



**PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, FEBRUARY 23, 2026
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING**

AGENDA

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

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

A. Scheduled

- 1. Autumn Cottages Affordable Housing Presentation
- 2. Eloy Chamber of Commerce Quarterly Update

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 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 — November 24, 2025, Regular Meeting
- B. Consideration and Approval of a Memorandum of Understanding (MOU) between the City of Eloy Police Department and Toltec School District No. 22 for the continued assignment of a School Resource Officer (SRO) Brian Jerome
- C. Consider adopting Resolution No. 26-1643 approving Case No. CUP2025-010: AT&T Wireless Communication Tower. A request by Bill Koning of Smartlink, LLC, on behalf of Orlando and Esmeralda D. Jerez, for a Conditional Use Permit (CUP) to allow a Wireless Facility use on a 40-acre property located at 2365 West Hanna Road, and zoned Single-family Residential (R1-43). Dan Symer, AICP
- D. Consideration and Possible Action to Approve the First Amendment to the Purchase and Sales Agreement (PSA) with Eloy Community Development Partners, LLC and the City of Eloy for the Purchase of 81 +/- Acres of City Owned Property Located at the Northwest Corner of Houser Road and 11 Mile Corner Road. Mackenzie Letcher

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

- A. Acceptance of a proposal from MHQ of Arizona for emergency up-fit services for two (2) 2025 Ford F150 Responder Police Trucks, with pricing per Arizona State Contract # CTR078487, for an amount not to exceed \$65,000.00, using funds from a one-time \$200,000 State Legislative Appropriation to the Eloy Police Department. Brian Jerome

IX. Executive Session

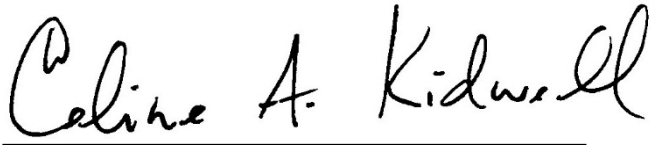
Possible executive session for discussion/consultation for legal advice with the city attorney and/or city staff concerning any of the agenda items, pursuant to A.R.S. §38-431.03 (A) (3) and (4).

- A. Discussion and negotiations of employment contract of City Manager, in order to consider its position and instruct its Staff and attorney regarding the public body's position regarding discussions conducted on City Manager employment contract, City Code and legal advice, pursuant to A.R.S. § 38-431.03 (A) (1), (3), and (4).
- B. Discussion of legal matters/consultation with City Attorney, City Staff and/or the public body in order to consider its position and instruct its attorneys regarding any matter on the Agenda pursuant to A.R.S. § 38-431.03 (A) (3), (4) and (7).

X. Adjournment

POSTED BY AT ELOY CITY HALL, ELOY POST OFFICE, AND CITY WEBSITE:
www.elayaz.gov

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

A handwritten signature in black ink that reads "Celine A. Kidwell". The signature is fluid and cursive, with the first name "Celine" and last name "Kidwell" being more prominent than the middle initial "A.". The signature is positioned above a horizontal line.

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: 2/23/2026

Date submitted:
01/16/2026

Action: Other

Subject: Scheduled

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **V.A.1.**

Date: **2/23/2026**

Date submitted:
02/16/2026

Action: Other

Subject: Autumn Cottages Affordable
Housing Presentation

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: **V.A.2.**

Date: **2/23/2026**

Date submitted:
02/17/2026

Action: Other

Subject: Eloy Chamber of Commerce
Quarterly Update

Date requested:
2/23/2026

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: **2/23/2026**

Date submitted:
01/16/2026

Action: Other

Subject: Unscheduled

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: **VII.A.**

Date: **2/23/2026**

Date submitted:
01/16/2026

Action: Formal

**Subject: Approval of Minutes —
November 24, 2025, Regular Meeting**

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney



**Minutes
City of Eloy City Council
Regular Meeting
November 24, 2025 at 6:00 PM
City Council Chambers**

I. Call to Order

Mayor Sutton called the meeting to order at 6:00 PM.

II. Roll Call

Present:

Mayor Andrew Sutton
Vice Mayor Michelle Tarango
Council Member Sara Curtis
Council Member JoAnne Galindo
Council Member Jose Garcia
Council Member Daniel Snyder

Absent:

Council Member Michael Vodrazka - Excused

Staff Present:

Interim City Manager Mackenzie Letcher
City Attorney Stephen Cooper
City Clerk Celine Kidwell

III. Moment of Silence

Mayor Sutton asked for a moment of silence.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Curtis.

V. Public Appearances

A. Scheduled

None

B. Unscheduled

Donna Kielar stated she attended the Planning & Zoning meeting and was surprised by the committee members' complaints regarding the amount of reading required to review

applications. She stated that members should be provided with ample time to review applications thoroughly.

Regarding Syed-Taha Hussain, City Attorney Cooper cautioned Council that the topic Mr. Hussain was presenting is part of an ongoing issue being addressed in magistrate court. He asked that Council not comment on what is presented.

Syed-Taha Hussain stated that he owns property in Eloy zoned C-2. He stated he is being harassed about use of the property and has submitted information to Council through the City Clerk.

Tahin Hussain stated his family has a community park and he and his friends use the park to play games every Saturday. He stated the City wants them to remove everything from their property. He requested Council help to save the park.

VI. Reports and Announcements

A. Mayor's Announcements

- Attended the Veteran's Day parade and the turnout was spectacular. Thanked the veterans and their families who participate.

B. Council Members' Announcements

Council Member Daniel Snyder

- Attended the Planning & Zoning Meeting. Topic was the proposed development on the old Peterson property.

C. City Manager's Announcement

- Operation Eloy Clean-up was held and was a huge success with more than 42 volunteers.
- The Drive-Thru Vaccination event was held in partnership with Pinal County Animal Control with significant participation.
- Office closures announced: November 27th and 28th for Thanksgiving and December 4th for annual Employee Appreciation Luncheon from Noon-5:00 p.m. Closures do not affect community safety services.

VII. Consent Agenda

Motion: Council Member Jose Garcia moved to approve Consent Agenda items A., C., and E. as presented.

Second: Vice Mayor Michelle Tarango

Vote: Approved 6-0

A. Approval of Minutes - October 13, 2025, Regular Minutes

C. Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on S Sunshine Blvd. (Frontier St. to ADOT right-of-way) for an amount not to exceed \$210,000 as a portion of the Annual Pavement Preservation identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.

- E. Consideration and possible approval of Case No. FP2025-007: APS Toltec Substation - a request for approval of a two-lot Final Plat encompassing approximately 8.24 acres, located at the southwest corner of West Battaglia Road and South Toltec Road.

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

The following items were moved from the Consent Agenda:

- B. **Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on Toltec Rd. (Aztec St. to Chiricahua St.) for an amount not to exceed \$375,000. Toltec Rd. chip seal has been identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.**

Council Member Snyder stated there had been dust complaints from a resident. He requested clarification. Interim City Manager confirmed the City's portion will be re-sealed and the City will coordinate with Robson to complete their portion.

Motion: Council Member Daniel Snyder moved to approve Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on Toltec Rd. (Aztec St. to Chiricahua St.) for an amount not to exceed \$375,000. Toltec Rd. chip seal has been identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.

Second: Council Member Jose Garcia

Vote: Approved 6-0

- D. **Authorization to purchase water meters and antennas from Core and Main, sole source provider, on an as-needed basis with the remaining budget of \$56,192.73. New and replacement water meters and antennas have been identified and approved in the FY2025-2026 City of Eloy Water Operating Budget.**

Council Member Snyder asked whether the meters and valves were sole-sourced and what plans are in place in the event the parts cannot be obtained. Staff stated there is a sole source contract already in place to service the meters and the request is to continue the contract through the end of the year.

Motion: Council Member Daniel Snyder moved to approve Authorization to purchase water meters and antennas from Core and Main, sole source provider, on an as-needed basis with the remaining budget of \$56,192.73. New and replacement water meters and antennas have been identified and approved in the FY2025-2026 City of Eloy Water Operating Budget.

Second: Council Member Sara Curtis

Vote: Approved 6-0

- A. **Authorization to accept a proposal from E1 Audiovisual Technologies for the Council Chambers Audiovisual Upgrade Project at a total project cost of \$197,205.35. The purchase will utilize pricing available through Arizona State Contract No. CTR075310.**
- B. **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, with authorization for the Mayor to execute the contract and any necessary change orders not to exceed the approved CIP budget of \$225,000.

City Clerk Celine Kidwell presented the request to upgrade equipment and provided a detailed list of the audio/visual equipment to be replaced in Council Chambers. The request includes contingency funds.

Mayor Sutton asked the vendor what the lead time would be for installation. The vendor stated once the purchase order is received, the equipment will arrive within 6-8 weeks, with 2-3 weeks to schedule the project, and 2-3 weeks for actual installation.

Mayor Sutton asked about video storage. The vendor stated the video storage will be cloud-based under City control. Mayor Sutton stated he watches many meetings on YouTube and the vendor stated the City will be able to share content on multiple platforms which will be managed by the City.

The vendor stated the cameras will be placed strategically and will be voice-activated and customizable. Mayor Sutton confirmed with the vendor that the microphones will be wireless.

Council Member Galindo asked whether technical assistance will be available. The vendor responded that they will be available to "remote in" via an extended service contract. City Clerk Kidwell confirmed City IT staff is also available.

Council Member Galindo asked whether the contract includes technical assistance. The vendor stated it does not include remote support but there is the ability to have technicians come out, but it is not guaranteed. The extended service warranty can be purchased which includes this service. The system is also fully upgradable if needed.

Council Member Snyder asked whether vendor response is 24/7. Vendor stated the additional service contract provides for quick response, but not 24/7.

Vice Mayor Tarango asked whether the price quote includes the service contract. The vendor confirmed that the current contract includes 16 hours of scheduled on-site support. Interim City Manager Letcher explained that the request is part of the Capital Improvement Projects and funds have been allocated for it. He added that the service contract would be something added to the Operational Budget because it would be an ongoing cost. Vice Mayor Tarango stated it is preferable to include service contracts as part of the purchase and installation.

Council Member Curtis stated the service contract is very confusing. She confirmed with the vendor that the contract will include support during regular business hours and after-hours support would be part of an extended coverage contract.

The vendor explained that virtual and telephone meetings can be integrated into the new system. The system is designed similar to Zoom-type meetings where a presentation can be viewed simultaneously with the presenter.

Council Member Snyder stated that many other meetings will be held using the equipment and asked the vendor to confirm the equipment will be usable for the other types of meetings. The vendor confirmed any meetings in the Chamber will be able to utilize the system in the same ways as Council. The system does not support wireless sharing, but it can be added.

The system will be customized to the needs of the City. The vendor agreed to provide customer references including the City of Paradise Valley.

Council Member Galindo asked whether the videos would satisfy the requirement to post minutes. City Clerk Kidwell stated the upgrades will make the minutes process easier.

Motion: Council Member Daniel Snyder moved to approve Authorization to accept a proposal from E1 Audiovisual Technologies for the Council Chambers Audiovisual Upgrade Project at a total project cost of \$197,205.35. The purchase will utilize pricing available through Arizona State Contract No. CTR075310. 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, with authorization for the Mayor to execute the contract and any necessary change orders not to exceed the approved CIP budget of \$225,000.

Second: Council Member JoAnne Galindo

Vote: Approved 6-0

C. Discussion and Direction: Houser Road Water Line Extension Project - Phase I Completion Update and Phase II Alternatives for the Charleston Road Water Line Extension

Mayor Sutton stated Council members have had an opportunity to meet with the Shuhs regarding Phase II.

Motion: Mayor Sutton moved to table the item to a later date – the first meeting in January 2026.

Second: Council Member Jose Garcia

Vote: Approved 6-0

Marla Shuh stated she appreciates the Council's attention to the project and extended an invitation to Council to tour the location. She stated City staff has their contact information.

Bob Shuh asked whether it is feasible to break ground if the item is tabled to January. Mayor Sutton explained the question could not be answered due to the item being tabled.

D. Appointment of Vice Mayor for a period of one (1) year, effective December 1, 2025.

Motion: Council Member Jose Garcia moved to table the item.

Second: Council Member Daniel Snyder

Vote: Approved 6-0

V. Executive Session - None

VI. Adjournment

With no further business, Mayor Sutton adjourned the meeting at 7:32 p.m.

Note: A video recording of the meeting is available for further information, in accordance with Arizona Revised Statutes§ 38-431.01(E).

ATTEST:

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

Andrew Sutton, Mayor

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.B.**

Date: **2/23/2026**

Date submitted:
02/04/2026

Action: Formal

Subject: Consideration and Approval of a Memorandum of Understanding (MOU) between the City of Eloy Police Department and Toltec School District No. 22 for the continued assignment of a School Resource Officer (SRO)

Date requested:
2/23/2026

TO: Mayor and City Council

FROM: Brian Jerome, Captain

RECOMMENDATION:

Council approve the Memorandum of Understanding between the City of Eloy Police Department and the Toltec School District No. 22 relating to the continued assignment of a School Resource Officer (SRO) at Toltec Elementary School, and authorize the Mayor or designee to sign all documents necessary to execute the MOU.

DISCUSSION:

Since 2020, The Eloy Police Department (EPD) has maintained a long-standing partnership with Toltec School District No. 22 to provide a School Resource Officer (SRO) at Toltec Elementary School. This collaboration has supported school safety, prevention efforts, and coordination between law enforcement and school personnel, and has been an important component of the District's participation in the Arizona Department of Education (ADE) School Safety Program.

Historically, the operational aspects of the SRO assignment have been guided by informal understandings and program requirements associated with ADE grant funding. As the program has matured and reporting, reimbursement, and compliance requirements have become more defined, both parties have identified the benefit of clearly documenting mutual expectations, roles, and procedures in a formal Memorandum of Understanding.

The MOU formalizes existing practices and expectations related to the SRO assignment, including:

- Chain of command and supervisory authority
- Scope of SRO duties and responsibilities
- School calendar coverage expectations
- Operational control and temporary reassignment authority
- Treatment of leave, absences, and non-instructional days

- ADE School Safety Program alignment, billing, and reimbursement coordination

Recently, Chief Banales and members of the Police Department command staff met with Superintendent Dr. Michelle Poppen and District leadership to discuss the ongoing partnership, grant expectations, and operational coordination. One of the recommendations that emerged from that discussion was to formalize the roles, responsibilities, and expectations of both parties through a written MOU to ensure consistency moving forward.

The MOU does not represent a change in the nature of the partnership or a new program. Rather, it provides clarity and consistency for both the City and the District by memorializing how the SRO program currently operates and ensuring alignment with ADE grant requirements and governance best practices.

The MOU is being considered for approval by the Toltec School District governing board and the Eloy City Council to formally acknowledge and document the shared expectations and responsibilities of both parties.

FISCAL IMPACT:

There is no direct fiscal impact to the City associated with approval of this MOU. The SRO position is funded through the ADE School Safety Program administered by Toltec School District No. 22, with reimbursement limited to actual salary and benefits costs during periods when the SRO is actively assigned on campus.

Approved as to Form:



Stephen R. Cooper, City Attorney

MEMORANDUM OF UNDERSTANDING

**Toltec School Resource Officer Assignment
between
City of Eloy Police Department
and
*Toltec School District No. 22, Pinal County, Arizona***

1. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish mutual expectations, roles, and procedures relating to the assignment of a School Resource Officer (SRO) from the City of Eloy Police Department (EPD) to Toltec Elementary School within Toltec School District No. 22 (District) to support school safety, prevention efforts, and coordination between public safety and school personnel.

2. Term and Renewal

This MOU becomes effective upon full execution by both Parties and shall remain in effect for one (1) year from the date of execution. The MOU shall automatically renew for successive one-year terms unless modified or terminated pursuant to Section 12. The MOU shall automatically terminate if Arizona Department of Education (ADE) School Safety Program grant funding for the SRO is discontinued, reduced below sustainable levels, or otherwise unavailable.

3. SRO Assignment

EPD will assign one (1) sworn police officer to serve as SRO at Toltec Elementary School during the school year. The SRO shall remain an employee of EPD and shall not be considered an employee of the District.

4. Chain of Command

The SRO shall remain under the supervision of EPD. District administrators may provide input on campus needs and safety concerns; however, EPD retains sole authority over supervision, evaluation, discipline, assignment, scheduling, and deployment of the SRO.

5. SRO Roles and Responsibilities

The SRO may:

- a. Provide a visible on-campus law enforcement presence;
- b. Support school safety planning, emergency preparedness, and risk mitigation;

- c. Provide prevention, education, and outreach consistent with ADE requirements and District needs;
- d. Serve as a liaison between EPD and the District; and
- e. Coordinate with school staff on safety and security-related concerns.

6. District Responsibilities

The District shall:

- a. Provide appropriate workspace and reasonable access to campus facilities;
- b. Facilitate Family Educational Rights and Privacy Act (FERPA)-compliant access to records as permitted by law;
- c. Participate in multidisciplinary quarterly meetings required under ADE grant guidelines; and
- d. Administer ADE grant documentation, compliance, and reimbursement processes.

7. Hours of Work and Coverage

The SRO assignment applies to instructional school days and operational school hours during the school year. The SRO is not expected to be assigned during summer break, winter break, spring break, holidays (City and/or District-observed), teacher in-service days, or other non-instructional closures unless mutually agreed in writing.

8. Operational Control and Temporary Reassignment

EPD retains authority to assign, supervise, and deploy sworn personnel. EPD may temporarily reassign the SRO based on operational necessity, including but not limited to critical incidents, emergency response, or staffing shortages. EPD will make reasonable efforts to minimize such reassignments and notify the District when practical.

9. Absences and Leave

- a. Protected leave (including but not limited to FMLA, short-term disability, long-term disability, and workers' compensation) shall not require EPD to provide substitute or temporary SRO coverage.
- b. The District acknowledges that protected medical leave supersedes administrative scheduling preferences.
- c. EPD shall not bill the District for periods of protected leave.
- d. The District shall not be billed for non-school days, breaks, or holidays.
- e. Paid Time Off (PTO) taken while the SRO is actively assigned to the District may be included as a billable personnel cost.

10. Billing and Grant Funded Cost Facilitation

- a. The District shall facilitate obtaining payment from the ADE School Safety Program for actual salary and benefits associated with the SRO during periods when the SRO is actively assigned on campus.
- b. Billing shall occur twice per year based on the school calendar, reflecting August-December and January-May service periods.
- c. Invoices shall reflect actual personnel costs consistent with ADE documentation and grant reimbursement requirements.
- d. The District will coordinate pass-through of ADE funds to EPD, if applicable.
- e. Annually, when requested by the District, EPD will provide a Statement of Salary and Benefits Cost for the SRO currently assigned to Toltec Elementary School for use by the District in requesting funding from ADE.
- f. No billing shall occur for protected medical leave or extended disability periods.

11. ADE School Safety Program Alignment

The District is the ADE School Safety Program grant recipient and is responsible for grant compliance and reporting. The Parties agree this MOU constitutes the "Service Agreement" referenced in the ADE Cooperative Agreement for purposes of documenting roles, reimbursement, and expectations related to the SRO assignment.

12. Modification and Termination

Either Party may request modification or provide written notice of intent to terminate with thirty (30) days notice. Termination shall not relieve the District of obligations related to periods during which the SRO was actively assigned.

13. Notices

Notices shall be delivered to:

If to EPD:

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

If to District:

Superintendent Dr. Michelle Poppen
Toltec School District No. 22
4050 W. Tonto Road
Eloy, AZ 85131

14. Nature of Understanding

This MOU reflects operational coordination and administrative understanding between the Parties and does not create enforceable contractual obligations, remedies, or legal duties. Nothing in this MOU shall be construed to create a contract between the Parties.

15. Entire Understanding

This MOU constitutes the entire understanding regarding the SRO assignment and supersedes prior informal arrangements or understandings.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the day and year set forth below.

City of Eloy

Toltec School District No. 22

By: _____
Signature

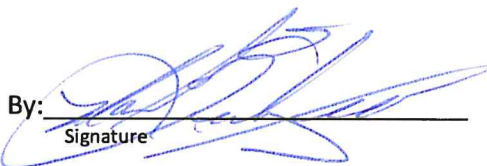
By: 
Signature

Andrew Sutton, Mayor
Printed Name

Superintendent Dr. Michelle Poppen
Printed Name

Date: _____

Date: 2/12/26

By: 
Signature

Mark Lindgren, School Board President
Printed Name

Approved as to form:

Approved as to form:

Signature

Signature

Stephen R. Cooper
Printed Name

Printed Name

Date: _____

Date: _____

CITY OF ELOY

REQUEST FOR COMMISSION ACTION

Agenda Item: **VII.C.**

Date: **2/23/2026**

Date submitted:
02/11/2026

Action: Resolution

Subject: Consider adopting Resolution No. 26-1643 approving Case No. CUP2025-010: AT&T Wireless Communication Tower. A request by Bill Koning of Smartlink, LLC, on behalf of Orlando and Esmeralda D. Jerez, for a Conditional Use Permit (CUP) to allow a Wireless Facility use on a 40-acre property located at 2365 West Hanna Road, and zoned Single-family Residential (R1-43).

Date requested:
2/23/2026

TO: Planning and Zoning Commission

FROM: Dan Symer

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 26-1643 of Case No. CUP2025-010 AT&T Wireless Communication Tower, subject to the attached Conditions of Approval.

DISCUSSION:

Request:

The applicant, Smartlink, LLC, c/o Bill Koning, on behalf of Orlando and Esmeralda D. Jerez, has applied for a Conditional Use Permit (CUP) to allow a Wireless Facility use on the property located at 2365 West Hanna Road. The property contains approximately 40 acres and is zoned Single-family Residential (R1-43). The proposed wireless facility is designed as a palm tree, also known as a mono-palm.

Context

The properties surrounding the subject site are primarily undeveloped, with West Hanna Road abutting the site's north property line. On the north side of West Hanna Road, there are several vacant lots and some existing residential properties. The properties to the east and south are zoned Single Family Residential (R1-43), and the properties on the north side of West Hanna Road are zoned Single Family Residential (R1-6) with the Manufactured Home

overlay.

Direction	General Plan Land Use Map Designation	Existing Property Zoning	Existing Use of the Property
Site	Low Density Residential	Single Family Residential (R1-43)	Undeveloped land
North	Medium Density Residential	Single Family Residential (R1-6) with the Manufactured Home Overlay	Single-family homes and undeveloped land
South	Low Density Residential	Single Family Residential (R1-43)	Undeveloped land
East	Low Density Residential	Multiple Family Residential (R-3) with the Downtown Core Overlay	Undeveloped land
West	Mixed-use	Pinal County General Residential (GR) Zoning	Undeveloped land

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 wireless facility use is not anticipated to be detrimental to the health, safety, or general welfare to persons living or working in the vicinity, or adjacent property. The proposed facility is designed as a fake palm tree and supporting equipment will be provided within a walled yard. In addition, the radio frequency (RF) emissions emitted from the facility is required to comply with the Federal Corporation Commission (FCC) established limits and requirements.***

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 City's General Plan identifies the property as Low Density Residential, which is, "intended to accommodate single-family residential subdivisions with standard typical lot layouts. Development potential of properties within this designation is determined by location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or human-made constraints." Furthermore, the property is zoned Single-family Residential (R1-43), which conforms with the General Plan's land use designation. The proposed wireless facility is allowed in Single-family Residential (R1-43) upon approval of a Conditional Use Permit. The approval of the Conditional Use Permit for the wireless facility use will assist in promoting the goals of the General Plan by providing adequate facilities and services to accommodate current and future growth and provide logical extension of the utility service (GP Goal 3.3.1.4 and 13.11.1.4). Furthermore, the proposed Conditional Use Permit promotes "a community with adequate infrastructure and utilities" (Goal 3.10.1.4.).***

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 wireless facility use is required to be developed and operated as set forth by the Eloy Code, and the Conditions of Approval, and any other applicable requirements.***

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 wireless facility is anticipated to be consistent with the Single-Family Residential (R1-43) zone and the adjacent neighborhood. The facility is proposed to be designed as a palm tree monopole and the ground-mounted equipment is proposed to be screened.***

E. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.

- ***The proposed wireless facility is located adjacent to West Hanna Road, and an access drive will be provided from the road to the facility site. With***

the development of the property, adequate drainage improvements will need to be provided; however, no unforeseen drainage challenges are anticipated. The nearest fire station is located near the intersection of West Giles Street and North Toltec Road, approximately 2.3 miles from the site. Eloy Fire District staff have reviewed the application and do not anticipate challenges in providing adequate fire protection. Driveway access from West Hanna Road to the facility will be required as part of 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 site will be accessed from West Hanna Road. With the development of the property, the developer will be required to construct the necessary access and driveway improvements. The proposed wireless facility use is not anticipated to negatively impact traffic congestion or cause traffic hazards.***

G. The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.

- ***The proposed wireless facility will have an emergency back-up generator that is operated on a regular maintenance schedule and when power is lost to the facility. The facility is not anticipated to generate offensive 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.

- ***The proposed wireless facility is not anticipated to be injurious to the use and enjoyment of the property in the immediate vicinity, nor is it anticipated to substantially diminish 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.

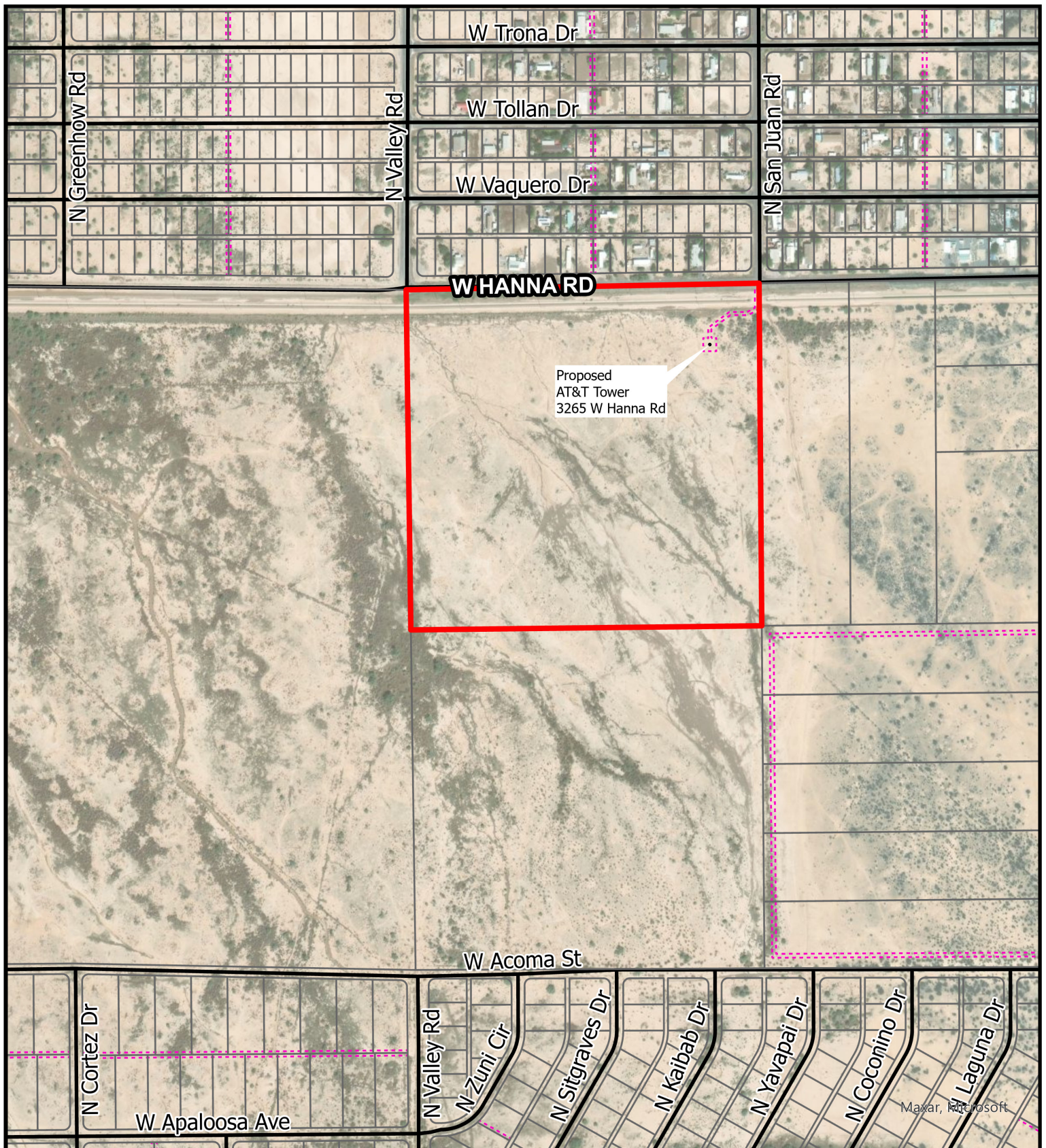
- ***The proposed wireless facility is not anticipated to negatively impact or impede the orderly development of the surrounding properties or uses permitted within the Single-Family Residential (R1-43) zoning district.***

Planning and Zoning Commission Hearing

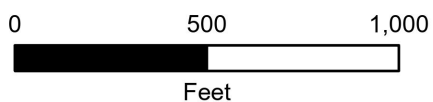
On January 21, 2026, the Planning and Zoning Commission conducted a public hearing on the above-referenced Conditional Use Permit application. No members of the public or the Commission provided comments on the application. The Planning and Zoning Commission recommended approval of the applications, subject to the attached stipulations, with a vote of 7-0.

FISCAL IMPACT:

No fiscal impacts are anticipated from the approval of this application.



Conditional Use Permit Exhibit - Case No: CUP2025-010
AT&T 65' Tower



Legend	
•	Tower Location
	Subject Property
	Easements



Project Name: AZL04882 – Estrella

Nov. 3, 2025

Company: SmartLink on behalf of AT&T

Contact: Bill Koning

Phone: 480-209-0945

Email: bill.koning@smartlinkgroup.com

Cover Letter (Zoning Comments)

Introduction

AT&T is looking to expand coverage in the Estrella area by locating a proposed wireless communications facility at a specific parcel having an APN #: 420-13-0100, as part of a larger coverage project for the Arizona market. This project serves to provide coverage for the Northern Estrella Communities, primarily, as well as the surrounding areas. This project is also looking to expand FirstNet coverage to better aid first responders within the surrounding area.

Site Details

The proposed AT&T facility will be constructed to the max height ceiling for the underlying zone at 65', with the centerline for the antenna equipment being approximately 61'. The tower will be designed to as a stealth palm tree to blend into the existing features of the surrounding environment. The subject property is designated as a R1-43 Estate Residential, and the overall height of the tower will comply with the height parameters set by that zone. The ground equipment for the antenna array will be located within a new, CMU walled off compound, designed to blend in with the environment.

The new antenna array and requisite ground equipment will pull power from the existing power located on the site and will pull new fiber lines. All utilities will be pulled through new utility easements secured by the AT&T from the Landlord for this site and shall be recorded promptly. All access to the site will likewise follow new access easements that shall be recorded between AT&T and the land owner. Time frame for construction is likely to begin mid next year or earlier. No other utility providers besides fiber optic and power providers are necessary for this site.

Landscaping

The site will be located on currently undeveloped property that consists of natural desert landscaping. The site will be surrounded by a block wall in a finished color to blend in with the existing natural desert landscaping. There is currently no water service located on this property to water non-natural landscaping. Due to the factors referenced above, we are asking for a waiver regarding the landscape requirements.

Feasible Alternate Locations

The area of the proposed cell sites consists of larger undeveloped parcels and smaller parcels used for single family homes. Possible alternative locations for a site should this proposed sit not be constructed would be a raw land design similar to the proposed on one of the larger undeveloped parcels. There are no existing vertical elements to collocate on, so any alternative site would be similar in design to the proposed.

Conformance to Codes/Ordinances

The surrounding parcels in the immediate area have the following make-up of zoning designations:

North: R1-6

South: R1-43

East: R1-6

West: Unknown (Arizona State Land Department owned parcel)

Per City of Eloy Code of Ordinance Section 21-4-4.3 Table 4.4-1, Wireless Communications Facilities that are new and freestanding are permitted in Residentially Zoned parcels, provided that a Conditional Use Permit is obtained, the maximum height of the tower is 65' and the tower itself is located 110% tower height from other residential parcels. This site falls under the appropriate criteria for being reviewed under a Conditional Use Permit, being in a Residential zone, away from a residence by more than 110% tower height and for being a 65' tower.

Once the site is installed, foot traffic to the site will be minimal; only for ongoing monthly maintenance by each carrier save for emergency maintenance. All equipment will be operated within noise standards consistent with the city's guidelines.

Once on-air, the WCF will comply with FCC guidelines for human exposure to RF electromagnetic fields, and cumulative exposure from all the facilities will meet FCC guidelines.

- 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 neighborhood, or to the public in general;

Response: Site will be in compliance with FAA regulations.

- 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;

Response: Site will be constructed in an area allowed by the city to provide service to the surrounding area.

- C. The proposed use conforms with conditions, requirements, or standards prescribed by this chapter and other applicable local, state, or federal requirements and;

Response: Site will meet the standards of local, state and federal requirements.

- D. The proposed conditional use shall conform to the neighborhood's character within the same zoning district in which it is located. In making such 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;

Response: The site will be stealthed as a tree to blend in and the ground equipment will be surrounded by a block wall painted a desert color.

- E. Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided;

Response: Site shall be constructed with all the necessary facilities for a safe and operation site.

- F. Adequate measures shall provide ingress and egress designed to minimize traffic hazards and traffic congestion on public roads;

Response: Access to the site will be off W. Hanna road using and exiting dirt road.

- G. The proposed use shall not be noxious or offensive because of vibration, noise, odor, dust, smoke, or gas;

Response: Site will not have odor, dust, smoke or gas. Any noise from the air conditions will be reduced by the surrounding block wall.

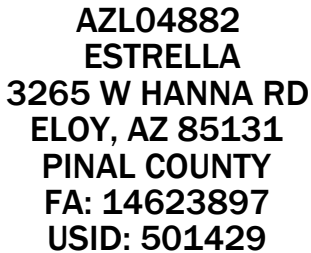
- H. The proposed use shall not be injurious to the use and enjoyment of the property in the immediate vicinity for the purposes of already permitted, nor substantially diminish or impair the property values within the neighborhood;

Response: The site will not affect the surrounding properties.

- I. Establishing the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district;

Response: The site will have no affect on the development and improvement of the surrounding property.

