the face of the insurance certificate and submittal of a copy of the cancellation notice recipient endorsement, in all its insurance policies, requiring Licensee's insurance carrier to provide notice to Licensor of cancellation or reduction of insurance coverage. CERTIFICATES OF INSURANCE FOR COVERAGE AS DESCRIBED IN THIS LICENSE SHALL BE FILED WITH LICENSOR PRIOR TO COMMENCEMENT OF ANY ACTIVITY UNDER THIS LICENSE. LICENSEE SHALL ALSO FILE ALL CERTIFICATES OF INSURANCE AND REQUIRED ENDORSEMENTS EACH TIME THE POLICY IS UPDATED OR RENEWED. Certificates of insurance and endorsements shall be sent to the City of Eloy Public Works Department, c/o Public Works Director, 1137 W. Houser Road, Eloy, AZ 85131, annually commencing on the date of execution of this Agreement.

18. Licensee shall give Licensor written notice within two (2) working days after Licensee receives notice of any cancellation or reduction of its insurance coverage.
19. If Licensee causes any damage to the License Area, Licensee shall promptly make and pay for the repairs necessary to restore the License Area to its pre-damaged condition. At the discretion of Licensor, if repairs are not initiated and completed within a reasonable length of time, but in any event within fourteen (14) calendar days after Licensor gives written notice of damage to Licensee, Licensor may make the repairs and bill Licensee for all reasonable costs plus a five (5) percent administrative fee. Licensee shall pay the bill within thirty (30) calendar days of receipt.
20. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.
21. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The signature page to this Agreement may be delivered by facsimile, pdf or other electronic transmission and the signatures thereon shall be deemed effective upon receipt by the intended receiving party.
22. This Agreement contains the entire understanding of the parties with respect to the subject matter contained herein and supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may be amended or waived only by written instrument duly executed by all of the parties hereto.
23. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the

waiver. No failure or delay by a party in exercising any right hereunder shall operate as a waiver thereof.

24. Notices: All notices and other communication or writings which any party is required, permitted or may wish to serve in connection with, or under, this Agreement shall be in writing, and shall be deemed delivered to the addressee thereof when sent by certified mail, return receipt requested, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given on the date of mailing

LICENSOR:

CITY OF ELOY  
Attn: City Manager  
595 North C Street, Suite 104  
Eloy, AZ 85131

LICENSEE:

ORBTEL COMMUNICATIONS, L.L.C.  
21116 N. John Wayne Parkway, Suite B-9  
Maricopa, AZ 85139  
Attn: John Schurz, President & CEO  
Email: jschurz@orbitelcommunications.com

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Licensor's signature date below ("Effective Date").

"LICENSOR":

"LICENSEE":

City of Eloy, an Arizona municipal  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Orbitel Communications, L.L.C.

By: John Schurz - Interim GM

Its: \_\_\_\_\_

Date: 9/22/25

APPROVED TO FORM :

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Stephen R. Cooper  
City Attorney, City of Eloy

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Date

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Celine Kidwell  
City Clerk, City of Eloy

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Date

EXHIBIT A: THE "LICENSE AREA"

To the RIGHT-OF-WAY LICENSE AGREEMENT (hereinafter referred to as this "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, pursuant to authority of the Arizona Constitution, State Statutes, and the City of Eloy City Code, between the CITY OF ELOY, an Arizona municipal corporation, with its principal office located at 595 N. C Street, Suite 104, Eloy, AZ 85131 , (hereinafter referred to as the "CITY" or "LICENSOR") and INSERT COMPANY NAME AND ADDRESS (hereinafter referred to as the "LICENSEE").

The following public road rights-of-way owned by the Licensor:

Map



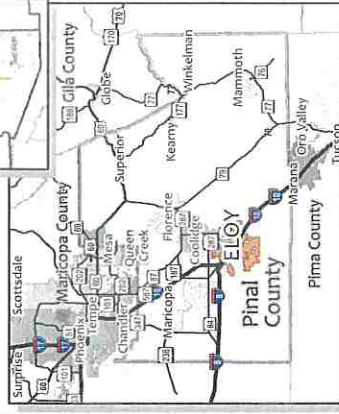


## Eloy General Plan

Total Municipal Area: 113.7 square miles

## Reference

- City Limits  
Township Line  
Section Line  
Interstate  
Major Road  
Local Road  
Railroad



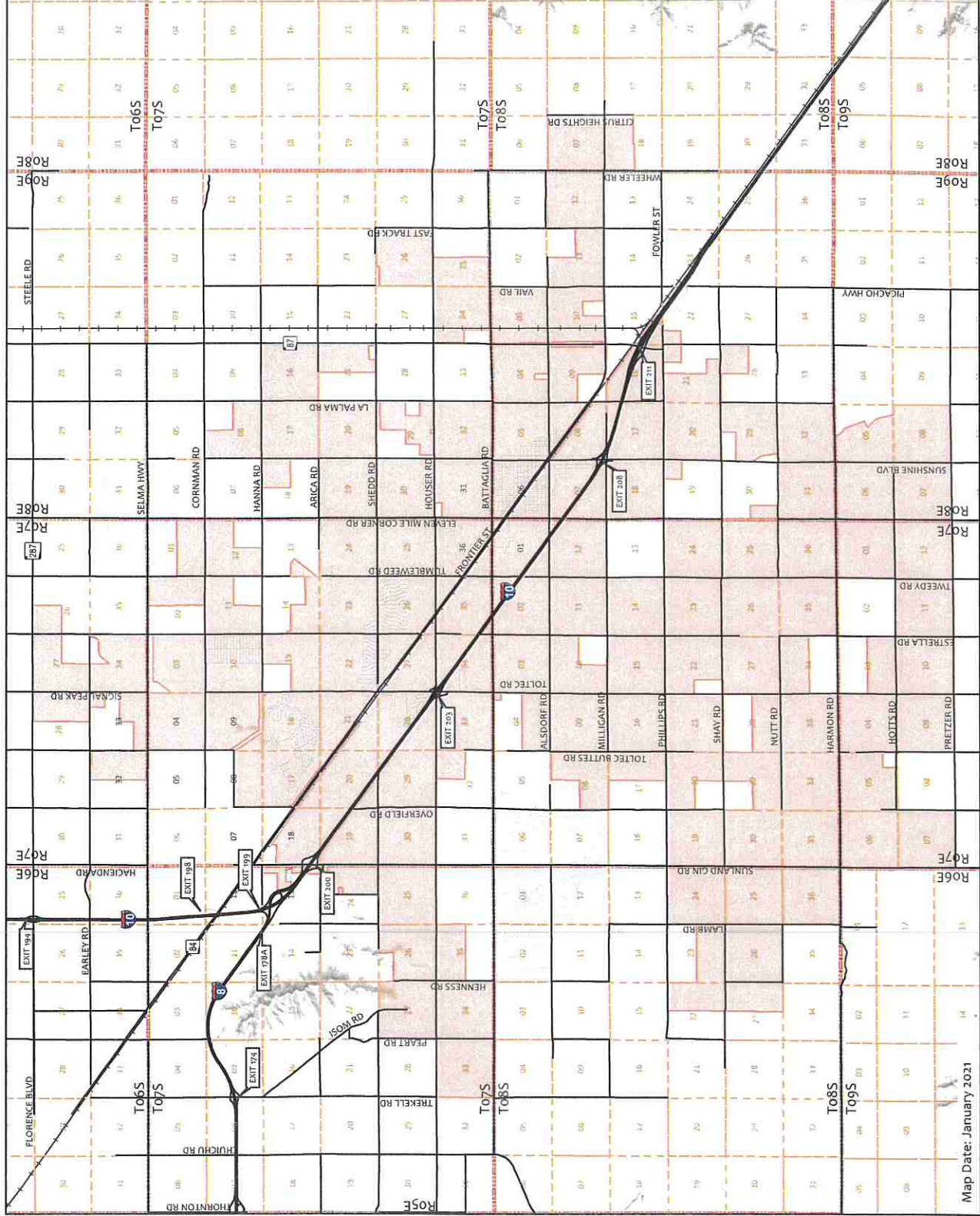
**Service Layer Credits:** Sources: Earl, HEBE, Carmin; USGS, Intermap, INCREMENT P, JRCan; Earth Japan, MITI, Earth China (Hong Kong), Earth Korea, Earth (Thailand), VCCG, (c) OpenStreetMap contributors, and the GIS User Community

**Sources:** Earl, Airbus DS, USGS, NOAA, NASA, CGAIR, N Radomir, ICEAN, INLIS, OS, NIMA, Geodastreynster, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

**Geodata:** Earl, USGS, NOAA

Disclaimer: This map is furnished for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Elroy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.

MAP I-1



Map Date: January 2021

# **CITY OF ELOY**

## **REQUEST FOR COUNCIL ACTION**

**Agenda Item: VII.L.**

**Date: 10/27/2025**

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**Date submitted:**  
10/16/2025

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**Action:** Formal

**Date requested:**  
10/27/2025

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**Subject:** Conduct a public hearing and consider the adoption of the ordinance and resolutions for a minor General Plan Amendment, Amendment to the Zoning Map (Rezone), and a Conditional Use Permit for the property located at 99 North E Street, submitted by Sonnette Cherry Federico on behalf of Luke's House for Behavioral Health, PLLC, as follows:

1. Resolution No. 25-1635: Case No. GPA2025-004: A General Plan Amendment from Public / Institutional and Medium Density Residential to Neighborhood Commercial, consisting of approximately 1 acre of land;
2. Ordinance No. 25-995: Case No. RZ2025-001: An Amendment to the Zoning Map (Rezone) from Multiple Family Residential (R-3) to Neighborhood Commercial (C-1) and maintaining the Downtown Core Overlay zone, consisting of approximately 0.5 acre of land; and,
3. Resolution No. 25-1636: Case No. CUP2025-07: A Conditional Use Permit for a Healthcare/Medical Facility or Clinic, consisting of approximately 0.5 acres of land.

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**TO:** Mayor and City Council

**FROM:** Dan Symer, Community Development Director



**RECOMMENDATION:**

Staff recommends that the City Council approve of Case Nos.: GPA2025-004, RZ2025-001, and CUP2025-07.

**DISCUSSION:****General Plan Amendment Request:**

The applicant's request is for a Minor General Plan Amendment from Public / Institutional and Medium Density Residential to Neighborhood Commercial, consisting of approximately 1 acre of land. The purpose of this application is to bring part of the site's General Plan land use designation into conformance with its base zoning designation of C-1 (approximately 0.5 acres) and to rezone the remainder of the property (approximately 0.5 acres) from Multiple Family Residential (R-3) to Neighborhood Commercial (C-1) as specified in the associated rezoning application below.

**Amendment to the Zoning Map (Rezone) Request:**

The applicant's request is to rezone approximately 0.5 acres from R-3 to C-1, while maintaining the Downtown Core Overlay zone. The purpose of this application is to allow the property to be used as a behavioral health facility in accordance with the associated Conditional Use Permit for a Healthcare/Medical Facility or Clinic specified below.

**Conditional Use Permit Request:**

The applicant's request is for a Conditional Use Permit for a Healthcare/Medical Facility or Clinic to allow the proposed behavioral health facility on approximately 0.5 acres.

**General Plan:**

The General Plan Future Land Use Map designation of the property is Public / Institutional and Medium Density Residential. The Public / Institutional land use designation allows for governmental, educational, cultural, solid waste disposal, or corrections services, and the Medium Density Residential allows for single-family detached and attached residential homes.

The southern half of the property has the Medium Density Residential land use designation, which does not align with the property's existing C-1 zoning, and the northern half of the property has the Public / Institutional land use designation, which does not align with the proposed C-1 zoning.

**Context:**

Located on the southeast corner of the intersection of N E St and E 1st St, the site is surrounded by vacant land to the north, and south, a place of worship and vacant land to the west, and existing single-family homes to the east. The General Plan land use map designations, zoning, and land uses of the property abutting and adjacent to the property are identified below.

| Direction | General Plan Land Use Map Designation                 | Existing Property Zoning                                                                           | Existing Use of the Property                                                  |
|-----------|-------------------------------------------------------|----------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Site      | Public / Institutional and Medium Density Residential | Multiple Family Residential (R-3) and Neighborhood Commercial (C-1) with the Downtown Core Overlay | Previously, the building was used as a preschool and day care center          |
| North     | Medium Density Residential                            | Multiple Family Residential (R-3) with the Downtown Core Overlay                                   | Vacant, undeveloped land                                                      |
| South     | Medium Density Residential                            | Neighborhood Commercial (C-1) with the Downtown Core Overlay                                       | Vacant, undeveloped land                                                      |
| East      | Medium Density Residential                            | Multiple Family Residential (R-3) with the Downtown Core Overlay                                   | Existing single-family homes.                                                 |
| West      | Medium Density Residential                            | Multiple Family Residential (R-3) with the Downtown Core Overlay                                   | Vacant, undeveloped land, N E Street, and further west is a Place of Worship. |

**General Plan Amendment Criteria and Guidelines:**

The applicant's request is considered a Minor General Plan Amendment based on the criteria outlined in Section 2.2 of the Eloy General Plan. Furthermore, under Section 2.3 of the Eloy General Plan, changes to the General Plan must also meet the guidelines outlined below: (Staff's analysis of the guidelines is included in bold italic text, and the applicant's analysis is included in their narrative, attached)

1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.

- ***The General Plan's Future Land Use Map currently designates approximately 1.8% of the City's planning area for commercial uses, of which about 0.02% is designated as Neighborhood Commercial. Eloy, in general, has a significant deficiency in the amount of land with the commercial designation.***

2. That the amendment constitutes an overall improvement to the General Plan and will benefit the City in general.

- ***The proposed General Plan Amendment would improve the General Plan by aligning its Future Land Use Map with part of the property's existing Neighborhood Commercial zoning designation, and would allow the remainder of the property to also be zoned Neighborhood Commercial. This modification would provide a cohesive designation for the property and allow it to be used in a manner consistent with the proposed Healthcare/Medical Facility or Clinic. Furthermore, the Neighborhood Commercial designation directly contributes to the General Plan's Goals 3.3.1.2 and 3.3.1.3 by providing commercial land uses and encouraging a balance and a mix of uses in an identified Growth Area (Downtown).***

3. The amendment will not adversely impact any portion of the community by: a) Creating incompatible land use patterns; b) Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City; c) Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant, or d) Adversely affecting the livability of an area or the health and safety of existing residents.

- ***The proposed Neighborhood Commercial land use designation is not anticipated to create an incompatible land use pattern with the abutting High Density Residential. The General Plan contemplates the Neighborhood Commercial designation among the Medium Density Residential area when it is sensitively integrated into the site and functionally linked for pedestrian and automobile access (GP's Medium Density Residential land use description).***
- ***The property is currently being serviced by existing water, wastewater (sewer), and roadway systems in the area. This application would align the General Plan with the property's existing zoning designation and allow the rezoning of the property to the Neighborhood Commercial to accommodate the proposed Healthcare/Medical Facility or Clinic, which is generally a community service use, and is not anticipated to negatively impact the existing or planned land uses, the health and safety of current residents, or unreasonably increase traffic in the area. Also, the land use's implementing zone (C-1) provided for neighborhood-supporting uses that contribute to the community's sustainability.***

4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.

- ***The proposed Neighborhood Commercial land use designation is consistent with the General Plan in that it contributes to achieving the General Plan's Goals 3.3.1.2 and 3.3.1.3 by providing commercial land uses and encouraging a balance and a mix of uses in an identified Growth Area (Downtown).***

#### **Zoning Ordinance Issues for Consideration for a General Plan Amendment:**

In determining whether to approve, approve with conditions, or deny proposed General Plan amendments, issues for consideration shall include, but not be limited to, staff's analysis, which is included in bold italic text, and the applicant's analysis, which is included in their narrative, attached.

A. Whether the development pattern contained in the future land use plan provides appropriate optional sites for the use proposed in the amendment.

- ***The General Plan's Future Land Use Map currently designates approximately 1.8% of the City's planning area for commercial uses, of which about 0.02% is designated as Neighborhood Commercial, thereby providing limited locations that may be zoned with C-1. Furthermore, the General Plan contemplates the C-1 zoning among the Medium Density Residential area when it is sensitively integrated into the site and functionally linked for pedestrian and automobile access.***

B. That the amendment constitutes an overall improvement to the Eloy General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

- ***The proposed Neighborhood Commercial would allow the property to utilize the existing quasi-commercial building in a manner that is consistent with the abutting Medium Residential Density General Plan land use designation. The General Plan's Medium Residential Density contemplates the Neighborhood Commercial when sensitively integrated (GP's Medium Density Residential land use description). Furthermore, the Neighborhood Commercial would effectuate the General Plan by promoting a mix of uses in an identified Growth Area (Downtown).***

C. The degree to which the proposed amendment will impact the City as a whole or a portion of the City by: 1) Significantly altering acceptable existing land use patterns; 2) Requiring larger and more extensive improvements to roads, sewer, or water systems than are needed to support the prevailing land uses in which, therefore may negatively impact the development of other lands. The Commission and/or the City Council may also consider the degree to which the need for such improvements will be mitigated pursuant to binding commitments by the applicant, a public agency, or other sources

when the impacts of the uses permitted pursuant to the General Plan amendment will be realized; 3) Adversely impacting existing uses due to increased traffic on existing systems; and 4) Affecting the livability of the surrounding area or the health and safety of present or future residents.

- ***The proposed General Plan Amendment from Public/Institutional to Neighborhood Commercial land use designation would not significantly alter the existing land use patterns in the area, as the property has historically been used as a child care center (the definition of a child care center includes preschools). Furthermore, the Medium Density Residential land use designation contemplates the incorporation of the proposed use and other neighborhood-serving uses commonly found in the area.***
- ***The property was previously used as a child care center and is currently served by adjacent infrastructure improvements, which are anticipated to be adequate for the uses associated with the proposed Neighborhood Commercial land use designation. In addition, the proposed designation, along with its associated implementing zone (C-1), is not expected to negatively impact existing or planned land uses, compromise the health and safety of current residents, or unreasonably increase traffic in the area.***

D. That the amendment is consistent with the overall intent of the adopted Eloy General Plan.

- ***The proposed General Plan Amendment to the Neighborhood Commercial land use designation is consistent with the intent of the General Plan's in that it contributes to achieving the General Plan's Goals 3.3.1.2 and 3.3.1.3 by providing commercial land uses and encouraging a balance and a mix of uses in an identified Growth Area (Downtown).***

E. Whether there was an error or oversight in the original Eloy General Plan adoption that did not fully consider facts, projects, or trends which could reasonably exist in the future.

- ***The proposed General Plan Amendment would not correct an error, oversight, or address a consideration that would not have been reasonably foreseen.***

F. Whether events subsequent to the Eloy General Plan adoption have superseded the original premises and findings made upon plan adoption.

- **Since the City Council had adopted the General Plan in May 2020, there have not been any known modifications or events that supersede the original premises and findings made upon plan adoption.**

G. Whether events subsequent to the Eloy General Plan adoption may have changed the character and/or condition of the area so as to make the application acceptable.

- ***Since the City Council had adopted the General Plan in May 2020, there have not been any known events that have altered the area's character and/or conditions. The proposed Neighborhood Residential land use designation would align the General Plan with the part of the property's current zoning designation.***

H. The extent to which the benefits of the plan amendment outweigh any of the impacts identified in subsections A through G of this Section.

- ***The proposed General Plan Amendment from Public/Institutional to Neighborhood Commercial land use designation would align the Plan with part of the property's zoning and provide for a mix of use in a Growth Area, and contribute to efforts to provide a sustainable community (GP 3.3.1.3).***

#### **Zoning Ordinance Issues for Consideration for an Amendment to the Zoning Map (Rezone):**

In determining whether to approve, approve with conditions, or deny the proposed Official Zoning Map amendment, the issue for consideration shall include, but not be limited to: (Staff's analysis of the consideration is included in bold italic text, and the applicant's analysis is included in their narrative, which is attached.)

A. Consistency (or lack thereof) with the adopted Eloy General Plan and other adopted plans;

- ***Upon approval of the associated application, Case No. GPA2025-004, the proposed C-1 zoning will conform with the General Plan. Furthermore, the C-1 zone is contemplated to exist among the Medium Density Residential land use designation (GP's Medium Density Residential land use description).***

B. Compatibility with the existing zoning and conforming uses of nearby property and with the character of the neighborhood;

- ***The proposed C-1 zoning and associated uses are consistent and compatible with the existing, abutting, and adjacent properties and character of the area/neighborhood.***

C. Suitability of the subject property for uses permitted by the proposed zoning district;

- **The property has historically been used for quasi-commercial purposes, including operation as a child care center since the 2000s. The proposed rezoning to C-1 will allow the property to be utilized for neighborhood commercial uses that are anticipated in the General Plan. This designation is appropriate for the site and will encourage a mix of uses that support the development of a sustainable community (GP 3.3.1.3).**

D. Suitability of the subject property for uses permitted by the existing district; and

- ***The property is suitable for the uses allowed in the R-3 zoning District.***

E. Availability of sewer and water facilities.

- ***Water and wastewater (sewer) services are available in N E St and E 1st St abutting the property, respectively, and the existing development is connected to these services. The existing services are anticipated to be adequate to serve the development.***

#### **Conditional Use Permit Criteria:**

Conditional Use Permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly allowed after the Planning and Zoning Commission has made a recommendation and City Council has found as follows (Staff's analysis of the consideration is included in bold italic text, and the applicant's analysis is included in their narrative, attached):

A. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or the public in general;

- ***The proposed Healthcare/Medical Facility or Clinic is not expected to be detrimental to the health, safety, or general welfare of residents, employees, adjacent properties, the neighborhood, or the public at large.***

B. The proposed use conforms with the purposes, intent, and policies of the adopted

Eloy General Plan and its policies and any applicable area, neighborhood, or other plan officially adopted by the City Council;

- ***The Neighborhood Commercial land use designation is intended to accommodate commercial services that are used by the general public on a daily basis. The proposed Healthcare/Medical Facility or Clinic use is consistent with the intent of this designation and would conform to the General Plan upon approval of the associated General Plan Amendment, Case No. GPA2025-004.***

C. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and

- ***The proposed Conditional Use Permit application for Healthcare/Medical Facility or Clinic is required to comply with all applicable ordinance provisions.***

D. The proposed conditional use shall conform to the character of the neighborhood within the same zoning district in which it is located. In making such a determination, considerations shall include the location, type, and height of the buildings or structures and the type and extent of landscaping and screening on the site.

- ***The proposed use will utilize an existing development that has been part of the community for over 20 years. The applicant has not proposed any modifications to the property that would be inconsistent with surrounding properties or the neighborhood as a whole. The proposed Conditional Use for a Healthcare/Medical Facility or Clinic is anticipated to be compatible with and supportive of the existing neighborhood character.***

E. Adequate utilities, access road, drainage, fire protection, and other necessary facilities shall be provided.

- ***Water, sewer lines, and a fire hydrant are present along N E St and W 1st St. The road currently meets Eloy standards, and access to the site will be from N E St and W 1st St.***

F. Adequate measures shall provide ingress and egress so designated as to minimize traffic hazards and traffic congestion on the public roads.

- ***The proposed site will be accessed from N E St and W 1st St.***



G. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

- ***The proposed Healthcare/Medical Facility or Clinic use is not anticipated to generate offensive vibration, noise, order, dust, smoke, or gas.***

H. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminishes or impair the property values within the neighborhood.

- ***The proposed Healthcare/Medical Facility or Clinic use is not anticipated to be injurious, or substantially diminish or impair the property values within the industrial neighborhood.***

I. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

- ***The proposed Healthcare/Medical Facility or Clinic use will be conducted within the existing building and site improvements, and is not anticipated to impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.***

### **Planning and Zoning Commission**

On October 15, 2025, the Planning and Zoning Commission heard these applications and recommended they be approved with a vote of 7-0.

### **FISCAL IMPACT:**

No fiscal impacts are anticipated from these applications.

### **Approved as to Form:**



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Stephen R. Cooper, City Attorney

**Luke's House for Behavioral Health,  
PLLC 99 N E Street, Eloy, AZ 85131**

**General Plan Amendment Summary**

Luke's House for Behavioral Health, PLLC requests a General Plan Amendment for 99 N E Street, changing the land use designation from Public/ Institutional to Neighborhood Commercial. This change will allow for an outpatient behavioral health clinic providing mental health counseling, trauma-informed care, group therapy, and support for veterans, families, and children. The clinic supports the City's goals for improving healthcare access, revitalizing downtown, and providing neighborhood-scale services.

**Current and Proposed Land Use Designations**

- **Current:** Public/Institutional
- **Proposed:** Neighborhood Commercial

**General Plan Criteria for General Plan Amendment and Responses:**

**1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.**

*The downtown area lacks other appropriate sites for small-scale healthcare services in existing buildings. This site offers ideal access, infrastructure, and size. Most parcels in the area are designated Residential or Public/Institutional, which do not allow outpatient healthcare. This site offers ideal access, existing infrastructure, and building size to accommodate a neighborhood-scale clinic, filling a critical gap in local services while minimizing development impacts.*

**2. That the amendment constitutes an overall improvement to the General Plan and will benefit the city in general.**

*The proposed amendment improves health services, supports job creation, and revitalizes an underutilized downtown property, benefiting the community beyond the applicant. Specifically, it advances the following Eloy General Plan goals and objectives:*

*Goal 3.1.1.1 – Promote development and redevelopment of vacant or underutilized land.*

- *The subject property has been vacant for several years. Redevelopment as a behavioral health clinic directly promotes the reuse of an underutilized site, returning it to active community service.*

*Goal 3.4.2.2 – Support adaptive reuse of vacant or deteriorated structures and properties.*

- *The project supports adaptive reuse by modernizing an existing building rather than allowing continued vacancy or deterioration, extending its useful life for a new public purpose.*

*Goal 3.3.1.2 – Promote land use and zoning that encourage new employment and commercial activity.*

- *The clinic encourages new employment by creating professional healthcare jobs and supports commercial activity through local service provision.*

*Goal 3.3.1.3 – Designate adequate land for a range of commercial land uses in appropriate locations.*

- *Re-designating the property to Neighborhood Commercial ensures adequate land is available for healthcare services in a location already served by infrastructure and compatible with surrounding uses.*

*Goal 3.10.1.1 – Provide a range of accessible public and private services that support quality of life.*

- *Luke’s House provides accessible behavioral health services, improving the quality of life for Eloy residents by reducing the need to travel for counseling and family support.*

*Goal 3.10.1.4 – Promote opportunities for social interaction and community gathering.*

- *The clinic promotes social interaction through group therapy, family programs, and supportive services that strengthen relationships and community well-being.*

*Goal 3.1.3.1 – Ensure land use decisions are coordinated with infrastructure availability.*

- *The site is already served by utilities and roadways, ensuring the land use decision is coordinated with existing infrastructure and avoids unnecessary expansion.*

*Goal 3.10.1.2 – Promote development that strengthens community identity and pride.*

- *Revitalizing a long-vacant property into a healthcare facility strengthens community identity by demonstrating reinvestment and creates a source of pride for Eloy residents.*

*By advancing these goals, the amendment represents a clear improvement to the General Plan. It transforms a long-vacant site into a productive use, aligns land use with infrastructure capacity, supports economic diversification, and expands essential healthcare access. Collectively, these benefits extend beyond the applicant, contributing to a healthier, more resilient, and more vibrant Eloy.*

**3. The amendment will not adversely impact any portion of the community, by:**

**a. Creating incompatible land use patterns;**

*The proposed amendment from Public/Institutional to Neighborhood Commercial will enable a low-intensity, neighborhood-serving use that is compatible with adjacent Medium Density Residential. The clinic provides needed services in a professional office setting, with operations that fit the character of the surrounding neighborhood.*

**b. Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City.**

*Existing infrastructure (roads, water, sewer, and utilities) adequately supports the proposed use. No off-site improvements or public infrastructure expansions are required.*

**c. Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant, or**

*At full operations, the clinic is anticipated to generate approximately 60–80 daily trips, which is consistent with or lower than comparable small commercial uses. Appointment-based scheduling ensures trips are spread across weekday business hours, resulting in minimal impact to the transportation system.*

**d. Adversely affecting the livability of an area or the health and safety of existing residents.**

*The clinic enhances livability by expanding local access to behavioral health care while operating during regular weekday hours. The use is low-intensity, produces limited noise and activity, and provides direct community benefits that support public health and safety.*

*The proposed amendment will not adversely impact the community. By introducing a neighborhood-serving clinic within the Neighborhood Commercial designation, the project ensures compatibility with nearby residential uses, relies on existing infrastructure, generates modest traffic levels, and enhances community health and livability. Overall, the amendment provides clear benefits while maintaining harmony with the surrounding area.*

**4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.**

*The proposed amendment supports the overall vision of the Eloy General Plan by*

*reusing an underutilized property, creating jobs, and expanding healthcare services in a location served by existing infrastructure. It advances multiple goals, including:*

- **Goal 3.1.1.1** – Redevelopment of underutilized land.
- **Goal 3.4.2.2** – Adaptive reuse of existing structures.
- **Goal 3.3.1.2** – Encouraging employment and commercial activity.
- **Goal 3.10.1.1** – Providing accessible services that support quality of life.
- **Goal 3.1.3.1** – Coordinating land use with available infrastructure.
- **Goal 3.10.1.2** – Strengthening community identity and pride.
- **Goal 3.10.1.4** – Promoting opportunities for social interaction.

