PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, APRIL 13, 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

B. Unscheduled

VI. Reports and Announcements

A. Mayor's Announcements

1. Proclamation — Week of the Young Child
2. Proclamation — National Public Safety Telecommunicators Week

B. Council Members' Announcements

C. City Manager's Announcements

1. Police Chief Sergio Banales Council Briefing

VII. Consent Agenda

*A. Approval of Minutes — March 23, 2026, Work Session and Regular Meeting, and March 30, 2026, Budget Study Session

*B. Acceptance of a Proposal from Coro Medical/ZOLL, for the Purchase of Automated External Defibrillators (AEDs), using funds from the One Arizona Opioid Settlement Agreement, Earmarked for Use by the City of Eloy, with Pricing Per Sourcewell Contract # 041823-ZLL, at a Cost not to Exceed $62,000.00.

*C. Acceptance of a proposal from E1 Audiovisual Technologies for a project to upgrade existing technologies in the Police Department briefing/training room, using funds allocated in the FY 25/26 City of Eloy Capital Improvement Project (CIP) budget, with pricing per Arizona State Contract (CTR075310) at a cost not to exceed $60,000.00. Furthermore, authorization for the Mayor or his designee to sign any contracts necessary for project completion.

*D. Approval of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the Administration of Final Design and Construction of the Battaglia Road Sidewalk Project (Eleven Mile Corner Road to Sunshine Boulevard).

*E. Adopt Resolution 26-1652, approving Case No. CUP2025-011 Park 8-10 Freeberg Outdoor Storage. A request for a Conditional Use Permit to allow outdoor storage on the property zoned Light Industrial (I-1) located at 5610 North Sunland Gin Road, and consisting of approximately 13.62 acres.

*F. Adopt Resolution No. 26-1653 accepting the public right-of-way dedication for Sunland Gin Road

*G. Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 15 Special Event License to the Eloy Chamber of Commerce for the Cinco de Mayo event, May 1, 2026.

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

A.	Conduct a public hearing, and consider adopting Resolution No. 26-1654, finding that the applicable criteria have been met, and approve a two-year time extension to the previously approved Conditional Use Permit (Case No.: CUP2022-022) to allow a Solar, Utility Scale Generation and Battery Energy Storage System Facility, submitted by W. Ralph Pew of Pew & Lake, PLC, on behalf of NextEra Energy Resources, DBA Eloy Valley Solar, LLC, for a property located at the northeast corner of Sunshine Boulevard and Pretzer Road, consisting of approximately 320 acres.	Dan Symer, AICP
B.	Consideration and Possible Action of Resolution No. 26-1655 Authorizing the Franchise Agreement with Arizona Public Service (APS) to be submitted to the Voters of the City of Eloy at the November 2026 General Election.	Mackenzie Letcher

IX. Executive Session

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

X. Adjournment

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

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

Celine A. Kidwell

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: 4/13/2026

Date submitted: 01/16/2026

Action: Other

Subject: Scheduled

Date requested: 4/13/2026

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: 4/13/2026

Date submitted: 01/16/2026

Action: Other

Subject: Unscheduled

Date requested: 4/13/2026

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

CITY OF ELOY, ARIZONA

Office of the Mayor

PROCLAMATION

Week of the Young Child

April 11 – 17, 2026

55th Anniversary · National Association for the Education of Young Children

WHEREAS, *All of Arizona's children deserve access to quality early care and education (ECE) environments; and*

WHEREAS, *Quality child care programs build children's lifelong learning skills during the critical years from birth to age five; and*

WHEREAS, *ECE teachers and child care providers are the essential workforce that helps Arizona parents get to work or school; and*

WHEREAS, *Funding quality child care is a smart investment that improves family well-being, strengthens communities, and grows our state's prosperity; and*

WHEREAS, *First Things First, Arizona Association for the Education of Young Children, Southern Arizona Association for the Education of Young Children, and other community organizations, in conjunction with the National Association for the Education of Young Children, are celebrating the 55th anniversary of the Week of the Young Child; and*

WHEREAS, *These organizations are working to improve equitable early childhood opportunities that provide a strong start for children in Eloy; and*

WHEREAS, *Public policies that support ECE for Arizona's youngest learners help our families, communities, and the economy thrive.*

NOW, THEREFORE, *I,* **Andrew Sutton, Mayor**, *do hereby proclaim* **April 11–17, 2026,** *as the* **Week of the Young Child** *in* **Eloy, Arizona**, *and encourage all citizens to support and invest in early care and education in our community.*

IN WITNESS WHEREOF, *I have hereunto set my hand and caused the Official Seal to be affixed this day.*

Andrew Sutton
Mayor, City of Eloy, Arizona

CITY OF ELOY, ARIZONA

Office of the Mayor

PROCLAMATION

National Public Safety Telecommunicators Week

April 12 – 18, 2026

Eloy Police Department · City of Eloy, Arizona

WHEREAS, *Emergencies can occur at any time, requiring the response of police, fire, or emergency medical services; and*

WHEREAS, *When an emergency occurs, the prompt response of public safety personnel is critical to the protection of life and preservation of property; and*

WHEREAS, *Public Safety Telecommunicators are the first and most critical point of contact for individuals seeking emergency assistance, serving as the vital link between the community and emergency responders; and*

WHEREAS, *These dedicated professionals provide calm, clear, and critical information during times of crisis, coordinating emergency response, relaying life-saving information, and ensuring the safety of first responders in the field; and*

WHEREAS, *The Public Safety Telecommunicators of the Eloy Police Department consistently demonstrate professionalism, compassion, and a commitment to excellence while serving the community 24 hours a day, seven days a week.*

NOW, THEREFORE BE IT RESOLVED *that I,* **Andrew Sutton, Mayor of the City of Eloy,** *do hereby proclaim the week of* **April 12–18, 2026,** *as* **National Public Safety Telecommunicators Week** *in* **Eloy, Arizona,** *in honor of the men and women whose dedication and service help keep our community safe.*

Signed this 13th day of April, 2026

Andrew Sutton
Mayor, City of Eloy, Arizona

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.A.**

Date: **4/13/2026**

Date submitted:
01/16/2026

Date requested:
4/13/2026

Action: Formal

Subject: Approval of Minutes — March 23, 2026, Work Session and Regular Meeting, and March 30, 2026, Budget Study Session

TO: Mayor and City Council

FROM:

RECOMMENDATION:

DISCUSSION:

FISCAL IMPACT:

Approved as to Form:

Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Work Session Meeting
March 23, 2026 at 5:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Work Session of the Eloy City Council to order at approximately 5:02 PM on Monday, March 23, 2026.

II. Roll Call

Present: Mayor Andrew Sutton
Vice Mayor Michelle Tarango
Council Member Sara Curtis
Council Member JoAnne Galindo
Council Member Andrea Garcia
Council Member Dan Snyder
Council Member Michael Vodrazka

Absent: None

Staff Present: Mackenzie Letcher, City Manager
Stephen Cooper, City Attorney
Celine Kidwell, City Clerk

III. Pledge of Allegiance

The Pledge of Allegiance was recited. No Moment of Silence was held at this Work Session.

IV. Unscheduled Public Appearances

Mayor Sutton noted that unscheduled public appearances would be deferred until the end of the Work Session to allow sufficient time for the presentation and discussion. No unscheduled public speakers came forward after the discussion was adjourned.

V. Discussion Items

A. Presentation and Discussion on the City of Eloy Animal Shelter Needs Assessment and Animal Control Study

Consultant presentation delivered by Michael Barnard, Principal, Shelter Planners of America (SPA), a division of FMD Architects, Grapevine, Texas. The Needs Assessment Study was originally issued on August 26, 2025, and revised on March 19, 2026.

Mr. Barnard introduced Shelter Planners of America as the most experienced animal shelter design firm in the nation, with over 30 years of experience and work with more than 750 animal shelter groups nationwide. He noted that the firm's founder operated four animal shelters in addition to his architecture practice, providing operational insights that inform the firm's design approach.

Animal Shelter Design Goals:
Mr. Barnard outlined the seven core design goals that guide SPA's shelter projects:

- Implement current best practices in humane animal care.
- Reduce animal stress through better species separation, soundproofing, two-compartment housing (allowing animals to separate sleeping/eating areas from elimination areas), and natural light.
- Prevent disease through medical isolation and quarantine areas, enhanced HVAC systems with fresh air (not recirculated), proper drainage, and quality laundry and grooming facilities.
- Create a warm and welcoming public environment with sound control, natural light, color, odor control, private get-acquainted rooms, and landscaping — moving away from the dark, institutional shelter model toward a retail-style experience that encourages adoption visits.
- Increase opportunities for human-animal socialization through get-acquainted rooms, outdoor walks, cat condos, and community cat rooms.
- Focus on education and prevention through spay/neuter programs, humane education, and informational displays.
- Create an effective workspace for staff with adequate offices, storage, conference rooms, adoption interview rooms, employee break room, and proper flow and cleanability.

Findings of the Needs Assessment Study:

- Eloy's total population is approximately 18,992 (2024 data), with a fluctuating incarcerated population of approximately 6,800, leaving an unincarcerated population of approximately 12,192.
- In 2024, 314 animals were received from Eloy at Pinal County Animal Care (PCAC): 215 dogs (68.4%) and 99 cats (31.6%). This represents a 2.58% animal intake ratio relative to the un-incarcerated population, which is within the national norm of 2–3%.
- Over the next 20 years, Eloy's population is projected to increase 100.1% to approximately 24,400 (net of prison population). Projected 2044 animal intake is estimated at 628 animals annually (430 dogs, 198 cats).

Disposition of Animals (2024):

- Adopted or transferred: 173 animals (75.22%) — above the national norm of 60–70%.
- Returned to owner: 39 animals (16.96%) — within the national norm of 10–20%.

- Euthanized: 13 animals (5.65%) — well below the national norm of 10–20%; above the nationally promoted 90% live release rate threshold.
- Died in shelter: 5 animals (2.17%).

Projected Animal Housing Capacity:

- Current housing capacity: 0 (City does not operate a shelter; animals are handled through PCAC).
- Proposed housing for a new City shelter: 32 dogs and 18 cats, based on an estimated unmet need for stray pickups beyond what the 20-year planning horizon alone would suggest.
- Current estimated average length of stay (ALS): 21 days for both dogs and cats. Proposed ALS with the recommended housing: 27 days for dogs, 33 days for cats. SPA noted that its general recommendation is a maximum of 14 days of ALS to avoid adverse behavioral effects, but acknowledges that this is not always achievable.

Building Space Program (20-Year Planning Horizon):
The proposed facility totals approximately 10,211 combined square feet:

- Administrative: 3,223 SF (interior)
- Medical Clinic: 1,108 SF (interior)
- Animal Housing – Interior: 2,210 SF
- Animal Housing – Exterior (covered): 880 SF
- Animal Support Areas – Interior: 1,771 SF
- Animal Support Areas – Exterior (unfinished): 1,020 SF

Site Considerations:
The City previously operated an animal shelter at 30130 W. Houser Road, which shares a site with the City's water booster station (total site approximately 1.95 acres; shelter-allocated portion approximately 0.52 acres). The existing building is still standing but is not suitable for reuse due to its limited size (12 kennels), its outdated single-compartment kennel configuration, its trench drains, and its inability to meet modern energy and design standards. The City is considering using the former shelter site for new construction. Mr. Barnard noted that, based on a site visit conducted that day, the current perimeter fence area appears too small for a facility meeting 10- and 20-year planning needs, but that acquiring an additional 20–30 feet of surrounding property could potentially make the site workable. No official site decision has been made.

Mr. Barnard noted that SPA's standard site selection criteria include: visibility (high-traffic location preferred for adoption visibility), accessibility (centrally located), suitability (utilities, zoning, drainage, easements), parking (28 spaces estimated for this facility), and a minimum site size of 1 to 1.5–2 acres for a single-story facility with surface parking.

Staffing:

For a City-operated shelter, SPA recommends a minimum of 6 full-time positions (Monday–Friday, daytime): Animal Control Manager (1), Adoption Specialist (1), Kennel Technician (1), Administrative Assistant (1), and Animal Control Officers/Field Staff (2). Evening and weekend coverage would require additional staffing. Part-time veterinary and vet tech services would be provided under contract. A volunteer program would be desirable in the new facility environment.

Estimated annual staffing cost: $344,516 (hiring at minimum) to $413,419 (hiring at midpoint). City Manager Letcher noted that, when including vehicle purchases and maintenance, building maintenance, food, and other operating costs, the estimated total annual operating cost is approximately $650,000–$700,000.

Operating Costs:

- Current City cost under the PCAC contract: $75,000 per year (minimum), up to $150,000 at full staffing. Current cost per animal: $238.85–$477.71 for 314 animals.
- National norm (updated): $400–$700 per animal. Small shelters with low intake numbers tend to have higher per-animal costs due to fixed staffing requirements.
- Mr. Barnard cautioned that any future renegotiation of the PCAC contract should account for the likelihood that Pinal County's own costs will increase significantly as the region's population grows, and that proportional cost allocations across jurisdictions may shift unfavorably for Eloy.

Opinion of Probable Cost (New Construction):

- Total construction cost (low): approximately $3,319,362 ($325/SF)
- Total construction cost (high): approximately $4,335,031 ($425/SF)
- With soft costs (15%), contingency (5%), and one-year escalation (3%), the estimated total project cost ranges from approximately $4,122,647 (low) to $5,384,108 (high).
- Land cost is not included. These figures are expressed in 2025 dollars; construction costs continue to rise.

Council Questions and Discussion:

Council Member Galindo asked why the existing shelter building was not considered for renovation rather than new construction. Mr. Barnard explained that SPA was not commissioned to study a renovation, but offered that reuse is feasible in some cases. He described his site visit that day and confirmed that the existing building is too small for the proposed program, has outdated single-compartment housing and trench drains, and lacks an adequate site footprint. He noted that one possible approach — as SPA has done elsewhere — would be to construct a new dog building adjacent to the existing structure and convert the old building to cat housing, potentially at lower cost than full new construction. He recommended that SPA be consulted before any site is purchased to conduct a "test fit" review. Council Member Galindo noted the building's history, including that the City's previous animals were housed at the sewer

pond before the building's construction approximately 25 years ago.

Council Member Snyder asked whether space for animals other than dogs and cats was included in the program. Mr. Barnard confirmed that zero square footage was currently designated for other species, but noted approximately 80 square feet could be added without significantly impacting cost or program size.

Council Member Snyder asked about different operational models (government-run vs. nonprofit partnerships). Mr. Barnard described approximately six common models, ranging from fully government-operated shelters to complete nonprofit operation with government contracts. He noted that the most effective model in many communities combines a city-owned and city-managed shelter with a "Friends of" nonprofit group that raises private funds to supplement city resources — giving the city control while enabling community-funded enhancements. He cautioned that relying on nonprofit volunteers introduces instability over time as personnel change.

Council Member Snyder asked about the feasibility and cost of a city-operated program. City Manager Letcher confirmed an estimated annual operational cost of approximately $650,000–$700,000 when all costs are included. Council Member Snyder noted that a city-nonprofit partnership would be the most viable model, with the nonprofit supporting adoption events, food drives, and other activities that city staff would not have the capacity to manage.

Council Member Snyder asked whether the current $75,000 PCAC contract is sustainable given projected population growth in Pinal County. Mr. Barnard confirmed that as PCAC's own costs and intake numbers grow, jurisdictions like Eloy are likely to face significant increases in contract prices and encouraged the City to plan accordingly.

Vice Mayor Tarango asked whether Mr. Barnard had observed successful arrangements in which a city operates its own animal control officers and contracts for sheltering services to a county or third-party facility. Mr. Barnard confirmed that this is a common model, particularly in the northeastern United States, and stated that it would require renegotiating the current PCAC contract to separate field services from shelter services. He offered to share a previously prepared report outlining six operational models, which he agreed to send to Captain Jerome.

Chief Banales thanked Mr. Barnard for the presentation and offered context from the Police Department's perspective. He noted that the department's current capacity to respond to animal calls varies considerably: some weeks, there are no animal calls requiring officer involvement; others require significant time. He explained that if the City wants a true 24/7 animal control response capability, dedicated animal control personnel — not sworn officers — would be needed, as officers are not trained for routine animal pickup and may be unavailable during high-priority calls. He noted that the department's current protocol is to dispatch officers only for vicious-animal calls, active attacks, or injury incidents; routine stray reports are referred to PCAC. He also noted that the department responds to tethering violations under the City's municipal code, which PCAC no longer enforces. Chief Banales also acknowledged and thanked the Council for recognizing the vaccination clinic program being conducted collaboratively with Pinal County.

Council Member Galindo expressed strong support for expanding animal control services, emphasizing that the current arrangement leaves citizens without timely response — particularly on weekends and early mornings when residents are chased by loose dogs and have no one to call. She stated that Pinal County's on-call officer covers the entire county and responds only to person attacks, making the current service level unacceptable for Eloy residents' safety. She advocated for a minimum of two City-employed animal control officers to build community relationships and provide education, noting that the current arrangement does not deliver on what was promised under the contract. She also called for remodeling the existing shelter to a functional level sufficient to house animals overnight, if needed, and for the City to restore on-call animal control capability. She characterized the hybrid approach (City ACOs delivering animals to PCAC) as a reasonable direction while the City works toward its own shelter. She acknowledged PCAC's commitment and noted the County's capacity constraints are a systemic issue rather than a lack of effort.

Council Member Curtis expressed support for Vice Mayor Tarango and Council Member Galindo's comments and indicated the Council should give staff direction to move forward with a hybrid solution that pursues a near-24/7 response capability, whether through renegotiation with PCAC, addition of a City ACO, remodeling of the shelter, or engagement of another shelter partner.

Mayor Sutton summarized the direction emerging from the discussion and proposed the following sequenced approach:

- Step 1: City staff, led by City Manager Letcher in coordination with Chief Banales and Captain Jerome, will engage Pinal County Animal Care and Control in a renegotiation/exploration of contract options — including what enhanced services, expanded capacity, or modified terms (e.g., sheltering-only vs. full-service) are available, and at what cost.
- Step 2: Staff will convene a broader stakeholder think tank, including City staff, Pinal County representatives, and local rescue/nonprofit organizations, to develop and evaluate solution options.
- Step 3: Staff will present options to the City Council for direction and further action.

Mayor Sutton proposed a target completion date of July 30, 2026, for staff to bring forward options. Chief Banales confirmed understanding of the timeline.

Council Member Snyder asked whether the original PCAC contract included a dedicated full-time animal control officer for Eloy, and whether the City has been receiving that contractually promised level of service. Mayor Sutton and City Manager Letcher confirmed that the renegotiation process would include a review of contractual obligations and performance.

City Manager Letcher noted that a prior needs assessment study was completed in 2023 and expressed urgency about avoiding another multi-year delay before implementation. He committed to moving the process forward promptly.

VI. Adjournment

Mayor Sutton thanked the consultant, Chief Banales, Captain Jerome, and Council members for their participation and input. He announced a 10-minute recess before the Regular Meeting began. The Work Session was adjourned at approximately 6:02 PM.

BY:

_____
Andrew Sutton, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Regular Meeting
March 23, 2026 at 6:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Regular Meeting of the Eloy City Council to order at approximately 6:20 PM on Monday, March 23, 2026. The meeting followed a Work Session held earlier that evening.

II. Roll Call

Present: Mayor Andrew Sutton
Vice-Mayor Michelle McKinley-Tarango
Councilmember Daniel Snyder
Councilmember Jose Garcia
Councilmember Josephine Galindo
Councilmember Michael Vodrazka
Councilmember Sara Curtis

Staff: 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 Mayor Sutton.

V. Public Appearances

A. Scheduled

1. Legislative Update — Arizona State House of Representatives Teresa Martinez and Chris Lopez
This item has been postponed to a future meeting.

B. Unscheduled
Beverly Sikes, Eloy Resident, addressed the Council on behalf of Kevin Greene, a retired Illinois EPA Pollution/Project Protection Manager who was unable to attend. She read a prepared statement raising concerns about the proposed Freepoint Ecosystems plastics pyrolysis plant in Eloy.

- At a City Council work session in early February, two environmental groups shared information about ongoing regulatory and technical issues at Freepoint's Ohio facility, including multiple air permit violations such as excess particulate emissions, improper venting of process gases, and failure to report pollution control malfunctions in a timely manner. The Ohio EPA may pursue enforcement action.
- The plastics pyrolysis industry faces challenges in operational reliability, compliance with safety standards, and long-term economic viability. Multiple facilities across the country have shut down over the past decade due to technical and economic difficulties.
- Heating plastics at high temperatures poses health and environmental risks by releasing hazardous air pollutants and potentially producing hazardous waste.
- Ms. Seeker, on behalf of Mr. Green, asked the Council to reconsider the Freepoint facility permit and to discuss additional emission controls and continuous monitoring requirements with the company. She emphasized that once permitted, the facility could operate for decades, and that health risks would be borne by the community rather than the company.

Ralph Achoo, Eloy Resident, addressed the Council regarding the Freepoint Ecosystems air permit modification.

- On March 9, the Pinal County Air Quality Control District held a public hearing on Freepoint's permit modification. He asserted that the City of Eloy had an opportunity to request additional safeguards and continuous emissions testing with public reporting, but failed to participate.
- He noted that Freepoint's Ohio (T-1) facility, after more than one year, has not yet reached full capacity and continues to experience environmental compliance issues.
- He expressed that the Council had previously allowed Freepoint a 90-minute presentation while limiting rebuttal to less than 10 minutes, and that significant written documentation and expert testimony had been submitted to the Council regarding air quality risks to Eloy homes and schools.
- He called for continuous monitoring of toxic emissions rather than periodic spot checks, which he characterized as insufficient. He stated that failure to require such monitoring placed responsibility for any resulting health consequences on the Mayor, City Manager, and City Council.

Rachelle Giles, of Goodman Shorts Public Affairs, representing Freepoint Ecosystems, addressed the Council to provide information and updates on the air permit modification process. Key points included:

- Regulation of the Clean Air Act is delegated by the U.S. EPA to each state; ADEQ has further delegated permitting and enforcement to the Pinal County Air Quality Control District (PCAQCD). The Freepoint facility in Eloy was granted an air permit by PCAQCD in December 2022; a permit modification was submitted in November 2025.
- The project is permitted under a Class 2 Minor Source air permit, meaning

emissions are below Title V major source thresholds. The permit includes enforceable conditions such as required control devices, throughput limits, and emissions caps. The modification also reflects a decrease in total VOC emissions and adds recordkeeping and reporting requirements to demonstrate that more than 70% of input plastic is recycled.

- Freepoint voluntarily requested a public hearing during the permit modification process. The project is subject to oversight by numerous agencies, including U.S. EPA, ADEQ, Arizona Corporation Commission, PCAQCD, Pinal County Public Works, and the City of Eloy's Public Works, Fire Department, and Planning and Zoning Division.
- Freepoint offered to host Mayor and Council members on a tour of its Ohio facility to observe operations firsthand.
- Regarding the Ohio facility's regulatory history, Ms. Giles stated that Freepoint is in daily communication with the Ohio EPA to align on best practices and resolve issues, including those the company self-reported. She indicated the question before Arizona regulators is whether the project meets Arizona's permitting standards and conditions, not those of another state.

Mayor Sutton thanked Ms. Giles for her remarks and noted that Council is unable to engage in direct Q&A during public appearances.

4. Sheila Porter – Village Grand Valley Ranch, Eloy (Freepoint Ecosystems):
Ms. Porter, residing at 1122 North Fairway Drive, addressed the Council regarding the Freepoint facility with concerns focused on the cumulative environmental and public health impact of increased truck traffic and chemical exposure in the surrounding neighborhood. She raised concerns about PFAS (per- and polyfluoroalkyl substances) contamination of Eloy's aquifer, noting that plastic companies can leach PFAS into water supplies, that many PFAS compounds are not currently on EPA recognized lists, and that cleanup costs and health effects from contamination tend to fall on communities. She also raised concerns related to reproductive health and hormonal effects of PFAS exposure on residents and future residents, particularly children. She submitted printed documentation to the Council and urged careful consideration before final permitting decisions are made.

Lenora Noble, Eloy Resident, addressed the Council, noting she had spoken at a prior meeting on the same subject. She urged the Council to take additional time to investigate the Freepoint facility before making a final decision, emphasizing the importance of resident input, incident response preparedness, and air quality protections. She noted that once particulates are released into the environment, remediation is difficult. She asked the Council to take a careful second look at the air quality environment and to ensure that the standard of care for the community is clearly defined and enforced. She stated that it does not hurt to take more time before a final decision, as the facility's presence will be long-term regardless of its operational success.

Mayor Sutton thanked all speakers and acknowledged the value of public comment in informing the Council's deliberations. No further unscheduled speakers came forward.