PROJECT TEAM	
<u>CLIENT REPRESENTATIVE</u>	
COMPANY:	SMARTLINK, GROUP
ADDRESS:	10 CHURCH CIRCLE
CITY, STATE, ZIP:	ANNAPOLIS, MD 21401
CONTACT:	MICHAEL HANNA
PHONE:	(951) 319-1341
E-MAIL:	MICHAEL.HANNA@SMARTLINKGROUP.COM
<u>AT&T PROJECT MANAGER</u>	
COMPANY:	AT&T
ADDRESS:	1452 EDINGER AVE, FLR 3
CITY, STATE, ZIP:	TUSTIN CA 9278
CONTACT:	IVAN OCEGUEDA
EMAIL:	IO109K@ATT.COM
<u>ENGINEERING SERVICES</u>	
COMPANY:	SZS ENGINEERING
ADDRESS:	4551 EAST CARRIAGE WAY
CITY, STATE, ZIP:	GILBERT, AZ 85297
CONTACT:	SAM GONZALEZ, P.E.
PHONE:	(480) 528-0914
<u>PROPERTY OWNER</u>	
COMPANY:	JEREZ ORLANDO & ESMERALDA D
ADDRESS:	1104 S JESSE PL
CITY, STATE, ZIP:	CHANDLER, AZ 85249
<u>TOWER OWNER</u>	
COMPANY:	AT&T
ADDRESS:	1365 WEST UNIVERSITY DRIVE
CITY, STATE, ZIP:	MESA, AZ 85201-5419

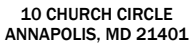


IWM JOB #: WSANM0039729

PROJECT DESCRIPTION	
<u>THIS PROJECT WILL CONSIST OF A NEW AT&T ANTENNA ARRAY LOCATED ON A NEW MONOPALM:</u>	
• INSTALL (1) NEW 10'-6" DOUBLE MONOPOLE TRIPLE T-ARM AND MONOPOLE ATTACHMENT (SITEPRO 1 RMVD10-NPNH) [CONMAT: ANT.55987] • INSTALL NEW SITEPRO 1 MOUNTING KIT - 8BPM-U (2 PER SECTOR, 6 TOTAL). USE WITH 2" SCH 40 (2-7/8" O.D.) X 10'-0" LONG PIPES, CROSSOVER HARDWARE [MT-651-120] (2 PER SECTOR, 6 TOTAL), AND COMMSCOPE RR-FA2 BACK-TO-BACK MOUNTING BRACKETS FOR RRUS (2 PER SECTOR, 6 TOTAL) • INSTALL (1) NEW CELLMAX 120726 ANTENNA IN POSITION #1 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW ERICSSON AIR6472 B77G/B77M WITH INTEGRATED RRU IN POSITION #2 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW CELLMAX 120726 ANTENNA IN POSITION #3 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW ERICSSON 4490 B5/B12A RRU IN POSITION #1 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW ERICSSON 4494 B14/B29 RRU IN POSITION #3 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW ERICSSON 4890 B25/B66 RRU IN POSITION #3 - (3) SECTORS, (3) TOTAL • INSTALL (1) NEW DC9 SURGE PROTECTOR PER SECTOR - (2) SECTORS, (2) TOTAL [CEQ.21427] • INSTALL (1) NEW 48-PAIR OPTICAL FIBER TRUNK, COMMSCOPE RFFT-48SM-001 [CEQ.24348] • INSTALL (4) NEW 6 AWG DC POWER TRUNKS, COMMSCOPE PWRT-606-S [CEQ.14081] • INSTALL (1) NEW RET CABLE FOR 700 RRH (AISG 2.0+ PROTOCOL)	
<u>NEW EQUIPMENT ENCLOSURE AREA:</u>	
• INSTALL NEW AT&T GRAVITY MOUNT PLATFORM (ELECTRO-MECHANICAL INDUSTRIES 1000-0010-0128-FC) WITH EMI OD CABINET GRAVITY PLATFORM (87" X 180"), (8) GRAVITY MOUNT FEET, AND (1) ONE-STEP STAIR UNISTRUT KIT - FACTORY ASSEMBLED, NO CANOPY [NEQ.53675] • INSTALL (1) NEW UL-LISTED 3-BAY WALK-UP CABINET (WUC), VERTIV F2020030 [CEQ.54298], 6KW HEX, MOUNTED ON NEW GALVANIZED GRAVITY MOUNT PLATFORM [CEQ.53675] • INSTALL (1) NEW GENERAC 20KW EMERGENCY BACKUP GENERATOR - COMPACT, NON-CALIFORNIA DIESEL; 120/240VAC; SINGLE-PHASE; 2.2L ENGINE; 103-GAL TANK; L2 ALUMINUM ENCLOSURE, MOUNTED ON NEW GALVANIZED GRAVITY MOUNT PLATFORM [NEQ.53187] • INSTALL (1) NEW GPS ANTENNA ON WUC MOUNTING BRACKET • INSTALL (1) NEW AT&T RAYCAP DC50-48-60-96-50F - 50 HIGH-CAPACITY DC POSITIONS FOR RRU/RRH, 96 LC-LC CONNECTIONS IN ALUMINUM ENCLOSURE [CEQ.54898], MOUNTED TO THE GRAVITY MOUNT PLATFORM • INSTALL NEW 200A ELECTRICAL SERVICE • INSTALL NEW PVC AND RMC UTILITY CONDUITS WITH PULL STRING AND TRACER WIRE FOR FIBER • INSTALL (1) NEW UNDERGROUND EQUIPMENT GROUND RING WITH ASSOCIATED GROUND RODS AND WIRING	
<u>AC/DC SCOPE</u>	
<u>DC POWER PLANT REVIEW:</u>	
• WALK-UP CABINET COMES PRE-INSTALLED WITH NETSURE™ 512 DC POWER SYSTEM EQUIPPED WITH (10) HE 2KW -48VDC RECTIFIERS • NO -58VDC CONVERTERS REQUIRED TO MEET N+1 REDUNDANCY REQUIREMENT	
<u>DC POWER PLAN REVIEW:</u>	
<u>INSTALL DC CIRCUIT BREAKERS (REFER TO DC BREAKER SCHEDULE):</u>	
• (3) 50A - ERICSSON 4490 B5/B12A • (3) 50A - ERICSSON AIR6472 B77G/B77M • (3) 35A - ERICSSON 4494 B14/B29 • (3) 50A - ERICSSON 4890 B25/B66 • (1) 25A - ERICSSON 6601 V2 CHASSIS • (2) 15A - ERICSSON 6672 BBU CARD • (1) 5A - ERICSSON 6610 SITE CONTROLLER • (2) 15A - S9500 SIAD • (1) 10A - CIENA	
<u>BATTERY CHECK:</u>	
• PERMANENT STANDBY GENERATOR INSTALLED • MINIMUM REQUIRED BATTERY BACKUP TIME: 2.0 HOURS • SITE WILL INCLUDE (2) STRINGS (8 CELLS TOTAL) OF NEW ENERSYS 190 AMP-HOUR BATTERIES, INSTALLED IN THE BOTTOM SECTION OF THE NEW DC POWER SYSTEM. CONFIGURED AS (4) CELLS PER STRING AT -48VDC NOMINAL, PROVIDING 2-HOUR RESERVE CAPACITY	
<u>HVAC UNITS:</u>	
• NEW WUC IS PROVIDED WITH PRE-MOUNTED DC-POWERED HEX (HEAT EXCHANGER) PER BAY	



ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T
WIRELESS IS STRICTLY PROHIBITED



EXPIRES: 12/31/2027

1	10-20-25	JX COMMENTS
0	08-28-25	ISSUE FOR ZONING
REV.	DATE	REVISION DESCRIPTION

THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE, THE MANUFACTURERS EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.

PROJECT INFORMATION

3265 W HANNA RD
ELOY, AZ 85131
PINAL COUNTY

FA: 14623897 USID: 501429

CHECKED BY: **SEG**

SHEET TITLE:

TITLE SHEET

1

[illegible]

GENERAL NOTES

DO NOT SCALE DRAWINGS

CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT/ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE; NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

PDF DRAWING ISSUED AS 22X34 SHALL BE PRINTED 50% SCALE CENTERED ON PAGE FOR 11X17 PRINTS.
 PDF DRAWINGS ISSUED 11X17 SHALL BE PRINTED 100% CENTERED.

SITE INFORMATION	
LATITUDE:	32° 49' 13.962" N 32.8205450° N
LONGITUDE:	111° 36' 25.675" W 111.6071319° W
LAT./LONG. TYPE:	NAD 83
GROUND ELEVATION:	1492.1' AMSL (NAVD88)
APN #:	402-13-0100
AREA OF CONSTRUCTION:	50' X 50' COMPOUND LEASE AREA (2500 SQ. FT.)
ZONING/JURISDICTION:	CITY OF ELOY
CURRENT ZONING:	T.B.D.
PROPOSED USE:	UNMANNED TELECOMMUNICATIONS FACILITY
COUNTY:	PINAL
HANDICAP REQUIREMENTS:	FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAPPED ACCESS NOT REQUIRED.

[illegible]

DRIVING DIRECTIONS

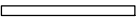
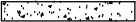
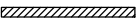
FROM AT&T OFFICE: 1355 WEST UNIVERSITY DRIVE, MESA, AZ 85201-5419:

START BY HEADING SOUTHWEST TOWARD N STANDAGE ON A RESTRICTED USAGE ROAD, THEN TURN RIGHT ONTO N STANDAGE AND LEFT ONTO W UNIVERSITY DR. USE THE LEFT TWO LANES TO TURN LEFT ONTO S PRICE RD, THEN TAKE THE RAMP ONTO AZ-101 LOOP S. CONTINUE ON AZ-101 LOOP S AND MERGE ONTO US-60 W TOWARD PHOENIX USING THE RIGHT TWO LANES. USE THE LEFT TWO LANES TO MERGE ONTO I-10 E TOWARD TUCSON. FOLLOW I-10 E UNTIL YOU REACH EXIT 194 FOR AZ-287/FLORENCE BLVD. TURN LEFT ONTO AZ-287 W/FLORENCE BLVD AND CONTINUE STRAIGHT. TURN RIGHT ONTO S CURRY RD AND PROCEED AS IT TRANSITIONS INTO N ESTRELLA RD. FINALLY, TURN RIGHT ONTO W HANNA RD, WHERE YOUR DESTINATION WILL BE ON THE LEFT.

RFDS DATA	
DESIGN PACKAGE BASED ON RF DATA SHEET	
RFDS NAME: AZL04882	
RFDS DATE: 14-MAR-2024	
WOID: RFDS-24439	
ASSIGNED TO:	
LAST MODIFIED DATE: 29-JAN-2025	
LAST MODIFIED BY: AC7856	
NUMBER OF SECTORS:	3
NUMBER OF ANTENNAS:	9
NUMBER OF RRHS:	9
NUMBER OF FIBER/DC SQUIDS:	2
NUMBER OF OPTICAL TRUNK CABLES:	1
NUMBER OF DC TRUNK CABLES:	4

JURISDICTIONAL APPROVAL

STAFF PLAN DATE
01/21/2026

	NEW ANTENNA		GROUT OR PLASTER
	EXISTING ANTENNA		(E) BRICK
	GROUND ROD		(E) MASONRY
	GROUND BUS BAR		CONCRETE
	MECHANICAL GRND. CONN.		EARTH
	CADWELD		GRAVEL
	GROUND ACCESS WELL		PLYWOOD
	ELECTRIC BOX		SAND
	TELEPHONE BOX		WOOD CONT.
	LIGHT POLE		WOOD BLOCKING
	FND. MONUMENT		STEEL
	SPOT ELEVATION		CENTERLINE
	SET POINT		PROPERTY/LEASE LINE
	REVISION		MATCH LINE
	GRID REFERENCE		WORK POINT
	DETAIL REFERENCE		
	ELEVATION REFERENCE		
	SECTION REFERENCE		

LEGEND

A	AMPERE	EMT.	ELECTRICAL METALLIC TUBING	MTD.	MOUNTED	T.O.F.	TOP OF FOUNDATION
A.B.	ANCHOR BOLT	E.N.	EDGE NAIL	MTG.	MOUNTING	T.O.P.	TOP OF PLATE (PARAPET)
ABV.	ABOVE	ENCL.	ENCLOSURE	MTL.	METAL	T.O.S.	TOP OF STEEL
AC	ALTERNATE CURRENT/AIR CONDITIONER	ENG.	ENGINEER	MTS.	MANUAL TRANSFER SWITCH	T.O.W.	TOP OF WALL
ACCA	ANTENNA CABLE COVER ASSEMBLY	EQ.	EQUAL	N	NEUTRAL	TYP.	TYPICAL
ADD'L	ADDITIONAL	EXST. (E)	EXISTING	(N)	NEW	U.G.	UNDER GROUND
A.F.F.	ABOVE FINISHED FLOOR	EXP.	EXPANSION	NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOC.	U.L.	UNDERWRITERS LABORATORY INC.
A.F.G.	ABOVE FINISHED GRADE	EXT.	EXTERIOR	NO./(#)	NUMBER	UMTS	UNIVERSAL MOBIL TECH. SYS. (3G MOBILE TECH.)
AIC	AMPERE INTERRUPTING CAPACITY	FAB.	FABRICATION(OR)	N.T.S.	NOT TO SCALE	U.N.O.	UNLESS NOTED OTHERWISE
ALUM.	ALUMINUM	FAC.	FACTOR	OBIF	OPTICAL BASEBAND INTERFACE	V	VOLT
ALT.	ALTERNATE	F/A	FIRE ALARM	OH	OVERHEAD	VAC	VOLT ALTERNATING CURRENT
ANT.	ANTENNA	F.F.	FINISH FLOOR	O.C.	ON CENTER	V.I.F.	VERIFY IN FIELD
APPROX.	APPROXIMATE(LY)	F.G.	FINISH GRADE	OPNG.	OPENING	W	WATT OR WIRE
ARCH.	ARCHITECT(URAL)	FIN.	FINISH(ED)	P	POLE	WD	WIDE (WIDTH)
AT.	AMPERE TRIP	FLR.	FLOOR	P/C	PRECAST CONCRETE	W/	WITH
AWG.	AMERICAN WIRE GAUGE	FLUOR	FLUORESCENT	PCS	PERSONAL COMMUNICATION SERVICES	W/O	WITHOUT
BATT.	BATTERY	FDN.	FOUNDATION	PH	PHASE	WD.	WOOD
BD.	BOARD	F.O.C.	FACE OF CONCRETE	PLY.	PLYWOOD	W.P.	WEATHERPROOF
BLDG.	BUILDING	F.O.M.	FACE OF MASONRY	PNLBD	PANELBOARD	WT.	WEIGHT
BLK.	BLOCK	F.O.S.	FACE OF STUD	PPC	POWER PROTECTION CABINET	XFER	TRANSFER
BLKG.	BLOCKING	F.O.W.	FACE OF WALL	PRC	PRIMARY RADIO CABINET	XFMR	TRANSFORMER
BM.	BEAM	F.S.	FINISH SURFACE	PRI	PRIMARY	XLPE	CROSS-LINK POLYETHYLENE
B.N.	BOUNDARY NAILING	FT.(')	FOOT (FEET)	P.S.F.	POUNDS PER SQUARE FOOT	Ⓢ	CENTERLINE
BR.	BRANCH	FTG.	FOOTING	P.S.I.	POUNDS PER SQUARE INCH	Ⓢ	PLATE, PROPERTY LINE
BRKR.	BREAKER	FU	FUSE	P.T.	PRESSURE TREATED		
BTCW.	BARE TINNED COPPER WIRE	G	GROUND	PWR.	POWER (CABINET)		
BTS.	BASE TRANSMISSION SYSTEM	GR	GROWTH (CABINET)	QTY.	QUANTITY		
B.O.F.	BOTTOM OF FOOTING	GA.	GAUGE	RAD.(R)	RADIUS		
B/U	BACK-UP CABINET	GEN.	GENERATOR	RBS	RADIO BASE STATION		
C	CONDUIT	GI.	GALVANIZE(D)				
CAB.	CABINET	G.F.C. I.	GROUND FAULT CIRCUIT INTERRUPTER	RCPT.	RECEPTACLE		
CANT.	CANTILEVER(ED)	GLB. (GLU-LAM)	GLUE LAMINATED BEAM	REF.	REFERENCE		
CB.	CIRCUIT BREAKER	GND	GROUND	REINF.	REINFORCEMENT(ING)		
CDMA	CODE-DIVISION MULTIPLE ACCESS (2G & 3G)	GPS	GLOBAL POSITIONING SYSTEM	REQ'D.	REQUIRED		
CDUK	CONSOLIDATION DISTRIBUTION UNIT KIT	GRND.	GROUND	RGS.	RIGID GALVANIZED STEEL		
C.I.P.	CAST IN PLACE	GSM	GLOBAL SYSTEM MOBILE (2G+ MOBILE TECH.)	RRU	REMOTE RADIO UNIT		
CKT.	CIRCUIT	HDBC	HARD DRAWN COPPER WIRE		(RADIO TRANSCEIVER)		
CLG.	CEILING	HDR.	HEADER	RX-AIT	RECEIVER AIR INTERFACE TRAY		
CLR.	CLEAR	HGR.	HANGER	SAF	SAFETY		
CMU	CONCRETE MASONRY UNIT (JAMB BLOCKS)	HPS	HIGH PRESSURE SODIUM	SCH.	SCHEDULE		
COL.	COLUMN	HT.	HEIGHT	SDBC	SOFT DRAWN BARE COPPER		
CONC.	CONCRETE	ICGB.	ISOLATED COPPER GROUND BUS	SEC	SECONDARY		
CONN.	CONNECTION(OR)	IN.(")	INCH(ES)	SHT.	SHEET		
CONST.	CONSTRUCTION	INT.	INTERIOR	SIM.	SIMILAR		
CONT.	CONTINUOUS	LB.(#)	POUND(S)	S.N.	SOLID NEUTRAL		
d	PENNY (NAILS)	L.B.	LAG BOLTS	SPEC.	SPECIFICATION(S)		
DBL.	DOUBLE	L.F.	LINEAR FEET (FOOT)	SQ.	SQUARE		
DC	DIRECT CURRENT	LG.	LENGTH	S.S.	STAINLESS STEEL		
DEM.	DEMAND	L.	LONG(TUDINAL)	STD.	STANDARD		
DEPT.	DEPARTMENT	LPS	LOW PRESSURE SODIUM	STL.	STEEL		
D.F.	DOUGLAS FIR	LTE	LONG TERM EVOLUTION (4G MOBILE TECH.)	STRUC.	STRUCTURAL		
DIA.	DIAMETER	MAS.	MASONRY	SURF	SURFACE		
DIAG.	DIAGONAL	MAX.	MAXIMUM	SW	SWITCH		
DIM.	DIMENSION	M.B.	MACHINE BOLT	TEL	TELEPHONE		
DWG.	DRAWING(S)	MECH.	MECHANICAL	TEMP.	TEMPORARY		
DWL.	DOWEL(S)	MFR.	MANUFACTURER	THK.	THICK(NESS)		
EA.	EACH	MIN.	MINIMUM	TMAS	TOWER MOUNTED AMPLIFIER		
EGR.	EMERGENCY GENERATOR RECEPTACLE	MISC.	MISCELLANEOUS		(DC SUPPLY VOLTAGE)		
EL.	ELEVATION	MLO	MAIN LUGS ONLY	T.N.	TOE NAIL		
ELEC.	ELECTRICAL			T.O.A.	TOP OF ANTENNA		
ELEV.	ELEVATOR			T.O.C.	TOP OF CURB		

ABBREVIATIONS

1

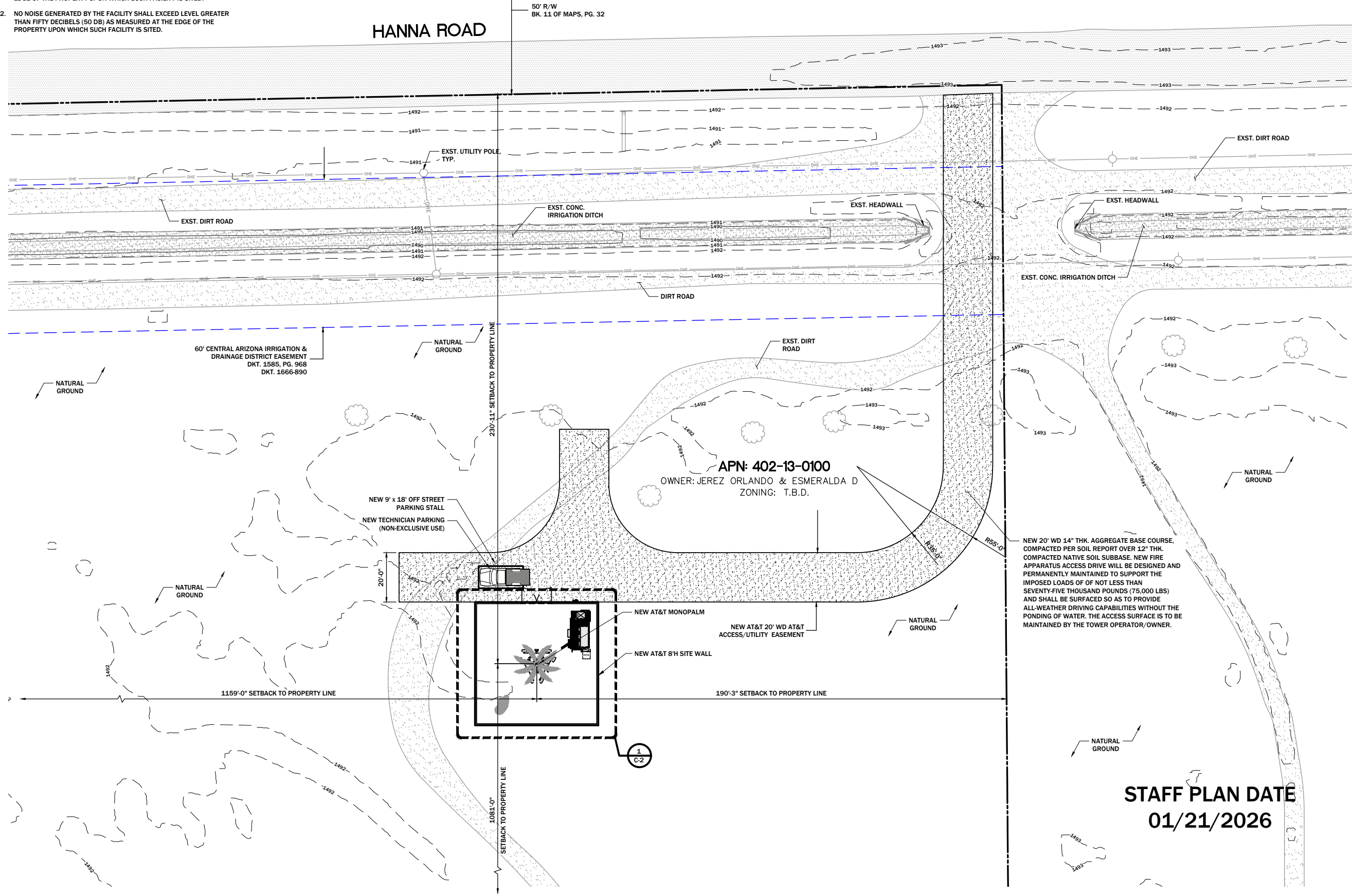
2

1.	THE FACILITY IS AN UNOCCUPIED DIGITAL TELECOMMUNICATION FACILITY.
2.	PLANS ARE NOT TO BE SCALED AND ARE INTENDED TO BE A DIAGRAMMATIC OUTLINE ONLY, UNLESS NOTED OTHERWISE. THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
3.	PRIOR TO THE SUBMISSION OF BIDS, THE CONTRACTORS SHALL VISIT THE JOB SITE AND BE RESPONSIBLE FOR ALL CONTRACT DOCUMENTS, FIELD CONDITIONS AND DIMENSIONS, AND CONFIRMING THAT THE WORK MAY BE ACCOMPLISHED AS SHOWN PRIOR TO PROCEEDING WITH CONSTRUCTION. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE ATTENTION OF THE IMPLEMENTATION ENGINEER AND ENGINEER PRIOR TO PROCEEDING WITH THE WORK.
4.	THE CONTRACTOR SHALL OBTAIN, IN WRITING, AUTHORIZATION TO PROCEED BEFORE STARTING WORK ON ANY ITEM NOT CLEARLY DEFINED OR IDENTIFIED BY THE CONTRACT DOCUMENTS.
5.	THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY INDICATED OTHERWISE OR WHERE LOCAL CODES OR REGULATIONS TAKE PRECEDENCE.
6.	ALL WORK PERFORMED AND MATERIALS INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL GIVE ALL NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. MECHANICAL AND ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS, AND LOCAL AND STATE JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
7.	THE GENERAL CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK, USING THE BEST SKILLS AND ATTENTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES AND PROCEDURES AND FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT INCLUDING CONTACT AND COORDINATION WITH THE IMPLEMENTATION ENGINEER AND WITH THE LANDLORD'S AUTHORIZED REPRESENTATIVE.
8.	SEAL PENETRATIONS THROUGH FIRE RATED AREAS WITH U.L. LISTED AND FIRE CODE APPROVED MATERIALS.
9.	PROVIDE A PORTABLE FIRE EXTINGUISHER WITH A RATING OF NOT LESS THAN 2-A OR 2-A10BC WITHIN 75 FEET TRAVEL DISTANCE TO ALL PORTIONS OF THE PROJECT AREA DURING CONSTRUCTION.
10.	DETAILS ARE INTENDED TO SHOW END RESULT OF DESIGN. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT JOB DIMENSIONS OR CONDITIONS, AND SUCH MODIFICATIONS SHALL BE INCLUDED AS PART OF THE WORK.
11.	REPRESENTATIONS OF TRUE NORTH, OTHER THAN THOSE FOUND ON THE PLOT OF SURVEY DRAWING (SHEET LS1 OR SHEET C-1), SHALL NOT BE USED TO IDENTIFY OR ESTABLISH THE BEARING OF TRUE NORTH AT THE SITE. THE CONTRACTOR SHALL RELY SOLELY ON THE PLOT OF SURVEY DRAWING AND ANY SURVEYOR'S MARKINGS AT THE SITE FOR THE ESTABLISHMENT OF TRUE NORTH, AND SHALL NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE TRUE NORTH ORIENTATION AS DEPICTED ON THE CIVIL SURVEY. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO NOTIFY THE ENGINEER.
12.	THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS TO PROTECT EXISTING IMPROVEMENTS, PAVING, CURBS, VEGETATION, GALVANIZED SURFACES, ETC., AND UPON COMPLETION OF WORK REPAIR ANY DAMAGE THAT OCCURRED DURING CONSTRUCTION TO THE SATISFACTION OF AT&T.
13.	KEEP GENERAL AREA CLEAN, HAZARD FREE, AND DISPOSE OF ALL DIRT, DEBRIS, RUBBISH AND REMOVE EQUIPMENT NOT SPECIFIED AS REMAINING ON THE PROPERTY. LEAVE PREMISES IN CLEAN CONDITION AND FREE FROM PAINT SPOTS, DUST OR SMUDGES OF ANY NATURE.
14.	PENETRATIONS OF ROOF MEMBRANES SHALL BE PATCHED/FLASHED AND MADE WATERTIGHT USING LIKE MATERIALS IN ACCORDANCE WITH NRCA ROOFING STANDARDS AND DETAILS. CONTRACTOR SHALL OBTAIN DETAILING CLARIFICATION FOR SITE-SPECIFIC CONDITIONS FROM ENGINEER, IF NECESSARY, BEFORE PROCEEDING.
15.	BEFORE ORDERING AND/OR BEFORE FABRICATING/CONSTRUCTING/INSTALLING ANY ITEMS, VERIFY THE TYPES AND QUANTITIES.
16.	CONTRACTOR SHALL PROVIDE SITE FOREMAN WITH A CELLULAR PHONE AND PAGER, AND KEEP SAME ON SITE WHENEVER PERSONNEL ARE ON SITE.
17.	THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS ON THE SITE AND NOTIFY THE PROJECT MANAGER OF ANY DISCREPANCIES BEFORE STARTING ANY WORK.
18.	CONTRACTOR TO PROVIDE COMPLETE SET OF AS BUILT DRAWINGS WITHIN 10 WORKING DAYS OF PROJECT COMPLETION.
19.	CONTRACTOR IS TO EXCAVATE 6" BELOW EXISTING GRADE AND SPRAY WITH WEED CONTROL. REPLACE WITH CLASS II AGGREGATE BASE AND CRUSHED WASHED ROCK, AS SPECIFIED ON SITE PLAN.
20.	CONTRACTOR SHALL PROVIDE TOILET FACILITY DURING ALL PHASES OF CONSTRUCTION.
21.	PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OR THE FABRICATION OF MATERIALS TO BE INSTALLED AT THE SITE, THE CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS INCLUDING AS-BUILT DIMENSIONS OF EXISTING STRUCTURES OR STRUCTURAL ELEMENTS HAVING A BEARING ON THE SCOPE OF THE WORK TO BE PERFORMED. IF ANY DISCREPANCY IS FOUND BETWEEN THE VARIOUS ELEMENTS OF THE WORKING DRAWINGS AND THE DIMENSIONS OR CONDITIONS FOUND TO BE EXISTING IN THE FIELD, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OBTAIN DESIGN RESOLUTION PRIOR TO PROCEEDING WITH THE PORTION(S) OF THE WORK AFFECTED. THE CONTRACTOR SHALL ASSUME SOLE LIABILITY FOR ANY FAILURE TO SO NOTIFY THE ENGINEER AND OBTAIN RESOLUTION BEFORE PROCEEDING.
STAFF PLAN DATE 01/21/2026	
GENERAL NOTES	

 1355 WEST UNIVERSITY DRIVE MESA, AZ 85201-5419	
THE INFORMATION CONTAINED IN THIS SET OF DRAWINGS IS PROPRIETARY & CONFIDENTIAL TO AT&T WIRELESS ANY USE OR DISCLOSURE OTHER THAN AS IT RELATES TO AT&T WIRELESS IS STRICTLY PROHIBITED	
 10 CHURCH CIRCLE ANNAPOLIS, MD 21401	
 4551 EAST CARRIAGE WAY GILBERT, AZ 85297	
 EXPIRES: 12/31/2027	
1	10-20-25 JX COMMENTS
0	08-28-25 ISSUE FOR ZONING
REV.	DATE REVISION DESCRIPTION
THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURES RECOMMENDATIONS AND SPEC'S, UNLESS SPECIFICALLY STATED OTHERWISE. THE MANUFACTURES EQUIPMENT INSTALLATION SPEC'S SHALL ALWAYS BE VERIFIED BY THE CONTRACTOR BEFORE INSTALLATION.	
PROJECT INFORMATION: AZL04882 ESTRELLA 3265 W HANNA RD ELOY, AZ 85131 PINAL COUNTY	
FA: 14623897 USID: 501429	
DRAWN BY: JR	CHECKED BY: SEG
SHEET TITLE: GENERAL NOTES, ABBREVIATIONS & LEGEND	
T-2	
REV.: 1	

SITE GENERAL NOTES

1. PER SECTION 21-4-4.5.N. NO PERMIT (CONDITIONAL OR ADMINISTRATIVE USE PERMIT) SHALL BE ISSUED FOR ANY FACILITY WHICH GENERATES A NOISE LEVEL GREATER THAN FIFTY DECIBELS (50 DB) AS MEASURED AT THE EDGE OF THE PROPERTY UPON WHICH SUCH FACILITY IS SITED.
2. NO NOISE GENERATED BY THE FACILITY SHALL EXCEED LEVEL GREATER THAN FIFTY DECIBELS (50 DB) AS MEASURED AT THE EDGE OF THE PROPERTY UPON WHICH SUCH FACILITY IS SITED.



SITE PLAN

OWNERSHIP OF DOCUMENTS: THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS IN INSTRUMENT OF PROFESSIONAL SERVICE, ARE THE PROPERTY OF AT&T. AND ARE NOT TO BE USED, IN WHOLE OR IN PART, FOR OTHER PROJECTS WITHOUT THE WRITTEN AUTHORIZATION OF AT&T. IT IS UNLAWFUL FOR ANY PERSON TO AMEND ANY ASPECT OF THESE DRAWINGS UNLESS THEY HAVE THE APPROVAL OF THE LICENSED PROFESSIONAL IN WRITING.



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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10 CHURCH CIRCLE
ANNAPOLIS, MD 21401



4551 EAST CARRIAGE WAY
GILBERT, AZ 85297



EXPIRES: 12/31/2027

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PROJECT INFORMATION:

AZL04882
ESTRELLA
3265 W HANNA RD
ELOY, AZ 85131
PINAL COUNTY

FA: 14623897 USID: 501429

DRAWN BY: JR CHECKED BY: SEG

SHEET TITLE:

SITE PLAN

C-1

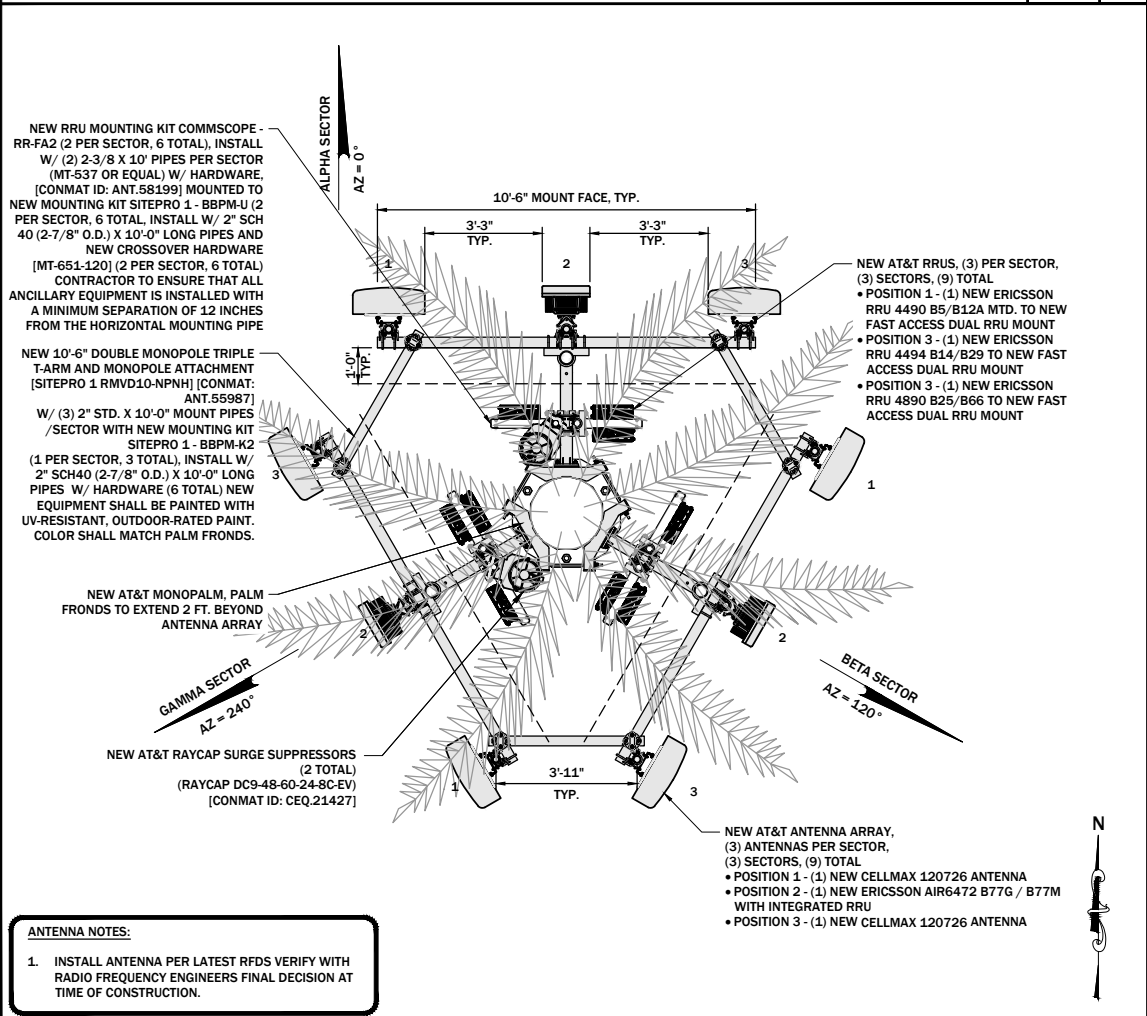
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22"x34" SCALE: 1" = 20'-0"
11"x17" SCALE: 1" = 40'-0"

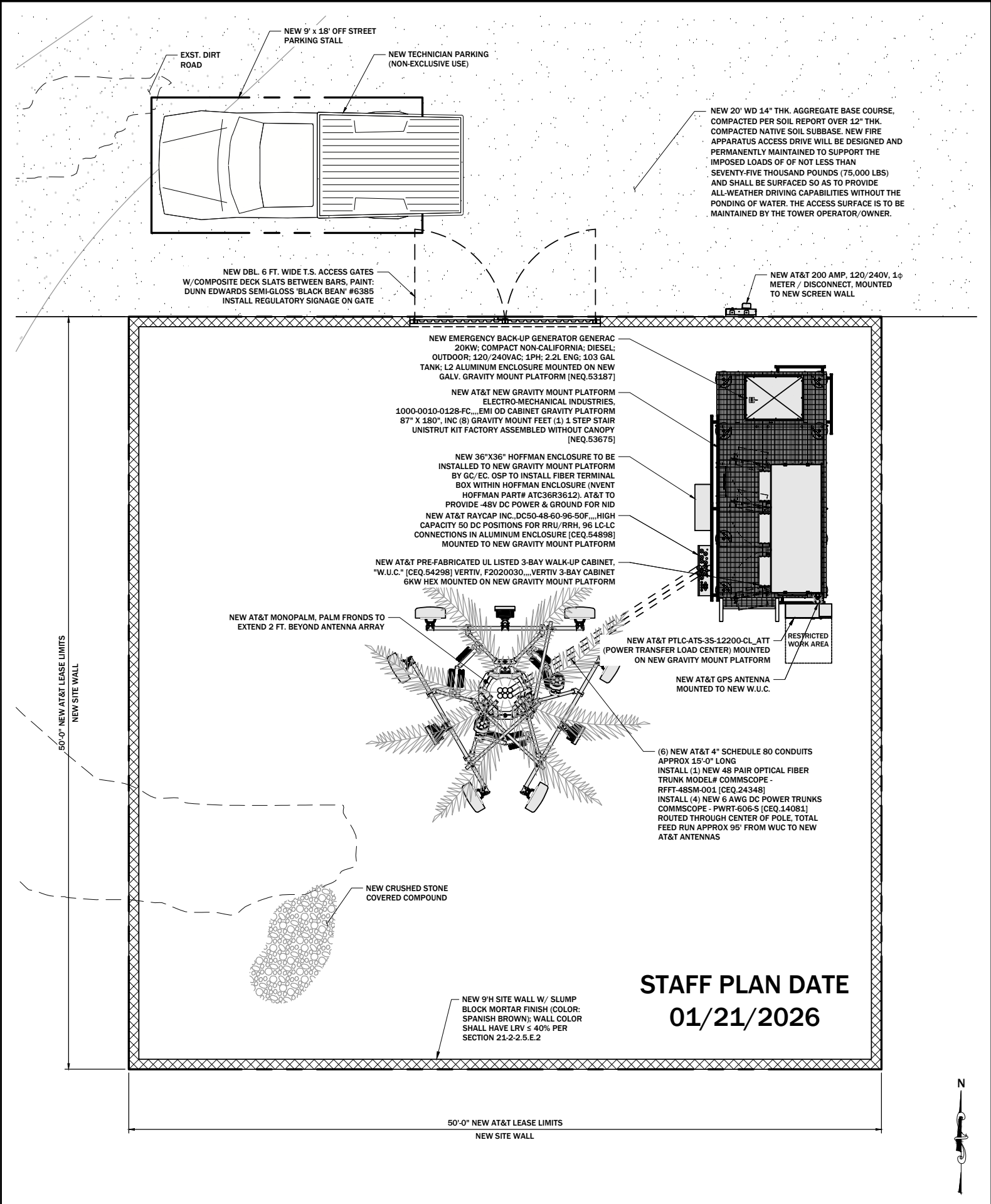
1

ANTENNA SCHEDULE				
	ANTENNA MODEL NUMBER	RAD CTR	AZIMUTH	RRH MODEL NUMBER
ALPHA SECTOR				
POSITION 1	CELLMAX 120726	61'	0°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	63.5'	0°	-
POSITION 3	CELLMAX 120726	61'	0°	ERICSSON 4494 B14/B29 ERICSSON 4890 B25/B66
BETA SECTOR				
POSITION 1	CELLMAX 120726	61'	120°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	63.5'	120°	-
POSITION 3	CELLMAX 120726	61'	120°	ERICSSON 4494 B14/B29 ERICSSON 4890 B25/B66
GAMMA SECTOR				
POSITION 1	CELLMAX 120726	61'	240°	ERICSSON 4490 B5/B12A
POSITION 2	ERICSSON AIR6472 B77G / B77M	63.5'	240°	-
POSITION 3	CELLMAX 120726	61'	240°	ERICSSON 4494 B14/B29 ERICSSON 4890 B25/B66

ANTENNA CONFIGURATION TABLE	NOT TO SCALE	3
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ANTENNA LAYOUT	22"x34" SCALE: 3/8" = 1'-0" 11"x17" SCALE: 3/16" = 1'-0"	2
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EQUIPMENT PLAN	22"x34" SCALE: 1/4" = 1'-0" 11"x17" SCALE: 1/8" = 1'-0"	1
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1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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4551 EAST CARRIAGE WAY
GILBERT, AZ 85297



EXPIRES: 12/31/2027

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AZL04882 ESTRELLA 3265 W HANNA RD ELOY, AZ 85131 PINAL COUNTY		
FA: 14623897		USID: 501429
DRAWN BY: JR		CHECKED BY: SEG
SHEET TITLE: EQUIPMENT PLAN AND ANTENNA LAYOUT		
C-2		1

STRUCTURAL AND MOUNT ANALYSIS NOTES:

1. THE DESIGN DEPICTED IN THESE DRAWINGS IS VALID WHEN ACCOMPANIED BY A CORRESPONDING PASSING STRUCTURAL AND MOUNT ANALYSIS.
2. CONSTRUCTION MANAGER / GENERAL CONTRACTOR SHALL REVIEW THE STRUCTURAL AND MOUNT ANALYSES FOR ANY CONDITIONS PRIOR TO INSTALLATION.
3. ANY REQUIRED MOUNT MODIFICATION DESIGN OR MOUNT REPLACEMENT SHALL BE APPROVED BY EOR.