*By advancing these goals, the amendment reflects the General Plan's overall intent for infill development, economic diversification, and improved community services, while remaining consistent with adopted zoning, building, and safety codes.*

### **General Plan Criteria of the Zoning Ordinance: Issues for Consideration:**

In determining whether to approve, approve with conditions, or deny proposed General Plan amendments, issues for consideration shall include but not be limited to:

#### **A. Whether the development pattern contained in the future land use plan provides appropriate optional sites for the use proposed in the amendment.**

*The existing Future Land Use Plan provides limited appropriate sites for outpatient healthcare in downtown Eloy. Most parcels are designated Residential or Public/Institutional. This amendment allows siting of healthcare services in a logical location with existing infrastructure, supporting infill development.*

#### **B. That the amendment constitutes an overall improvement to the Eloy General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.**

*Approval of this amendment advances several adopted goals of the Eloy General Plan that provide lasting community benefit.*

*Goal 3.1.1.1 – Promote development and redevelopment of vacant or underutilized land.*

- *Brings a long-vacant property back into productive use as a community-serving clinic.*

*Goal 3.4.2.2 – Support adaptive reuse of vacant or deteriorated structures and properties.*

- *Reuses and modernizes an existing building rather than allowing further*

*deterioration.*

*Goal 3.3.1.2 – Promote land use and zoning that encourage new employment and commercial activity.*

- *Creates professional healthcare jobs and supports economic diversification.*

*Goal 3.3.1.3 – Designate adequate land for a range of commercial land uses in appropriate locations.*

- *Provides an appropriate, infrastructure-ready location for healthcare services.*

*Goal 3.10.1.1 – Provide a range of accessible public and private services that support quality of life.*

- *Expands access to local counseling and family support services.*

*Goal 3.10.1.4 – Promote opportunities for social interaction and community gathering.*

- *Offers group therapy and family programs that foster social connection.*

*Goal 3.1.3.1 – Ensure land use decisions are coordinated with infrastructure availability.*

- *Utilizes existing roads, utilities, and sewer without requiring expansion.*

*Goal 3.10.1.2 – Promote development that strengthens community identity and pride.*

- *Revitalizes a vacant property, demonstrating reinvestment and creating neighborhood pride.*

*The amendment improves the General Plan by aligning land use with community needs, expanding services, creating jobs, and reinvesting in existing infrastructure—all for the long-term benefit of Eloy.*

**C. The degree to which the proposed amendment will impact the City as a whole or a portion of the City by:**

**1. Significantly altering acceptable existing land use patterns.**

*The amendment introduces a compatible Neighborhood Commercial use that maintains harmony with adjacent residential.*

2. **Requiring larger and more extensive improvements to roads, sewer, or water systems than are needed to support the prevailing land uses in which, therefore, may negatively impact development of other lands. The commission and/or the City Council may also consider the degree to which the need for such improvements will be mitigated pursuant to binding commitments by the applicant, a public agency, or other sources when the impacts of the uses permitted pursuant to the General Plan amendment will be realized.**

*Existing utilities are sufficient; no major expansions are required.*

3. **Adversely impacting existing uses due to increased traffic on existing systems.**

*At full operations with up to 12 providers, Luke's House is anticipated to generate approximately 60–80 daily trips in Eloy. This reflects the community's smaller population base and appointment-only scheduling, which spreads visits evenly across weekday business hours.*

*For comparison, the ITE Trip Generation Manual (11th Edition) estimates a medical office of this size at 70–80 trips/day, while retail uses generate about 88 trips/day, and coffee/fast-food drive-throughs can exceed 1,000 trips/day for a similar site.*

*Because the clinic operates at a modest scale and avoids high-turnover traffic, its volume will remain significantly lower than many other Neighborhood Commercial uses. As a result, the proposed amendment will not adversely impact existing or planned land uses with traffic and is fully compatible with the surrounding neighborhood.*

4. **Affecting the livability of the surrounding area or the health and safety of present or future residents.**

*The use enhances livability by providing local access to counseling and support services while maintaining quiet, low-impact operations.*

**D. That the amendment is consistent with the overall intent of the adopted Eloy General Plan.**

*The proposed amendment supports the overall vision of the Eloy General Plan by reusing an underutilized property, creating jobs, and expanding healthcare services in a location served by existing infrastructure. It advances multiple goals, including:*

- **Goal 3.1.1.1 – Redevelopment of underutilized land.**
- **Goal 3.4.2.2 – Adaptive reuse of existing structures.**

- **Goal 3.3.1.2** – Encouraging employment and commercial activity.
- **Goal 3.10.1.1** – Providing accessible services that support quality of life.
- **Goal 3.1.3.1** – Coordinating land use with available infrastructure.
- **Goal 3.10.1.2** – Strengthening community identity and pride.
- **Goal 3.10.1.4** – Promoting opportunities for social interaction.

### **Summary**

*By advancing these goals, the amendment reflects the General Plan’s overall intent for infill development, economic diversification, and improved community services, while remaining consistent with adopted zoning, building, and safety codes.*

### **E. Whether there was an error or oversight in the original plan adoption.**

*At the time of adoption, the General Plan did not anticipate the growing community need for behavioral health services or the lack of designated parcels to accommodate them. This amendment corrects that oversight.*

### **F. Whether events subsequent to adoption have superseded original premises.**

*Since adoption, Eloy has experienced population growth, increased demand for healthcare access, and a rise in behavioral health needs post-pandemic. These trends support siting healthcare in neighborhood-serving locations.*

### **G. Whether events subsequent to the Eloy General Plan adoption may have changed the character and/or condition of the area so as to make the application acceptable.**

*Eloy is transitioning, with vacant or underutilized buildings. The area’s condition now makes neighborhood-scale adaptive reuse desirable and consistent with broader revitalization goals.*

### **H. The extent to which the benefits of the plan amendment outweigh any of the impacts identified in subsections A through G of this section.**

*The proposed amendment provides multiple community benefits that substantially outweigh any potential impacts:*

- *Expanded healthcare access – Brings outpatient behavioral health and family support services into Eloy, reducing the need for residents to travel outside the community.*
- *Job creation and economic diversification – Establishes professional healthcare positions and supports small-business growth in a sector not currently well represented in Eloy.*



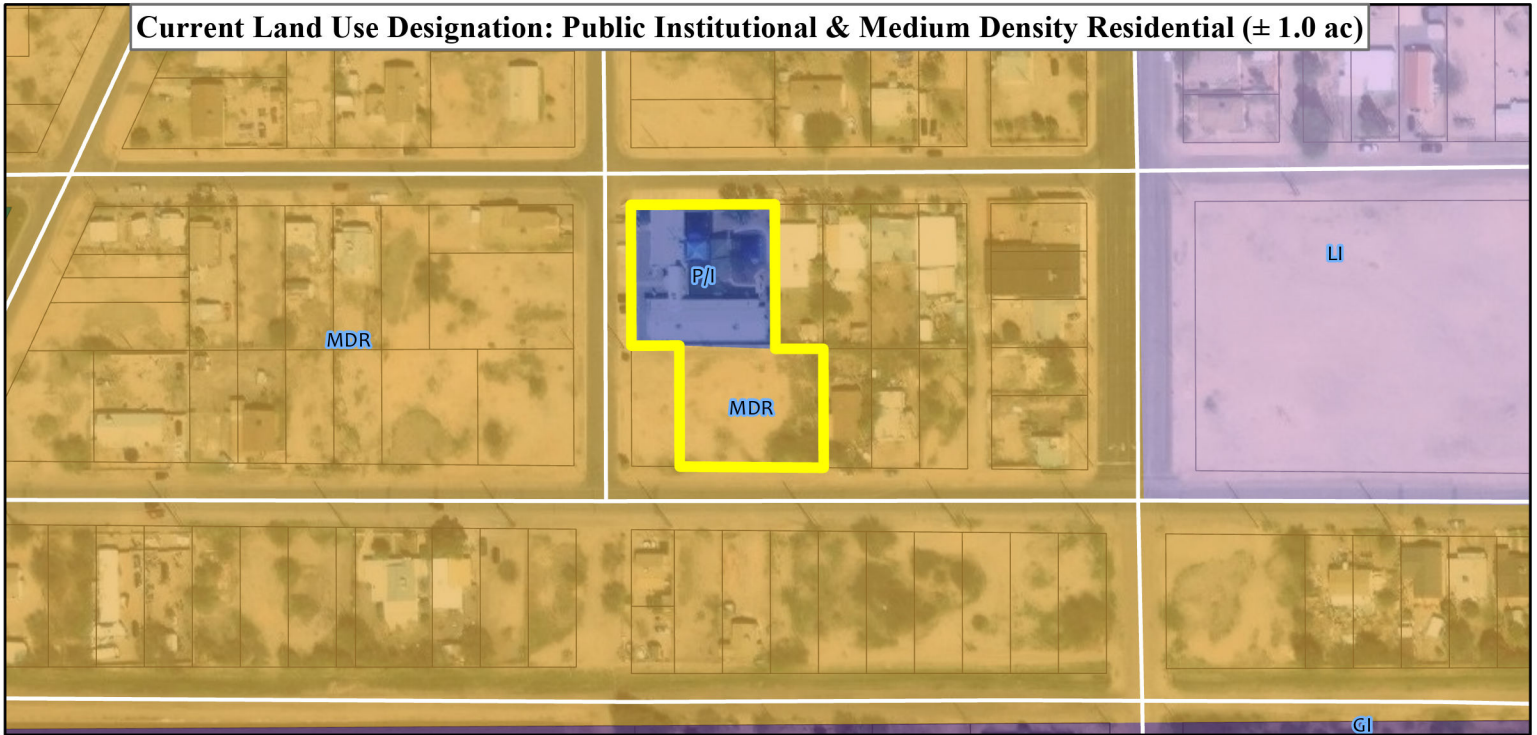
- *Infill and adaptive reuse – Revitalizes a long-vacant property, conserving resources and strengthening surrounding neighborhood stability.*
- *Efficient use of infrastructure – Utilizes existing water, sewer, road, and utility systems, avoiding the need for costly expansions.*
- *Community vitality and pride – Demonstrates visible reinvestment, improving livability and fostering a sense of pride among residents.*

*Potential impacts—such as modest increases in daily trips or the introduction of a small-scale commercial use near residential areas—are limited in scope and mitigated by the clinic’s appointment-based operations, weekday schedule, and professional office character.*

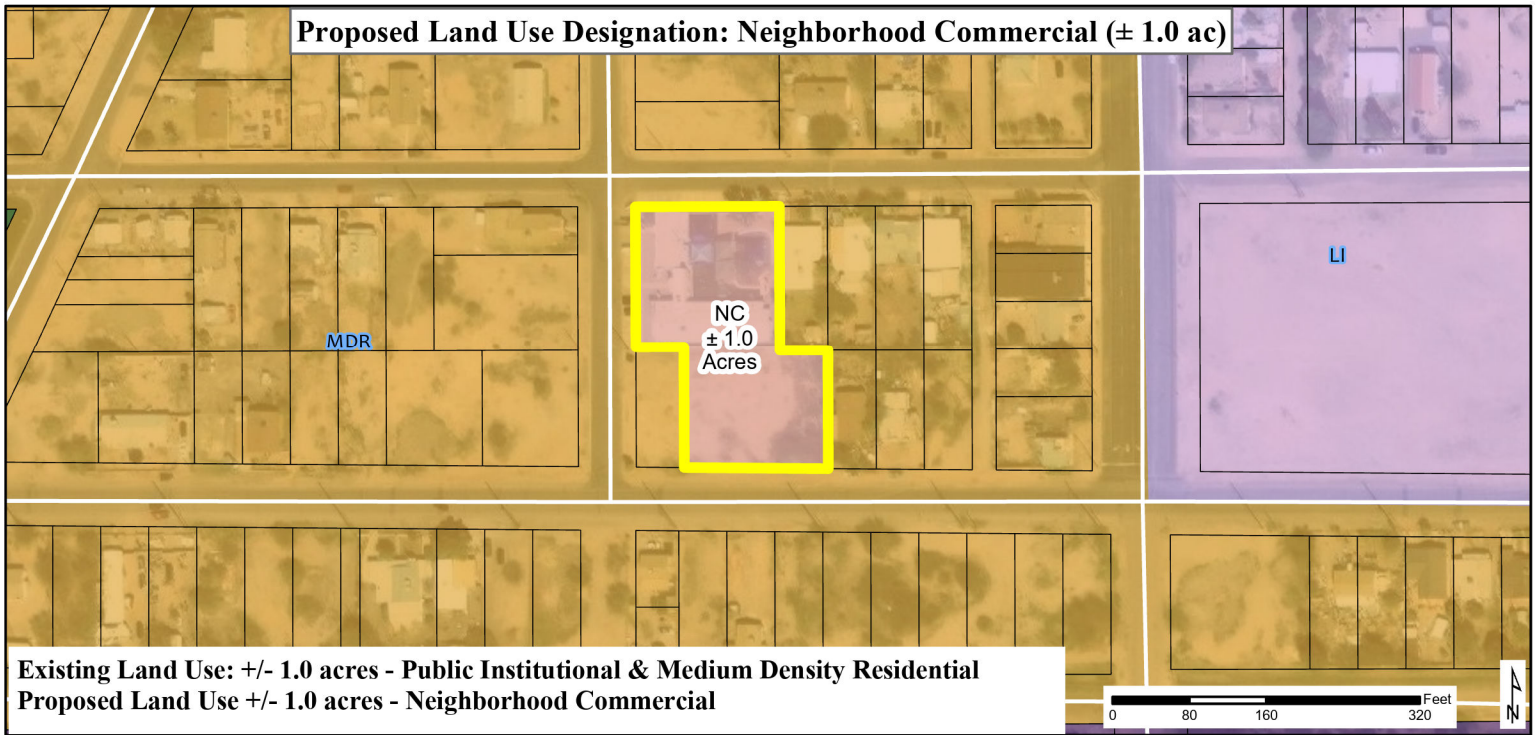
### *Conclusion*

*On balance, the amendment achieves significant long-term benefits for Eloy by expanding healthcare access, creating jobs, and reinvesting in existing infrastructure, while maintaining compatibility with surrounding uses. These benefits far outweigh any minimal impacts, making the amendment a clear improvement to the City’s General Plan and a positive step for the community’s future.*

## Current Land Use Designation: Public Institutional & Medium Density Residential (± 1.0 ac)



## Proposed Land Use Designation: Neighborhood Commercial (± 1.0 ac)



### Luke's House for Behavioral Health PLLC

### General Plan Amendment Exhibit - Case No: GPA2025-004

#### Land Use

##### Residential

- Estate Density Residential (0.2 - 1.0 du/ac)
- Low Density Residential (1.0 - 3.0 du/ac)
- Medium Density Residential (3.0 - 6.0 du/ac)
- Med-High Density Residential (6.0 - 12 du/ac)
- High Density Residential (10 - 24 du/ac)

##### Commercial

- Neighborhood Commercial

##### Community Commercial

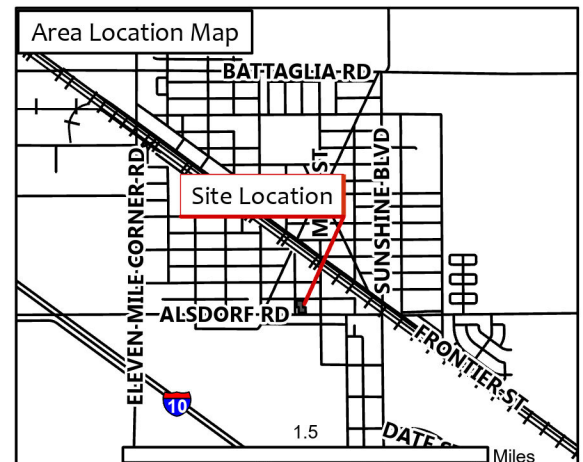
##### Industrial

- Light Industrial
- General Industrial

##### Other

- Parks/Open Space
- Mixed Use
- Public/Institutional

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## **Amendment to the Zoning Map Narrative**

### **Luke's House for Behavioral Health,**

**PLLC 99 N E Street, Eloy, AZ 85131**

**APN: 405-02-222A**

### **Summary of Proposed Zoning Map Amendment:**

*This application requests approval to amend the City of Eloy Zoning Map to rezone the subject property located at 99 N E Street, Eloy, AZ, from R-3 (Multiple Dwelling Residential) to C-1 (Neighborhood Commercial). This change will allow the development and operation of an outpatient behavioral health clinic, providing counseling, mental health treatment, supportive care, and group therapy to Eloy residents, including children, veterans, and underserved populations.*

### **Current Zoning District:**

*Multiple Family Residential (R-3)*

### **Proposed Zoning District:**

*Neighborhood Commercial (C-1)*

## **Section 21-6-6.4: Issues for Consideration**

### **A. Consistency (or lack thereof) with the adopted Eloy General Plan and other adopted plans**

*The proposed rezoning to Neighborhood Commercial (C-1) is consistent with the Eloy General Plan and other adopted plans. The General Plan emphasizes access to healthcare, adaptive reuse of existing structures, infill development, and neighborhood revitalization. The project advances these objectives as follows:*

- *Goal 3.10.1.1 – Provide a range of accessible public and private services that support quality of life. The rezoning supports increased access to outpatient behavioral health services, ensuring that Eloy residents can obtain care locally.*
- *Goal 3.4.2.2 – Support adaptive reuse of vacant or deteriorated structures and properties. The project modernizes and reuses an existing vacant property, conserving resources and improving the surrounding neighborhood.*
- *Goal 3.1.1.1 – Promote development and redevelopment of vacant or underutilized land. Rezoning enables redevelopment of a long-vacant site into a productive, neighborhood-serving use.*
- *Goal 3.3.1.2 – Promote land use and zoning that encourage new employment and commercial activity. The rezoning will allow for the creation of professional healthcare jobs and support economic diversification.*
- *Goal 3.3.1.3 – Designate adequate land for a range of commercial land uses in appropriate locations. Rezoning provides a suitable site for healthcare services within an existing infrastructure network.*
- *Goal 3.1.3.1 – Ensure land use decisions are coordinated with infrastructure availability. The project relies on existing water, sewer, and roadway capacity without requiring costly expansion.*
- *Goal 3.10.1.2 – Promote development that strengthens community identity and pride. Converting an underutilized property into a health clinic demonstrates reinvestment in Eloy and provides a visible source of community pride.*

*By advancing these adopted goals, the rezoning is consistent with the intent of the General Plan and supports orderly growth, improved access to essential services, and enhanced neighborhood vitality.*

**B. Compatibility with the existing zoning and conforming uses of nearby property and with the character of the neighborhood**

*The property is surrounded by a mix of residential, civic, and small-scale commercial uses. The C-1 zoning district is intended to support neighborhood-serving commercial activities that are compatible with adjacent residential areas. The existing structure on-site is consistent with commercial design standards, and the proposed use will maintain the area's character.*

**C. Suitability of the subject property for uses permitted by the proposed zoning district**

*The property is appropriately sized, located, and improved to support a low-intensity commercial use such as a behavioral health clinic. Adequate parking, access, and infrastructure exist to serve the intended use under C-1 zoning.*

**D. Suitability of the subject property for uses permitted by the current zoning district**

*The property's configuration, structure, and surroundings are better suited for commercial or professional uses than high-density residential. The current zoning is not the most appropriate or functional designation for the property's location along N E Street near Main Street.*

**E. Potential impact on the integrity of existing neighborhoods**

*The project contributes positively to the surrounding neighborhoods by rehabilitating a vacant property, improving the visual character of the area, and providing services close to where residents live.*

- Goal 3.10.1.2 – Promote development that strengthens community identity and pride.
  - Reinvestment in the property improves the neighborhood environment.
- Goal 3.10.1.4 – Promote opportunities for social interaction and community gathering.
  - Group and family therapy programs provide structured opportunities for connection.

*The rezoning improves neighborhood integrity by revitalizing a vacant site and offering community-serving uses that align with the surrounding residential context.*

**F. Ability of the subject property and surrounding area to support permitted uses in terms of infrastructure**

*The property is well suited for Neighborhood Commercial uses. It is located on an existing roadway, served by utilities, and buffered by appropriate separation from other residential areas. The project avoids the need for off-site extensions or costly public improvements, making it a fiscally responsible land use decision.*

**G. Impact on public services**

*The project does not place undue demand on police, fire, water, wastewater, or schools.*

- Police and fire protection already serve the site.
- The clinic will not increase demand for parks or schools.
- The building will be improved to meet all fire, safety, and utility requirements.

*The rezoning will not create adverse impacts on public services or facilities.*

## **H. Compliance with site development standards**

*All development will comply with City zoning and site development standards, including setbacks, parking, landscaping, and lighting.*

*The proposed rezoning will comply with all applicable site development and building standards.*

## **I. Impact on the economic welfare of the community**

*The rezoning supports the City's economic development goals by creating professional jobs and investing in an underutilized property.*

- *Goal 3.3.1.2 – Promote land use and zoning that encourage new employment and commercial activity.*
  - *The clinic provides healthcare jobs and expands local economic opportunities.*
- *Goal 3.3.1.3 – Designate adequate land for a range of commercial land uses in appropriate locations.*
  - *This rezoning provides space for healthcare within an appropriate, neighborhood-serving setting.*

*The project enhances Eloy's economic welfare by adding jobs, diversifying services, and reinvesting in an underutilized property.*

## **Steps to Minimize Negative Impacts to Adjacent Property Owners**

- *Maintain existing building scale and height consistent with neighboring properties.*
- *Preserve or enhance existing landscaping and screening.*
- *Limit hours of operation to daytime business hours (8 a.m. to 5 p.m.).*
- *Provide adequate on-site parking to prevent street congestion.*
- *Conduct neighborhood outreach via a Citizen Review process to address concerns.*

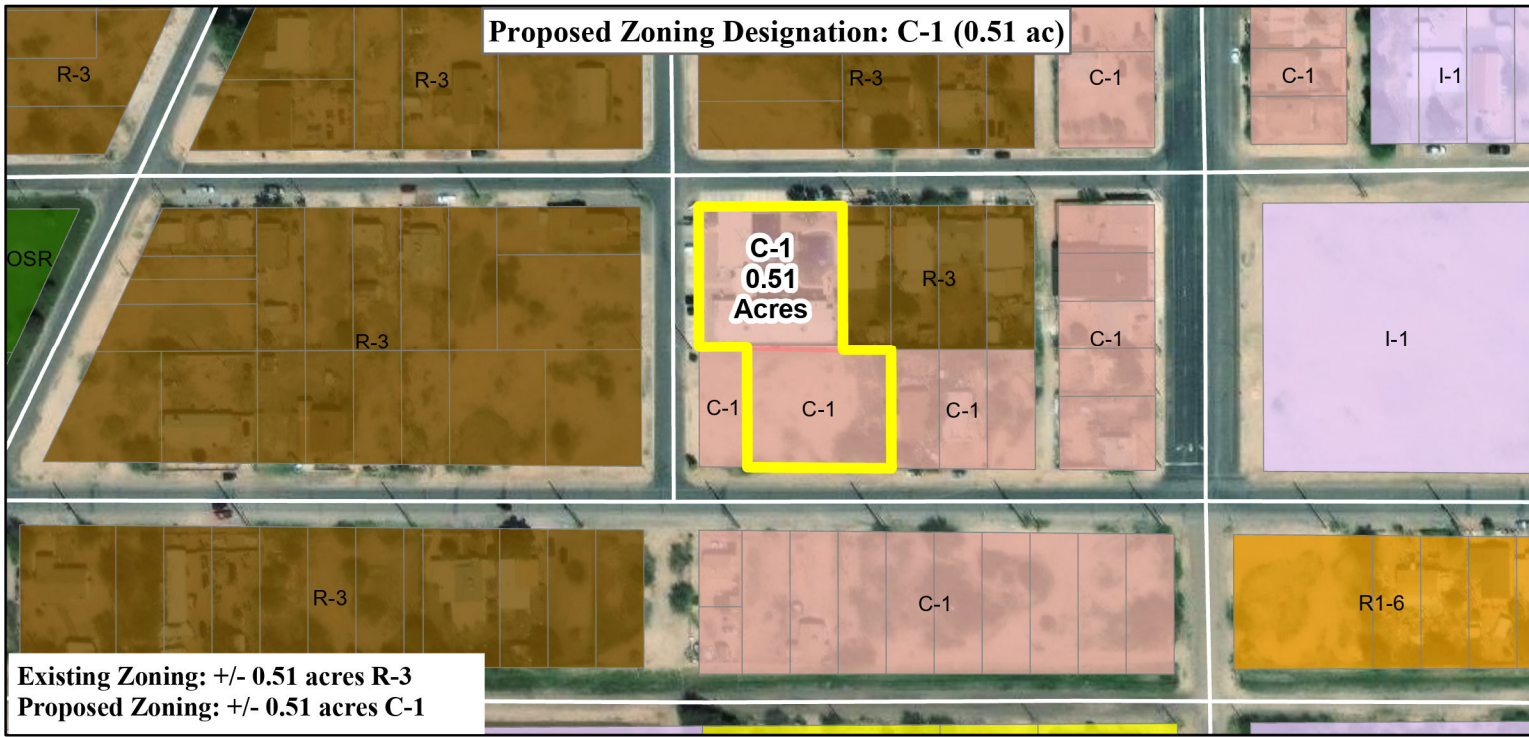
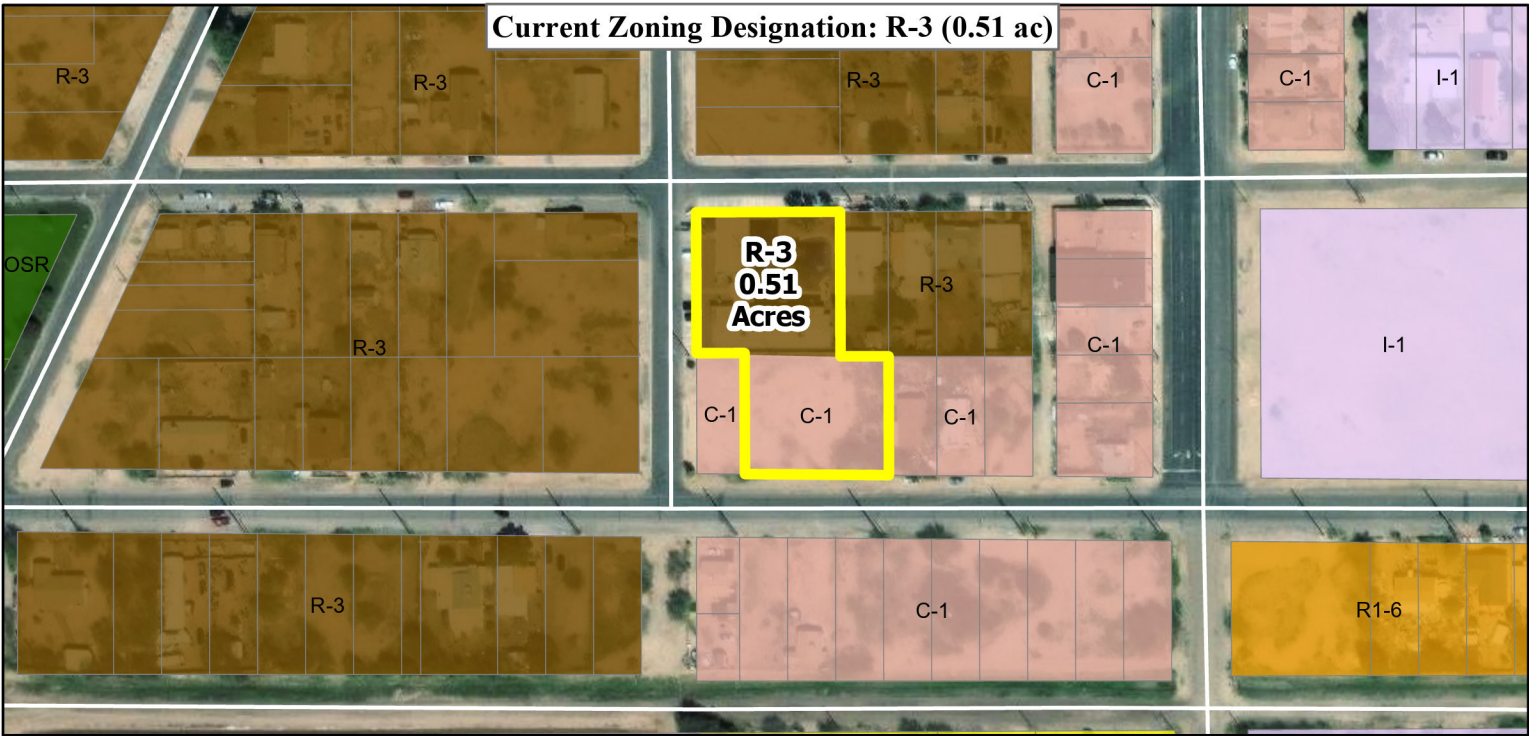
## **Analysis and Considerations**

- *Demand for services: There is a demonstrated need for accessible behavioral health and supportive services in Eloy. Rezoning to C-1 enables a neighborhood-serving clinic to meet this unmet demand.*
- *Balance of land uses: There is an adequate supply of residential zoning in the area. Rezoning this underutilized parcel provides complementary use that strengthens neighborhood stability.*
- *Community benefits:*
  - ✓ *Expanded healthcare access locally.*
  - ✓ *Job creation and economic diversification.*
  - ✓ *Revitalization of a long-vacant property.*
  - ✓ *Efficient use of existing infrastructure.*

## **Conclusion:**

*The proposed rezoning to C-1 is consistent with the Eloy General Plan, enhances neighborhood health resources, revitalizes a vacant structure, and promotes orderly development while protecting nearby residential uses.*



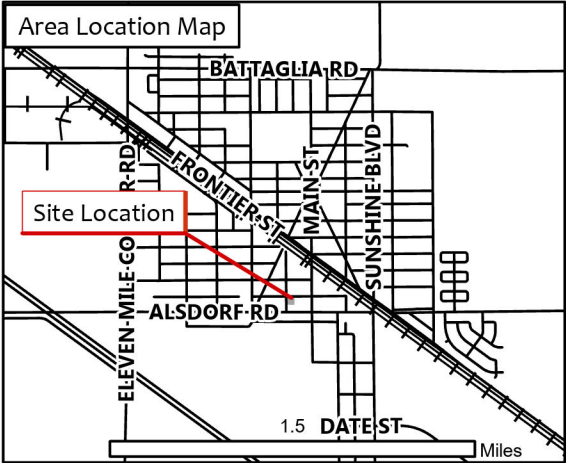


# **Luke's House for Behavioral Health** **Rezoning Exhibit - Case No: RZ2025-001**

**Legend**

|                                                                                                                                                                             |                                                                                                                                                                               |                                                                                                                                                            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> Subject Property                                 | <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R1-6 Single Family Residential (6,000 sq.ft.)      | <b>Industrial</b>                                                                                                                                          |
| <b>Zoning Designations</b>                                                                                                                                                  | <b>Multi-Family</b>                                                                                                                                                           | <span style="background-color: pink; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> BP Business Park                  |
| <b>Single Family</b>                                                                                                                                                        | <span style="background-color: brown; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R-2 Small Lot Residential (6-10 du/acre)            | <span style="background-color: lightpurple; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> I-1 Light Industrial       |
| <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> RR-20 Rural Residential (20 acres/du)        | <span style="background-color: darkbrown; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R-3 Multiple Family Residential (10-24 du/acre) | <span style="background-color: purple; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> I-2 General Industrial          |
| <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> RR-5 Rural Residential (5 acres/du)          | <b>Commercial</b>                                                                                                                                                             | <b>Public Facility</b>                                                                                                                                     |
| <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> RR-2.5 Rural Residential (2.5 acres/du)      | <span style="background-color: pink; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> C-1 Neighborhood Commercial                          | <span style="background-color: lightblue; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> PF Public Facility           |
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R1-54 Estate Residential (1.25 acres/du)         | <span style="background-color: red; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> C-2 General Commercial                                | <b>Open Space</b>                                                                                                                                          |
| <span style="background-color: yellow; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R1-43 Estate Residential (43,560 sq. ft.)        | <span style="background-color: blue; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> MU Mixed Use                                         | <span style="background-color: lightgreen; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> OSC Open Space Conservation |
| <span style="background-color: orange; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> R1-12 Single Family Residential (12,000 sq. ft.) |                                                                                                                                                                               | <span style="background-color: green; border: 1px solid black; display: inline-block; width: 10px; height: 10px;"></span> OSR Open Space Recreational      |

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**Conditional Use Permit Application Narrative**  
**Luke's House for Behavioral Health, PLLC**  
99 N E Street, Eloy, AZ 85131 APN: 405-02-222A

**Current Zoning District:**

The property is currently zoned Multiple Family Residential (R-3) to Neighborhood Commercial (C-1) has been submitted as a separate application.