VI. Reports and Announcements

A. Mayor's Announcements

Mayor Sutton provided the following announcements:

- March 10: Attended the Sun Corridor MPO Board Meeting. Confirmed receipt of two grants from ADOT through the Sun Corridor MPO: (1) $295,000 for a Safe Routes to School Study for Eloy, with staff now working to select a consultant; and (2) $94,000 for a Transit Feasibility Study for Eloy. Mayor Sutton expressed strong support for the transit study, noting that public transportation is critical to community mobility and growth, and that Eloy currently has no bus stop. Residents should expect outreach materials in the mail regarding the transit study.
- March 11: Attended the Joint City Council and Planning & Zoning Commission Work Session on the Air Park Master Plan. Many ideas were brought forward, and the process is ongoing.
- March 16: Attended the AUTAC (Arizona Urban Transportation Advocacy Council) Regional Transportation Advocacy Council meeting, reviewing transportation-related legislation currently moving through the Arizona Legislature. Attended the City Council Work Session on the Battaglia Road Sidewalk Project. Mayor Sutton expressed satisfaction that a plan is in place, noting that coordinating the sidewalk installation with the upcoming sewer line project is the most prudent sequence to avoid tearing up new sidewalk for sewer work.
- Wednesday [date TBD]: Along with several Council members, attended the CoreCivic Quarterly Community Luncheon at Robson Ranch. Mayors from Casa Grande and Florence were also present. Robyn Klein showcased the La Palma facility. Mayor Sutton noted the facility's GED program for inmates and committed to speaking at an upcoming graduation ceremony.
- Pinal Regional Transportation Authority (PRTA) meeting: Described as contentious. The primary topic was the disposition of approximately $40 million in leftover transportation tax funds collected in Pinal County. Mayor Sutton's position is that the funds should remain in Pinal County and be distributed fairly across all communities, rather than reverting to the state's general fund.
- March 23 (today): Met with the Arizona League of Cities and Towns to review bills currently moving through the Legislature. He noted 2,121 bills have been introduced this session, with 12 vetoed and 3 signed into law. Residents may track bills at the Arizona League website.
- Mayor Sutton also recognized Public Works staff member Paul Anchondo for installing a new water fountain in a City park, which he had recently noticed and praised for producing good, cold water.

B. Council Members' Announcements

Council Member JoAnne Galindo reported that on March 10, 2026, she visited the Senior Center at the Toltec Community Center. During the visit, she presented information about the Lions Club Vision Program and distributed over 20 vouchers to seniors interested in obtaining eyeglasses. She also conveyed Mayor Sutton's commitment to providing transportation for seniors to their vision appointments if they coordinate the visits.

Council Member Jose Garcia announced an upcoming Project Connect event

scheduled for Wednesday, from 1:00 p.m. to 5:00 p.m. at Pierce Park, designed to connect residents in need with local resources, including housing assistance and other social services, all in one location.

Council Member Dan Snyder noted there were no additional announcements beyond what the Mayor had covered, and deferred to the City Manager for the General Plan update.

C. City Manager's Announcements
City Manager Letcher provided the following updates:

The General Plan 60-day public review period remains open. City Manager Letcher encouraged all residents and Council members to submit comments via the City's website. He noted that this foundational document will guide development and growth over the next 20–30 years, and that this is the last opportunity to substantively influence its content. Comments can be uploaded directly through the General Plan tab on the City's website.

A General Plan Immersion Lab open house will be held at City Hall on Thursday, March 26, from 11:00 AM to 6:00 PM. The event will feature a 180-degree virtual reality experience showing what the City of Eloy could look like at full build-out, organized by activity area (downtown, air park, industrial areas, etc.). Sessions will be conducted in approximately 10–15-minute increments. City Manager Letcher encouraged community members to attend.

Pinal County Animal Control Vaccine Clinic, a drive-through pet vaccination clinic, will be held on Saturday, March 28, from 7:00 to 9:00 AM. Animals must remain in vehicles. Cats must be in a carrier; dogs must be on a leash. Residents should plan for wait times and bring snacks, treats, and water for their pets.

The Eloy Easter Egg Hunt will be held on Friday, April 3, from 10:30 AM to 1:00 PM at Jones Park. The egg hunt begins at 10:45 AM. Vendor booth applications are available through the Community Services Department for businesses interested in participating.

City Manager Letcher announced that the City of Eloy received a $140,000 grant from APS for a downtown gateway project. The grant will fund planning and design for an improvement on the site where the former Dust Bowl and the old Veterans Center were demolished. Community Development Director Dan Symer has developed preliminary concepts. A formal presentation with APS Community Liaison Richard Rosales will be scheduled for a future meeting.

VII. Consent Agenda

Mayor Sutton presented the Consent Agenda. No Council member requested to pull any item from the Consent Agenda. Mayor Sutton called for a motion to approve the Consent Agenda as presented.

Motion to approve by Council Member Garcia; seconded by Vice Mayor Tarango. **Motion carried unanimously (7-0).** The following Consent Agenda items were approved:

A. Approval of Minutes — February 9, 2026, and March 9, 2026, Regular Meeting Minutes and March 16, 2026, Work Session Minutes

B. Approval of a One-Year Contract Extension with Armstrong Consultants, Inc. - Airport Engineering, Design, and Construction Management Consulting Services

C. Authorization to utilize Pinal County School Office 1GPA contract #22-15P-04 with Sunland Asphalt & Construction, LLC for asphalt products and services on W. Tonto Rd., in an amount not to exceed $38,500, as a part of the Annual Pavement Preservation Program identified and approved in the FY2025-2026 City of Eloy Capital Improvement Plan Budget.

D. Authorization to enter into an Intergovernmental Agreement (IGA) between the City of Eloy and Pinal County for Commercial Driver License (CDL) Testing Services.

E. Consideration and Approval of a Proposal from Motorola Solutions for the Replacement of the Eloy Police Department VHF Repeater Using Pricing per Arizona State Contract No. CTR046830, at a cost not to exceed $70,000.00. This project was presented and approved in the FY2025-2026 Capital Improvement Plan (CIP).

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

A. Authorization to Utilize the Pinal County JOC Contract 233828ROQ with Ellison-Mills Construction, LLC for Civil Construction Services to Proceed with Phase 1 of the Battaglia Road Sewer Line Upsizing Project
Interim Public Works Director Refugio “Cookie” Gallegos presented the item, which is included in the City’s FY 2025–2026 Capital Improvement Plan and represents a critical infrastructure investment in the City’s wastewater system to support both current demand and future growth. Key details:

- Scope: Replace the existing 8-inch sewer line with a new 24-inch line along Battaglia Road between 11 Mile Corner Road and Sunshine Boulevard. The current line is operating at or near capacity, creating a risk of backups and system failures as development continues.
- Project phasing: Phase 1 includes design and construction to extend current sewer upgrades from 11 Mile Corner Road approximately 900 feet south to Battaglia Road, then continuing to Curiel Street. Phase 2 will extend from Curiel Street to Sunshine Boulevard and will return to Council for approval at a future meeting.
- Total estimated project cost: $5.5 million ($3 million allocated to Phase 1; $2.5 million to Phase 2, including contingency).
- Funding: To be secured through a Utility Obligation Bond, which will be presented to Council at the last meeting in April. This approach allows engineering costs to be recouped prior to bond issuance. Approving Phase 1 now allows Ellison-Mills Construction to begin design work and keep the project on schedule.
- Procurement: Utilizing the Pinal County JOC (Job Order Contracting) Contract No. 233828ROQ allows the City to expedite project delivery, maintain competitive pricing, and ensure procurement compliance.

Mayor Sutton expressed enthusiasm for the project, noting the importance of coordinating the sewer line installation with the Battaglia Road Sidewalk Project to avoid disrupting newly installed infrastructure. No Council members had questions.

Motion to approve by Council Member Garcia; seconded by Council Member Curtis. **Motion carried unanimously (7-0).**

IX. Executive Session

No Executive Session was held.

X. Adjournment

Mayor Sutton called for a motion to adjourn. Motion was made and seconded. All were in favor. Mayor Sutton adjourned the meeting at 6:55 p.m.

BY:

_____
Andrew Sutton, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Work Session Meeting
March 30, 2026 at 5:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Budget Study Session of the Eloy City Council to order at 5:02 p.m. on Monday, March 30, 2026.

II. Roll Call

Present:	Mayor Andrew Sutton Vice Mayor Michelle Tarango Council Member Sara Curtis via phone Council Member JoAnne Galindo Council Member Andrea Garcia (Arrived at 5:13 p.m.) Council Member Dan Snyder Council Member Michael Vodrazka
Excused:	Council Member Dan Snyder
Staff Present:	Mackenzie Letcher, City Manager Stephen Cooper, City Attorney Celine Kidwell, City Clerk

III. Pledge of Allegiance

The Pledge of Allegiance was led by Mayor Sutton.

IV. Unscheduled Public Appearances

There were no unscheduled public appearances.

V. Discussion Items

A. Presentation by Brian Wright, Finance Director, on revenue projections for the FY 2026-2027 annual budget and seeking guidance on the proposed property tax rate.
Brian Wright, Finance Director, presented revenue projections for FY 2026–2027 and sought guidance on the primary property tax rate. Agreed on the maximum AS, MT, MV, JG, SC and unsure JG

B. Presentation by Brian Wright, Finance Director, on the City of Eloy's Capital Improvement Plan and Consolidated Rate and Fee Schedule for FY 2026-2027.
Brian Wright, Finance Director, presented the City of Eloy's Capital Improvement Plan

and Consolidated Rate and Fee Schedule for FY 2026-2027.

VI. Adjournment
Adjournment at 6:37 p.m.

BY:

ATTEST:

_____
Andrew Sutton, Mayor

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.B.
Date: 4/13/2026

Date submitted: 03/17/2026

Date requested: 4/13/2026

Action: Formal

Subject: Acceptance of a Proposal from Coro Medical/ZOLL, for the Purchase of Automated External Defibrillators (AEDs), using funds from the One Arizona Opioid Settlement Agreement, Earmarked for Use by the City of Eloy, with Pricing Per Sourcewell Contract # 041823-ZLL, at a Cost not to Exceed $62,000.00.

TO: Mayor and City Council

FROM: Byron Gwaltney, Captain

RECOMMENDATION:
Acceptance of a Proposal from Coro Medical/ZOLL, for the Purchase of Automated External Defibrillators (AEDs), using funds from the One Arizona Opioid Settlement Agreement, Earmarked for Use by the City of Eloy, with Pricing Per Sourcewell Contract # 041823-ZLL, at a Cost not to Exceed $62,000.00.

DISCUSSION:
Arizona entered into a state-local framework in 2020 so that funds received from recent national opioid litigation settlements from various pharmaceutical manufacturers, distributors, marketing companies, and pharmacies would flow to both the state and local governments. Under this agreement, 56% of the settlement funds go to counties, cities and towns. 44% is set aside for the State of Arizona. The City of Eloy adopted the agreement during the November 23, 2020, City Council meeting.

The Pinal County Public Health Department is the lead coordinating agency for Pinal County's allocation of the settlement funds.
The One Arizona Settlement Agreement indicates 3.83% of the total allotment for Arizona is for Pinal County and its cities and towns. The agreement further indicates the City of Eloy is allotted 34.98% of the total for Pinal County.

The City of Eloy submitted a request to the Pinal County Health Department Opioid Settlement Coordinator on February 10, 2026. The request was for $61,648.11 for the purchase of thirty-five (35) Cardiac Science Power-heard G5 fully automated, dual language Automated External Defibrillators (AEDs) utilizing the One Arizona Opioid Settlement funds outlined above. If approved, these AEDs would be issued to Eloy Police Officers. As per the funding guidelines, the justification for this purchase is the

fact that these guidelines require evidence-based methods to treat, prevent, or reduce opioid overdose deaths. Opioid overdoses induce respiratory depression, which can cause patients to go into respiratory arrest and cardiac arrest. These both require resuscitative measures and rapid defibrillation to increase the chances of surviving such an event. The purchase and use of AEDs by officers in such situations provides an additional and proven life-saving measure in opioid overdose situations.

Purchasing these AEDs aligns with the Opioid Abatement Strategies guideline, Part Three, section I1:
FIRST RESPONDERS, in addition to items C8, D1 through D7, H1, H3, and H8 support the following:

1. Current and future law enforcement expenditures related to the opioid epidemic.

On February 12, 2026, the City of Eloy was notified by the Pinal County Health Department that the City's request was approved. The funds in the amount of $61,648.11 have been transferred to the City of Eloy.

The Police Department has identified a vendor, Coro Medical LLC, operating under Zoll Medical Corporation under Sourcewell contract # 041823-ZLL. Sourcewell is a cooperative purchasing program that provides the same status and benefit of an Arizona State Contract.

FISCAL IMPACT:
The project is entirely funded through the One Arizona Opioid Settlement Agreement funds identified for the City of Eloy. The necessary funds, totaling $61,648.11 has been transferred to the City of Eloy. There are no additional funding impacts on the City of Eloy.

Approved as to Form:

Stephen R. Cooper, City Attorney

Sales Quote QUO123046

Coro Medical LLC

1001 Flagpole Ct
Brentwood, TN 37027
USA

Document Date
October 20, 2025

Quote Expiration Date
April 30, 2026

Bill-To Address
Eloy Police Department
Byron Gwaltney
630 N Main Street
Eloy, AZ 85131
USA

Ship-to Address
Eloy Police Department
Byron Gwaltney
630 N Main Street
Eloy, AZ 85131
USA

Salesperson
Blake Barclay

Payment Terms
Net 30 days

No.	Description	Quantity	Unit	Unit Price	Line Amount
G5A-80C-S	Cardiac Science Powerheart G5 Fully Auto Dual Language	35	Each	1,595.00	55,825.00
	Includes:				
	6 Yr AED Warranty (8 Yr with Product Registration)				
	ICPR Feedback Pad				
	Intellisense Battery Pack with 4-Year Guarantee				
	USB Data Cable				
	User Guide, Steps to Rescue				
XCAAED008A	Cardiac Science Powerheart® G5 Standard Carry Sleeve	35	Each	0.00	0.00

8911-003000-01	ZOLL Mobilize Rescue Systems, COMPACT. Includes SOF-T Tourniquet, QuikClot Dressing, Hyfin Chest Sea	35	Each	0.00	0.00
190-5020-001	Cardiac Science Powerheart G5 AED Trainer	1	Each	372.00	372.00
SHIPPING FEE (SALES)	Free Shipping	1	Each	0.00	0.00

Sourcewell Contract # 041823-ZLL

Subtotal	56,197.00
Total Tax	5,451.11
Total $	**61,648.11**

Amount Subject to Sales Tax	56,197.00
Amount Exempt from Sales Tax	0.00

Click to Pay

CITY OF ELOY
ARIZONA

January 8, 2026

Director Merissa Mendoza
Pinal County Health Department
971 N. Jason Lopez Circle, Bldg. D
Florence, AZ 85132

RE: Opioid Settlement Fund Request

Director Mendoza,

The Eloy Police Department respectfully requests funding through the Opioid Settlement Agreement to purchase Automated External Defibrillators (AEDs) for deployment within the Department. Equipping our officers with AEDs will significantly enhance the likelihood of survival for individuals experiencing opioid-related medical emergencies.
Opioid overdoses frequently cause respiratory depression leading to respiratory and cardiac arrest—conditions that demand immediate resuscitative action and, when indicated, rapid defibrillation. While Eloy Police Officers are trained in Cardiopulmonary Resuscitation (CPR) and equipped with Naloxone, these measures alone may not address the full spectrum of life-threatening conditions encountered during overdose incidents. Early defibrillation is an evidence-based, lifesaving intervention recognized as an essential component in preventing deaths associated with opioid overdoses.

This request aligns with the Opioid Abatement Strategies, **Part Three – Section I (First Responders)**, which supports:
"Current and future law enforcement expenditures relating to the opioid epidemic."

After reviewing multiple vendors and available equipment, the Eloy Police Department has identified an AED model that meets both operational and medical standards for law enforcement use. Accordingly, we are requesting the disbursement of **$61,648.11** from Opioid Settlement Agreement funds allocated to the City of Eloy to support this initiative.

Additional Supporting Facts for this Request

A review of the *American Heart Association's Scientific Statement on Opioid-Associated Out-of-Hospital Cardiac Arrest* provides strong evidence supporting early defibrillation as a key element in opioid-related resuscitation efforts. The statement emphasizes that differentiating between cardiac and respiratory arrest, initiating chest compressions and ventilations, and utilizing an Automated External Defibrillator (AED) are critical actions in improving survival outcomes. Figure 6 ("Opioid-Associated Emergency for Health Care Providers Algorithm") of the report specifically lists AEDs as essential equipment for managing unresponsive patients during opioid-related emergencies. [1]

The Eloy Police Department serves a population of approximately 18,000 which includes Eloy's resident prison population of approximately 6,800 inmates in four separate facilities. Year to date in 2025, there have been 22 non-fatal opioid overdose cases in the City of Eloy[2]. The population of Eloy accounts for approximately 3.9% of the Pinal County Population, however reports 8% of the non-fatal opioid overdoses.

The Eloy Police Department is committed to protecting the lives of community members and visitors through evidence-based interventions. We appreciate your consideration of this request and the opportunity to strengthen local response capabilities to opioid-related emergencies.

We understand that all expenditures must comply with the One Arizona Agreement and may be subject to review or audit by the State of Arizona.

If additional information is needed, please contact Chief Sergio Banales, Chief of Police at (520) 466-3322 or sbanales@eloyaz.gov

Respectfully,

Mackenzie Letcher
Interim City Manager
City of Eloy
mletcher@EloyAZ.gov
Phone: (520) 466-9201

[1] Highlights of the 2020 American Heart Association's Guidelines for CPR and ECC
[2] ADHS - Dashboards - Verified Reported Overdoses by Primary Care Area

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041823-ZLL

Sourcewell

Solicitation Number: 041823

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **ZOLL Medical Corporation**, 269 Mill Road, Chelmsford, MA 01824 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Critical Care and EMS Equipment** from which Supplier was awarded a contract.

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

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship according to Supplier's Limited Product Warranty attached hereto in Attachment A. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with Supplier's documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged and shall be delivered to Participating Entities FOB destination. If upon inspection goods are found to be non-conforming, Supplier shall correct the non-conformity promptly. Supplier will, in its sole discretion, repair or replace at Participating Entity's request. If the non-conformity is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within ten (10) days at no cost to Sourcewell or its Participating Entities, after which point if no claim has been made, the shipment is deemed to be complete. Participating Entities reserve the right to inspect the Equipment and Products within ten (10) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products. The delivery dates provided upon order confirmation and are approximate only and Supplier shall not be liable for or shall the Contract be breached by any delivery by Supplier within a reasonable time after such dates.

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Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition as set forth in Article 3.A.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. The pricing quoted does not include sales, use, excise, or other similar taxes. The Participating Entity shall pay in addition to the prices quoted, the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Products or Equipment sold hereunder (except any tax based on the net income of Supplier). In lieu thereof the Participating Entity may provide Supplier with a tax exemption certificate acceptable to the taxing authorities.

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

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

D. RETURNS AND CANCELLATION. (a) The Participating Entity shall obtain authorization from Supplier prior to returning any of the Products or Equipment. (b) If the Participating Entity receives authorization from Supplier to return a Product or Equipment for credit; then the Participating Entity shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any change in delivery caused by the Participating Entity that causes a delivery date greater than six (6) months from the Participating Entity's original order date shall constitute a new order for the affected Products or Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by Supplier and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which Supplier specifically authorized in writing for return. Products or Equipment returned without Supplier's prior written authorization shall be refused. Products or Equipment authorized for return and returned withing thirty (30) calendar days must be unopened, undamaged and properly packaged by the Participating Entity to prevent damage during shipping. Supplier will not issue a return credit for products that are damaged during shipment. The Participating Entity is responsible for any return freight charges, unless due to a delivery nonconformity.

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4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

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6. PARTICIPATING ENTITY USE AND PURCHASING

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

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Payment by the Participating Entity is due NET thirty (30) days from invoice date. Supplier reserves the right at any time to change or rescind payment terms based on assessment of a Participating Entity's financial condition or prior payment record. All shipments and deliveries shall at all times be subject to the approval of credit by Supplier. Supplier may at any time decline to may any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to Supplier.

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

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

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

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

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7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee of 1.5% of net sales to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent directly caused by any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. The Supplier indemnity obligations are conditions on Sourcewell or the Participating Entities to: (a) provide Supplier with prompt notice of any such claim, and (b) cooperate with Supplier in the defense of any such claim, and (c) provide Supplier solecontrol of the defense, negotiation and settlement of and such claim. Supplier shall not accept such settlement unless Sourcewell or the affected Participating Entity has approved, in writing, any settlement that requires an admission or liability on Sourcewell or the Participating Entity. Participating Entity may participate in the defense of any claim at its own expense. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUPPLIER'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY PRODUCTS, EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SUPPLIER, OR OTHERWISE.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any

sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including, but not limited to, epidemics, pandemics, or by shortages of power or materials). A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

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

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

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

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

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

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations, which may be written on a claims-made form
$2,000,000 general aggregate

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

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

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

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

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities that access this Contract, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, with respect to this Contract. Supplier agrees to include Sourcewell and Participating Entities that access this Contract as an additional insured under products and completed operations with respect to claims brought against Sourcewell and the Participating Entities that access this Contract caused by a defect in the Supplier's product or the negligence of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. It is agreed that primary and non-contributing language will not apply to any claim based on the sole negligence of Sourcewell or any Participating Entity accessing this Contract.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any

Participating Entity. Supplier certifies that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further certifies that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of

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mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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

Sourcewell	ZOLL Medical Corporation
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Neil Johnston 73F27B738B0A445...
By: _____	By: _____
Jeremy Schwartz	Neil Johnston
Title: Chief Procurement Officer	Title: Vice President Worldwide Sales
Date: 10/25/2023 | 5:10 PM CDT	Date: 10/26/2023 | 8:48 AM CDT

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Approved:

By: DocuSigned by: Chad Coauette 48BAF71B0894454...

Chad Coauette

Title: Executive Director/CEO

Date: 10/26/2023 | 4:58 PM CDT

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ATTACHMENT A

ZOLL Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with
applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

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ExpertCare™ Limited Warranty Matrix

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
MONITORS/ DEFIBRILLATORS	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
X Series®	1 year	1 year	5 years	1 year	5 years	5 years	5 years	N/A
R Series®	1 year	3 years	5 years	3 years	5 years	5 years	5 years	N/A
Propaq® M	1 year	1 year	5 years	1 year	5 years	5 years	N/A	N/A
Propaq® MD	5 years	5 years	5 years	5 years	5 years	5 years	N/A	N/A
VENTILATORS								
Z Vent®	1 year	1 year	1 year	1 year	N/A	N/A	1 year	N/A
EMV+®	1 year	1 year	1 year	1 year	5 years	5 years	1 year	N/A
330 Multifunction Aspirator	1 year	1 year	N/A	N/A	5 years	5 years	N/A	N/A
MECHANICAL CPR								
AutoPulse®	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
ResQPUMP®	1 year	1 year	N/A	N/A	1 year	1 year	N/A	N/A

PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
AEDS	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
AED Plus®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
AED Pro®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
ZOLL AED 3®	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Powerheart® G3 Pro	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Plus	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Elite	N/A	5 years	N/A	5 years	N/A	5 years	N/A	5 years
Powerheart® G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A
ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of (not applicable in Japan) warranty.								

PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
TEMPERATURE MANAGEMENT	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
Thermogard XP®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
SUPERSATURATED OXYGEN THERAPY	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
TherOx®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A

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GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

BATTERIES			
MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series®	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01	Non-Rechargeable Lithium Battery Pack	90 days
	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
	* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)		

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GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

CHARGERS		
Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8911-000290-01	Mobilize™ Refill, Item PC, Tablet Charger	90 days

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES

ACCESSORIES			
Product	Part Number	Description	Warranty
X Series® R Series® Propaq®		SPO2 Cables and Sensors	9 months
X Series®	8000-001392	Masimo Rainbow® EMS RC-4 Patient Cable	2 years
R Series®	8000-0312 8000-0367	Mainstream - CAPNO 5 CO2 Sensor and Cable Sidestream - CAPNO 5 LoFlo CO2 Module	limited lifetime warranty* *Original purchaser only
Thermogard XP® Catheters Start Up kits Guidewires	6 months		
TherOx® SSO_2 Catheters and Cartridges	Warranty is valid through the shelf life date stated on the packaging.		
Electrodes	90 days		
Other Cables	90 days		

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RFP 041823 - Critical Care and EMS Equipment

Vendor Details

Company Name:	ZOLL Medical Corporation
Address:	269 Mill Road Chelmsford, Massachusetts 01824
Contact:	Contracts Department
Email:	bids@zoll.com
Phone:	978-421-9655
HST#:	

Submission Details

Created On:	Friday March 03, 2023 08:04:38
Submitted On:	Tuesday April 18, 2023 12:27:39
Submitted By:	Contracts Department
Email:	bids@zoll.com
Transaction #:	d96ae371-c6cb-46cf-a52b-4ec2f439df11
Submitter's IP Address:	67.218.11.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ZOLL Medical Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ZOLL does not have any subsidiary entities. ZOLL is a subsidiary entity of Asahi Kasei Corporation.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ZOLL Medical Corporation ZOLL Medical Canada Inc.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0UJ27 / UEI: YNFJYW1DZ9T3	*
5	Proposer Physical Address:	269 Mill Road, Chelmsford, MA 01824	*
6	Proposer website address (or addresses):	https://www.zoll.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Neil Johnston, Vice President Worldwide Sales, 269 Mill Road, Chelmsford, MA 01824, NJohnston@zoll.com, 978-421-9256	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stacy Freeman, Senior Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, stacy.freeman@zoll.com, 351-500-3500	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Caitlin Baillargeon, Bid and Proposal Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, caitlin.baillargeon@zoll.com, 351 500-3581	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Today, ZOLL's product portfolio and customer base have greatly expanded. Hospitals, emergency medical services (EMS), and lay rescuers across the globe use ZOLL professional and automated external defibrillators every day to treat sudden cardiac arrest and improve outcomes. Our comprehensive product portfolio also includes the world's only wearable defibrillator; a revolutionary automated CPR system; rapid, highly efficient intravascular and surface temperature management systems for patients who require therapeutic cooling or warming; and intrathoracic pressure regulation (IPR) therapy, which creates a vacuum inside the chest cavity that enhances circulation, increases blood pressure, and lowers intracranial pressure. In 2015 our ResQCPR™ System became the first and only CPR device with an FDA-approved indication to "increase the likelihood of survival in adults who have experienced non-traumatic cardiac arrest." Cardiac arrest victims treated with the ResQCPR System were 49% more likely to be alive one year after the event than patients treated with conventional manual CPR. We also offer a family of portable ventilators for environments ranging from the emergency department to military operations, and every care environment in between. At ZOLL we also feel strongly that we need to address data management and analysis. One of ZOLL's core principles is that if you can't measure something, you can't improve it. Our data offerings are unmatched. When the call first comes in, EMS systems use RescueNet® Navigator to get the crew to the scene as quickly as possible. After the crisis has passed, RescueNet Code Review enables a code team to see events as they occurred, providing the ECG, the vital signs, and the depth and rate of compressions for a post-event analysis. In all, we are focused on key areas that we believe make a real difference to our customers and their patients: investing in people and research, delivering innovative products, and helping our customers save lives that might otherwise be lost. Investments in research and development in our quest to continue delivering products that set new standards of care are above average for the industry and our spending in clinical research is unequalled. Our ongoing commitment is to being a consistent, stable, and reliable partner whom our customers can count on to achieve meaningful business and clinical advances. ZOLL's commitment to our customers is paramount in everything we do. We recognize the unique challenges faced by each of the markets ZOLL serves and work with our customers to address their needs. Through ongoing research and development, intelligent engineering, and strategic acquisitions, we have pursued this goal for more than three decades by offering best in class, technically advanced products and by adding new capabilities.	*
11	What are your company's expectations in the event of an award?	If awarded this opportunity, ZOLL Medical Corporation stands ready to serve the needs of Sourcewell US and Canadian members, and we look forward to the possibility of a long and mutually rewarding partnership. ZOLL is focused on improving patient outcomes with "cutting-edge" resuscitation and acute critical care technology. Our family of products offers the most integrated system of clinical solutions for Critical Care and EMS services as well as complementary products and services to provide data integration and management. We understand the unique needs of first responders and for four decades have been committed to developing "leading-edge" resuscitation products with those needs in mind. If awarded this opportunity, it is our expectation to keep up with the level of services provided for Sourcewell and its members.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	ZOLL has consistently increased its revenue profits annually, as we are one of the top suppliers of this commodity. Based on our detailed consolidated financial statements from our parent company Asahi Kasei Corporation we have shown financial growth by year which can be seen in our attached financial reports from our parent company Asahi Kasei.	*
13	What is your US market share for the solutions that you are proposing?	ALS Monitor/Defibrillators = ~50% Vents and mechanical CPR = ~33%	*
14	What is your Canadian market share for the solutions that you are proposing?	ALS Monitor/Defibrillators = ~70% Vents and mechanical CPR = ~33%	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	ZOLL Medical Corporation has never petitioned for a bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives. ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel. ZOLL maintains manufacturing facilities in Chelmsford, MA; Deerfield, WI; San Jose, CA; Pawtucket, RI; and… where all of our lifesaving equipment is manufactured, tested, supported, and distributed from. ZOLL also provides AED Program Compliance/Management SaaS services through Rescue Ready Services, the support team is based out of Chelmsford, MA and will support any of our public safety customers using one of the Rescue Ready Services programs (PlusTrac, PlusCare, or PlusLearning). Every day, you rely on your equipment to help you make sound treatment decisions and save lives. The consequences are high when your equipment doesn't work. Let ZOLL® support efforts with our Expert Care™ Service. Our preventive maintenance and service provides peace of mind, ensuring that your equipment is in proper working order every time you need it.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	ZOLL is an FDA registered Medical Device Company with product that falls into all classifications. Our Class III products have PMA approval, as well as 510(k) approval for Class II products. We are an ISO 13485 registered and certified organization enrolled in the FDA initiative "Case for Quality" program through CMMI Institute. We are certified as an MDSAP organization for US, Canada, Australia, Japan, and Brazil audited yearly to maintain a certified standing. Our products comply to the latest industry guidelines and standards as published in our Operators Guide. Our Quality Management Systems holds our Suppliers to the highest standards for Quality, Reliability, and Compliance.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	ZOLL has not received any suspension or disbarment to our organization during the past 10 years. ZOLL has been committed to abiding by rules and regulations to remain in compliance with all applicable laws.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• October 2021 – ZOLL Medical Announces its XSeries® Advanced monitor/defibrillator was recognized by EMS World with its annual Innovation Award. https://www.hmpgloballearningnetwork.com/site/emsworld/original-contribution/2021-ems-world-innovation-award-winners • January, 2021 - ZOLL® Medical announced that its ZOLL AED 3® and ZOLL AED 3 BLS automated external defibrillators (AEDs) were recognized by the World of Safety & Health Asia (WSHAsia) in its inaugural New & Innovative Solutions Awards program. As the only products to receive a five-star rating, the ZOLL defibrillators were recognized for their unrivaled smart technology and the industry's shortest interval between compressions and shock delivery. • April 2019 - ZOLL's Medical Corporation, a manufacturer of resuscitation devices and related software solutions, announced that it has received the Omega NorthFace ScoreBoard AwardSM for a seventh consecutive year. The award is presented annually by the Omega Management Group Corp. to organizations that, as rated by their own customers, demonstrate excellence in customer service and support. • November, 2020 – Mobilize™ Comprehensive Trauma Kit wins Occupational Health & Safety New Product Award for Emergency Response https://nationalsafetyinc.com/zoll-8911-001000-01-mobilize-comprehensivetraumakit.html ZOLL AED 3 AND COMPREHENSIVE RESCUE SYSTEM HONORED FOR ABILITY TO IMPROVE WORKPLACE SAFETY Two ZOLL Products Named 2020 New Products of the Year by Occupational Health & Safety Magazine https://www.zoll.com/news-releases/2020/11/10/zoll-aed-3-and-comprehensive-rescue-system-honored-for-ability-to-improve-workplace-safety • May 2018 Mobilize Rescue Systems announces that the company has been honored with the Bronze Edison Award for Medical Innovation at the Edison Awards. https://edisonawards.com/past-winners/	*
20	What percentage of your sales are to the governmental sector in the past three years	The percentage of sales to the governmental sector in the past three years is: 2020 - 8% to 10% 2021 - 8% to 10% 2022 - 8% to 10%	*
21	What percentage of your sales are to the education sector in the past three years	Since ZOLL sells AEDs into the public safety sector through a network of approved distribution partners we do not have an exact estimate of how many AEDs our distribution partners supply into the educational sections. Conservative estimates are approximately 20% of total AED sales.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CMAS 2020 - $4.4M 2021 - $5.7M 2022 - $6.5M NASPO 2020 - $27.5M 2021 - $32.8M 2022 - $14.9M STATE OF OHIO 2020 - $2.8M 2021 - $2.1M 2022 - $1.4M	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	FSS: V797D-40135 FY20:$11,496,518.00 FY21:$4,792,229.00 FY22: $3,994,997.00	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Georgia State Patrol	Col Chris Wright	404-624-7477	*
City of Chicago Public Schools	Department of Leadership	773-553-1000	*
Miami-Dade Police Department	Main Office	305-476-5423	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Fire Department California	Government	California - CA	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	$5 Million	*
Paramedic Services DivisionCounty EMS Agency	Government	ON - Ontario	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	$5 Millon	*
County EMS Agency	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	$4 Million	*
Miami Dade Police	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	$4-5 Million	*
Florida State Highway Patrol	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	$4-5 Million	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
26	Sales force.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives. ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel.	*
27	Dealer network or other distribution methods.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives.	*

28	Service force.	Technical Service and Support ZOLL® Technical Support and Service Department is dedicated to providing world-class technical support around the globe. Our award-winning technical support team takes pride in delivering high-quality service to our customers. Our staff of highly skilled, trained professionals has extensive experience in technical and clinical applications, electronics, and process quality control. North America Technical Support Monday through Friday | 8:30 a.m. to 6:00 p.m. EST U.S.: 800-348-9011 (press 1 for technical support) Canada: 866-442-1011 Visit zoll.com/ExpertCareSupport to submit an inquiry, report an issue, or place a service part order. Emergency Technical Support Emergency Technical Support is available outside of normal business hours 365 days a year, by calling 800 348-9011 or 978 421-9655 to speak to an on-call technician. Product Related Issues We are pleased to provide technical assistance through our Technical Support Department, should you have questions about your ZOLL device and/or require service/repairs. Monday through Friday | 8:30 a.m. to 6:00 p.m. EST 800-348-9011 (press 1 for technical support) | zoll.com/ExpertCareSupport Repairs Repairs The ZOLL Service Depot performs repairs and preventive maintenance for all ZOLL devices. Our service technicians are highly skilled and trained in accordance with our technical service standard operating procedures. Extensive training is required for all technicians prior to evaluating and repairing any device. All devices serviced in our Service Depot undergo a rigorous and systematic recertification process prior to their return. Upgrades Software upgrades will be provided at no charge if the software upgrade is required to repair a deficiency in the existing software. Hardware upgrades will be provided at no cost if the hardware is required to perform the software upgrade necessary to repair a deficiency in the existing software. Outside the U.S.: Contact your local ZOLL office or authorized distributor. Within the U.S.*: Contact the upgrade specialist. 800-348-9011 | serviceupgrades@zoll.com *Service loaners will be available for use during the upgrade process. Non-Technical Customer Support – Customer Service ZOLL® knows the importance of providing quality and timely services to customers. ZOLL is staffed with knowledgeable, extensively trained customer service representatives who know what it takes to make our customers feel valued and important. Our quality processes in order management and call handling have made us a leader in implementing customer satisfaction and retention programs. Contact Customer Service for Non-Technical Questions Customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail: Monday - Friday 8:30 a.m. to 6:00 p.m. EST 978 421-9440 Direct 800 348-9011 Toll-free (US) 866-442-1011 Toll-free (Canada)	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	ZOLL's ordering process is as follows: Direct Sales: ZOLL offers many methods of ordering to make the process as convenient as possible for our customers. Purchase Orders can be submitted to the following: o PHONE: 800-348-9011 (M-F 8:30am-7:00pm EST) consumables only o FAX: 978-421-0015 o ONLINE: ZOLL WebStore @ https://www.zollwebstore.com/ consumables only o EMAIL: esales@zoll.com All orders will be processed within 24 hours of being received, and a confirmation will be sent via email to the email address listed on the Purchase Order. Distribution Sales: ZOLL will authorize approved business partners the ability to use the Sourcewell contract. These approved distribution partners will then work with applicable customers to sell products and or services using the ZOLL Sourcewell contract pricing though their normal proposal/quoting/ordering process. Following the delivery of Sourcewell contract related items ZOLL business partners will be required to provide tracing information to ZOLL which will allow ZOLL to properly track all customer orders based off Sourcewell contract	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ZOLL's provides exceptional customer service to our customers. Our customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail. We accept phone orders for consumables and accessories only. In the US, we accept Purchase orders via fax, email, EDI and accessories via online webstore. All orders will be processed within one business day upon receipt.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	ZOLL is willing and able to provide products and services across all 50 states in the United States that are either FDA PMA, 510K, or are approved for sale/distribution within the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	ZOLL is willing and able to provide products and services across Canada for devices and accessories that have Health Canada approval or that are approved for sale/distribution within Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	ZOLL is able to provide its products to all of the US and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	ZOLL is able to provide its products to all participating Sourcewell members.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	ZOLL Medical Corporation will consider the restrictions of the State laws in Hawaii, Alaska and US territories. Therefore, our ability to provide and sell our products is based on their restrictions, but there must be a mutual agreement.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ZOLL Medical's Sourcewell Marketing plan will include working with Sourcewell to encourage member participation. ZOLL will market the Sourcewell program to our Sales and contract teams, as well as our distribution partners. We will create a Sourcewell page for our distribution portal to facilitate seller access to relevant information and processes. We will leverage Sourcewell flyers and other materials and resources to market to our distributors, manufacturers' reps, and end user customers. Our Marketing plan includes the addition of a Sourcewell page on our website to provide contract information and promote the value of the cooperative. We will create tabletop materials and flyers for tradeshows. Finally, our internal sales enablement team will embark on a lead generation campaign to schedule meetings with our sales team and distribution partners. As appropriate, we will amplify the Sourcewell contract opportunity through social media.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ZOLL Medical's marketing efforts leverage technology and digital data across a variety of platforms to promote critical care, sudden cardiac arrest awareness and response, EMS topics and trauma response. ZOLL utilizes paid search, display advertising, social media, email campaigns and Search Engine Optimization (SEO) to create leads and drive traffic to our website. In addition, our Marketing tools include salesforce.com, internal digital asset management platforms and marketing automation software. Sourcewell members will have access to ZOLL.com, where they can learn about our products and services. The Technical Service and Customer Support pages on ZOLL.com enable Sourcewell members to click on an email link or phone number to get help directly from the website. In the event of an award, ZOLL will: o Create email outreach campaigns for known Sourcewell members to drive contract awareness. o Maintain and update ZOLL.com to ensure timely and current information, including product manuals. o Notify Sourcewell members of relevant ZOLL-hosted webinars and events.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ZOLL's Sales and Marketing teams are driven by the concept of extreme collaboration, which extends to our business partners, to include Sourcewell in the event of an award. We look forward to partnering in a strong relationship with Sourcewell. As we see it, Sourcewell's role in promoting contract arising from this current RFP may include: • Email and other promotional campaigns to members. • Advertising and Marketing materials noting the ZOLL Medical award. • Digital presence and backlinks between the Sourcewell and ZOLL websites. • Mutual support at events at which ZOLL and Sourcewell both exhibit. Integration of the Sourcewell contract into ZOLL Medical's sales process: ZOLL Sales leadership will create a strategic plan to promote awareness of the Sourcewell contract across all Sales disciplines. This includes background and documented process for working with Sourcewell and its members, and a saleforce.com-based reporting structure to monitor activity and KPIs (key performance indicators). ZOLL's sales team stands ready, willing and able to implement this strategic plan when put in place. ZOLL Sales is committed to supporting Sourcewell members in the sales process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Existing customers have the option to email purchase orders to esales@zoll.com. From there, our customer service team will process the order accordingly.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	ALS Direct Products: Change is constant. It's a sign of moving forward. But change brings logistical challenges. The ZOLL XChange™ program was created to ease your adoption of new technologies. A team of experienced EMS professionals, IT specialists, and certified project managers provide industry-exclusive transition services that ensure a smooth conversion to the ZOLL devices for your crews. Product Through Distribution: ZOLL and our distribution partners offer a variety of services and options to support the in-service and setup of our equipment. For AEDs and Mobilize Trauma kits support is offered in various ways depending on how the customer acquires the device. ZOLL offers comprehensive web-based training videos and tools, and in most cases between our manufacturer representatives and our distribution partners will offer onsite in-service/basic training. For ZOLL Rescue Ready Services our customer support team will contact applicable customers to help with their in-service and training on the platform. Once the customer is using PlusTrac ZOLL offers customer support via web-chat, email, and direct phone access. The support team will troubleshoot customer challenges and help address them.	*
41	Describe any technological advances that your proposed products or services offer.	ZOLL Medical internal teams innovate cutting edge technologies to improve outcomes during life-threatening emergencies. ZOLL is dedicated to leveraging emerging technology, as well as adapting proven technologies to optimize device performance. Mobilize™ trauma kits Mobilize™ trauma kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way. Rescue Ready Services Powered by cloud based PlusTrac software, this suite of offerings provides sophisticated AED program management, as well as PlusCare on-site service and PlusLearning training programs. PlusTrac includes CheckAED app for remote AED inspection logging using mobile phones. ZOLL AEDs All of ZOLL's AED devices feature Real-Time CPR Feedback. Unique among AEDs currently on the market, ZOLL defibrillators provide integrated proprietary real-time feedback technology to help the rescuer achieve life-saving CPR compression rate and depth, as suggested by American Heart Association Guidelines. Research (Bobrow B, et al. Annals of Emergency Medicine. July 2013:62(1):47-56.31) has found that ZOLL defibrillators, combined with training, more than doubled the chance of survival from sudden cardiac arrest.	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	ZOLL Medical Corporation, through our parent company (Asahi Kasei Corporation), promotes the reduction of environmental impacts and the efficient utilization of resources and energy throughout the entire life cycle in its business activities in order to contribute to a circular economy. Specifically, it will promote the 3Rs of reduction, reuse, and recycling, and increase usage of resources and energy with lower environmental impacts and renewable resources and energy. Our parent company, Asahi Kasei Corporation, has a firm stance on environmental sustainability. In our efforts to meet our targets, we have many environmental policies and initiatives such as Global Environmental Policy, Group Code of Conduct, and targets for GHG Reduction and Carbon Neutrality. Asahi Kasei also has sustainable practices such as recycling, reusing, and reducing resources, promotes biodiversity, preserves water resources, and builds a low carbon society. One of our targets is to have electric vehicle charging stations by April of 2023. Currently, our HVAC units on the roofs are water cooled and chemicals are used to keep bacteria out of the units, so we are replacing HVAC units with air-cooled systems. Therefore, we will be using less water to fill the basins. In addition, ZOLL Medical Corporation utilizes cartons made from 80% post-consumer / 20% virgin materials with inner carton trays made from 100% recycled material for the distribution of goods manufactured by ZOLL. Additionally, ZOLL does reuse cartons designed for the safe transportation of critical items, such as PCBAs. For more information, please see the following link for all sustainability policies and plans. https://www.asahi-kasei.com/sustainability/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Currently ZOLL does not have applicable certifications, labels, or ratings.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ZOLL's plan for Fiscal Year 2023 is to spend 20.0% in WMBE, SBE and veteran owned businesses. Last year, ZOLL spent 19.8% in these businesses. ZOLL presents a plan to the US Veterans Affairs Department every year.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	ZOLL AEDs The Effectiveness of Real-time Feedback o The American Heart Association (AHA), in a 2013 Consensus Statement, highlighted the importance of devices that can measure and provide feedback on CPR quality. All ZOLL AEDs include integrated, real-time feedback. "... monitoring of CPR quality is arguably one of the most significant advances in resuscitation practice in the past 20 years and one that should be incorporated into every resuscitation and every professional rescuer program." * – American Heart Association CPR Quality Consensus Statement AEDs: Designed for Unexpected Heroes™ ZOLL AEDs support rescuers with real-time feedback technology that guides rescuers through high-quality CPR compressions, critical to helping a sudden cardiac arrest (SCA) victim. With over 2 million installed worldwide, ZOLL AEDs are trusted by safety leaders because they are smart, reliable and ready for the rescue. At ZOLL, we are focused on providing intuitive and intelligent AEDs in every public space around the world and to enable bystanders to act quickly, appropriately and with confidence in sudden cardiac arrest emergencies. That is why all of our AEDs are designed to remove the guesswork and support unexpected heroes throughout the rescue. Together with our distributor partners, we are by your side, giving you the potential to help. save lives. o No other AEDs support rescuers with integrated, real-time feedback on compression rate and depth like ZOLL AEDs. Real-time feedback technology guides rescuers on optimal rate and depth of chest compressions through voice, text and visual prompts that help ensure the delivery of high-quality CPR. o Automatic Self-Testing: A series of regular automatic self-tests verify that the internal circuitry, battery and pads are fully functional so you can have confidence it will be ready to use. o Designed for Durability: Designed to withstand harsh environments and temperature extremes, ZOLL AEDs have an ingress protection (IP) rating of IP55, which means they are highly resistant to dust and moisture. o Ready for the Rescue: An AED needs to be ready when you need it. All ZOLL AEDs perform a rigorous series of self-tests and use long-life consumables that minimize the frequency of maintenance: ZOLL AED 3® features WiFi connectivity that can report device readiness automatically to program management. Pads and battery have an industry-leading shelf life of five years. Powerheart® G5 conducts automatic self-tests of critical components and tests battery and pads for both presence and function. ZOLL AED Plus® pads and batteries last five years, thus requiring less frequent maintenance. Mobilize Rescue Systems™: For Those Who Won't Stand By These innovative systems of modern medical supplies paired with an interactive instructional app guides untrained bystanders to help with critical injuries such as severe bleeding, trauma, seizures, choking, hypothermia and more. Mobilize™ trauma and medical response kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way. o Integrated medical supplies and rescue app with real-time instructions. o Manage life-threatening conditions as well as common accidents and injuries. o No training is required - simple diagnostic prompts and step-by-step guidance to provide care. Rescue Ready Services: Life Depends on It Our comprehensive program management solutions ensure that safety equipment and trained responders are ready when needed. From tracking consumables to medical direction and addressing compliance with local regulations, you can count on ZOLL. Automated external defibrillators (AEDs) help save lives. But managing a holistic AED program involves much more than just buying an AED; it takes time and effort from a dedicated program manager. To ensure that each AED is ready to use at a moment's notice, for example, it must have working batteries and pads that are within their expiration dates. All potential responders must also be trained in CPR and AED use. Setting up a program with ZOLL Rescue Ready Services that provides a system of care – from pre-event preparedness, to rescue response and post-event support – will enable your organization and responders to be ready for an unexpected sudden cardiac arrest (SCA) emergency and to help to save lives when every minute counts. ALS Devices: At ZOLL, we're passionate about improving patient outcomes and helping save lives. We provide innovative technologies that make a meaningful difference in people's lives. Our	

medical devices, software, and related services are used worldwide to diagnose and treat patients suffering from serious cardiopulmonary and respiratory conditions.
ZOLL's proprietary Rectilinear Biphasic Defibrillation Waveform is the only one cleared by the FDA to state superiority over monophasic defibrillation waveforms. The Inovise 12 Lead analysis algorithm has the highest sensitivity for STEMI of any 12-lead algorithm used today. *
o STEMI ECG without confounders – 91%
o All STEMI ECG's – 76%

The Inovise algorithm specificity is measured to be in excess of 98% in all categories.

X Series® Advanced utilizes Welch Allyn Sure BP® and Smartcuf® technology.
o Sure BP® assesses during cuff inflation, obtaining readings in as little as 15 seconds.
o Smartcuf® synchronizes the measurement to the patient's R wave, improving motion tolerance, accuracy and reliability.

The X Series® Advanced is the only ALS device approved for use as an AED with both adult and pediatric patients. It features several technologies to assist in the treatment of cardiac arrest in both populations.
o Adult
RapidShock – Analysis algorithm capable of making a shock/no shock decision in as little as 3 seconds.
o Pediatric
Automatic switching of the X Series Advanced to Pediatric mode when OneStep Pediatric CPR electrodes are connected, lowering the defibrillation Joule settings and peak blood pressure inflation target, along with adjusting alarm settings accordingly.
Proprietary AED rhythm analysis algorithm designed specifically for use with pediatric patients.
Pediatric-specific defibrillation energy protocol

ZOLL's patented rectilinear pacing waveform has been clinically proven to gain capture more often and at
lower current levels than competing noninvasive pacing technology.

ZOLL's Real CPR Help is the only technology capable of providing real-time CPR feedback for Adults and Pediatrics down to age 0 in all modes of operation.
o Adult:
ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR coaching to clinicians targeting a depth of 2 to 2.4 inches and a rate of 100 to 120 compressions per minute on adult patients. Providers will receive audible and visual indicators letting them know if compressions are of proper depth and rate, and if they are releasing quickly enough to allow for full ventricular filling. A Perfusion Performance Indicator (PPI) is another indicator of overall chest compression quality. If compressions are paused for more than 3 seconds, an Idle Timer will display to prompt the clinician to resume CPR.
The X Series Advanced also features See-Thru CPR®, unique to ZOLL. See-Thru CPR filters out chest compression artifact so that the adult patient's underlying heart rhythm can be displayed during CPR. By allowing the clinician to visualize the underlying rhythm, this technology minimizes the duration of pauses in compressions, critical to improving patient survival.

o Pediatric
ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR feedback allowing clinicians to target appropriate depth and rate for every age range.