INSTALLER NOTES:

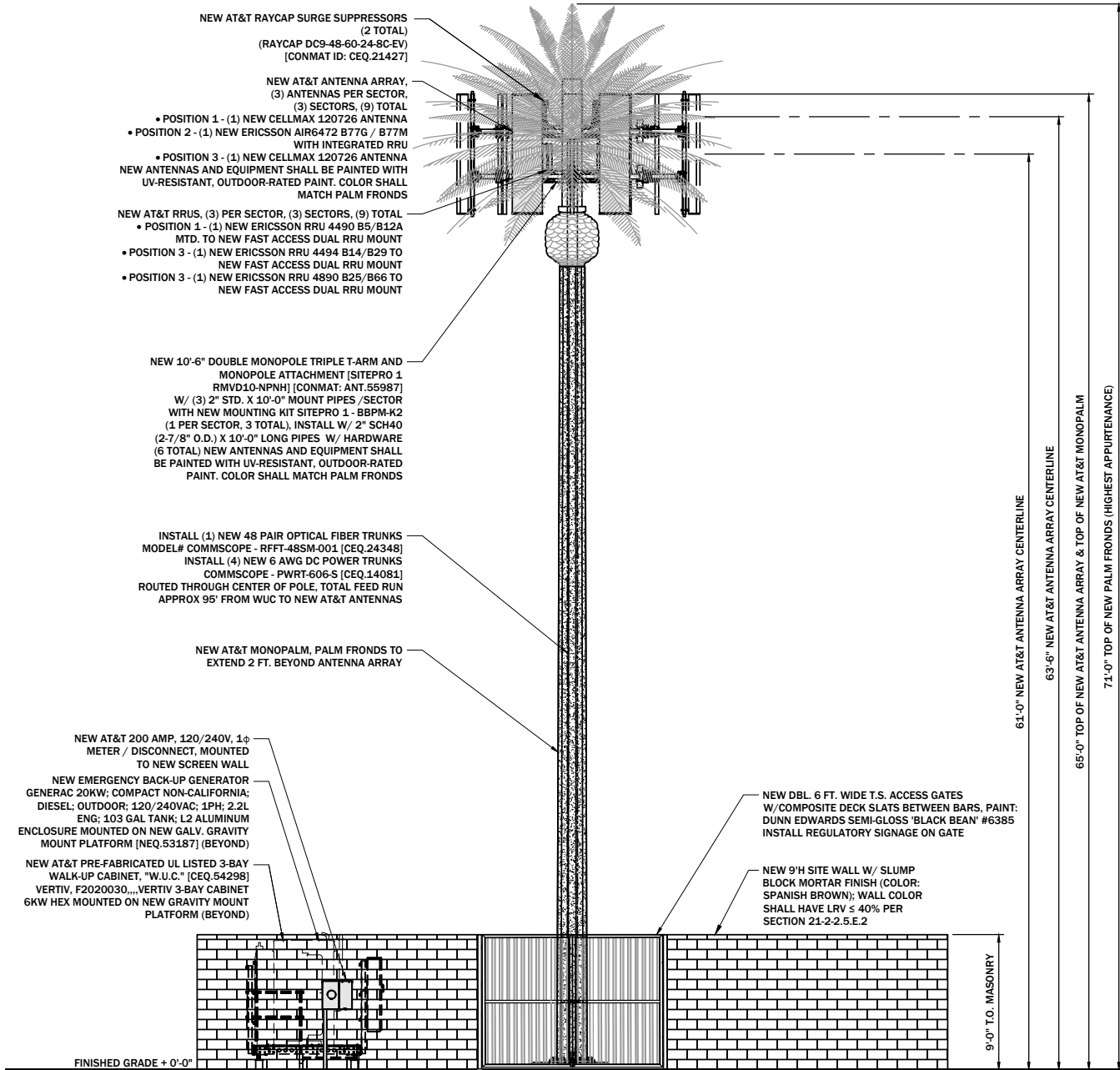
1. NEW ANTENNAS AND EQUIPMENT SHALL BE PAINTED WITH UV-RESISTANT, OUTDOOR-RATED PAINT. COLOR TO MATCH PALM FRONDS.
2. C-BAND EQUIPMENT EXEMPT FROM MODIFICATION. NO PAINT OR STEALTH SOCK APPLICATION PERMITTED ON C-BAND COMPONENTS.

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NORTH ELEVATION

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"



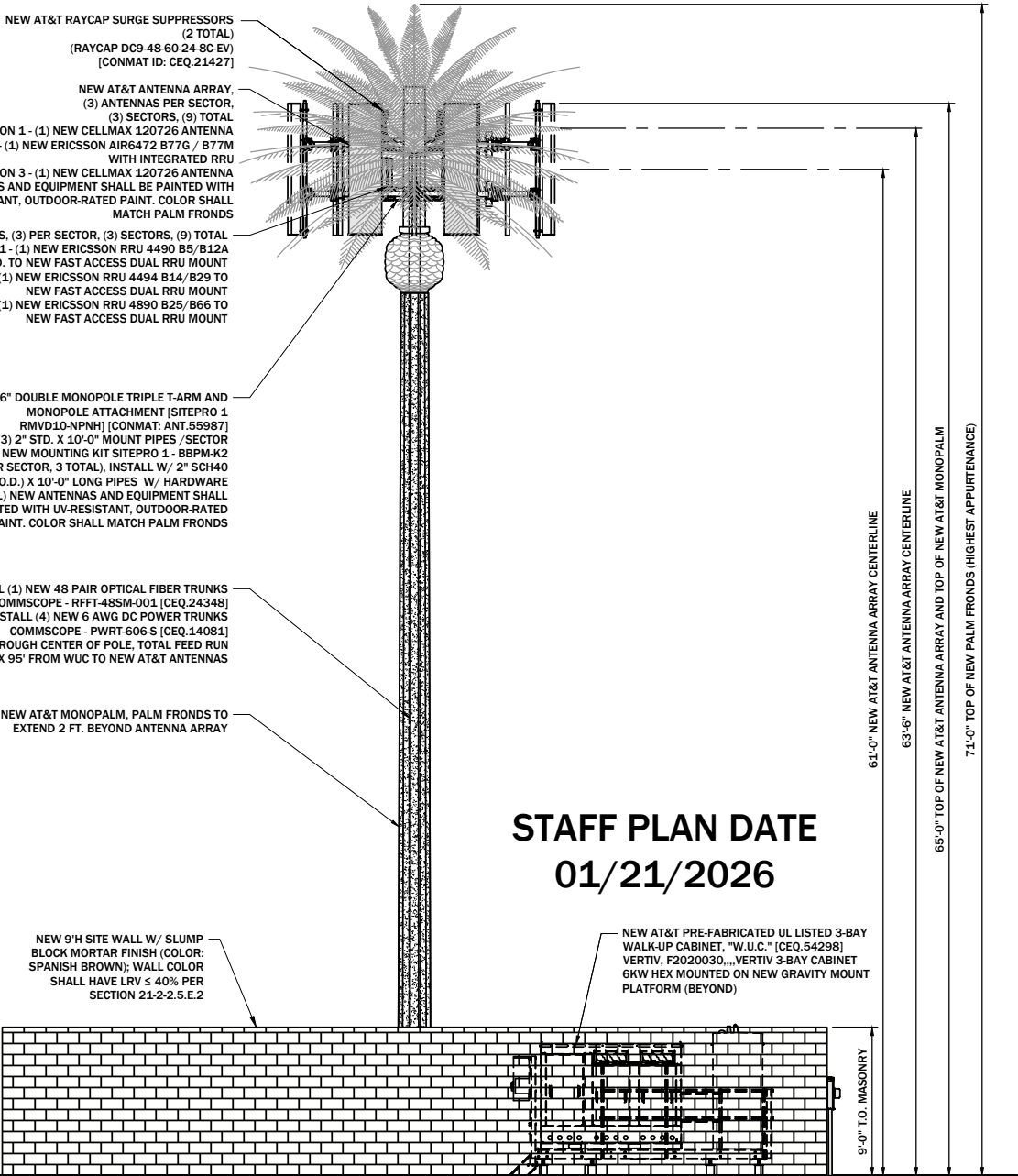
1

EAST ELEVATION

22"x34" SCALE: 3/16" = 1'-0"
11"x17" SCALE: 3/32" = 1'-0"



2



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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ANNAPOLIS, MD 21401



4551 EAST CARRIAGE WAY
GILBERT, AZ 85297



EXPIRES: 12/31/2027

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PROJECT INFORMATION:

AZL04882
ESTRELLA
3265 W HANNA RD
ELOY, AZ 85131
PINAL COUNTY

FA: 14623897 USID: 501429

DRAWN BY: JR CHECKED BY: SEG

SHEET TITLE:

PROJECT ELEVATIONS

C-3

1



NORTH ELEVATION

NOT TO SCALE

1



EAST ELEVATION

NOT TO SCALE

2

STAFF PLAN DATE
01/21/2026



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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EXPIRES: 12/31/2027

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AZL04882
ESTRELLA
3265 W HANNA RD
ELOY, AZ 85131
PINAL COUNTY

FA: 14623897 USID: 501429
DRAWN BY: **JR** CHECKED BY: **SEG**

SHEET TITLE:
PROJECT ELEVATIONS
COLOR RENDERED

C-4

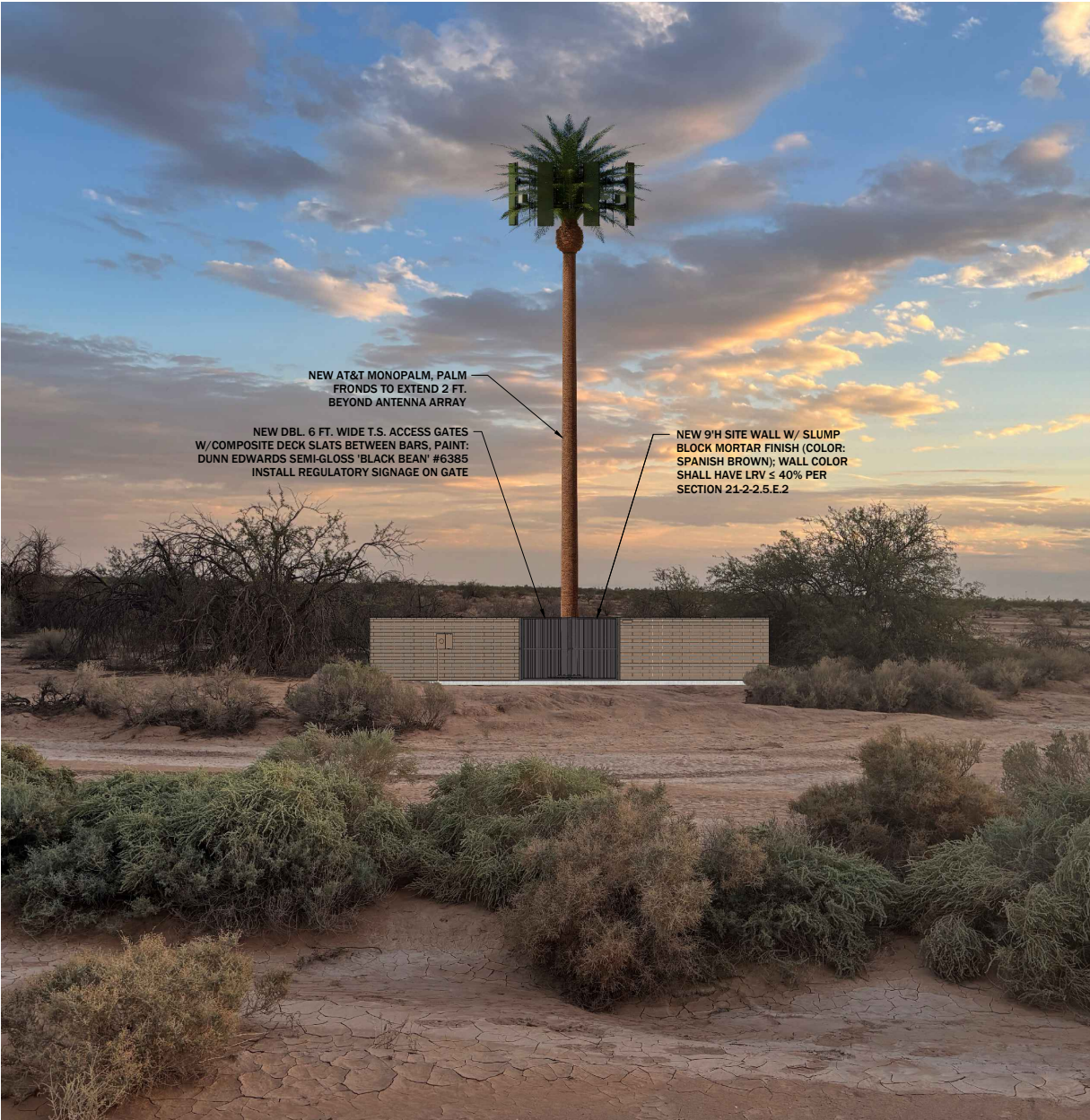
1



NORTH ELEVATION EXISTING

NOT TO SCALE

1



STAFF PLAN DATE
01/21/2026

NORTH ELEVATION NEW

NOT TO SCALE

2



1355 WEST UNIVERSITY DRIVE
MESA, AZ 85201-5419

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AZL04882
ESTRELLA
3265 W HANNA RD
ELOY, AZ 85131
PINAL COUNTY

FA: 14623897 USID: 501429
DRAWN BY: **JR** CHECKED BY: **SEG**

SHEET TITLE:
PROJECT ELEVATIONS
PHOTO RENDERED

C-5

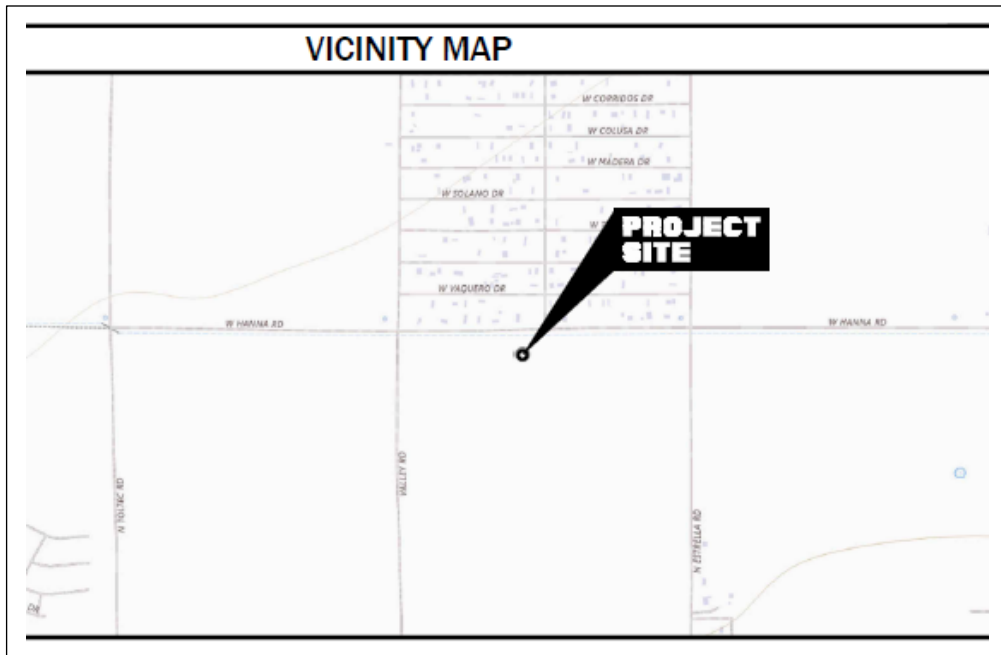
1



AZL04882 (Wireless Communication Facility)

3265 W. Hanna Rd., Eloy, AZ 85131

Citizen Review Report



A Citizen Notification letter was sent out to residents within 300' of the property lines of the subject parcel. This letter had a narrative describing the proposal and information for the scheduled community meeting that included the Date, time and Location. This letter went to 47 residents in the area. A sign also posted on the property with information about the proposed site. A Neighborhood meeting was held on Wednesday, Oct. 8, 2025 @ 6pm at 3265 W. Hanna Rd., Eloy, AZ 85131. No one attended the meeting. We have not received any responses.

RESOLUTION NO.: 26-1643

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING CASE NO. CUP2025-010: AT&T WIRELESS COMMUNICATION TOWER, A CONDITIONAL USE PERMIT TO ALLOW WIRELESS FACILITY ON A PROPERTY LOCATED AT 2365 WEST HANNA ROAD, ELOY, ARIZONA, AND CONSISTING OF APPROXIMATELY 40-ACRES WITH SINGLE-FAMILY RESIDENTIAL (R1-43) ZONING.

WHEREAS, The applicant, Bill Koning of Smartlink, LLC, on behalf of Orlando and Esmeralda D. Jerez, has applied for a Conditional Use Permit, Case No. CUP2025-010: AT&T Wireless Communication Tower, to allow a Wireless Facility on site that consists of approximately 40-acres located at 2365 West Hanna Road, Eloy, Arizona, as delineated in Exhibit 1; and

WHEREAS, the Eloy Planning and Zoning Commission held a public hearing on January 21, 2026; 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 February 23, 2026;

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. CUP2025-010. 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 all of the 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 February 23, 2026.

APPROVED:

Mayor Andrew Sutton

ATTEST:

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

Stephen Cooper, City Attorney

Exhibit 1
Location Map

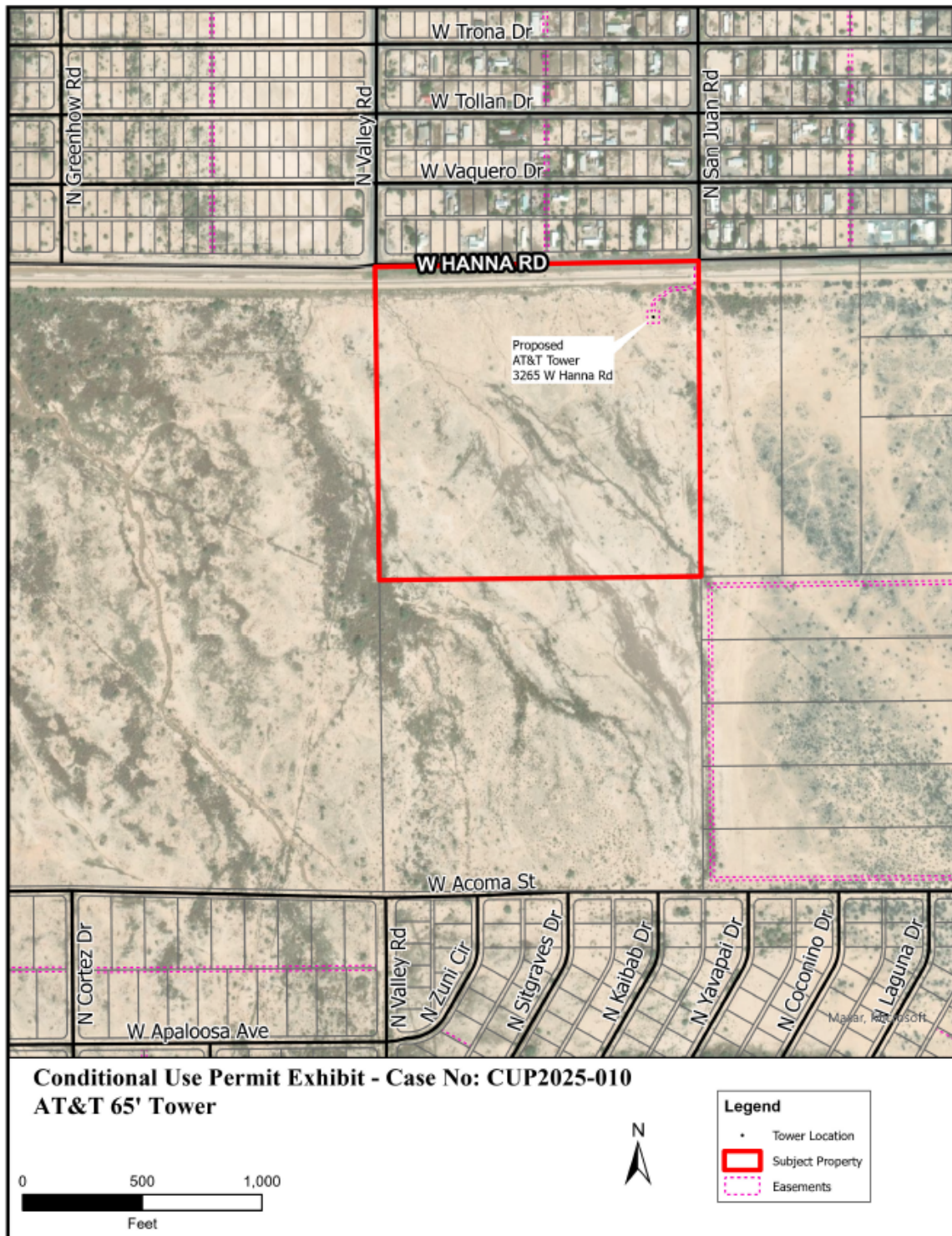


EXHIBIT 2

Conditions of Approval for Conditional Use Permit:

Case No. CUP2025-010

AT&T Wireless Communication Tower

These stipulations are in order to protect the public health, safety, and welfare of the City of Eloy.

SITE DEVELOPMENT

1. **DEVELOPMENT PLAN.** The wireless facility improvements shall conform to the plans with a staff date of 01/21/2026 attached to the City Council, and to the Condition of Approvals herein.
2. **MODIFICATIONS.** Any major changes or modifications to the subject CUP shall be reviewed and processed in accordance with the 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. **EXPIRATION.** The Conditional Use Permit (Case No. CUP2024-002) shall expire on *(the date will determined with the City Council approval, which shall be two years)*, unless the Conditional Use Permit has been used or extended by the City Council.
4. **MONOPOLE DESIGN.** To the satisfaction of the Community Development Director:
 - a. The monopole surface shall have a pseudobark textured finish and appearance representative of a real palm tree;
 - b. The pseudo palm tree crown shall accurately represent the size and appearance of a real palm tree crown;
 - c. All equipment and structural mounts within and near the palm fronds shall have a color that matches the fronds;
 - d. All fronds shall extend a minimum of three (3) feet beyond each adjacent antenna array;
 - e. To minimize the appearance of the antenna arrays, additional fronds shall be added by the developer to the structure prior to receiving a final planning and zoning inspection approval of the building permit.
5. **INTERNAL DRIVE AND TURNAROUND.** All internal drives and turnarounds 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.
6. **SCREENING.** All equipment and structures (e.g., generators, electricity, controllers, cabinets, etc, but excluding monopole) shall be screened to the height of the tallest screened item, plus one foot, by a minimum opaque wall.
7. **SCREENWALL AND GATE COLOR.** The color of the screenwall and gate(s) shall be a desert color, and shall have a light reflective value (LRV) of 40 or less.
8. **SITE PLAN.** The Property Owner/Developer shall obtain the Zoning Administrator's or designee's approval for the Site Plan prior to submitting the construction documents for any part of the wireless facility improvements.

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.D.**

Date: **2/23/2026**

Date submitted:
02/17/2026

Action: Formal

Subject: Consideration and Possible Action to Approve the First Amendment to the Purchase and Sales Agreement (PSA) with Eloy Community Development Partners, LLC and the City of Eloy for the Purchase of 81 +/- Acres of City Owned Property Located at the Northwest Corner of Houser Road and 11 Mile Corner Road.

Date requested:
2/23/2026

TO: Mayor and City Council

FROM: Mackenzie Letcher, Assistant City Manager

RECOMMENDATION:

Staff recommends that the Mayor and Council Approve the First Amendment to the Purchase and Sales Agreement (PSA) With Eloy Community Development Partners, LLC for the Purchase of 81 +/- Acres of City Owned Property Located at the Northwest Corner of Houser Road and 11 Mile Corner Road.

DISCUSSION:

On April 28, 2025, the City of Eloy ("Seller") entered into a Real Property Purchase and Sale Agreement (PSA) with Eloy Community Development Partners, LLC ("Buyer") for approximately 81 +/- acres located at the northwest corner of Houser Road and 11 Mile Corner Road (APN 404-27-0150).

The PSA established the purchase price of \$1,486,000 and outlined the escrow process, deposits, feasibility period, and closing terms. The Agreement provided the Buyer a defined feasibility period during which the Buyer may conduct due diligence activities, pursue entitlements, and evaluate the property prior to closing.

The proposed First Amendment to the PSA (February 2026) modifies certain provisions of the original agreement related specifically to the Feasibility Period.

The First Amendment provides the following key modifications:

1. **Extension of Feasibility Period:** The Feasibility Period is extended through May 18, 2026, unless the Seller provides written notice of non-approval.
2. **Deposit Terms During Extension:** The Buyer's initial deposit remains fully refundable through the expiration of the extended Feasibility Period.

3. **All Other Terms Remain in Effect:** Except as expressly amended, all other provisions of the original PSA remain in full force and effect.

Rationale for staff recommendation:

- The amendment allows additional time for the Buyer to complete due diligence, entitlement coordination, and project planning associated with the proposed mixed-use development.
- The extension does not modify the original purchase price of \$1,486,000 as established in the original PSA.
- The extension maintains the structure of the original agreement, while providing flexibility to ensure the project proceeds in a coordinated and collaborative manner.
- No other substantive economic terms of the PSA are changed.
- Approval supports the continued advancement of the City's development objectives for the specified area.

FISCAL IMPACT:

The immediate fiscal impact of approving this amendment would be a 90-day delay in the City receiving the nonrefundable \$20,000 deposit, and would only apply if the Buyer elects to proceed beyond the feasibility period at the expiration of the extension.

Approved as to Form:



Stephen R. Cooper, City Attorney

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Amendment**”) is made effective as of February __, 2026 (the “**Effective Date**”), by and between City of Eloy (“**Seller**”), and Eloy Community Development Partners, LLC, an Arizona limited liability company (“**Buyer**”).

RECITALS

A. Seller and Buyer are parties to that certain Real Property Purchase and Sale Agreement and Joint Escrow Instructions dated May 12, 2025 (the “**Purchase Agreement**”).

B. Seller and Buyer now desire to amend the Purchase Agreement to address the extension of the Feasibility Period.

AMENDMENT

1. Capitalized terms used in this Amendment shall have the meanings set forth in the Purchase Agreement unless expressly provided in this Amendment.

2. Effective upon Buyer’s delivery of this Amendment to Seller, the Feasibility Period is automatically extended until the earlier of (a) May 18, 2026, or (b) the date Seller delivers written notice to Buyer that Seller has not approved this Amendment. If Seller approves this Amendment, the Feasibility Period shall continue through May 18, 2026, without further action by the parties.

3. Buyer’s Initial Deposit shall remain fully refundable until the expiration of the Feasibility Period as extended herein. If Seller does not approve this Amendment, the Initial Deposit shall be promptly refunded to Buyer.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The parties’ execution of this Amendment may be evidenced by electronic signatures. All the terms, provisions and conditions of the Purchase Agreement which are not expressly modified or amended hereby (or which, in context, must be deemed modified or amended hereby) shall remain in full force and effect. In the event of any conflict between the Purchase Agreement and this Amendment, the provisions of this Amendment shall control.

[The remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

BUYER:

Eloy Community Development Partners, LLC, an
Arizona limited liability company Managers:

Coast2Coast Equities Inc. (Fla. Inc.)

By: Stephen Matley, President AND

Douglas & Sons Development Group LLC (Fla. LLC)

By: Douglas Miller, Manager

Signed by:

Stephen Matley

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SIGNATURE

Stephen Matley, President

Coast2Coast Equities, Inc.

DocuSigned by:

Doug Miller

1B3D6986D63842B

SIGNATURE

Douglas Miller, Manager

Douglas & Sons Development Group LLC

SELLER:

City of Eloy, Pinal County, Arizona

SIGNATURE

Andrew Sutton, Mayor and for the City of Eloy,
authorized signatory with proper City approval in place

REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is entered into this 12th day of May, 2025 (referred to herein as ("**Effective Date**") by and between Eloy Community Development Partners, LLC, an Arizona LLC, or assignee ("**Buyer**"), and City of Eloy ("**Seller**"). Buyer and Seller are sometimes jointly referred to as the "Parties".

RECITALS

A. Seller is the owner of approximately 81+/- acres (est. 67.7-acre net) of real property located at the northwest corner of Houser Rd. and 11 Mile Corner Rd., in the City of Eloy, County of Pinal, State of Arizona, commonly known as Assessor's Parcel Number(s) 404-27-0150 ("**Property**"), and more particularly described in the "Legal Description" attached hereto as Exhibit "A"

B. The City issued a request for proposal ("RFP") for a development team to acquire and develop the Property as a Mixed-use project with a combination of residential, and a commercial/retail element, attached hereto as Exhibit "B". The Property is within a recognized Eloy expansion and development area, where the City's goal is to support growth through infrastructure investment and partnerships with the development community.

C. The City has selected the Buyer pursuant to the RFP to acquire and develop the property as conceptually provided in the Buyer's Response to the RFP, titled City of Eloy, RFP Eloy 78, dated April 5, 2024 ("Response"), attached hereto as Exhibit "C".

D. Buyer desires to purchase the Property and Seller desires to sell the Property pursuant to the terms and conditions set forth in this Agreement and in the Response.

NOW, THEREFORE, in consideration of the above paragraph and Recitals, which are incorporated as though set forth in full, further in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. **Property** means collectively the real Property identified in Exhibit "A", all improvements presently existing on and/or in the Property, and all water and mineral rights on, in, over, under or otherwise part of and/or appurtenant to the Property as owned (and/or controlled thereon) by Seller, excepting any items specifically exempted/excluded therein

2. **Purchase and Sale.**

Seller agrees to sell, and Buyer agrees to purchase the Property on and subject to the terms and conditions set forth in this Agreement. Buyer has disclosed and hereby confirms that Buyer

intends to obtain entitlement, rezone, divide and/or otherwise create and/or obtain benefits on, in, under and/or for the Property, and resell, in part or in whole, to future separate Purchasers, for their independent building/development. Buyer intends to partner with multiple subsequent purchasers for development. Seller agrees to sell based on these Buyer's representations which are a material inducement to Seller to enter into this agreement. This Agreement shall supplement, modify and/or implement the terms and conditions of the Response pursuant to the terms hereof.

3. **Purchase Price.**

The total purchase price for the property shall be One Million Four Hundred Eighty-Six Thousand Dollars (\$1,486,000) as the total purchase price ("Purchase Price"), without reduction to the acreage listed in the Assessor's Parcel Number(s) 404-27-0150, to be paid in full, all cash (including credit for all deposits) at Close of Escrow.

Deposits:

(a) **Initial:** Buyer shall deposit the sum of One Thousand Dollars (\$1,000) Initial Deposit with Escrow, to open Escrow.

(b) **Confirmation:** Buyer shall deposit the sum of Twenty Thousand Dollars (\$20,000) as the Feasibility Deposit with Escrow, at the end of the two hundred and seventy (270) day Feasibility Period identified below. The deposit shall be released by Escrow to Seller. Said funds, when released, are nonrefundable, but are and shall be applicable to the purchase price.

(c) **Continuing:** Buyer shall deposit the sum of Ten Thousand Dollars (\$10,000) as Additional Deposit every ninety (90) days following the completion of the Feasibility Period (i.e. first \$10,000 deposit 90 days after the \$20,000 deposit at end of Feasibility) until the Close of Escrow. These deposits shall be released by Escrow to Seller. Said funds, when released, are nonrefundable, however, they are applicable to the purchase price.

(d) **TOTAL Consideration:** At close of Escrow, the total consideration / the purchase price- shall be the balance on the One Million Four Hundred and Eighty-Six Thousand Dollars (\$1,486,000), after applying (crediting) ALL deposits to Buyer, except the three (3) Escrow Extensions.

4. **Escrow.**

(a) Buyer and Seller will submit this Agreement to Escrow as and for part of the Escrow instructions, and the Escrow shall be with Tish Sopha as the Escrow Agent (in Casa Grande), at First American Title Company. Buyer and Seller shall acknowledge and execute Escrow's general instructions together with this Agreement; however, any conflict with general instructions shall be resolved in favor of this Agreement. Escrow Date shall be the date this Agreement, fully (both parties) executed, is submitted to Escrow together with the Initial Deposit. Close of Escrow shall take place on or before the timeframe

outlined in section 8 (a), subject to extensions provided herein.

(b) The Seller may approve the Buyer's request to extend the close of escrow three (3) times, as outlined in section 8 (a), each such extension for sixty (60) days. Each notice of extension shall be made in writing, and submitted to Escrow, and be accompanied by a Fifteen Thousand Dollars (\$15,000) deposit. Each such deposit shall be released to Seller, non-refundable, but shall not be fully applied /credited to the Purchase Price.