**Description of Proposed Use:**

The applicant requests a Conditional Use Permit for a Health Care/Medical Facility or Clinic, is to allow the operation of an outpatient behavioral health clinic providing counseling, mental health services, supportive care, group therapy, and resources for individuals and families, including children, veterans, and underserved populations. The clinic will operate Monday through Friday from 8:00 a.m. to 5:00 p.m.

**Section 21-6-7.4: Required Findings**

**A. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.** *The proposed outpatient clinic will enhance public health by providing accessible behavioral health services. The use is office-based, non-residential, and will not negatively impact surrounding properties.*

**B. The proposed use conforms with the purposes, intent, and policies of the adopted Eloy General Plan and any applicable area or neighborhood plan.**

*The proposed use is consistent with the City of Eloy General Plan 2025 and advances multiple adopted goals and policies:*

- *Land Use Goal LU-3: Encourage compatible infill and redevelopment of underutilized parcels.  
The project adaptively reuses an existing vacant building, reducing blight and strengthening the surrounding neighborhood.*
- *Community Services Goal CS-2: Improve access to health and human services.  
Luke's House will directly provide outpatient behavioral health and supportive services, expanding local access to care.*
- *Economic Development Goal ED-1: Diversify the local economy by supporting small businesses and healthcare services.  
Luke's House will generate new jobs, supports local hiring, and establishes a professional service use in downtown Eloy.*
- *Neighborhood Revitalization Goal NR-1: Support reinvestment in existing neighborhoods to improve quality of life.*

*Reuse of the building and daily presence of staff improves safety, reduces vacancy, and contributes to neighborhood stability.*

*Accordingly, the application conforms with the purposes, intent, and adopted policies of the Eloy General Plan by directly advancing its land use, community service, economic development, and neighborhood revitalization objectives.*

**C. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements.** *The clinic will comply with all applicable City zoning regulations, State licensing requirements for behavioral health services, and federal standards, including ADA accessibility.*

**D. The proposed conditional use shall conform to the neighborhood's character within the same zoning district. Considerations include the location, type, and height of buildings, and extent of landscaping and screening.** *The clinic will operate within an existing single-story building consistent with neighboring structures. The site will maintain existing landscaping and incorporate additional screening if required by the City.*

**E. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.** *The property is served by existing utilities, including water, sewer, and electrical. Access is provided via N E Street and Alsdorf Road, with fire protection from the City of Eloy Fire Department.*

**F. Adequate measures shall provide ingress and egress designed to minimize traffic hazards and traffic congestion on public roads.** *The site provides adequate off-street parking and ingress/ egress points. The clinic's appointment-based operations will limit traffic impact and prevent congestion.*

**G. The proposed use shall not be noxious or offensive because of vibration, noise, odor, dust, smoke, or gas.** *The outpatient clinic use generates no noise, odor, dust, smoke, or emissions beyond typical office operations.*

**H. The proposed use shall not be injurious to the use and enjoyment of property in the vicinity nor substantially diminish or impair property values.** *The project will improve neighborhood appearance and activity by revitalizing a vacant structure, increasing service availability, and supporting property values.*

**I. Establishing the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.** *The*



*clinic complements the surrounding mixed residential and commercial uses. It encourages orderly development by promoting neighborhood stability and essential services.*

**General Plan Consistency:**

*The application complies with the following goals of the City of Eloy General Plan 2025:*

- *Community Services Goal CS-2: Improve access to health services within Eloy. Luke's House will directly provides outpatient mental health and supportive services to residents, reducing the need to travel outside the community.*
- *Land Use Goal LU-3: Encourage neighborhood revitalization and adaptive reuse of underutilized parcels. The project rehabilitates and reactivates an existing structure for a community-beneficial purpose, reducing vacancy and stabilizing the neighborhood.*
- *Economic Development Goal ED-1: Promote economic development and quality of life. By creating new jobs, supporting local hiring, and offering needed healthcare services, the project enhances Eloy's quality of life and economic vitality.*

**No applicable General Plan goals or policies are inconsistent with this application.**

**Measures to Minimize Negative Impacts:**

- *The clinic will operate during regular business hours only.*
- *On-site parking will be maintained to avoid street congestion.*
- *Landscaping and screening will be preserved or enhanced as needed.*
- *Continuous community engagement through the Citizen Review process.*

**Conclusion:**

*The proposed outpatient behavioral health clinic will positively contribute to Eloy's public health resources while complying with zoning requirements, General Plan policies, and neighborhood compatibility standards.*



**Conditional Use Permit - Case No: CUP2025-007**  
**Luke's House for Behavioral Health**



**Legend**



Subject Property

# Citizen Review Report

**Applicant:** Luke's House for Behavioral Health, PLLC

**Project Location:** 99 N E Street, Eloy, AZ

**Case Nos.:** GPA 2025-004 (General Plan Amendment), RZ2025-001 (Rezoning), CUP 2025-007 (Conditional Use Permit)

## PURPOSE OF THE MEETING

The applicant, Luke's House for Behavioral Health, PLLC, held a Neighborhood Meeting in compliance with the City of Eloy's public participation requirements. The purpose of the meeting was to inform nearby residents and stakeholders of the proposed project, gather input, and address questions and concerns related to the General Plan Amendment, Rezoning, and Conditional Use Permit applications.

## PROJECT OVERVIEW

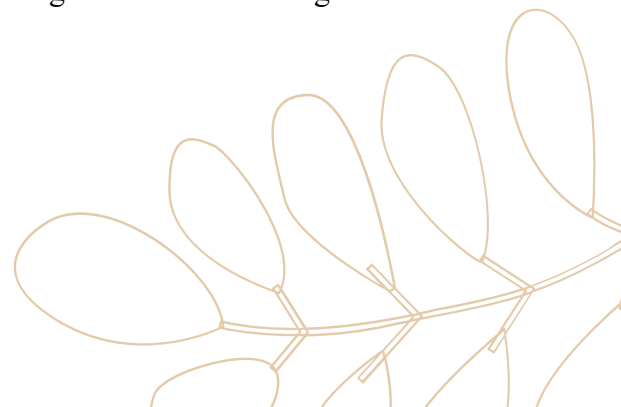
Luke's House for Behavioral Health, PLLC is proposing to establish an outpatient behavioral health clinic at 99 N E Street, Eloy, AZ.

- **Mission:** To provide accessible, compassionate, and community-focused behavioral health services for children, adolescents, adults, and families in Eloy and surrounding communities.
- **Applications Submitted:**
  - **GPA 2025-004:** General Plan Amendment from *Public/Institutional* to *Neighborhood Commercial*.
  - **RZ2025-001:** Rezoning from *R-3 (Multifamily Residential)* to *C-1 (Neighborhood Commercial)*.
  - **CUP 2025-007:** Conditional Use Permit for an outpatient behavioral health clinic.

The facility will operate during **regular business hours (8 AM – 5 PM, Monday–Friday)**. All services will be **by scheduled appointment only**, with no walk-in or emergency care provided.

## MEETING NOTIFICATION

- **Notification Radius:** Letters were mailed to all property owners within 300 feet of the subject site.
- **Sign Posting:** A Neighborhood Meeting sign was posted on the northwest corner of the property.
- **Timing:** Notices and sign postings occurred at least 10 days prior to the meeting date in compliance with City requirements.
- **Additional Outreach:** Staff also spoke with church members across the street, invited community partners, and welcomed walk-in questions from neighbors while working onsite.



# SUMMARY OF COMMUNITY QUESTIONS AND APPLICANT RESPONSES

## *Client Services & Safety*

- **Q: Will you serve pedophiles or sex offenders?**

**A:** No. The clinic will not provide services to registered sex offenders. Our clinic's scope of services specifically excludes serving individuals who are required to register as sex offenders, and our Admission & Eligibility policy expressly prohibits their enrollment.

- **Q: Will you serve abused children and their abusers? Will they be onsite together?**

**A:** No. Luke's House follows trauma-informed care principles and adheres to Arizona Department of Health Services (ADHS) outpatient treatment standards which require separation of populations to ensure safety and therapeutic appropriateness. Youth and adult programs will be scheduled on separate days, and treatment plans are structured to avoid contact between victims and potential perpetrators.

- **Q: What safety measures will be in place?**

**A:** Safety measures are layered and follow ADHS licensure rules and best practices in healthcare security, including controlled access (doorbell entry, fingerprint & restricted keycards), security cameras at entrances and parking areas, trained staff in crisis mitigation, and strict policies preventing loitering.

## *Neighborhood Impacts*

- **Q: Can you guarantee there will be no loitering?**

**A:** While no facility can provide an absolute guarantee to ensure loitering does not happen, we will have policies and procedures in place to ensure clients will remain indoors during appointments and are encouraged to wait inside for transportation. No walk-in appointments are permitted. Staff will monitor the property during sessions. Our compliance with the CUP conditions provides enforceable accountability with the City of Eloy.

- **Q: Will there be additional police patrols?**

**A:** Police patrols are determined by the Eloy PD. However, this area benefits from proximity to the Eloy Fire Department and the Eloy Police Substation at the Troy Thomas Center. The clinic's internal emergency plan includes coordination with law enforcement when necessary and our internal security features will further reduce concerns.

- **Q: Will emergency/ crisis response times be delayed due to the railroad tracks?**

**A:** No. Emergency services are located on this side of the tracks and can respond promptly. Our staff are trained under the ADHS crisis intervention standards to provide immediate response until first responders arrive.

- **Q: Will my property value decrease?**

**A:** Outpatient medical and professional offices have not been shown to reduce property values. In fact, reactivating an empty building with professional services often improves stability and reduces crime.



## *Community Process*

- **Q: Who was invited to this meeting?**

**A:** Notices were sent to neighbors within 300 feet per city requirements, a sign was posted, and outreach was extended to local partners and passersby.

- **Q: Will there be more meetings?**

**A:** Yes. The project will be heard at a Public Hearing before the Planning & Zoning Commission and later at a City Council Meeting. Both are open to the public.

- **Q: Will there be more meetings at this location?**

**A:** Yes. If requested by anyone here, or if you have neighbors that still have questions, we can schedule additional meetings to accommodate. We welcome neighbors to stop by and ask questions or tour the facility when we are on site.

- **Q: Can community members attend City Council meetings?**

**A:** Yes, City Council meetings are always open to the public.

- **Q: How can concerns or complaints be reported?**

**A:** There are many ways to voice your concerns. Neighbors can contact Luke's House directly or report to the City of Eloy for CUP compliance enforcement. We are required to post all local and state complaint contacts. You can see them already displayed in the lobby. We have an internal process and complaints can be emailed to [compliance@lukeshouse-bh.com](mailto:compliance@lukeshouse-bh.com).

## *Community Support & Comments*

- *"It will be good to have a facility like this in the neighborhood. People currently have to travel to Casa Grande, Phoenix, Tucson, and there is always a waitlist. It will be good to have somewhere close by."*

**Response:** Thank you. Our goal is to provide care close to home, so residents no longer have to travel long distances for care.

- *"I am glad to see the building used for our community. Since it has been empty, there has been an increase in crime and homeless activity. When the daycare was open, people behaved themselves. An empty building encourages transient activity."*

**Response:** Thank you. We agree. We believe our active use of the site, with staff present daily, will reduce crime and loitering.

- **Comment on advertising:** Neighbors asked if the clinic could advertise at parks, festivals, or church bulletins.

**Response:** We are not currently advertising services until zoning approvals are complete, but neighbors and community partners are welcome to share flyers and information with others.

- **Comment on community need:** Residents noted limited school counseling availability and waitlists for local behavioral health providers.

**Response:** Luke's House will help address this gap by serving youth, adolescents, adults, and families, and by training new clinicians through supervised practice.

## Summary of Community Concerns & Applicant Responses

| Concern / Question                                                | Applicant Response / Mitigation                                                                                                                             | Status                                    |
|-------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Will you serve pedophiles or sex offenders?                       | No. Clinic will not accept registered sex offenders per ARS §13-3821 and internal Admission & Eligibility Policy.                                           | Addressed                                 |
| Will you serve abused children and their abusers onsite together? | No. Youth and adult programs scheduled separately; victims and abusers will not be treated together.                                                        | Addressed                                 |
| What safety measures will be in place?                            | Controlled access entry; security cameras; staff trained in crisis de-escalation; strict no-loitering policies; emergency plan per A.A.C. R9-10-712.        | Addressed                                 |
| Can you guarantee there will be no loitering?                     | Appointment-only model; no walk-ins; clients remain indoors; staff monitor property; CUP requires compliance with conditions.                               | Ongoing (enforced through policies & CUP) |
| Will there be additional police patrols?                          | Patrols are determined by City. Clinic benefits from proximity to Eloy Police Substation and Fire Department. Internal emergency plan ensures coordination. | Addressed                                 |
| Will emergency response be delayed due to train tracks?           | No. Police/Fire are on same side of tracks; staff trained for immediate response.                                                                           | Addressed                                 |
| What about property values?                                       | Healthcare offices have not been shown to reduce values; adaptive reuse of vacant buildings improves stability and discourages crime.                       | Addressed                                 |
| Who was invited to this meeting?                                  | Notices sent to all owners within 300 feet; on-site sign posted; outreach extended to partners.                                                             | Addressed                                 |
| Will there be more meetings?                                      | Yes. Public hearings before Planning & Zoning Commission and City Council.                                                                                  | Addressed                                 |
| Will there be more meetings at this location?                     | Yes, upon request. Applicant open to additional neighborhood meetings or tours.                                                                             | Ongoing                                   |
| Can community members attend City Council meetings?               | Yes, all Council meetings are open to the public.                                                                                                           | Addressed                                 |
| How can concerns or complaints be reported?                       | Directly to Luke's House; to City of Eloy for CUP enforcement; to ADHS complaint line; internal compliance email; notices posted per A.A.C. R9-10-1208.     | Addressed                                 |
| Will the clinic advertise locally?                                | No advertising until zoning approvals complete.                                                                                                             | Addressed                                 |
| Community need (limited school counseling & waitlists)            | Luke's House will provide youth, adolescent, and family services; train new clinicians under ARS §32-3251 supervision standards.                            | Addressed                                 |

## **CONCLUSION**

The Neighborhood Meeting provided an opportunity to hear concerns and answer questions. Neighbors expressed both concerns about safety and operations and support for the clinic's community benefits. The applicant has committed to:

- Appointment-only operations during business hours.
- Strict safety and security policies.
- Youth and adult programs scheduled separately.
- Ongoing communication with neighbors and City officials.
- Compliance with Eloy CUP conditions and ADHS licensing requirements.

Luke's House is a locally owned healthcare provider dedicated to revitalizing an underutilized property, increasing community safety, and expanding access to much-needed behavioral health services in Eloy.

### **Attachments**

- Mailing list of notified property owners
- Meeting sign-in sheet
- Copy of meeting agenda
- Maps/illustrations presented at the meeting
- Fact sheet about Luke's House for Behavioral Health
- Luke's House Flyer

**Project:** Luke's House for Behavioral Health, PLLC. **APN**  
40502222A **Citizen Review Mailing List**

1. **APN 41107005b**  
**First Owner Name** Dye Equities LLC Etal  
**Property Address** 231 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 4727 E Bell Rd Ste 45283 Phoenix Az 85032
2. **APN 411080100**  
**First Owner Name** Noriz Gloria  
**Second Owner Name** Sherwood Belinda A  
**Property Address** 107 W Hinton St Eloy, Az 85131
3. **APN 41108009e**  
**First Owner Name** OC Star Investment LLC  
**Property Address** 104 W Hinton St Eloy, Az 85131  
**Mailing Address** 9201 Garden Grove Blvd, Garden Grove Ca 92844
4. **APN 41108124a**  
**First Owner Name** Smith Sandy K  
**Property & Mailing Address** 209 W Alsdorf Rd Eloy, Az 85131
5. **APN 411081230**  
**First Owner Name** Loggins Joel E & Delois  
**Property Address** 205 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** Po Box 841 Eloy, Az 85131
6. **APN 411081210**  
**First Owner Name** Soqui Emet  
**Property Address** 201 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 2010 E Melrose St Gilbert Az 85297
7. **APN 411081200 & 411081190 (James Ruby & Robert Lee Jr)**  
**First Owner Name** James Ruby Jean  
**Property Address** 121 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** Po Box 494 Eloy, Az 85131
8. **APN 411081180**  
**First Owner Name** Beltran Yolanda  
**Property Address** 119 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 105 W Auburn Sky Ct Cg, Az 85122
9. **APN 411081170**  
**First Owner Name** Mondragon Gerardo  
**Property& Mailing Address** 117 W Alsdorf Rd Eloy, Az 85131
10. **APN 411081160, 411081150, 411081140, 411081130, 411081120, 411081110, 411081100,**  
**First Owner Name** Turfbreakers LLC  
**Property Addresses** 113 W Alsdorf Rd, 111 W Alsdorf Rd, 109 W Alsdorf Rd, 107 W Alsdorf Rd, 105 W Alsdorf Rd, 103 W Alsdorf Rd, 112 S Main St,  
**Mailing Address** 6085 E Paseo Ventoso, Tucson, Az 85750



**Project:** Luke's House for Behavioral Health, PLLC. **APN** 40502222A  
**Citizen Review List**

11. **APN** 405021100  
**First Owner Name** Smith Lula  
**Property Address** 208 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 425 E Phoenix Ave Eloy, Az 85131
12. **APN** 405021110  
**First Owner Name** C & E Construction LLC  
**Property Address** 206 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 1543 E Racine Dr, Casa Grande, Az 85122
13. **APN** 405021120  
**First Owner Name** Campbell Frank & Susie Joyce  
**Property Address** 202 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 2 Sedgewood Ct Fountain Inn, Sc 29644
14. **APN** 411081220, 405022210, 405022370  
**First Owner Name**  
Robinson Fredrick  
**Property Addresses** 203 W Alsdorf Rd Eloy, Az 85131, 116 W Alsdorf Rd, 42 N Main St  
**Mailing Address** 1120 E Shepherds Way Casa Grande, Az 85122
15. **APN** 405022250  
**First Owner Name** Ortega Feliciano & Gloria  
**Property & Mailing Address** 106 W Alsdorf Rd Eloy, Az 85131
16. **APN** 405022260  
**First Owner Name** Coronado Mike T & Anna M  
**Property & Mailing Address** 104 W Alsdorf Rd Eloy, Az 85131
17. **APN** 405022270  
**First Owner Name** Lopez Ana Maria  
**Second Owner Name** Preciado Juan Vincente Lopez  
**Property Address** 102 W Alsdorf Rd Eloy, Az 85131  
**Mailing Address** 1925 E La Costa Dr Gilbert, Az, 85298
18. **APN** 40502236a  
**First Owner Name** Garcia Oralia  
**Property Address** 20 N Main St Eloy, Az 85131  
**Mailing Address** Po Box 572 Eloy, Az 85131
19. **APN** 405022380  
**First Owner Name** Planet Home Lending LLC  
**Property Address** 64 N Main St Eloy, Az 85131  
**Mailing Address** 321 Research Pkwy Ste 303 Meriden, Ct 06450
20. **APN** 40502239b  
**First Owner Name** Sepulveda Holding LLC  
**Property Address** 86 N Main St Eloy, Az 85131  
**Mailing Address** 116 N Casa Grande Ave Casa Grande, Az 85122

**Project:** Luke's House for Behavioral Health, PLLC. **APN** 40502222A  
**Citizen Review List**

21. **APN** 40502239a  
**First Owner Name** Carralejo Maria Guadalupe  
**Property Address** 98 N Main St Eloy, Az 85131  
**Mailing Address** 109 W 1st St Eloy, Az 85131
22. **APN** 405022310  
**First Owner Name** Rodriguez Gonzalo Jr  
**Property Address** 111 W 1st St Eloy, Az 85131  
**Mailing Address** Po Box 2805 Arizona City, Az 85123
23. **APN** 405022300  
**First Owner Name** Porras-Romero Alma E  
**Property & Mailing Address** 109 W 1st St Eloy, Az 85131
24. **APN** 405022290  
**First Owner Name** Maldonado Olivia & Cruz Julia J  
**Second Owner Name** Young Mary & Vasquez Rosalia J Etal  
**Property Address** 107 W 1st St Eloy, Az 85131  
**Mailing Address** 128 W La Siesta Dr Eloy, Az 85131
25. **APN** 405022280  
**First Owner Name** Vidal Freddy  
**Property & Mailing Address** 105 W 1st St Eloy, Az 85131
26. **APN** 405021160  
**First Owner Name** Carter Bolivia J  
**Property Address** 203 W 1st St Eloy, Az 85131  
**Mailing Address** 1120 E Shepherds Way Casa Grande, Az 85122
27. **APN** 405021150  
**First Owner Name** Cooksey Roy L Sr  
**Second Owner Name** Cooksey Malissia  
**Property Address** 201 W 1st St Eloy, Az 85131
28. **APN** 405021140  
**First Owner Name** Mount Zion Church Of God In Christ Eloy  
**Second Owner Name** C/O Mcneal Rev Bryant  
**Property Address** 98 N E St Eloy, Az 85131  
**Mailing Address** Po Box 8353 Phoenix, Az 85066
29. **APN** 405021130  
**First Owner Name** Thomas La Joie  
**Property Address** 64 N E St Eloy, Az 85131  
**Mailing Address** 2606 E Beautiful Ln Phoenix, Az 85042
30. **APN** 40502138a  
**First Owner Name** Chase-Berry Lillie Vern  
**Second Owner Name** Chase-Bratton Marilyn Louise Etal  
**Property Address** 202 W 1st St Eloy, Az 85131  
**Mailing Address** 24481 N Plum Rd Florence, Az 85132

**Project:** Luke's House for Behavioral Health, PLLC. **APN** 40502222A  
**Citizen Review List**

31. **APN** 405021320  
**First Owner Name** Benitez Carlos Armando Zelaya  
**Second Owner Name** Riego Patricia Ninoska Zelaya  
**Property Address** 205 W Dr Martin Luther King Jr St Eloy, Az 85131  
**Mailing Address** 210 W Dr Martin Luther King Jr St Eloy, Az 85131
32. **APN** 405021340  
**First Owner Name** Verdin Jaime Enrique Bandela  
**Second Owner Name** Almada Mariela Martinez  
**Property Address** 110 N E St Eloy, Az 85131  
**Mailing Address** 108 N Main St Eloy, Az 85131
33. **APN** 405021350, 405021360  
**First Owner Name** Sanchez Santiago P Mancillas & Montoya Felicitas Ma T Perez  
**Property Addresses** 108 N E St Eloy, Az 85131, 106 N E St  
**Mailing Address** 387 N 21st Ave Phoenix, Az 85009
34. **APN** 405021370  
**First Owner Name** De La Torre Francisco  
**Property Address** 102 N E St Eloy, Az 85131  
**Mailing Address** 24382 S 150th St Chandler, Az 85249
35. **APN** 405022450  
**First Owner Name** Salazar Juana  
**Property & Mailing Address** 111 N E St Eloy, Az 85131
36. **APN** 405022440  
**First Owner Name** Loreto-Lopez Lorenzo  
**Property & Mailing Address** 107 N E St Eloy, Az 85131
37. **APN** 405022430  
**First Owner Name** Gonzales Jorge  
**Property Address** 105 N E St Eloy, Az 85131  
**Mailing Address** 1012 S Stapley Dr Ste 113 Mesa, Az 85204
38. **APN** 405022420  
**First Owner Name** Holmes Andrew & Jean  
**Second Owner Name** C/O James Ruby  
**Property Address** 103 N E St Eloy, Az 85131  
**Mailing Address** Po Box 494, Eloy, Az 85131
39. **APN** 405022410  
**First Owner Name** Thomas Troy A (Est Of) & La Joie  
**Property Address** 101 N E St Eloy, Az 85131  
**Mailing Address** 2606 E Beautiful Ln Phoenix, Az 85042

**Project:** Luke's House for Behavioral Health, PLLC. **APN** 40502222A  
**Citizen Review List**

40. **APN** 405022500

**First Owner Name** Garcia-Padilla Jose Ignacio

**Second Owner Name** Padilla Martha M

**Property Address** 111 W Dr Martin Luther King Jr St Eloy, Az 85131

**Mailing Address** 517 W Alsdorf Rd Unit 10 Eloy, Az 85131

41. **APN** 405022510

**First Owner Name** Garcia-Padilla Jose Ignacio

**Second Owner Name** Padilla Martha M

**Property Address** 109 W Dr Martin Luther King Jr St Eloy, Az 85131

**Mailing Address** 517 W Alsdorf Rd Unit 10 Eloy, Az 85131

42. **APN** 405022520

**First Owner Name** Vasquez Noe D

**Property Address** 103 W Dr Martin Luther King Jr St Eloy, Az 85131

**Mailing Address** 695 E Vasquez Way Casa Grande, Az 85193

43. **APN** 405022530

**First Owner Name** Verdin Jaime Enrique Bandela

**Second Owner Name** Almada Mariela Martinez

**Property Address** 105 W Dr Martin Luther King Jr St Eloy, Az 85131

**Mailing Address** 108 N Main St Eloy, Az 85131

44. **APN** 40502254a, 40502254b

**First Owner Name** Bandala Jaimie Enrique & Mariela Martinez

**Second Owner Name** Almeida Zenaida Martinez

**Property Addresses** 104 N Main St Eloy, Az 85131, 102 N Main St

**Mailing Address** 108 N Main St Eloy, Az 85131

45. **APN** 40502246a

**First Owner Name** Vallejo Pearl Reennee & Baeza Cruz Iii

**Second Owner Name** Baeza Cruz Reyes

**Property & Mailing Address** 106 W 1st St Eloy, Az 85131

46. **APN** 405022480, 405022490

**First Owner Name** Williams Earthy B Jr & Gloria

**Property & Mailing Addresses** 108 W 1st St Eloy, Az 85131, 104 W 1st St

47. **APN** 40502222A

**First Owner Name** Eloy Division of Self & Community Improvement

**Property & Mailing Addresses** 515 W 1st St Eloy, Az 85131



## Neighborhood Meeting Sign in Sheet

99 N. E. St.

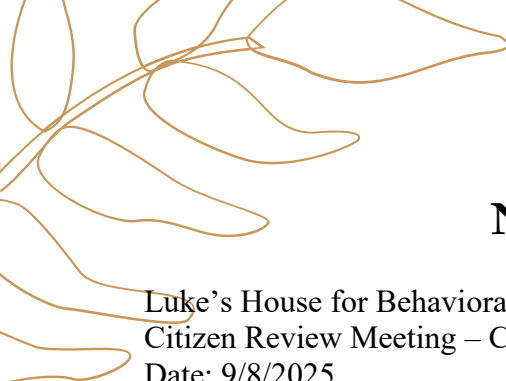
Eloy, AZ. 851331

September 8<sup>th</sup>, 2025

6pm - 7:38pm

[illegible]





# Neighborhood Meeting Agenda

Luke's House for Behavioral Health, PLLC

Citizen Review Meeting – Case Nos. GPA 2025-004, RZ2025-001, CUP2025-007

Date: 9/8/2025

Time: 6:00 p.m.