Real BVM Help®
The X Series Advanced includes ZOLL's Real BVM Help Technology which provides real-time feedback and coaching on the quality of manual ventilation. Real BVM Help provides clinicians with real time ventilation feedback on both rate and volume for patients managed with a simple BVM or advanced airway.

TBI Dashboard®
The TBI Dashboard brings together ventilation, oxygenation, and blood pressure in one display to allow constant monitoring of these three vital signs in patients with traumatic brain injury. The TBI Dashboard is unique; it is the only dashboard of its kind that is designed to help providers monitor these vital trends to help treat the patient before hypoxia, hyperventilation, and hypotension can become an issue.

The Autopulse
The AutoPulse mechanical CPR device squeezes the patient's entire chest to improve blood flow to the heart and brain. The only device of its kind, AutoPulse automatically sizes to the patient, and has shown improved outcomes in numerous clinical trials.

The X-Series Advanced and Autopulse interoperability.
X Series® Advanced monitor/defibrillator recognizes the unique, patient customized compressions performed by the AutoPulse® Resuscitation System and informs rescuers that high-quality CPR is being administered.

		The Z Vent® Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use.	

Table 9: Warranty

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

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	ZOLL Medical Corporation does have warranties that covers all products, parts, and labor for one year. ZOLL warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	ZOLL Medical Corporation's warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	ZOLL has service technicians available in nearly all of the states and markets in the continental US. We do not have technicians based in AK or HI – we fly in techs as needed for those markets. Our techs complete minor/simple repairs in the field. Complex repairs are completed at our factory repair depot. Technicians are able to deploy spare devices to ensure uptime. We can fly out technicians anywhere in Canada. However, most repairs will need to come in to the ZOLL Canada office as we're only able to do very minor repairs in the field.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable as ZOLL manufactures our own products.	*

51	What are your proposed exchange and return programs and policies?	Products cannot be returned without approval from ZOLL's Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. ZOLL reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items are not subject to return. Trade-In: ZOLL or competitor's equipment traded in by the customer as an allowance against a purchase of new ZOLL equipment. Re-invoice: An invoice provided to the customer should they decide to keep their trade in equipment or if they do not return the equipment. ZOLL Trade-in Partner: A third party who will receive ZOLL's customer's trade-in equipment directly rather that returning product to ZOLL. Trade Coordinator will make first contact within 45 days of the invoice date. Results are notated on a spreadsheet and will follow up contact date scheduled. Exceptions may be in the case of training/deployment delays, delivery delays or product issues. Trade Coordinator works closely with Sales and Customer to identify when we should expect the trade-in equipment to be returned. Trade Coordinator will make additional collections contact until the equipment is returned or resolution has been completed. Sales representative will get an "Open Trade-In Order report" twice a month showing your outstanding trades. From time to time, we may need your assistance to resolve any outstanding issues.	*
52	Describe any service contract options for the items included in your proposal.	ZOLL will not be providing service contract options for the items included in this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	ZOLL's payment terms are Net 30 days, and our payment methods include: ACH/Wire transfers, Check, and Credit Card	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	ZOLL offers extended payment options. More specifically, Capital and Fair Market Value Leasing.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	ZOLL does not have standard transaction documents as all of our orders are placed electronically.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	ZOLL does accept the P-card.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ZOLL Medical Corporation's pricing model is as follows: Product Category discounts will flow down to specific items within said categories. Additionally, given the breadth of our offerings across ZOLL, we may have specific line item discounts from time to time that don't fit a specific category in order to allow customers to purchase them as a standalone item when beneficial.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	ZOLL is offering a competitive discount between 2%-20% on all products offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	ZOLL will not be offering quantity/volume discounts or rebate programs.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ZOLL's method of facilitating "sourced" products which may be referred to as "open market" items or "nonstandard options" is to provide a quote for each such request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For EMS devices, all implementation, training and inspection are included in the purchase of capital equipment. Most entities who will purchase off the Sourcewell contact will also purchase CPR/AED or First Aid training for employees who require it. Most of these entities will have a contact with a nationally recognized training provider, American Heart Association, American Red Cross, etc, to provide this training. The average cost of an onsite training class is $700-$900 for a class of up to 9 learners.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	For direct sales, Sourcewell members will receive free freight on all orders placed directly with ZOLL. For orders made through distribution, all orders made through distribution will receive free freight when being dropped to the end user.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ZOLL is providing to Sourcewell members free freight and FOB shipping point terms.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ZOLL will work with the customer to identify the best distribution/delivery method for the Sourcewell member. This support could vary from delayed shipments (to meet in-service/deployment schedules) to arranging delivery with a freight consolidator. ZOLL will typically ship all order via UPS or FedEx depending on the package contents and shipping requirements/regulations.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ZOLL is offering a fair and reasonable price to Sourcewell as we have done for other GPO's, cooperative procurement organizations, and state purchasing departments.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	ZOLL's self-audit process consists of maintaining a set and updated price list, cross reference participating member purchase orders to the Sourcewell to ensure customer accounts are properly coded. This will ensure that the correct pricing is provided for each Sourcewell order. ZOLL has the capability to run detailed quarterly sales reports to ensure the administrative fees are accurately calculated and paid.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Success for ZOLL will be a measure of contract utilization. ZOLL can run detailed sales reports to measure contract adoption and utilization in comparison with other similar types of agreements. ZOLL would also measure the total sales generated and new customers gained due to the contract. We also be implementing quarterly calls to measure our progress and implement strategies to increase our success with the contract as we move forward.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ZOLL would like to offer Sourcewell a 1.5% administrative fee in the event that we are awarded a contract.	*

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

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	ZOLL AED 3 The ZOLL AED 3® defibrillator guides rescuers through the process of performing high-quality CPR and can deliver a potentially lifesaving shock to the heart when needed. With a ZOLL AED 3 and quick action, tragedy could be averted. ZOLL's proprietary Real CPR Help® technology helps guide rescuers in performing high-quality CPR in accordance with the most recent guidelines for depth and rate of compression. The innovative, intuitive design and enhanced features of the ZOLL AED 3 will give unexpected heroes both the confidence and knowledge needed to treat sudden cardiac arrest (SCA). Powerheart G5 with iCPR Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (ICPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act. ZOLL AED Plus The ZOLL® AED Plus® defibrillator with Real CPR Help technology helps bystanders act quickly and confidently in an SCA emergency. It provides real-time audio and visual feedback to ensure the best possible CPR is achieved and, if necessary, will deliver a defibrillating shock to the victim. As a pioneer in resuscitation technology, ZOLL® has been empowering first responders and unexpected heroes for 25 years. When a life is suddenly in your hands, a ZOLL® AED is what you want to be holding. Mobilize™ Trauma Kits Unique among trauma kits, mobilize kits include an app to provide just-in-time instruction to help lay responders save lives while EMS is en route. Comprehensive and Mobile kits include a tablet to deliver instructions at point of treatment. The mobile app is also available to all Mobilize customers for use on any Apple or Android smartphone. The app includes a treatment summary to document and inform arriving EMS of actions taken, including a time stamp of treatment progress steps. Rescue Ready Services Lifesaving rescue equipment must be ready the moment it's needed. That means	

		ensuring your AED is in working order, your trauma kit is fully stocked, your employees are trained to respond, and your organization is compliant with state regulations. With ZOLL Rescue Ready® Services, you're immediately alerted when your rescue equipment or any other aspect of your program requires attention. Tap into our comprehensive offering of software, services, and training to ensure you're ready to help save lives. PlusTrac Program Management Your AED needs to be ready the day you need it, not just the day you buy it. PlusTrac™ AED program management software helps you track and manage consumable items such as pads and batteries, monitors the certification expiration dates of volunteer responders, and keeps track of your compliance with local AED regulations. PlusCare™ Service Our national network of experienced, certified service providers offers: • On-site service and maintenance • Annual inspections • Device troubleshooting • Replacement of expired batteries and electrodes* • Post-event services *Available with PlusCare Advanced package only PlusLearning™ Training Flexible AED, CPR, and first aid classes are offered in small-group settings. • Instructors are nationally accredited professionals. • Classes are offered on-site at your location. • Blended (on-site and online) training experiences meet your staff and volunteer needs. • Wide range of classes from CPR/AED/first aid certification to bloodborne pathogens training. X-Series® Advanced Monitor/Defibrillator For years, ZOLL® devices have provided real-time clinical feedback on CPR to help rescuers deliver high-quality compressions to patients in cardiac arrest. The X Series® Advanced monitor/defibrillator goes beyond cardiac arrest, providing real-time clinical feedback for patients in respiratory distress and patients with a traumatic brain injury. AutoPulse® Mechanical CPR Device The AutoPulse® Resuscitation System is an automated CPR device that delivers high-quality CPR. Designed for Resuscitation on the Move™, it provides high-quality CPR at any angle, allowing rescuers to provide CPR without interruption from the scene all the way to the hospital. Z Vent® Portable Ventilator Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use. ResqPOD® Impendence Threshold Device The ResQPOD® impedance threshold device (ITD) is a simple, non-invasive device that delivers intrathoracic pressure regulation (IPR) therapy during basic or advanced life support to improve perfusion. The ResQPOD ITD 10 may be used with either a facemask or advanced airway (e.g., endotracheal tube) during ventilation to improve circulation.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	AEDs – Automated External Defibrillators Trauma Kits – Technology-driven trauma kits with just-in-time instructional app Defibrillators Mechanical CPR Portable Ventilator AED Program Management Software and Services Service Programs Training	*

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

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

Line Item	Category or Type	Offered *	Comments	

71	Cardiac monitors, defibrillators	◉ Yes ○ No	R Series Monitor/Defibrillator: The R Series® monitor/defibrillator is designed to help you deliver high-quality CPR, provide optimal defibrillation and pacing treatments, and manage your data to address critical quality improvements. X Series Monitor/Defibrillator: The ZOLL® X Series® monitor/defibrillator addresses EMS needs now and moving forward. Likely half the weight of what you carry today, X Series delivers the capabilities you expect from a full-featured monitor designed for use with all patient types, from neonates through adults. X Series Advanced Monitor/Defibrillator: ZOLL's new X Series® Advanced monitor/defibrillator helps providers manage patients more effectively than ever before. X Series Advanced comes with new features available only from ZOLL®: Real BVM Help® and TBI Dashboard™ technologies, RescueNet® Live, and enhanced RescueNet CaseReview functionality.	*

72	Automated External Defibrillator (AED) used by emergency responders	◉ Yes ○ No	ZOLL AED 3: Leads the way with Real CPR Help® technology, which provides real-time feedback to guide rescuers in delivering high-quality CPR. The innovative, intuitive design and enhanced features of ZOLL AED 3 will give unexpected heroes both the confidence and the knowledge needed to treat SCA. Powerheart G5 with iCPR: Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (ICPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act. ZOLL AED Plus: Unlike other AEDs, ZOLL® AEDs support rescuers with integrated, real-time feedback on compression rate and depth. Recommended by medical professionals, the ZOLL AED Plus® defibrillator with Real CPR Help® technology guides rescuers in performing high-quality CPR and provides integrated audio and visual feedback to support you throughout the rescue.	*
73	CPR Assist Devices	◉ Yes ○ No	AutoPulse Resuscitation System: Provides high-quality automated CPR to victims of sudden cardiac arrest. Easy to use and battery-operated, AutoPulse squeezes the patient's entire chest to improve blood flow to the heart and brain.1,2,3 The only device of its kind, AutoPulse automatically adjusts to the size of the patient, and has shown improved outcomes in numerous clinical trials.	*
74	Patient movement devices and systems	○ Yes ◉ No		
75	Critical Care assist equipment such as IV pumps, ventilation equipment	◉ Yes ○ No		
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	◉ Yes ○ No		
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	◉ Yes ○ No		
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	○ Yes ◉ No		

79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	◉ Yes ○ No	Mobilize™ Trauma Kits: For Those Who Won't Stand By	*
80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	◉ Yes ○ No	Expert care. PlusCare. PlusTrac. Plus learning. One Year Warranty.	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Sourcewell Pricing 4.13.2023 - For Submission.xlsx - Tuesday April 18, 2023 12:08:41
- Financial Strength and Stability - Asahi Kasei Audited Financial Statements_2021.pdf - Monday April 17, 2023 11:44:10
- Marketing Plan/Samples - Brochures.pdf - Tuesday April 18, 2023 12:13:03
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Product Warranty Matrix.pdf - Monday April 17, 2023 11:43:25
- Standard Transaction Document Samples (optional)
- Upload Additional Document - Sourcewell Contract Template - DRAFT 4-12-23 (for submission 4.13.2023).docx - Monday April 17, 2023 11:45:20

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Neil Johnston, Vice President of Worldwide Sales, ZOLL Medical Corporation

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_RFP_041823_Critical_Care_EMS Tue April 11 2023 09:23 AM	☑	1
Addendum_8_RFP_041823_Critical_Care_EMS Wed April 5 2023 04:50 PM	☑	1
Addendum_7_RFP_041823_Critical_Care_EMS Tue April 4 2023 08:26 AM	☑	2
Addendum_6_RFP_041823_Critical_Care_EMS Wed March 29 2023 04:03 PM	☑	1
Addendum_5_RFP_041823_Critical_Care_EMS Thu March 23 2023 03:39 PM	☑	1
Addendum_4_RFP_041823_Critical_Care_EMS Wed March 22 2023 06:32 PM	☑	1
Addendum_3_RFP_041823_Critical_Care_EMS Thu March 9 2023 03:32 PM	☑	2
Addendum_2_RFP_041823_Critical_Care_EMS Tue March 7 2023 07:36 PM	☑	1
Addendum_1_RFP_041823_Critical_Care_EMS Fri March 3 2023 02:40 PM	☑	1

Docusign Envelope ID: A8C03BCC-BF53-4FB1-A1BC-E789242E46D9

AMENDMENT #1
TO
CONTRACT # 041823-ZLL

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **ZOLL Medical Corporation** (Supplier).

Sourcewell awarded a contract to Supplier to provide Critical Care and EMS Equipment to Sourcewell and its Participating Entities, effective October 26, 2023, through June 30, 2027 (Contract).

The parties wish to amend the Proposal to ensure compliance with Sourcewell's Procurement Policy and standard government procurement practices.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Line item 7 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

   Roger Perez, Vice President/General Manager, Public Safety
   Email: rperez@zoll.com

   Kurt Sandstrom, Vice President/General Manager, EMS
   Email: ksandstrom@zoll.com

2. Line item 8 of "Table 1: Proposer Identity & Authorized Representative" of the Proposal is deleted in its entirety and replaced with the following:

   Ann Asselin, Manager, GPO and State Contracts
   Email: ann.asselin@zoll.com or gpoandstatecontracts@zoll.com
   ph: +1 978-421-9285

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...
Jeremy Schwartz
Chief Operating & Procurement Officer

Date: 12/3/2024 | 2:23 PM CST

ZOLL Medical Corporation

By: DocuSigned by: 4301C0CB99C945F...
Roger Perez
VP/General Manager, Public Safety

Date: 12/3/2024 | 7:54 AM PST

PINAL COUNTY
PUBLIC HEALTH

Opioid Settlement Funding Application

Applicant Information

Date	February 3, 2026
Applicant's Agency	City of Eloy
Contact Name	MacKenzie Letcher
Title	City Manager
Phone Number	520-466-9201
Email	mletcher@eloyaz.gov

A W9 form must be completed using the link below.
https://pinalcountyaz.seamlessdocs.com/f/NewVendorRequestOrChangeForm

Remit to Address:

Address Line 1	City of Eloy				
Address Line 2	595 N. C. Street				
City	Eloy	State	Arizona	Zip Code	85131

Mailing Address (if different than remit to Address):

Address Line 1	Click or tap here to enter text.				
Address Line 2	Click or tap here to enter text.				
City	Click or tap here to enter text.	State	Arizona	Zip Code	Click or tap here to enter text.

Entity type:

☒ City/Township

☐ Pinal County Department (list department name)

Click or tap here to enter text.

☐ Non-Profit

☐Other (Describe)

Click or tap here to enter text.

Does the requesting Entity have any unused funds from the prior year?

☐Yes (Indicate amount unused at time of application)

$Click or tap here to enter text.

☐No

Funding Request

Funding Amount Requested	$

Please select the strategy(s) that aligns with your proposal and enter the funding amount per strategy. See provided list of opioid abatement strategies provided with application for guidance.

Approved Abatement Strategies	Approved Opioid Abatement Use Subcategory	Budgeted amount for each category
A. Treat Opioid Use Disorder (OUD)	Choose an item.	$
B. Support People in Treatment and Recovery	Choose an item.	$
C. Connect People Who Need Help to the Help They Need (Connections to Care)	Choose an item.	$
D. Address the Needs of Criminal Justice-Involved Persons	Choose an item.	$
E. Address the Needs of Pregnant or Parenting Women and Their Families, including Babies with Neonatal Abstinence Syndrome (NAS).	Choose an item.	$
F. Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids	Choose an item.	$
G. Prevent Misuse of Opioids	Choose an item.	$
H. Prevent Overdose Deaths and Other Harms (Harm Reduction)	Choose an item.	$
I. First Responders	Current and future law enforcement expenditures relating to the opioid epidemic	$ 61,648.11
J. Leadership, Planning, and Coordination	Choose an item.	$

K. Training	Choose an item.	$
L. Research	Choose an item.	$

Project Information

Project Point of Contact Name/Title: Byron Gwaltney Contact email: bgwaltney@eloyaz.gov

Contact phone number: 520-464-3468

Project/Request Title: Eloy Police Automated External Defibrillator

Brief Summary of your Request: To purchase Automated External Defibrillators for Eloy Police

Project Goals and/or Desired Outcomes:To Provide life saving intervention during opioid overdose incidents

Projected Project Start Date: May 2026

Project End Date: May 2027

The information provided in this application for Arizona Opioid Settlement Funds is true, complete and accurate and all funds requested will only be used for approved purposes listed in Exhibit A of the One Arizona Distribution of Opioid Settlement Funds Agreement. Additionally, at least annually, by June 30 of each year, you agree to provide Pinal County with a report detailing expenditures for the preceding year.

Authorized Official Printed Name	Mackenzie Letcher, City Manager, City of Eloy		
Authorized Official Signature	M Letcher	Date	2/09/26

Submit signed application and W9 form via email to:
anela.arciga@pinal.gov

Anela Arciga
Finance Manager
Pinal County Public Health Services District
520-866-7304

ONE ARIZONA DISTRIBUTION OF OPIOID SETTLEMENT FUNDS AGREEMENT

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments previously entered into the One Arizona Opioid Settlement Memorandum of Understanding for the purpose of jointly approaching Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- The State and the Participating Local Governments now enter into this One Arizona Distribution of Opioid Settlement Funds Agreement ("Agreement") to establish binding terms for the distribution and spending of funds from Settlements with the Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this Agreement:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. "Contingency Fee Fund" shall mean a sub fund established in a Settlement for the purpose of paying contingency fees, such as the Attorney Fee Fund described in Section I.V of the Settlement with the Settling Distributors and the sub fund of the Attorney Fee Fund described in Section II.D of the Settlement with J&J.[1]
3. "J&J" shall mean Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
4. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

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[1] Text of both settlements available at https://nationalopioidsettlement.com.

5. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this Agreement.

6. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this Agreement and each applicable Settlement. The Participating Local Governments may be referred to separately in this Agreement as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

7. "Parties" shall mean the State and the Participating Local Governments.

8. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

9. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

10. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Government and approved as final by a court of competent jurisdiction.

11. "Settling Distributors" shall mean McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation.

12. "Trustee" shall mean either (1) an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust, or (2) a settlement fund administrator, in the event that the Settlement includes a fund administrator. In either case, the Trustee will distribute funds in accordance with this Agreement.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1) a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this Agreement, that

county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[2]

2. All Opioid Funds, except those allocated to payment of counsel and litigation expenses as set forth in Section E, shall be utilized in a manner consistent with the Approved Purposes definition. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. Each LG Share will be distributed to each Region or Multicounty Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region or Multicounty Region amongst themselves in any manner they choose. If a county and its cities and towns cannot agree on how to allocate the funds, the default allocation in Exhibit C will apply. The default allocation formula uses historical federal data showing how each county and the cities and towns within it have made opioids-related expenditures in the past. If a county or any cities or towns within a Region or Multicounty Region do not sign on to this Agreement and each

[2] This Agreement assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

Settlement, and if the Participating Local Governments in the Region or Multicounty Region cannot agree on how to allocate the funds from that Settlement amongst themselves, the funds shall be reallocated proportionally by applying this same methodology to only the Participating Local Governments in the Region or Multicounty Region.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the Region or Multicounty Region in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.

5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the State, to be timely distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Regions or Multicounty Regions through the Trustee, who shall hold the funds in trust, or as otherwise required by a Settlement for the benefit of the Participating Local Governments, to be timely distributed as set forth in B(2), C(1), C(3), and C(4) herein.

6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.

7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.

8. The State will endeavor to prioritize up to 30% of the State Share for opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses; and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

9. If the federal Center for Medicare and Medicaid Services ("CMS") disallows any federal funding for the State's Medicaid programs pursuant to 42 U.S.C. § 1396b as a consequence of sums received pursuant to resolution of any Litigation with Pharmaceutical Supply Chain Participants, or otherwise seeks to recover sums it regards as the federal share of any Settlement, the amount recovered by CMS shall first be paid from the total amount of Opioid Funds available to the Parties under that Settlement and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

10. The Parties acknowledge and agree that any Settlement may require Participating Local Governments to release all their claims against the settling Pharmaceutical Supply Chain Participants to receive Opioid Funds. The Parties further acknowledge and agree based on the terms of any such national Settlement, a Participating Local Government will not receive funds through this Agreement until it has complied with all requirements set forth

in that national Settlement to release its claims. This Agreement is not a promise by any Party that any Settlement (including any Settlement resolved through bankruptcy) will be finalized or executed.

D. Participation of Cities and Towns

1. By signing on to the Agreement and any Settlement, a Participating County will receive 60% of its available LG Share for that Settlement when distribution under that Settlement occurs. Any such Participating County will receive up to an additional 40% of its available LG Share for that Settlement by securing the participation of its constituent cities and towns as signatories to this Agreement and that Settlement when distribution under that Settlement occurs. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.[3]

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[4]

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[3] Population allocation of cities and towns within counties will be derived from the population data included in any national Settlement. If such data is not included in the respective national Settlement, then population allocation will be determined from those cities and towns listed in Exhibit C. The data in Exhibit C is derived from the U.S. Census Estimate (July 1, 2019).

[4] This paragraph shall not apply to the Settlement with the Settling Distributors or the Settlement with J&J.

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement.[5] In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. In the event that any Settlement imposes additional limitations or obligations on the payment of counsel and litigation expenses, those limitations and obligations take precedence over this Agreement.

5. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

6. The amount of the Backstop Fund shall be determined as follows: From any national Settlement, the funds in the Backstop Fund shall equal 14.25% of the LG Share for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs. If required to do so by any Settlement, Participating Local Governments must report to the national Settlement Fund Administrator regarding contributions to, or payments from, the Backstop Fund.

7. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government, unless a Settlement or other court order imposes a lower limitation on contingency fees. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

8. Payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same period of time as the national Contingency Fee Fund for each settlement. The Attorneys' Fees and Costs schedule for the Settling Distributors is listed in Exhibit R §(II)(S)(1) of the Settlement with the Settling

[5] The State retained outside counsel in the Purdue litigation and if it is unable to secure payment of attorneys' fees and expenses from the bankruptcy proceedings in an amount sufficient to compensate outside counsel consistent with the terms of the State's contract with that outside counsel, any remaining attorneys' fees and expenses related to the representation of the State will first be paid directly from the total amount of Opioid Funds available to the Parties under that Settlement, up to the agreed amount in the outside counsel contract, and the distribution to the State and Participating Local Governments shall thereafter be made from the remaining funds.

Distributors.[6] The Attorneys' Fees and Costs schedule for J&J is listed in Exhibit R §(II)(A)(1) of the Settlement with J&J.[7] For future Settlements with other defendants in the Pharmaceutical Supply Chain, any necessary payments to counsel for Participating Local Governments shall be made from the Backstop Fund in the same percentages and over the same periods of time as the fee funds for those Settlements, if applicable, subject to the limitations set forth in this Agreement set form in paragraph E(7) above.

9. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsel's representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

F. Compliance Reporting and Accountability

1. If the State and Participating Local Governments use a Trustee for purposes of distributing funds pursuant to any Settlement, the Trustee shall be requested to provide timely an up-to-date accounting of payments into or out of any trust established to hold such funds and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. In the event that the State and Participating Local Governments use a Trustee, compensation for Trustee's expenses of fund administration may be paid out of the Opioid Funds for reasonable expenses; provided that, reasonable expenses do not exceed the administrative expenses allowed under the terms of the relevant Settlement.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition. This requirement supersedes any shorter period of time specified in any applicable document retention or destruction policy.

5. At least annually, by July 31 of each year, each Region or Multicounty Region shall provide to the State a report detailing for the preceding fiscal year (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts

[6] Text of settlement available at https://nationalopioidsettlement.com.

[7] Text of settlement available at https://nationalopioidsettlement.com.

disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State. Any Participating Local Government shall also comply with any reporting requirements imposed by any Settlement.

6. No later than September 30 of each year, the State shall publish on its website a report detailing for the preceding fiscal year (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above. The State shall also comply with any reporting requirements imposed by any Settlement.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this Agreement and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

G. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

H. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this Agreement.

One Arizona Distribution of Opioid Settlement Funds Agreement ACCEPTED by the undersigned and executed this _____ day of _____, 2021.

ARIZONA ATTORNEY GENERAL

_____
Mark Brnovich

APACHE COUNTY

APACHE COUNTY

_____

By: _____

Its: _____

EAGER TOWN

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By: _____

Its: _____

SPRINGERVILLE TOWN

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ST JOHNS CITY

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COCHISE COUNTY

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BENSON CITY

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BISBEE CITY

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DOUGLAS CITY

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HUACHUCA CITY TOWN

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SIERRA VISTA CITY

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FREDONIA TOWN

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SAHUARITA TOWN

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SOUTH TUCSON CITY

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TUCSON CITY

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ELOY CITY

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SANTA CRUZ COUNTY

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NOGALES CITY

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PATAGONIA TOWN

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Exhibit A

O P I O I D A B A T E M E N T S T R A T E G I E S

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

    a. Medication-Assisted Treatment (MAT);

    b. Abstinence-based treatment;

    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	**County Name**	**State Name**	**Government Type**	**Census ID**	**Intra-county Allocation (%) Based on Past Spending**
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%

HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%
SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%

GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%
YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%

WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%
YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%

DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	**Award**
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

MARK BRNOVICH
Attorney General

Office of the Attorney General
State of Arizona

November 3, 2020

City of Eloy
C/O Stephen Cooper
Attorney for Eloy
221 N Florence St
Casa Grande, AZ 85122

Re: One Arizona Opioid Settlement Memorandum of Understanding

Dear Mr. Cooper:

State and local governments across the country have been litigating against the opioid industry in response to their alleged unethical and illegal practices. Arizona now has an opportunity to settle with some of the manufacturers and distributors and secure financial resources to contend with the devastation that has been caused to our communities. **The total amount of money that Arizonans receive is dependent upon the number of local governments that participate, so I invite you to join our efforts.**

A major step to facilitating a resolution with the opioid parties was recently achieved. The State of Arizona and all 15 counties have now agreed to the **One Arizona Opioid Settlement Memorandum of Understanding** (the "*One Arizona Plan*" or "MOU"). This MOU provides a framework for distributing opioid settlement funds fairly and effectively throughout our state. Moreover, the *One Arizona Plan* treats both litigating and non-litigating political subdivisions equally.

Like all states engaged in this process, Arizona's MOU employs certain formulas and data collected by federal agencies such as (i) opioid use disorder rates, (ii) the number of opioid overdose deaths, and (iii) the amount and potency of opioids shipped to each community. U.S. Census Bureau data is also used to determine historical expenditures related to opioid abatement for designated areas. With this in mind, please be assured that my office has made every effort to maximize recovery for all cities and towns. In fact, under the MOU the State government's share of funds actually declines with the participation of more counties and cities. Nevertheless, this structure was agreed to because it will increase the overall benefit to Arizona's residents.

Also important to consider is what the *One Arizona Plan* will not do. Unlike some other states, Arizona's *MOU* does not create new foundations, form boards, or make political appointments to control the funding. In fact, our MOU does the exact opposite thus cutting red tape

and streamlining the grant process to quickly get the funds to those in need. Local governments are best able to utilize resources targeted for their constituents, so no state authorization is required for expenditure. The only requirements are that funds be spent in accordance with the approved purposes detailed in the *One Arizona Plan's* Exhibit A, and that basic reciprocal reporting be completed.

Standing together, we can maximize critically needed resources to assist Arizonans impacted by the opioid crisis, so our goal is 100% participation among cities and towns. I urge you to consider the *One Arizona Plan* with your legal counsel, execute the MOU in the space provided and return it to my office. The deadline to submit your signature page is **December 15, 2020 at 5:00 pm.** Any questions that you have may be addressed to Acting Section Chief Matthew du Mée at Matthew.duMee@azag.gov, or Assistant Attorney General Jennifer Bonham at Jennifer.Bonham@azag.gov.

Respectfully yours,

Mark Brnovich
Attorney General

Enclosures:
One Arizona Opioid Settlement Memorandum of Understanding
Exhibits: A-D
City/Town Signature Page

cc: Joseph Sciarrotta, Jr., AGO Civil Litigation Division Chief Counsel
Matthew du Mée, AGO Acting Consumer Protection & Advocacy Section Chief Counsel
Jennifer Bonham, AGO Assistant Attorney General
Tom Belshe, Executive Director – League of Arizona Cities and Towns
Christina Estes-Werther, General Counsel – League of Arizona Cities and Towns

ONE ARIZONA OPIOID SETTLEMENT MEMORANDUM OF UNDERSTANDING

General Principles

- The people of the State of Arizona and Arizona communities have been harmed by the opioid epidemic, which was caused by entities within the Pharmaceutical Supply Chain.
- The State of Arizona, *ex rel.* Mark Brnovich, Attorney General (the "State"), and certain Participating Local Governments are separately engaged in litigation seeking to hold the Pharmaceutical Supply Chain Participants accountable for the damage they caused.
- The State and the Participating Local Governments share a common desire to abate and alleviate the impacts of the Pharmaceutical Supply Chain Participants' misconduct throughout the State of Arizona.
- The State and the Participating Local Governments enter into this One Arizona Opioid Settlement Memorandum of Understanding ("MOU") to jointly approach Settlement negotiations with the Pharmaceutical Supply Chain Participants.
- This MOU has been drafted collaboratively to maintain the Parties' existing or potential legal claims (to the extent legally cognizable) while allowing the Parties to cooperate in exploring all possible means of resolution.
- Nothing in this MOU binds the Parties to a specific outcome. Any resolution under this MOU will require a subsequent acceptance by the State and the Participating Local Governments of a final opioid Settlement plan.
- Nothing in this MOU should alter or change the right of the State or any Participating Local Government to pursue its own claim. The intent of this MOU is to join the Parties to seek a Settlement or Settlements with one or more Pharmaceutical Supply Chain Participants.

A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean those uses identified in the agreed Opioid Abatement Strategies attached as Exhibit A.
2. "Litigation" means existing or potential legal claims against Pharmaceutical Supply Chain Participants seeking to hold them accountable for the damage caused by their misfeasance, nonfeasance, and malfeasance relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids.

3. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

4. "Participating Local Government(s)" shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as "Participating Counties" and "Participating Cities and Towns" (or "Participating Cities or Towns," as appropriate).

5. "Parties" shall mean the State and the Participating Local Governments.

6. "Pharmaceutical Supply Chain" shall mean the process and channels through which licit opioids are manufactured, marketed, promoted, distributed, or dispensed.

7. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, or dispensing of licit opioids.

8. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and the Participating Local Governments.

9. "Trustee" shall mean an independent trustee who shall be responsible for the ministerial task of releasing the Opioid Funds that are in trust as authorized herein and accounting for all payments into or out of the trust.

B. Intrastate Regions

1. The State of Arizona will be divided into regions, each of which will be referred to as a "Region" and will consist of: (1)a single Participating County and all of its Participating Cities and Towns; or (2) all of the Participating Cities and Towns within a non-Participating County. If there is only one Participating City or Town within a non-Participating County, that single Participating City or Town will still constitute a Region. Two or more Regions may at their discretion form a group ("Multicounty Region"). Regions that do not choose to form a Multicounty Region will be their own Region. Participating Cities and Towns within a non-Participating County may not form a Region with Participating Cities and Towns in another county.

2. The LG Share funds described in Section C(1) will be distributed to each Region according to the percentages set forth in Exhibit B. The Regional allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the Region; (2) the number of opioid deaths that occurred in that Region; and (3) the number of people who suffer opioid use disorder in that Region. In the event any county does not participate in this MOU, that county's percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

3. In single-county Regions, that county's health department will serve as the lead agency responsible for distributing the LG Share funds. That health department, acting as the

lead agency, shall consult with the cities and towns in the county regarding distribution of the LG Share funds.

4. For each Multicounty Region, an advisory council shall be formed from the Participating Local Governments in the Multicounty Region to distribute the collective LG Share funds. Each advisory council shall include at least three Participating Local Government representatives, not all of whom may reside in the same county. Each advisory council shall consult with the Participating Local Governments in the Multicounty Region regarding distribution of the collective LG Share funds.

5. For each Region consisting of the Participating Cities and Towns within a non-Participating County, an advisory council shall be formed from the Participating Cities and Towns in the Region to distribute the LG Share funds. Each advisory council shall include at least three representatives from the Participating Cities and Towns in the Region, or a representative from each Participating City and Town if the Region consists of fewer than three Participating Cities and Towns. In no event may more than one individual represent the same city or town. To the extent any Participating Cities or Towns in the Region are not represented on the advisory council, the advisory council shall consult with the non-represented Participating Cities and Towns regarding distribution of the collective LG Share funds.

C. Allocation of Settlement Proceeds

1. All Opioid Funds shall be divided with 44% to the State ("State Share") and 56% to the Participating Local Governments ("LG Share").[1]

2. All Opioid Funds, regardless of allocation, shall be utilized in a manner consistent with the Approved Purposes definition, as ultimately memorialized in a Settlement that becomes an order of the court. Compliance with this requirement shall be verified through reporting, as set out in Section F.

3. The LG Share will be distributed to each Region as set forth in Section B(2). Participating Counties and their constituent Participating Cities and Towns may distribute the funds allocated to the Region amongst themselves in any manner they choose. If the county and its cities and towns cannot agree on how to allocate the funds, Exhibit C reflects a default allocation that will apply. The default allocation formula uses historical federal data showing how the specific county and the cities and towns within it have made opioids-related expenditures in the past. If the county or any cities or towns within a Region do not sign on to this MOU and subsequent Settlement, and if the Participating Local Governments in the Region cannot agree on how to allocate the funds amongst themselves, they shall reallocate the funds proportionally amongst themselves by applying this same methodology to only the Participating Local Governments in the Region.

[1] This MOU assumes that any opioid settlement for Native American Tribes and Third-Party Payors, including municipal insurance pools, will be dealt with separately.

4. If the LG Share for a given Participating Local Government is less than $500, then that amount will instead be distributed to the county in which the Participating Local Government is located to allow practical application of the abatement remedy. If the county did not sign on to the Settlement as defined herein, the funds will be reallocated to the State Share.
5. The State Share shall be paid by check or wire transfer directly to the State through the Trustee, who shall hold the funds in trust in a Qualified Settlement Fund (QSF) for the benefit of the State to be promptly distributed as set forth in C(1) herein. The LG Share shall be paid by check or wire transfer directly to the Participating Local Governments through the Trustee, who shall hold the funds in trust in a QSF for the benefit of the Participating Local Governments to be promptly distributed as set forth in B(2), C(1), C(3), and C(4) herein.
6. The State Share shall be used only for (1) Approved Purposes within the State or (2) grants to organizations for Approved Purposes within the State.
7. The LG Share shall be used only for (1) Approved Purposes by Participating Local Governments within a Region or Multicounty Region or (2) grants to organizations for Approved Purposes within a Region or Multicounty Region.
8. The State will endeavor to prioritize up to 30% of the State Share for: opioid education and advertising related to awareness, addiction, or treatment; Department of Corrections and related prison and jail opioid uses, and opioid interdiction and abatement on Arizona's southern border, including grants to assist with the building, remodeling and/or operation of centers for treatment, drug testing, medication-assisted treatment services, probation, job training, and/or counseling services, among other programs.

D. Participation of Cities and Towns

1. By virtue of signing on to the MOU and Settlement, each Participating County will receive 60% of its available LG Share. The Participating County will receive up to an additional 40% of its available LG Share by securing the participation of its constituent cities and towns as signatories to this MOU and the Settlement. The sliding scale attached as Exhibit D will determine the share of funds available to the Participating County.

2. If a Participating County does not achieve 100% participation of its cities and towns within the period of time required in a Settlement document for subdivision participation, the remaining portions of the LG Share that were otherwise available to the Participating County will be reallocated to (i) the State Share and (ii) the LG Share for the Participating Counties which have achieved 100% participation of their cities and towns in accordance with the percentages described in Sections B(2), C(1), and C(3), and set forth in Exhibits B and C.

E. Payment of Counsel and Litigation Expenses

1. The Parties anticipate that any national Settlement will provide for the payment of all or a portion of the fees and litigation expenses of certain state and local governments.

2. If the court in *In Re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) or if a national Settlement establishes a common benefit fund or similar device to compensate attorneys for services rendered and expenses incurred that have benefited plaintiffs generally in the litigation (the "Common Benefit Fund"), and requires certain governmental plaintiffs to pay a share of their recoveries from defendants into the Common Benefit Fund as a "tax," then the Participating Local Governments shall first seek to have the settling defendants pay the "tax." If the settling defendants do not agree to pay the "tax," then the "tax" shall be paid from the LG Share prior to allocation and distribution of funds to the Participating Local Governments.[2]

3. Any governmental entity that seeks attorneys' fees and expenses from the Litigation shall seek those fees and expenses first from the national Settlement. In addition, the Parties agree that the Participating Local Governments will create a supplemental attorney's fees and costs fund (the "Backstop Fund").

4. The Backstop Fund is to be used to compensate counsel for Participating Local Governments that filed opioid lawsuits by September 1, 2020 ("Litigating Participating Local Governments"). Payments out of the Backstop Fund shall be determined by a committee consisting of one representative from each of the Litigating Participating Local Governments (the "Opioid Fee and Expense Committee").

5. The Backstop Fund shall be funded as follows: From any national Settlement, the funds to be deposited in the Backstop Fund shall be 14.25% of the LG Share of each payment (annual or otherwise) to the State of Arizona for that Settlement. No portion of the State Share shall be used for the Backstop Fund or in any other way to fund any Participating Local Government's attorney's fees and costs.

6. The maximum percentage of any contingency fee agreement permitted for compensation shall be 25% of the portion of the LG Share attributable to the Litigating Participating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Participating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Participating Local Government than it would under its contingency agreement with that Litigating Participating Local Government.

7. Any funds remaining in the Backstop Fund in excess of the amounts needed to cover private counsels' representation agreements shall revert to the Participating Local Governments according to the percentages set forth in Exhibits B and C, to be used for Approved Purposes as set forth herein and in Exhibit A.

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[2] This paragraph shall not apply to any Settlement with distributors McKesson, Amerisource Bergen, and Cardinal Health or manufacturer Johnson & Johnson.

F. Compliance Reporting and Accountability

1. The Trustee shall provide an up-to-date accounting of payments into or out of the trust and/or its subaccounts upon written request of the State or a Participating Local Government.

2. The State, Regions, and Participating Local Governments may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (1) is inconsistent with provision C(1) hereof with respect to the amount of the State Share or LG Share; (2) is inconsistent with an agreed-upon allocation, or the default allocations in Exhibits B and C, as contemplated by Section C(3); or (3) violates the limitations set forth in F(3) with respect to compensation of the Trustee. The objector shall have the right to bring that objection within two years of the date of its discovery to a superior court in Maricopa County, Arizona.

3. Out of the Opioid Funds, reasonable expenses up to 0.005% shall be paid to the Trustee.

4. The Parties shall maintain, for a period of at least five years, records of abatement expenditures and documents underlying those expenditures, so that it can be verified that funds are being or have been utilized in a manner consistent with the Approved Purposes definition.

5. At least annually, each Region or Multicounty Region shall provide to the State a report detailing for the preceding time period (1) the amount of the LG Share received by each Participating Local Government within the Region or Multicounty Region, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In order to facilitate this reporting, each Participating Local Government within a Region or Multicounty Region shall provide information necessary to meet these reporting obligations to a delegate(s) selected by the Region or Multicounty Region to provide its annual report to the State.

6. At least annually, the State shall publish on its website a report detailing for the preceding time period (1) the amount of the State Share received, (2) the allocation of any awards approved (listing the recipient, the amount awarded, the program to be funded, and disbursement terms), and (3) the amounts disbursed on approved allocations. In addition, the State shall publish on its website the reports described in F(5) above.

7. If it appears to the State, a Region, or a Multicounty Region that the State or another Region or Multicounty Region is using or has used Settlement funds for non-Approved Purposes, the State, Region, or Multicounty Region may on written request seek and obtain the documentation underlying the report(s) described in F(5) or F(6), as applicable, including documentation described in F(4). The State, Region, or Multicounty Region receiving such request shall have 14 days to provide the requested information. The requesting party and the State, Region, or Multicounty Region receiving such request may extend the time period for compliance with the request only upon mutual agreement.

8. Following a request made pursuant to F(7) and when it appears that LG Share funds are being or have been spent on non-Approved Purposes, the State may seek and obtain in an action in a court of competent jurisdiction in Maricopa County, Arizona an injunction prohibiting the Region or Multicounty Region from spending LG Share funds on non-Approved Purposes and requiring the Region or Multicounty Region to return the monies that it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of LG Share funds to the Region or Multicounty Region temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any amounts that were ordered returned but have not been returned by the time the action is resolved.

9. Following a request made pursuant to F(7) and when it appears to at least eight Participating Counties that have signed on to this MOU and a subsequent Settlement that the State Share funds are being or have been spent on non-Approved Purposes, the Participating Counties may seek and obtain in an action in a superior court of Maricopa County, Arizona an injunction prohibiting the State from spending State Share funds on non-Approved Purposes and requiring the State to return the monies it spent on non-Approved Purposes after notice as is required by the rules of civil procedure. So long as the action is pending, distribution of State Share funds to the State temporarily will be suspended. Once the action is resolved, the suspended payments will resume, less any monies that were ordered returned but have not been returned by the time the action is resolved.

10. In an action brought pursuant to F(8) or F(9), attorney's fees and costs shall not be recoverable.

F. Settlement Negotiations

1. The State and the Participating Local Governments agree to inform each other in advance of any negotiations relating to an Arizona-only settlement with a Pharmaceutical Supply Chain Participant that includes both the State and the Participating Local Governments and shall provide each other the opportunity to participate in all such negotiations.

2. The State and the Participating Local Governments further agree to keep each other reasonably informed of all other global settlement negotiations with Pharmaceutical Supply Chain Participants. Neither this provision, nor any other, shall be construed to state or imply that either the State or the Participating Local Governments (collectively, the "Arizona Parties") are unauthorized to engage in settlement negotiations with Pharmaceutical Supply Chain Participants without prior consent or contemporaneous participation of the other, or that either party is entitled to participate as an active or direct participant in settlement negotiations with the other. Rather, while the State's and the Participating Local Government's efforts to achieve worthwhile settlements are to be collaborative, incremental stages need not be so.

3. The State or any Participating Local Government may withdraw from coordinated Settlement discussions detailed in this Section upon 10 business days' written notice to the other Arizona Parties and counsel for any affected Pharmaceutical Supply Chain

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

G. Amendments

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement.

ACCEPTED by the undersigned and executed this 16 day of October, 2020.

ARIZONA ATTORNEY GENERAL

Mark Brnovich

APACHE COUNTY

Michael B. Whiting

COCHISE COUNTY

Brian McIntyre

COCONINO COUNTY

William P. Ring

GILA COUNTY

Bradley B. Beauchamp

Participant. The withdrawal of any Arizona Party releases the remaining Arizona Parties from the restrictions and obligations in this Section.

4. The obligations in this Section shall not affect any Party's right to proceed with trial or, within 30 days of the date upon which a trial involving that Party's claims against a specific Pharmaceutical Supply Chain Participant is scheduled to begin, reach a case-specific resolution with that particular Pharmaceutical Supply Chain Participant.

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ACCEPTED by the undersigned and executed this _____ day of _____, 2020.

ARIZONA ATTORNEY GENERAL

_____
Mark Brnovich

APACHE COUNTY

_____
Michael B. Whiting

COCHISE COUNTY

10/5/20
_____
Brian McIntyre

COCONINO COUNTY

_____
Elizabeth C. Archuleta, Chair

GILA COUNTY

Bradley B. Beauchamp
_____
Bradley B. Beauchamp

GRAHAM COUNTY

Kenny Angle

GREENLEE COUNTY

Jeremy Ford

LA PAZ COUNTY

Tony Rogers

MARICOPA COUNTY

Allister Adel

MOHAVE COUNTY

for

Matthew J. Smith

NAVAJO COUNTY

Brad Carlyon

PIMA COUNTY

Barbara LaWall

PINAL COUNTY

Kent Volkmer

SANTA CRUZ COUNTY

George Silva

YAVAPAI COUNTY

Sheila Polk

YUMA COUNTY

Jon R. Smith

PINAL COUNTY CITIES & TOWNS

CASA GRANDE CITY

_____
By: _____
Its: _____

COOLIDGE CITY

_____
By: _____
Its: _____

ELOY CITY

_____
By: Micah Powell
Its: Mayor

FLORENCE TOWN

_____
By: _____
Its: _____

KEARNY TOWN

_____
By: _____
Its: _____

MAMMOTH TOWN

_____
By: _____
Its: _____

MARICOPA CITY

_____
By: _____
Its: _____

SUPERIOR TOWN

_____
By: _____
Its: _____

Exhibit A

OPIOID ABATEMENT STRATEGIES

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:

   a. Medication-Assisted Treatment (MAT);

   b. Abstinence-based treatment;

   c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;

   d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or

   e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.

6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.

8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.

11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:

    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;

    f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or

    g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.