5. **Feasibility Period.**

(a) During the period commencing on the opening of Escrow in this Agreement and terminating on a date which is two hundred and seventy (270) calendar days from the Escrow Date of this Agreement, ("Feasibility Period"), weekend or holiday termination date is extended to the end of the next business day. Buyer may undertake, at Buyer's expense, full inspection/investigation of the Property. Said inspection/investigation may include, but not be limited to: (i) a review of the physical condition of the Property, including but not limited to, inspection and examination of soils, environmental factors, Hazardous Substances, and archeological information relating to the Property; and (ii) project viability affecting the Property. The same includes, but is not limited to, examination of, application to or for, modification of and/or implementation of title, zoning, restrictions, government regulation, or other changes affecting the property, mapping, zoning requirements, etc.. Pursuant to the Response, Buyer and Seller intend to establish a development agreement under A.R.S. §9.500.05 to provide for the terms and conditions of development related to the Property.

(b) Land Use Approvals: During Feasibility Period, Buyer will use commercially reasonable efforts to pursue necessary city approvals for Buyer's contemplated project, including, without limitation, those items necessary for rezoning of the property, inclusive of a Minor General Plan Amendment and a plat creating the development parcels and a future well-site,. Buyer acknowledges that the City approvals are subject to the approvals of the City of Eloy City Council and City Planning and Zoning Commission and such approvals are not guaranteed under the terms of this Agreement or a Development Agreement. A Development Agreement as described in Section 5(d) will also provide for the conveyance of an approximate half-acre well-site to the City, at no charge, concurrent with the plat for the property, inclusive with any necessary easement to the well site.

(c) Activities During Feasibility Period: City acknowledges that, during the Feasibility Period, Buyer may (i) pursue financing commitments for Buyer's contemplated project(s) from a variety of public and private sources, (ii) seek land use and/or other approvals for Buyer's contemplated project(s) from the City of Eloy and other governmental entities, (iii) seek assurances that there will be adequate utility capacity, including, but not limited to, sanitary sewer capacity for Buyer's contemplated project(s), and (iv) seek to satisfy itself that all other conditions necessary or desirable to allow buyer to develop buyers contemplated project have been or will be satisfied (including, without limitation that adequate financing will be available on terms acceptable to the buyer). The

failure by the Buyer to obtain such commitments and approvals or be satisfied with the assurances received with respect to such matters, for any or no reason, are acceptable grounds for Buyer terminating this agreement, in whole or in part, prior to the end of the Feasibility Period.

(d) Creation and Acceptance of Development Agreement: Prior to closing of the property, the Buyer and Seller shall mutually establish and approve a Development Agreement which will establish the specifications listed in the RFP and Response, inclusive of terms that provide for the City to record an option to purchase and re-acquire the Property if development has not progressed as scheduled in said agreements. Further, the Development Agreement will outline and incorporate specified timelines, development type(s), assurances and guarantees of performance, and necessary infrastructure requirements associated with the construction of the project inclusive of the Buyer and Seller's obligations for completing Houser Road improvement, which may be tied to timeframes that differ from those outlined in the RFP and Response. The condition of the Development Agreement being effective prior to the closing may be waived on mutual agreement of the Parties.

(e) If Buyer, in its sole discretion, disapproves unilaterally, arbitrarily, or otherwise any of the results of the inspection/investigation, for any reason, or no reason, Buyer may, prior to the last day of the Feasibility Period terminate this Agreement by giving Seller and/or Escrow written notification. Escrow shall return any undispersed deposits to Buyer. Acceptance/approval under the Feasibility Period shall not affect the rights, duties, obligations, cooperation for continued compliance herewith, including but not limited to zoning, mapping. If entitlements are not completed before the end of the Feasibility Period, waiver of the Feasibility Period by the Buyer shall not constitute a waiver of the Buyer's continued right to obtain necessary and desired entitlements.

6. Access.

(a) Full and complete access to the Property during the full period of escrow shall be given to Buyer, its agents, employees, representatives and/or contractors during normal business hours upon at least five (5) business day notice to Seller, at Buyer's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and/or and conducting any environmental audit/investigation.

(b) In addition, Buyer and its agents, employees, or contractors shall have the right, from the Effective Date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees to cooperate with Buyer and its agents, employees, or contractors in the inspection, submission, authorization and/or processing of any improvement and/or development applications of/for the Property.

(c) Seller, at no cost, expense, or liability to Seller, shall cooperate with Buyer, and execute and/or authorize any and all requests, authorizations and/or applications, inquiries, records, etc. as requested by or sought by Buyer. Seller shall cooperate with

Buyer during the Feasibility Period and through closing and/or entitlement process in obtaining approvals, application process, etc., so that Buyer may obtain the necessary approval to subdivide (plat map), the property and to sell to one or more third party builders/developers said separate parcels.

7. **Title.**

(a) Buyer shall obtain from First American Title Company ("Title Company") and provide to Seller a copy of preliminary report for a (State) Standard Owner's Title Policy/Commitment for the Property, setting forth any and all liens, encumbrances, easements, restrictions, third party rights, options, conditions, judgments, and other matters of record affecting Seller's title to and/or possession of the Property, which, together with copies of all documents relating to title exceptions referred to therein, is referred to hereafter as the "Preliminary Report". If not fully prepared and provided to Buyer within 30 days of request, the Feasibility Period shall be extended to allow a minimum period of 30 days after the actual receipt of the Preliminary Report by Buyer.

(b) Following the full execution of this Agreement by both parties, Buyer may cause a survey and/or an ALTA Survey of the Property to be prepared by a registered surveyor or professional engineer ("Survey"), at Buyer's expense.

(c) Buyer shall have twenty (20) calendar days after actual receipt of the Preliminary Report in which to approve and/or disapprove any items (exceptions) contained therein. Buyer shall provide written notice to Escrow of any item disapproved on said Preliminary Report.

(d) Seller shall have the obligation, within twenty (20) calendar days after Buyer identification of any disapproved exception, to cause each Disapproved Exception to be discharged, satisfied, cured, released, or terminated, of record, and in a form that is reasonably satisfactory to Buyer and the Title Company, all at Seller's sole cost and expense. Failure to timely remedy the same (Disapproved Exception) by Seller, shall automatically give Buyer unilateral thirty (30) calendar days right to terminate this Agreement, or to proceed with the purchase, subject to said exception, but retaining all rights to contest and/or seek relief as to that identified matter. Title matters and/or exceptions do not shorten the Feasibility Period. Said thirty-day period commences upon receipt of written notice from Seller or expiration of twenty (20) calendar days after Buyer's disapproval, if any, above.

8. **Close of Escrow.**

(a) **Closing Date.** The conveyance of the Property to Buyer and the closing of this transaction ("Close of Escrow") shall take place on or before five hundred and forty-seven (547) calendar days after the opening of Escrow. However, as noted, the closing may be extended as provided herein, including three (3) times for sixty (60) days each time with approval by Seller and Buyers submittal of the \$15,000 extension deposit. Said extension payments shall not be applied to the Purchase Price. Further, the closing date may be

extended automatically without submission of a deposit under the disapproved matters in the Title (preliminary) report or should recording of the map and/or completion of the rezoning be delayed through no fault of Buyer, close of escrow shall be extended to allow the same.

(b) Escrow Costs and Prorations. The following costs/expenses will be allocated between Seller and Buyer as set forth below and Escrow Agent shall charge (assign) Escrow closing costs between the parties at Close of Escrow as further described below:

(i) Seller shall pay:

(A) all charges in connection with issuance of a State Standard Owner's Policy of Title Insurance; and

(B) one half of the Escrow fee charged by Escrow.

(ii) Buyer shall pay:

(A) that portion of the cost for the Title Policy in excess of a State Standard Owner's Policy (i.e. increase to an ALTA), of Title Insurance, the cost of any Survey and title endorsements ordered by Buyer; and

(B) one half of the Escrow fee charged by Escrow.

(iii) Real Estate Taxes, Bonds, and Assessments. Seller shall pay any and all real property taxes and/or assessments, up to and including date of close (pro rata) at the Close of Escrow based on the most current real property tax bill available. Buyer shall be responsible for tax assessments that relate to the ownership after the date of Close of Escrow.

(iv) The above shall be referred to herein as "Normal and customary closing costs."

(c) Possession. Possession of Property to Buyer shall be effective at the Close of Escrow, and/or upon recordation of the transfer Deed, whichever is first. In addition to recording the transfer Deed, Seller is and shall be required to provide the possession, access, control, etc. of the Property to Buyer. Any further acts of Escrow and/or Seller to transfer title and provide possession shall be performed/completed by Escrow/Seller whether required by contract and/or law.

9. Seller's Representations and Warranties.

Seller represents and warrants to Buyer that as of the date of this Agreement, and continuing to Close of Escrow, each of the representations and warranties made by Seller in this

Agreement, shall be true and correct in all material respects on the date hereof.

(a) Hazardous Substances. To Seller's current actual knowledge, the Property is: (i) free from Hazardous Substances; (ii) contains no buried or partially buried storage tanks located on the Property; (iii) has not been used for the generation, storage or disposal of any Hazardous Substance and no Hazardous Substance has been spilled, disposed of, or stored on, under, or at the Property; and (iv) has never been used as a dump or landfill. Buyer shall cooperate in completing landowner's questionnaire for the Phase One ESA (Environmental Site Assessment) Report, paid for by Buyer.

(b) Compliance with Law. To Seller's current actual knowledge, the Property is in material compliance with all applicable ordinances, regulations, Laws and/or Environmental Laws, whether local, State or Federal.

(c) Leases. No leases, licenses, options or other agreements allowing any third-party rights to access, occupancy and/or use of the Property are or will be in force as of the Closing. If any such rights currently exist, Seller shall disclose the same within five (5) days of the Escrow Date. Any such disclosed matter, and any undisclosed or previously unknown matters, shall be, or have been, removed at close of Escrow as aforesaid.

(d) Litigation and Investigations. There is no pending or, to Seller's current actual knowledge, threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, or any portion thereof, whether tangible or intangible, (i.e. water rights) and/or as to Seller which may affect the Property, including, but not limited to, its use, title, condition, possession and/or its transfer.

(e) Condition of Property. To Seller's current actual knowledge, there are no natural or artificial conditions upon the Property that could result in a material and adverse change in the condition of the Property.

(f) Access to the Property. To Seller's knowledge, there is full vehicular access, sufficient for development, to the Property either directly through a public right of way or through a recorded easement.

(g) Disclosure. Seller has disclosed to Buyer any and all environmental reports and assessments concerning the Property which are in Seller's possession or known to Seller. All information that Seller has delivered to Buyer, is accurate and Seller has disclosed, in writing, all material facts concerning the condition of the Property.

(h) Contracts; Unrecorded Agreements. There are no liens, options, contracts or unrecorded agreements affecting the Property or Title thereto, and none which are or will become binding upon the Property and/or future owners of the Property during Escrow and/or following Close of Escrow.

(i) Seller warrants and represents that execution and/or performance under this Agreement, or any part thereof, does not constitute a violation and/or breach of any other

contracts, agreements and/or rights of third parties in, on, under, or to, the Property.

(j) Seller warrants that this Agreement and all other documents delivered prior to the Close of Escrow, including those in section (k) below, if any, will have been, and/or are, authorized, approved, executed, and delivered by Seller. Seller further warrants and represents that Seller is duly formed and validly existing and in good standing as of the time of execution hereof and shall continue to be in good standing thru the Close of Escrow.

(k) Plat Map: Seller is aware and will timely and properly review and co-operate in Buyer's submission of a six (6) parcel/lot plat map (additionally to include City well site) to accommodate the Project provided for in the Response. The same is conditioned upon Buyer timely submitting the same, with proper engineering and subject to the City's applicable rules and regulations. It has been noted and discussed and agreed, that proper submission of the same does and will further the intentions and desires of the parties and each of them, for the anticipated development of the Property.

10. **Buyer's Representations and Warranties.**

(a) Buyer warrants that this Agreement and all the documents delivered prior to the Close of Escrow will have been authorized, executed, and delivered by Buyer. Buyer further represents that Buyer is duly formed and validly existing and in good standing under the laws of the State of Arizona.

(b) BUYER HEREBY ACKNOWLEDGE AND AGREE AS FOLLOWS: (i) BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THIS TYPE OF PROPERTY; (ii) EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ANY OF ITS AGENTS, REPRESENTATIVES, BROKERS, OFFICERS, DIRECTORS, SHAREHOLDERS, MEMBERS, OR EMPLOYEES HAS MADE OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY; AND (iii) THE PROPERTY IS BEING SOLD TO BUYER IN ITS PRESENT "AS IS" CONDITION SUBJECT TO THE DETERMINATION OF THE FEASIBILITY PERIOD, REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER CONTAINED HEREIN. SUBJECT TO THE TERMS HEREOF, BUYER WILL BE AFFORDED THE OPPORTUNITY TO MAKE ANY AND ALL INSPECTIONS OF THE PROPERTY AND SUCH RELATED MATTERS AS BUYER MAY REASONABLY DESIRE AND, ACCORDINGLY, BUYER WILL RELY SOLELY ON ITS OWN DUE DILIGENCE AND INVESTIGATIONS IN PURCHASING THE PROPERTY.

(c) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED ABOVE, BUYER ACKNOWLEDGES THAT BUYER IS PURCHASING VACANT LAND PREVIOUSLY USED AS AGRICULTURAL PROPERTY WHICH WAS FARMED IN ACCORDANCE WITH THE STANDARD AGRICULTURAL PRACTICES OF CENTRAL ARIZONA FOR MORE THAN SEVENTY-FIVE (75) YEARS WHICH

INCLUDED THE USE OF PESTICIDES, HERBICIDES, PETROLEUM PRODUCTS, THE POSSIBILITY OF PFAS CHEMICALS AND IS PURCHASING THE PROPERTY "AS-IS, WHERE-IS, AND WITH ALL FAULTS" AND THAT NO REPRESENTATION, WARRANTY (EXPRESS OR IMPLIED), OR AGREEMENT BY OR ON BEHALF OF SELLER HAS BEEN MADE TO BUYER AS TO THE CONDITION OF THE PROPERTY. BUYER REPRESENTS AND AGREES WITH SELLER THAT BUYER WILL MAKE INDEPENDENT INVESTIGATION OF THE PROPERTY AND WILL RELY ON THAT INVESTIGATION AND NOT ON ANY AGREEMENT, REPRESENTATION OR WARRANTY OF SELLER, EXCEPT AS EXPRESSLY SET FORTH HEREIN, IN MAKING BUYER'S DECISION ON WHETHER TO BUY THE PROPERTY. BUYER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH HEREIN, SELLER HAS MADE NO REPRESENTATION, WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR INCLUDING: (A) THE CONDITION OR STATE OF REPAIR OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY ENVIRONMENTAL CONDITION (WHICH INCLUDES ALL SUBSTANCES LISTED AS SUCH BY APPLICABLE LAW, ALL POLLUTANTS OR ASBESTOS AND NATURALLY-OCCURRING BUT HARMFUL SUBSTANCES SUCH AS METHANE OR RADON) ON, IN, UNDER, ABOVE, UPON OR IN THE VICINITY OF THE PROPERTY; (B) THE QUALITY, NATURE, ADEQUACY, AND PHYSICAL CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE STRUCTURAL ELEMENTS, ENVIRONMENTAL ISSUES, APPURTENANCES, AND ACCESS; (C) THE QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITION OF SOILS AND GEOLOGY AND THE EXISTENCE OF GROUND WATER; ITS QUALITY, QUANTITY, AVAILABILITY AND WHAT REGULATIONS GOVERN THE USE AND AMOUNT OF WATER WHICH CAN BE USED (D) THE EXISTENCE, QUALITY, NATURE, ADEQUACY AND PHYSICAL CONDITIONS OF UTILITIES SERVING THE PROPERTY; (E) THE HABITABILITY, MARKETABILITY, OR THE FITNESS, SUITABILITY OR ADEQUACY OF PROPERTY FOR ANY PARTICULAR USE; (F) THE ZONING OR OTHER LEGAL STATUS OF THE PROPERTY; OR (G) THE PROPERTY OR IT'S OPERATIONS' COMPLIANCE WITH ANY APPLICABLE CODES, LAWS, RULES, REGULATIONS, STATUTES, ORDINANCES, COVENANTS, CONDITIONS, AND RESTRICTIONS OF ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY OR OF ANY OTHER PERSON OR ENTITY. BUYER HEREBY ACKNOWLEDGES AND DECLARES RELIANCE SOLELY ON BUYER'S OWN EXAMINATION, INSPECTION AND EVALUATION OF THE PROPERTY, AND, EXCEPT AS SET FORTH HEREIN, NOT ON ANY WARRANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED OR ORAL, FROM SELLER. BUYER HEREBY ACKNOWLEDGES THAT (I) THE FOREGOING PROVISION HAS BEEN BROUGHT TO THE ATTENTION OF BUYER; (II) THE FOREGOING PROVISION HAS BEEN READ AND IS UNDERSTOOD BY BUYER; (III) THE AGREEMENT OF BUYER WITH AND TO THE TERMS OF THIS PROVISION IS AN INTEGRAL PART OF THIS SALE WITHOUT WHICH THIS SALE WOULD NOT HAVE BEEN ENTERED INTO BY SELLER; AND (IV) THE PURCHASE PRICE REFLECTS, AND TAKES INTO CONSIDERATION, THIS

PROVISION.

The "AS-IS" provisions of this paragraph shall survive closing and shall not be merged into the Warranty Deed (as defined below).

11. **Authority of Parties.**

The parties warrant that the person(s) executing this Agreement on their behalf are authorized to do so, and upon execution, this Agreement is and shall be valid and enforceable against Buyer and/or Seller, their successors and/or assigns, in accordance with this Agreement.

12. **Brokerage Commissions.**

There are no brokerage realtor, real estate, finder's, or other fees and/or commissions to be paid by either party related to this transaction.

13. **Attorney Fees.**

If litigation or other action is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees and costs.

14. **Conflict of Interest.**

This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.

15. **Notices.**

As used in this Agreement, notice includes the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and/or appointment.

All notices must be in writing, addressed by name to the party or persons intended, as follows:

To Buyer:	Name:	Eloy Community Development Partners, LLC Managers: Coast2Coast Equities Inc. (Fla. Inc.) By Stephen Matley, President AND Douglas & Sons Development Group LLC (Fla. LLC) By Douglas Miller, Manager
	Address:	1145 W. Airport Blvd., Sanford, FL 32773
	Email:	smatley@coast-2coast.com
	Phone No.:	(602) 919-3392
To Seller:	Name:	City of Eloy, Attn: Makenzie Letcher, Assistant City Manager

Address: 595 N. C Street, Suite 104, Eloy AZ 85131
Email: mletcher@eloyaz.gov
Phone No.: (520) 466-9201

16. **Entire Agreement.**

This Agreement and the documents referenced herein and/or attached hereto contain the entire Agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties. Each of the Parties hereto has been advised and has had the opportunity to have this Agreement reviewed by an attorney and/or other professional of their choice.

17. **Severability.**

If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

18. **Construction.**

The Section headings and captions of this Agreement are for the sole convenience of the parties to this Agreement. The Section headings, captions, do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it.

19. **Assignment.**

Buyer shall have the right to assign any and all rights under this Agreement. Any such assignment may be, will be and/or is at the sole discretion of Buyer but requires notice to and written consent of the Seller. Any such assignment shall require the Assignee to be bound by the terms and conditions of this Agreement and any terms and conditions (agreements) incorporated herein. Any objection by Seller shall be made within ten (10) calendar days of notice and shall be only available (objection) for cause (not arbitrary).

20. **Merger.**

All of the terms, provisions, representations and warranties of the parties under this Agreement shall survive the Close of Escrow and shall not be merged in any other documents.

21. **Facsimile/Counterparts.**

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument. In the event Buyer or Seller utilizes "e-mail", "DocuSign" or electronically transmitted signed documents, the parties hereby agree to accept and instruct Escrow to rely upon such documents as if they bore original signatures.

22. **No Obligations to Third Parties.**

Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto, nor to violate any other contract of any of the Parties.

23. **Amendment to this Agreement.**

The terms of this Agreement, except as provided above, may not be modified, or amended except by an instrument in writing executed by each of the parties hereto.

24. **Common Meanings.**

Words and phrases herein shall have their standard/common meaning. Terms herein and rules shall be interpreted so as to provide for the sale of Property herein, not to terminate Buyer's rights.

25. **Successors.**

Subject to the provisions aforementioned, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

26. **Governing Law and Venue.**

This Agreement and any dispute arising hereunder shall be governed by Arizona State law. Each party hereby consents to the exclusive jurisdiction of the state and courts sitting in Pinal County in the State of Arizona, in any action on a claim arising out of, or in connection with this Agreement.

27. **Venue.**

BUYER AND SELLER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY SUBMIT TO THE JURISDICTION OF THE SUPERIOR COURT OF PINAL COUNTY, ARIZONA, IN CONNECTION WITH ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BUYER AND SELLER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROPERTY, THIS DOCUMENT OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED AND DELIVERED IN CONNECTION WITH OR OTHERWISE RELATING TO THE PROPERTY. IN THIS REGARD, THE EXCLUSIVE VENUE OF ANY SUCH DISPUTE SHALL BE IN PINAL COUNTY, ARIZONA. BUYER AND SELLER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY DEFENSE OF FORUM NON CONVENIENS OR ANY OTHER OBJECTION TO VENUE IN PINAL COUNTY, ARIZONA.

28. **Jury Waiver.**

TO THE FULLEST EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG BUYER AND SELLER ARISING OUT OF OR IN ANY WAY RELATED TO THE PROPERTY, THIS DOCUMENT OR ANY OTHER AGREEMENTS, DOCUMENTS OR INSTRUMENTS EXECUTED OR DELIVERED IN CONNECTION WITH, OR OTHERWISE RELATING TO, THE PROPERTY (TOGETHER WITH THIS AGREEMENT, THE "RELATED DOCUMENTS"). THIS PROVISION IS A MATERIAL INDUCEMENT TO SELLER EXECUTING THIS AGREEMENT AND ANY OTHER RELATED DOCUMENTS

29. **Option to Re-Purchase Property.**

AS A CONDITION OF ESCROW ON SALE OF THE REAL PROPERTY, THE BUYER AND SELLER SHALL ALSO NEGOTIATE AND EXECUTE AN OPTION TO REPURCHASE THE REAL PROPERTY FOR ONE YEAR PERIOD BEGINNING TWO YEARS AFTER CLOSE OF ESCROW; TO BE BASED UPON PROSPECTIVE FAILURE OF PERFORMANCE, TO BE IDENTIFIED IN SAID OPTION, FOR THE SUM OF THE PURCHASE PRICE SET FORTH IN THIS AGREEMENT THE REPURCHASE OPTION WILL ESTABLISH A TIMEFRAME WITHIN WHICH THE DEVELOPER MUST COMPLETE THE ENTITLEMENTS AND COMPLETE THE CONSTRUCTION OF THE PUBLIC IMPROVEMENTS AS PROVIDED FOR IN THE DEVELOPMENT AGREEMENT.

30. **Arbitration of Disputes.**

ANY DISPUTE UNDER THIS AGREEMENT SHALL BE BROUGHT IN PINAL COUNTY, AND EXCEPT FOR AN ACTION FOR SPECIFIC PERFORMANCE (WHICH SHALL BE BROUGHT IN THE SUPERIOR COURT FOR THE COUNTY OF PINAL), SHALL FIRST BE SUBJECT TO MEDIATION WITH THE PARTIES AGREEING TO ATTEMPT TO RESOLVE THE DISPUTE BETWEEN THEMSELVES AND IF UNSUCCESSFUL THEY AGREE TO USE THE SERVICES OF A MEDIATOR. IN THE EVENT THE PARTIES CANNOT AGREE TO A MEDIATOR, THEN IN SUCH EVENT THE PARTIES SHALL EACH SUBMIT THE NAMES OF TWO (2) MEDIATORS ACCEPTABLE TO THEM AND A PINAL COUNTY SUPERIOR COURT SHALL DESIGNATE A MEDIATOR FROM THE NAMES SUBMITTED. IN THE EVENT MEDIATION IS UNSUCCESSFUL, THE PARTIES SHALL BE SUBJECT TO ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL ARBITRATION RULES OF THE ARIZONA ACADEMY OF MEDIATORS AND ARBITRATORS. THE PARTIES AGREE THAT THIS AGREEMENT SHALL BE SUBJECT TO THE DISCOVERY PROVISIONS OF THE APPLICABLE CODE OF CIVIL PROCEDURE OF ARIZONA, AND PARTICULARLY THE BROADEST APPLICATION OF SUCH "DISCOVERY" TO THE ARBITRATION TO BE HELD. THE INITIAL FEE PAYABLE TO ARIZONA ACADEMY OF MEDIATORS AND ARBITRATORS FOR THE ARBITRATION SHALL BE REMITTED BY THE REQUESTING PARTY. HOWEVER, THE COSTS OF ARBITRATION SHALL ULTIMATELY BE BORNE AS DETERMINED BY THE

ARBITRATOR. THE PARTIES AGREE THE DETERMINATION OF THE ARBITRATOR AND AWARD, IF ANY, MAY BE ENTERED WITH ANY COURT HAVING JURISDICTION IN PINAL COUNTY AND THE DETERMINATION AND AWARD, IF ANY, MAY THEN BE ENFORCED BY, AMONG, BOTH FOR AND AGAINST, THE PARTIES, OR ANY OF THEM, AS IF ENTERED BY A COURT AT THE CONCLUSION OF A JUDICIAL PROCEEDING IN WHICH NO APPEAL WAS TAKEN. THAT IS, UNLESS EITHER PARTY DOES NOT ACCEPT THE ARBITRATION RESULT, FILES A CIVIL LAWSUIT IN PINAL COUNTY, NOT ACCEPTING THE ARBITRATION RESULT, GIVING NOTICE THEREOF AND FILING COURT ACTION WITHIN 45 DAYS OF THE ARBITRATION AWARD BEING RECEIVED IN WRITING BY ALL PARTIES.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT FIRST DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY LAW. YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE FIRST LITIGATED IN A COURT OF LAW. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR INITIAL RIGHT TO FIRST PROCEED IN A COURT OF LAW, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THIS AGREEMENT. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE LEGAL APPLICATION PROCEDURAL STATUTE BEFORE YOU MAY PROCEED IN A COURT OF LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO FIRST SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS AGREEMENT TO NEUTRAL ARBITRATION BY PLACING OUR INITIALS HERE:

SELLER AS BUYER DM

31. **AGREEMENT OF THE PARTIES.**

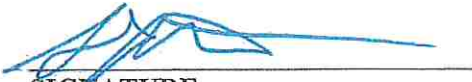
The foregoing provisions, writings, terms, conditions, obligations etc. are the Agreement of the parties who have initialed each page hereof, and the same is represented to be the proper authorized and binding Agreement of each Party.

[Signature page follows.]

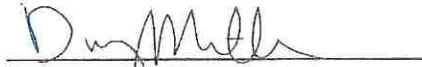
IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective on and as of the Effective Date set forth in the initial paragraph to this Agreement.

Effective Date: As set forth in the initial paragraph on page 1.

"Buyer" Eloy Community Development Partners, LLC
Managers: Coast2Coast Equities Inc. (Fla. Inc.)
By Stephen Matley, President AND
Douglas & Sons Development Group LLC (Fla. LLC)
By Douglas Miller, Manager


SIGNATURE

Stephen Matley, President
Coast 2 Coast Equities Inc.


SIGNATURE

Douglas Miller, Manager
Douglas & Sons Development Group LLC

Effective Date: As set forth in the initial paragraph on page 1.

"Seller" City of Eloy, Pinal County, Arizona


SIGNATURE

Andrew Sutton, Mayor
and for the City of Eloy, authorized signatory and
with proper City approval in place.

Exhibit "A"

APN(s) and Legal Description of Property

APN #: 404-27-0150

Full legal description to be provided in escrow by title company.

Exhibit "B"

City of Eloy 78+/- Multi-use Request for Proposal

REQUEST FOR PROPOSALS

The City of Eloy Arizona is now accepting expressions of interest for the acquisition and development of 81+/- acres located on the west side of 11 Mile Corner Rd. north side of Houser Rd. and south of Shedd Rd. The City envisions this site being developed as a Mixed-use project with a combination of build to rent, apartments, and a commercial/retail element. However, if a developer or development team submits a plan with a scale that makes sense and is deemed as a benefit to the overall vision for the site, it will be welcomed. This is being allowed in an effort to not stifle creative thought on the behalf of the developer or development team.

The City of Eloy currently owns the subject property.

Please read the Request for Proposal carefully, in that there are a number of policy goals that guide the development of the property.

There are several steps in order to complete this RFP. The first step is a letter of interest in the project and a summary of your firm's experience in accomplishing the goals of this property. Second, all letters of interest will be evaluated by a committee which will develop a short list of interested parties. Third, each interested party that is on the short list can schedule a pre-submission conference with the city. Fourth, the actual development plan proposal will be due roughly a month after the short list is developed. Fifth, proposal presentations will be given to the committee followed by selection committee recommendations. Finally, negotiations for a purchase agreement with the selected firm and approval at a city council meeting.

If you have any questions, please submit them in writing to Mackenzie Letcher via email at mletcher@eloyaz.gov

All letters of interest are due to City Hall at 595 N. C Street, Eloy AZ 85131, no later than 5:00 P.M. on Tuesday, November 28, 2023.

A. PROJECT OVERVIEW

Introduction

Located in Pinal County, Arizona and strategically positioned between the major urban centers of Phoenix and Tucson; The City of Eloy is a fast-growing community of approximately 15,628 residents.

Project Overview

The City of Eloy is seeking an experienced developer or development team to purchase and build on an 81 +/- acre site located within our recognized Eloy expansion area. This single parcel is located on the west side of 11 Mile Corner Rd., on the north side of Houser Rd. and south of

Shedd Rd (see Attachment A). The vacant parcel is currently zoned as I-1 light industrial and is surrounded by parcels zoned for a variety of residential purposes, including single family and estate residential. There is also a well site located towards the southern edge of the property that the city intends to retain. For this project to be successful there are several infrastructural and planning demands that the developer or development team will have to undertake including:

- The re-alignment of Houser Rd. west of 11 Mile Corner Rd. and installation of a 4-way traffic signal at the corner.
- The installation of a lift station at the northwestern corner of the 81 acre site to pump waste to our treatment facility.
- Rezoning of the property.
- Record a plat map, in escrow and create three separate lots for the proposed build to rent, apartment, and commercial/retail component.
- Payment of an agreed upon purchase price no less than the assessed valuation for the land as it stands recently completed by the City of Eloy.
- The mutual development of a development agreement which will include among other items the inclusion of a provision that allows for the City to repurchase the land for the amount paid in the event that no progress toward the city's goals for the property are met with an agreed amount of time also stated in the development agreement.

Outside of these improvements, the City of Eloy will commit to paving Houser Rd. from 11 Mile Corner Rd. to Highway-87.

Property Identification

The excess property includes 81+/- acres located on the west side of 11 Mile Corner Rd, north of Houser Rd, and south of Shedd Rd. The subject property is identified by the Pinal County Assessor's Office as 404270150 with the property description of - SANTA CRUZ RANCHES PARCEL 15 CABINET B SLIDE 138 SEC 25-7S-7E 3530625 SQ FT 81.052 AC. This property is located within our recognized Eloy expansion area with a current zoning of I-1 for light industrial.

B. INTENT AND CONDITIONS OF SALE.

The City will only accept submittals to purchase the subject property in its entirety, no partial sales will be considered. The property will be conveyed through a warranty deed on an "As Is" basis. If the City determines that it has received a responsible proposal and accepts, the selected developer or development team will begin negotiations of a purchase agreement pursuant to terms and conditions acceptable to the City within a timeline outlined in section F: SELECTION PROCESS, SCHEDULES, and CRITERIA. All funds shall be submitted to the City's Finance Department and a copy of the receipt shall be provided to the City Clerk for confirmation.

C. DEVELOPMENT SCOPE

The City of Eloy is seeking proposals from qualified developers or development teams to purchase the property, design, market, and manage the property. Selected firms will be invited to submit plans for the entire site.

The City may provide some combination of the following to the winning proposal:

- Commitment to paving Houser Rd. from 11 Mile Corner Rd. to Highway-87.

NOTE: The City of Eloy will not invest additional funds in the development of the property. The City is offering the site "As Is".

Successful Developer or Development team will be expected to:

1. Have the ability to secure the financing for the acquisition and development of the property.
2. Develop and signing of a development agreement fully stating the responsibilities of each party.
3. Secure all approvals, permits, and pay fees necessary for development.
4. Provide liability, builders risk and workman's compensation insurance in amounts acceptable to the City of Eloy.
5. Adhere to the agreed upon time schedule for construction. Construction shall be initiated within six (6) months of the real estate closing.
6. Secure and maintain proof of appropriate licenses as required by local and state laws.
7. Develop and execute a sales and marketing plan for the project.
8. Provide on-site management or equivalent for entire existence of the apartments.
9. Provide a project development pro-forma and financial qualifications of the development team.
10. Developers are encouraged to undertake their own due diligence prior to submission.

D. CITY ORDINANCES, PUBLIC POLICY, AND GOALS AND GUIDELINES

The design objective is to create a vibrant project that is attractive, accessible and acts as a conduit for development for this area of the Eloy expansion zone. The development must conform to the requirements in the City Zoning Ordinance and the General Plan requirements set forth below:

- **Zoning:** The subject property is currently zoned I-1 for light industrial, the winning proposal will need to submit a rezoning request to acceptable commercial zoning for this development.
- **Design:** Project shall include a mix of residential with apartments, build-to-rent and incorporate a combination of retail, offices, or institutional use unless demonstrated that other land use mixes are beneficial and feasible.
- **Amenities:** The project and site should be designed with amenities to support a desirable living and working environment.
- **Plans:** Develop site and architectural plans including floor plans for proposed mixed-use facility for approval by the City of Eloy.
- **Construction:** Building heights should be limited to the requirements stated in the Eloy Zoning Ordinance unless variance is applied for and approved by the Eloy Board of Adjustment.

- **Utilities:** Developer will provide all utility connections to the site.

Below are links to the following applicable Zoning Code information, and the General Plan:

- [City of Eloy Chapter 21 Zoning Code](#)
- [City of Eloy General Plan](#)

City Recognized Eloy Expansion and Development area

The subject property is located within the City recognized Eloy expansion and development area. This area has been targeted for development and has been prioritized through Mayor and Council direction. Over the next several years the City of Eloy's vision is to support growth and expansion in this area through infrastructure investment and partnerships with the development community.

E. RFP SUBMISSION REQUIREMENTS

Developer Information

The letter of interest must respond to the following in the order stated below:

1. A cover Letter signed by the principal or Chief Operating Officer of the development entity committing to completing the project if selected.
2. A general description of the proposed project (rental, ownership or a combination thereof), including total number of units, development timelines, target markets, etc.
3. Identification of all team members.
4. A description of all team members' experience and qualifications for this project, particularly mixed-use development projects.
5. A minimum of three references (name and telephone number) that can speak directly to the applicant's development experience.
6. Examples of relevant work
7. Certificate of Good Standing from the Arizona Secretary of State or State where the developer/development team is incorporated.

After reviewing the letters of interest, selected developers will be required to submit three (3) bound copies of their proposal comprised of one signed original and two copies of the proposal at a later date. Applications must be submitted as follows:

- All pages are single-sided, pages are to be 8 ½' x 11."
- All pages are securely bound.
- Site plans, elevations and architectural rendering must be on pages no smaller than 11" x 17" paper.
- The applications package is to be arranged as outlined by sections below.

Proposed Project Information

1. Mixed-use development with a combination of residential and commercial/retail.

2. Graphic illustrations of the conceptual design of the project, including:
 - a. Conceptual plans and sections illustrating the relationship of the project to adjacent properties.
 - b. Floor plans for apartments, and build-to-rent housing.
 - c. Concept of commercial component and potential retail or commercial establishments.

Project Financing

1. A financing plan that provides a project pro forma, a project budget, and additional sources of debt and equity for the project.
2. A statement of the offered price for the land.
3. Details of the scope of work, specifications and cost estimate.
4. A project schedule showing, at a minimum, start and ending dates for construction.
5. A detailed management plan for the project's management and operation.
6. Proposed sources and uses of funds.
7. A minimum three (3) year cash flow projection.

Developer Information

1. Applicant's (Lead Developer) financial statements prepared by an accountant for current year and previous year.
 - Most recent independent audit.
 - Auditor's management letter.
2. Applicant's (Lead Developer) organization/background information
 - Legal name of business.
 - Director/President of the organization.
 - Articles of Incorporation and current bylaws.
 - Type of organization, (Corporation, General Partnership, Limited Liability Corporation, etc.)
 - List of Board of Directors (include address and telephone numbers)
 - Current organizational chart.
 - Federal Tax ID# or Social Security # of owners.