Location: 99 N E Street, Eloy, AZ 85131

## 1. Welcome & Introductions (5 minutes)

- Introduce Luke's House for Behavioral Health, PLLC.
- Introduce representatives attending (Leticia Martinez, LPC/ Clinical Director & Sonnette Cherry Federico COO/Administrative Director).
- Purpose of the meeting: to inform, answer questions, and hear community feedback.

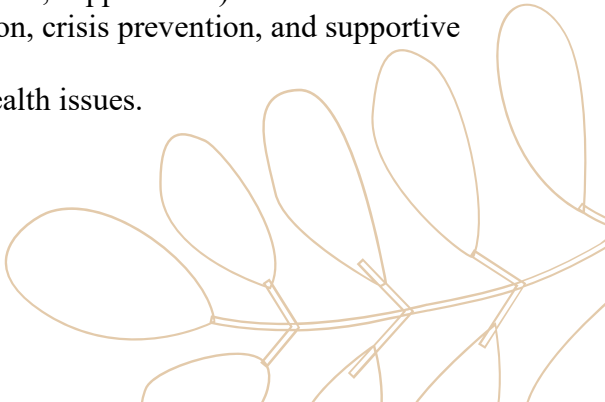
## 2. Project Overview (10 minutes)

- Case No. GPA 2025-004: Request to amend General Plan land use designation from Public/Institutional to Neighborhood Commercial.
- Case No. RZ2025-001: Rezoning from Multiple Development Residential (R-3) to Neighborhood Commercial (C-1).
- Case No. CUP2025-007: Conditional Use Permit for an outpatient behavioral health clinic.
- Show site map, zoning map, and proposed site plan (if available).

## 3. About Luke's House for Behavioral Health (10 minutes)

- Locally founded behavioral health practice, serving Eloy and surrounding areas.
- Licensed outpatient facility providing:
  - Counseling & therapy services (individual, family, group).
  - Mental health support (depression, anxiety, trauma care).
  - Substance use counseling and supportive recovery services.
  - Referrals to higher levels of care when needed.
- Staffed by licensed professionals, with oversight and compliance with Arizona Department of Health Services (ADHS) and AHCCCS.
- Mission: To provide accessible, compassionate, and professional behavioral health services close to home.

## 4. Community Benefits (10 minutes)

- Expands local access to mental health services without requiring travel to Casa Grande, Tucson, or Phoenix.
  - Supports families, youth, veterans, and seniors in Eloy.
  - Reduces stigma by providing a professional clinic environment in a central, safe, and accessible location.
  - Creates jobs for Eloy residents (administrative staff, counselors, support staff).
  - Strengthens community safety by providing early intervention, crisis prevention, and supportive care.
  - Enhances quality of life by reducing untreated behavioral health issues.
- 

5. Addressing Community Concerns (15 minutes)

6. Community Input & Q&A (20 minutes)

7. Next Steps in the Process (5 minutes)

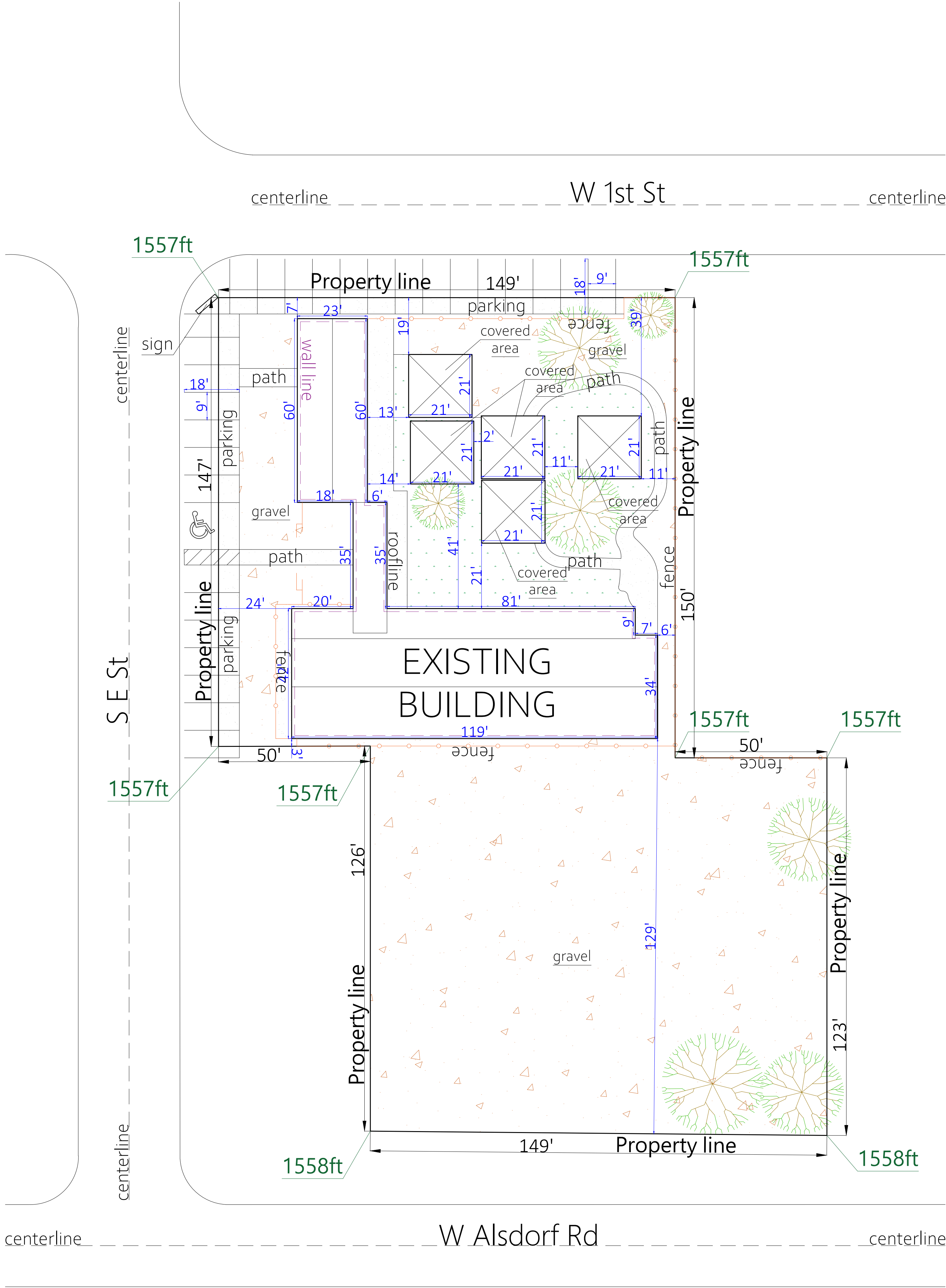
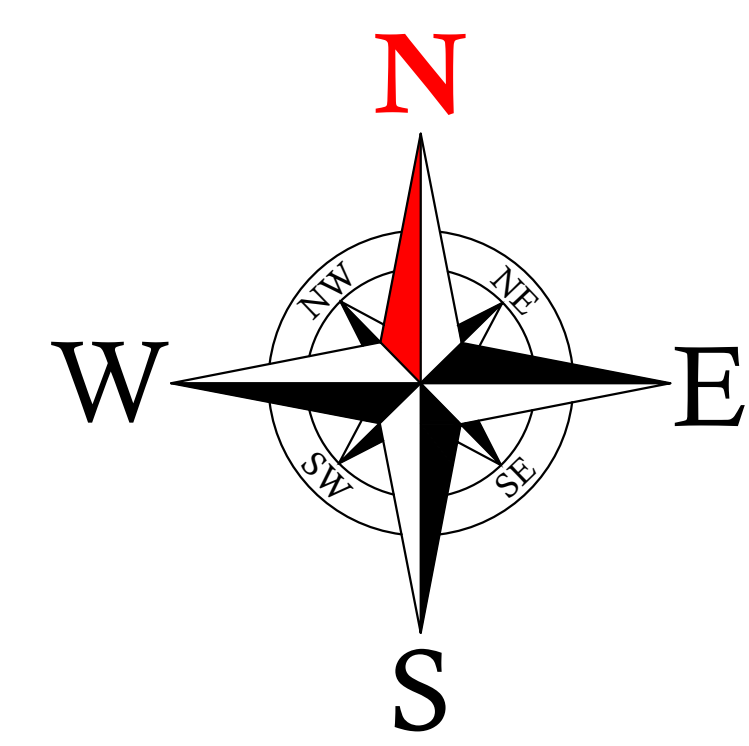
- Citizen Review feedback will be summarized in a Citizen Review Report submitted to the City.
- Formal considerations by Planning & Zoning Commission and City Council will follow.
- Community members can continue to submit comments to the City of Eloy Community Development Department.

8. Closing Remarks (5 minutes)

- Reiterate commitment to being a good neighbor and resource to the community.
- Provide contact information for follow-up questions.
- Thank attendees for their time and input.

SITE PLAN

Address: 99 N E St  
Eloy, AZ 85131  
Parcel ID: 405-02-222A  
Lot area: 0.94 Acres  
Plot Size: 24"x36"  
Drawing scale: 1"=20'





# Coming Soon to Eloy!



**LUKE'S HOUSE**  
for BEHAVIORAL HEALTH

We are excited to join your community! Luke's House will provide caring, professional Outpatient Behavioral Health Services for adults, children, teens, and families right here in your neighborhood.

**Our Services will include:**

- ✦ Individual Counseling
- ✦ Family and Group Therapy
- ✦ Case Management
- ✦ Wellness and Life Skills Training & Resources

*We look forward to partnering with the Eloy community — providing compassionate, respectful care close to home.*



<https://sites.google.com/lukeshouse-bh.com/lukeshouse>  
[info@lukeshouse-bh.com](mailto:info@lukeshouse-bh.com)  
(520) 866-1532

**Open House  
Invitation**

**Date:** September 8,  
2025

**Time:** 6:00 – 7:00 p.m.

**Location:** Luke's  
House  
99 N. E. Street  
Eloy, Arizona 85131

Tour the clinic, meet  
the Founders, enjoy  
refreshments, and  
learn how we'll  
support community



LUKE'S HOUSE  
for BEHAVIORAL HEALTH

## Our Mission

*To provide accessible, compassionate, and professional behavioral health services that strengthen individuals, families, and the Eloy community.*

### Who We Serve

- ☛ Children & youth in need of counseling and support
- ☛ Adults seeking mental health care
- ☛ Veterans and their families
- ☛ Individuals managing stress, trauma, or life transitions
- ☛ Families who need guidance and supportive care

### Services Offered

- ☛ Outpatient counseling & therapy (individual, group, family)
- ☛ Mental health and wellness support
- ☛ Crisis prevention & intervention
- ☛ Case management & resource referrals
- ☛ Educational workshops on coping, wellness, and resilience

### Community Benefits

- ☛ Expands access to mental health services close to home
- ☛ Provides early intervention to prevent crises
- ☛ Creates local jobs for licensed professionals
- ☛ Strengthens community resilience through education
- ☛ Quiet, professional, office-like setting
- ☛ No inpatient or overnight stays – outpatient only.

### Clinic Information

- ☛ Proposed Location: 99 N E Street, Eloy, AZ 85131
- ☛ Hours: Weekdays, standard business hours (no late nights)
- ☛ Facility Type: Outpatient clinic – appointment-based, low traffic

*We are dedicated to being a good neighbor by ensuring a safe, welcoming, and respectful environment. Luke's House is here to support families, reduce barriers to care, and improve wellness across Eloy.*

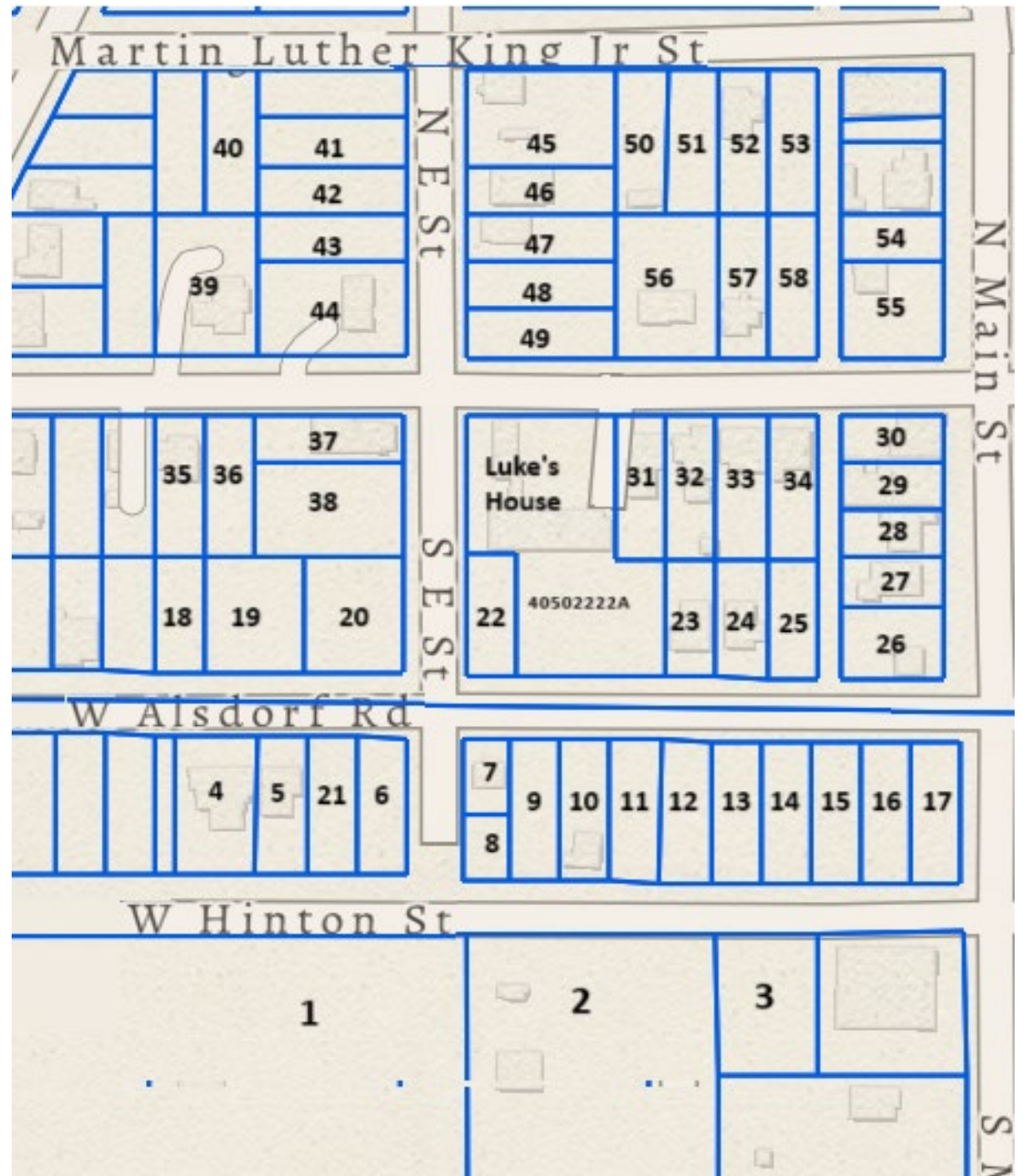


### Contact Us

Luke's House for Behavioral Health, PLLC  
708 N Sunshine Blvd., Eloy, AZ 85131  
<https://tinyurl.com/lukehouse-bh>  
[info@lukehouse-bh.com](mailto:info@lukehouse-bh.com)  
(520) 866-1532

## CITIZEN REVIEW MAP

- |                          |                          |
|--------------------------|--------------------------|
| 1. <b>APN 41107005B</b>  | 30. <b>APN 40502239A</b> |
| 2. <b>APN 411080100</b>  | 31. <b>APN 405022310</b> |
| 3. <b>APN 41108009E</b>  | 32. <b>APN 405022300</b> |
| 4. <b>APN 41108124A</b>  | 33. <b>APN 405022290</b> |
| 5. <b>APN 411081230</b>  | 34. <b>APN 405022280</b> |
| 6. <b>APN 411081210</b>  | 35. <b>APN 405021160</b> |
| 7. <b>APN 411081200</b>  | 36. <b>APN 405021150</b> |
| 8. <b>APN 411081190</b>  | 37. <b>APN 405021140</b> |
| 9. <b>APN 411081180</b>  | 38. <b>APN 405021130</b> |
| 10. <b>APN 411081170</b> | 39. <b>APN 40502138A</b> |
| 11. <b>APN 411081160</b> | 40. <b>APN 405021320</b> |
| 12. <b>APN 411081150</b> | 41. <b>APN 405021340</b> |
| 13. <b>APN 411081140</b> | 42. <b>APN 405021350</b> |
| 14. <b>APN 411081130</b> | 43. <b>APN 405021360</b> |
| 15. <b>APN 411081120</b> | 44. <b>APN 405021370</b> |
| 16. <b>APN 411081110</b> | 45. <b>APN 405022450</b> |
| 17. <b>APN 411081100</b> | 46. <b>APN 405022440</b> |
| 18. <b>APN 405021100</b> | 47. <b>APN 405022430</b> |
| 19. <b>APN 405021110</b> | 48. <b>APN 405022420</b> |
| 20. <b>APN 405021120</b> | 49. <b>APN 405022410</b> |
| 21. <b>APN 411081220</b> | 50. <b>APN 405022500</b> |
| 22. <b>APN 405022210</b> | 51. <b>APN 405022510</b> |
| 23. <b>APN 405022250</b> | 52. <b>APN 405022520</b> |
| 24. <b>APN 405022260</b> | 53. <b>APN 405022530</b> |
| 25. <b>APN 405022270</b> | 54. <b>APN 40502254A</b> |
| 26. <b>APN 40502236A</b> | 55. <b>APN 40502254B</b> |
| 27. <b>APN 405022370</b> | 56. <b>APN 40502246A</b> |
| 28. <b>APN 405022380</b> | 57. <b>APN 405022480</b> |
| 29. <b>APN 40502239B</b> | 58. <b>APN 405022490</b> |



**RESOLUTION NO.: 25-1635**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT, CASE NO. GPA2025-004: LUKE'S HOUSE FOR BEHAVIORAL HEALTH, TO CHANGE THE LAND USE MAP FROM PUBLIC / INSTITUTIONAL AND MEDIUM DENSITY RESIDENTIAL TO NEIGHBORHOOD COMMERCIAL ON APPROXIMATELY 1.0 ACRE LOCATED AT 99 NORTH E STREET.**

**WHEREAS**, the City Council, through its members and staff, has solicited and encouraged public participation in the consideration of the minor General Plan amendment, consulted and advised with public officials and agencies as required by Arizona Revised Statutes Section 9-461.06, transmitted to the City Council and submitted a review copy of the general plan amendment proposal to each agency required by ARS Section 9-461.06 and all persons or entities who made a written request to receive a review copy of the proposal, and considered comments concerning the proposed amendment and alternatives;

**WHEREAS**, the Planning and Zoning Commission held a public hearing on October 15, 2025, concerning the Minor General Plan Amendment; and

**WHEREAS**, Upon considering the Issues for Consideration for a General Plan Amendment and the criteria of the Amendment Guidelines specified in the General Plan, the Planning and Zoning Commission has made findings in conformance with the following guideline criteria in its recommendation for approval, and the City Council also finds:

1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.
2. That the amendment constitutes an overall improvement to the General Plan and will benefit the City in general.
3. The amendment will not adversely impact any portion of the community, by:
  - Creating incompatible land use patterns;
  - Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City;
  - Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant, or
  - Adversely affecting the livability of an area or the health and safety of existing residents.
4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.

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

Section 1. The City Council hereby amends the Eloy General Plan's Land Use Map for an approximately 1.0-acre site located at 99 North E Street from the Public / Institutional and Medium Density Residential to Neighborhood Commercial land use designation.

Section 2. The above amendment is described in Case No. GPA2025-004, and depicted on Exhibit "1", attached hereto and incorporated by this reference.

**PASSED AND ADOPTED** by the City Council of the City of Eloy, Arizona, on October 27, 2028.

**APPROVED:**

---

Andrew Sutton, Mayor

**ATTEST:**

---

Celine Kidwell, City Clerk

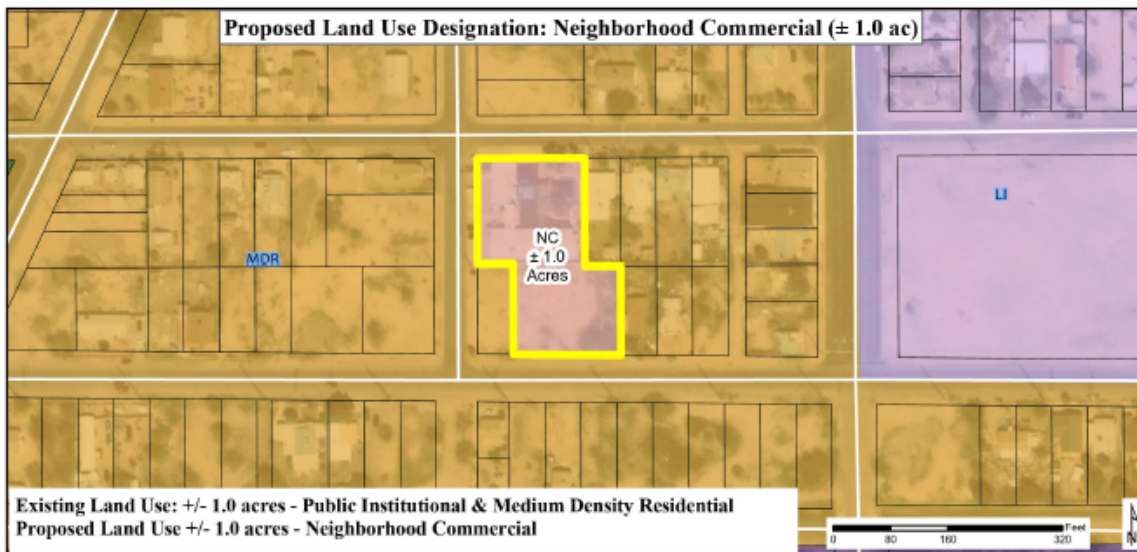
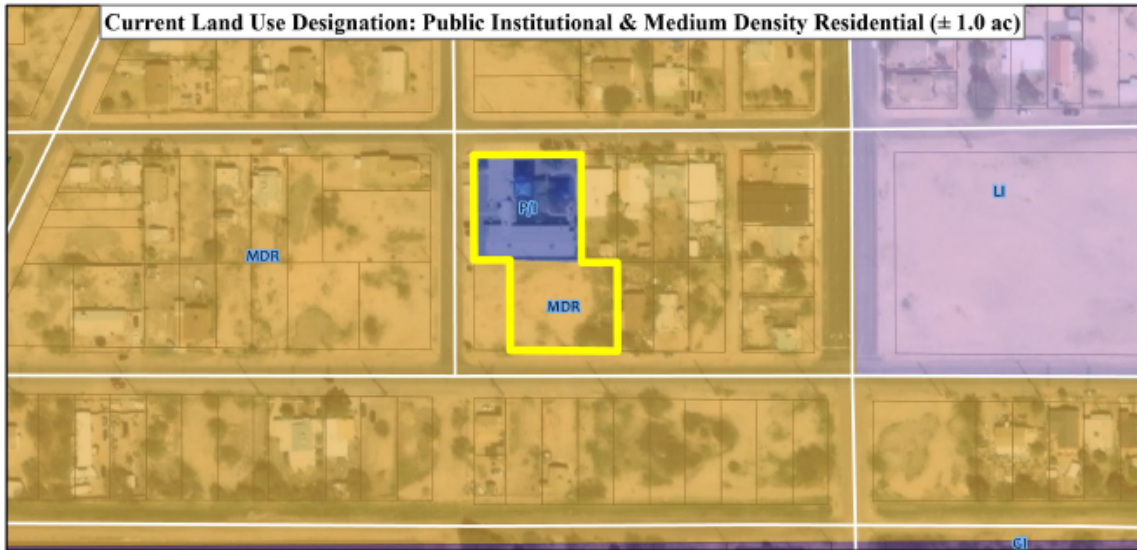
**APPROVED AS TO FORM:**

---

Stephen Cooper, City Attorney



## Exhibit 1 Location and Land Use Map



### Luke's House for Behavioral Health PLLC General Plan Amendment Exhibit - Case No: GPA2025-004

#### Land Use

##### Residential

- Estate Density Residential (0.2 - 1.0 du/ac)
- Low Density Residential (1.0 - 3.0 du/ac)
- Medium Density Residential (3.0 - 6.0 du/ac)
- Med-High Density Residential (6.0 - 12 du/ac)
- High Density Residential (10 - 24 du/ac)

##### Commercial

- Neighborhood Commercial

##### Community Commercial

- Industrial
- Light Industrial
- General Industrial
- Other
- Parks/Open Space
- Mixed Use
- Public/Institutional

Disclaimer: This map is for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Elroy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.





**ORDINANCE NO.: 25-995**

**AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING CASE NO. RZ2025-001: LUKE'S HOUSE FOR BEHAVIORAL HEALTH, AN AMENDMENT TO THE ZONING MAP (REZONE) TO REZONE FROM MULTIPLE FAMILY RESIDENTIAL (R-3) TO NEIGHBORHOOD COMMERCIAL (NC) ON APPROXIMATELY 0.5 ACRES OF LAND LOCATED AT 99 NORTH E STREET; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The Luke's House for Behavioral Health, PLLC, c/o Sonnette Cherry Federico, Applicant, on behalf of the property owner, has applied for an Amendment to the Zoning Map (Rezone) to rezone from Multiple Family Residential (R-3) to Neighborhood Commercial (NC) on approximately 0.5 acres of land at 99 North E Street, as delineated in Exhibit 1; and

**WHEREAS**, the designation of the subject parcels on the Eloy General Plan Land Use Map is compatible with the proposed zoning; and

**WHEREAS**, the property owners located within three hundred (300) feet of the proposed rezoning were notified of this rezoning application by certified mail of a Public Hearing conducted by the Eloy Planning and Zoning Commission; and

**WHEREAS**, a "Public Hearing," as required by ARS §9-462.04 and Section 21-6-2.6 of the Eloy Zoning Ordinance, was held at a regular meeting of the Eloy Planning and Zoning Commission on October 16, 2025, to hear from persons for, or against, the proposed rezoning; and

**WHEREAS**, notice for this Public Hearing was given at least 15 days and not more than 30 days before the public hearing by publication of the notice in the Pinal Central and posting at the official City posting locations; and,

**WHEREAS**, the Planning and Zoning Commission has recommended approval of the rezoning as requested by Luke's House for Behavioral Health, PLLC, c/o Sonnette Cherry Federico, the Applicant, on behalf of the property owner.

**WHEREAS**, the City Council has considered the probable impact of Ordinance No 25-995 on the cost to construct housing for sale or rent; and

**WHEREAS**, the City Council held a public meeting on October 27, 2025, concerning the proposed rezoning, and after considering the Issues for Consideration for an Amendment to the Zoning Map (Rezone), find the application is substantially consistent with the General Plan of the City of Eloy.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:**

**SECTION I. REZONING.** That the Mayor and City Council of the City of Eloy, Arizona, hereby approve the Amendment to the Zoning Map (Rezone) on approximately 0.5 acres of land, Case No. RZ2025-001: Luke's House for Behavioral Health, on the site is located 99 North E Street, as delineated in Exhibit 1.

**SECTION II. SEVERABILITY.** If any section, subdivision, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of the Ordinance or parts thereof.

**SECTION III. EFFECTIVE DATE.** This Ordinance shall become effective as provided by law on 27<sup>th</sup> day of November 2025.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Eloy, Arizona, on this 27<sup>th</sup> day of October 2025.