6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

    a. Increase the number of prescribers using PDMPs;

    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or

    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:

    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to

address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

12. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

Exhibit B

Exhibit B	
Allocation to Arizona Counties/Regions	
County/Region	Percentage of LG Share
APACHE	0.690%
COCHISE	1.855%
COCONINO	1.688%
GILA	1.142%
GRAHAM	0.719%
GREENLEE	0.090%
LA PAZ	0.301%
MARICOPA	57.930%
MOHAVE	4.898%
NAVAJO	1.535%
PIMA	18.647%
PINAL	3.836%
SANTA CRUZ	0.370%
YAVAPAI	4.291%
YUMA	2.008%

Exhibit C

Exhibit C					
Government Name	County Name	State Name	Government Type	Census ID	Intra-county Allocation (%) Based on Past Spending
APACHE COUNTY					
APACHE COUNTY	Apache County	ARIZONA	County	3100100100000	56.63%
EAGAR TOWN	Apache County	ARIZONA	City	3200100100000	20.66%
SPRINGERVILLE TOWN	Apache County	ARIZONA	City	3200100300000	10.73%
ST JOHNS CITY	Apache County	ARIZONA	City	3200100200000	11.98%
COCHISE COUNTY					
COCHISE COUNTY	Cochise County	ARIZONA	County	3100200200000	63.47%
BENSON CITY	Cochise County	ARIZONA	City	3200200100000	3.52%
BISBEE CITY	Cochise County	ARIZONA	City	3200200200000	3.47%
DOUGLAS CITY	Cochise County	ARIZONA	City	3200200300000	8.44%
HUACHUCA CITY TOWN	Cochise County	ARIZONA	City	3200250100000	0.91%
SIERRA VISTA CITY	Cochise County	ARIZONA	City	3200200400000	16.63%
TOMBSTONE CITY	Cochise County	ARIZONA	City	3200200500000	1.16%
WILLCOX CITY	Cochise County	ARIZONA	City	3200200600000	2.39%
COCONINO COUNTY					
COCONINO COUNTY	Coconino County	ARIZONA	County	3100300300000	71.16%
FLAGSTAFF CITY	Coconino County	ARIZONA	City	3200300100000	18.45%
FREDONIA TOWN	Coconino County	ARIZONA	City	3200300300000	0.31%
PAGE CITY	Coconino County	ARIZONA	City	3200390100000	3.41%
SEDONA CITY	Coconino County	ARIZONA	City	3201340200000	4.09%
TUSAYAN TOWN	Coconino County	ARIZONA	City	3200310100000	0.67%
WILLIAMS CITY	Coconino County	ARIZONA	City	3200300200000	1.92%
GILA COUNTY					
GILA COUNTY	Gila County	ARIZONA	County	3100400400000	68.13%
GLOBE CITY	Gila County	ARIZONA	City	3200400100000	10.23%
HAYDEN TOWN	Gila County	ARIZONA	City	3200450100000	2.31%
MIAMI TOWN	Gila County	ARIZONA	City	3200400200000	2.71%
PAYSON TOWN	Gila County	ARIZONA	City	3200490100000	16.17%
STAR VALLEY TOWN	Gila County	ARIZONA	City	3200410100000	0.35%
WINKELMAN TOWN	Gila County	ARIZONA	City	3200400300000	0.10%
GRAHAM COUNTY					
GRAHAM COUNTY	Graham County	ARIZONA	County	3100500500000	62.26%
PIMA TOWN	Graham County	ARIZONA	City	3200500100000	2.22%

SAFFORD CITY	Graham County	ARIZONA	City	3200500200000	26.83%
THATCHER TOWN	Graham County	ARIZONA	City	3200500300000	8.68%
GREENLEE COUNTY					
GREENLEE COUNTY	Greenlee County	ARIZONA	County	3100600600000	88.29%
CLIFTON TOWN	Greenlee County	ARIZONA	City	3200600100000	11.43%
DUNCAN TOWN	Greenlee County	ARIZONA	City	3200600200000	0.28%
LA PAZ COUNTY					
LA PAZ COUNTY	La Paz County	ARIZONA	County	3101501500000	88.71%
PARKER TOWN	La Paz County	ARIZONA	City	3201560100000	5.19%
QUARTZSITE TOWN	La Paz County	ARIZONA	City	3201540100000	6.11%
MARICOPA COUNTY					
MARICOPA COUNTY	Maricopa County	ARIZONA	County	3100700700000	51.53%
APACHE JUNCTION CITY	Maricopa County	ARIZONA	City	3201160100000	0.38%
AVONDALE CITY	Maricopa County	ARIZONA	City	3200700100000	0.98%
BUCKEYE TOWN	Maricopa County	ARIZONA	City	3200700200000	0.46%
CAREFREE TOWN	Maricopa County	ARIZONA	City	3200740100000	0.04%
CAVE CREEK TOWN	Maricopa County	ARIZONA	City	3200740200000	0.06%
CHANDLER CITY	Maricopa County	ARIZONA	City	3200700300000	2.86%
EL MIRAGE CITY	Maricopa County	ARIZONA	City	3200700400000	0.39%
FOUNTAIN HILLS TOWN	Maricopa County	ARIZONA	City	3200740400000	0.17%
GILA BEND TOWN	Maricopa County	ARIZONA	City	3200770100000	0.03%
GILBERT TOWN	Maricopa County	ARIZONA	City	3200700500000	1.71%
GLENDALE CITY	Maricopa County	ARIZONA	City	3200700600000	2.63%
GOODYEAR CITY	Maricopa County	ARIZONA	City	3200700700000	0.76%
GUADALUPE TOWN	Maricopa County	ARIZONA	City	3200790100000	0.00%
LITCHFIELD PARK CITY	Maricopa County	ARIZONA	City	3200740300000	0.04%
MESA CITY	Maricopa County	ARIZONA	City	3200700800000	6.06%
PARADISE VALLEY TOWN	Maricopa County	ARIZONA	City	3200750100000	0.34%
PEORIA CITY	Maricopa County	ARIZONA	City	3200700900000	1.51%
PHOENIX CITY	Maricopa County	ARIZONA	City	3200701000000	21.28%
QUEEN CREEK TOWN	Maricopa County	ARIZONA	City	3200740500000	0.11%
SCOTTSDALE CITY	Maricopa County	ARIZONA	City	3200701100000	3.99%
SURPRISE CITY	Maricopa County	ARIZONA	City	3200750200000	0.98%
TEMPE CITY	Maricopa County	ARIZONA	City	3200701200000	3.27%
TOLLESON CITY	Maricopa County	ARIZONA	City	3200701300000	0.27%
WICKENBURG TOWN	Maricopa County	ARIZONA	City	3200701400000	0.10%

YOUNGTOWN TOWN	Maricopa County	ARIZONA	City	3200750300000	0.05%
MOHAVE COUNTY					
MOHAVE COUNTY	Mohave County	ARIZONA	County	3100800800000	62.51%
BULLHEAD CITY CITY	Mohave County	ARIZONA	City	3200840100000	13.10%
COLORADO CITY TOWN	Mohave County	ARIZONA	City	3200840200000	0.61%
KINGMAN CITY	Mohave County	ARIZONA	City	3200800100000	9.91%
LAKE HAVASU CITY CITY	Mohave County	ARIZONA	City	3200860100000	13.87%
NAVAJO COUNTY					
NAVAJO COUNTY	Navajo County	ARIZONA	County	3100900900000	70.29%
HOLBROOK CITY	Navajo County	ARIZONA	City	3200900100000	3.75%
PINETOP-LAKESIDE TOWN	Navajo County	ARIZONA	City	3200940100000	4.75%
SHOW LOW CITY	Navajo County	ARIZONA	City	3200900200000	9.39%
SNOWFLAKE TOWN	Navajo County	ARIZONA	City	3200900300000	2.94%
TAYLOR TOWN	Navajo County	ARIZONA	City	3200980100000	2.68%
WINSLOW CITY	Navajo County	ARIZONA	City	3200900400000	6.19%
PIMA COUNTY					
PIMA COUNTY	Pima County	ARIZONA	County	3101001000000	72.19%
MARANA TOWN	Pima County	ARIZONA	City	3201090200000	2.06%
ORO VALLEY TOWN	Pima County	ARIZONA	City	3201090100000	1.72%
SAHUARITA TOWN	Pima County	ARIZONA	City	3201020100000	0.81%
SOUTH TUCSON CITY	Pima County	ARIZONA	City	3201000100000	0.31%
TUCSON CITY	Pima County	ARIZONA	City	3201000200000	22.91%
PINAL COUNTY					
PINAL COUNTY	Pinal County	ARIZONA	County	3101101100000	53.01%
CASA GRANDE CITY	Pinal County	ARIZONA	City	3201100100000	5.54%
COOLIDGE CITY	Pinal County	ARIZONA	City	3201100200000	1.68%
ELOY CITY	Pinal County	ARIZONA	City	3201100300000	34.98%
FLORENCE TOWN	Pinal County	ARIZONA	City	3201100400000	1.19%
KEARNY TOWN	Pinal County	ARIZONA	City	3201150100000	0.28%
MAMMOTH TOWN	Pinal County	ARIZONA	City	3201150200000	0.16%
MARICOPA CITY	Pinal County	ARIZONA	City	3201110100000	2.73%
SUPERIOR TOWN	Pinal County	ARIZONA	City	3201190100000	0.44%
SANTA CRUZ COUNTY					
SANTA CRUZ COUNTY	Santa Cruz County	ARIZONA	County	3101201200000	76.78%
NOGALES CITY	Santa Cruz County	ARIZONA	City	3201200100000	22.55%
PATAGONIA TOWN	Santa Cruz County	ARIZONA	City	3201200200000	0.67%

YAVAPAI COUNTY					
YAVAPAI COUNTY	Yavapai County	ARIZONA	County	3101301300000	69.31%
CAMP VERDE TOWN	Yavapai County	ARIZONA	City	3201340100000	0.97%
CHINO VALLEY TOWN	Yavapai County	ARIZONA	City	3201380100000	0.68%
CLARKDALE TOWN	Yavapai County	ARIZONA	City	3201350100000	0.72%
COTTONWOOD CITY	Yavapai County	ARIZONA	City	3201350200000	4.89%
DEWEY-HUMBOLDT TOWN	Yavapai County	ARIZONA	City	3201310100000	1.54%
JEROME TOWN	Yavapai County	ARIZONA	City	3201300100000	0.03%
PRESCOTT CITY	Yavapai County	ARIZONA	City	3201300200000	13.79%
PRESCOTT VALLEY TOWN	Yavapai County	ARIZONA	City	3201360100000	8.09%
YUMA COUNTY					
YUMA COUNTY	Yuma County	ARIZONA	County	3101401400000	66.03%
SAN LUIS CITY	Yuma County	ARIZONA	City	3201460100000	4.80%
SOMERTON CITY	Yuma County	ARIZONA	City	3201400200000	2.24%
WELLTON TOWN	Yuma County	ARIZONA	City	3201480100000	0.61%
YUMA CITY	Yuma County	ARIZONA	City	3201400300000	26.32%

Exhibit D

Exhibit D	
Percent Participation of Cities	Award
0	0%
5	2%
10	4%
15	6%
20	8%
25	10%
30	12%
35	14%
40	16%
45	18%
50	20%
55	22%
60	24%
65	26%
70	28%
75	30%
80	32%
85	34%
90	36%
95	38%
100	40%

PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, NOVEMBER 23, 2020
6:00 PM
ELOY CITY COUNCIL CHAMBERS
595 NORTH C STREET
ELOY, ARIZONA 85131
For a
REGULAR MEETING

AGENDA

I. Call to Order

II. Invocation

III. Pledge of Allegiance

IV. Roll Call

V. Communications

A. Presentation on the 2020 Census by Maria Vianey Valdez-Cardenas, U.S. Census Bureau Partnership Specialist for Southern Arizona.

B. Presentation to the Mayor and Council from Brian Wright, Finance Director - Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association for the Fiscal Year ending June 30, 2019.

VI. Appearances from the Floor

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**.

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

VIII. Consent Agenda

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

*A. Approval of Minutes - 11/9/2020 (regular)

*B. Authorize the Eloy Police Department to open a checking account with Great Western Bank for City acceptance of payments for Crywolf relating to the False Alarm Reduction Program.

*C. Authorize the Mayor to enter into the "One Arizona Opioid Settlement" Memorandum of Understanding to provide a framework for distributing opioid settlement funds fairly and effectively throughout the State of Arizona.

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

A. Adoption of City Council Rules and Procedures governing agenda setting, order of business, conduct of public meetings, and other matters guiding council meeting proceedings and the decision-making process, effective January 1, 2021.

B. Appointment of a Vice Mayor to a one-year term in accordance with the City Council Rules and Procedures dated November 23, 2020.

C. Presentation from Annette Gaston regarding the City of Eloy's investment portfolio with PFM Asset Management.

D. Council conduct a Public Hearing on Proposed Annexation A2020-015, to consider and discuss adding approximately 374 acres of land into the corporate limits of Eloy, generally located north and west of the intersection of South Vail Road and Phillips Road.

E. Council conduct a Public Hearing on Proposed Annexation A2020-014, to consider and discuss adding approximately 75 acres of land into the corporate limits of Eloy, generally located south and west of the intersection of Sunland Gin Road and Hanna Road.

F. Authorize staff to prepare and solicit a Statement of Qualifications to retain an urban economics consultant to prepare a market analysis as a component of the Downtown Master Plan.

X. Informational Items

A. October Check Register

XI. Adjournment

POSTED BY THURSDAY, NOVEMBER 19, 2020, BY 5:00 P.M. AT ELOY CITY HALL, ELOY POST OFFICE, TROY THOMAS COMMUNITY CENTER, TOLTEC COMMUNITY/SENIOR CENTER AND CITY WEBSITE: www.eloyaz.gov

Mary Myers

Mary Myers, CMC, CPM

City Clerk

INDIVIDUALS WITH SPECIAL ACCESSIBILITY NEEDS MAY CONTACT LORENA LaSALDE-RIOS, 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.

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ZOLL®
an Asahi Kasei company

269 Mill Road
Chelmsford, MA 01824

978.421.9655 (main)
978.421.0025 (fax)
zoll.com

February 1, 2024
Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479

Dear Sourcewell,

This letter is to give authorization for Coro Medical, an approved ZOLL Medical Corporation distributor, to utilize ZOLL Medical Corporation's agreement with Sourcewell- Contract Number 041823-ZLL.

ZOLL Medical Corporation hereby names Coro Medical as its authorized distributor to utilize ZOLL Medical Corporation's with Sourcewell- Contract Number 041823-ZLL. By signing this letter, ZOLL Medical Corporation hereby authorizes Coro Medical to offer products and services listed on Contract 041823-ZLL to approved members of Sourcewell based on the Terms and Conditions of Contract 041823-ZLL.

In the event Coro Medical fails to perform its obligations under Terms and Conditions of Contract 041823-ZLL, ZOLL Medical Corporation agrees to perform in Coro Medical place and/or names another authorized distributor to assume the obligations of Coro Medical to the approved members of Sourcewell. If ZOLL Medical Corporation withdraws its authorization to Coro Medical to offer products or services listed on Contract Number 041823-ZLL, ZOLL Medical Corporation shall notify the Sourcewell's contract main contact, Leslie Goral, via email.

ZOLL Medical Corporation agrees that the authorization to Coro Medical set forth in this letter shall remain effective until Sourcewell receives written notification that ZOLL Medical Corporation has withdrawn its authorization to Coro Medical and we have issued an amendment agreeing to the request or until Contract Number 041823-ZLL expires.

Coro Medical is not authorized to receive payments for products and services. If you have any questions concerning this matter, please contact the ZOLL Contracts Team at email address gpoandstatecontracts@zoll.com.

Sincerely,

DocuSigned by:
Neil Johnston
Neil Johnston
Vice President of Global Sales - Resuscitation

ZOLL Medical #041823-ZLL

Pricing for contract #041823-ZLL offers Sourcewell participating agencies the following discounts:

- 2%-20% discount off the list price

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.
Date: 4/13/2026

Date submitted: 03/18/2026 **Date requested:** 4/13/2026	**Action:** Formal	**Subject: Acceptance of a proposal from E1 Audiovisual Technologies for a project to upgrade existing technologies in the Police Department briefing/training room, using funds allocated in the FY 25/26 City of Eloy Capital Improvement Project (CIP) budget, with pricing per Arizona State Contract (CTR075310) at a cost not to exceed $60,000.00. Furthermore, authorization for the Mayor or his designee to sign any contracts necessary for project completion.**

TO: Mayor and City Council

FROM: Byron Gwaltney, Captain

RECOMMENDATION:
Acceptance of a proposal from E1 Audiovisual Technologies for a project to upgrade existing technologies in the Police Department briefing/training room, using funds allocated in the FY 25/26 City of Eloy Capital Improvement Project (CIP) budget, with pricing per Arizona State Contract (CTR075310) at a cost not to exceed $60,000.00. Furthermore, authorization for the Mayor or his designee to sign any contracts necessary for project completion.

DISCUSSION:

The Eloy Police Department is requesting approval to proceed with a Fiscal Year 2025–2026 Capital Improvement Project to upgrade the audiovisual (AV) capabilities of the department's existing briefing and training room. This project is funded in the adopted FY26 budget in the amount of $60,000 and is intended to enhance the room's functionality as both a daily operational space and a scalable Emergency Operations Center (EOC) during critical incidents.

Currently, the briefing room is utilized for daily patrol briefings, training, and internal meetings; however, its existing technology infrastructure limits its effectiveness during large scale or multi-agency incidents. This project will modernize the room by installing an integrated audiovisual system designed specifically to support incident command operations, real-time information sharing, and coordinated decision-making.

According to the vendor proposal, the upgraded system will include multiple large-format displays, an AV-over-IP video distribution system, integrated audio components, and centralized control capabilities. These enhancements will allow staff to simultaneously display multiple information sources such as Computer Aided Dispatch (CAD), mapping systems, drone or surveillance feeds, weather data, and situational intelligence across several screens. This capability is critical during Incident Command System (ICS) activations, where command staff must quickly interpret and act on evolving information.

The system will also incorporate a ceiling-mounted microphone array, digital signal processing, and integrated conferencing capabilities, enabling clear communication both within the room and with external partners. This will significantly improve coordination with allied agencies, including fire services, emergency management, Pinal County partners, and state or federal resources during major incidents. The inclusion of VoIP-enabled audio and conferencing functions further supports remote participation and unified command operations.

A centralized touch panel control system will simplify operation of the entire AV system, allowing personnel to quickly manage displays, audio levels, and input sources without requiring specialized technical knowledge. This is particularly important during high-stress incidents, where ease of use and reliability are essential.

From an operational standpoint, this project directly supports the department's ability to transition from routine operations to a structured ICS environment. The upgraded room will serve as a fixed command post capable of supporting incident commanders, command staff, and operational sections during events such as critical incidents, large scale public events, natural disasters, or multi-agency responses. It also enhances the department's ability to host regional coordination meetings and training exercises.

In addition to emergency preparedness, the upgraded system will improve day-to-day efficiency by enhancing training delivery, briefing effectiveness, and internal communication. The ability to display multiple data sources and conduct integrated presentations will support ongoing officer development and operational readiness.

This project also aligns directly with the City of Eloy Strategic Plan (2024–2027), particularly within the **Safe and Active Community** and **High-Performing Government** priority areas. The investment in modern audiovisual and communication technology supports the City's goal of leveraging innovation to enhance public safety services, improve interagency coordination, and ensure preparedness for emergencies and critical incidents. Additionally, by maximizing the functionality of existing City facilities rather than constructing new infrastructure, the project reflects responsible fiscal stewardship and efficient use of public resources, both key principles outlined in the City's strategic objectives.

The total project cost, as outlined in the proposal, is $59,940.71, which includes equipment, installation, programming, training, and associated costs. This project is

being completed under an Arizona State Contract, ensuring competitive pricing and compliance with procurement requirements.

Overall, this investment represents a strategic enhancement to existing infrastructure, allowing the Eloy Police Department to maximize the use of current space while significantly improving its operational readiness, interoperability, and ability to respond effectively to critical incidents.

FISCAL IMPACT:

This project is included in the City of Eloy's adopted Fiscal Year 25/26 Capital Improvement Projects with a total budget allocation of $60,000. The total project cost, based on the submitted proposal, is $59,940.71, which includes all equipment, installation, system programming, training, shipping, and applicable taxes . As such, the project will be completed within the approved budget and does not require any additional appropriation.

Approved as to Form:

Stephen R. Cooper, City Attorney

BAFO E1 AV Pricing Sheet 2024 BPM006242

Manufacturer	Minimum Discount Percent Off List Price
360 Broadcast Systems	
3M	
Acco Brands	
Accutech	
ACE Backstage	
ACM	
Acoustical Solutions	
Acoustics First	
Acrovista	
Actiontec	
Adaptive Technologies (ATM Flyware)	
Adesso	20%
ADI	15%
Adobe	
ADS	
Advent	
AFL TELECOMMUNICATIONS	
AGI	
Aiphone	
Airtame	
AirWatch	
AITech	
AJA	
AKG	20%
Alcorn McBride	22%
Allen & Heath USA	10%
Allen Products	
Almo Pro	20%
Altec Lansing	18%
Altinex	17%
Altronix Corp	
Ambico	
AMK Iinnovations	
Amplivox Sound Systems	
AMSECO/POTTER	
AMX	30%
Analog Way	30%
Anchor Audio, Inc.	20%
Andy Ho and Associates	
Anixter	30%
Antaira Technologies	
Anthro	
Anton Bauer	
Anvil Cases	18%

NOTE: Please add any

Anywhere Cart	
Apantac LLC	
APC	18%
Aphex	
Apollo Audio Visual	
Apple Computer Inc	
Applied Magic	
APW President	
Arlington Industries	**28%**
Arrow Wire & Cable	
Aruba	
Ashley Audio	25%
Astatic	
Astra Communication	
Asus	**5%**
Atlas Sound L.P.	30%
Atlona Sound	20%
Attero Tech	20%
Audinate	10%
Audio Enhancement	
Audio Video Furniture International (AVFI)	25%
Audio Visual Technical	
Audio-Technica USA Inc.	22%
Audiovox	
Audix Corporation	20%
Aurora Multimedia	
Australian Monitor	
Autocue	
AV Innovations	
AV Pro	15%
AV Rover	
AVer	20%
AVer Information	20%
AverMedia Technologies	20%
Aviom	
Avlex	
Avocent	
AVPro Connect	
AVTEQ	
Axis	15%
Azden	
Balt	
Barco Inc	10%
Beachtech	
Behringer	25%
Belden Wire & Cable, Co	25%
Belkin	

Bell Equipment	
BenQ	
Berk-Tek	
Beyer Dynamic	18%
Biamp Systems	25%
Black Box	
Black Magic Design	10%
Blonder Tongue	10%
Bogen Audio	25%
Bosch	10%
Bose	
Boxlight	20%
Bretford	
Brightsign	15%
Broad Data	
Bryce	
BSS Audio	25%
BSW	25%
BTX Technologies	25%
Buhl	
Burndy	
Bushnell	
Business Machine Security (BMS)	
Cables to Go (C2G)	30%
Cablofil	
CAD Audio	
Califone	
Calrad	
Cambridge Audio	17%
Cambridge Sound Management	17%
Canare	15%
Canon	10%
Carlon	
Case Logic	20%
Casio	
Catchbox	
CDI Technologies	
Cerwin Vega	
Cetacea	
Channel Plus	
Chatsworth Products	20%
Chief Manufacturing	25%
Christie Digital Systems USA	20%
Circa	
Cisco	20%
Clear One	20%
Clear Touch Interactive	

Clear-com LLC	25%
Clearvision	
Cleerline	
Clock Audio North America	21%
CommScope	15%
Community	25%
Comprehensive	
Conference Systems, Inc.	
ConnectTract	20%
Contemporary Research Corp.	15%
Cool-Lux	
Cooper B-Line Systems	
Copernicus	
Corel	
Corning	
Corning Gilbert	
Countryman Associates	20%
Courtesy AV	
Covid Inc.	27%
CPI	
Creative Concepts Audio	
Creative Soundblaster	
Crest Audio	18%
Crestron Electronics, Inc.	30%
Crown Audio	28%
Crown International	28%
CSC	
CTG Audio	
Cubix	
Curbell Electronics	
Custom Display Solutions	
Custom Products	
CX2 US	
Cyber Acoustics	
D Link	15%
D&D Security	
D&H Distributing	25%
D&M Professional	
DaLite	25%
Danley	22%
Data Video	
David & Sanford	
DBX	
Dell	10%
Denon Pro	20%
Digital Data Distributors	
Digital Projection Inc	15%

DisplayNote	
Diversitrack	
D-Link	10%
Doremi Labs	
Douglas Stewart	
DPA	18%
Draper Inc.	28%
Drawmer	
DSI Systems	
Dukane	22%
DVDO	
DWI Enterprises	34%
Eartec	
Earthwalk	
Earthworks Audio	22%
Eastern Acoustic Works	25%
Eastern Wire & Cable	
EAW	25%
Ebeam/Luidia	
Edist	
Eduscape	
EectroVoice	20%
EIKI International	21%
Eiko	
Electro Voice	20%
Electrograph	
Electro-Voice	20%
Elite Case	
Elite Screen	
Elmo USA	20%
Elo Touchsystems	20%
Empire Scientific	
Emtech Electronics Inc.	
Ensemble Designs	
Epiphan	5%
Episode	
Epson America, Inc	15%
eReplacement	25%
Ergotron	
ERICO-CADDY	
ESE	
Eurodesign Systems	
Everfocus	
Exact Furniture/Euro Design Systems	
ExhibitOne	35%
Extreme	
Extron Electronics	30%

Eyecom	
F5	
FEC	
Fender	
Fiber Options	
Finch Robot	
Fleetwood Group	
Flolight	
Fluke Networks, Inc	
Focus Enhancements	
Focus-Vitec	
For-A-Corporation of America	
Fortinet	
Fosgate-Audionics	
FrontRow/PhonicEar	20%
FSR	21%
FTR - FOR THE RECORD	22%
Fuji Film	
Fujitsu	
Fulcrum Acoustic	
Furman Sound	20%
Galaxy	
Garmin	
Gator Cases, Inc.	15%
GE security	
Gefen	18%
Genelec	
General Cable	
Gentner	
Go Guardian	
Go Pro	
Granicus	15%
Graphics Distribution Inc	
Graybar	20%
Greenlee	
Griffin	
Gumdrop	
Gyration	5%
H. Wilson	
Haivision Network Video	
Hall Research	22%
Hamilton Buhl	25%
Hapara	
Harman	25%
Harmon Pro	25%
Hayes Systems	
HD	

Healthcare Information, Inc.	
Help Alert	
Hitachi Accessories	
HME	
Hoffman	
Hooper Camera	25%
HOSA	15%
Hotronics	
HP Hewlett Packard	
Hubbell	
Hypersign	
IDEAL	
IEC	
Ikan	
Infocus	15%
Ingram Micro	
Innovative Electrical & Computing	
Innovox Audio	15%
Inogeni	
Intelix	20%
Inter M	20%
Inter Technologies Corporation	
Interlink	
IOGEAR	20%
Jabra	15%
James Loudspeakers	
JBL	25%
Jelco	15%
JK Audio	
Juice Goose	20%
Juniper	22%
Jupiter Systems	22%
Just Add Power	
Just Lamps	
JVC	20%
Kanex	
Kastar	25%
KBC	
Ken-A-Vision	
Kensington	15%
Kenwood	20%
Kingston	22%
Klark Teknik	20%
Klipsch	22%
Knox Video Products	
Konica Minolta	10%
Konig and Myer	