F. SELECTION PROCESS, SCHEDULE AND CRITERIA

Selection Process: The Selection Committee will be composed of City of Eloy staff. The Selection Committee will review all proposals. After reviewing proposals, staff will recommend a developer for City of Eloy City Council approval. A short list of developers (three or four) may be selected for an interview with the Selection Committee as part of the process.

Schedule: The preliminary schedule for this project follows:

1. RFP Release: **November 17, 2023**
2. Public notice for the solicitation of proposals
 - a. Publish Friday, **November 17, 2023** in Eloy Enterprise.
 - b. Publish Saturday, **November 18, 2023** in Casa Grande Dispatch.

3. Mandatory in person Pre-Submission Conference will be held by the City on Proposals must be submitted by: **December 18, 2023 by 2:00 P.M.**
4. Proposal presentations (if required): **January 8 – 12, 2024**
5. Selection Committee recommendation: **January 17, 2024**
6. Development agreement negotiations: **January 18 – March 1, 2024**
7. City Council work session and approval: **March 11, 2024**

The City of Eloy reserves the right to adjust the schedule at its sole discretion.

RFP Selection Criteria: The City of Eloy will select the solicit proposals from the developer/development team that most successfully meets the criteria listed below:

1. Ability to meet the City development goals.
2. Proven ability of the development team to successful develop and manage similar projects.
3. Provide a narrative statement of intent and development proposal based off the City plan and vision for the property addressing the following:
 - a. Expected mix of land uses including: apartments, build-to-rent, and retail/commercial components.
 - b. Any anticipated partnerships or end-users whom Offeror may intend to include in the development.
 - c. Expected square feet of development.
 - d. How the proposed plan supports the City's plans.
 - e. Project phasing of:
 - i. Infrastructure
 - ii. Vertical development
 - iii. Horizontal development
 - f. How the site would be positioned in market and Offeror's strategy for selection of tenants.
 - g. A construction mitigation plan that identifies potential challenges that neighboring businesses and residents may experience during the development and operating periods.
 - h. Conceptual site plan showing anticipated land uses and densities.
4. Proposed term sheet that addresses each of the following items:
 - a. Purchase price, including breakdown of purchase price by phase if phasing is proposed.
 - b. Phasing/takedown schedule (if/as applicable).
 - c. Proposed earnest money
 - d. Closing dates.
5. How does Offerror purpose to fund the project? Include the following:
 - a. Proposed type of funding sources(s). Offeror shall propose a clear strategy to fund all proposed development costs.
 - b. Sources of and costs of debt and equity, including specific details on all anticipated funding sources as well as types and amounts of equity, financing, grants and other funding sources for the proposed development.
6. Commitment and ability to bring developer equity to the project.

7. Quality of design and proposed ability of the development team to implement a high quality project.
8. Consideration of a development plan that complements and bolsters the character of the area. Concepts could include but are not limited to: an architectural design that complements the surrounding area.

This RFP is not a request for competitive proposals and is not subject to the Arizona Public Contracting Code. This RFP in no way obligates the City to enter into a relationship with any entity that responds to this RFP or limits or restricts the City's right to enter into a relationship with any entity that does not respond to this RFP. In its sole discretion, the City may pursue discussions with one or more entities responding to this RFP or none at all.

G. GENERAL SITE INFORMATION

- **Property and Location:** Undeveloped property located in the City of Eloy recognized expansion area, located on the west side of 11 Mile Corner Rd. north side of Houser Rd. and south of Shedd Rd.
- **APN:** 404270150
- **Property Owner:** City of Eloy
- **Zoning:** Light Industrial (I-1)
- **Land area:** 81+/- acres
- **Electricity:** APS
- **Water:** City of Eloy
- **Protection:** City of Eloy Police Department and Eloy Fire District
- **Sanitary Sewer Line:** City of Eloy
- **Topography:** Undeveloped. Site is primarily flat
- **Zoning and Other Restrictions:** A copy of the City's zoning ordinance can be obtained from the City of Eloy Planning Department or online. In addition, the Planning Department staff will be available to review preliminary site plans for zoning consistency during the RFP process. Site plan reviewing by the Planning Staff will be completed within five (5) working days.

H. GENERAL RFP CONDITIONS

Post Selection Agreements: After Mayor and City Council approval, the City intends to enter into a contract with the selected developer within 10 days. This contract will summarize the agreed upon terms and conditions of the project. The Development agreement will at a minimum, address the following issues:

- Purchase price.
- Timelines for project.
- Roles and responsibilities of the Developer and City.
- Assurances and security guarantees of performance.
- Penalties for non-performance.
- Terms and conditions outlined in this RFP, applicable.

- The City's rights to review and approve the design of the project.
- City's rights to review and approve management changes.

Proposal Reservations: The City reserves the right to reject any or all proposals, to award in whole or part and to waive minor immaterial defects in proposals. The City may consider any alternative proposal that meets its basic needs.

Changes/Alterations: Proposer may change or withdraw proposal at any time prior to proposal deadline; however, no oral modifications will be allowed. Only letters, or formal written requests for modifications or corrections of previously submitted proposal, which is addressed in the same manner as the proposal and received by the City prior to the scheduled closing time for receipt of letters of interest will be accepted. The proposal, when opened will be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope plainly marked "modifications of proposal."

Confidentially: Responses to the RFP will become public records and, therefore, will be subject to public disclosure.

Proposer Questions, Inquiries and Contact with City Officials and Staff: The City is committed to providing all interested parties with accurate and consistent information in order to ensure that no one obtains an undue competitive advantage. To this end all questions and inquiries should be addressed in writing to:

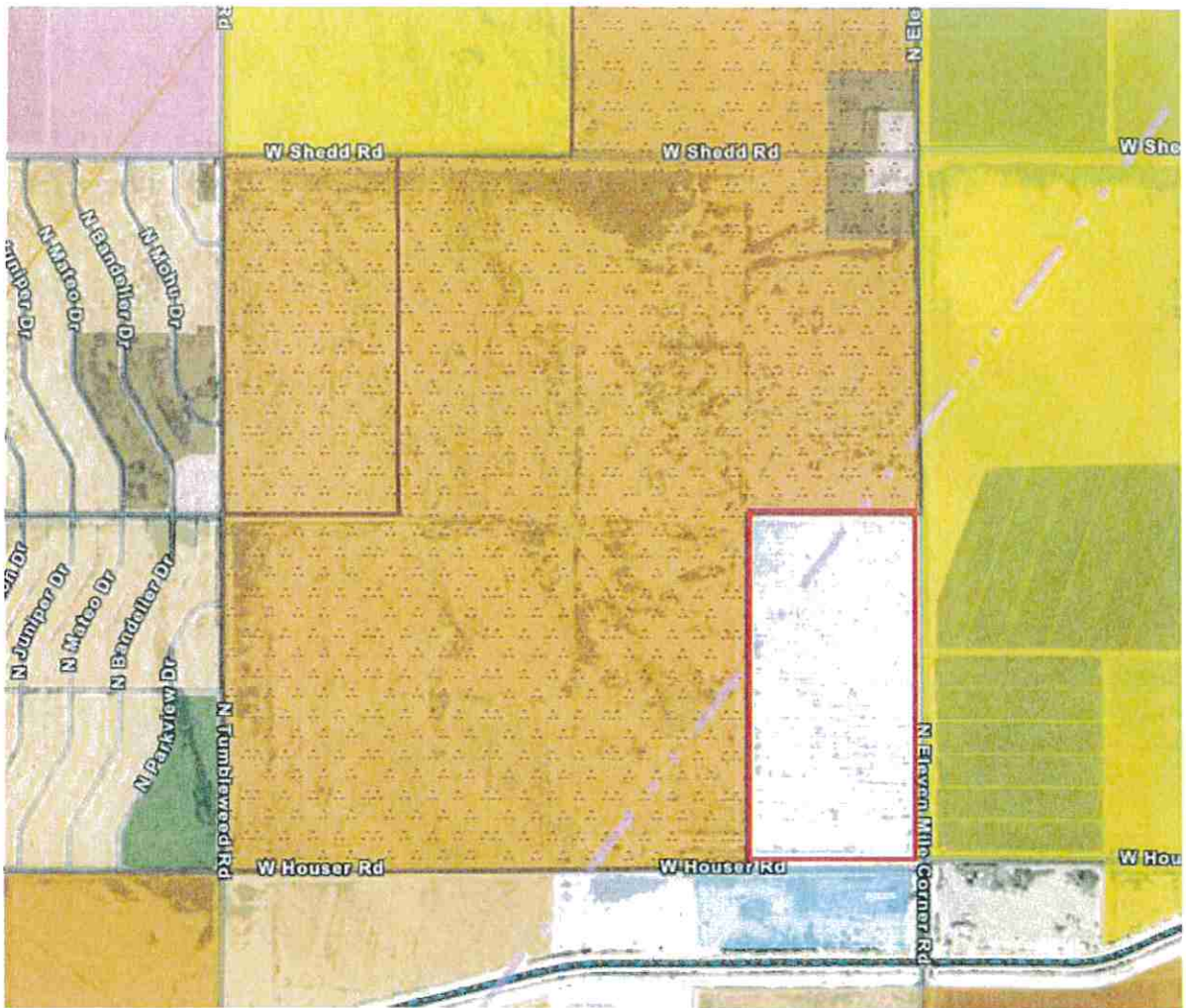
Proposal and technical questions:
 Subject: Mixed-use Development RFP
mletcher@eloyaz.gov

As this is a request for proposals only, this RFP may lead to one of five outcomes:

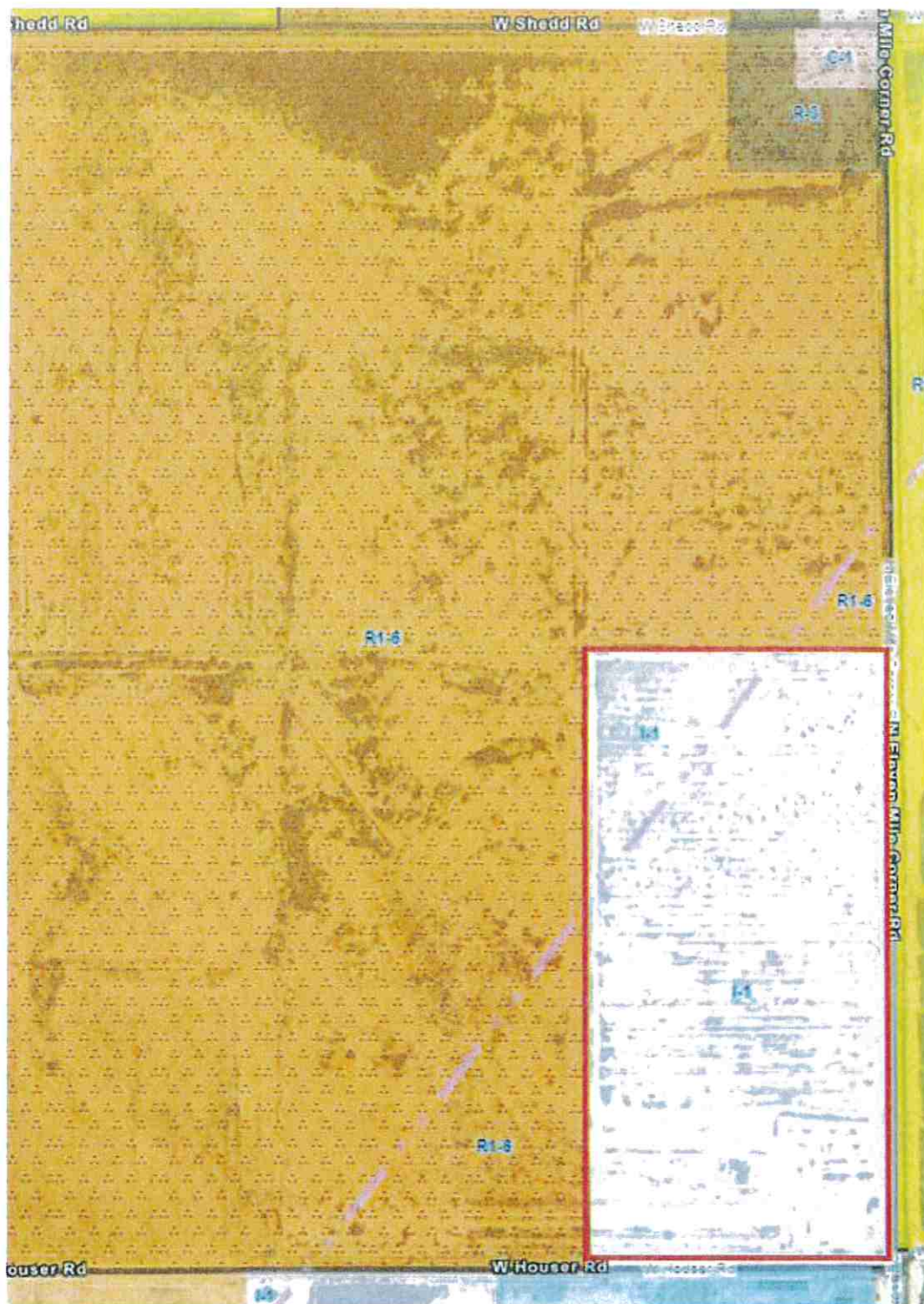
- A request for additional information from one or more respondents.
- Direct negotiations for sale and development of the property through a MOU or DDA with a development team selected as a result of this RFP.
- Termination of this process without the selection of a development team.

If the answer or information sought is of procedural or substantive significance. The City will provide the answer or information in writing to all prospective proposers.

ATTACHMENT "A" – ARIAL LOCATION 81+/- ACRE PROPERTY



ATTACHMENT "B" – I-1 PROPERTY ZONING OF 81+/- ACRE PROPERTY



ATTACHMENT "C" – APPROXIMATE WELL LOCATION ON 81+/- ACRE
PROPERTY



Exhibit "C"

City of Eloy 78+/- Multi-use Response to Request for Proposal



City of Eloy

RFP Eloy 78

Submitted by:



Eloy Community

DEVELOPMENT PARTNERS, LLC

April 5, 2024



Mr. Mackenzie Letcher
Assistant City Manager
City of Eloy, Arizona
595 North C Street, Suite 104
Eloy, Arizona 85131

April 05, 2024

Mr. Letcher,

Eloy Community Development Partners is pleased to present this proposal, in Response to the Request for Proposal published by the City of Eloy, Arizona, and the subsequent addendum received on March 26, 2024, which addressed questions discussed in the RFP pre-proposal conference on March 15, 2024. The development team of Eloy Community Development Partners includes Coast 2 Coast Equities, Inc., Bowman Consulting, RVI Planning, Greg Loper, and Douglas & Sons Development Group, LLC. A list of the individuals for each of these project partners and their role in the project is in Section A and in our project team organization chart. A Certificate of Good Standing for the development entity is in the appendix.

This project, proposed on the subject seventy-eight net developable acre site at the northwest corner of Houser Road and 11 Mile Corner Road, is an exciting opportunity to provide a mix of residential and commercial uses to benefit the city of Eloy and its residents. Our concept for the project consists of a variety of residential uses to help accommodate the work force expected with the growth of Eloy and the surrounding area, along with commercial uses to support the long-term needs of the residents in the immediate area and throughout Eloy.

Knowing that other builders and developers are providing, or planning to provide, entry-level single-family homes in the area to the immediate east and southeast of the subject site, we believe that providing alternate housing options is the best use for this site. Our decision is further supported by the extensive market study we commissioned a little over a year ago, and information gleaned from a survey of Pinal County and Eloy area housing needs conducted in partnership with the Government Affairs Director of WeSERVE, the Realtors Association serving Pinal County, through a grant from the National Association of Realtors.

Our concept plan, included in the Project Information Section, includes a work force multi-family apartment complex, a community of build-to-rent single family homes, a community of build-to-sell single-family homes and a commercial parcel to include commercial retail and a self-storage facility, which is essential to support the apartment and build-to-rent home tenants. The



commercial site would not be built until sufficient residences on this site and the surrounding developments are built and occupied to procure retail tenants, but when completed it will provide business tax revenue to the city.

Our concept plan includes open spaces, walking areas and room for community amenities. The details of each individual project site will be determined by our builder partners and through the design review and approval process. Our initial goal is to obtain approval of a master development plan to establish mutually agreed land uses, intended residential products and density in accordance with the city's needs, desires and capacity. Once the master development plan is approved and individual project sites are identified with specific uses, unit counts and necessary amenities, we will engage our builder partners subject to City approval. Those partners may purchase individual project sites or may choose to partner with us through joint ventures or other partnering structures. We will work with all project partners through entitlement and approval of their specific project plat maps. If they are purchasing the site, we they will take possession upon approval of their plat map and commit to build per the scope of work and conditions or approval. If partnering with us, we will be a part of their project through build-out. We believe this project can become the catalyst to launch development throughout Eloy's north end and provide the work force housing to support the city's initiatives toward attracting large employers.

We look forward to the opportunity to work alongside the City of Eloy to create a master development plan for this site, and help develop the subsequent individual project sites, which will forever improve and enhance Eloy, providing work force housing with exceptional livability. We believe in Eloy's future and will be proud to participate with the city to achieve their vision.

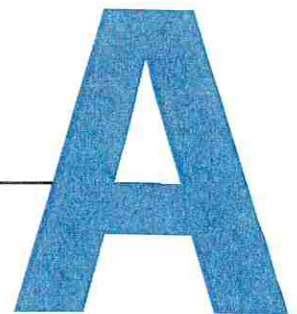
Sincerely,

Stephen Matley
President, Coast 2 Coast Equities, Inc
Manager, Eloy Community Development Partners, LLC

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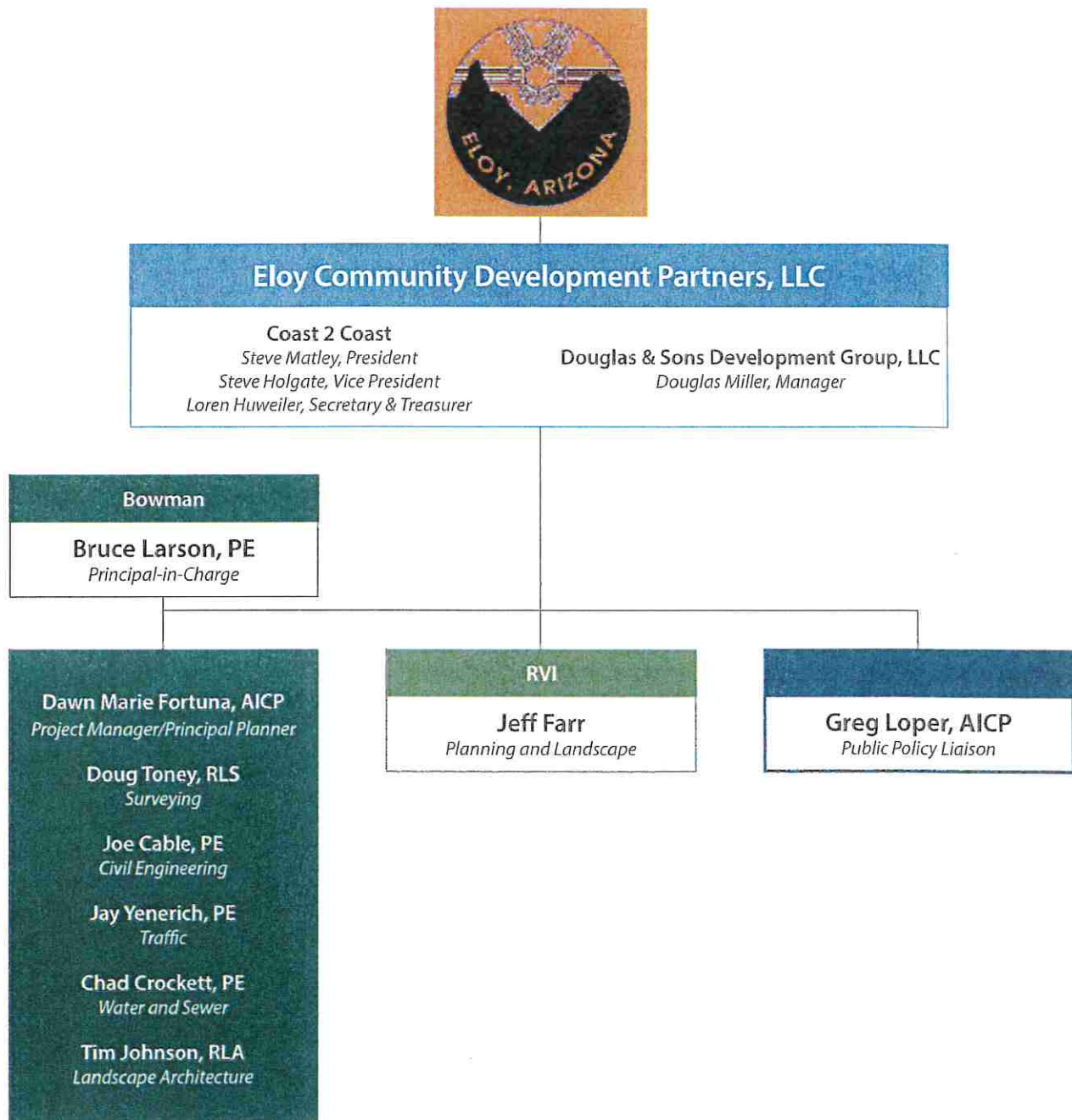
Project Team



Section A - Project Team

1. PROJECT TEAM (BIOS AND ORGANIZATIONAL CHART)

Eloy Community Development Partners, LLC has assembled a committed professional team for this project that brings a unique focus and expertise to involve the community and City Staff in creating an exciting vibrant city center. All the proposed team members below are fully committed to the success of this project and will not be removed or replaced without written approval. Brief resumes for those key individuals are provided on the following pages. More detailed resumes and project histories for the Developer are included in the Appendix.





Steve Matley

Steve Matley has over 30 years of experience in leadership and management in multiple industries. His business management and project management experience were cultivated in real estate, land development and construction, involving commercial, institutional, residential, and public works projects. He has held positions as a General Building Contractor, a Senior Project Manager for an ENR top forty rated agency construction management firm, Vice-President of Land Acquisition and Forward Planning for a production homebuilder and owner of two land acquisition, entitlement, and development companies.

While owner of DCM Group Inc, a development, and construction management consulting firm, Steve managed land acquisition, entitlement, and planning for projects valued at over a half billion dollars within a five-year period. In these positions Steve successfully planned and executed numerous projects including educational complexes, high-rises, master planned communities, production homes, custom homes, public works, and infrastructure projects. As part owner and President of Coast 2 Coast Equities, Inc., Steve has managed land acquisition and entitlement projects in Arizona, California, Florida, and Texas

Loren Huweiler

Loren Huweiler is uniquely knowledgeable in the intricacies of property acquisition/assembly, development, construction, and disposition of real estate. He has extensive administrative and technical background and has performed services as the executive with his various companies, Diversified Development Group, Lorbar, Inc. and Venture Investments, Inc. Servicing the industry through the years, he has been instrumental in the successful acquisition, development and disposition of a substantial amount of real estate through residential and commercial builders and investment programs.

Projects consisted of purchase and sale of residential and commercial land, buildings, and storage units for sale to builders, investors and users, City Revitalization programs directing thirty realtors in twenty-five California cities optioning over two hundred parcels of land in downtown blighted areas and assisting their City Redevelopment agencies to overcome downtown blight. Specific multiple major land development projects were executed in Riverside County, California, and Arizona, consisting of hundreds of lots, and sold to major builders for residential home construction. All the above activities have covered four states: Texas, Arizona, Nevada, and California.

Steve Holgate

Steve Holgate has over 47 years of experience in all facets of the real estate industry. As partner/owner of his companies, he has worked with numerous cities in the successful planning and completion of residential, industrial, and commercial projects. His expertise is in property acquisition, land planning, subdivision map processing and city/county entitlements. His experience with the intricacies associated with Redevelopment Agency requirements and bond financing is extensive. Steve Holgate enjoys an excellent reputation for his willingness to work with and create motivated development teams among cities, engineers, consultants, and end users.

Doug John Miller

Calling on over 25 years of construction and development experience, Doug Miller is the founder and President of Douglas & Sons Development Group, LLC. Doug and his team effectively and consistently lead concept design and offer construction consulting to facilitate the realization of client visions.

Doug has not only worked with a variety of investors across the country but has also successfully managed numerous types of projects. In the past four years alone, Doug has been involved in 111 projects, 17,000 units, and over twenty million square feet of building area. In addition, he has worked with multi-family associations to develop strategies to assist with forecasting construction soft and hard costs, preventative maintenance programs, capital improvements, and future development acquisitions.

Bowman SURVEY, PLANNING AND ENGINEERING

Dawn Marie Fortuna, AICP | *Principal Planner and Project Manager*

Dawn Fortuna has more than 30 years' experience in the planning, design and management of public works and private development projects located both locally and nationally. Much of her experience encompasses master planning, infrastructure analysis, research investigation/due diligence studies to determine site suitability for project development with a particular focus on infill development. She oversees a land planning team which carries projects from inception, through entitlements and preliminary approvals for residential, commercial and public works projects. She has overseen project development with multiple agencies, subconsultants and multi-disciplined staff. Her background in not only urban planning but engineering provides a unique perspective that balances vision with technical needs.

Joe Cable, PE | *Civil Engineering*

Joe Cable has 25 years of extensive experience in civil engineering, community design and land use planning. His experience includes all phases of preliminary and final engineering design, including feasibility, constraints mapping, master planning, detail engineering design and construction document preparation, design reports, permitting and construction support. As a senior project manager, Joe is involved in the details of identifying the specific priorities of his clients, and works directly with his team to deliver successful, high quality, profitable projects.

Jay Yenerich, PE | *Traffic Engineering*

Jay Yenerich is the transportation market sector leader for Bowman. He is experienced on a wide variety of highway, arterial, traffic, ITS and transit projects, throughout his 25 years. As the manager of Capital Development at Valley Metro, Jay led procurements and negotiated scope and fees for over \$50 million of design and construction work and understands how public agencies work and the value the importance of value engineering.

Chad Crockett, PE | *Water & Wastewater*

Chad Crockett is a senior project manager with more than 14 years of experience in civil engineering. Chad has worked with clients from design through construction on numerous water, wastewater, roadway, drainage, and site designs. Throughout his career, Chad has been involved in all facets of the design and construction of large infrastructure projects coupled with residential, commercial, and industrial developments. His expertise includes infrastructure planning, analysis, engineering design, engineering and construction analysis, and project management.

Tim Johnson, PLA, LEED AP | *Landscape Architect*

Tim Johnson is a registered landscape architect in Arizona, California, Utah, and New Mexico. His experience over the past 20+ years within the landscape architecture profession includes direction and oversight of landscape architecture staff and projects, environmental and riparian mitigation, site planning and design, graphic communications, construction document preparation, and construction administration. Tim's experience with the staff and processes of local jurisdictions enables him to help clients navigate the review and approval process with a direct and efficient manner.

Doug Toney RLS, CFedS | *Survey Manager*

Doug Toney has over 17 years of experience as a surveyor as a survey project manager in both private and public sectors. He has worked on projects including ALTA/NSPS land title surveys, topographic surveys, aerial control surveys, static observations, BIA and tribal land surveys, construction staking, as-builts and easement descriptions.

RVI LAND PLANNING VISIONING

Jeff Farr | *Planning and Landscape Visioning*

Jeff is a project director and an experienced land planner who grew up in Window Rock, Arizona on the Navajo Indian Reservation. He attended Arizona State University and received a Bachelor of Science degree in Design, a curriculum which combined his interest in land planning and landscape architecture. Jeff has contributed his talents on many projects which have become some of the most recognized and respected communities in the Phoenix metropolitan area, including Grayhawk, McDowell Mountain Ranch, Estancia and Terravita. Jeff is also a prolific and talented artist with the ability to capture everything from initial concept sketches through project design.

PUBLIC POLICY LIAISON

Greg Loper, AICP | *Public Policy Liaison*

Over 30 years of public and private land planning, acquisition, due diligence, entitlement, lobbying, development and construction experience, including related financial analysis, neighborhood outreach, public presentations, agreements (development, school, joint development, infrastructure, etc.) and related services.

Of those ~30 years of experience, over 10 years have been in the public sector, including the City of Peoria as the Parks, Open Space & Natural/Cultural Resources Senior Planner (presently employed), Navajo County (Deputy Public Works Director / Planning Director), Maricopa County and more than seven years with the City of Casa Grande (as both the senior planner and as a consultant). The remaining 20+ years of experience has been in the private sector, working for or as a consultant to numerous mixed-use and residential developers.



2. DEVELOPER REFERENCES

Eloy Community Development Partners, LLC understands that partnerships with communities are built on the confidence that there will be progressive and successful outcomes. We welcome the opportunity for Eloy to connect with our references to help build that trust. Required Attachment A and additional letters of reference are included in the Appendix.

3. EXAMPLE PROJECTS

Palm Desert, CA

Mr. Holgate purchased 140-acres of vacant land, zoned for homes in Palm Desert, CA. The property was owned by Sierra Life Insurance Co. in Twin Falls, Idaho which required an accelerated turnover due to the insurance commissioner's regulations. Holgate purchased the land for \$1,000,000 and closed escrow in three (3) weeks. Holgate with his partner, subdivided the property into 856 lots and sold it to Covington Homes for \$3,500,000 within one (1) year.



San Jacinto, California

Steve Holgate negotiated a three (3) year option on 204-acres of agriculture property in San Jacinto, California.

The Martin Trust, as seller, consisted of three (3) brothers, who had inherited the property from their parents. Holgate rezoned the agriculture property to include both commercial and residential development. He also created five (5) separate parcels and subsequently was successful in obtaining five (5) different buyers, for the respective uses as follows:

- | | |
|--|---|
| A. 68-acre parcel to Allstar Equities | 238 SFH residential lots |
| B. 40-acre parcel to J.D. Pierce Homes | 214 SFH residential lots |
| C. 24-acre parcel to McLeish Group | 238 Commercial/Industrial site |
| D. 37-acre parcel to County of Riverside | Future mid-county freeway right-of-way |
| E. 35-acre parcel to IBARC Developers, LLC | Major graded commercial/industrial site |

Steve Holgate, Steve Matley and Loren Huweiler led a consortium of local builders and landowners in San Jacinto to work with the City to form a CFD to fund emergency service facilities, drainage, infrastructure, and traffic control facilities in the west end of that city. The facilities funded by that CFD are continuing to be built and serving the community as it grows.

San Diego, California

Steve Matley served as lead project manager representing five public agencies on a highly visible, jointly owned and controlled public redevelopment project, working on behalf of the project's selected program manager. The project owner was a partnership of the public landowners and agencies having jurisdiction which included the City of San Diego, the County of San Diego, the Port of San Diego (itself being made up of the five cities on San Diego Bay), the US Navy, and the Centre City Development Corporation (former redevelopment authority for the city of San Diego).

Answering to the Steering Committee of elected and appointed representatives of these agencies, Steve led the selection of design consultants and the design development process for over 3,500,000 square feet of infrastructure improvements and envisioning of future public and private development on over thirty city blocks, along San Diego's North Embarcadero, the "front porch" of the city. The project area, along San Diego Bay between San Diego International Airport and Seaport Village, including all the waterfront land along Harbor Boulevard and Pacific Highway.

The various improvement projects within the plan, including commercial piers, artistic street lighting, public park spaces, food and shopping venues, community event spaces, cultural spaces and cruise ship facilities have been and are continuing

to be built following the plan guidelines. This project provided the catalyst for many new private projects along the North Embarcadero including new resort hotels, mixed-use residential towers, conference facilities, restaurants and a major tech hub on the eight-city-block US Navy owned property.

Indio, California

Leading the design-build process for the Coachella Valley Mosquito and Vector Control District, Steve Matley and the project management team helped the multi-agency district to avoid disaster and complete their project within the time frame they required. Upon entering the project to oversee the procurement and bidding process, and oversee the construction as an agency construction manager, it was soon discovered that the district and the architect were at odds over the severity of cost overruns designed into the project. That conflict ultimately led to the architect walking from the fully designed project in breach of contract, but also taking the design documents which the district could no longer use.

Steve worked with the district Executive Director, board members and the district's counsel to work out a legal design-build process, which had not been previously done for a California general law agency. Following the process set forth with the input and encouragement from their legal counsel, a new program was developed, and RFP documents created to solicit and select a design-build contractor. The district had already signed a lease of their existing property to an adjacent school district and was facing damages if they could not deliver the site on time, which meant their new facility had to be completed within the original time frame, despite requiring an entirely new design.

When complete, the new facility was completed only two weeks after the original completion date based on bidding the original design, thus being able to transfer the old facility to the adjacent school district within the contract terms. The district had a larger, more attractive, and more modern facility including administrative offices, fleet facilities, fueling facilities, auto shop, climate controlled and fire rated storage buildings, an operations center with entomological laboratories, public and employee parking areas, and a community meeting room.

The use of design-build, and the process used to allow it, created case law which allowed for design-build on other projects for general law public agencies in the future.

San Diego, California

900 F Street in downtown San Diego was an abandoned construction project with a decaying fence surrounding a block-wide hole in the ground with rebar cages protruding up to about ten feet above street level. Locals jokingly referred to it as the "Downtown Rebar Sculpture Garden". Located at the edge of East Village, the site was owned by the City of San Diego who had received it because of a RICO conviction of the previous owners and subsequent confiscation of the property. It sat abandoned for over a decade.

Working as lead project manager for the developer, Steve oversaw the selection of the design consultants, the disposition and development agreement formation, project plan approvals, selection of contractors, assistance with marketing to tenants, and project quality control. The project entailed demolition of the existing partially constructed foundations, reinforcement of the shoring, and construction of the new mixed-use facility. This completed site included two levels of underground parking, 120-apartment units, street level store fronts, lofts, and two-story street front townhomes. It was one of the first public-private partnership redevelopment projects in the East Village which helped lead to the redevelopment of the entire area over the next decade.



La Jolla, California

Hired to perform full turnkey project management to build a new complex for a faith community, Steve Matley served as Senior Project Manager for the agency program management/construction management firm. Helping the congregation to select a site to replace their eighty-year-old home, which required significant improvement to meet code and which they had outgrown, the project team assisted in the acquisition of commercial land in the desirable UTC area of La Jolla.

The site required lot consolidation and a full conditional use permit process. The project team oversaw selection of the project design team, one of the premier architect firms in California, and managed the full design process from programming through construction documents, ensuring the owner's requirements were met within the established project budget. During the design development phase, the project manager led the selection of a design-assist general contractor to provide input into the design and build the complex.

The over 65,000 square foot facility on the three-acre site included a large house of worship, a 1,500-person capacity community event space with full commercial kitchen, an administration building, separate chapel, and school facilities for four separate private schools ranging from pre-K through eighth grade. Following the completion of construction, the project team managed the relocation of the congregation, including the administration, ecclesiastical elements, and schools, to the new campus. The completed project received numerous awards for excellence in design and construction.

Canton, Massachusetts

One of the key objectives of this \$14.9 million apartment project, known as Woodfield Commons, was to leverage the available land to expand the apartment complex and introduce new amenities that cater to both the residents and the broader community. This project started in January of 2019 and was completed in October of 2019, just ten months after initiation. The expansion involved the addition of new units and buildings, as well as the integration of amenities that enhance the quality of life for residents and contribute to the overall vibrancy of the community. Importantly, the project team was able to incorporate a small commercial aspect into the project, providing opportunities for local businesses to thrive and enriching the neighborhood.

However, realizing this vision was not without its challenges. The project required extensive coordination and collaboration with local authorities, as it involved obtaining new zoning permits and annexing the property into the city. Doug Miller and his team navigated these complexities adeptly, ensuring compliance with regulatory requirements while keeping the project on track and within budget. The enhancements made to the apartment complex will have a lasting positive impact on both the residents and the surrounding community.

Winter Park, Florida

Doug Miller led the Solis Apartments project on behalf of TruAmerica. This 300-unit renovation and ground-up project included re-zoning, adding a commercial shopping center concept, constructing new buildings to accommodate more three-bedroom units, and updating and adding new amenities. The Solis Apartments project was executed with precision and excellence, resulting in a transformative development that significantly enhanced the appeal and functionality of the property. The entire \$15.8 million scope of work was completed in seven months.

Strategic vision and innovative approach were evident in every aspect of the project, from the initial planning stages to the final execution. Navigating the re-zoning process and successfully implementing a commercial shopping center concept added value to the property and created additional revenue-generating opportunities. Navigating regulatory requirements and the ability to effectively communicate with local authorities were critical to the project's success.