BY:

\_\_\_\_\_  
Andrew Sutton, Mayor

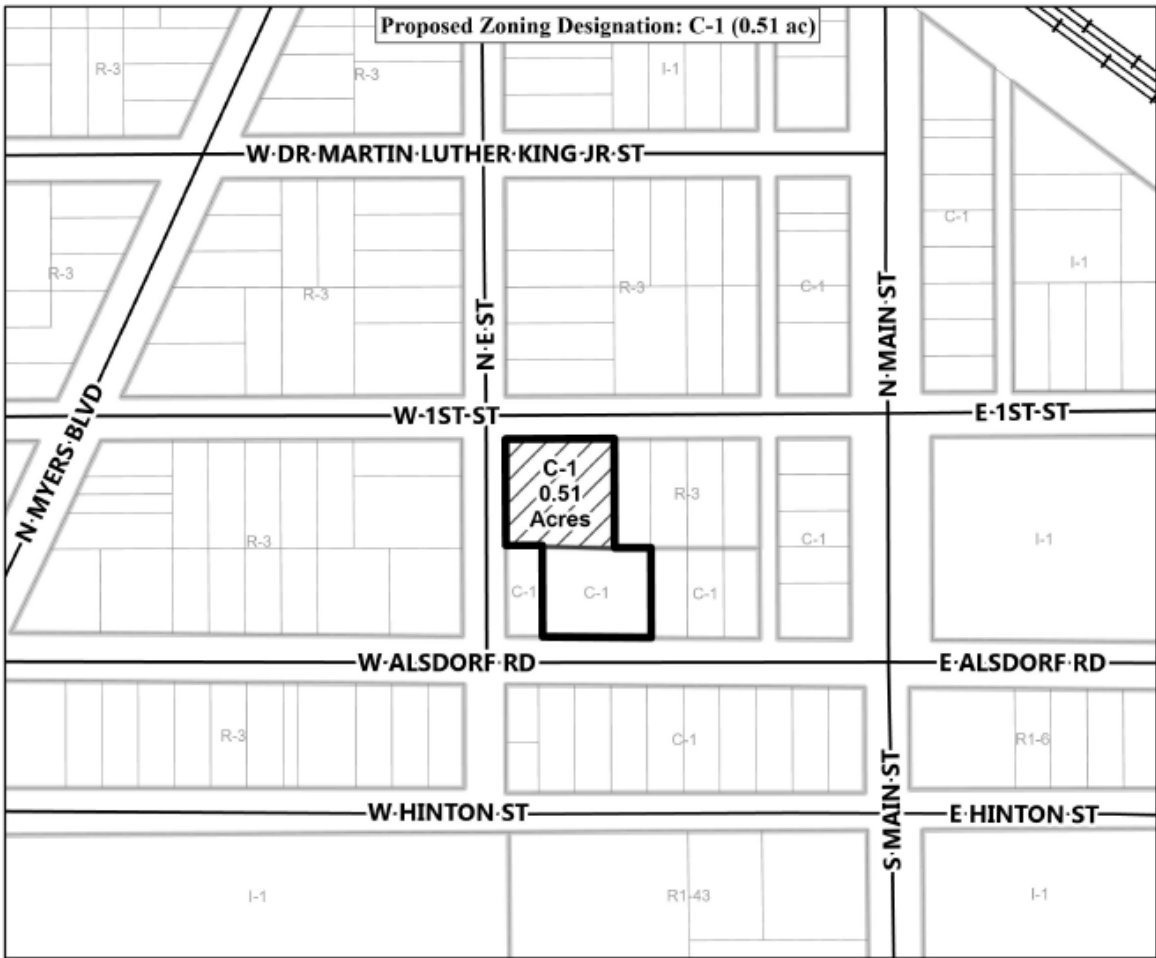
ATTEST:

\_\_\_\_\_  
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

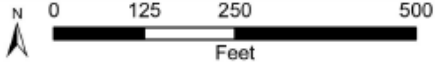
\_\_\_\_\_  
Stephen R. Cooper, City Attorney

Exhibit 1,  
Location Map and Proposed Rezoning

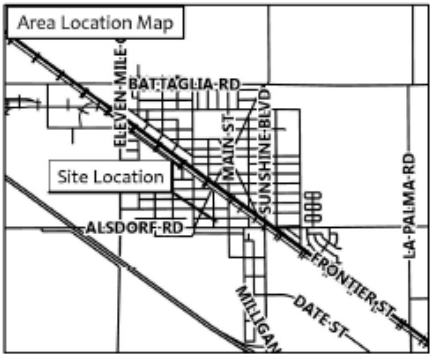


Luke's House for Behavioral Health  
Rezoning Exhibit - Case No: RZ2025-001

Existing Zoning: +/- 0.51 acres R-3  
Proposed Zoning: +/- 0.51 acres C-1



| Legend |                              |
|--------|------------------------------|
|        | Proposed Zoning              |
|        | Existing Zoning Designations |



| Single Family   |                                             | Commercial |                         |
|-----------------|---------------------------------------------|------------|-------------------------|
| RR-20           | Rural Residential (20 acres/du)             | C-1        | Neighborhood Commercial |
| RR-5            | Rural Residential (5 acres/du)              | C-2        | General Commercial      |
| RR-2.5          | Rural Residential (2.5 acres/du)            | MU         | Mixed Use               |
| R1-54           | Estate Residential (1.25 acres/du)          | Industrial |                         |
| R1-43           | Estate Residential (43,560 sq. ft.)         | BP         | Business Park           |
| R1-12           | Single Family Residential (12,000 sq. ft.)  | I-1        | Light Industrial        |
| R1-6            | Single Family Residential (6,000 sq. ft.)   | I-2        | General Industrial      |
| Multi-Family    |                                             | Open Space |                         |
| R-2             | Small Lot Residential (6-10 du/acre)        | OSC        | Open Space Conservation |
| R-3             | Multiple Family Residential (10-24 du/acre) | OSR        | Open Space Recreational |
| Public Facility |                                             |            |                         |
| PF              | Public Facility                             |            |                         |

Disclaimer: This map is for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.

**RESOLUTION NO.: 25-1636**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING CASE NO. CUP2025-007: LUKE'S HOUSE FOR BEHAVIORAL HEALTH, A CONDITIONAL USE PERMIT TO ALLOW A HEALTHCARE/MEDICAL FACILITY OR CLINIC ON THE PROPERTY LOCATED AT 99 NORTH E STREET, ELOY, ARIZONA, AND CONSISTING OF APPROXIMATELY 0.5 ACRES; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, The Luke's House for Behavioral Health, PLLC, c/o Sonnette Cherry Federico, Applicant, on behalf of the property owner, has applied for a Conditional Use Permit, Case No. CUP2025-007: Luke's House for Behavioral Health, to allow a Healthcare/Medical Facility or Clinic on site that consists of approximately 0.5 acres located at 99 North E Street, Eloy, Arizona, as delineated in Exhibit 1; and

**WHEREAS**, the Eloy Planning and Zoning Commission held a public hearing on October 15, 2025; and

**WHEREAS**, Upon considering the Required Findings criteria, the Planning and Zoning Commission has made the finding that the criteria have been met, and unanimously recommended that the Conditional Use Permit be forwarded to the Eloy City Council with the Commission's recommendation for approval; and

**WHEREAS**, the Eloy City Council held a public meeting on October 27<sup>th</sup>, 2025;

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

Section 1. That the Eloy City Council finds:

- a. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or the public in general;
- b. The proposed use conforms with the purposes, intent, and policies of the adopted Eloy General Plan and its policies and any applicable area, neighborhood, or other plan officially adopted by the City Council;
- c. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and
- d. The proposed conditional use conforms to the neighborhood's character, within the same zoning district, in which it is located; determining such considerations included the location, type and height of the buildings or structures and the type and extent of landscaping and screening on the site.

- e. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.
- f. Adequate measures shall provide ingress and egress so designed as to minimize traffic hazards and traffic congestion on the public roads.
- g. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- h. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminishes or impair the property values within the neighborhood.
- i. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

Section 2. That a description of the Conditional Use Permit is set forth in Case No. CUP2025-007. The property that is subject to the Conditional Use Permit is shown on **Exhibit 1**, and the Conditional Use Permit approval is conditioned upon compliance with Chapter 21-Zoning of the Eloy Code; all exhibits are incorporated herein by reference.

Section 3. Effective Date. This Resolution shall become effective as provided by law on 27<sup>th</sup> day of November 2025.

**PASSED AND ADOPTED** by the City Council of the City of Eloy, Arizona, on October 27<sup>th</sup>, 2025.

**APPROVED:**

---

Mayor Andrew Sutton

**ATTEST:**

---

Celine Kidwell, City Clerk

**APPROVED AS TO FORM:**

---

Stephen Cooper, City Attorney



**Exhibit 1**  
**Location Map**



# CITY OF ELOY

## REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.M.**

Date: **10/27/2025**

**Date submitted:**  
10/22/2025

**Action:** Formal

**Subject: Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 15 Special Event License to the Exceptional Community Hospital for the Exceptional Community Hospital Ribbon Cutting Reception, October 30, 2025.**

**Date requested:**  
10/27/2025

**TO:** Mayor and City Council

**FROM:**

### **RECOMMENDATION:**

Staff recommends that Council forward a favorable recommendation to the ADLLC for Issuance of a Series 15 special event liquor license to the Exceptional Community Hospital

### **DISCUSSION:**

AnneMarie Knorr, Director of AZ Marketing & Government Affairs for Exceptional Community Hospital, is requesting a favorable recommendation from the City Council to the ADLLC for issuance of a Series 15 special event liquor license for their Ribbon Cutting Reception. The event will be held on October 30, 2025, from 5:00 p.m. to 7:00 p.m., in the Community Room at City Hall. The special event liquor license would permit Exceptional Community Hospital to serve beer and wine to individuals who are of legal age at the event. All alcohol served at the event must be consumed on-site. The Hospital will have a licensed vendor, Chris Spear, License #012110011709, present to ensure Arizona liquor laws are adhered to and IDs are checked when needed.

A special event liquor license is a temporary, non-transferable license. Alcohol can only be served for the period authorized on the license. The license is automatically terminated upon closing of the last day of the event or the expiration of the license, whichever occurs first.

### **FISCAL IMPACT:**

There is no fiscal impact to the City.

**Approved as to Form:**

A handwritten signature in blue ink, reading "Stephen R. Cooper". The signature is fluid and cursive, with the first name "Stephen" and last name "Cooper" clearly legible. The middle initial "R." is smaller and less distinct. The signature is positioned above a solid black horizontal line.

Stephen R. Cooper, City Attorney



Arizona Department of Liquor Licenses and Control  
<https://www.azliquor.gov>  
(602) 542-5141

**DLLC USE ONLY**

|                |
|----------------|
| Job #:         |
| Date Accepted: |
| LC:            |
| License #:     |

## **SPECIAL EVENT LICENSE**

**APPLICATION FEE \$25.00 PER DAY**

**MUST** be submitted to the Department of Liquor **10 days prior** to the event.

### SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Exceptional Community Hospital

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

#### **LOCAL GOVERNING BODY**

|                      |           |                                   |                                      |
|----------------------|-----------|-----------------------------------|--------------------------------------|
| Date Received: _____ |           |                                   |                                      |
| I, _____             | _____     | <input type="checkbox"/> APPROVAL | <input type="checkbox"/> DISAPPROVAL |
| Government Official  | Title     |                                   |                                      |
| On behalf of _____   | _____     | _____                             | _____                                |
| City, Town, County   | Signature |                                   | Date                                 |

### SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

☐ Yes ☒ No

If yes, **MUST** attach a letter of explanation/permission from the licensed location and choose **ONE** option below.

Name of Licensed Location \_\_\_\_\_ Liquor License Number \_\_\_\_\_

- ☐ Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement.
- ☐ Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee.
- ☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event.
- ☐ Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.)
- ☐ Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will be permitted to conduct all normal sales and service of alcohol.



### SECTION 3

Applicant **MUST** be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: AnnaMarie Knorr  
Last First Middle
2. Applicant's mailing address: 340 E. Milligan Rd Eloy, AZ 85131  
Street City State Zip
3. Applicants home/cell phone: 602-451-0658 Non-profit organization phone: same
4. Applicant's email address: annamarie.knorr@ehc24.com
5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?  
☐ Yes (If yes, attach letter of explanation) ☒ No
6. Name of non-profit organization: Exceptional Community Hospital
7. Non-Profit/IRS Tax Exempt Number: 93-3025713 Arizona Corporation Commission File #: 9433317  
Required Required
8. If Out Of State, specify State (Attach letter of good standing): \_\_\_\_\_
9. Special Event Name: Exceptional Community Hospital Ribbon Cutting
10. Event Location Name: Eloy City Hall Community Room
11. Event Address: 595 C St Suite 101, Eloy, AZ 85131

### SECTION 4

**Must list type of security and control measures will you take to prevent violations of liquor laws at this event.**

\_\_\_\_\_ Number of Police 2 \_\_\_\_\_ Number of Security Personnel ☐ Fencing ☐ Barriers

**Must** explain security measures: RSVP required, security will enforce at the door

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?  
Check **one** of the following boxes. (R-19-318)

☒ On-site consumption

☐ Off-site (auction/wine/distilled spirits pull)

☐ Both

2. How many special event days have already been issued to this organization during the current year? 0

Licensed location diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

**Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and positions of security personnel.**



**NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.**

## SECTION 5

**Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.**

| DAYS   | DATE       | DAY OF WEEK | EVENT START<br>TIME AM/PM | EVENT END<br>TIME AM/PM |
|--------|------------|-------------|---------------------------|-------------------------|
| DAY 1  | 10/30/2025 | Thursday    | 5pm                       | 7pm                     |
| DAY 2  |            |             |                           |                         |
| DAY 3  |            |             |                           |                         |
| DAY 4  |            |             |                           |                         |
| DAY 5  |            |             |                           |                         |
| DAY 6  |            |             |                           |                         |
| DAY 7  |            |             |                           |                         |
| DAY 8  |            |             |                           |                         |
| DAY 9  |            |             |                           |                         |
| DAY 10 |            |             |                           |                         |

## SECTION 6

3. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

☐ Yes ☒ No If yes, please provide the Name of the Special Event Contractor: \_\_\_\_\_

Special Event Contractor Signature: \_\_\_\_\_

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol?  
(Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be a special event contractor)

☒ Yes ☐ No if yes, Name of Licensee: Chris Spear Liquor License #: 012110011709

1. List the name of the Organization/individual that will receive revenues:

**MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.**

2. Name: City of Eloy Percentage: 25%

Address: 595 C St Suite 101, Eloy, AZ 85131

Street City State Zip  
Name: Roots Eatery Percentage: 75%

Address: 20024 N John Wayne Pkwy #104 Maricopa, AZ 85138

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

### **Declaration:**

I, (Print Name) AnnaMarie Knorr, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

Signature: \_\_\_\_\_





# **CITY OF ELOY**

## **REQUEST FOR COMMISSION ACTION**

**Agenda Item: VIII.A.**

**Date: 10/27/2025**

---

**Date submitted:**  
10/16/2025

---

**Action:** Formal

**Date requested:**  
10/27/2025

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**Subject:** Conduct a public hearing for a Conditional Use Permit for a Solar Utility–Scale Generation and Battery Energy Storage System facility, to be located on an approximately 80-acre site, approximately 800 feet south of the southwest corner of West Milligan Road and South Toltec Road, submitted by Poblano Solar, LLC (Longroad Energy), c/o Alyssa Menzel, as the applicant, and consider:

1. The approval of the applicant's companion request to exceed the cumulative acreage maximum (11,748.82 acres) for utility-scale solar generation, including associated BESS uses allowed in the City; and
2. The adoption of Resolution No. 25-1637: Case No. CUP2025-006: Poblano Expansion Solar Project,

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**TO:** Planning and Zoning Commission

**FROM:** Dan Symer

**RECOMMENDATION:**

The staff recommends that the City Council find that the Conditional Use Permit criteria have been met only if the City Council separately approves the applicant's request to exceed the cumulative acreage maximum allowed for Solar Utility Scale Generation and Battery Energy Storage System facilities within the city (hereafter, the "Cumulative Allowed Area"), and that the City Council approve the Conditional Use Permit application. Conversely, if the City Council does not approve the request to exceed the Cumulative Allowed Area, staff recommends that the City Council find that the Conditional Use Permit

criteria have not been met, as the conditions, requirements, and standards of the Eloy Zoning Ordinance (i.e., "this chapter") have not been satisfied, and deny the Conditional Use Permit application.

## **DISCUSSION:**

### **Request:**

The applicant, Poblano Solar, LLC (Longroad Energy) c/o Alyssa Menzel on behalf of the property owners, has submitted:

1. A request to exceed the cumulative acreage maximum (11,748.82 acres) for a utility-scale solar generation, including associated BESS uses allowed in the City; and
2. An application for a Conditional Use Permit (CUP) to allow a Conditional Use Permit to allow a Solar, Utility Scale Generation and Battery Energy Storage System Facilities use, on approximately 80 acres of land located on the south side of West Milligan Road, approximately 800 feet south of the southwest corner of West Milligan Road and South Toltec Road and zoned Estate Residential (R1-43). The applicant is also requesting a 5-year period to utilize the Conditional Use Permit.

### **Context**

The site is primarily surrounded by vacant land. The General Plan land use map designations adjacent to the site are Medium Density Residential and Parks/Open space. The surrounding properties are zoned Estate Residential (R1-43) and Single Family Residential (R1-43) and Open Space Recreational (OSR) with the Planned Area Development Overlay (PAD).

### **Background**

On March 24, 2025, the City Council approved the applicant's adjacent Amendment to the Zoning Map (Rezone) application on the north side of W Milligan Rd for the approximately 938-acre Poblano Solar facility to add the Utility Scale Generation and Battery Energy Storage System Facilities (hereafter, "Utility-Scale Solar") as an allowed use. As a Condition of Approval, the applicant agreed, and the City Council approved, a setback from the adjacent residential use that effectively removed 53 acres from being used for utility-scale solar.

### **Maximum cumulative acreage for a utility-scale solar generation, including associated BESS**

As it pertains to the maximum cumulative acreage for a utility-scale solar generation, including associated BESS use (hereafter, the "Maximum Area") allowed in the city, in accordance with the Zoning Ordinance, is 11,744 acres, or the greater amount equal to 16% of the total incorporated area. Based on the most recent annexation (Case No. 2025-001) approved by the City Council, the Maximum Area allowed in the City without

an exception is 11,748.82 acres, and the total approved area in the City is 11,849.37 acres. If the City Council approves the applicant's exception request, the Maximum Area approved would be 11,929.52.

### **Conditional Use Permit Criteria**

Conditional Use Permits, which may be revocable, conditional, or valid for a specified time period, may be granted only when expressly allowed after the Planning and Zoning Commission has made a recommendation and City Council has found as follows (Staff's analysis of the consideration is included in bold italic text, and the applicant's analysis is included in their narrative, attached):

A. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

- ***The proposed Utility Scale Solar facility is not anticipated to be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general. Also, the developer will be required to provide a minimum of a 25,000-gallon onsite water tank to assist in providing fire protection and onsite firefighting service, unless the Eloy Fire District staff determines that the tank is not required.***

B. The proposed use conforms with the purposes, intent, and policies of the adopted Eloy General Plan and its policies and any applicable area, neighborhood, or other plan officially adopted by the City Council;

- ***The proposed Utility-Scale Solar facility use is consistent with specific goals and policies in the Eloy General Plan. In addition, as part of the Site Plan and permit application and approval processes, the developer will be required to demonstrate compliance with all applicable requirements.***

C. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and

- ***The application only conforms to the conditions, requirements, and standards of the Eloy Zoning Ordinance [i.e. "this chapter"] upon the City Council approving the applicant's separate request to exceed the Cumulative Allowed Area for a Utility-Scale Solar use. If the City Council does not approve the applicant's request to exceed the Cumulative Allowed Area, this application does not meet this criterion.***

E. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

- ***With the development of the proposed Utility-Scale Solar facility, the developer will be required to demonstrate conformance with all City of Eloy and the Eloy Fire District requirements, including providing street, utility, drainage, and fire protection improvements for the development.***

F. Adequate measures shall provide ingress and egress so designed as to minimize traffic hazards and traffic congestion on the public roads.

- ***The proposed Utility-Scale Solar facility access locations have been reviewed by City Engineering staff, and the locations are not anticipated to cause a traffic hazard or traffic congestion on the abutting public streets. To assist in reducing traffic hazards and congestion, Conditions of Approval have been incorporated requiring that the access gates to the facility be set back to a minimum of 50 feet right-of-way. The minimum 50 set back will allow vehicles to exit the roadways before being stopped so that the access gates into the facility may be open.***

G. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

- ***The proposed Utility-Scale Solar facility is not anticipated to produce noxious or offensive vibration, noise, odor, dust, smoke, or gas. The equipment cabinet will contain air conditioning units for cooling purposes, but the noise should be minimal and not have an impact on any adjacent properties.***

H. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminishes or impair the property values within the neighborhood.

- ***The proposed Utility-Scale Solar facility is not anticipated to be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already allowed, nor substantially diminish or impair the property values.***

I. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

- ***The proposed Utility-Scale Solar facility is not anticipated to impede the orderly development and improvement of surrounding property.***

### **Planning and Zoning Commission**

On October 15, 2025, with a vote of 5-2 (Commissioners Tolson and Lopez dissenting), the Planning and Zoning Commission recommended that the City Council approve Case No. CUP2025-006: Poblano Expansion Solar Project, finding the Conditional Use Permit Criteria will be met only upon the City Council separately approving the applicant's separate request to exceed the cumulative acreage maximum allowed for area of the for the Solar, Utility Scale Generation and Battery Energy Storage System Facilities use within the city and recommend to the City Council approve the application; and, If the City Council does not approve the request to exceed the cumulative acreage maximum allowed for area of the for the Solar, Utility Scale Generation and Battery Energy Storage System Facilities, to deny the application since the criteria conditions, requirements, and standards of the Eloy Zoning Ordinance will have been met and recommend that the City Council not approve the application. Commission Tolson summarized his dissension, with the statement that he had "...a concern that with continuing small acreage additions, we are creeping toward gutting the 16% maximum that was established at the time we adopted the Utility Scale Solar plan. Furthermore, each addition may be setting [a] precedent and weakening our ability to deny future requests for more of the same. Moreover, we haven't seen one panel installed out there yet, while we continue granting expansion of the projects. Other communities around us seem, for the most part, to have lost interest in further expansion after seeing the projects go in."

### **FISCAL IMPACT:**

There is no anticipated fiscal impact related to this application.



# **POBLANO EXPANSION SOLAR PROJECT**

## **Conditional Use Permit Application**

### **Project Narrative**

Prepared for  
**City of Eloy**  
**Planning & Zoning**



July 10, 2025

## INTRODUCTION

Bergin, Frakes, Smalley & Oberholtzer, PLLC, on behalf of Poblano Solar, LLC, is applying for a Conditional Use Permit (“CUP”) on approximately 80 acres of vacant privately owned vacant land (“Expansion Property”) located approximately two (2) miles south of Interstate 10 to expand the recently approved 938-acre Poblano Solar Project (“Poblano”) by permitting additional utility-scale solar generation and battery energy storage system facilities on contiguous land that connects the main body of the Poblano project to outparcels that are already part of the approved project. See Figure 1 below.

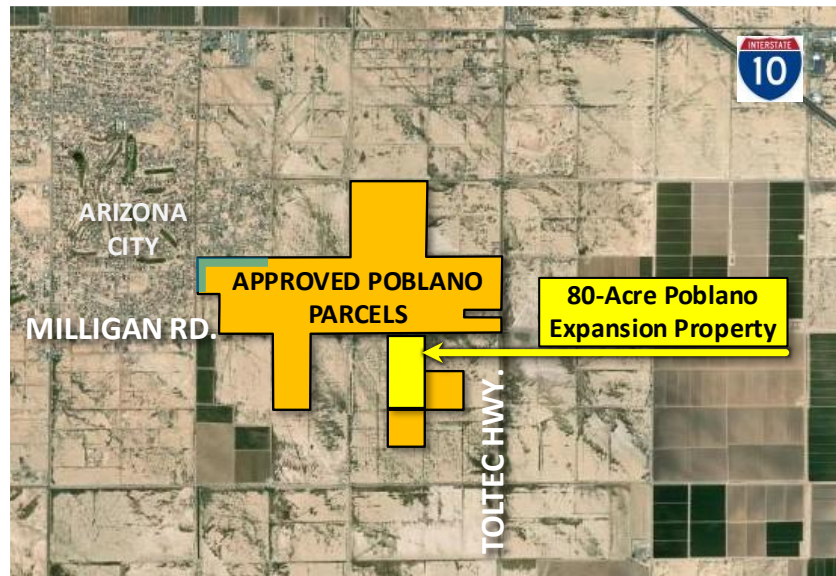


FIGURE 1. POBLANO EXPANSION AREA

Poblano Solar, LLC, a wholly-owned subsidiary of Longroad Energy Holdings, LLC, which is a Boston-based developer, owner and operator of renewable energy projects across the United States, and led by a team of industry veterans with a demonstrated track record of success. Longroad has developed or acquired 5.4 GW of renewable energy projects across the United States and is currently operating multiple solar projects in Arizona with enough generation either under construction or in operation to power over 500,000 homes in the State. They have identified the Expansion Property as appropriate for additional solar generation because of its proximity to utility infrastructure and general remoteness. More importantly, the Expansion Property connects already approved portions of the Poblano project to each other, providing benefits for access and efficiency of transmitting generated electricity to the project substation.

This narrative provides the City of Eloy with information on the proposed Poblano Expansion Solar Project (“Poblano Expansion Project” or “Project”).

**SITE LOCATION and CONTEXT**

The Project is located in Section 16 of Township 8 South, Range 7 East of Pinal County and is comprised of two privately-owned parcels totaling approximately 80 acres located approximately 2 miles south of Interstate-10 and approximately ½-mile west of Milligan Road and Toltec Hwy. A list of the Project parcels is shown in **Table 1** below.

| Assessor Parcel Number (APN) | Property Owner      | Acreage          |
|------------------------------|---------------------|------------------|
| 408-23-023                   | JVB Investments LLC | 40               |
| 408-23-026                   | Cason Tyler LLC     | 40               |
|                              |                     | Total = 80 acres |

TABLE 1: POBLANO SOLAR PROJECT PARCELS AND ACREAGE

**PROJECT DESCRIPTION / PROPOSED USE**

The proposed use is a photovoltaic (“PV”) solar energy facility, referred to in Section 21-3-1.39 of the City of Eloy Zoning Ordinance as Utility Scale Generation and Battery Energy Storage System (“Solar Ordinance”). The two parcels associated with this application do not include the use of battery energy storage. This Project adds 80 acres to the Poblano Solar Project, which was approved by Eloy City Council on March 24, 2025. The proposed addition is directly adjacent to the Poblano Solar Project. The original project includes two outparcels, which would be connected to the larger Poblano Solar Project by the Expansion Property to create a fully contiguous project area and increases the overall generation capacity and efficiency. The Poblano Solar Project and the Poblano Expansion Project (“Projects”) are expected to be built as one phase, for a combined capacity of up to 200 MW solar PV plus 200 MW Battery Energy Storage. The Projects would interconnect into the local electrical grid via a 230 kV generation interconnection transmission (“gen-tie”) line. Approval of the CUP would not create a new solar project in Eloy. Instead, it fills certain gaps in the currently approved Poblano project.

**REQUEST**

The two parcels within the Project area are both zoned R1-43 Estate Residential. Table 2.2-1 Table of Allowed Uses for Residential Districts of the Zoning Ordinance requires a Conditional Use Permit (“CUP”) for the proposed solar use in the R1-43 district. In addition to conformance with the City’s Solar Ordinance, projects requiring a CUP must also demonstrate conformance Section 21-6-7.4 of the Zoning Ordinance, which provides nine (9) criteria that are used the City when evaluating a CUP. These criteria and a brief statement of conformance for each are included in Appendix A of this narrative.

Another component to this request is to set an appropriate duration for the CUP. The Project construction and timing is dependent on interconnection studies and upgrades to be built as determined

by the interconnecting utility. This CUP application is the first step in preparing this Project site for development. The Applicant will develop the overall Project in response to market demand, and is in process of working with the local electric utilities to determine the Project's ability and schedule for interconnection to the grid, a process that can typically takes several years. The remainder of the project was approved by PAD amendment and does not have any time condition. Accordingly, to allow sufficient time for the appropriate utility-related studies and approvals and to better align with the perpetual duration of the zoning on the remainder of the Poblano Project, this application requests an extension of the typical code provision that deems CUPs null and void if not used within six (6) months of their approval to five (5) years to obtain a permit, plus additional extensions to be approved by City Council, if requested.

## **PROJECT PURPOSE / NEED**

The purpose of the Project is to make use of vacant private land to contribute to the power grid and the utility companies' efforts to satisfy significant increases and contribute to local job creation and economic benefits. The Expansion Property has remained vacant and has limited near-term development potential due to a lack of public services and limited transportation infrastructure. In addition, it is anticipated to be surrounded by solar projects with the approved Poblano project on multiple sides and an adjacent project to the east. The proposed 80-acre Poblano Expansion Project would put this land into productive use and fill an existing gap within the approved Poblano Project. Current economic growth in Pinal County and throughout the State is causing an increased infrastructure burden, with a particular emphasis on electricity needs at a time when coal plants are being phased out. This utility-scale solar generation project can help support these electrical power needs without creating a drain on other services, such as water or wastewater. The Poblano Expansion Project represents the highest and best use of this vacant land for the owner and the City.

A preliminary concept plan has been included as Appendix B of this narrative. The primary components of the Projects would be expected to include:

- Solar array field of PV modules mounted on a single-axis tracking system
- Electrical collection systems, including switchgear, power conversion stations, inverters, transformers, and collection lines
- Associated infrastructure including site perimeter fencing, internal access roads and access driveways / gates
- Meteorological stations
- Operations and maintenance building and associated equipment storage facilities
- Possible water storage tanks

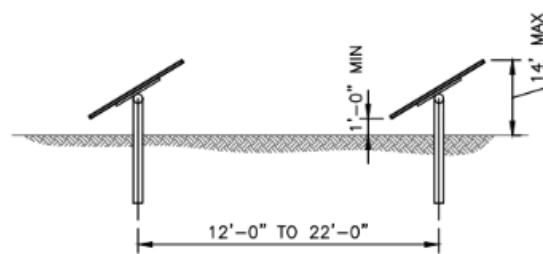
Each of the primary project components is described below; however, some of the components would be limited to the already approved portion of the Poblano project site. This expansion is expected to be developed primarily as a solar array field

## SOLAR ARRAY FIELD

The solar array field will consist of PV modules mounted on a single axis tracking rack system supported by driven posts, driven concrete piles, ground screws and/or concrete ballasts. The single-axis tracking system will rotate to follow the sun throughout the day and the panel rows will be oriented north – south and rotate east-to-west during the day. The rotation of the panels will be extremely slow, and essentially noiseless. The typical height of the photovoltaic modules, when mounted on the racks, will be approximately 8 feet and the maximum height at full rotation will be approximately 12 feet. Because of the site topography, flood control features, such as channels and basins, will be included in the design. The solar arrays will be fenced for security and access to each part of the solar site would be provided via gates. Additional secondary gates may be included in the final design for emergency site access, which may be connected to other portions of the larger project.