Kramer Electronics USA	28%
K-Tech	
Kwickboost	
Lab Gruppen	24%
L-Acoustics	
Laird Telemedia	
LaRoe	
Lectrosonics	
Legrand	
Leightronix	
LenCore	
Lenmar	
Leon Speakers	
Level 3 Audio Visual	
Leviton	25%
Lexicon	
LG Electronics	21%
Liberty AV Solutions	30%
Lifesize	
Lightspeed	
Link Electronics	
Linksys	15%
Listec	
Listen Technologies Corp.	20%
LittleLite	
Livescribe	
LocknCharge	
Logicalis (LOG)	
Logitech	10%
Lorex	
Loud Technologies	
Lowell Mfg	20%
Lowepro	
Lumens	20%
Luxor	25%
LUXUL	20%
Lyntec	
MA Labs	
Mack Warranties	
Mackie Designs, Inc.	20%
Magenta Research	
Magic Box	
Magnavox	
Manfrotto	
Marantz	20%
Marantz Pro	20%
Marshall Electronics Inc.	15%

Marshall Furniture	
Martin Audio, Ltd.	20%
Martin Logan	25%
Matthews Studio Equipment	
Max Cases	
MAX Interactive	
Maxcell	
MCM Electronics	
Media Vision USA	
Mediatech	
Mersive	20%
Meyer Sound	18%
Microboards Technology	
Microsemi	
Microsoft	
Midas	22%
Middle Atlantic	30%
Miller Camera	
Mimio	
MiPro	
Mitsubishi Electric US	
Monoprice	22%
Mooreco	
Mother Lode Van & Storage, Inc	
Motorola	
MOTU	25%
Mountain West	
MPC Educational Systems	
Mustang	20%
Mux Lab	
Nady Systems	16%
Nanolumens	20%
Navitar	
NEC Display Solutions	
NetApp	
Netgear	20%
Network Video Technologies	
Newline	25%
Newtek	20%
Nikon	
Niles Audio	
Nimble	
Norcon	
Nova Solutions	
Nuetrik	
NuOptic	
Nureva	10%

Nutanix	
Oconnor Engineering	
Oklahoma Sound Corp	
Olympus	10%
Omnimount Systems	
Omnirax	
On Stage	
One Source Video	30%
One Systems	
Onkyo	25%
Opamp	
OpenDNS	
Optoma	25%
Ortronics	
Oval Window	
OWI	25%
Oxmoor Corporation	
PAKEDGE	
Panasonic	15%
Panduit	15%
Panel Crafters	
Parasound	
Paso Sound	
PDI Communication Systems	
Peavey Electronics	15%
Peerless Industries Inc.	25%
Pelco	15%
Pelican	20%
Philips Electronics	
Phoenix Audio	
Phonic Ear/FrontRow	
Picture Phone Direct	
Pioneer	22%
Planar Systems Inc	20%
PlanITRoi	
Plantronics	10%
Plus Vision	
Polk Audio	
POLYCOM	18%
Polyvision	
Porta-Brace	
Porter Case	
PowerDsine	
Powergistics	
Powersoft	22%
Premier Mounts	25%
Premise One	

Presentation Switchers	
PreSonus Audio Electronics	25%
Pro Co Audio	
Proco Sound	
Procon Technology USA	
PROLABS	
Proline	
Promark	
Promaster	20%
Promax	
Promethean	20%
Promounts	
Prompter People	
Protech Marketing	25%
Proxima	
PTZ Optics	
PURE STORAGE	
Pyle Pro	20%
Qomo	
QSC Audio Products, Inc.	23%
Quam Nichols	
Quartet	
Quickset	
QVS	
Qwizdom	
Radio Design Labs (RDL)	22%
Rane	24%
Rapco	25%
Raxxess	
Raytec	
RCA	
RCI	
Recordex	
Renaissance Learning	
Renkus-heinz Inc.	25%
RevelTV	
REVOLABS	25%
RF Technologies	
RGB Spectrum	15%
Ricoh	
RM Educational	
RME	
Rode	15%
Roland Systems Group	15%
Rolls	
RP Visual Solutions	
RSA (EMC)	

RSF International	
RTS	18%
Rugged Protection	
Sabine	26%
Sacom	
Safari Montage	
Samson Technologies	20%
Samsung	15%
Samsung Techwin	
Sanako	
Sandisk	
Sanyo	
Scala Broadcast Multimedia	
ScanDo	
Scansource	20%
School Asset Manager (SAM)	
Screenbeam	8%
SDC	
Security Works	
Semtron	
Sennheiser Electronics Corp.	25%
Sharp Electronics Corporation	20%
Shoreview	
Shure Incorporated	25%
Sierra Video Systems	
Sigma Electronics	
Signage Valet	
Sima Products Corp	
SimCore Technologies	
SIMStation	
Singlewire	
SKB Cases	
Slik Tripods	
Smart	
Smith Systems	
Smith Victor	
SMK-Link	
Smotlz Distributing	
SnapAV Episode	
Solarwinds	
Sonance	
Sonic Foundry Inc.	
Sony Electronics	15%
Sound Advance	
Sound Craft	20%
Sound Projections	
Sound Tech	

Sound Video Systems (AV Rover)	
Soundcraft	24%
Soundtube	25%
SP Controls	
SpeakerCraft	
Specco Technologies	
Specified Technologies Inc (STI)	
Spectrum Industries	28%
Spinetix	
Spinitar	
Stampede Presentation Products	
Star Tech	20%
Starboards	
Starin Distribution	25%
StarTech	20%
Staymobile	
Steadicam	
Stewart Audio	15%
Stewart Filmscreen Corporation	15%
STM Goods	
STS-Sigma Technology	
Sunbrite	15%
Superior Essex	
Surgex	15%
SVS Inc.	
SVSI	
Swivl	
Sylvania	
Symetrix	
Syn-Apps	
Synergy	
Synnex	25%
SYSTIMAX	
T2 Supply	
Tamrac	
Tannoy	25%
Targus	
Tascam	15%
TC Group	
Teac	
Teach Logic, Inc	
Tech Data	25%
Tech Innovations	
TechLogix Networx	
Technical Necessities	25%
Technomad	
Telex	15%

Telvue	
Texas Instruments	
The Screen Works	
The Siemon Company	
ThinkWrite	15%
Thomas & Betts	
Thule	
Tiffen	
TOA Electronics Inc.	30%
Toner Equipment Cable	20%
Tools4ever	
Toshiba America Consumer	
Totevision	
Track Technology Systems	
Tripplite	25%
Triumph Boards	
Troxell Products	
Turbo Sound	22%
TV One Broadcast	20%
Tychon Systems	
Ultimate Support	
Ultrak	
Uniprise	
V7	
Vaddio	20%
Valcom	
Van San	
Vanguard	
Varitronic, LLC	
Vari-Zoom	
VBrick	
VDO	
VEC	
Velcro USA	
Verbatim	
Videonics	
Videotek	
Vidpro	
ViewSonic	15%
ViewZ	
Viking	
VIQ	25%
VisionTek	
Visix, Inc.	
Vista System	
Vitec Videocom	
Vivitar	

Vivitek	25%
Vizio	
Vutec	
VWR Technologies	
Vyopta	
Walltalkers	30%
West Penn	25%
Westinghouse	
Whirlwind	20%
Williams Sound Corp	25%
Windstead	
Windy City Wire	25%
Winstead	
Wiremold	20%
Wiremold/Legrand	20%
Wolfvision, Inc.	15%
Xantech	20%
XIRRUS	
Yamaha Corporation of America	15%
Yamaha Pro	15%
Yealink	25%
Yeastar	
Zebra Technologies	
ZeeVee	20%
Televic	**20%**
Zoom	**5%**
Eiki International	21%
Focusrite	20%
Genspeed	24%
Phillips	22.0%
Theory US	25%
Nureva	10%
SoundSolution Group	10%

r additional Manufacturers not already listed to the bottom of the list and make the text a different co

ɔlor.

Manufacturer	Minimum Discount Percent Off List Price
Acco Brands	
Accutech	
ACM	
Actiontec	
Adaptive Technologies	
Adesso	20%
ADI	15%
ADS	
Advent	
AGI	
Aiphone	
Airtame	
AITech	
AJA	10%
AJA Video	
AKG	20%
Allen & Heath	10%
Allen Products	
Almo Pro	20%
Altec Lansing	18%
Altinex	17%
Altronix Corp	
Ambico	
AMK	
Amplivox Sound	
AMX	30%
Analog Way	30%
Anchor Audio	
Andy Ho and Associates	
Anixter	30%
Antaira Technologies	
Anthro	
Anton Bauer	
Anvil Cases	
Anywhere Cart	
APC	18%
Apollo Audio Visual	
Applied Magic	
APW President	
Aruba	
Ashley Audio	25%
Astatic	
Astra Communication	
Asus	5%
AtlasIED (Atlas Sound)	30%

NOTE: Please add any

Atlona	20%
AtteroTech	20%
Audio Technica	22%
Audio Video Furniture International (AVFI)	25%
Audio Visual Technical	
Audiovox	
Audix	20%
Aurora	
Australian Monitor	
Autocue	
AV Innovations	
AV Pro	15%
AV Rover	
AVer	20%
AVer Information	20%
AverMedia Technologies	20%
Avocent	
Avteq	
AXIS	
Axis Cameras	15%
Axis Communications	
Azden	
Balt	
Barco	10%
Barix	
Beachtech	
Behringer	25%
Belden Broadcast	25%
Belden Wire & Cable Co.	
Belkin	8%
Bell Equipment	
BenQ	15%
Beyerdynamic	18%
BiAMP	30%
Biamp Systems	25%
Bittree	
Black Box	
Blackmagic Design	10%
Blonder Tongue	10%
BMS Business Machine Security	
Bogen Audio	25%
Bosch	10%
Bose	
Boxlight	20%
Bretford	
Brightsign	15%
Broad Data	

Bryce	
BSW	25%
BTX Technologies	25%
Buhl	
Bushnell	
Business Machine Security (BMS)	
C2G (Cables to Go)	30%
Califone	
Canare	15%
Canon	10%
Case Logic	20%
Casio	
Catchbox	
CDI Technologies	
Cerwin Vega	
Cetacea	
Channel Plus	
Chauvet	
Chief Manufacturing	25%
CISCO VTC	10%
Clear Touch Interactive	
ClearCom	25%
Clearone Communications	20%
Clearvision	
Cleerline	
Coby	
Comcables	15%
Communication Specialities	
Community	25%
Comprehensive	
Conference Systems, Inc.	
ConnectTract	20%
Cool-Lux	
Copernicus	
Corel	
Countryman	
Courtesy AV	
Covid	27%
Creative Concepts Audio	
Creative Soundblaster	
Creston	30%
Crestron Electronics, Inc.	30%
Crown Audio	
Cubix	
Curbell Electronics	
Custom Display Solutions	
Custom Products	

CX2 US	
Cyber Acoustics	
D LINK	15%
D&D Security	
D&H Distributing	25%
D&M Professional	
DaLite	25%
Data Video	
David & Sanford	
DBX	
Dell	10%
Denon	20%
Digital Data Distributors	
Digital Security Controls	
Digital Watchdog	
Display Devices	
DisplayNote	
Diversitrack	
DJI	
D-Link	10%
Doremi Labs	
Douglas Stewart	
Draper	28%
DSI Systems	
Dukane	22%
DVDO	
DWI Enterprises	34%
Eartec	
Earthwalk	
Ebeam/Luidia	
Edist	
Eduscape	
Eiki	21%
Eiko	
Electrograph	
ElectroVoice	
Elite Case	
Elite Screen	
Elmo	20%
Elo Touchsystems	20%
Empire Scientific	
Epiphan	5%
Epson	15%
eReplacement	25%
Ergoguys	
Ergotron	12%
ESE	

Eurodesign Systems	
Everfocus	
Exacq Technologies	
Exact Furniture/Euro Design Systems	
EXHIBITONE	35%
Extron Electronics	30%
Eyecom	
FEC	
Fender	
Fiber Options	
Finch Robot	
Fleetwood Group	
FLIR	
Flolight	
Focus Enhancements	
Focus-Vitec	
For-A-Corporation of America	
Fosgate-Audionics	
FrontRow/PhonicEar	
FSR	21%
FTR - FOR THE RECORD	22%
Fuji Film	
Fujitsu	
Furman	
Galaxy	
Garmin	
Gator Cases	15%
GE security	
Gefen	18%
Gentner	
Geovision	
Go Guardian	
Go Pro	
Granicus	15%
Graphics Distribution Inc	
Grass Valley/Miranda	
Graybar	20%
Griffin	
Gumdrop	
Gyration	5%
H. Wilson	
Haivision Network Video	
Hall Research	22%
Hamilton/Buhl	25%
Hapara	
Harmon Pro	25%
Hayes Systems	

Healthcare Information, Inc.	
Help Alert	
HES Innovation	
HID	
Hikvision	
Hitachi Accessories	
Honeywell	
Hooper Camera	25%
Hosa	15%
Hotronics	
Hovercam	
HP Hewlett Packard	5%
HuddleCam	
Huddly	20%
Hypersign	
IC Realtime	
IEC	
Ikan	
INFAX	
Infocus	15%
Ingram Micro	22%
Innovative Electrical & Computing	
Inogeni	
Intel	
Intelix	20%
Inter M	
Interlink	
IOGEAR	20%
Jabra	15%
JBL	25%
Jelco	15%
Just Lamps	
JVC	20%
Kanex	
Kastar	25%
Ken-a-vision	
Kensington	15%
Kenwood	20%
Keyscan	
Kingston	22%
Knox Video Products	
Kodak	
Konica Minolta	10%
Konig and Myer	
Kramer	28%
K-Tech	
Kwickboost	

Laird Telemedia	
LaRoe	
Lectrosonics	
Legrand	
Leightronix	
Lenmar	
Lexar	
LG Electronics	21%
Liberty AV Solutions	30%
Lifesize	
Lightspeed	
Link Electronics	
Linksys	15%
Listec	
Listen Technologies	
LittLite	
Livescribe	
LocknCharge	
Logitech	10%
Lorex	
Loud Technologies	
Lowell Mfg	20%
Lowepro	
Lts	
Lumens	20%
Luxor	25%
Lyntec	
MA Labs	
Mack Warranties	
Mackie Designs	20%
Magic Box	
Magnavox	
Manfrotto Imaging	10%
Marantz	20%
Marshall Electronics	15%
Marshall Furniture	
Matthews Studio Equipment	
Max Cases	
MAX Interactive	
Maxell	
MCM Electronics	
Media Vision	
Mediatech	
Meyer Sound	
Microboards Technology	
MicroSemi	
Microsoft	

Middle Atlantic	
Milestone	
Miller Camera	
Mimio	
Mitsubishi	
Mooreco	
Motherlode Van & Storage, Inc	
Mountain West	
MPC Educational Systems	
Nady Systems	20%
Nanolumens	20%
Navitar	
NEC	
Net Gear	
Netgear	20%
Network Video Technologies	
Newline	25%
Newtek	20%
Nikon	10%
Norcon	
Nova Solutions	
Nuetrik	
Oconnor Engineering	
Oklahoma Sound	
Olympus	10%
Omni Mount	
Omnimount Systems	
Omnirax	
On Stage	15%
One Source Video	30%
Opamp	
Optoma	25%
OWI	25%
Panacast	
Panasonic	15%
Panduit	15%
Panel Crafters	
Pansonic	
Paso Sound	
Paxton	
PDI Communication Systems	
Peavy Electronics	15%
Peerless	25%
Pelco	15%
Pelican	20%
Phillips	22%
Phonic Ear/FrontRow	

Pioneer	22%
PlanITRoi	
Plantronics	10%
Plus Vision	
POLYCOM	18%
Porta-Brace	
Porter Case	
Powergistics	
Premier Mounts	25%
Premise One	
Presentation Switchers	
Presonus	
Proco Sound	
Procon Technology USA	
Proline	
Promark	
Promaster	20%
Promax	
Promethean	20%
Promounts	
Prompter People	
Protech Marketing	25%
Proxima	
PTZ Optics	20%
Pyle	20%
Qomo	
QSC Audio Products	23%
Quartet	
Quickset	
QVS	
Qwizdom	
Radio Design Labs (RDL)	22%
Rane	
Raxxess	
Raytec	
RAZBERI	
RCA	
RCI CUSTOM	
Recordex	
Renaissance Learning	
RevelTV	
Revolabs	
RF Technologies	
RGB Spectrum	15%
Ricoh	
RM Educational	
Rode	

Roland Systems Group	15%
RS2	
Rugged Protection	
Sabine	26%
Safari Montage	
Samson Technologies	
Samsung	15%
Sanako	
SanDisk	20%
Sanfran Morpho Trust USA	
Sanyo	
ScanDo	
Scansource	20%
School Asset Manager (SAM)	
Screenbeam	8%
SECO-LARM	
Secruitron	
Security Works	
Sennheiser	
Sharp Electronics Corporation	20%
Shoreview	
Shure	
Sierra Video Systems	
Sigma Electronics	
Signage Valet	
Sima Products Corp	
SimCore Technologies	
SIMStation	
SKB Cases	
Slik Tripods	
Smart	
Smith Systems	
Smith Victor	
SMK-Link	
Smotlz Distributing	
Sonance	
Sonic Foundry Inc.	
Sony Electronics	15%
Sound Advance	
Sound Projections	
Sound Tech	
Sound Video Systems (AV Rover)	
Soundcraft	24%
SP Controls	
Specco Technologies	
Spectrum Industries	28%
Spinetix	

Spinitar	
Stampede Presentation Products	
Starboards	
Starin Distribution	25%
Startech	20%
Staymobile	
Steadicam	
Stewart Audio	15%
Stewart Filmscreen	15%
STM Goods	
STS-Sigma Technology	
Surgex	15%
SVS Inc.	
Swivl	
Sylvania	
Symetrix	
Synergy	
Synnex	25%
T2 Supply	
Tamrac	
Tannoy	25%
Targus	
Tascam	15%
TC Group	
Teac	
Teach Logic	
Tech Data	
Tech Innovations	
Tech LogiX	
Technical Necessities	25%
Technomad	
Telex	15%
Telvue	
Texas Instruments	
The Screen Works	
ThinkWrite	
Thule	
Tiffen	10%
Tightrope Media Systems	
TOA Electronics	30%
Toner Equipment Cable	20%
Toshiba America Consumer	
ToteVision	
Track Technology Systems	
Transend	
Tripp Lite	25%
Triumph Boards	

Troxell Products	
Turbo Sound	22%
Tychon Systems	
Ubiquity	5%
Ultimate Support	
Ultrak	
V7	
Vaddio	20%
Valcom	
Van San	
Vanguard	
Vari-Zoom	15%
VDO	
VEC	
Velbon/Hakuba	
Verbatim	
Videolarm	
Videonics	
Videotek	
Vidpro	
ViewSonic	15%
ViewZ	
VIQ	25%
VisionTek	
Vitec Videocom	
Vivitar	
Vivitek	25%
Vivotek	
Von Duprin	
Vutec	
VWR Technologies	
Walkera	
Walltalkers	30%
West penn	25%
Westinghouse	
Whirlwind	20%
WIFITEXAS	
Williams Sound	25%
Winstead	
Wiremold/Legrand	20%
Wolfvision, Inc.	15%
Xantech	20%
Yamaha	15%
Absen	15%
Alcorn McBride	22%
Arlington Industries	28%

Audinate	10%
Chatworth Products	20%
Contemporary Research	15%
Digital Projection	15%
Ubiquiti	5%
Juice Goose	20%
Juniper	22%
Klark Teknik	20%
Lab Grupen	24%
Leviton	25%
LUXUL	20%
Mersive	20%
Monoprice	22%
Mustang	20%
Planar	20%
Sunbrite	15%
TV ONE Broadcast	20%
Windy City Wire	25%
Televic	20%
Smith Victor	15%

Eiki International	21%
Focusrite	20%
Genspeed Cables	24%
PTZ Optics	20%
Phillips	20%
Nureva	10%
Sound Solution Group	10%

r additional Manufacturers not already listed to the bottom of the list and make the text a different co

olor.

Minimum Discount Percent Off List Price	Discount Percent Off List Price
3M	
Absen Inc.	15%
AC Infinity	
Acco Brands	
Accutech	
ACE Backstage	
Acko	
ACM	
Acoustical Solutions	
Actiontec	
Adaptive Curriculum	
Adaptive Technologies	
Adesso	
ADI	15%
ADS	
Advent	
AGI	
Aiphone	
Airtame	
AITech	
AJA Video	10%
AKG	20%
Alcorn McBride	22%
Allen & Heath	10%
Allen Products	
Almo Pro	20%
Altec Lansing	18%
Altinex	17%
Altronix	
Ambico	
AMK	
Amplivox Sound	
AMX	
Analog Way	30%
Anchor Audio, Inc.	20%
Andy Ho and Associates	
Anixter	30%
Antaira Technologies	
Anthro Furniture	
Anton Bauer	
Anvil Cases	
Anywhere Cart	
Apantac LLC	
APC (American Power Conversion)	18%

NOTE: Please add any

Apollo Audio Visual	
Apple Computer Inc	
Applied Magic	
APW President	
ARDL (Augmented Reality)	
Arista	
Armagard	
Aruba	
Ashley Audio	25%
Astatic	5%
Astra Communication	
Asus	5%
AT&T	
Atlas IED	30%
Atlona	20%
AtteroTech	20%
Audinate	10%
Audio Video Furniture International (AVFI)	25%
Audio Visual Technical	
Audio-Technica USA Inc.	22%
Audiovox	20%
Audix Corporation	
Aurora Multimedia	
Australian Monitor	
Autocue	
AV Innovations	
AV Pro	15%
AV Rover	
AVer	20%
AVer Information	20%
AVerMedia Technologies	20%
Aveteq	
AVID	5%
Avitech	
Avocent	
Avteq	
Axis Communications	15%
Azden	
Balance Box	
BALT / BEST RITE / MOORECO	
Barco Inc	10%
Barix	
Beachtech	
Behringer	25%
Belden Wire & Cable Co.	25%
Belkin	15%
Bell Equipment	

BenQ Inc	15%
Beyerdynamic	
Biamp Systems	25%
Bittree	
Black Box	
Blackmagic Design	10%
Blonder Tongue	10%
BMS (Business Machine Security)	
Boeckeler Instruments	
Bogen	25%
Bosch	10%
Bose	
Boxlight	20%
Bretford Manufacturing	
Brightsign	15%
Broad Data	
Broadcast Pix	
Broadcast Vision	
Brother	
Bryce	
BSS Audio	25%
BSW	25%
BTX Technologies	25%
Buhl	
Bushnell	
Business Machine Security (BMS)	
C2G (Cables to Go)	30%
Califone International	
Cambridge Audio	17%
Cambridge Sound Management	17%
Canare	15%
Canon	
Case Logic	
Casio	
Catchbox	
CDI Technologies	
Cerwin Vega	
Cetacea	
Channel Plus	
Channel Vision	
Chauvet	
Chauvet Pro	
Chief Manufacturing	25%
Chief Video	25%
Christie Digital	20%
Cisco	20%
Clear Touch Interactive	

ClearCom	25%
ClearOne	20%
Cleartouch	
Clearvision	
Cleerline	
ClockAudio	
Coby	
Coleder	
Comcables	15%
Commscope	15%
Communication Specialties	
Community	25%
Compix	
Comprehensive	
Conference Systems, Inc.	
ConnectTract	20%
Contemporary Research	15%
Cool-Lux	
Copernicus	
Copernicus (iRover)	
Corel	
Countryman Associates	20%
Courtesy AV	
Covid Inc.	27%
Creative Concepts Audio	
Creative Soundblaster	
Crest Audio	18%
Crestron Electronics, Inc.	30%
Crimson	
Crown Audio	28%
Crown International	28%
Cubix	
Curbell Electronics	
Custom Display Solutions	
Custom-Products/Eurodesign	
CX2 US	
Cyber Acoustics	
D LINK	10%
D&D Security	
D&H Distributing	25%
D&M Professional	
Da-Lite Screen Company, INC	25%
Danley	22%
Data Video	
Datapath	
DataVideo	
David & Sanford	

dbx	
Dell	10%
Delphi Display Systems	
Dennon/Marantz	20%
Denon	20%
Denon Pro	20%
Diamond Lamps	
Digital Data Distributors	
Digital Projection Inc	15%
Discover Video	
Displax	
Display Devices	
DisplayNote	
Diversitrack	
D-Link	
DNP	
Doremi Labs	
Douglas Stewart	
Draper Inc.	
Drawmer	
DSI Systems	
DSX	
DTEN	
Dukane	22%
DVDO	
DWI Enterprises	24%
Eartec	
Earthwalk	22%
Eastern Acoustic Works	25%
EAW	25%
EBEAM (Luidia)	
Edist	
Eduscape	
EectroVoice	20%
Eiki	21%
Eiko	
Elan	
Electrograph	
Electrovoice	
Elite Screens	
Elmo USA	20%
ELO	20%
Empire Scientific	
Ensemble Designs	
Epiphan	
Epson	15%
eReplacement	25%