The construction of new buildings to accommodate more three-bedroom units addressed the growing demand for larger living spaces and contributed to the diversification of housing options within the community. Furthermore, efforts in updating and adding new amenities to the Solis Apartments greatly enhanced the overall resident experience. Focus on creating modern, functional, and sustainable amenities spaces, such as community lounges, fitness centers, and outdoor recreation areas, significantly increased the property's desirability and competitiveness in the market. The successful completion of the Solis Apartments project has not only transformed the property but has also created lasting value for TruAmerica and the surrounding community.

Jacksonville, Florida

The Lenox Cove Apartments renovation project involved realigning a four-way stop, reconfiguring the parking lot and curbing, and adding new units to capitalize on available space, ultimately resulting in increased revenue opportunities.

The Lenox Cove Apartments underwent a remarkable transformation, becoming a premier residential complex that exemplifies excellence in design, functionality, and sustainability. Strategic vision and meticulous planning were evident throughout every phase of the project, from conceptualization to execution, ensuring that the renovation was completed on time, within budget, and to the highest standards of quality.

Doug Miller led the project management team, which focused on coordination with various stakeholders, including contractors, subcontractors, and local authorities, which was critical to the success of the renovation. Effective communication skills and collaborative approach fostered a positive working environment, allowing for seamless coordination and problem-solving when challenges arose. This complicated \$18.6 million project was completed between March of 2022 and February 2024.

The realignment of the four-way stop, along with the redesigned parking lot and curbing, has greatly improved traffic flow and accessibility within the complex, enhancing the overall resident experience. Additionally, the addition of new units has not only expanded the housing options available but has also created significant revenue-generating opportunities for the property.

Marion County, Florida

East Coast Inland Partners was a raw land acquisition and entitlement project in central Florida, created and managed by Coast 2 Coast Equities, Inc. The objective was to acquire 42.6 acres of raw land and entitle it for 285 entry-level, single family home sites, then sell to a public homebuilder. An international development group from Toronto, Canada was introduced to the project managers. That development group liked the Marion County area and the project, however wanted a much larger project to justify their entry into the central Florida market. Within 90-days of that request, Coast 2 Coast Equities, Inc. acquired and assembled thirteen contiguous properties, from different owners, and consolidated them along with the existing 42.6-acre site, to provide an assembled parcel of over 126-acres. The international development group acquired the land from Coast 2 Coast Equities, Inc., who assisted the buyers in planning a mixed-use master planned development.

San Jacinto, California

"The Cove" is a single-family home project in southern California which required a specific plan and multiple tract maps to be entitled. The project abutted sensitive hillside habitat and required utilities to be brought to the site and significant road improvements, as it was considered "leapfrog" development. Loren Huweiler represented investors and managed the entitlement process to subdivide 248 acres into 549 Residential Lots in five tracts for different products. The project included an elementary school site, a public park, and an educational environmental walking path. Loren also represented the sale on behalf of the owners and sold the entire project to KB Home.



In the same area Loren was successful in obtaining a 44-acre site and subdividing it for 129 residential Lots. The completed project was sold to Covenant Homes. Additionally, Loren and investors bought thirty-nine acres down the street and subdivided that site into 136 Residential Lots which was sold to Meritage Homes.

Proposed Project Information

B

Section B - Proposed Project Information

1. PROJECT NARRATIVE

The City of Eloy advantageously lies between the major urban centers of Phoenix and Tucson which positions them as an important employment corridor within Pinal County. In addition to Western Regional Distribution for Empire Machinery, Schuff Steel, Otto Environmental, Vext Science and Bridgestone Research, there are new regional businesses arriving. Coolidge, next door to Eloy, is home to Nikola, an electric and hydrogen truck manufacturer, and Procter and Gamble just announced plans for a large manufacturing facility adjacent to Nikola. Both companies are only a few miles from the City of Eloy. The long-term outlook from an economic perspective is very favorable for Eloy.



The City of Eloy has a development vision of a mixed-use project with a combination of residential and commercial retail elements. This higher density residential is important to provide the necessary work force housing required to accommodate the expected influx of new employees to serve the existing and expected employers.



As part of their due diligence approach, Eloy Community Development Partners, LLC commissioned a highly regarded Arizona economic and real estate consulting firm to prepare a Highest & Best Use Study for the subject property (included in Appendix). Their report reflects the increase area population by 24,000 by 2030 and another nearly 69,000 persons between 2030 and 2040. This shows not only a need for residential units but the ability to provide services to support those future citizens. An additional housing needs survey of Pinal County and the Eloy area, conducted by WeSERVE working

with the developer and using a grant from the national Association of Realtors, provided supplementary information which confirmed the need for entry-level work force housing (included in Appendix). One of the greatest appeals for developers and companies seeking housing for their employees is that Eloy provides an affordable option.

The Study provided recommendations to capitalize on the location and assets which include:

- **Residential**

- 10-acres of traditional apartment development with a density of 20 DU/acre with primarily one and two bedroom units.
- 10-acres of Build For Rent or attached townhomes at a density of 12 DU/acre.
- 45-acres of small 30-40 wide single family lots or upscale manufactured home community. The higher density single family is recommended to reduce housing costs.



- **Commercial**

- 5-acres self storage/87,000 SF
- 10-acres neighborhood shopping center with grocery/100,000 SF

The important first step of bringing this site forward is the mutual collaboration of the Master Development Agreement. This Agreement will outline the expectations by both the Developer and the City to ensure a mutually satisfying outcome for all parties. A letter of expectations prepared by Bergin, Frankes, Smalley & Oberholtzer has been included in the Appendix, however, below are a few key points for consideration.



- **Developer Commitments**

- Ingress/Egress to existing well site.
- Realignment of Houser Road from 11 Mile Corner to the west boundary of site.
- Install traffic signal at 11 Mile Corner and Houser
- Public Lift station with location driven by design needs.

- **City Commitments**

- Timely review and processing of General Plan Amendments, Rezoning and Site Plans.
- Paving of Houser Road from 11 Mile Corner to SR 87 including crossing of Santa Rosa Canal prior to construction commencement.
- Water assurance of adequate water supply without developer providing additional water sources regardless of future number of lots.

- **Other Considerations**

- Establish maximum overall unit count and open space requirements.
- Timing and selection of partners/tenants after entitlement process is complete.
- Phasing for Infrastructure, vertical and horizontal development based on market conditions.
- Architectural design standards to be determined with rezoning application.
- Provide impact fee credits and reimbursement for oversizing where credits are not available.
- Termination of agreement on sale of lots to end user.
- Ability to amend agreement later where parcels have been sold and new owner requires changes that do not impact the other parcels/ownership groups.



2. CONCEPT PLAN

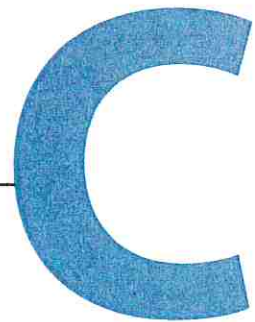
Eloy Community Development Partners' experience has allowed us to create possibilities for what can be the next urban core for the City. Combining multifamily and shopping allows for a more sustainable model as reflected in our Concept Plan also included in the Appendix. The eventual project design, including the number of separate project site parcels, the various land uses, density and unit counts, size, shape and area of each project parcel and layout for each parcel will be determined through the mutually agreed upon Development Agreement, the master development plan review and approval process, and the individual project site plat map review and approval process, with input from the City staff and consideration of the most beneficial project plan for the City of Eloy.

Our concept design for now, given the limited information we have on the site, the recommendations of the market study and housing needs survey, previous conversations with City staff and the stated intent of this RFP to allow maximum creativity and innovation to provide the most optimal use for the site, includes the following elements:

- 1) a build-to-rent single family home community with generous park like spaces and walkable trails. The intended product would provide entry-level work force rental housing, in detached single-family homes and duplex units.
- 2) a build-to-sell single family home community. Using the highly desirable entry-level single-family detached homes concept, this site would allow for creativity and innovation in the product. Working collaboratively with the city staff, our design team, and our builder partners, we will determine the appropriate single-family home product and community style to compliment the adjacent uses within the master development plan and provide the highest level of value to the buyers and the community. This community could be a gated or open community. Possible products could include site-built, modular, mobile, or other types of homes which provide the right balance of affordability, livability, buyer utility, and aesthetic appeal.
- 3) a build-to-rent multi-family apartment community. Apartments provide the highest density and available number of living units, which will help to fill the expected need for the workforce of Eloy as new and larger employers are attracted to the city. It also provides a larger base of residents to attract retailers to the area, which provides tax revenue to the city while also providing convenience and service to the city's residents. Our concept includes walkable open areas and room for community amenities to ensure a desirable lifestyle for the residents.
- 4) a commercial/retail site at the corner of Houser Road and Eleven Mile Corner Road. While this retail center would likely not be built until this site and adjacent sites are built out, providing the necessary resident counts to attract major and smaller retailers to the site, we believe that this corner will eventually become the major commercial intersection of Eloy and provide tax revenue to the city, while encouraging more commercial uses in the immediate area. Our concept plan also envisions a portion of the commercial site to include a self-storage facility, which is an important amenity to support the residents of the rental communities.



Project Financing



Section C - Project Financing



PROPOSED DEAL POINTS

Buyer: Eloy Community Development Partners, LLC, or Assignee
Coast2Coast Equities, Inc. & Douglas and Sons Development Group, LLC, as Managers

Seller: City of Eloy, Attn: Mackenzie Letcher, Asst. City Manager

Address: 595 N. C St. Suite 104

Eloy, AZ. 85131

Email: mletcher@eloyaz.gov

Phone #: 520-466-2552

Property Location: NW Corner Houser Rd. and 11 Mile Corner Rd., Eloy, AZ.

APN: 404-27-0150

Acres: 77.9 +/- Gross (67.7 ac. Net)

\$1,000 deposit, by Buyer, at Escrow opening.

\$20,000 deposit, by Buyer, at end of 120-day feasibility study and immediately released to Seller, as non-refundable deposit.

\$10,000 deposits, by Buyer, every 90 days until the Close of Escrow, which is to occur on or before 12 months after completion of the feasibility study. All deposits are to be immediately released to Seller as non-refundable deposits. Escrow may be extended 2 times for 90 days each. For each extension, Buyer shall deposit \$15,000 into escrow. All deposits are to be immediately released to Seller as non-refundable deposits. All Deposits are applicable to Purchase.

Cash Price at Close of Escrow: \$ 1,486,000 (incl. deposits)

Buyer will Record a 5 Lot Plat Map, to accommodate the proposed site plan, in escrow.

Buyer is Purchasing property in As-In Condition.

Escrow and Title to be with First American Title Co.

Normal and customary closing costs for Buyer and Seller.

The offered price for the land is \$1,486,000.00 to be purchased in “As-Is” condition.

The scope of work, per the discussion with the City of Eloy during the RFP pre-submission conference held on March 15, 2024, will be largely determined and set forth in the Development Agreement. Our intent, subject to the mutually agreed upon Development Agreement, is to acquire the site through an extended escrow of up to fifteen months (close escrow twelve months after the 120-day due diligence period). We intend to deposit \$1,000,000 earnest money into an escrow account at escrow opening. Then, following the 120-day feasibility period during which we will validate all assumptions and verify suitable site conditions (including environmental site assessment, boundary survey, topo, and geotechnical review), we will deposit an additional \$20,000.00 into escrow to be released to the City of Eloy, non-refundable, and applicable to the purchase price. Every 90 days until the end of the escrow period, we will deposit and release another \$10,000.00, also non-refundable, and applicable to the purchase price. If additional time is needed to complete the entitlement process for the site beyond the escrow period, we will have two additional 90-day extensions of the escrow period available. Each extension should they be necessary, would require an additional \$15,000.00 deposit, to be released non-refundable to the City, and applicable to the purchase price. We would close the escrow with the balance of the purchase price (\$1,486,000.00 less the deposits release during the escrow period).

During the escrow period, we would work with the city to entitle the site with a master development plan, creating multiple separate project sites within the property boundaries for the various uses and products deemed beneficial and appropriate through the approval process. The number, size, and specific uses of each project site will be determined through the master development plan review and approval process, working collaboratively with the City of Eloy staff.



Once the master development plan is approved, we would submit the individual project plat maps for review and approval. We expect to begin working with our eventual builder partners as soon as our master development plan is deemed acceptable by City staff to submit for review and approval by Planning Commission and City Council. Those partners will drive the detailed plans for each project site plat map, to best fit their intended products, the allowable density and provide the highest and best use as determined by the collaborative project design process with City staff.

The intended uses are described in Section B (Proposed Project Information). This preliminary project plan is subject to the scope of work to be determined and mutually agreed to between the City and the development team which will be set forth in the Development Agreement, and the master development plan review and approval process.

We anticipate requiring investment equity of \$3 million to fund the acquisition of the property and entitlement for the master development plan phase, as described above. In anticipation and preparation for this project, we have already raised 30% of that amount through contributions from Coast 2 Coast Equities, Inc. and individual project entities, which are set up to contribute to the master development plan entitlement costs and to then fund the entitlement of the resulting project site plat maps. These project entities will become limited partners of Eloy Community Development Partners, LLC, upon approval of the master development plan and procurement of the builder partners. The market study, various visits to Eloy to meet with City staff and familiarize ourselves with the project site, and the concept design were funded through these anticipatory contributions.



Upon approval of the master development plan, our builder partners will raise construction funding through a combination of equity and debt. All builder partners would be subject to approval by the City of Eloy before becoming project partners and expected to provide the necessary funding to develop and build out their project per the approved Plat Map conditions and the city's architectural review and approval process.

This financing plan and all the financial information provided are rough projections. With full project scope of work and timing to be determined in the Development Agreement, and the actual number of project sites, uses, densities and products to be determined through the master development plan review and approval process, funding requirements will vary. The Development Agreement will determine the full Scope of Work and Specifications. This conceptual project plan, financing plan, project estimate are based on our interpretation of the likely scope of work. A more accurate project schedule, cost estimate, cash flow projection and financing plan will be prepared upon completion of the mutually agreed upon Development Agreement.

A detailed project management plan is impossible to prepare until the final scope of work has been determined, which will be set forth in the Development Agreement. Our general project management approach is for Coast 2 Coast Equities, Inc. to provide the overall project management for the entire project and take the lead in the entitlement portion of the project. RVI will lead the planning for the project, both in the master development plan phase and for each of the individual plat maps. Bowman Consulting will provide civil engineering for all aspects of the project, including the master development plan, the plat maps and final engineering. Doug Miller & Sons will provide input into project design from the builder perspective and take the lead in procuring our builder partners for each project site as they are approved. The individual project plat maps will be planned, processed, and approved in phases to avoid overwhelming City staff or the project team. Our intent is to process in the following order: Build-to Rent Home Community, Build-to-Sell Single-Family Home Community, Multi-Family Apartment Community, Commercial/Retail. This is subject to change based on the final scope of work outlined in the development agreement and the individual project sites resulting from the master development plan process.

Based on the milestone schedule for the developer selection process as set forth in the RFP document and estimating the time necessary to obtain Master Development Plan approval followed by the various Plat Map approvals, the following summary schedule of entitlement activities is provided. Construction scheduling will be dependent upon the final scope of work, uses, unit counts and will be created with the input of the builder partners. This schedule is an estimate based on the concept project plan outlined herein and is expected to change as needed to reflect the actual scope of work as will be set forth in the Development Agreement. ***A Gantt chart schedule reflecting these tasks and dates is included in the Appendix.***

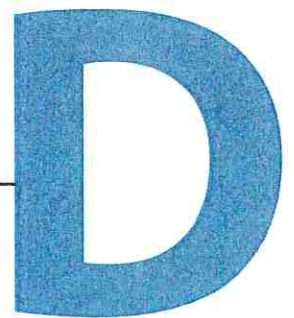
Anticipated Schedule	Start Date	End Date
Developer Selection		
<i>Submit proposal for consideration</i>	4/5/24	
<i>City selection recommendations</i>	4/19/24	
<i>Development agreement negotiations</i>	4/20/24	5/31/24
<i>City council approvals</i>	6/24/24	
<i>Open escrow</i>	6/25/24	
Entitlements		
<i>Master Development Plan</i>	6/25/24	6/2025
<i>Planning & design</i> ▪ <i>Studies, tests & reports</i> ▪ <i>Boundary, topo & surveys</i> ▪ <i>Planning & engineering</i>	3/10/2023	
<i>Submit master development plan</i>	3/2025	
<i>Planning commission</i>	5/2025	
<i>Council Approval</i>	6/2025	
Plat Maps		
Plat Map #1	3/2025	8/2025
<i>Planning & design</i> ▪ <i>Lotting studies</i> ▪ <i>Planning & engineering</i> ▪ <i>City staff reviews</i>	3/2025	
<i>Submit Plat Map #1</i>	6/2025	
<i>City approval Plat Map #1</i>	8/2025	
<i>Final engineering Plat Map #1</i>	8/2025	12/2025
Plat Map #2	6/2025	11/2025
<i>Planning & design</i> ▪ <i>Lotting studies</i> ▪ <i>Planning & engineering</i> ▪ <i>City staff reviews</i>	6/2025	
<i>Submit Plat Map #2</i>	9/2025	
<i>City approval Plat Map #2</i>	11/2025	
<i>Final engineering Plat Map #2</i>	11/2025	3/2026
Plat Map #3	9/2025	2/2026

Anticipated Schedule	Start Date	End Date
<i>Planning & design</i> ▪ <i>Lotting studies</i> ▪ <i>Planning & engineering</i> ▪ <i>City staff reviews</i>	9/2025	
<i>Submit Plat Map #3</i>	12/2025	
<i>City approval Plat Map #3</i>	2/2026	
<i>Final engineering Plat Map #3</i>	2/2025	6/2025
<i>Plat Map #4</i>	12/2025	5/2026
<i>Planning & design</i> ▪ <i>Lotting studies</i> ▪ <i>Planning & engineering</i> ▪ <i>City staff reviews</i>	12/2025	
<i>Submit Plat Map #4</i>	3/2026	
<i>City approval Plat Map #4</i>	5/2026	
<i>Final engineering Plat Map #4</i>	5/2026	9/2026

The project budget is estimated based on the project plan described herein and is subject to change per the mutually agreed upon Development Agreement which will determine the actual scope of work and project timeline. Based on our best estimates from our proposed project plan, we estimate \$800,000 to \$1,200,000 for planning, engineering, studies, tests, reports, city fees, surveys, and other entitlement costs to achieve approval of the Master Development Plan and the subsequent Plat Maps (estimated to be from 4 to 8 individual plat maps). A more accurate cost estimate will be prepared upon completion of the Development Agreement and the project scope of work set forth within that document.

Having an unknown project scope of work, project schedule and project cost estimate at this time, pending the completed Development Agreement, it is impossible to prepare a project cash flow which would have any relevance or acceptable level of accuracy. A project cash flow will be prepared and submitted to the City upon completion of the Development Agreement.

Developer Information



Section D - Developer Information

Eloy Community Development Partners, LLC is an entity formed for the purpose of acquiring and developing the subject site, made up of the project team members listed and described in Section A. As a newly formed entity, the development company has no financial statements to date nor is there anything to audit. Should this project for some reason not proceed the entity will be dissolved.

The various companies which are partnered to make up Eloy Community Development Partners, LLC each have ongoing financial management, however given the addendum which completes and heavily modifies the original RFP document, was received on March 26, 2024, and the looming tax filing deadline, there is inadequate time to have our CPA prepare full financial statements for this year, nor for an independent audit. Our fiscal year ends in June; thus, our year-end financial statements were not anticipated to be prepared until July at the earliest. Being a closely held corporation with only three shareholders and a highly transparent and simple financial operation, Coast 2 Coast Equities, Inc. has not had an independent audit performed. Our CPA estimates the process of preparing financial statements for this year and having an independent audit performed will take approximately 90-days. We can discuss providing necessary financial documents as part of the Development Agreement.

The legal name of the business for this proposal is **Eloy Community Development Partners, LLC**, an Arizona limited liability company. The manager of the entity is **Coast 2 Coast Equities, Inc.**, a Florida C-corporation, and **Douglas & Sons Development Group, LLC**, a Florida limited liability company. The President of Coast 2 Coast Equities, Inc. is Stephen Matley, a one-third owner of the company. The Manager and owner of Douglas & Sons Development Group, LLC is Douglas Miller.

- Articles of Formation of Eloy Community Development Partners, LLC and a Statement of Good Standing are included in the Appendix, along with the tax ID (EIN).
- Being an LLC, there is no Board of Directors for Eloy Community Development Partners, LLC; information on the LLC's Managers is listed in this paragraph, above.
- The organization chart is provided in the Appendix and under Section A.
- A Statement of Good Standing for Coast 2 Coast Equities, Inc. is included in the Appendix along with its tax ID (EIN).
- The Board of Directors and officers for Coast 2 Coast Equities, Inc. are: Stephen Matley (President), Stephen Holgate (Vice President), and Loren Huweiler (Treasurer & Secretary).

Appendix

1. Offer and Acceptance Form
2. Attachment A - Reference Form
 - *Letters of Reference*
3. Certificate of Good Standing and Incorporation
4. Resumes and Applicable Projects
5. Project Entitlement Schedule
6. Draft Development Agreement Opinion
7. Concept Plan

APPENDIX

1

Offer and Acceptance

	City of Eloy	City of Eloy 595 North C Street Suite 104 Eloy, AZ 85131 Phone: 520-466-9201
	Offer and Acceptance	

DESCRIPTION OF SERVICES: Design, Develop and construction

OFFER

To the City of Eloy: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract. Pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales): Arizona

Contractor License Number:

Privilege Tax License #

City of Eloy Business Registration No.:

For clarification of this offer contact:

Name: Steve Matley

Telephone: 915.809.9720

E-Mail Address: smatley@coast-2coast.com

Eloy Community Development Partners, LLC

Sign:

Authorized Signature for Offer

Company Name

3035 SE Maricamp Road, #104-308

Address

Printed Name

Ocala, FL 34471

Manager April 4, 2024

City State Zip Code

Title Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Eloy Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

Attested by: CONTRACT NO: _____

Mary Myers, City Clerk City
Seal

City Manager, City of Eloy (if applicable)

Approved as to form:

Stephen Cooper, City Attorney

APPENDIX

2

Attachment A Reference Form Letters of Recommendation

	City of Eloy	City of Eloy 595 North C Street Suite 104 Eloy, AZ 85131 Phone: 520-466-9201
	Attachment A References	

Please list a minimum of three (3) references from clients similar to the City of Eloy whom the City may contact:

1	Company:	TruAmerica Multifamily Investments		
	Contact:	Ethan Pompey	Phone:	904-200-5712
	Address:	10100 Santa Monica Blvd., Ste 400, Santa Monica, CA 90067		
	Dates/Description of Work	Solis Apartments: Winter Park, FL 300-unit renovation and ground-up project included re-zoning and commercial shopping center concept.		
	Contract Value:	\$15,800,000		
2	Company:	WD Land		
	Contact:	David Harbour	Phone:	949-419-4229
	Address:	530 Technology Drive, Ste 100, Irvine, CA 92618		
	Dates/Description of Work	Numerous projects totaling over 3,000 residential lots plus mixed-use sites.		
	Contract Value:	Total land value of over \$85million, leading to homes valued at over \$900,000,000, which generates 1% property tax revenue of approximately \$9,000,000 annually.		
3	Company:	Bridge Investment Group		
	Contact:	Keegan Biggers	Phone:	407-999-2400
	Address:	1000 Legion Place, Ste 1600, Orlando, FL 32801		
	Dates/Description of Work	Lennox Cove Apartments: Realigning a four-way stop, reconfiguring the parking lot and curbing, and adding new units to capitalize on available space.		
	Contract Value:	\$18,600,000		

Note: Use additional pages if necessary.



4900 NORTH SCOTTSDALE ROAD
SUITE 3000
SCOTTSDALE, AZ 85251
TEL (855) 970-0003
www.launch-dfa.com

VIA ELECTRONIC DELIVERY

Mr. Mackenzie Letcher
Asst. City Manager
City of Eloy
595 North "C" Street
Suite 104
Eloy, Arizona 85131

RE: Steve Holgate Coast to Coast Equities

Dear Mr. Letcher:

Let this letter serve as my reference for Mr. Steve Holgate. Steve and I have known and collaborated with one another for over 30 years assisting both the public and private sectors understand the benefits of special purpose district financing which provides non-recourse, tax exempt bond financing to assist in the provision of public infrastructure benefiting property within the special taxing district. In Arizona, special district financing is most commonly provided through community facilities districts ("CFD") and/or revitalization districts ("RD").

Because of our relationship, Steve came to me in 2021, through his company, Coast2Coast Equities, Inc., and informed me he was involved with a number of development projects in the City of Eloy ("City") and needed our company to get involved in forming a RD in the City for the purpose of funding much-needed infrastructure required for the continued growth of the City. He was very instrumental in getting the major landowners together with our company, so that we could explain the benefits of bond financing and move forward with the establishment of the RD (which is currently in process).

Our company, Launch Development Finance Advisors, is positioned in working with Coast2Coast Equities on their projects in Florida and Texas. We look forward to collaborating with them in the future.

Should you have any questions please feel free to contact me on my mobile number- 480-828-9555.

Kind regards,

A handwritten signature in black ink, appearing to read "C. Froelich", written over a light blue horizontal line.

Carter Froelich
Managing Principal

Arizona | California | Idaho | Florida | Nevada | New Mexico | North Carolina | Texas | Utah | Washington



April 2, 2024

To whom it may concern:

My business relationship with Steve Matley, Loren Huweiler and Steve Holgate began in 2002, and I am still representing/advising them and marketing their projects to homebuilders in Southern California, primarily in Riverside County. During this period of working with them, they have gone under contract and successfully managed the entitlement process for each of their properties/sites. They built collaborative relationships with the cities, the county and other local public agencies to address/solve a variety of concerns and problems, which helped long-term community development. The cities and county both understood the need for housing to justify commercial development, which would generate sales tax revenue.

The first project, "The Cove" (554 single family lots), that I worked on with the three partners was considered leapfrog development at first and needed major infrastructure planning. Today, that end of town is filling in with new home construction, is attracting valuable commercial development, and has transformed into the most desirable area of town.

I have facilitated the sales of nearly 3,000 lots entitled by the three partners, and sold those lots to at least 20 different homebuilders, including national builders KB Home, DR Horton, Lennar and Meritage as well as local private builders such as Empire Homes, Griffin Communities, J.D. Pierce, Distinguished Homes, Corman Leigh Communities, Bill Lo, Pacific Communities, Meeker Communities, Ryder, Don Newell Homes, CNH Homes and Covenant Homes.

I am proud to have worked with these gentlemen and believe they have been instrumental in facilitating responsible growth within these communities that now thrive today.

Sincerely,

A handwritten signature in blue ink, appearing to read "D Harbour", written in a cursive style.

David Harbour
WD Land

03/29/2024



To whom this may concern,

I am writing to wholeheartedly endorse Doug Miller, a key member of the Douglas & Sons Development Group, for his exceptional contributions and expertise in concept design, forecasting and budgeting both soft and hard construction costs, building and consulting, and implementing preventative maintenance programs across numerous multifamily and mixed-use development projects.

During his tenure with our company, Doug consistently showcased an outstanding ability to conceptualize and design multifamily and mixed-use developments that are both innovative and practical. His creativity, combined with a keen understanding of market trends and client needs, has led to the successful execution of several notable projects under his guidance.

Doug's proficiency in forecasting and budgeting soft and hard construction costs is unparalleled. He possesses a meticulous attention to detail and an innate ability to anticipate potential challenges, allowing him to develop accurate and comprehensive budgets that align with project goals and objectives. His foresight and strategic approach have been instrumental in ensuring the financial success of our endeavors.

In summary, Doug Miller is an exceptional professional whose breadth of experience and depth of expertise make him an invaluable asset to any development team. His dedication to excellence, coupled with his innovative thinking and strategic vision, sets him apart as a leader in the field of multifamily and mixed-use development. I am confident that Doug will continue to make significant contributions to the industry and achieve continued success in his future endeavors.

Ethan J. Pompey

Senior Director, Capital Improvements|East Coast

TruAmerica Multifamily

C: [904.200.5712](tel:904.200.5712)

Epompey@TruAmerica.com

www.TruAmerica.com

A handwritten signature in black ink that reads "Ethan J. Pompey".

BAINBRIDGE

BAINBRIDGE CONSTRUCTION COMPANIES

Whom it may concern,

I am writing to provide a strong recommendation for Doug Miller, who has been an integral partner with Bainbridge Companies for the past three years. Doug has demonstrated exceptional expertise and dedication in developing, building, capital projects/renovations and consulting on numerous multifamily and mixed-use development projects during his tenure with our company.

As a preferred partner with Bainbridge, Doug has consistently exhibited a profound understanding of the intricacies involved in every phase of capital projects/renovation projects. His keen insight into market trends, zoning regulations, and construction management has been invaluable in ensuring the success of our endeavors. Doug's ability to navigate complex challenges and his meticulous attention to detail have greatly contributed to the timely and efficient completion of each project he has been involved in.

One of Doug's most commendable qualities is his collaborative nature. He excels in fostering strong relationships with stakeholders, including clients, contractors, architects, and local authorities. Doug's effective communication skills and his adeptness at coordinating various project elements have played a significant role in fostering productive partnerships and achieving shared objectives.

Moreover, Doug's passion for sustainable development and innovative design solutions has been evident in his work. He consistently strives to incorporate environmentally conscious practices and cutting-edge technologies into our projects, enhancing their long-term viability and community impact.

In addition to his technical proficiency, Doug's leadership qualities are exemplary. He leads by example, motivating and inspiring team members to deliver their best performance. His proactive approach to problem-solving and his ability to inspire confidence in others make him a highly respected figure within our organization.

**BRIDGE
INVESTMENT
GROUP**

To Whom It May Concern,

I am writing to offer my enthusiastic endorsement for Doug Miller, who has been an invaluable partner of the Bridge Property Management construction team for the past five years. During his involvement with our company, Doug has consistently demonstrated exceptional skills and dedication in budgeting, building, and consulting on numerous multifamily projects.

Doug's expertise in budgeting has been instrumental in ensuring the financial success of our projects. He possesses a deep understanding of cost estimation, financial analysis, and resource allocation, allowing him to develop accurate and comprehensive budgets that align with project objectives. Doug's meticulous attention to detail and proactive approach to financial management have helped us achieve cost-efficiency without compromising on quality.

In the realm of building, Doug's technical knowledge and leadership have been indispensable. He has been awarded the construction of multiple multifamily projects with a keen focus on quality control, safety, and adherence to timelines. Doug's ability to coordinate effectively with contractors, subcontractors, and suppliers has facilitated smooth project execution, minimizing delays and maximizing productivity.

In conclusion, Doug Miller is an exceptional professional whose contributions have been integral to the success of our multifamily development projects. His expertise in budgeting, building, and consulting, coupled with his unwavering commitment to excellence, make him a highly valuable asset to any team or organization. I wholeheartedly recommend Doug without reservation and am confident that he will continue to excel in his future endeavors.

Should you require any further information, please do not hesitate to contact me.

Sincerely,



Keegan Biggers – Construction Manager – Bridge Property Management

To whom it may concern,

I have worked with Coast 2 Coast Equities, Inc. for three years, but have worked with and known one of the principals for over ten years. Having been a real estate broker with over fifty agents, I understand real estate and real estate investing. I am an investor in Coast 2 Coast projects and have referred multiple other investors to them for projects. The three owners have extensive and longstanding experience in real estate acquisition, entitlement and development having completed dozens of projects over several decades.

They are straightforward in their business dealings and have proven to be communicative, transparent and open regarding project projections, status reports and unexpected issues which are always a part of real estate development projects. I have great confidence in referring investors to their projects as I know they will manage the projects proactively, honestly and with the best interests of their investor partners in mind. In fact, they repaid investors in a past project which did not work out, absorbing the loss themselves to preserve the investors' funds, and even paid the investors interest on the funds. They had no obligation to do this as all investors understood the risk associated with the project, however the owners believed they needed to protect the investors if they had the ability to do so.

On another project, to which I referred an investor, they ran into a problem when the city changed their conditions to an impossible task that would made them responsible to force the neighboring landowner to join them in developing their sites together. This owner had no interest in developing, buying their land or selling his land to them. They handled this issue by moving the entire project to another parcel in a neighboring city; that project took a little longer to complete but provided a much higher return for the investors. Their ability to find multiple strategies to make projects work, or to at least preserve the investor funds, is one of the main reasons I refer my own friends, associates and connections to them.

I would not hesitate to recommend them to sellers, buyers or investors.

Sincerely,

Marie A G Waite

Marie Antonette G. Waite
Founder and CEO

June 10, 2021

To whom it may concern:

I am delighted to offer a letter of recommendation for Coast 2 Coast Equities, Inc. My husband and I have been investing with these three principals since 2001. The first investment was \$60,000 which was doubled at return. We rolled that and earned the same doubled return. Not every investment doubled but the returns were always as promised and great!

We currently are invested in 3 of their projects with a big chunk of our retirement savings. We are comfortable enough with the Coast to Coast Principals to suggest that our Retiring College Professor daughter invest as well. She is a very talented and much loved woman so I personally can't give a higher recommendation than what I would suggest to her.

Please feel free to share my cell or our home number with anyone who would like to chat because many kind people have benefited us and I am happy to pass it on.

Sincerely, *Sue Cooke*

Sue Cooke

Oh! P.S. When any real estate person phones with some sales pitch they ALWAYS ask for Mr. Cooke. Be it known that my sweetheart is interested in the return but not the nuts and bolts of research and contracts. I could not have done his job and truthfully, he can't do mine. Consequently, it is Sue, for real estate and investing. SC

To Whom It May Concern:

In 2004 and 2005 I was fortunate to be able to work with Steve Holgate, real estate developer, on a couple of residential subdivision projects in Oakley, CA.

We worked together on the assemblage of parcels and obtaining entitlements and then sold the finished lots to home builders Ryder Homes and Clyde Miles Construction (Seeno Homes).

The projects each consisted of approximately 10-acre assembled parcels with 50 - 54 finished lots. Steve was diligent in his efforts to secure entitlements of the properties within the agreed upon time frame and maintained a high level of integrity and trust with the landowners. These were total win-win projects.

I would love the opportunity to work with him again.

Best,

Gwendoline (Gwendy) JURGENS

CCIM, LEED AP, PMC, SRES

Broker-Associate

CENTURY 21 EPIC

DRE# 01087455

Direct: 925.325.1300 | Email: gwen@landwestproperties.com



CENTURY 21
COMMERCIAL
Epic

APPENDIX

3

Certificate of Good Standing and Incorporation

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

I, the undersigned Executive Director of the Arizona Corporation Commission, do hereby certify that:

Eloy Community Development Partners, LLC

ACC file number: 23652503

was incorporated under the laws of the State of Arizona on 03/07/2024, and that, according to the records of the Arizona Corporation Commission, said limited liability company is in good standing in the State of Arizona as of the date this Certificate is issued.

This Certificate relates only to the legal existence of the above named entity as of the date this Certificate is issued, and is not an endorsement, recommendation, or approval of the entity's condition, business activities, affairs, or practices.

IN WITNESS WHEREOF, I have hereunto set my hand, affixed the official seal of the Arizona Corporation Commission, and issued this Certificate on this date: 03/07/2024



Douglas Clark, Executive Director

ARTICLES OF ORGANIZATION

OF LIMITED LIABILITY COMPANY

ENTITY INFORMATION

ENTITY NAME: ELOY COMMUNITY DEVELOPMENT PARTNERS, LLC
ENTITY ID: 23652503
ENTITY TYPE: Domestic LLC
EFFECTIVE DATE: 03/07/2024
CHARACTER OF BUSINESS: Any legal purpose
MANAGEMENT STRUCTURE: Manager-Managed
PERIOD OF DURATION: Perpetual
PROFESSIONAL SERVICES: N/A

STATUTORY AGENT INFORMATION

STATUTORY AGENT NAME: Arizona Statutory Agent Services, LLC
PHYSICAL ADDRESS: Attn: Carlton C. Casler, 12725 W Indian School Rd Ste E-101,
AVONDALE, AZ 85392
MAILING ADDRESS: Attn: Carlton C. Casler, 12725 W Indian School Rd Ste E-101,
AVONDALE, AZ 85392

PRINCIPAL ADDRESS

Att: Douglas J. Miller, 1145 W. Airport Blvd., SANFORD, FL 32773

PRINCIPALS

Member and Manager: Coast 2 Coast Equities, Inc. - Steve Holgate or Petra Tucker, 3035 SE Maricamp Road,
#104-308, OCALA, FL, 34471, USA - - Date of Taking Office:
Member and Manager: Douglas & Sons Development Group, LLC - Douglas J. Miller, 1145 W. Airport Blvd.,
SANFORD, FL, 32773, USA - - Date of Taking Office:

ORGANIZERS

ARIZONA STATUTORY AGENT SERVICES LLC: Carlton Casler, 12725 W. Indian School Road, Suite E-101,
Suite E-101, AVONDALE, AZ, 85392, USA,

SIGNATURES

Authorized Agent: Carlton C. Casler - 03/07/2024

 DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-08-2024

Employer Identification Number:
99-1802993

Form: SS-4

Number of this notice: CP 575 B

ELOY COMMUNITY DEVELOPMENT PARTNERS
STEPHEN HOLGATE MBR
3035 SE MARICAMP RD UNIT104-308
OCALA, FL 34471

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 99-1802993. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2025

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ELOY. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data: A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence
so we may identify your account. Please
correct any errors in your name or address.