**SAMPLE SINGLE AXIS TRACKING SYSTEM DETAIL**



## ELECTRICAL COLLECTION SYSTEM

The panels will be organized into approximately 3-6 MW groups referred to as arrays. Near the center of each array will be a power conversion station (PCS) or its equivalent, consisting of one or more power inverters, one step-up transformer, cabling systems, and grounding systems. The PCS could be installed within prefabricated metal or pre-cast concrete enclosures or have no enclosures. The electrical equipment within the PCS prepares the solar power to be interconnected to the electrical grid. The inverters convert the low voltage direct current (DC) electricity generated by the panels to alternating current (AC) electricity. The step-up transformer then steps up the voltage of the AC electricity to medium voltage (34.5 kV). Once the voltage is stepped up to 34.5 kV, the electricity will be routed by underground or aboveground collection lines to the Project substation located on the Project site.

At the on-site substation, located on the larger, previously approved Poblano Solar Project, the generated electricity will be stepped up to transmission voltage of up to 230 kV and transmitted to the electrical grid via a gen-tie line. The exact location, schedule and cost for interconnection onto the grid will be determined by APS throughout the Project's interconnection studies.

## **OPERATIONS AND MAINTENANCE / LIGHTING**

The Project will operate year-round. Because the Project generates power during daylight hours, some maintenance may be performed during the night. Lighting and security could include motion-activated or infrared (IR) security lighting and cameras at the Project's perimeter, at O&M buildings, storage facilities, at substations, and at each power conversion station and photovoltaic combining switchgear. Lighting will be designed to provide the minimum illumination needed to achieve safety and security objectives and will be downward facing and shielded to focus illumination on the desired areas only.

PV solar energy generating facilities require a limited amount of maintenance. Maintenance activities include periodic inspections, cleaning PV modules, dust control, weed control, maintaining electrical collection system components, and maintaining on-site infrastructure.

The only maintenance activities requiring water are the periodic cleaning of PV modules and controlling dust. To allow the modules to function continuously through daylight hours, some maintenance, including some panel cleaning, if needed, may be performed at night. There will be no lighting in the solar field. When night-time maintenance activities are required, directed lighting would be used.

## **WATER USE**

The Project will use relatively small amounts of water during construction and operation. During construction, non-potable water will be used to facilitate soil compaction and as needed to control fugitive dust on exposed soils. This water would be obtained from local water sources. Potable water during construction would be brought on-site by construction personnel. Portable toilets will be used during construction.

During operation, the Project will use a small amount of water for the operations and maintenance building, occasional washing of the solar panels and could also make water available for fire suppression as needed. This water would also be provided by local sources and may be stored in water tanks as needed.

## **SAFETY SYSTEM**

The Project will incorporate safety systems for the solar project and the battery storage system that are required by code and the agencies having jurisdiction as appropriate. In addition to code compliant safety systems, it is important that key stakeholders, particularly the first responders, have a deep understanding of these safety systems and the associated technologies. As part of the Project, Longroad will engage with local first responders to offer formal and informal training opportunities and establishing a site-specific Emergency Response Plan.

## **EMPLOYMENT**

For the overall project, up to 300 construction workers would be employed during construction. During operations, up to 4 full-time workers are expected to be employed to maintain the Projects, with additional local contractors engaged to support on-site activities including module maintenance, vegetation management and other operations and maintenance activities.

## **PROJECT SCHEDULE**

Construction of the Project is expected to begin in 2027 or later. The exact schedule will be determined based on market demand, when necessary agreements are in place with applicable utilities.



## APPENDIX A: ZONING ORDINANCE SECTION 21-6-7.4 REQUIRED FINDINGS

The City Council may approve a conditional use permit as submitted or modified only upon making the following findings:

- A. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general;

The Expansion Property is in a generally undeveloped portion of Eloy and is not adjacent to existing residences. The Poblano project will meet the siting and performance criteria set forth in Eloy's Solar Ordinance.

- B. The proposed use conforms with the purposes, intent, and policies of the adopted Eloy General Plan and its policies and any applicable area, neighborhood, or other plan officially adopted by the City Council.

This Project does not require a rezoning or a General Plan Amendment; however, it is an expansion of the larger 938-acre Poblano project that received zoning approval by the City Council in March of this year. General Plan conformance was demonstrated through that application. The underlying General Plan land use designation for the Expansion Property is Medium Density Residential (3.0-6.0 du/ac). This CUP application maintains the existing permitted uses in the R1-43 zoning district and adds the Solar, Utility Scale Generation and Battery Energy Storage System Facilities, as an interim use consistent with the Solar Ordinance. Further, the proposed use is in alignment with, and complementary to the City's land use and economic goals as provided below.

Relevant General Plan Goals include:

*Land Use Element Goal 3.1.1.1: Provide a range of residential, employment and supportive land uses to encourage and maintain a sustainable community.*

*Land Use Element Goal 3.1.1.2: Maintain, update and create standards and guidelines to which developments should adhere in an effort to achieve a sustainable community.*

*Economic Prosperity Element Goal 3.10.1.4: Create a community with adequate infrastructure, utilities, community amenities and housing that will attract new businesses and residents.*

The Land Use Element goals above support land uses and standards that encourage, achieve, and maintain a sustainable community. The overall Poblano project will produce 200 MW of renewable energy to bolster the existing power grid. Arizona is ideal for solar development because of its 300+ days of sunshine, and the Expansion Property is well-suited for solar generation due to its close proximity to a utility interconnection point and to other proposed solar uses, such as the Tierra Del Sol, Eloy Acres, Sawtooth, and Cooley Eloy solar projects, in addition to the balance of the Poblano project.

The Economic Prosperity goal above encourages adequate infrastructure, utilities, community amenities and housing that will attract new businesses and residents. The Poblano Project is a large renewable energy project that will enhance the existing power grid to meet the electricity demands created by the type of industrial and high-tech manufacturing uses that have been driving recent job growth.

The Property is not located within any know area plans, nor is it in close proximity to any existing neighborhoods thereby reducing the potential for neighborhood concerns about the use.

- C. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and

The Poblano Expansion Project will comply with the City's Ordinance. It is possible that by the time this CUP requests reaches City Council, the overall acreage of utility scale solar energy generation facility within the City may have reached or exceeded the maximum set forth Section 21-3-1.39.B of the Zoning Ordinance. In that event, the applicant has included a request to exceed the acreage per Zoning Ordinance requirements, and that request is submitted under separate cover. In addition, the Zoning Ordinance typically requires CUPs to be used within six (6) months of approval. Here, the applicant is requesting a condition of approval extending that timeframe to five (5) years to obtain a permit, plus an allowance for additional extensions to be approved by City Council, if requested. In order to bring a utility scale solar project to market, the application must work with the local electric utilities to determine the Project's ability and schedule for interconnection to the grid, a process that can typically takes several years. The remainder of the project was approved by PAD amendment and does not have any time condition. The request for additional time is appropriate to allow for utility-related studies and approvals and to better align with the perpetual duration of the zoning on the remainder of the Poblano project.

Due to the prolonged review and project selection process by the utility provider that occurs after all local entitlements have been granted, this application does include a request to extend the expiration period of the CUP to twenty-four (24) months instead of the current six (6) months. This request appears to be a commonly supported request for other similar solar projects in the City.

- D. The proposed conditional use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall include the location, type and height of the buildings or structures and the type and extent of landscaping and screening on the site.

Table 2.2-1 Table of Allowed Uses for Residential Districts identifies this use as a Conditionally Permitted Use in the R1-43 zoning district and does not provide any district-specific development standards. Alternatively, the City's Solar Ordinance does apply, which includes locational criteria, acreage requirements, and development screening, landscaping, access, and decommissioning requirements. This Project is an expansion of the larger Poblano Solar Project and will be developed in conjunction with and consistent with the remainder of the project.

- E. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

Access to the Property will be provided by Milligan Road, which will be subject to improvement resulting from the development of this Project, consistent with the Solar Ordinance. Aside from transmission lines, there are not utility services in the area, which limits the overall development potential of the Expansion Property and surrounding area. Access to the Project will be gated for security and all service and fire access roads will be improved as required by the appropriate fire authorities.

- F. Adequate measures shall provide ingress and egress so designed as to minimize traffic hazards and traffic congestion on the public roads.

Upon completion, this Project will generate virtually no daily traffic. Construction is anticipated to last 18-24 months and generate approximately 300 jobs. Appropriate ingress and egress will be developed as needed.

- G. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

This utility scale solar project and battery storage is a low-impact use with panels limited to approximately 12' in height and with minimal noise, dust, vibration, and traffic. Solar projects are generally passive uses.

- H. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminishes or impair the property values within the neighborhood.

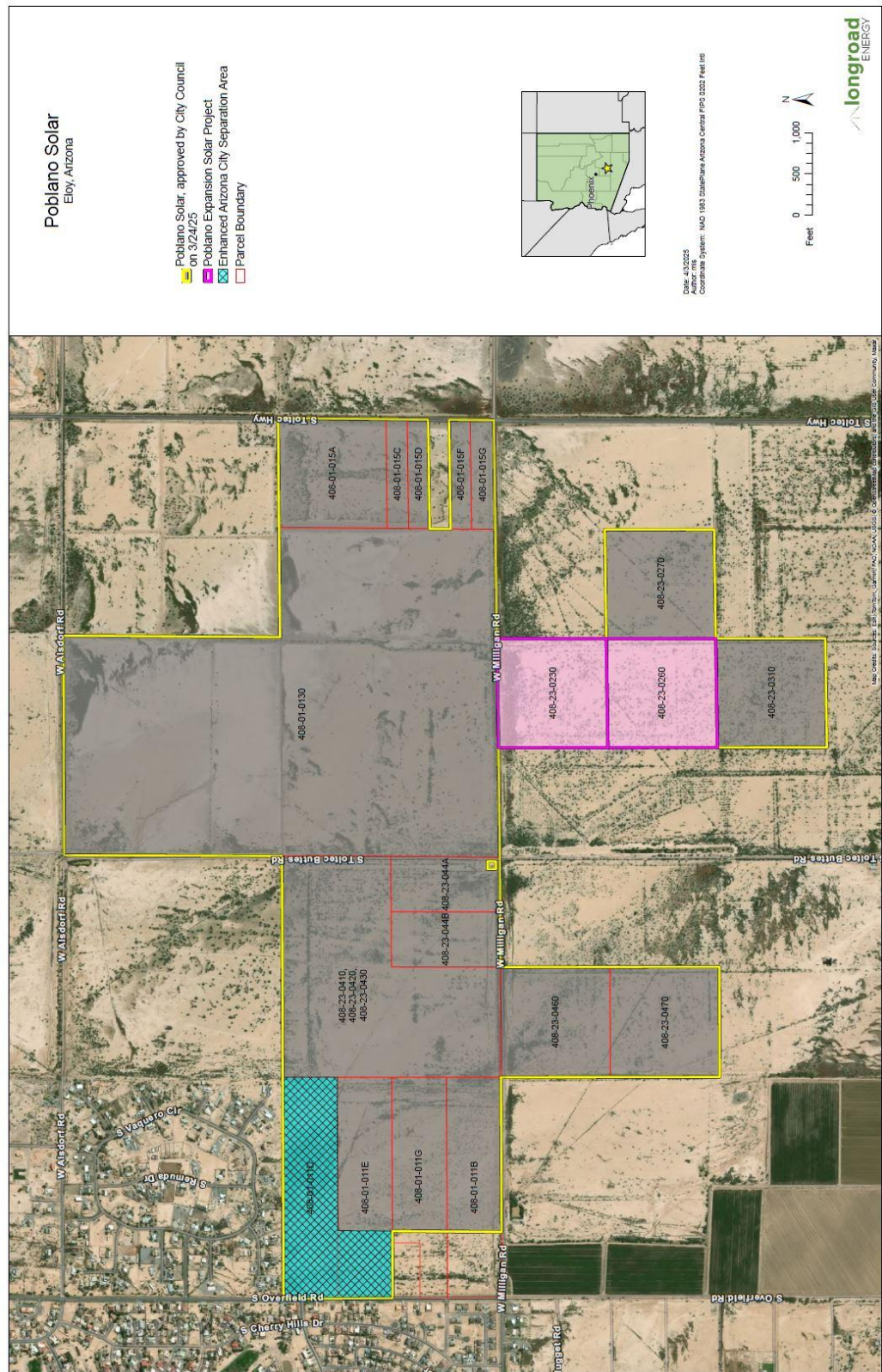
The Poblano Expansion Project will not negatively impact the surrounding area, which is primarily vacant land with much of it already approved for solar use. Like solar project generally, the Poblano project will have very low traffic, low building and structure heights, and will not strain water or wastewater resources. The Poblano Expansion Project will also require with the setbacks, screening, and other criteria set forth in Eloy's Solar Ordinance. The Poblano project may improve overall property values by making productive use of vacant land as well as the dedication and improvement of certain adjacent roadways consistent with the Solar Ordinance.

- I. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district. (Ord. 18-880, 7-23-2018)

This Project will not impede the ability for adjacent properties to develop in an orderly manner. Properties to the north, south, and east are part of the larger Poblano Solar Project and this

Property is an expansion of that project. The property to the west is vacant and shares the same R1-43 zoning that exists on this Property. All properties in the immediate area face similar development challenges with the general lack of infrastructure. By improving adjacent roads, as being required by the Solar Ordinance, the Projects may reduce the cost of future development. Further, the Solar Ordinance requires that the utility-scale solar generation use includes a decommissioning plan to place the property back in a state for future development after conclusion of the solar project.

APPENDIX B: SITE PLAN









# **Citizen Participation Report**

## **Longroad Poblano Expansion Conditional Use Permit**

**West of the Southwest Corner of Milligan Road & Toltec Hwy.**

### **Case Numbers**

**CUP2025-006 Poblano 80-Acre Expansion, CUP**

**October 2, 2025**

### **PREPARED BY:**

**Bergin, Frakes, Smalley & Oberholtzer PLLC**

**Contact: Adam Pruett**

**[apruett@bfsolaw.com](mailto:apruett@bfsolaw.com)**

**(602) 899-0318**

## **Introduction**

Section 21-6-2.5 of the Zoning Ordinance outlines the requirements for the Citizen Review Process component for all development applications. Included in these requirements is the provision of a detailed Citizen Participation Plan, which identifies the steps to be taken to ensure adequate notification is provided to the surrounding property owners. Section 21-6-2.5.C.2.b of Zoning Ordinance requires property owners within 300 feet of the property to be notified of the meeting by first class mail, and the property was posted in accordance with City requirements; however, to increase awareness, property owners within 1,000 feet of the application area were notified of the meeting.

A copy of the Citizen Participation Plan is included in this report.

## **Neighborhood Meeting Summary**

The required neighborhood meeting was held from 5:30pm to 6:30pm on September 9, 2025 in the Community Room at Eloy City Hall. For the applicant team, Andrew Yancey and Adam Pruett from Bergin, Frakes, Smalley & Oberholtzer and Alyssa Menzel from Longroad Energy were present for the entire meeting. City of Eloy Development Services Director, Dan Symer, and Councilwoman Galindo attended portions of the meeting. The meeting was held in an open house format where property owners could speak directly with members of the team and have specific questions answered.

No property owners or other members of the public attended the meeting.

There has been no stated or indicated opposition to the project during the meeting or via phone or email communication; therefore.

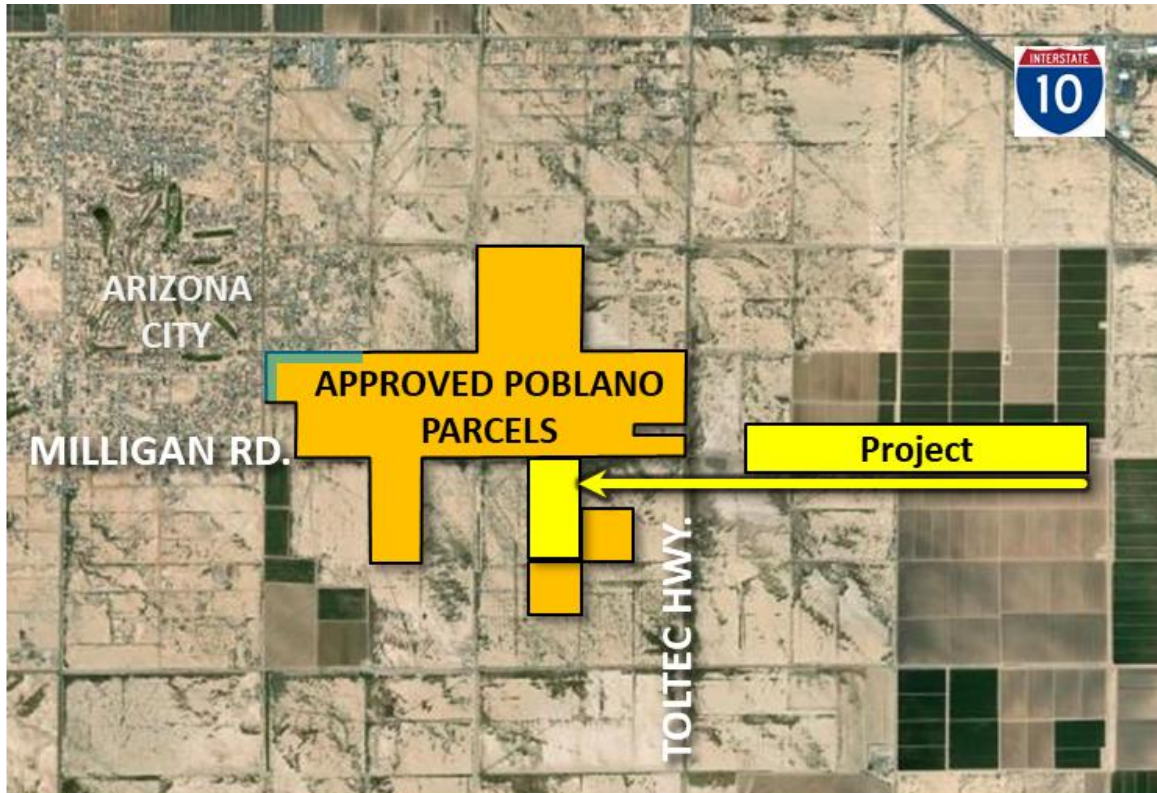
## **The following documents are attached as exhibits**

- Property Owners within 1000 feet
- Notification Radius Map
- Site Posting Affidavits
- Neighborhood Meeting Notices
- Neighborhood Meeting Presentations Boards (reduced)

# Poblano Solar CUP

## Citizen Participation Plan

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**Case No.** \_\_\_\_\_

**Location:** Section 16 of Township 8 South, Range 7 East of Pinal County

**APNs:** 408-23-023 and 408-23-026

**Zoning District:** R1-43

### **PREPARED BY:**

Bergin, Frakes, Smalley & Oberholtzer, PLLC

4343 East Camelback Road, Suite 210

Phoenix, AZ 85018

602-888-7855

Contact: Andrew Yancey

Email: [Ayancey@bfsolaw.com](mailto:Ayancey@bfsolaw.com)

This Citizen Participation Plan (“Plan”) is being implemented in conjunction with a request for a Conditional Use Permit (“CUP”) application to support the operations of a photovoltaic (PV) solar energy facility on approximately 80 acres of private land (“Project”). The Project is approximately two miles south of Interstate 10 Freeway and generally south of Milligan Road and west of Toltec Hwy (“Project Area”). The Project Area is currently vacant, zoned Estate Residential (R1-43, and is designated Medium Density Residential on the City’s General Plan. The CUP would allow for solar generation facilities to be built within the Project Area, supporting utility grid system operations in proximity to existing electrical transmission infrastructure (“Request”) and would connect portions of the previously approved 938-acre Poblano Solar Project that was the subject of two PAD Amendments – Eloy Valley and Picacho View I.

This Plan is meant to open the lines of communication between the property owners in the area surrounding the Property and to facilitate the meaningful inclusion of all interested parties in the development of the proposed Request.

### **I. Description of Community Involvement Area**

The Community Involvement Area will be defined by a 300-foot area around the boundaries of the Property (see **Exhibit A**, attached). The development team will notify the property owners, interested parties, and registered homeowner associations within this area and additional stakeholders as set forth below.

### **II. Parties Affected by the Application**

Attached to this Plan is a list of those property owners, interested parties identified by the City, and HOA representatives within the 300-foot boundary. The complete list within the boundary is attached as **Exhibit B**.

### **III. Notification and Information Procedures**

The required notification letters, site posting, and personal contact with neighborhood leaders and interested residents are the most appropriate notification techniques for this type of request. The development team is committed to ensuring that all interested citizens are advised of the proposed Request and understand all issues relevant thereto. Information will be made available in the following ways:

1. Letters will be sent to (a) all property owners and interested parties within 300 feet of the Property boundary, (b) any person who has submitted a request to the City to be notified, and (c) additional identified stakeholders not less than ten (10) calendar days of the scheduled neighborhood meeting. Included in the letter will be the date, time, and location of the meeting as well as a brief description of the Request and the applicant’s contact information. Recipients will be encouraged in the letter to call, email, or otherwise contact the applicant’s representatives or the City with any questions or concerns. A copy of the draft example letter is included as **Exhibit C**. Prior to the public hearing, the Applicant will provide the City mailing labels to send advanced notice of the hearing.

2. If the notification letter generates interest from the citizens, the development team will respond via email, phone, or meetings with those citizens to discuss their comments, feedback, issues, and questions.

3. For all contact made with citizens to discuss this Request a record of that contact will be sent to the City. This record will include names of those involved, time, date, place, and method of contact as well as the issues discussed.

4. A minimum of one Public Hearing Sign will be erected on the property in accordance with City placement, size, and content requirements. These signs will be posted in locations specified by the Community Development at least fifteen (15) days prior to the neighborhood meeting, stating the type of application requested; a general description of the proposed Request; the dates, times, and locations of public hearings; and the applicant's and City's contact information. The signs will be posted along the frontage of the parcel, so they are visible from the nearest public rights-of-way. The signs shall be a minimum of four feet by eight feet in size and will be maintained throughout the required posting period. A signed Affidavit of Posting along with photographic evidence shall be submitted to staff demonstrating proof of posting within two (2) business days following site posting. The posting shall be updated at least fifteen (15) days prior to the Planning and Zoning Commission hearing and City Council hearing, and the applicant shall provide staff with a completed Affidavit of Posting and photographic evidence each time. Within fourteen (14) days of the final hearing, the Applicant shall remove the sign.

#### **IV. Response Procedures**

Through the notification techniques described above, the public will be able to gain a full understanding of the proposed Request and will be able to contact the development team to voice their issues and concerns. The ways in which the public will be able to contact the development team include, but are not limited to, telephone, U.S. mail, personal contact, and/or email. The issues and concerns brought to the attention of the development team will be taken into consideration and further communication will be initiated by the development team to fully consider those comments and, wherever possible, integrate them into the application and proposal throughout the application process.

#### **V. Schedule for Completion**

1. In July 2025, this Plan will be submitted to Community Development Department staff with the official application. The development team will make appropriate changes according to staff's comments, if necessary.

2. The site will be posted 15 days prior to the neighborhood meeting and will be updated with information regarding the Planning and Zoning Commission hearing and City Council hearing dates. The Property will be posted according to the sign specifications of the City of Eloy Community Development Department. Notifications will be sent to identified stakeholders not less than 10 days prior to the neighborhood meeting.

3. As interested parties reply to the letters and signage, communication will be opened between those citizens and the development team to address all questions, concerns, and comments. At least one neighborhood meeting shall be held in a publicly accessible location near

the Project Area. The meeting will be held at least 15 days prior to the first public hearing. A meeting summary will be submitted to staff seven (7) days prior to the first public hearing. Additional meetings may be held with those who would like to further discuss the project. The results of those discussions and the feedback gained will be taken into consideration with the application. This will be an ongoing aspect of the Plan from first notification through public hearing.

4. Prior to notice of public hearing, a written report will be submitted detailing the results of the Plan. This report will include 1) the dates, times, and locations of all meetings initiated with stakeholders, 2) a description of the approximate number of people that participated in the public participation process, and where they are located in relation to the subject property, 3) a discussion of the results of the public participation process, including major issues and concerns identified by stakeholders and how the development team has and will address them, and 4) an appendix of information, including mailings, flyers, newsletters, handouts, and/or other pertinent materials that were used to help describe the public participation program.

## **VI. Status Procedure**

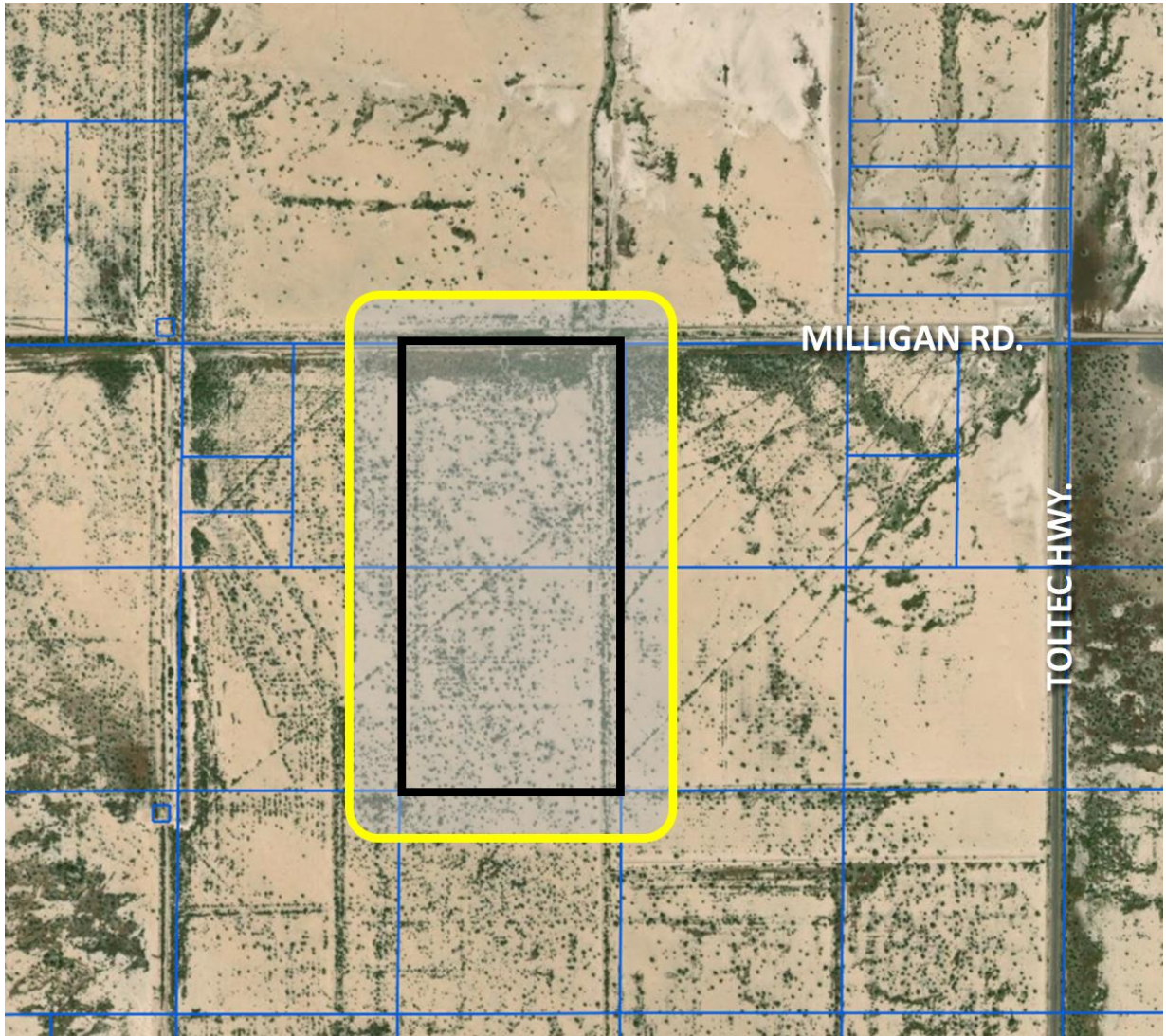
As a part of the application process, the development team will be in close communication with the Community Development Department and will provide updates to this Plan to ensure that they are fully apprised of the progress and inclusiveness of the public participation process. These updates will include the information (comments, questions, concerns, times, dates, and names) of all contact between the development team and the public. A final report summarizing the public involvement process will be submitted to the Community Development Department prior to the City providing official notice of public hearing according to the guidelines in the City of Eloy Zoning Ordinance.