CP 575 B

99999999999999

Your Telephone Number Best Time to Call
() -

DATE OF THIS NOTICE: 03-08-2024
EMPLOYER IDENTIFICATION NUMBER: 99-1802993
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

ELOY COMMUNITY DEVELOPMENT PARTNERS
STEPHEN HOLGATE MBR
3035 SE MARICAMP RD UNIT104-308
OCALA, FL 34471

APPENDIX

Resumes and Applicable Projects

4



Stephen (Steve) Matley
smatley@coast-2coast.com

Business and Project Management Experience:

Steve Matley has over 25 years of experience in leadership and management. His business management and project management experience was cultivated in real estate, land development and construction management, involving commercial, institutional, residential and public works projects. He has held positions as a General Building Contractor, a Senior Project Manager for an ENR top 50 rated agency construction management firm and Vice-President of Land Acquisition and Forward Planning for a production homebuilder. In these positions Steve successfully planned and executed numerous projects including educational complexes, high-rises, master planned communities, production homes, custom homes, public works and infrastructure projects. He has been designated as an expert witness in real estate, development and construction related litigation cases.

As a business owner, Steve managed multiple companies of his own, including DCM Group Inc., a development and construction management consulting firm, which managed land acquisition, entitlement, and planning for projects valued at over a half billion dollars within an eight year period. During this time, Steve personally managed dozens of projects, consistently performing above projected ROI expectations. Currently, he serves as President of Coast 2 Coast Equities, Inc., a real estate investment, acquisition and development firm with projects ranging from 30-acres to 500-acres spread over four states.

Steve participates as a facilitator and speaker, presenting for seminars, conferences and symposiums primarily in the real estate and construction industries. Steve has hosted several radio and television shows on real estate, management, leadership and community involvement, and had been an expert guest on multiple shows and podcasts as well. Currently, Steve serves on the Board of Directors for the San Diego creative Investors Association and is an active member of multiple other real estate investors' associations throughout southern California.

Steve is a Chair of the Construction Management Programs at NewSchool of Architecture & Design in San Diego, overseeing undergraduate and graduate degree programs. He previously served as a professor for the Gordon and Jill Bournes School of Engineering at California Baptist University. Steve led the creation, curriculum development and WASC accreditation process for the Associates of Science Degree program in Construction Management at San Joaquin Valley College where he held various positions including Program Director, Division Manager and Student Dean.

Education:

Steve has earned a Master of Business Administration degree (MBA) from Chapman University, a Bachelor of Science degree in Business Management from the University of La Verne and an Associate of Arts degree in Liberal Arts from Ventura College. Steve holds designations as a Certified Leadership Coach and Coach Trainer for CBMC-LLI, a Certified Trainer for NAHB's Homebuilders Institute, a Certified Green Professional (CGP) and a Certified Aging in Place Specialist (universal design-CAPS) from NAHB, and is a professional member of the National Speakers Association.

Community Service and Affiliations:

Steve has served as a Board Member for the Building Industry Association (BIA-SC, Baldy View Chapter), a Member of CMAA (San Diego Chapter), a Board Member of San Diego Creative Investors Association (SDCIA), a member of NAHB, a sponsoring member of San Diego Impact Real Estate Investors Network, a member of North San Diego Real Estate Investors Association, a sponsoring member of Private Lending Masters, a member of Los Angeles Real Estate Investors Association, a member of Orange County Real Estate Investors Association, a member of NAHB (National Association of Homebuilders), a member of DBIA (Design build Institute of America), an Affiliate Member of SRCAR (South Riverside County Association of Realtors), a member of ASC (Associated Schools of Construction), and is Past President of the Inland Valley Business and Community Foundation, a non-profit 501c3 organization.

Coast 2 Coast Equities, Inc.

Stephen J. Matley

Construction Management

Land Development

Development and Construction Consulting

Partial Project Experience

Project Name & Description

Project Location & Notes

Educational and Religious Institutions



San Diego State University - Chapultepec Hall

- \$12,000,000 Bio-Hazard Remediation & Reconstruction
- 11-Floor California State University Residence Hall
- 540-Student Resident Capacity

San Diego, CA

15,18,20,23,25,26,29,30,31,32
34,38,39



Congregation Beth Israel

- 65,000 SF Religious & Educational Center on 3 Acre Site
- Multiple Award Winning \$17,000,000 Facility
- San Diego County's Largest Synagogue Complex

San Diego, CA

6,11,12,13,15,16,19,20,24,27,28,29
30,31,32,33,34,42

Public Sector / Government Agency Projects



NAWS China Lake

- Design-Build Fire Alarm & Reporting System Replacement
- 180+ Buildings from 1,000 sf up to 500,000 sf
- Research Laboratories, Hangars, Schools, Offices, Storage, Machine Shops, Communications, etc.

Ridgecrest, CA

20, 22, 24, 25, 26, 27, 28, 29
30, 34, 35, 38



MCLB Barstow

- D/B Fire Suppression System Replacement
- D/B Fire Alarm and Reporting System Replacement
- 52,000 sf Warehouse, 15,000 sf Engine Shop and 18,000 sf Dymanometer Test Cell Facility

Barstow, CA

20, 22, 24, 25, 26, 27, 28, 29
30, 34, 35, 38



Naval Post Graduate School at NSA Monterey

- Design-Build Fire Alarm & Reporting System Replacement
- Fire Sprinkler Repair/Replacement
- 4 Multi-Story Military Higher Education Buildings
- Laboratories, Test Cells, Auditorium, Offices, Classrooms

Monterey, CA

20, 22, 24, 25, 26, 27, 28, 29
30, 34, 35, 38



North Embarcadero Visionary Plan, Phase III

- Management of \$6,600,000 Design Phase for \$54,000,000 Infrastructure Improvement Project
- 3,500,000 SF of Public Infrastructure Improvements
- Multi-Agency (SD City, SD County, Port, CCDC, US Navy)

San Diego, CA

11,14,15,16,18,20,27,28,30,31,34,42

Stephen J. Matley



Coachella Valley Mosquito & Vector Control

- 19,000 SF Headquarters & Operating Facilities
- \$3,800,000 Design-Build New Construction
- Fleet Facilities, Entomological Lab, Operations, Admin

Indio, CA

11,20,24,27,28,29,30,31,32,33,36,42



James R. Mills Building (Trolley Center)

- \$6,000,000 Exterior Reconstruction/Abatement Project
- 12-Floor Government Office Building w/Clock Tower
- 8-Level Parking Structure & Mass Transit Facility

San Diego, CA

15,20,24,27,28,29,30,31,32,33,36,42



Bradley Field

- Municipal Little League Park Demolition & Replacement
- Public Agency & Non-Profit Partnership

Coronado, CA

20,23,24,30,31,32,35

Redevelopment Agency / Public-Private Partnerships



900 F Street

- \$12,000,000 Urban Mixed-Use Apartments & Retail
- 120-Unit, 4-Floor Apartment Building
- Street Level Retail Storefronts & Lofts
- 2-Level Subterranean Parking structure

San Diego, CA

11,14,15,20,23,24,28,29,30,31,33
34,42



Gateway Chula Vista, Phase I

- 100,000 SF Commercial/Retail Redevelopment Project
- Separate 6-Level Parking Structure

Chula Vista, CA

6,11,13,14,15,20,23,24,26,28,29,30
31,32,34,42

Community Associations Reconstruction



Lindbrook Town-Homes & Condominiums

- 36 Two-level Town-homes
- 4-Floor Condominium Building with 32-Units
- \$35,000,000 Seismic Retrofit & Reconstruction
- 2-Level Concrete Parking Structure

Encino, CA

15,20,23,25,26,28,29,30,31,32,34
37,39



Wesley Palms

- \$8,000,000 Flood Damage Reconstruction
- 6-Floor Retirement & Convalescence Facility
- 50-Acre Extended Retirement Community

San Diego, CA

15,20,23,25,26,27,28,29,30,31,32,33
34,37,39,42



Palm Desert Resorter

- \$13,000,000 Defect Reconstruction
- 960-Unit, 350-Acre Gated Golf Course Community
- 7.5 Miles of Road, Curb, Gutter Removal /Replacement
- Repairs Included Mechanical, Electrical, Plumbing
Slab Cracks, Pools, Driveways, Drywells.

Palm Desert, CA

20,23,25,27,28,29,30,31,32,33,34,38
39,41,42

Stephen J. Matley



Palm Desert Greens

- 400-Acre Golf Course Community of 500+ Homes
- Flood Control/Storm Drain System Reconstruction

Palm Desert, CA

23,24,27,28,29,31,32,34,39



Ocean Towers

- \$55,000,000 Seismic Retrofit & Reconstruction
- Twin 19-Floor Towers, 317 Luxury Residential Units
- 3-Level Subterranean Parking Structure

Santa Monica, CA

15,20,23,25,26,28,29,30,31,32,33,34
37,38,39,42

Single Family Residential / Production Homes



Morningridge

- 28 High-End Single Family Homes
- Community Association
- Environmental Mitigation & Monitoring

Carlsbad, CA

15,20,21,40



Wildflower

- 36 Move-Up Single Family Homes
- Semi-Rural Low Density
- State Water Quality Mitigation Program

Wildomar, CA

15,17,20,21,40



Marigold

- 38 Move-Up Single Family Homes
- Community Association
- Community Park

Menifee, CA

17,20,21,28,42



Bridgewalk

- 68 High-End Single Family Homes
- Gated Community Association
- Rural Low-Density Equestrian Estates
- On-Site & Off-Site Sewer & Lift Station Design

Woodcrest, CA

5,7,15,20,21,28,29,31,34,42



La Mesa Hilltop

- 36 High-End Single Family Homes
- Community Association
- Suburban In-Fill Project

La Mesa, CA

20,21



Big Tree

- 55 High-End Single Family Executive Homes
- Community Association
- Suburban In-Fill Project
- Sensitive Habitat Preservation

Murrieta, CA

7,8,11,15,17,20,21,22,27,28,31,34,40

Stephen J. Matley

Development, Land Acquisition & Entitlement



Kirby Partners

- 22-Acres, 69-Lot R-1 Subdivision
- Entry-Level Home Sites

San Jacinto, CA

2,3,11,19,31,35

Orangewood Investment Partners

- 15-Acres, 13-Lot A-1/C-1 Subdivision
- Equestrian Custom Home Sites

Hemet, CA

2,3,5,6,7,11,15,19,20,31,35

Sanderson Ranch

- 38-Acres, 211-Lot R-1 Subdivision
- Gated Community for Entry-Level Homes

San Jacinto, CA

15-North Valley View Partners

- 20-Acres, 51-Lot Low-Density Subdivision
- Executive Home Sites

Oakley, CA

2,3,6,15,17,19,22,27,28,30,31,35



Ramona Meadows

- 79-Acres, 250-Lot R-1 Subdivision
- Entry Level Home Sites

San Jacinto, CA

2,3,4,9,10,19,20,31,35,42

The Centre at San Jacinto

- 68-Acres, 300-Lot R-1 Lot Subdivision
- Entry-Level Home Sites in City RDA Area

San Jacinto, CA

2,3,9,19,20,31,35,42



Banning Crossroads

- 9.25-Acres, 2 C-3 Zoned Parcels
- 2.5-Acre Hard Corner - Retail
- 6.75 Acre Office / Light Industrial

Banning, CA

1,2,4,5,11,12,19,20,22,27,28,30,31,35,38

Lincoln Street-3 Partners

- 3.23-Acres, C-3 Zoned Parcel
- Commercial / Retail Freeway Frontage

Banning, CA

1,2,11,15,19,22,27,28,30,31,35



San Jacinto Mountain View Properties

- 17-Acres, 106-Lot PUD Subdivision
- Entry-Level Home Sites in Gated Community

San Jacinto, CA

2,3,8,9,10,11,17,19,31,35

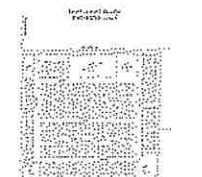


7th Street-13 Partners

- 13-Lot Recorded Subdivision
- Entry-Level Home Sites

San Jacinto, CA

2,5,11,19,20,31,35



East Coast Inland Partners I

- 42-Acres, 330 Lot Plat Map
- Entry-Level, Single-Family Home Sites
- Designed as Part of Multi-parcel Assemblage
- Sold to Multi-national Development Partnership

Marion County, FL

2,3,6,11,19,20,22,27,31,35

Stephen J. Matley

Index & Description of Notes for Project History:

Note # & Description

Land Development

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- 2 Optioned / Assignment
- 3 Tentative Tract Map / Plat Map
- 4 Tentative Parcel Map
- 5 Final Map Recordation
- 6 Multi-Parcel Assembly
- 7 Final Engineering
- 8 Planned Unit Development
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- 11 Site Plan / Lot Study
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- 13 Lot Consolidation / Lot Line Adjustment
- 14 Development Agreement
- 15 Environmental Assessment / Monitoring
- 16 Mutual Easement Agreement
- 17 CFD Processing
- 18 FEMA Map Revision
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- 20 Permit Assistance/ Agency Coordination
- 21 DRE Processing / HOA Formation & Management
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Note # & Description

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- 30 Estimating / Value Engineering
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- 33 Contract Negotiations / Buy-Out
- 34 Project Manager / Managing Consultant
- 35 Managing Member/Partner
- 36 Turnkey Project Management
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- 40 Bond Exoneration
- 41 Litigation Support
- 42 Utility Coordination
- 43 Design-Build

Stephen R. Holgate

Biography—

Steve Holgate has over 47 years' experience in all facets of the real estate industry. As partner/owner of his companies, he has worked with numerous cities in the successful planning and completion of residential, industrial, and commercial projects. His expertise is in property acquisition, land planning, subdivision map processing and city/county entitlements. His experience with the intricacies associated with Redevelopment Agency requirements and bond financing is extensive. Mr. Holgate enjoys an excellent reputation for his willingness to work with and create motivated development teams among cities, engineers, consultants, and end users.

Not only does Mr. Holgate demonstrate creative and innovative plans which allow for the successful completion of projects that meet the needs of both cities and the developers, he is also extremely experienced in negotiating with city councils, planning commissions and staff to determine "best use" site plans to maximize land use.

Mr. Holgate's projects total in excess of \$2.5 billion and include residential, commercial, industrial developments, and income producing projects. He has orchestrated sixteen city annexations, eighty-four subdivisions with over 11,500 lots, seven construction projects, and nine major specific plans. Office, retail, medical and industrial projects, residential master-planned communities and over 1,250 apartment units are included in his project portfolio. He has been Master Developer of eight major projects

Prior to his real estate activities, Mr. Holgate served in the United States Marine Corps as part of its Military Police Division, following his service in Vietnam with the I Corps DMZ Strike Force for the 3rd Battalion, 4th Marine Regiment. Mr. Holgate's decorations include the Cross of Gallantry, the Presidential Unit Citation for Acts of Valor and two Purple Hearts. After being honorably discharged from the Marine Corps, he joined the California Highway Patrol where he served as a Traffic Officer for five years.

Mr. Holgate has participated on numerous boards including Finance and Economic Development Commissions and Redevelopment Agency Advisories. He has served on his church's board of directors.

**STEPHEN R. HOLGATE
REAL ESTATE PROJECTS**

PROJECT	CITY/STATE	BUY DATE	BUY PRICE	SELL DATE	SALES PRICE	# LOTS	BUYER
4 Ac.	Escondido, CA	1976	\$25,000	1976	\$80,000	4	M&M Const. Co.
10 Ac. CML.	Escondido, CA	1976	\$540,000	1977	\$1,150,000	18	Sheakspear Const.
76 Ac.	Escondido, CA	1977	\$950,000	1978	\$1,200,000	307	Home Capital
140 Ac.	Palm Desert, CA	1977	\$1,000,000	1978	\$3,500,000	856	Covington Homes
20 Ac.	Palm Desert, CA	1978	\$150,000	1979	\$650,000	152	Covington Homes
47-Unit Condos	Escondido, CA	1979	\$100,000	1980	\$250,000	47	Deane Homes
10 Ac. Ind.	San Marcos, CA	1979	\$1,025,000	1981	\$2,750,000	15	Christenson Co.
40 Ac.	Poway, CA	1980	\$500,000	1981	\$1,850,000	62	Tingley & Assoc.
15 Ac.	Escondido, CA	1980	\$270,000	1980	\$1,185,000	79	Standard Pacific
60 Ac.	Poway, CA	1981	\$1,520,000	1982	\$2,300,000	155	Kaufman and Broad
24 Ac.	Escondido, CA	1981	\$200,000	1983	\$275,000	18	Emanuel Church
20 Ac.	Palm Desert, CA	1981	\$925,000	1982	\$1,120,000	74	Covington Homes
48 - Unit Apts.	Los Angeles, CA	1982	\$2,496,000	1986	\$3,620,000	1	Schultz & Co., LP
137- Unit Apts.	Shreveport, LA	1983	\$5,345,000	1986	\$7,480,000	1	Schultz & Co., LP
52 - Unit Apts.	Amarillo, TX	1983	\$2,245,000	1986	\$3,365,000	1	Schultz & Co., LP
64 - Unit Apts.	Chula Vista, CA	1984	\$3,480,000	1986	\$5,550,000	1	Schultz & Co., LP
60 Ac Cml.	San Marcos, CA	1984	\$5,000,000	1988	\$12,000,000	1	Fireman's Fund Co.
12,000 S.F. Bldg.	San Clemente, CA	1984	\$120,000	1986	\$375,000	1	Nichols Electronic
122 - Unit Apts.	Las Vegas, NV	1984	\$6,575,000	1990	\$10,520,000	1	Supple Trust
1780 Ac	San Clemente, CA	1985	\$4,500,000	1989	\$41,000,000	3855	Several Builders
36,000 S.F. Ind.	San Clemente, CA	1985	\$2,880,000	1986	\$3,650,000	1	Delta Medical
46,500 S.F. Med.	Laguna Niguel, CA	1985	\$875,000	1986	\$1,995,000	1	Wakefield Group
730 - Unit Apts.	Las Vegas, NV	1986	\$1,200,000	1988	\$2,150,000	1	Burton Inv. Co.
31,500 S.F. Cml.	Irvine, CA	1986	\$2,545,000	1992	\$4,500,000	1	Wakefield Group
94 - Unit Apts.	Moreno Valley, CA	1986	\$1,367,000	1994	\$2,290,000	1	Several
24 Ac.	San Jacinto, CA	1986	\$525,000	1986	\$1,200,000	79	Newell Const.
22 Ac.	San Jacinto, CA	1986	\$550,000	1987	\$1,175,000	75	Newell Const.
14 Ac.	San Jacinto, CA	1986	\$285,000	1987	\$625,000	40	Forecast Homes
12 Ac.	Palm Springs, CA	1987	\$300,000	1987	\$650,000	47	Steele & Assocs.
64 Ac.	Indio, CA	1988	\$1,150,000	1988	\$2,225,000	352	Kaufman & Broad
58 Ac.	Indio, CA	1989	\$1,045,000	1990	\$2,350,000	167	Kaufman & Broad
Downtown Project	Indio, CA	1993	MOU w/City	1995	\$450,000	150	Donohue Dev.
2 Ac. Cml.	Orange, CA	1994	\$215,000	1998	\$375,000	1	Cooke Const. Co.
4 Ac. Senior	San Berdo., CA	1994	\$195,000	1998	\$400,000	1	Santiago Properties
920 Ac	San Jacinto, CA	1999	\$6,000,000	2007	\$24,950,000	665	RCA
248 Ac	San Jacinto, CA	2000	\$2,300,000	2004	\$13,900,000	549	KB Home
20 Ac	San Jacinto, CA	2000	\$360,000	2002	\$1,225,000	69	Rodgers/ Warren
39 Ac	San Jacinto, CA	2000	\$740,000	2003	\$2,740,000	137	Empire Homes
55 Ac	San Jacinto, CA	2001	\$2,100,000	2003	\$3,185,000	172	Griffin Communities
68 Ac	San Jacinto, CA	2001	\$975,000	2003	\$4,250,000	238	All Star Dev. Co.
37 Ac	San Jacinto, CA	2001	\$550,000	2007	\$22,615,000	5	RCTC
35 Ac	San Jacinto, CA	2001	\$525,000	2010	\$5,200,000	6	IBARC Dev., LLC
40 Ac	San Jacinto, CA	2001	\$600,000	2005	\$2,800,000	214	JD Pierce Company
24 Ac	San Jacinto, CA	2001	\$350,000	2005	\$2,700,000	3	Mcleish Group
5 Ac	San Jacinto, CA	2002	\$100,000	2003	\$250,000	13	Cleveland Dev. Co.

38 Ac	San Jacinto, CA	2002	\$1,150,000	2004	\$2,640,000	132	CNH Homes
64 Ac	San Jacinto, CA	2002	\$2,250,000	2004	\$4,815,000	214	DR Horton
26 Ac	San Jacinto, CA	2002	\$740,000	2004	\$2,254,000	92	Distinguished Homes
28 Ac	San Jacinto, CA	2002	\$950,000	2004	\$2,300,000	103	Gateway Comm.
53 Ac	San Jacinto, CA	2002	\$550,000	2007	\$1,500,000	225	Odell Dev., LLC
38 Ac	San Jacinto, CA	2002	\$375,000	2004	\$4,500,000	20	Harrison Dev. Co.
59 Ac	San Jacinto, CA	2002	\$625,000	2003	\$2,100,000	1	All Star Dev. Co.
9 Ac	Banning, CA	2003	\$275,000	2005	\$750,000	1	Banning Dev. Co.
3 Ac	Banning, CA	2003	\$150,000	2006	\$450,000	1	Riverside Scrap Iron
9 Ac	Hemet, CA	2003	\$350,000	2004	\$780,000	26	Meeker Comm.
40 Ac	Perris, CA	2003	\$1,200,000	2004	\$3,698,000	122	Pacific Comm.
60 Ac	Perris, CA	2003	\$2,100,000	2004	\$5,950,000	238	Corman Leigh Comm.
9 Ac	Perris, CA	2003	\$400,000	2004	\$1,080,000	36	Pacific Trades Dev.
14 Ac	Oakley, CA	2003	\$500,000	2005	\$2,000,000	50	Seeno Construction
17 Ac	Oakley, CA	2003	\$700,000	2005	\$2,160,000	54	Ryder Homes
20 Ac	Anza, CA	2003	\$350,000	2004	\$450,000	1	Anza Dev. Co.
79 Ac	D.H.S., CA	2003	\$720,000	2005	\$2,377,000	212	Sun Desert Homes
102 Main St	San Jacinto, CA	2003	\$225,000	2005	\$565,000	1	Domingo Garcia
20 Ac	San Jacinto, CA	2003	\$800,000	2005	\$2,280,000	76	Bill Lo, Home Builder
220 Ac	San Jacinto, CA	2003	\$5,200,000	2004	\$8,250,000	892	All Star Dev. Co.
4 Ac	San Jacinto, CA	2003	\$10,000	2006	\$150,000	5	Dolphin Comm.
5862 Valle Vista Ct.	Granite Bay, CA	2003	\$1,050,000	2009	\$1,350,000	1	Wayne Baron
Vista Lago Lot #1	Hemet, CA	2004	\$36,000	2005	\$100,000	1	Michelena Trust
Vista Lago Lot #3	Hemet, CA	2004	\$36,000	2005	\$100,000	1	Michelena Trust
Vista Lago Lot #4	Hemet, CA	2004	\$36,000	2005	\$100,000	1	Michelena Trust
18 Ac	San Jacinto, CA	2004	\$800,000	2006	\$1,000,000	1	Cottonwood Partners
Lot 13, 14 PM 12191	San Jacinto, CA	2004	\$51,500	2007	\$775,000	6	RCA
124 La Boca	San Jacinto, CA	2004	\$264,000	2005	\$375,000	1	Yujing Wang
2.25 Ac Hazeldell Ct	San Jacinto, CA	2005	\$17,500	2008	\$75,000	8	Chuck Nachand
2 Lots	Indio, CA	2005	\$15,000	2006	\$50,000	2	Petra & Doug Tucker
2785 Placenta	San Jacinto, CA	2005	\$314,000	2008	\$372,000	1	James Ozouf
160 Ac	Nogales, AZ	2005	\$250,000	2007	\$500,000	88	Chuck Nachand
Lot 1-Los Lagos	Granite Bay, CA	2005	\$199,000	2008	\$248,000	1	Richard Bennett, et al
Lot 6, 42 pm 12191	Hemet, CA	2005	\$193,000	2007	\$650,000	2	RCA
Lot 10 of PM 14312	Hemet, CA	2005	\$32,000	2007	\$250,000	4	RCA
Lot 7,9 of PM 14312	Hemet, CA	2005	\$106,000	2007	\$500,000	8	RCA
Lot 7 of PM 12191	Hemet, CA	2005	\$45,000	2007	\$250,000	4	RCA
41.22 Ac	Ocala, Fl.	2019	\$2,850,000	2021	\$3,500,000	336	Calibrex, Canada

11605 82 DEALS SOLD
TOTAL LOTS

LOREN HUWEILER

PROFESSIONAL REAL ESTATE SUMMARY

Mr. Huweiler is uniquely knowledgeable in the intricacies of property acquisition/assemblage, development, construction and disposition of real estate. He has extensive administrative and technical background and has performed services as the executive with his various companies, Diversified Development Group, Lorbar, Inc. and Venture Investments, Inc. Servicing the industry through the years, he has been instrumental in the successful acquisition, development and disposition of a substantial amount of real estate through residential and commercial builders and investment programs.

Projects consisted of purchase and sale of residential and commercial land, buildings and storage units for sale to builders, investors and users, City Revitalization programs directing thirty realtors in twenty-five California cities optioning over two hundred parcels of land in downtown blighted areas, and assisting their City Redevelopment agencies to overcome downtown blight. Specific multiple major land development projects were executed in Riverside County, California and Arizona, consisting of hundreds of lots and sold to major builders for residential home construction. All of the above activities have covered four states: Texas, Arizona, Nevada and California.

BOARD AND CITY PARTICIPATION

- Advisory Board for Grover Trask, Riverside County District Attorney.
- Riverside County Sheriff Larry Smith's County Public Information Board.
- City of Indio, Downtown Redevelopment Agency Acquisition Team.

EDUCATION

- B.S. Industrial Technology.
- Held Real Estate License for over 20 years.
- Numerous business sponsored technical and management programs.
- United States Air Force, four years with extensive electronic schooling/training.

DEVELOPMENT EXPERIENCE
L. HUWEILER

LOCATION	SELLER	ACRES	CONTRACT/ ESCROW	APPROVED and SOLD	LOTS	BUYER
East Coast Inland Partners Marion County, FL.	Ameris	41	2019	2021	330	National Acquisition & Development Company
Warren Rd./Cottonwood San Jacinto	International Bank Dallape	248	2000	2004	549	KB Home
Across Cottonwood from Meritage San Jacinto	Holmes	39	2000	2003	137	Empire Homes
SWC DeAnza & Palm San Jacinto	Tibbetts	64	2001	2003	214	DR Horton
Lyon, north of Cottonwood San Jacinto	Hansen	26	2001	2003	92	Distinguished Homes
NWC Seventh/Lyon San Jacinto	Oostdam	50	2001	2003	172	Griffin Communities
NEC Cottonwood/Palm San Jacinto	Irving	38	2002	2004	132	CNH Homes Don Newell
NWC Lyon & Cottonwood San Jacinto	Chacon	28	2002	2004	102	Gateway Homes
NWC Mountain & McPherson Perris	Saline	40	2002	2004	122	Nelson Chung
Murrieta S/O Patriots Park Perris	Flinkman	60	2002	2004	238	Corman Leigh Communities Dan Leigh
Murrieta S/O Nuevo Perris	Bordon	9	2002	2004	36	Pacific Trades Development
SEC Kirby/Cottonwood San Jacinto	Schlosser Hampton	39	2003	2005	136	Meritage
Sanderson s/of Cottonwood San Jacinto	Meneses	20	2003	2005	76	Bill Lo
NEC Seventh & Cawston San Jacinto	Flournoy	44	2003	2005	129	Covenant



DOUGLAS JOHN MILLER PROFESSIONAL BIOGRAPHY

Calling on over 25 years of construction and development experience, Doug Miller is the founder and President of Douglas & Sons Development Group, LLC based in Lake Mary, Florida. Mr. Miller and his team effectively and consistently lead concept design and offer construction consulting to facilitate the realization of client visions. Through a proven history of unwavering diligence, honesty, and excellence, Mr. Miller formed American Platinum Builders, Inc. His team has solidified an outstanding status amongst clients and industry leaders.

Born and raised in Detroit, Michigan, Mr. Miller excelled in, and graduated from, a four-year Carpenters Union Apprenticeship program at local 687. He then obtained his General Contracting License and is currently the sole license holder for American Platinum Builders. Mr. Miller is also a member of the National Apartment Association. Understanding the importance of professional agility, Mr. Miller and his associates take great pride in their commitment to remain mindful of industry innovations and best practices.

Mr. Miller has not only worked with a variety of investors across the country but has also successfully managed numerous types of projects. In the past four years alone, Mr. Miller has been involved in 111 projects, 17,000 units, and over twenty million square feet of building area. In addition, Mr. Miller has worked with multi-family associations to develop strategies to assist with forecasting construction soft and hard costs, preventative maintenance programs, capital improvements, and future development acquisitions.

Above all else, Mr. Miller is committed to developing and maintaining strong, honest relationships with clients and investors across the country. Developing a connection and earning the trust of clients and investors has always been a top priority for Mr. Miller, and he achieves this through open communication, solution-minded actions, and having a genuine interest in clients on a business and personal level, which have all contributed to his world-class reputation.

AMERICAN PLATINUM BUILDERS, INC.
APARTMENT COMPLEX PROJECTS
111 PROJECTS IN PAST 4-YEARS

PROJECT	CITY, STATE	CLIENT	YEAR
San Jose Apartments	Winter Park, FL.	AMH	2019
Providence Gardens Apartments	New Providence, NJ.	Pinnacle	2019
Solis Apartments	Winter Park, FL.	TruAmerica	2019
Fairways at Lake Mary	Lake Mary, FL.	TruAmerica	2019
Casa Del Mar	St. Augustine, FL.	Royal American	2019
Legends at Lake Mary	Lake Mary, FL.	TruAmerica	2019
Gallery at Mills	Orlando, FL.	Graystar	2019
Island Club	Orlando, FL.	TruAmerica	2019
Winchester Park & Woods	Riverside, RI.	Pinnacle	2019
Woodfield Commons	Canton, MA.	Pinnacle	2019
Sweetwater Creek	Palm Beach, FL.	TruAmerica	2019
55 West	Orlando, FL.	Graystar	2019
Arbors at Maitland Summit	Orlando, FL.	Redwood	2019
Royal Oaks	Atlanta, GA.	Pinnacle	2019
Place at Carrollwood	Tampa, FL.	Redwood	2019
Ancora Apartments	Orlando, FL.	Graystar	2019
Bentley Green Apartments	Jacksonville, FL.	Highmark	2019
Twin Lakes	Palm Harbor, FL.	TruAmerica	2019
Forest Ridge	Knoxville, TN.	Pinnacle	2019
Lloyd Jones	Point Vedra Bch, FL.	Lloyd Jones	2019
Eagle Point Apartments	Knoxville, TN.	Pinnacle	2019
Roosevelt Gardens	Orangeburg, SC.	AHF	2019
Windover Oaks	Titusville, FL.	AHF	2019
Windover Palms	Melbourne, FL.	AHF	2020
Hillcroft Village	Danbury, CT.	Pinnacle	2020
Windchase Apartments	Sandford, FL.	Highmark	2020
Wentworth Apartments	Orlando, FL.	Highmark	2020
Westchase Apartments	Fort Myers, FL.	Highmark	2020
Wellington Apartments	Clearwater, FL.	Highmark	2020
Sugarloaf Trails Apt Homes	Duluth, GA.	Graystar	2020
Anzio Apartments	Lawrencville, GA.	TruAmerica	2020
New Orleans Gardens	Charleston, SC.	Atlantic Housing	2020
Villas By The Sea	Lauderdale by the sea, FL.	Minto Communitites	2020
Central Park	Altamonte Springs, FL.	TruAmerica	2020
Bayou Point	Pinellas Park, FL.	TruAmerica	2020
Parke East Apartments	Orlando, FL.	TruAmerica	2020
Reserve at Alafaya	Orlando, FL.	Graystar	2020

AMERICAN PLATINUM BUILDERS, INC.
APARTMENT COMPLEX PROJECTS
111 PROJECTS IN PAST 4-YEARS

PROJECT	CITY, STATE	CLIENT	YEAR
54 Magnolia	Jacksonville, FL.	Graystar	2020
Tuskawilla at Winter Springs	Winter Springs, FL.	TruAmerica	2020
Granada Apartments	Gainesville, FL.	Pinnacle	2020
Waverly Place	Melbourne, FL.	Graystar	2020
The Henry	Tampa, FL.	MKP	2020
Crossings at Holcomb	Rosewell, GA.	TruAmerica	2020
Chelsea Apartments	Gainesville, FL.	Pinnacle	2020
The Retreat at Hidden Bay	St. Marys, GA.	Pinnacle	2020
Stonegate Apartments	Palm Harbor, FL.	Pinnacle	2020
Hawthorne Apartments	Orlando, FL.	Graystar	2020
Addison Lane Apartments	Gainesville, FL.	Pinnacle	2020
Windermere Cay	Winter Garden, FL.	Graystar	2020
The Seagrass Apartments	Jacksonville, FL.	Graystar	2020
Estates At Countryside	Clearwater, FL.	TruAmerica	2020
Wedgewood Daytona	Daytona, FL.	Highmark	2020
Pure Living	Lake Mary, FL.	Graystar	2020
Bay Club Apartments	Jacksonville, FL.	Graystar	2020
Victoria at Orange Park	Orange Park, FL.	Graystar	2020
Wilson West Apartments	Jacksonville, FL.	Royal American	2020
Woodcrest Apartments	St. Augustine, FL.	Highmark	2020
Westland Park Apartments	Jacksonville, FL.	Bridge	2020
Park East	Orlando, FL.	TruAmerica	2020
Landmark Grayson Park / The Dawson	Tampa, FL.	Highmark	2021
Royal Oaks	Savannah, GA.	Cushman Wakefield	2021
Boca Club	Orlando, FL.	Royal American	2021
Rosehill Preserves	Orlando, FL.	Bridge	2021
Mission Ranch	Dallas, TX.	TruAmerica	2021
Oaktree Apartments	Jacksonville, FL.	Royal American	2021
The Heights	Dallas, TX.	TruAmerica	2021
Heron's Walk	Jacksonville, FL.	Bridge	2021
Bridges at Bayside	Palm Harbor, FL.	Bridge	2021
Crest Apartments	Altamonte Springs, FL.	TruAmerica	2021
Southpoint at Stone River	Nashville, TX.	TruAmerica	2021
Lindsey Terrace Apts	Jacksonville, FL.	Highmark	2021
Lakeview at Palm Harbor	Palm Harbor, FL.	TruAmerica	2021
Reserves at Brandon	Brandon, FL	Cushman Wakefield	2021
Terraces at Lake Mary	Lake Mary, FL.	Graystar	2021

AMERICAN PLATINUM BUILDERS, INC.
APARTMENT COMPLEX PROJECTS
111 PROJECTS IN PAST 4-YEARS

PROJECT	CITY, STATE	CLIENT	YEAR
Verano	Kissimmee, FL.	Graystar	2021
Bentley at Maitland	Maitland, FL.	Bell Partners	2021
Village at Lake Lily	Maitland, FL.	Bell Partners	2021
Seminole Ridge Apartments	Orlando, FL.	Cushman Wakefield	2021
Eagle Point Apartments	Knoxville, TN.	Cushman Wakefield	2021
McIntosh Apartments	Sarasota, FL.	Bainbridge	2021
Preservew at Cohasset	Cohasset, MA.	TruAmerica	2021
Bell Lake Forest	Sanford, FL.	Bell Partners	2021
Sherwood Oaks Apartments	Riverview, FL.	Bainbridge	2021
The Gallery at Mills Apartments	Orlando, FL.	Graystar	2021
Sabal Palm	Tampa, FL.	TruAmerica	2021
Bishop Park	Winter Park, FL.	Bainbridge	2021
The Vinings	Orlando, FL.	Cushman Wakefield	2021
Souther Villas at Starke	Starke, FL.	Royal American	2021
Ashford at Altamonte Springs	Altamonte Springs, FL.	Bainbridge	2021
Valencia Plantation Apartments	Orlando, FL.	Bainbridge	2021
Wind Drift Apartments	Orlando, FL.	Bridge	2021
Royal Palms	Orlando, FL.	CLK	2021
Buena Vista	Seminole, FL.	CLK	2021
Luna at Lake Shadow	Orlando, FL.	Cushman Wakefield	2021
Four Lake at Clearwater	Clearwater, FL.	ZRS	2022
Timucuan Lakeside	Jacksonville, FL.	Bell Partners	2022
Rosala West Apartments	Orlando, FL.	Dasmen Residential	2022
Views at Harbortown	Jacksonville, FL.	Bainbridge	2022
Stillwater Palms	Tampa, FL.	TruAmerica	2022
Landmark at Barton Creek	Austin, TX.	TruAmerica	2022
Juno Apartments	Winter Park, FL.	Cushman Wakefield	2022
South Pointe	Tampa, FL.	Highmark	2022
Runaway Bay	Pinellas Park, FL.	TruAmerica	2022
Waterview at Coconut Creek	Coconut Creek, FL.	Cushman Wakefield	2022
Knollwood Apartments	Mobile, AL.	CLK	2022
The Beacon	New Smyrna Beach, FL.	Bainbridge	2022
Maison DeVille	Mobile, AL.	CLK	2022
Abington Village	Columbus, OH.	TruAmerica	2022
The Vue	Jacksonville, FL.	Bridge	2022
Lenox Cove Apartments	Jacksonville, FL.	Bridge	2022
Connon Oaks Apartments	Austin, TX.	TruAmerica	2022

APPENDIX

Project Entitlement Schedule

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Project Name	Project Start Date	Project End Date
Eloy Community Dev Prtirs Entitlement Process	June 25, 2024	May 10, 2026

Task ID	Task Description	Start Date	End Date	June-24	July-24	August-24	September-24	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26
1	Master Dev Planning & Eng	June 25, 2024	March-25																								
2	Submit MDP / Review	Mar-25	May-25																								
3	Planning Commission MDP	May-25	Jun-25																								
4	Council Approval MDP	Jun-25	Jul-25																								
5	Plat Map SFH Planning & Eng	Mar-25	Jul-25																								
6	Submit Plat SFH	Jul-25	Sep-25																								
7	Planning Comm Approval Plat SFH	Sep-25	Oct-25																								
8	City Council Approval Plat SFH	Oct-25	Nov-25																								
9	Final Engineering Plat SFH	Oct-25	Apr-26																								
10	Plat Map Comm'l Plan & Eng	Jul-25	Oct-25																								
11	Submit Plat Comm'l	Oct-25	Dec-25																								
12	Plan Commission Approval Plat Comm'l	Dec-25	Jan-26																								
13	City Council Approval Plat Comm'l	Jan-26	Feb-26																								
14	Final Engineering BTR SFH Site	Jul-25	Jan-26																								
15	Final Engineering Apartment Site	Nov-25	May-26																								

APPENDIX

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Draft Development Agreement Opinion

April 1, 2024

Mackenzie Letcher
City of Eloy
595 North C Street, Ste 104
Eloy, Arizona 85131
mletcher@eloyaz.gov

RE: April 5, 2024 – Response to Request for Proposal

Dear Mr. Letcher,

Our firm has been engaged by Eloy Community Development Partners, LLC (the “Buyers”) regarding the acquisition and planning of 77+/- acres of Eloy owned property located on the northwest corner of Eleven Mile Corner Road and West Houser Road, also known as Parcel 404-27-0150 (“Property”). The Buyers are a seasoned development team seeking to create a Mixed-Use development, to include a combination of high density residential and commercial/retail uses. To develop this Property as envisioned, a general plan, zoning amendment, and plat will be necessary, along with a development agreement.

In response to the City of Eloy (“City”) Request For Proposal (“RFP”), due April 5, 2024, this letter outlines our intended terms for a development agreement. The infrastructure and planning demand points discussed below are presented in the order in which they appear in the RFP. Moreover, a list of additional terms not contemplated in the RFP, but to be included in the DA after negotiation with the City, are also outlined.

RFP Development Agreement Terms:

- 1. Southern Well Site:**
 - a. Buyer commits to an ingress/egress easement to the well site.
 - b. The well site and easement will be located in cooperation with the City.
- 2. Re-alignment of Houser Road, west of Eleven Mile Corner Road:**
 - a. Buyer commits to realign the west leg of Houser Road along the southern boundary of the Property from Eleven Mile Corner Road to the property’s western boundary in cooperation with the City on final design.
- 3. Installation of a 4-way Traffic Light at Houser Road and Eleven Mile Corner Road:**
 - a. Buyer commits to the installation of a 4-way traffic light and requests contributions for proportionate share as other corners develop.
- 4. Wastewater Lift Station:**
 - a. Buyer commits to installing a public wastewater lift station to pump wastewater to City wastewater treatment facility, in cooperation with City on final design.
 - b. Location of lift station to be determined through design process with city.

- c. Determine maintenance and operation of proposed lift station.
- d. Determine installation, timing, sizing, and reimbursement of the necessary force main.

5. Subdivision Water Supply/Platting:

- a. Platting or subdividing the Property, into a minimum of five lots or more which is inclusive of well site and lift station properties, will be necessary to facilitate the proposed project.
- b. Confirmation from the City its ability to provide assurance of adequate water supply.
- c. City confirmation that Project can be served from 12" water line located along Eleven Mile Corner Road and West Houser Road. The City will do payback agreements or contribute for up-sized off-site infrastructure to serve the project and any offsite extensions of the line.

6. City Buyback Provision/Right of Reacquisition:

- a. City is able to repurchase property if, subject to market conditions, Buyer does not record a final plat within two years of acquisition, if failure to record plat map is determined to be caused by Buyer. Thereafter, Buyer shall have an additional two years to commence construction, also subject to market conditions and city's completion of Houser Road paving (per 7.a., below). Any repurchase is subject to reimbursement of hard costs, including but not limited to, fees, expenses, assurances, engineering, construction, and design.
- b. After the repurchase right has been extinguished, Buyer will have an additional two years to obtain a certificate of occupancy for the first development on the property, or as may otherwise be agreed to by the parties. A schedule of anticipated development thereafter will be submitted to the City by the Buyer. The parties agree to meet annually to make any necessary adjustments.

7. Houser Road Pavement (Eleven Mile Corner Road to Highway 87):

- a. A condition precedent to Buyer's commencement of construction is City's commencement of paving Houser Road east of the project from Eleven Mile Corner Road to Highway 87 including the crossing of the Santa Rosa Canal. If City has not commenced construction within one year following plat recordation, the City's repurchase rights will be suspended.

Additional Development Agreement Terms:

The following are additional deal points that will also be included in the drafting of the development agreement:

- 1. Term – 20 years.
- 2. Confirm minor amendment to General Plan will support 67.7 Ac. Of Mixed Use for:
 - 14.0 Ac. Net - Commercial Center with Grocery Store, Retail Stores, Restaurant and Drive Thru Restaurant & 1.9 Ac. Net - Self Storage
 - 18.5 Ac. Net - Multi Family Apartments
 - 18.5 Ac. Net - Multi Family Built to Rent Homes

- 14.8 Ac. Net - Manufactured Homes
- 3. Establish maximum overall unit count and open space requirements.
- 4. Vest development standards for term of agreement.
- 5. Confirm land uses are permitted in context of Eloy Airport.
- 6. Provide for other phased infrastructure necessary to serve the development.
- 7. Determine what external half street dedication or reservations are required and limits on width.
- 8. Confirm any landscaping requirements adjacent to right of way, including maintenance.
- 9. Provide for impact fee credits and reimbursement for oversizing where credits are not available.
- 10. Termination of agreement on sale of lots to end user.
- 11. Ability to amend agreement later where parcels have been sold and new owner requires changes that do not impact the other parcels/ownership groups.

It is the Buyer's intention that joint efforts with the City will lead to a mutually beneficial agreement that aligns with the parties' development vision for the Property. Our firm is committed to ensuring the success of this project and looks forward to collaborating with the City of Eloy.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Carolyn K. Oberholtzer', with a long horizontal flourish extending to the right.

Carolyn K. Oberholtzer, Esq.

APPENDIX

Concept Plan

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Conceptual Plan Data:

Parcel	Gross Ac.	Net Ac.	Proposed Use	Units/Lots	Lot Size	Gra./Gross Ac.	Club/Net Ac.
A	19.1	14.0	Commercial Center	N/A	N/A	N/A	N/A
B	2.3	1.9	Self Storage	N/A	N/A	N/A	N/A
C	20.1	18.5	Multi-Family Apts	360	N/A	17.91	19.46
D	20.1	18.5	Multi-Family B.T.R.	190	N/A	9.45	10.27
E	18.1	14.3	Mod Community	71	50'x100'	4.41	4.80
Totals	77.9	67.7		621		7.97	9.17

Note: This plan is conceptual and subject to revision based on additional site studies and agency review & approval. All dimensions are approximate. Not for construction.

Multi-Family Unit Mix:

Parcel C: 1-Bedroom = 124 (34%)	
2-Bedroom = 200 (56%)	
3-Bedroom = 36 (10%)	
Total	360 (100%)
Parcel D: 1-Bedroom = 46 (24%)	
2-Bedroom = 99 (52%)	
3-Bedroom = 45 (24%)	
Total	190 (100%)

Parking:

Parcel	Required Spaces
A	543
B	6
C	358
D	308
E	142 (2/Lot)

Note: Parking requirements based on use per City of Elgin zoning Ordinance.



Eloy Community
DEVELOPMENT PARTNERS, LLC

CITY OF ELOY

REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**

Date: **2/23/2026**

Date submitted:
02/05/2026

Action: Formal

Subject: Acceptance of a proposal from MHQ of Arizona for emergency up-fit services for two (2) 2025 Ford F150 Responder Police Trucks, with pricing per Arizona State Contract # CTR078487, for an amount not to exceed \$65,000.00, using funds from a one-time \$200,000 State Legislative Appropriation to the Eloy Police Department.

Date requested:
2/23/2026

TO: Mayor and City Council

FROM: Brian Jerome, Captain

RECOMMENDATION:

Council consider and authorize the acceptance of a proposal from MHQ of Arizona to up-fit two (2) new 2025 Ford Responder Police Trucks with emergency equipment for \$34,630.41 and \$29,807.25, respectively, with pricing per Arizona State Contract # CTR078487, using funds from a one-time \$200,000 State Legislative Appropriation to the Eloy Police Department.

DISCUSSION:

The Eloy Police Department seeks approval to accept a proposal from MHQ of Arizona and expend funds, not to exceed \$65,000.00, for the up-fit of two (2) 2025 Ford Responder Police Trucks. Both vehicles, acquired through a purchase from San Tan Ford using one-time funds from a \$200,000 State Legislative Appropriation to the Eloy Police Department, have been received by the Department and require emergency equipment up-fit to make them ready for field use.

The comprehensive emergency equipment up-fit package provides emergency lights and sirens, safety features including center consoles, gun and rifle racks, Mobile Data Computer docking stations, and certain customer-provided equipment installation to make both vehicles ready for field use. One truck will be assigned to the School Resource Officer (SRO) at the Toltec Elementary School, and the other truck will be assigned to a member of the Police Department Command Staff.

Pricing for this proposal is per a cooperative Arizona State Contract, contract # CTR078487, and is fully funded by one-time funds in the amount of \$200,000, received from a State of Arizona Legislative Appropriation to the Eloy Police Department.

FISCAL IMPACT:

The fiscal impact of this agreement will not exceed \$65,000.00, and is fully funded by one-time funds received by the Eloy Police Department through a State Legislative Appropriation. The Finance Director has reviewed and concurs with this request.

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 #
10/1/2025	120289

Name / Address
Eloy P.D. 630 N. Main Street Eloy, AZ 85131 Att: Brian Jerome

Ship To
MHQ of, AZ 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 Ford F150 Sup...	
Item	MFG	Description	MSRP	Qty	Price	Total
CSP	CSP	Contact Name:Tyler Gordon Contact Number:520-632-0987 e-mail:Tgordon@eloyaz.gov Vehicle/Year:2025 Ford F150 Type: Supervisor Unit # Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at \$95.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1)Radio APX 8500 2)Computer Dock 3)Printer 4) Tracs Area Scanner			0.00	0.00T
AZ DPS Contract 08/26		New AZ Upfitting Co-Op Contract Number CTR078487, 08/27/26 ***Front of Vehicle***			0.00	0.00T

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Quote

Date	Estimate #
10/1/2025	120289

Name / Address
Eloy P.D. 630 N. Main Street Eloy, AZ 85131 Att: Brian Jerome

Ship To
MHQ of, AZ 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 Ford F150 Sup...

Item	MFG	Description	MSRP	Qty	Price	Total
BK2017FDT21F150	Setina	***Pushbar & Lighting*** PB450L 2 with Whelen ION TRIO Lights forward facing. SC 9/25	949.00	1	806.65	806.65T
931314	Rigid Indu...	SR Series PRO / 30" Spot/Driving Combo. SC 9/25	1087.99	1	815.99	815.99T
914313	Rigid	SR-Q Series PRO, Professional race output. 2.93 amp. 4752 Raw Lumens. 6/25	264.99	2	198.74	397.48T
M4DD	Whelen	New! DUO™ Red/White. Scan-Lock™ Flash Patterns and Low Power. 5/25	295.00	2	191.745	383.49T
ETHFSS-SP-ISO	SoundOff ...	SS HL Flasher Select-A-Pattern Isolation. SC 9/25	116.00	1	75.40	75.40T
SA315P	Whelen	***Speaker*** Siren speaker, Not a Package, 123db. KB026. 9/25	465.00	2	302.25	604.50T
SAK73-PKG	Whelen	Ford F-150 PPV, 2021-2025, Ford F-150 with Eco-Boost, 2021-2023, Ford Expedition, 2022-2024, Center Mount, for One or Two Speakers 11/23	49.00	1	0.00	0.00T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. 9/25	292.00	2	189.80	379.60T
COREHEXP16L	K Bruce Co.	CEM16 output harness kit, J-6 (8'), J-5 (8'). 9/25 ***Nacho A-Pillar Lights***	146.00	2	132.60	265.20T

MHQ of Arizona
550 N 54th Street
Chandler AZ 85226
(833) 455-0503



Quote

Date	Estimate #
10/1/2025	120289

Name / Address
Eloy P.D. 630 N. Main Street Eloy, AZ 85131 Att: Brian Jerome

Ship To
MHQ of, AZ 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 Ford F150 Sup...

Item	MFG	Description	MSRP	Qty	Price	Total
46736	Rigid	Designed for the 2021+ Ford F-150 and 2021+ Ford Raptor, RIGID's 2021+ Ford F-150 and 2021+ Ford Raptor A-Pillar Mount. 9/25	249.99	1	187.49	187.49T
PM435-RB	Nacho	Quatro Supreme set - Red/Blue. 9/25 ***Side Fender Lighting Red-Front, Blue-Rear***	579.99	1	469.79	469.79T
TSS0JC	Whelen	T-SERIES SURFACE MT TRIO R/B/W. SC 9/25. ***Ballistic Door Panels***	221.00	4	143.65	574.60T
01-00421	Angel Armor	NIJ 0108.01 Level III+, Ford F-150 Front Driver Door, 2021 +. F-150 Super Cab, F-150 Super Crew. 9/25	4021.95	1	1,888.65	1,888.65T
01-00422	Angel Armor	NIJ 0108.01 Level III+, Ford F-150 Front Passenger Door, 2021 +. F-150 Super Cab, F-150 Super Crew. 9/25	4021.95	1	1,888.65	1,888.65T
3SRCCDCR	Whelen	***Dome Light*** 3 inch Round Compartment Light Combination Red-Clear. 9/25	104.00	1	67.60	67.60T
INNER EDGE-TRIO ...	Whelen	***Lightbar & Siren Pkg*** Inner Edge TRIO / CORE Package Includes: XLP or FST Inner Edge, RST Inner Edge, CORE Siren System, Controller Pad of Choice, OBD II Harness. "KB026 CORE PKG" SC 9/25	8226.00	1	3,273.75	3,273.75T
BSFW47ZT-TRIO-P...	Whelen	See Drawing.	2613.00	1	0.00	0.00T

MHQ of Arizona
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Chandler AZ 85226
(833) 455-0503



Quote

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Eloy P.D. 630 N. Main Street Eloy, AZ 85131 Att: Brian Jerome

Ship To
MHQ of, AZ 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 Ford F150 Sup...	
Item	MFG	Description	MSRP	Qty	Price	Total	
BSRW12T-TRIO-Pkg	Whelen	Rear RST WCX Inner Edge, 12 lamp TRIO. See Drawing. KB026 10/25	3257.00	1	0.00	0.00T	
C399-PKG	Whelen	CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/25	1411.00	1	0.00	0.00T	
CCTL7-PKG	Whelen	WeCanX 21 BUTTON/SLIDE CTRL HD. Included in Bundle KB 026. 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	
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. SC 9/25	292.00	1	189.00	189.00T	
CV2V	Whelen	Vehicle to Vehicle Sync Module. CORE Promo# KB 026 SC 9/25	371.00	1	241.15	241.15T	
WCXJB12	Whelen	WecanX Junction Box. SC 9/25 ***Console***	164.00	1	106.60	106.60T	
C-VSW-1700-F150-P...	Havis	12.5" Wide Flat 17" Vehicle-Specific Console With Internal PocketJet 8 Printer Mount For 2021-2025 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023-2025 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab SC 9/25	1283.00	1	898.10	898.10T	
CUP2-1001	Havis	Self-Adjusting Double Cup Holder to fit cups up to 3.5" in diameter. SC 9/25	70.00	1	49.00	49.00T	
C-AP-0325-1	Havis	3" Accessory Pocket, 2.5" Deep. SC 9/25	53.00	1	37.10	37.10T	
C-USB-3	Havis	USB-C & USB Type A Dual Port Charger. SC 9/25	108.00	1	75.60	75.60T	

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Item	MFG	Description	MSRP	Qty	Price	Total	
C-HDM-214	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount. SC 9/25	190.00	1	133.00	133.00T	
C-MD-119	Havis	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. SC 9/25	379.00	1	265.30	265.30T	
LPS-211	Havis	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles. SC 9/25.	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. SC 9/25	39.00	1	0.00	0.00T	
C-EBW85-XTL-1P	Havis	Equipment Bracket for Wide VSW Consoles, Fits Motorola XTL2500, XTL5000-05, APX-7500. SC 9/25	37.00	1	0.00	0.00T	
MMBP-25 75458	Magnetic ... Streamlight	Magnetic Mic. SC 9/25.	39.95	2	31.96	63.92T	
		Streamlight 75458 Stinger DS LED High Lumen Rechargeable Flashlight with 120-Volt AC/12-Volt DC Piggyback Charger - 800 Lumens. SC 9/25	332.13	1	215.88	215.88T	
GK10301S1UHK	Setina	***Gun Lock*** D T-Rail Mount 1 Small & 1 Universal XL Lock Handcuff Key SC 9/25	296.24	1	449.65	449.65T	

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Item	MFG	Description	MSRP	Qty	Price	Total
GF1382FDT17F250	Setina	"FREE STANDING FIREARM MOUNT SYSTEM *INCLUDES Free Standing Mount ONLY" "T-Rail Mount Kit Free Standing." SC 9/25 ***Decked w/ Slider***Please Confirm BED LENGTH 5'6 ft***	379.00	1	322.15	322.15T
XF4	Decked	Ford F-150 Aluminum (2015-Current) 5'6". SC 9/25 ***Tail Flasher***	1599.99	1	1,359.99	1,359.99T
ETFBSSN-P	SoundOff ...	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. SC 9/25.	108.00	1	70.20	70.20T
PSJC3FCR	Whelen	MEGA T-Series Trio Flasher RBW. SC 9/25 ***Radio Power Cables***	238.00	2	154.70	309.40T
HSN4038A	Motorola	SPEAKER,SPKR. 7.5 W REMOTE 5/25	82.80	1	72.90	72.90T
HKN4191C	Motorola	ASSY,CBI,PWR-MOTOROLA APX 10FT 6/25 ***Antenna***	39.67	1	36.45	36.45T
KB-GPSBAX-TRI-M...	Panorama ...	ALL IN ONE PKG FOR Motorola APX-8500,"Sharkee" with Whip, WiFi, GPS and U2-B1 1/25 ***Harness***	363.33	1	309.02	309.02T
CH26 Mount	911 Circuits	Mounting Base for CH26 Housing SC 9/25	49.00	1	31.85	31.85T

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Item	MFG	Description	MSRP	Qty	Price	Total
CH26.2.20 Standard	911 Circuits	Ch26 harness with the red bank and yellow bank hot and all other banks controlled by switches for timed or ignition. Contains 20 foot output harness wires and the dual stage timer. SC 9/25 ***Tint/Misc/Shipping/Labor****	1250.00	1	812.50	812.50T
Tint Window - Visor	Tint	TBD Darkness, Top strip to AS1 line.	66.00	1	66.00	66.00T
Tint Window - SUV / ...	Tint	Tint SUV / PU, STD Film. Level TBD.	337.50	1	337.50	337.50T
Materials		Misc Shop Supplies and Materials		1	215.00	215.00T
Labor Chandler		EVT Certified Installation Labor	125.00	84	110.00	9,240.00
Shipping		Shipping		1	325.00	325.00

			Subtotal	\$28,342.60
Please contact Brian Shaw @ 480-848-9994 with any questions. Thank you for your business.			Sales Tax (7.8%)	\$1,464.65
			Total	\$29,807.25

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Item	MFG	Description		MSRP	Qty	Price	Total
		Contact Name:Tyler Gordon Contact Number:520-632-0987 e-mail:Tgordon@eloyaz.gov Vehicle/Year:2025 Ford F150 Type:Patrol Option 2 Unit #					

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Item	MFG	Description	MSRP	Qty	Price	Total
CSP	CSP	Customer Supplied Parts: Installed per manufacturer specs. All components must be included such as: Hardware, Cables, Connectors, Brackets, Plugs, Antennas etc. Any items not functioning once installed will be diagnosed at \$95.00 per hr. repair items will be quoted Separately. All items need to be delivered completely before build will start. Items Listed Below to be Supplied: 1)Radio APX 8500 2)Computer/ Dock 3)Printer 4)TraCS Area Scanner 5)Raptor RP-1 Radar W/Wiring 6)Tonneau Cover (@ Camper Shell Vendor Currently)			0.00	0.00T
AZ DPS Contract 08/26		New AZ Upfitting Co-Op Contract Number CTR078487, 08/27/26 ***Front of Vehicle*** ***Push Bar & Lighting***			0.00	0.00T
BK2017FDT21F150	Setina	PB450L 2 with Whelen ION TRIO Lights forward facing. SC 9/25	949.00	1	806.65	806.65T

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Item	MFG	Description	MSRP	Qty	Price	Total
931314	Rigid Indu...	SR Series PRO / 30" Spot/Driving Combo. SC 9/25	1087.99	1	815.99	815.99T
M4DD	Whelen	New! DUO™ Red/White. Scan-Lock™ Flash Patterns and Low Power. 9/25	295.00	2	191.745	383.49T
914313	Rigid	SR-Q Series PRO, Professional race output. 2.93 amp. 4752 Raw Lumens. 9/25	264.99	2	198.735	397.47T
ETHFSS-SP-ISO	SoundOff ...	SS HL Flasher Select-A-Pattern Isolation. SC 9/25.	116.00	1	75.40	75.40T
SA315P	Whelen	***Speaker*** Siren speaker, Not a Package, 123db. KB026. SC 9/25.	465.00	2	302.25	604.50T
SAK73-PKG	Whelen	Ford F-150 PPV, 2021-2025, Ford F-150 with Eco-Boost, 2021-2023, Ford Expedition, 2022-2024, Center Mount, for One or Two Speakers 11/23	49.00	2	0.00	0.00T
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. 9/25	292.00	1	189.80	189.80T
COREHEXP16L	K Bruce Co.	CEM16 output harness kit, J-6 (8'), J-5 (8'). 9/25	146.00	1	132.60	132.60T
46736	Rigid	***Nacho A-Pillar Lights*** Designed for the 2021+ Ford F-150 and 2021+ Ford Raptor, RIGID's 2021+ Ford F-150 and 2021+ Ford Raptor A-Pillar Mount. 9/25	249.99	1	187.49	187.49T
PM435-RB	Nacho	Quatro Supreme set - Red/Blue. 9/25	579.99	2	469.785	939.57T

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Item	MFG	Description	MSRP	Qty	Price	Total
TSS0JC	Whelen	***Side Fender Lighting Red-Front, Blue-Rear*** T-SERIES SURFACE MT TRIO R/B/W. SC 9/25.	221.00	4	143.65	574.60T
01-00421	Angel Armor	***Ballistic Door Panels*** NIJ 0108.01 Level III+, Ford F-150 Front Driver Door, 2021 +. F-150 Super Cab, F-150 Super Crew. 9/25	4021.95	1	1,888.65	1,888.65T
01-00422	Angel Armor	NIJ 0108.01 Level III+, Ford F-150 Front Passenger Door, 2021 +. F-150 Super Cab, F-150 Super Crew. 9/25	4021.95	1	1,888.65	1,888.65T
3SRCCDCR	Whelen	***Dome Light*** 3 inch Round Compartment Light Combination Red-Clear. 9/25	104.00	1	67.60	67.60T
INNER EDGE-TRIO ...	Whelen	***Lightbar & Siren Pkg*** Inner Edge TRIO / CORE Package Includes: XLP or FST Inner Edge, RST Inner Edge, CORE Siren System, Controller Pad of Choice, OBD II Harness. "KB026 CORE PKG" SC 9/25	8226.00	1	3,273.75	3,273.75T
BSFW47ZT-TRIO-P...	Whelen	See Drawing.	2613.00	1	0.00	0.00T
BSRW12T-TRIO-Pkg	Whelen	Rear RST WCX Inner Edge, 12 lamp TRIO. See Drawing. KB026 10/25	3257.00	1	0.00	0.00T
C399-PKG	Whelen	CENCOM CORE WCX CONTROL CENTER. Included in Bundle KB 026. 1/25	1411.00	1	0.00	0.00T

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Item	MFG	Description	MSRP	Qty	Price	Total
CCTL7-PKG	Whelen	WeCanX 21 BUTTON/SLIDE CTRL HD. Included in Bundle KB 026. 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
CEM16	Whelen	New! 16 Output, 4 Input WeCanX™ Expansion Module. KB 026. SC 9/25	292.00	1	189.00	189.00T
CV2V	Whelen	Vehicle to Vehicle Sync Module. CORE Promo# KB 026 SC 9/25	371.00	1	241.15	241.15T
WCXJB12	Whelen	WecanX Junction Box. SC 9/25 ***Console***	164.00	1	106.60	106.60T
C-VSW-1700-F150-P...	Havis	12.5" Wide Flat 17" Vehicle-Specific Console With Internal PocketJet 8 Printer Mount For 2021-2025 Ford F-150 Police Responder, Special Service Vehicle (SSV), 2023-2025 Ford F-250, 350, 450 XL & XLT Super Duty Pickup, F-450 & 550 Cab Chassis & F-600 Chassis Cab SC 9/25	1283.00	1	898.10	898.10T
CUP2-1001	Havis	Self-Adjusting Double Cup Holder to fit cups up to 3.5" in diameter. SC 9/25	70.00	1	49.00	49.00T
C-AP-0325-1	Havis	3" Accessory Pocket, 2.5" Deep. SC 9/25	53.00	1	37.10	37.10T
C-USB-3	Havis	USB-C & USB Type A Dual Port Charger. SC 9/25	108.00	1	75.60	75.60T
C-HDM-214	Havis	8.5" Heavy Duty Telescoping Pole, Side Mount. SC 9/25	190.00	1	133.00	133.00T
C-MD-119	Havis	11" Slide Out Locking Swing Arm with Low Profile Motion Adapter. SC 9/25	379.00	1	265.30	265.30T

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Item	MFG	Description	MSRP	Qty	Price	Total
LPS-211	Havis	Multipurpose Bracket Secures Power Supplies on Havis Docking Stations or Cradles. SC 9/25.	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. SC 9/25	39.00	1	0.00	0.00T
C-EBW85-XTL-1P	Havis	Equipment Bracket for Wide VSW Consoles, Fits Motorola XTL2500, XTL5000-05, APX-7500. SC 9/25	37.00	1	0.00	0.00T
MMBP-25	Magnetic ...	Magnetic Mic. SC 9/25.	39.95	2	31.96	63.92T
ML150LRX-1019	Maglite	ML150LR(X) RECHARGEABLE LED FAST-CHARGING FLASHLIGHT. 120V Converter, 12 volt DC Power Adapter. SC 9/25.	223.20	1	167.40	167.40T
75458	Streamlight	Streamlight 75458 Stinger DS LED High Lumen Rechargeable Flashlight with 120-Volt AC/12-Volt DC Piggyback Charger - 800 Lumens. SC 9/25 ***Gun Lock***	332.13	1	215.88	215.88T
GK10301S1UHK	Setina	D T-Rail Mount 1 Small & 1 Universal XL Lock Handcuff Key SC 9/25 ***Single Prisoner Containment***	529.00	1	449.65	449.65T
PK0419FDT15F150	Setina	#10VS C Recessed Panel Coated Polycarbonate With Expanded Metal Window Security Screen. Ford F-150 2019 - 25. SC 9/25	1149.00	1	976.65	976.65T

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Item	MFG	Description	MSRP	Qty	Price	Total
QK2381FDT15F150	Setina	2015-CURRENT FORD F150-F550 SPT REAR TRANSPORT REPLACEMENT SEAT SMARTBELT COMPLETE ASSEMBLY. SC 9/25	1299.00	1	1,104.15	1,104.15T
TPA14129	Setina	15-25 FORD TRUCK F150/17-25 F250. CARGO DECK UPPER ASSEMBLY. SC 9/25	299.99	1	254.99	254.99T
TK1261FDT15F150	Setina	15-25 FORD TRUCK F150. CARGO DECK W/ DRAWER MAX. REQUIRED: RP PARTITION (SOLD SEPARATELY) TPA14129 UPPER CARGO DECK (SOLD SEPARATELY)-NOT COMPATIBLE W/rear WINDOW BARRIER. SC 9/25 ***Window bar & Door Panel***Rear Passenger Side Only***	2609.00	1	2,217.65	2,217.65T
1W0695FDT15F150H	Setina	Window Barrier VS Steel, Horizontal Rear Passenger Side Only. Ford F-150, 2015-25. NOT COMPATIBLE WITH FORD RAPTOR. SC 9/25	209.00	1	177.65	177.65T
1D1388FDT15F150	Setina	DOOR PANEL VS ALUMINUM PASS 15-25 FORD TRUCK F150 INCLUDES HARDWARE SPECIAL ORDER ITEM. 8/25. ***Prisoner Dome***	149.00	1	126.65	126.65T

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Item	MFG	Description	MSRP	Qty	Price	Total
480093	Rigid	A-Series High Power Single White. Black Housing. SC 9/25 ***Tail Flasher***	111.99	1	83.99	83.99T
ETFBSSN-P	SoundOff ...	Flashback Alternating Taillight Flasher, Solid State - 2.4 f.p.s. SC 9/25.	108.00	1	70.20	70.20T
PSJC3FCR	Whelen	MEGA T-Series Trio Flasher RBW. SC 9/25 ***Radio Power Cables***	238.00	2	154.70	309.40T
HSN4038A	Motorola	SPEAKER,SPKR. 7.5 W REMOTE 5/25	82.80	1	72.90	72.90T
HKN4191C	Motorola	ASSY,CBI,PWR-MOTOROLA APX 10FT 6/25 ***Antenna***	39.67	1	36.45	36.45T
KB-GPSBAX-TRI-M...	Panorama ...	ALL IN ONE PKG FOR Motorolla APX-8500,"Sharkee" with Whip, WiFi, GPS and U2-B1 1/25 ***Harness***	363.33	1	309.02	309.02T
CH26 Mount	911 Circuits	Mounting Base for CH26 Housing SC 9/25	49.00	1	31.85	31.85T
CH26.2.20 Standard	911 Circuits	Ch26 harness with the red bank and yellow bank hot and all other banks controlled by switches for timed or ignition. Contains 20 foot output harness wires and the dual stage timer. SC 9/25 ***Tint/Misc/Shipping/Labor****	1250.00	1	812.50	812.50T
Tint Window - Visor	Tint	TBD Darkness, Top strip to AS1 line.	66.00	1	66.00	66.00T
Tint Window - SUV / ...	Tint	Tint SUV / PU, STD Film. Level TBD.	337.50	1	337.50	337.50T
Materials		Misc Shop Supplies and Materials		1	215.00	215.00T
Labor Chandler		EVT Certified Installation Labor	125.00	91	110.00	10,010.00

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[illegible]

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 MPOWER LIGHTS	BK1525TAH21	1	589	15%	500.65
FENDER WRAP BUMPER	PB5 FENDER WRAP FOR Tahoe WITH SETINA PB400 OR PB450 PUSH BUMPER	FK0400TAH21	1	659	15%	560.15
Siren Speaker	100J SERIES COMPOSITE SPEAKER W/UNIVERSAL BAIL BRACKET 100 WATT	ETSS100J5	1	465	35%	302.25
mpower Fascia 4" Front	mpower® 4" Fascia Light w/ Quick Mount, 18" hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White	EMPS25TS5RBW	2			
mpower Fascia 4x2	mpower® Fascia 4x2 Light w/ Quick Mount, 18" 5-wire w/ sync option & 1.5 Pigtail, SAE Class 1 & CA Title 13, 9-32 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 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/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black 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) PART# IS NOT AVAILABLE FOR A CHEVY TAHOE. ONLY AVAILABLE FOR A CHEVY SILVERADO). Correct Part # WS- 21TH-HATCH 2021-25 Tahoe 2021-24 Suburban hatch window screen; square-hole punched	WS-21SI-6MP- AZDPS-R Correct Part# WS-21TH- 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 List price	Discount off Catalog	Net price (list less discount)
Controller	500 Series Remote Control System	ENGSA5100RSP	1	1784	35%	1159.6
Siren conversion Module	Siren Conversion Kit 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 Support	1104709	1	2428.45	0%	2428.45
Sierra Wireless Airlink 911 Wire harness (full vehicle)	AIRLINK SUPPORT PLAN FOR MG DEVICES 5 YEAR TAHOE CUSTOM HARNESS FOR AZDPS	9010354 CH27-BP-AZDPS- TAHOE24	1 1	1032.58 2400	0% 30%	1032.58 1680

REAR CABIN / TRUCK BED

Part Name	Part Description	SKU	Quantity	Established List price	Discount off Catalog	Net price (list less discount)
Rear PA Mic Light	REPLACEMENT MICROPHONE FOR 500 SERIES SIREN UNIVERSAL LED DOME LIGHT 6" ROUND W/ WHITE LENS RED	PSRNSMCO1 ECVDMILTAL00	1 1	72	35%	46.8
TLO Box Base/Mount	2021+ TAHOE TILT UP CARGO MOUNT WITH ELECTRONICS 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 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 List price	Discount off Catalog	Net price (list 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- 32 Vdc w/ 10' 5-wire harness includes insert, Lens #1 (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 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



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 th 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

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: **IX.A.**

Date: **2/23/2026**

Date submitted:
02/19/2026

Action: Formal

Subject: Discussion and negotiations of employment contract of City Manager, in order to consider its position and instruct its Staff and attorney regarding the public body's position regarding discussions conducted on City Manager employment contract, City Code and legal advice, pursuant to A.R.S. § 38-431.03 (A) (1), (3), and (4).

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

A handwritten signature in blue ink, reading "Stephen R. Cooper".

Stephen R. Cooper, City Attorney

**CITY OF ELOY
REQUEST FOR COUNCIL ACTION**

Agenda Item: **IX.B.**

Date: **2/23/2026**

Date submitted:
02/19/2026

Action: Formal

Subject: Discussion of legal matters/consultation with City Attorney, City Staff and/or the public body in order to consider its position and instruct its attorneys regarding any matter on the Agenda pursuant to A.R.S. § 38-431.03 (A) (3), (4) and (7).

Date requested:
2/23/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:



Stephen R. Cooper, City Attorney