## **Exhibit A**

### **Community Involvement Area**

### **Property Owners within 300' Buffer**



## **Exhibit B**

### **Property Owners and Interested Parties Labels**

GIBELI LLC  
2804 N 89TH ST  
MESA, AZ 85207

WANG HUI SHAN & REN FANG TRS  
3439 ASHBOURNE PL  
ROWLAND HEIGHTS, CA 91748

LEE YUE-CHIANG & CHEN CHIN-CHIH &  
LEE TAI-HSIUAN  
6 PADUA  
IRVINE, CA 92614

LINMARK LLC  
13125 N 75TH PL  
SCOTTSDALE, AZ, 85260

GM GABRYCH FAMILY LTD PSHIP  
16700 N THOMPSON PEAK PKWY STE 230  
SCOTTSDALE, AZ, 85260

SAIGANA LLCC  
2009 W TOMBSTONE TRL  
PHOENIX, AZ 85085

JVB INVESTMENTS LLC  
4601 S KACHINA DR  
TEMPE, AZ 85282

CASON TYLER LLC  
5080 N 40TH ST STE 205  
PHOENIX, AZ 85018

# **Neighborhood Meeting Notification**

**July \_\_, 2025**

## **SENT VIA U.S. MAIL**

Dear Neighbor,

This letter is to inform you that our office has filed an application for a Conditional Use Permit for an approximately 80-acre site located approximately 2 miles south of Interstate 10 generally south of Milligan Road and west of Toltec Hwy in the City of Eloy. **An in-person neighborhood meeting will be held on August \_\_, 2025 at 6:00 p.m. and will be held in the Community Room at the City of Eloy City Hall (595 C Street).** We invite you to attend our meeting to discuss this request.

**Request:** Conditional Use Permit to allow solar generation use on vacant land.

**Purpose:** The Project will allow solar energy generation in accordance with *Zoning Ordinance Section 21-3-1.39: Solar, Utility Scale Generation and Battery Energy Storage System Facilities*. This Project will serve as an extension of the recently approved 938-acre Poblano Solar Project.

**Location:** Approximately two miles south of Interstate 10 and generally south of Milligan Road and west of Toltec Hwy.

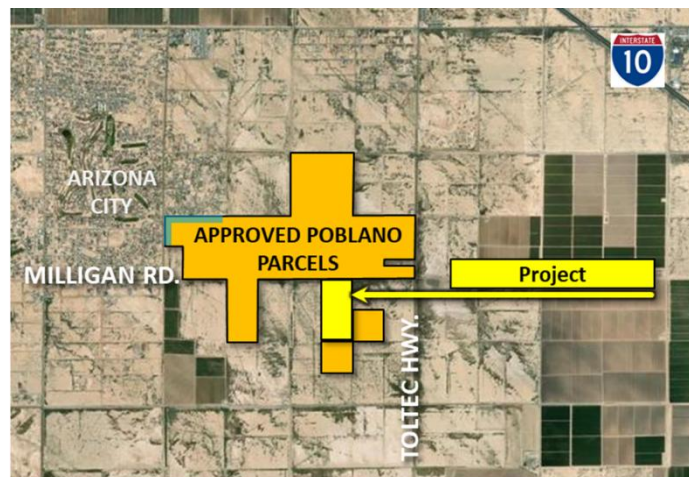
**Size:** Approximately 80 acres

**Applicant:** Andrew Yancey  
Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4343 East Camelback Road, Suite 210  
Phoenix, AZ 85018

**Phone:** 602-888-7855; Fax: 602-888-7856

**Email:** [Ayancey@bfsolaw.com](mailto:Ayancey@bfsolaw.com)

**Map of Area:**

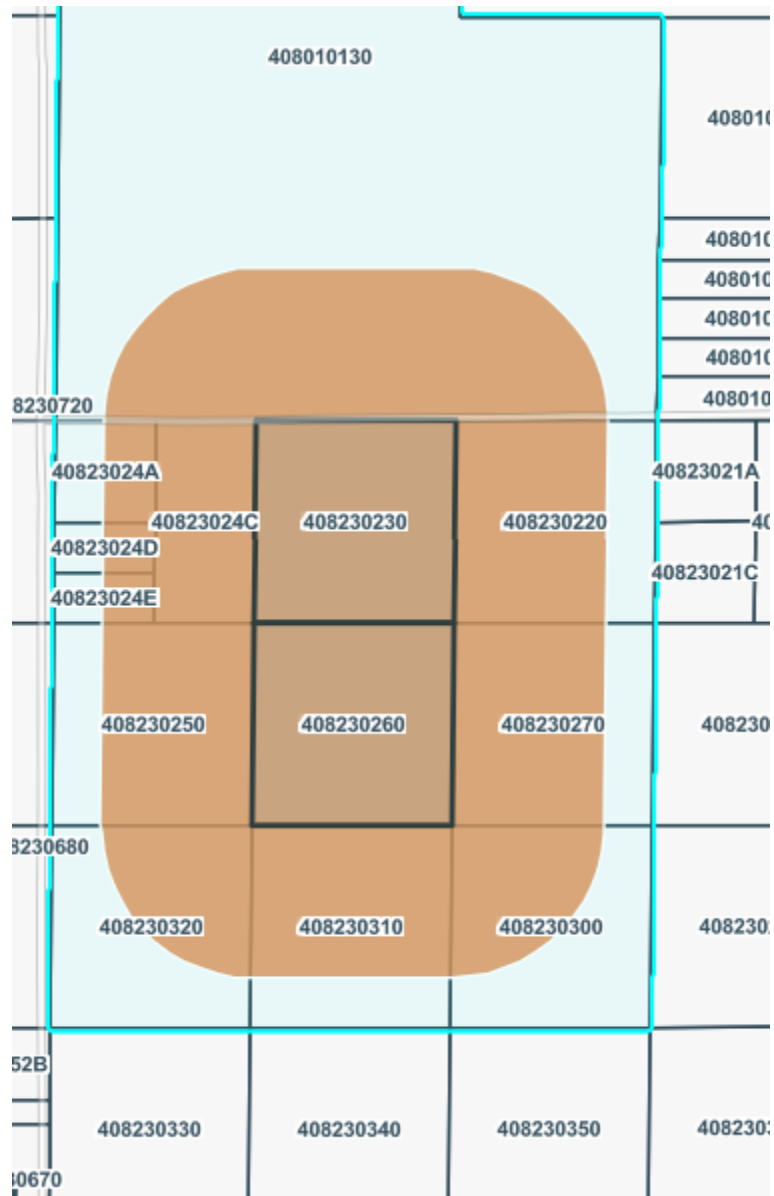


An application has been filed with the City of Eloy Community Development Department regarding the request above. This notice is being sent to you because you were listed as a party of interest within 300 feet of the site noted above. This notice is being sent to you to inform you of this application and to provide you with an opportunity to relay any questions, issues, or concerns regarding this application to the contract person listed in the top box of this page.

| <b>PARCEL ID</b> | <b>OWNER NAME</b>               | <b>STREET ADDRESS</b>              | <b>CITY, STATE, ZIP</b>         |
|------------------|---------------------------------|------------------------------------|---------------------------------|
| 408230320        | LEE YUE-CHIANG & CHEN CHIN-CHIH | 6 PADUA                            | IRVINE , CA 92614-4730          |
| 408230310        | LINMARK LLC                     | 13125 N 75TH PL                    | SCOTTSDALE , AZ 85260-8526      |
| 408230300        | GM GABRYCH FAMILY LTD PSHIP     | 16700 N THOMPSON PEAK PKWY STE 230 | SCOTTSDALE , AZ 85260-0238      |
| 408230250        | WANG HUI SHAN & REN FANG TRS    | 3439 ASHBOURNE PL                  | ROWLAND HEIGHTS , CA 91748-8518 |
| 408230260        | JVB INVESTMENTS LLC             | 4601 S KACHINA DR                  | TEMPE , AZ 85282-8528           |
| 408230270        | LIN MARK LLC                    | 13125 N 75TH PL                    | SCOTTSDALE , AZ 85260-8526      |
| 408230230        | CASON TYLER LLC                 | 5080 N 40TH ST STE 205             | PHOENIX , AZ 85018-8215         |
| 408230220        | SAIGANA LLC                     | 2009 W TOMBSTONE TRL               | PHOENIX , AZ 85085-5171         |
| 408010130        | LINMARK LLC                     | 13125 N 75TH PL                    | SCOTTSDALE , AZ 85260-8526      |
| 40823024A        | GILBELI LLC                     | 2804 N 89TH ST                     | MESA , AZ 85207-7427            |
| 40823024C        | GILBELI LLC                     | 2804 N 89TH ST                     | MESA , AZ 85207-7427            |
| 40823024D        | WAITE STERLING S                | PO BOX 3875                        | ARIZONA CITY , AZ 85123-3257    |
| 40823024E        | WAITE SHANNON L                 | PO BOX 3557                        | ARIZONA CITY , AZ 85123-3249    |

## Property Owner Notification, 1000-Foot Radius Map

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City of Eloy

Community Development  
525 North C Street, Suite 102  
Eloy, Arizona 85131

**Affidavit of Sign Posting**

**Case No.:**

**Project Name:**

I, Adam Pruett, BFSO Law, the representative for Case No. CUP2025-006, hereby certify that on this 25th day of August, 2024, posted 1 sign(s) on the subject property in accordance with the requirements of the City of Eloy.

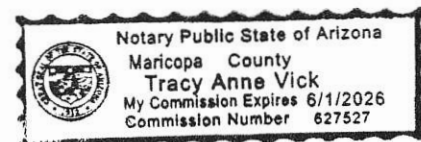
  
Applicant/Representative Signature

8/25/25  
Date

This instrument was acknowledged before me on this 25<sup>th</sup> day of August, 2025, by

Adam Pruett. In witness whereof, I hereunto set my hand and official seal.

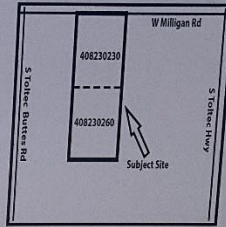
  
Notary Public



My commission expires June 1, 2026



# City of Eloy Public Hearing Notice



**Case Number and Request Description:** CUP2025-006, Conditional Use Permit to allow an expansion of a recently approved solar generation facility use known as Poblano Solar.

**Site Location:** Approximately two miles south of Interstate 10 generally south and west of the intersection of Toltec Highway and Milligan Road.

**Site Size:** Approximately 80 Acres

**Proposed Use:** The Project will allow solar generation facility in accordance with Zoning Ordinance Section 21-2-2.3 Residential Use Standards, Table 2.2-1 Allowed Uses for Residential Districts (R1-43 Zoning District).

**Applicant Name:** Andrew Yancey; Bergin, Frakes, Smalley & Oberholtzer PLLC

**Phone Number:** (602) 888-7855

**Applicant Email:** ayancey@bfsolaw.com

## Neighborhood Meeting

Date: September 9, 2025

Time: 5:30 PM

Location: City of Eloy City Hall, 595 C Street, Eloy

## Planning & Zoning Commission

Date: TBD

Time: 6:00 PM

Location: City Council Chambers, 595 C Street, Eloy

## City Council

Date: TBD

Time: 6:00 PM

Location: City Council Chambers, 595 C Street, Eloy

Information available at: City of Eloy Community Development  
595 N C St. Eloy, Arizona (520) 466-2578

August 22, 2025 at 1:27 PM  
+32 733887-111 631156  
Eloy AZ 85131  
United States

# City of Eloy Public Hearing Notice

**Case Number and Request Description:** CUP2025-006, Conditional Use Permit to allow an expansion of a recently approved solar generation facility use known as Poblano Solar.

**Site Location:** Approximately two miles south of Interstate 10 generally south and west of the intersection of Toltec Highway and Milligan Road.

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**Applicant Name:** Andrew Yancey; Bergin, Frakes, Smalley & Oberholtzer PLLC

**Phone Number:** (602) 888-7855

**Applicant Email:** ayancey@bfsolaw.com

## Neighborhood Meeting

Date: September 9, 2025

Time: 5:30 PM

Location: City of Eloy City Hall, 595 C Street, Eloy

## Planning & Zoning Commission

Date: TBD

Time: 6:00 PM

Location: City Council Chambers, 595 C Street, Eloy

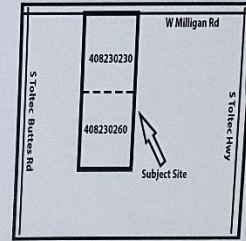
## City Council

Date: TBD

Time: 6:00 PM

Location: City Council Chambers, 595 C Street, Eloy

Information available at: City of Eloy Community Development  
595 N C St. Eloy, Arizona (520) 466-2578



August 22, 2025 at 1:26 PM  
+32.733887,-111.631156  
Eloy AZ 85131  
United States



# **Neighborhood Meeting Notification**

**August 21, 2025**

## **SENT VIA U.S. MAIL**

Dear Neighbor,

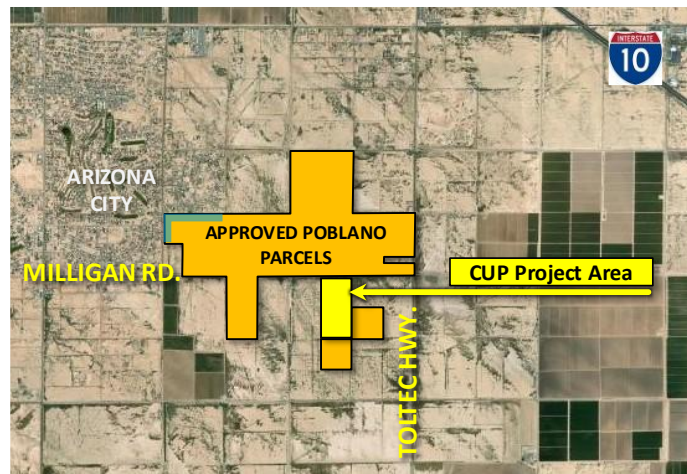
This letter is to inform you that our office has filed a Conditional Use Permit for an approximately 80-acre site located approximately two miles south of Interstate 10 generally south and west of the intersection of Toltec Highway and Milligan Road. **An in-person neighborhood meeting will be held on September 9, 2025 at 5:30 p.m. and will be held in the Community Room at the City of Eloy City Hall (595 C Street). We invite you to attend our meeting to discuss this request.**

**Request:** Conditional Use Permit to allow an expansion of a recently approved solar generation facility use known as Poblano Solar.

**Purpose:** The Project will allow solar generation facility in accordance with *Zoning Ordinance Section 21-2-2.3 Residential Use Standards, Table 2.2-1 Allowed Uses for Residential Districts (R1-43 Zoning District)*.

**Location:** Approximately two miles south of Interstate 10 and generally south and west of the intersection of Toltec Highway and Milligan Road.

**Size:** Approximately 80 acres  
**Applicant:** Andrew Yancey  
Bergin, Frakes, Smalley & Oberholtzer, PLLC  
4343 East Camelback Road, Suite 210  
Phoenix, AZ 85018  
**Phone:** 602-888-7855; Fax: 602-888-7856  
**Email:** [Ayancey@bfsolaw.com](mailto:Ayancey@bfsolaw.com)  
**Map of Area:**



An application has been filed with the City of Eloy Community Development Department regarding the request above. This notice is being sent to you because you were listed as a party of interest within 300 feet of the site noted above. This notice is being sent to you to inform you of this application and to provide you with an opportunity to relay any questions, issues, or concerns regarding this application to the contract person listed in the top box of this page.



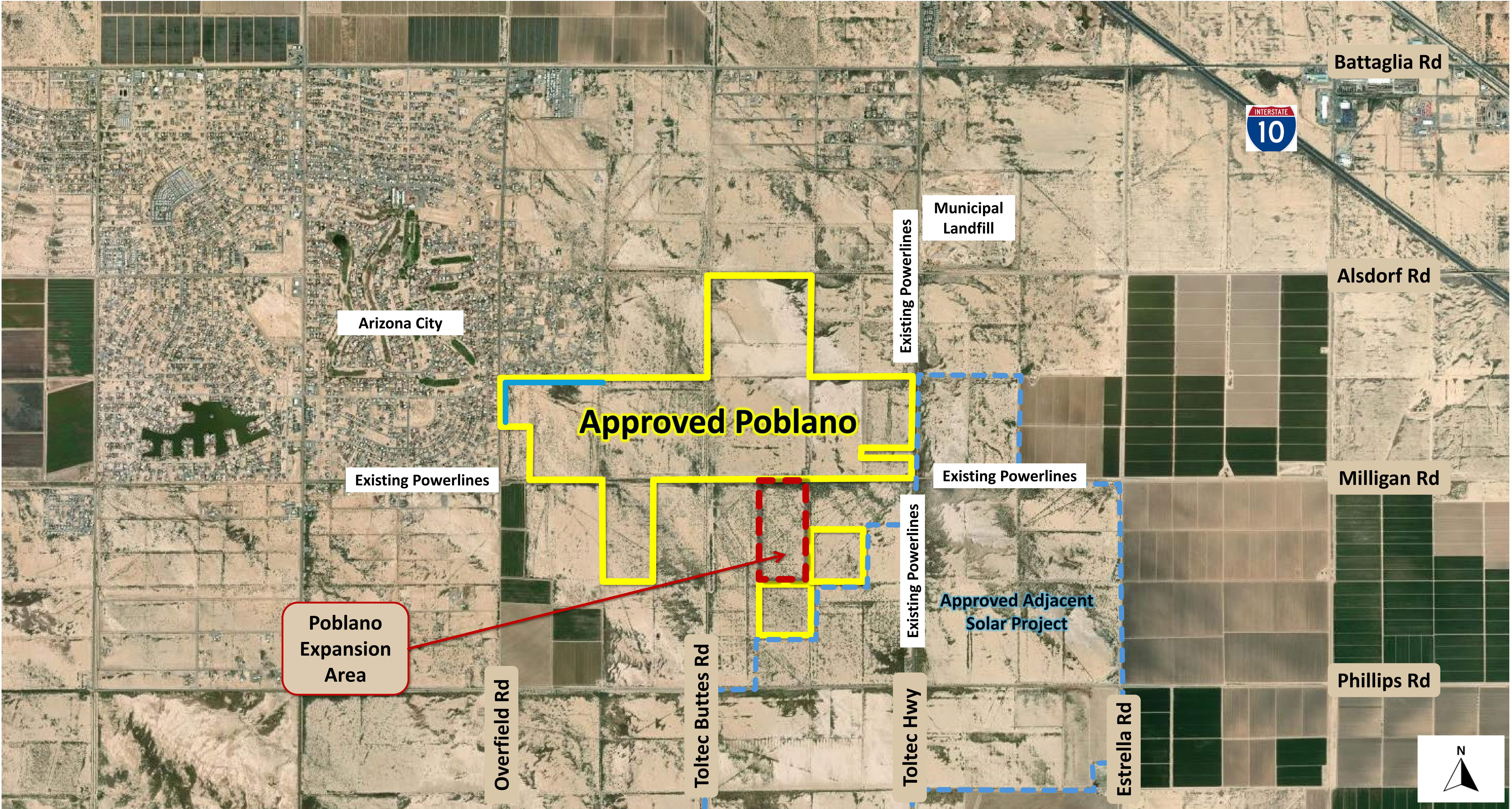
# Overall Project Highlights

- Longroad Energy Holdings, LLC is a developer, owner, and operator of renewable energy projects across Arizona
- Longroad currently operates multiple solar projects in Arizona with enough generation to soon power over 500K homes
- The approved Poblano Project area is comprised of 961 acres of private land
  - ≈ 200 megawatts AC Solar Photovoltaic
  - 200 megawatts of Battery Energy Storage
  - Interconnect to the grid via a 230 kV generation interconnection transmission
- Poblano created a 53-acre Enhanced Separation along its boundary with Arizona City.
- The solar field will contain photovoltaic modules mounted on a single axis tracking rack system.
- The proposed Expansion would add 80 acres and provide internal connectivity.
- Typical height of the PV modules is ~8 feet when mounted. At full rotation, these modules have a maximum height of ~14 feet.
- Project will not add strain to water or wastewater resources. Water usage will be limited to bathrooms for 3-5 employees and the occasional washing of panels (no more than once per year).



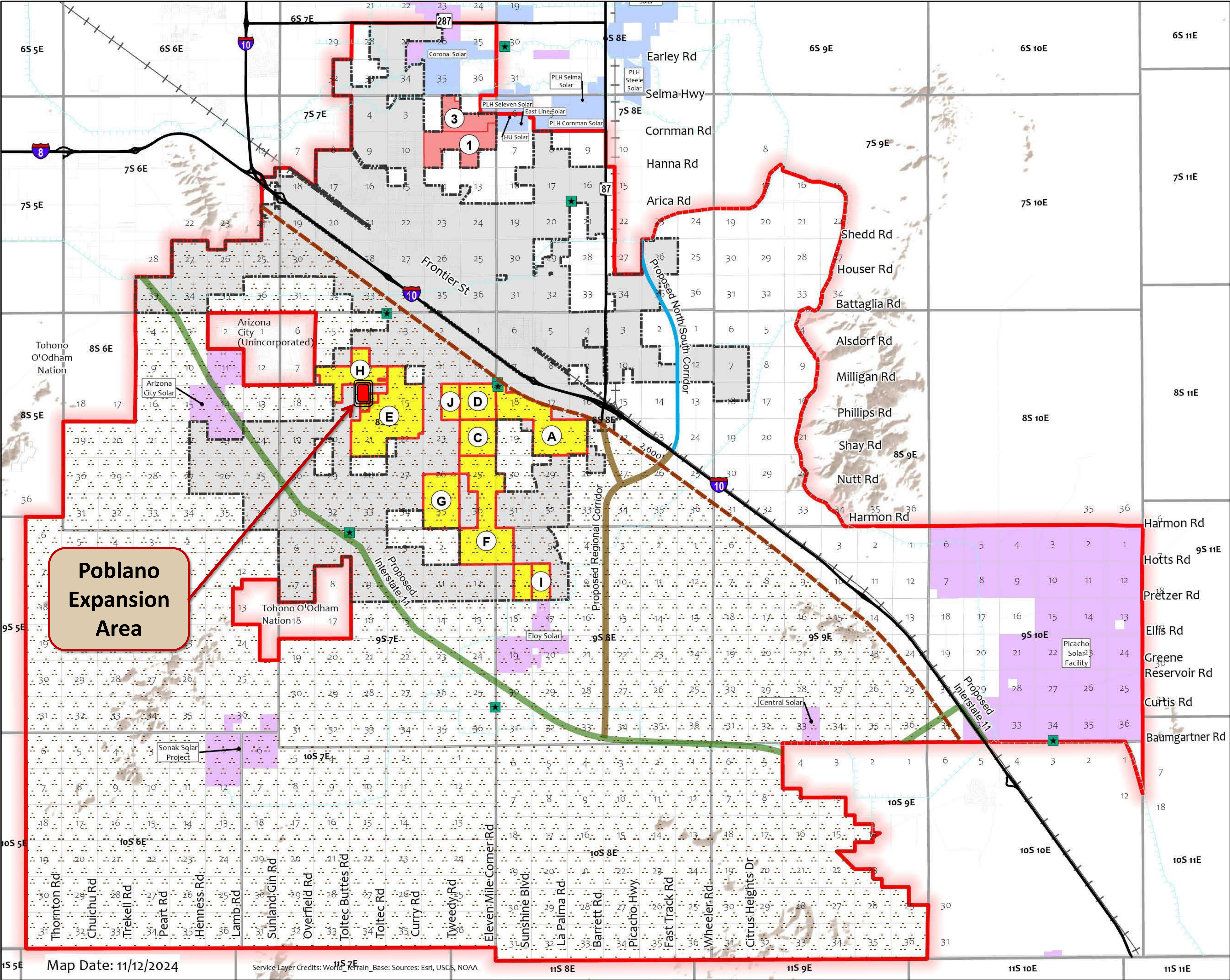


# Poblano Expansion Project Boundary & Context





# Existing / Planned Solar Facilities

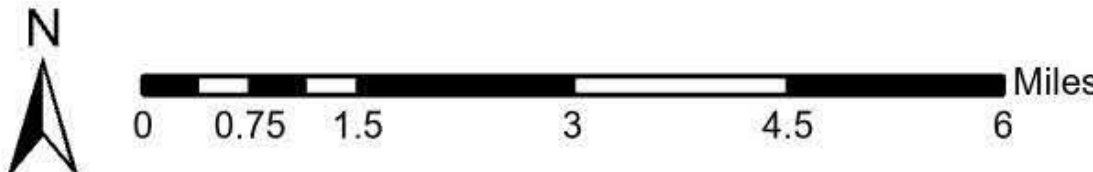


## Solar Facilities Eloy, Arizona

| Completed Solar Projects                               |                                 |               |
|--------------------------------------------------------|---------------------------------|---------------|
| 1                                                      | Villages of Eloy (AES)          | 959.42 AC.    |
| 3                                                      | Villages of Eloy (AES)          | 592.47 AC.    |
| Total Completed (approximate)                          |                                 | 1,551.89 AC.  |
| Proposed Solar Projects                                |                                 |               |
| A                                                      | Milligan Energy Center          | 1,574.95 AC.  |
| C                                                      | Cooley Eloy - Shay Solar        | 619.30 AC.    |
| D                                                      | Kitt 1 Solar                    | 601.39 AC.    |
| E                                                      | Sawtooth Solar                  | 1,947.85 AC.  |
| F                                                      | Eloy Valley / Steven Farm Solar | 2,784.79 AC.  |
| G                                                      | Picacho View II                 | 926.78 AC.    |
| H                                                      | Poblano Solar                   | 915.04 AC.    |
| I                                                      | Eloy Valley Solar Expansion     | 312.22 AC.    |
| J                                                      | Tierra Del Sol - Sawtooth East  | 310.18 AC.    |
| Total Proposed (approximate)                           |                                 | 9,992.50 AC.  |
| TOTAL (approximate excluding right-of-way dedications) |                                 | 11,544.39 AC. |

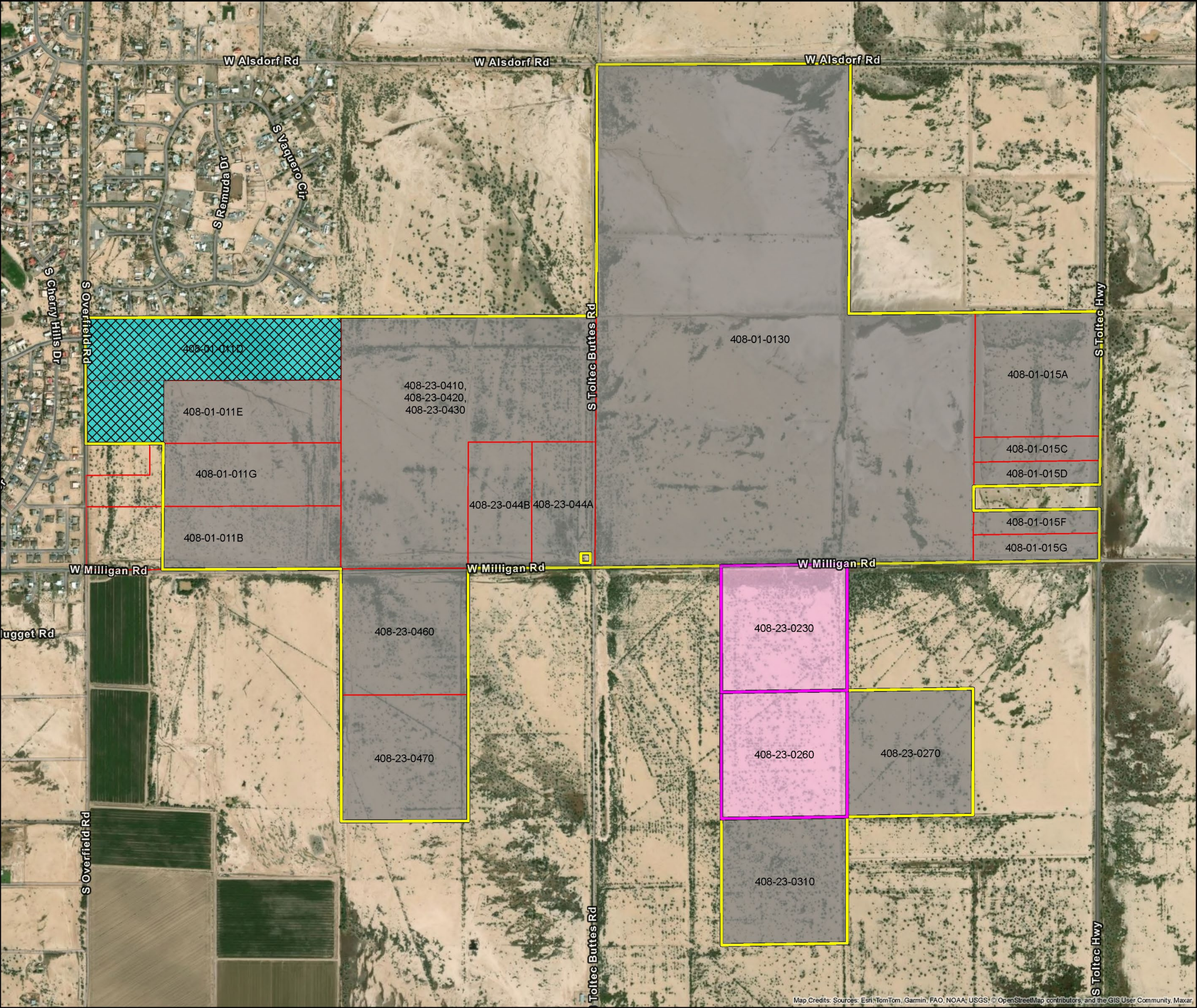
### Reference

- Solar Allowed
- Eloy Planning Boundary
- Eloy City Limits
- Coolidge Solar Projects
- Pinal County Solar Projects
- Substation
- Canal
- Railroad
- 2,640' I-10 Buffer



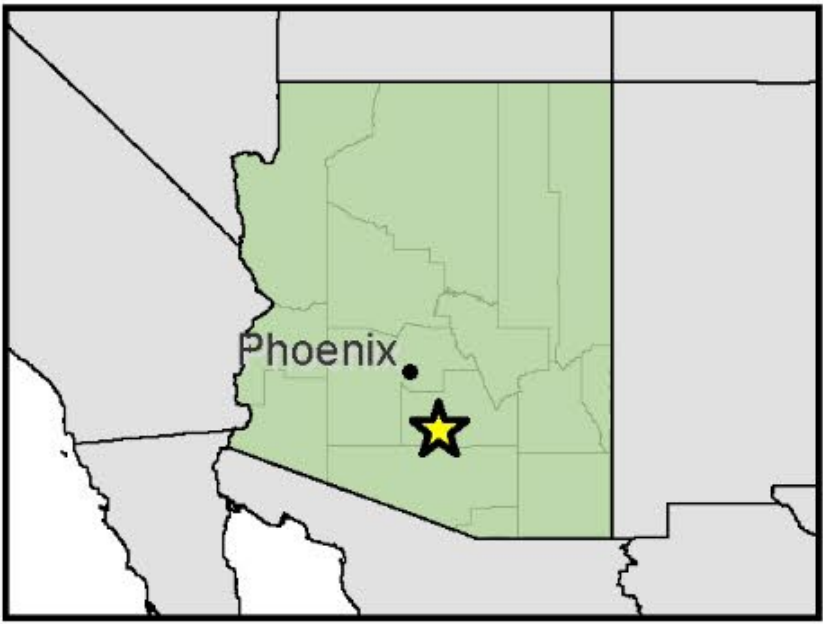
Disclaimer: This map is furnished for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.



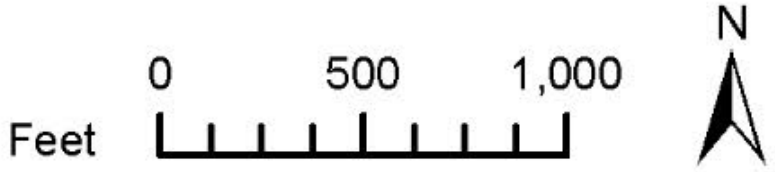


Poblano Solar  
Eloy, Arizona

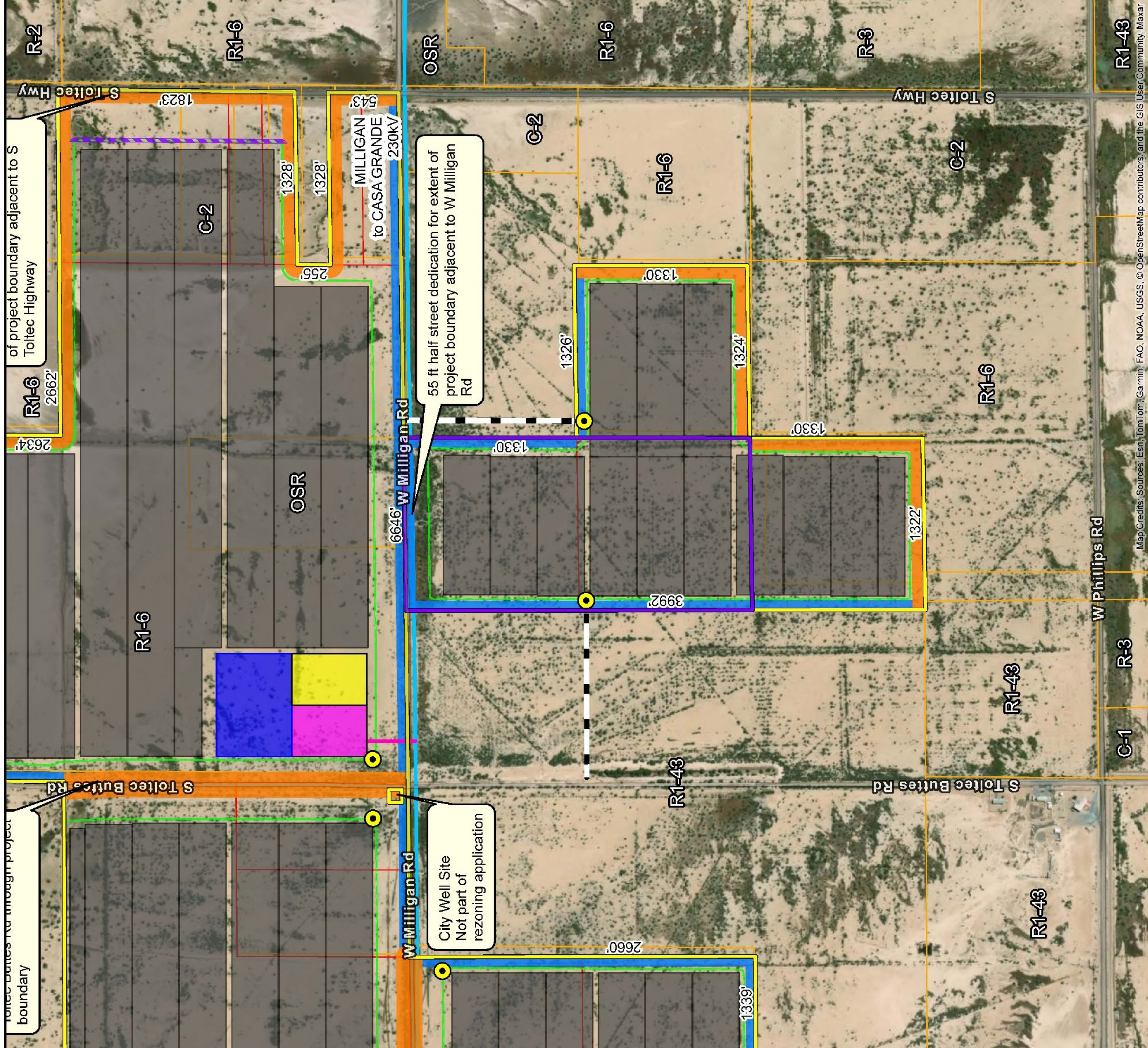
- Poblano Solar, approved by City Council on 3/24/25
- Poblano Expansion Solar Project
- Enhanced Arizona City Separation Area
- Parcel Boundary



Date: 4/3/2025  
Author: mls  
Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl







Map Credits: Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Maxar

# Poblano Solar Eloy City, AZ

## Conceptual Site Plan

- Project Boundary

Poblano Expansion Solar Project

PV Array

Project Substation

BESS

O&M Facilities/Laydown Yard

Site Access Gate

Proposed Access Road

Gen-Tie
- Zoning Setback: 75 ft

Zoning Setback: 100 ft

Perimeter Landscaping Buffer: 10 ft Wide

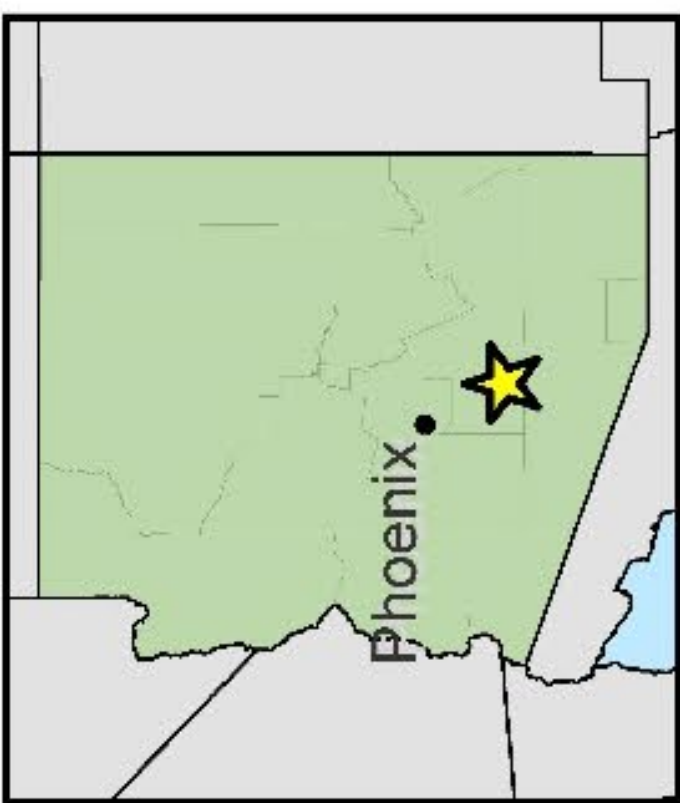
Perimeter Landscaping Buffer: 30 ft Wide

Parcel Boundary

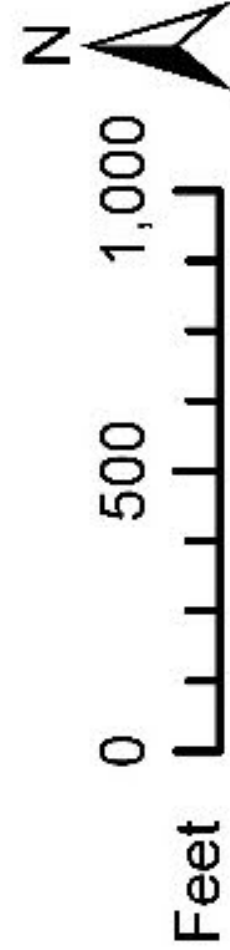
Parcel Boundary

Zoning Boundary

162 - 300 kV Transmission



Date: 5/13/2025  
Author: mls  
Coordinate System: NAD 1983 StatePlane Arizona Central FIPS 0202 Feet Intl





**Conditions of Approval for Conditional Use Permit:**

**Case No. CUP2025-006**

**Poblano Expansion Solar Project**

These stipulations are in order to protect the public health, safety, and welfare of the City of Eloy.

**SITE DEVELOPMENT**

1. **DEVELOPMENT.** The Site Plan, Building Plans, and Construction of the Poblano Expansion Solar Project shall comply with the Conditional Use Permit Narrative and Conceptual Site Plan (July 9, 2025) and the Eloy Zoning Ordinance.
  - 1.a. All perimeter walls and fencing, including entry gates, shall be set a minimum of 50 feet from the right-of-way.
2. **MODIFICATIONS.** Any major changes or modifications to the subject CUP shall be reviewed and processed following those procedures outlined in the Eloy Zoning Ordinance, as may be amended from time to time. The Zoning Administrator or designee may administratively approve minor amendments and will determine the difference between major and minor amendments.
3. **SITE PLAN.** The Property Owner/Developer shall submit and receive the Zoning Administrator or designee's approval for the Site Plan prior to submitting the construction documents for any part of the subject property.
4. **EXPIRATION.** The Conditional Use Permit (Case No. CUP2025-006) shall expire on October 28, 2030, unless the Conditional Use Permit has been used or extended by the City Council.
5. **WATER RESERVOIR.** Prior to, or concurrent with, the issuance of any building permit for a Solar, Utility Scale Generation, and Battery Energy Storage System Facility, the property owner/developer shall obtain permits to construct a minimum 25,000-gallon water reservoir tank in a location approved by the Eloy Fire District Fire Chief or designee. The water reservoir may be located on another site upon receiving approval from the Eloy Fire District Fire Chief or designee. The water reservoir tank shall be operational and filled with water prior to any Final Inspection for the development project.
6. **INTERNAL ROADWAYS.** All internal roadways for a Solar, Utility Scale Generation and Battery Energy Storage System Facility shall be compacted to withstand a minimum gross vehicle weight of 75,000 pounds, and comply with the most recent Fire Code requirements of the Eloy City Code applicable at the time of permit issuance.
7. **SCREENING.** Other than the photovoltaic panels and related panel mounting structures, any batteries and substation(s) equipment shall be screened by a minimum seven-foot-tall opaque wall, fence, or chain-link fence with opaque slats on all sides, subject to the approval of the Community Development Director.
8. **STANDARDS OF IMPROVEMENTS.**
  - a. With the development of the property for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, the property owner/developer shall construct improvements as required by the Zoning Ordinance and the City Engineer. All required infrastructure improvements shall be constructed in accordance with the Eloy City Code, Eloy Standard Details and the applicable Maricopa Association of Governments (MAG) Uniform Standard

Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction.

9. CONSTRUCTION COMPLETED. Prior to the Final Inspection for the development project, the property owner shall complete all the infrastructure and improvements required by the Eloy City Code and these stipulations.

**RESOLUTION NO.: 25-1637**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING CASE NO. CUP2025-006: POBLANO EXPANSION SOLAR PROJECT, A CONDITIONAL USE PERMIT TO ALLOW A SOLAR UTILITY-SCALE GENERATION AND BATTERY ENERGY STORAGE SYSTEM FACILITY ON THE PROPERTY LOCATED APPROXIMATELY 800 FEET SOUTH OF THE SOUTHWEST CORNER OF WEST MILLIGAN ROAD AND SOUTH TOLTEC ROAD, ELOY, ARIZONA, AND CONSISTING OF APPROXIMATELY 80 ACRES.**

**WHEREAS**, The Poblano Solar, LLC (Longroad Energy), c/o Alyssa Menzel, Applicant, on behalf of the property owner, has applied for a Conditional Use Permit, Case No. CUP2025-006: Poblano Expansion Solar Project, a Conditional Use Permit to allow a Solar Utility-Scale Generation And Battery Energy Storage System Facility on the property located approximately 800 feet south of the southwest corner of West Milligan Road and South Toltec Road, Eloy, Arizona, and consisting of approximately 80 acres, as delineated in Exhibit 1; and

**WHEREAS**, the Eloy Planning and Zoning Commission held a public hearing on October 15, 2025; and

**WHEREAS**, Upon considering the Required Findings criteria, the Planning and Zoning Commission has made the finding that the criteria have been met, and unanimously recommended that the Conditional Use Permit be forwarded to the Eloy City Council with the Commission's recommendation for approval; and

**WHEREAS**, the Eloy City Council has separately approved the applicant's request to exceed the cumulative acreage maximum for a utility-scale solar generation, including associated BESS uses allowed in the City; and

**WHEREAS**, the Eloy City Council held a public meeting on October 27<sup>th</sup>, 2025;

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

Section 1. That the Eloy City Council finds:

- a. The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or the public in general;
- b. The proposed use conforms with the purposes, intent, and policies of the adopted Eloy General Plan and its policies and any applicable area, neighborhood, or other plan officially adopted by the City Council;



- c. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and
- d. The proposed conditional use conforms to the neighborhood's character, within the same zoning district, in which it is located; determining such considerations included the location, type and height of the buildings or structures and the type and extent of landscaping and screening on the site.
- e. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.
- f. Adequate measures shall provide ingress and egress so designed as to minimize traffic hazards and traffic congestion on the public roads.
- g. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.
- h. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes already permitted, nor substantially diminishes or impair the property values within the neighborhood.
- i. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

Section 2. That a description of the Conditional Use Permit is set forth in Case No. CUP2025-006. The property that is subject to the Conditional Use Permit is shown on **Exhibit 1**, and the Conditional Use Permit approval is conditioned upon compliance with Section 21-3-1.39 of the Eloy City Code, Chapter 21-Zoning, and Conditions of Approval that are set forth in **Exhibit 2**. All exhibits are incorporated herein by reference.

**PASSED AND ADOPTED** by the City Council of the City of Eloy, Arizona, on October 16<sup>th</sup>, 2025.

**APPROVED:**

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Mayor Andrew Sutton

**ATTEST:**

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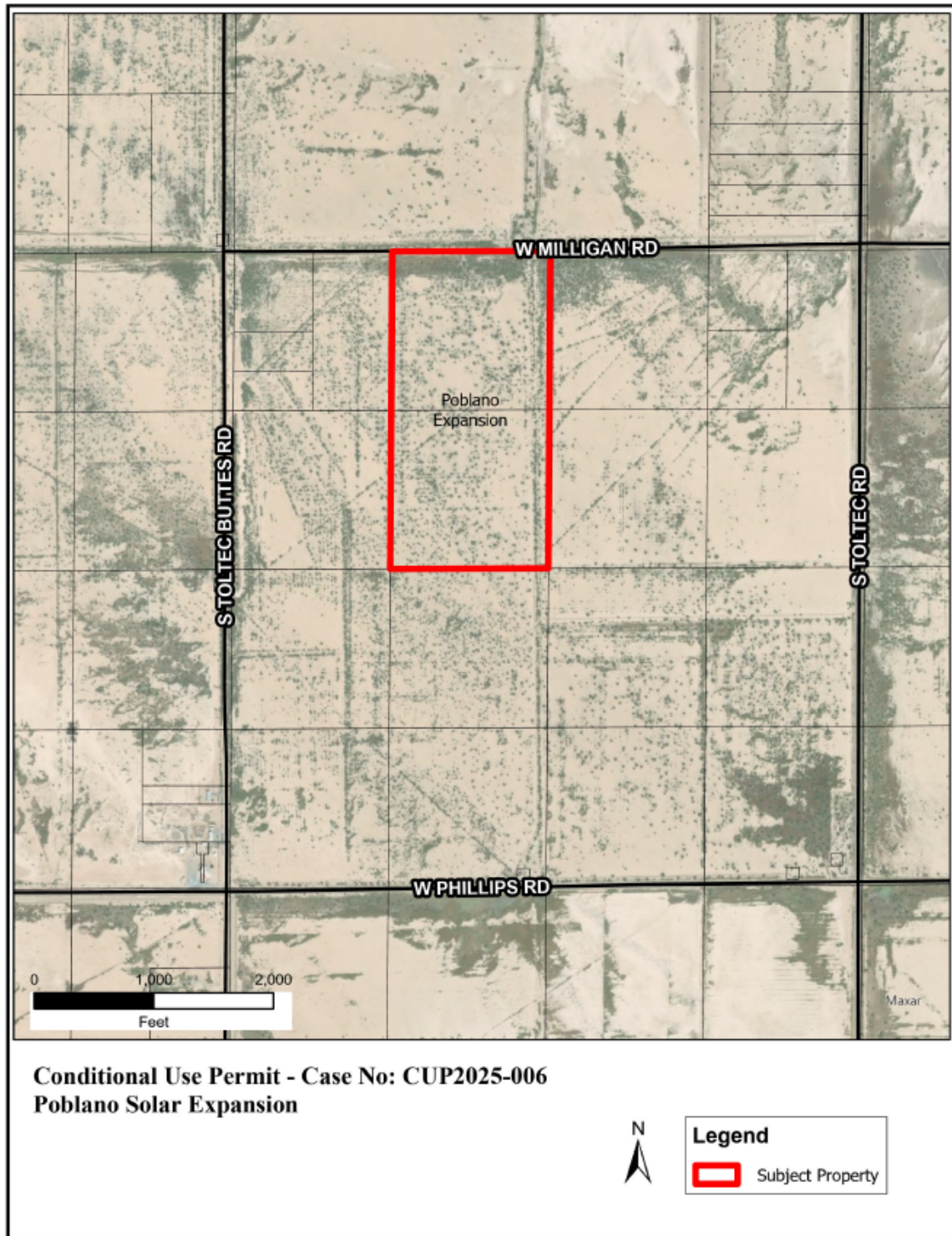
Celine Kidwell, City Clerk

**APPROVED AS TO FORM:**

---

Stephen Cooper, City Attorney

**Exhibit 1**  
**Location Map**



**Conditions of Approval for Conditional Use Permit:**

**Case No. CUP2025-006**

**Poblano Expansion Solar Project**

These stipulations are in order to protect the public health, safety, and welfare of the City of Eloy.

**SITE DEVELOPMENT**

1. **DEVELOPMENT.** The Site Plan, Building Plans, and Construction of the Poblano Expansion Solar Project shall comply with the Conditional Use Permit Narrative and Conceptual Site Plan (July 9, 2025) and the Eloy Zoning Ordinance.
  - 1.a. All perimeter walls and fencing, including entry gates, shall be set a minimum of 50 feet from the right-of-way.
2. **MODIFICATIONS.** Any major changes or modifications to the subject CUP shall be reviewed and processed following those procedures outlined in the Eloy Zoning Ordinance, as may be amended from time to time. The Zoning Administrator or designee may administratively approve minor amendments and will determine the difference between major and minor amendments.
3. **SITE PLAN.** The Property Owner/Developer shall submit and receive the Zoning Administrator or designee's approval for the Site Plan prior to submitting the construction documents for any part of the subject property.
4. **EXPIRATION.** The Conditional Use Permit (Case No. CUP2025-006) shall expire on October 28, 2030, unless the Conditional Use Permit has been used or extended by the City Council.
5. **WATER RESERVOIR.** Prior to, or concurrent with, the issuance of any building permit for a Solar, Utility Scale Generation, and Battery Energy Storage System Facility, the property owner/developer shall obtain permits to construct a minimum 25,000-gallon water reservoir tank in a location approved by the Eloy Fire District Fire Chief or designee. The water reservoir may be located on another site upon receiving approval from the Eloy Fire District Fire Chief or designee. The water reservoir tank shall be operational and filled with water prior to any Final Inspection for the development project.
6. **INTERNAL ROADWAYS.** All internal roadways for a Solar, Utility Scale Generation and Battery Energy Storage System Facility shall be compacted to withstand a minimum gross vehicle weight of 75,000 pounds, and comply with the most recent Fire Code requirements of the Eloy City Code applicable at the time of permit issuance.
7. **SCREENING.** Other than the photovoltaic panels and related panel mounting structures, any batteries and substation(s) equipment shall be screened by a minimum seven-foot-tall opaque wall, fence, or chain-link fence with opaque slats on all sides, subject to the approval of the Community Development Director.
8. **STANDARDS OF IMPROVEMENTS.**
  - a. With the development of the property for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, the property owner/developer shall construct improvements as required by the Zoning Ordinance and the City Engineer. All required infrastructure

improvements shall be constructed in accordance with the Eloy City Code, Eloy Standard Details and the applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction.

9. CONSTRUCTION COMPLETED. Prior to the Final Inspection for the development project, the property owner shall complete all the infrastructure and improvements required by the Eloy City Code and these stipulations.



July 10, 2025

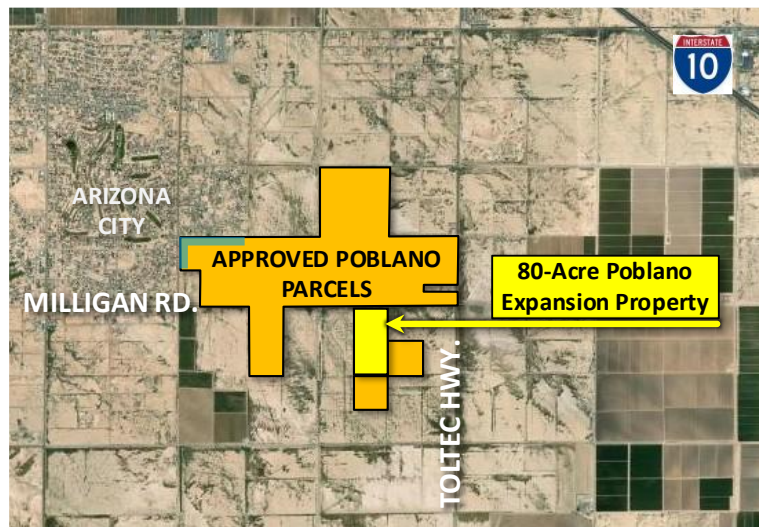
**SENT VIA ELECTRONIC SUBMISSION**

Mayor Sutton and City Councilmembers  
City of Eloy  
595 North C Street, Suite 102  
Eloy, AZ 85131

**Re: Longroad Energy, Poblano Solar Expansion, Acreage Increase**

Mayor Sutton and City Councilmembers,

This letter supplements a Conditional Use Permit (“CUP”) application filed by Bergin, Frakes, Smalley & Oberholtzer, PLLC on behalf of Poblano Solar, LLC, a wholly owned subsidiary of Longroad Energy Holdings, LLC (“Longroad”), to allow for the development of a utility scale solar energy generation facility on approximately 80 acres near the southwest corner of Milligan Road and Toltec Road (“Poblano Expansion Property”). The requested CUP is not a “new” solar project; it would simply allow for expansion of the previously approved Poblano project. See the map below for a visual depiction of the 80-acre “Poblano Expansion”, which connects the main body of the project to two outparcels that are already part of the approved project.



The City's Zoning Ordinance sets a citywide cap of 11,744 acres of approved utility scale solar energy generation facility use. See Eloy Zoning Ordinance Section 21-3-1.39.B. While the total approved acreage is currently under that cap, we understand there are other requests scheduled for hearings at this time that could, if approved, meet or exceed the City's overall acreage cap. In the event, the amount of approved utility scale solar energy generation facility acreage exceeds the City's acreage cap at the time this CUP comes before City Council for approval, this letter serves as our request to increase that cap sufficient to accommodate the proposed 80-acre Poblano Expansion.

For context, in 2024, Longroad applied for two Planned Area Development ("PAD") amendments – Picacho View I PAD and Eloy Valley PAD – to accommodate the utility scale solar energy generation facility use on 938 acres owned by two related landowners. As part of the outreach process, multiple nearby landowners contacted Longroad and requested that Longroad consider purchasing their land to expand the project – consisting of several hundred acres in various locations around the project site. At that time, Longroad chose not to amend the application because of the time and complexity that would be involved in adding new owners and new property as well as re-starting the public process. The Poblano project then came before City Council in January of 2025. That hearing was continued so that the applicant could address concerns related to the project's proximity to Arizona City residents near the northwest corner of the site. In March of 2025, Longroad came back before City Council with a revised proposal to create a significant buffer near the Arizona City residences, which had the effect of reducing the overall project size by 53 acres. The City Council approved the revised request at that time.

Longroad has now evaluated the multiple offers from landowners to increase the project size and is pursuing only an 80-acre expansion that would connect the main body of the project to the two Poblano outparcels. This connectivity improves access to the outparcels and creates better efficiencies for design and layout. The Poblano Expansion would also allow for beneficial use of two vacant parcels with R1-43 zoning that are surrounded by approved solar fields. Further, the Poblano Expansion Property is located near the southeast corner of the project site, which is away from Arizona City residences and the I-10 corridor.

The Zoning Ordinance specifically allows for requests to increase the acreage cap, and we believe this 80-acre request is warranted because it benefits the project, makes use of otherwise constrained land, and does not abut any existing residential development. The circumstances of this request are unique and would not set precedent for other acreage increase requests in Eloy. In addition, it should be noted that some of the projects already approved under the acreage cap are approved with CUPs, which will expire at some point if projects are not built. As such, it is possible that even if the City Council grants our requested increase, the overall solar acreage in the City may come back down below the cap in the next few years if some of the CUP-approved projects remain unbuilt.

At this time, there is sufficient acreage under the City's cap to accommodate the Poblano Expansion. In the event other projects are approved such that the cap is met or exceeded, we respectfully request that the City Council increase the acreage cap to accommodate Longroad's

July 10, 2025  
Poblano Solar Project Expansion  
Request to Increase Acreage  
Page 3 of 3

proposed 80-acre Poblano Expansion. We appreciate your consideration of our request and look forward to continuing to work with the City for a successful project.

Sincerely,

A handwritten signature in black ink, appearing to read "A.D. Yancey". The signature is stylized with a large "A", a small "D", and a flourish at the end.

Andrew D. Yancey





Solar Facilities

Eloy, Arizona

TOTAL ALLOWABLE ACREAGE 11,748.82 AC.

| Completed Solar Projects      |                               |              |
|-------------------------------|-------------------------------|--------------|
| 1                             | Villages of Eloy (AES/Orsted) | 959.42 AC.   |
| 3                             | Villages of Eloy (AES/Orsted) | 592.47 AC.   |
| Total Completed (approximate) |                               | 1,551.89 AC. |

| Approved Solar Projects      |                                                  |               |
|------------------------------|--------------------------------------------------|---------------|
| A                            | Milligan Energy Center (Savion)                  | 1,574.95 AC.  |
| C                            | Cooley Eloy - Shay Solar (RWE)                   | 619.30 AC.    |
| D                            | Kitt 1 Solar (Avantus)                           | 601.39 AC.    |
| E                            | Sawtooth Solar (EDF)                             | 1,947.85 AC.  |
| F                            | Eloy Valley - Steven Farm Solar (NextEra Energy) | 2,784.79 AC.  |
| G                            | Picacho View II (NextEra Energy)                 | 926.78 AC.    |
| H                            | Poblano Solar (Longroad Energy)                  | 915.04 AC.    |
| I                            | Eloy Valley Solar Expansion (NextEra Energy)     | 312.22 AC.    |
| J                            | Tierra Del Sol - Sawtooth East (EDF)             | 310.18 AC.    |
| K                            | Eloy Acres (EDF)                                 | 304.98 AC.    |
| Total Approved (approximate) |                                                  | 10,297.48 AC. |

| Proposed Solar Projects                                |                         |               |
|--------------------------------------------------------|-------------------------|---------------|
| L                                                      | Poblano Expansion (EDF) | 80.15 AC.     |
| Total Proposed (approximate)                           |                         | 80.15 AC.     |
| TOTAL (approximate excluding right-of-way dedications) |                         | 11,929.52 AC. |

Reference

- Solar Allowed
- Eloy Planning Boundary
- Eloy City Limits
- Coolidge Solar Projects
- Pinal County Solar Projects
- Substation
- Canal
- Railroad
- 2,640' I-10 Buffer



Disclaimer: This map is furnished for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.