Ergotron	12%
ESE	
Eurodesign Systems	
Everfocus	
Exact Furniture	
EXHIBITONE	35%
Extron Electronics	30%
Eyecom	
FEC	
Fender	
Fiber Options	
Finch Robot	
Fleetwood Group	
Flolight	
Focus Enhancements	
Focus-Vitec	
For-A-Corporation of America	
Forbes Industries	
Fortinet	
Fosgate-Audionics	
FrontRow / PhonicEar	20%
FrontRow ToGo	
FSR	21%
FTR - FOR THE RECORD	22%
Fuji Film	
Fujitsu	
Fulcrum Acoustic	
Furman	20%
Galaxy	
Garmin	
Gator Cases	15%
GE security	
Gefen	
Gentner	
Go Guardian	
Go Pro	
Google	
Granicus	15%
Graphics Distribution Inc	
Grass Valley/Miranda	
Graybar	20%
Griffin	
Gumdrop	
Gyration / SMK	5%
H. Wilson	
Haivision Network Video	
Hall Research	22%

Hamilton/Buhl	
Hapara	
Harman	25%
Harmon Pro	25%
Hayes Systems	
Healthcare Information, Inc.	
Heckler Design	
Help Alert	
High Criteria	
Hiperwall	
Hitachi	
Holland	
Hooper Camera	
HOSA	15%
Hotronics	
HoverCam	
HP Hewlett Packard	
HSARolltops	
Hubbell	
Huddlecam	
Hypersign	
IC Realtime	
IEC	
Ikan	
Immedia	
INFAX	
Infocus	15%
Ingram Micro	
Innovative Electrical & Computing	
Innovox Audio	15%
Inogeni	
InSight	
Intel	
Intelix	20%
Inter M	20%
Inter Technologies Corporation	
Interlink	
IOGEAR	20%
iRoom	
Jabra	15%
JBL	25%
Jelco	15%
Juice Goose	20%
Jupiter Systems	22%
Just Add Power	
Just Lamps	
JVC	20%

JVC (Broadcast)	
Kanex	
Kaptivo	
Kastar	
Ken-A-Vision	
Kensington	
Kenwood	
Keywest Technologies	
Kingston	
Knox Video Products	
Konftel	
Konica Minolta	
Konig and Myer	
Kramer AV	28%
KSI	
K-Tech	
Kwickboost	
Lab Gruppen	24%
L-Acoustics	
Laird Telemedia	
Lamps	
LaRoe	
Lectrosonics	
Legrand AV	
Leightronix	
Lenmar	
Lenovo	
Leon Speakers	
Level 3 Audio Visual	
Leviton	25%
Lexicon	
Leyard	
LG Electronics	21%
Liberty AV Solutions	30%
Lifesize	
Lightspeed	
Link Electronics	
Linksys	15%
Listec	
Listen Technologies	20%
LITTLITE	
Livescribe	
LocknCharge	
Logitech	10%
Lorex	
Loud Technologies	
Lowell Mfg	20%

Lowepro	
Ludia (eBeam)	
Lumens Integration, Inc	20%
Lutron	
Luxi Electronics	
Luxor	25%
Luxul	20%
Lyntec	
MA Labs	
Mack Warranties	
Mackie Designs	20%
Magenta Research	
Magewell	
Magic Box	
Magnavox	
Manfrotto	10%
Marantz	20%
Marshall Electronics	15%
Marshall Furniture	
Martin	20%
Matthews Studio Equipment	
Max Cases	
MAX Interactive	
Maxell	
MCM Electronics	
Media Vision	
MediaCAST	
Mediatech	
Meraki Antennas	
Mersive	20%
Meyer Sound	18%
Microboards Technology	
MicroSemi	
Microsoft	
Midas	22%
Middle Atlantic	30%
MikroTik	
Miller Camera	
Miller’s Millwork (Lecterns)	
Mimio	
Mitsubishi	
Moore Co	
Motherlode Van & Storage, Inc	
MOTU	25%
Mountain West	
MPC Educational Systems	
Mustang	20%

Nady Systems	16%
Nanolumens	20%
Navitar	
Ncast	
NEC	
Netgear	20%
Network Display Systems	
Network Video Technologies	
Newline	25%
Newtek	20%
Niagara Video Corporation	
Nigel-B	
Nikon	
Norcon	
Nova Solutions	
Nuetrik	
Oconnor Engineering	
Oklahoma Sound	
Olympus	
Omnimount Systems	
Omnirax	
On Stage	
One Source Video	30%
Onkyo Professional	25%
Opamp	
Optoma USA	25%
Osprey Video	
OWI	25%
Pakedge	
Panasonic	15%
Panduit	15%
Panel Crafters	
Paso Sound	
PDI Communication Systems	
PDR	
Peavy Electronics	15%
Peerless-AV	25%
Pelco	15%
Pelican	20%
Phihong	
Phillips	
Phoenix Audio Technologies	
Phonic Ear/FrontRow	
Phybridge	
Pico Digital	
Pico Macom	
Picture Phone Direct	

Pioneer	22%
Planar Systems Inc	20%
PlanITRoi	
Plantronics	10%
Plus Vision	
PointMaker	
POLYCOM	18%
Polyvision	
Porta-Brace	
Porter Case	
Powergistics	
Premier Mounts	25%
Premise One	
Presentation Switchers	
Presonus	25%
Pro Co Sound	
Procon Technology USA	
Projection Design	
Proline	
Promark	
Promaster	
Promax	20%
Promethean	
Promounts	
Prompter People	
Protech Marketing	25%
Proxima	
PTZ Optics	20%
PureLinkAV	
Pyle	20%
Qomo	
QSC Audio Products Inc.	23%
Quam Nichols	
Quartet	
Quickset	
QVS	
Qwizdom	
Radio Design Labs (RDL)	22%
Rane	24%
Raxxess	
Raytec	
RCA	
Reach Media	
Recordex	
Renaissance Learning	
Renkus-heinz Inc.	25%
RevelTV	

Revolabs	
RF Technologies	
RGB Spectrum	
Ricoh	
Risevision	
RM Educational	
Rode	15%
Roland Systems Group	15%
Rolls	
RP Visual Solutions	
RSF International	
Ruckus	
Rugged Protection	
Sabine	
Safari Montage	
Samson Technologies	20%
Samsung	15%
Sanako	
SanDisk	
Sanyo	
Scala Broadcast Multimedia	
ScanDo	
Scansource	20%
School Asset Manager (SAM)	
Screen Innovations	
Screenbeam	8%
Security Works	
Sennheiser Electronics Corp	25%
Sharp	20%
Shoreview	
Shure Incorporated	25%
Shuttle	
Sierra Video Systems	
Sigma Electronics	
Signage Valet	
Signtronix	
Sima Products Corp	
SimCore Technologies	
SimplyNUC	
SIMStation	
SKB Cases	
Slik Tripods	
Smart Technologies	
SmarterSign	
Smith Systems	
Smith Victor	
SMK-Link	

Smotlz Distributing	
SnapAV	
Sonance	
Sonic Foundry Inc.	
Sony Electronics	15%
Sound Advance	
Sound Projections	
Sound Tech	
Sound Tube	25%
Sound Video Systems (AV Rover)	
Soundcraft	20%
Soundtube	
SP Controls	
Specco Technologies	
Spectrum Industries	28%
SpinetiX	
Spinitar	
Spracht	
Stampede Presentation Products	
Star Tech	20%
StarBoard	
Starin Distribution	25%
Starleaf	
StarTech	20%
Staymobile	
Steadicam	
Stewart Audio	15%
Stewart Filmscreen	15%
STM Goods	
STS-Sigma Technology	
Sunbrite	15%
SurgeX	15%
SVS	
SVSi - SEE AMX, now part of AMX	
Swivl	
Sylvania	
Symetrix	
Syn-Apps	
Synergy	
Synnex	25%
T2 Supply	
Taiden	
Tamrac	
Tannoy	25%
TAPit	
Targus	
Tascam	15%

TC Group	
Teac	
TeachLogic	
Team Board	
Tech Data	
Tech Innovations	
TechGlobal	
TechLogix	
Technical Necessities	25%
Technomad	
TEI- Visix	
Telex	15%
Telvue	
Texas Instruments	
The Screen Works	
ThinkWrite	
Thule	
Tiffen	
Tightrope Media Systems	
TOA Electronics	30%
Toner Equipment Cable	20%
Toshiba America Consumer	
Totevision	
Touch Systems	
Track Technology Systems	
Trendnet	
Tripp Lite	25%
Triumph Boards	
Troxell Products	
TruTouch	
Turbo Sound	22%
Turning Technologies	
TV One Broadcast	20%
tvONE	
Tychon Systems	
Ubiquiti Networks	
Ubiquity	5%
Ultimate Support	
Ultrak	
Unilumin	
V7	
Vaddio	20%
Valcom	
Van San	
Vanguard	
Varitronic, LLC	
Vari-Zoom	

Vbrick	
VDO	
VEC	
Verbatim	
Videonics	
Videotek	
Vidpro	
Viewcast	
ViewSonic	15%
ViewZ	
VIQ Solutions	25%
VisionTek	
Visix	
Visonary Solutions	
Vista System	
Vitec Videocom	
Vivitar	
Vivitek	25%
Vmware	
Vutec	
VWR Technologies	
WALLTALKERS	30%
wePresent	
West Penn	25%
Westinghouse	
Whirlwind	20%
WIFITEXAS	
Williams Sound Corp	25%
Windy City Wire	25%
Winstead	
Wiremold/Legrand	20%
Wolfvision, Inc.	15%
WyreStorm	
Xantech	20%
Yamaha	15%
ZeeVee	
Zhone	
Z-Space	
Monoprice	22%
Yealink	25%
	20%

LG Electronics	21%
Eiki International	21%
Focusrite	20%
Genspeed Cables	24%
Phillips	20%
Nureva	10%

r additional Manufacturers not already listed to the bottom of the list and make the text a different co

ɔlor.

Manufacturer	Minimum Discount Percent Off List Price
Chauvet	15
Shure	25
Yamaha	15
MA Lighting	20
Audio Press Box	15
Whirlwind	10
ETC	22
Elation	15
Audinate	10
Adaptive Technologies	10
Global Truss	15
Light source	15
Smith Victor	18
Sennheiser	25
ChromaKey	20
Panasonic	15
Monoprice	22%
Yealink	25%
LG Electronics	21%
Heckler	10%

Note: List t

types of Production, Lighting and/or Staging product manufacturers you are authorized to sell.

Manufacturer	Minimum Discount Percent Off List Price
360 SYSTEMS	
Acco Brands	
Accutech	
Acer	
ACM	
Acrovista	
Actiontec	
Adaptive Technologies	
Adesso	15%
ADI	
ADS	
Advantech	
Advent	
AGI	
Aiphone	
Airtame	
AITech	
AKG	20%
Allen & Heath	10%
Allen Products	
Almo Pro	20%
Altec Lansing	18%
Altinex	17%
Altronix	
Ambico	
AMK	
Amplivox Sound	
AMX	
Anchor Audio	
Andy Ho and Associates	
Anixter	
Antaira Technologies	
Anthro	
Anton Bauer	
Anvil Cases	
Anywhere Cart	
APC	
Apollo Audio Visual	
Apple Computer Inc	
Applied Magic	
APW President	
Aruba	
Ashley Audio	
Astatic	
Astra Communication	

Asus	
Atlas Sound	
Atlona	
Audio Technica	
Audio Visual Technical	
Audiovox	
Audix	
Aurora	
Australian Monitor	
Autocue	
AV Innovations	
AV Pro	
AV Rover	
AVer	
AVer Information	
AVerMedia Technologies	
AVFI - Audio Visual Furniture International (formerly VFI)	
Avocent	
Avteq	
Axis	
Azden	
Balt	
Barco	10%
Beachtech	
Behringer	
Belden Wire & Cable Co.	
Belkin	20%
Bell Equipment	
BenQ	
Beyerdynamic	
Biamp	20%
Black Box	
Black Magic Design	10%
Blonder Tongue	20%
BMS	
BMS Business Machine Security	
Bogen Audio	25%
Bosch	10%
Bose	
Boxlight	20%
Bretford	
Brightsign	15%
Broad Data	
Bryce	
BSW	25%
BTX Technologies	25%
Buhl	

Bushnell	
Business Machine Security (BMS)	
Cables to Go (C2G)	30%
Califone	
Canare	
Canon	
Case Logic	
Casio	
Catchbox	
CDI Technologies	
Cerwin Vega	
Cetacea	
Channel Master	
Channel Plus	
Chief Manufacturing	25%
Christie Digital Systems USA	20%
Cisco	20%
Clear Touch Interactive	
ClearCom	25%
ClearOne	20%
ClearTouch	
Clearvision	
Cleerline	
Coby	
Comcables	15%
Communication Specialities	
Community	
Compix	
Comprehensive	
Conference Systems, Inc.	
ConnecTrac	20%
Contemporary Research Corp.	15%
Cool-Lux	
Copernicus	
Corel	
Countryman	
Courtesy AV	
Covid	27%
Creative Concepts Audio	
Creative Soundblaster	
Crestron Electronics INC.	30%
Crown Audio	28%
Cubix	
Curbell Electronics	
Custom Products	
CX2 US	
Cyber Acoustics	

cybernet	
D Link	15%
D&D Security	
D&H Distributing	25%
D&M Professional	
Da-Lite Screen Company, INC	
Data Video	
David & Sanford	
DBX	
Dell	10%
Dennon/Marantz	20%
Denon	
Digital Data Distributors	
Digital Projection	15%
Displax	
Display Devices	
DisplayNote	
Diversitrack	
D-Link	10%
Doremi Labs	
Douglas Stewart	
Draper	
DSI Systems	
Dukane	
DVDO	
DWI Enterprises	
Eartec	
Earthwalk	
Ebeam/Luidia	
Edist	
Eduscape	
Eiki	21%
Eiko	
Electrograph	
ElectroVoice	
Elite Case	
Elite Screen	
Elmo	20%
ELO	20%
Empire Scientific	
Epiphan	
Epson	
eReplacement	
Ergotron	15%
ESE	
Eurodesign Systems	
Everfocus	

Exacq Technologies	
Exhibitone	35%
Extron	30%
Eyecom	
EZDUPE	
FEC	
Fender	
Fiber Options	
Finch Robot	
Fleetwood Group	
Flolight	
Focus Enhancements	
Focus-Vitec	
For-A-Corporation of America	
Fosgate-Audionics	
FrontRow/PhonicEar	
FSR	21%
Fuji Film	
Fujitsu	
Furman	20%
Galaxy	
Garmin	
Gator Cases	
GE security	
Gefen	
Gentner	
Go Guardian	
Go Pro	
Google	
Granicus	15%
Graphics Distribution Inc	
Grass Valley/Miranda	
Graybar	20%
Griffin	
Gumdrop	
Gyration	5%
H. Wilson Company	
Haivision Network Video	
Hall Research	22%
Hamilton/Buhl	
Hapara	
Harmon Pro	25%
Hayes Systems	
Healthcare Information, Inc.	
Help Alert	
Hitachi	
Hooper Camera	

Hosa	
Hotronics	
Hovercam	
HP	
HP Hewlett Packard	
Hypersign	
IC Realtime	
IEC	
Ikan	
Infocus	
Ingram Micro	
Innovative Electrical & Computing	
Inogeni	
Intelix	
Inter M	
Interlink	
IOGEAR	
Jabra	
JBL	
Jelco	
Juice Goose	
Just Add Power	
Just Lamps	
JVC	
Kanex	
Kastar	
Ken-A-Vision	
Kensington	
Kenwood	
Kingston	
Knox Video Products	
Konica Minolta	
Konig and Myer	
Kramer	
K-Tech	
Kwickboost	
Laird Telemedia	
LaRoe	
Lectrosonics	
Legrand	
Leightronix	
Lenmar	
Leon Speakers	
Level 3 Audio Visual	
Leyard	
LG Electronics	21%
Liberty AV Solutions	30%

Lifesize	
Lightspeed	
Link Electronics	
Linksys	15%
Listec	
Listen Technologies	
Livescribe	
LocknCharge	
Logitech	10%
Lorex	
Loud Technologies	
Lowell Mfg	20%
Lowepro	
Lumens	20%
Lutron	
Luxor	25%
Lyntec	
MA Labs	
Mack Warranties	
Mackie Designs	
Magenta Research	
Magic Box	
Magnavox	
Manfrotto	
Marantz	20%
Marshall Electronics	15%
Marshall Furniture	
Matthews Studio Equipment	
Max Cases	
MAX Interactive	
Maxell Accessories	
MCM Electronics	
Mediatech	
Meyer Sound	
Microboards Technology	
MicroSemi	
Microsoft Hub	
Middle Atlantic	
Miller Camera	
Mimio	
Mitsubishi Electric US	
Mooreco	
Motherlode Van & Storage, Inc	
Mountain West	
MPC Educational Systems	
Mustang	
Nady Systems	

Nanolumens	
Navitar	
NDS	
NEC	
Netgear	20%
Network Video Technologies	
Newline	25%
Newtek	20%
Niagara Video Corporation	
Nikon	
Norcon	
Nova Solutions	
Nuetrik	
Oconnor Engineering	
Oklahoma Sound	
Olympus	
OmniMount Systems	
Omnirax	
On Stage	
One Source Video	30%
Opamp	
Optoma	
Osprey Video	
OWI	
Panasonic	15%
Panduit	15%
Panel Crafters	
Paso Sound	
PDI Communication Systems	
Peavy Electronics	15%
Peerless AV	25%
Pelco	15%
Pelican	20%
Phillips	
Phonic Ear/FrontRow	
Pico Digital	
Pioneer	
Planar Systems Inc	20%
PlanITRoi	
Plantronics	
Plus Vision	
Polycom	
Portabrace	
Porter Case	
Powergistics	
Premier Mounts	25%
Premise One	

Presentation Switchers	
Presonus	
Proco Sound	
Procon Technology USA	
Proline	
Promark	
Promaster	
Promax	
Promethean	
Promounts	
Prompter People	
Protech Marketing	
Proxima	
PureLinkAV	
Pyle	
Qomo	
QSC	23%
Quartet	
Quickset	
QVS	
Qwizdom	
Rane	
Raxxess	
Raytec	
RCA	
Radio Design Labs (RDL)	
Recordex	
Renaissance Learning	
RevelTV	
Revolabs	
RF Technologies	
RGB Spectrum	
Ricoh	
RM Educational	
Rode	
Roland Systems Group	
RP Visual Solutions	
Rugged Protection	
Sabine	
Safari Montage	
Samson Technologies	
Samsung	15%
Sanako	
SanDisk	
Sanyo	
ScanDo	
Scansource	25%

School Asset Manager (SAM)	
Screen Innovations	
Screenbeam	8%
Security Works	
Sennheiser	25%
Sharp	20%
Shoreview	
Shure	
Sierra Video Systems	
Sigma Electronics	
Signage Valet	
Sima Products Corp	
SKB Cases	
Slik Tripods	
SMART Technologies	
Smith Systems	
Smith Victor	
SMK-Link	
Smotlz Distributing	
Sonance	
Sonic Foundry	
Sony Electronics	15%
Sound Advance	
Sound Projections	
Sound Tech	
Sound Video Systems (AV Rover)	
Soundcraft Mixers	
SP Controls	
Specco Technologies	
Spectrum Industries	
Spectrum Technologies	
Spinetix	
Spinitar	
Stampede Presentation Products	
StarBoard	
Starin Distribution	
Startech	
Staymobile	
Steadicam	
Stewart Audio	
Stewart Filmscreen	
STM Goods	
STS-Sigma Technology	
Sunbrite	15%
Surgex	15%
SVS Inc.	
Swivl	

Sylvania	
Symetrix	
Synergy	
Synnex	25%
T2 Supply	
Tamrac	
Tannoy	
Targus	
Tascam	
TC Group	
Teac	
Teach Logic	
Tech Data	
Tech Innovations	
Tech LogiX	
Technical Necessities	
Technomad	
Telex	
Telvue	
Texas Instruments	
The Screen Works	
ThinkWrite	
Thule	
Tiffen	
Tightrope Media Systems	
TOA	
TOA Electronics	25%
Toner Equipment Cable	
Toshiba	
Toshiba America Consumer	
ToteVision	
Track Technology Systems	
Trend Micro	
Trendnet	
Tripp Lite	
Triumph Boards	
Troxell Products	
Turbo Sound	
tvOne	25%
Tychon Systems	
Ubiquity Networks	
Ultimate Support	
Ultrak	
Unilumin	
V7	
Vaddio	
Valcom	

Van San	
Vanguard	
Vari-Zoom	
Vbrick	
VDO	
VEC	
Veeam	
Verbatim	
Videonics	
Videotek	
Vidpro	
Vidyo	
ViewSonic	15%
ViewZ	
VisionTek	
Vista System	
Vitec Videocom	
Vivitar	
Vivitek	
Vizio	
Vmware	
Vutec	
VWR Technologies	
Vyopta	
Walltalkers	
Websense	
WePresent	
West penn	
Westinghouse	
Whirlwind	
WIFITEXAS	
Williams Sound	
Winstead	
Wiremold/Legrand	20%
Wolfvision, Inc.	
Xantech	
Xirrus	
Yamaha	25%
Yamaha Corporation of America	25%
ZeeVee	
Zhone	
Zoom	
Absen	15%
WindyCityWire	25%

Eiki International	21%
Phillips	20%

NOTE: Please add any additional Manufacturers not already listed to the bottom of the list and make

e the text a different color.

Manufacturer	Minimum Discount Percent Off List Price
Panasonic	15%
Sony	15%
Newtek	20%
SPECTRUM Industries	20%
Shure	25%
Sennheiser	25%
Allen and Heath	10%
Black Magic	10%
Marantz Professional	20%
Angelbird	5%
Rode	10%
Vidpro	15%
Ikan	20%
Yamaha Pro	20%
Danley	15%
Onkyo	25%
Planar	20%
Sabine	26%
Comm Cables	20%
Windy City Wire	25%
Arlington Industries	28%
Absen	15%
Alcorn McBride	22%
Arlington Industries	28%
Audinate	10%
Chatworth Products	20%
Contemporary Research	15%
Digital Projection	15%
Samsung	20%
Comm Cables	20%
	20%
LG Electronics	21%
GenSpeed Cables	24%
Heckler	10%
Theory US	25%
Sound Solution Group	10%

NOTE: Please add an
d

ıy Manufacturers that you sell Professional Grade Audio & Visual Equipment. Professional Grade is efined in the SOW and is not typically used for normal, commercial applications.

Manufacturer	Minimum Discount Percent Off List Price
360 SYSTEMS	
3M	
3M Touch Displays	
Absen Inc.	
AC Infinity	
Acco Brands	
Accutech	
ACE Backstage	
Acer	5%
Acko	
ACM	
Acoustical Solutions	
Acrovista	
Actiontec	
Adaptive Curriculum	
Adaptive Technologies	
Adesso	
ADI	
ADS	
Adtran	
Advantech	
Advent	
AGI	
Aiphone	
Airtame	
AITech	
AJA Video	
AKG	
Alcorn McBride	15%
Allen & Heath	15%
Allen Products	
Almo Pro	20%
Altec Lansing	18%
Altinex	17%
Altronix	
Ambico	
AMK	
Amplivox Sound	
AMX	
Analog Way	30%
Anchor Audio, Inc.	20%
Andy Ho and Associates	
Anixter	
Antaira Technologies	
Anthro Furniture	

NOTE: Please add any

Anton Bauer	
Anvil Cases	18%
Anywhere Cart	
Apantac LLC	
APC (American Power Conversion)	28%
Apollo Audio Visual	
Apple Computer Inc	
Applied Magic	
APW President	
ARDL (Augmented Reality)	
Arista	
Armagard	
Aruba	
Ashley Audio	
Astatic	
Astra Communication	
Asus	5%
AT&T	
Atlas IED	
Atlona	
ATS	
AtteroTech	
Audinate	
Audio Video Furniture International (AVFI)	25%
Audio Visual Technical	
Audio-Technica USA Inc.	
Audiovox	
Audix Corporation	
Aurora Multimedia	
Australian Monitor	
Autocue	
AV Innovations	
AV Pro	
AV Rover	
AVer	20%
AVer Information	20%
AVerMedia Technologies	20%
Aveteq	
AVFI - Audio Visual Furniture International (f	25%
AVID	
Avitech	
Avocent	
Avteq	
Axis Cameras	
Axis Communications	
Azden	
Balance Box	

BALT / BEST RITE / MOORECO	
Barco Inc	10%
Barix	
Barracuda	
Beachtech	
Behringer	
Belden Broadcast	
Belden Wire & Cable Co.	25%
Belkin	25%
Bell Equipment	
BenQ Inc	
Beyer Dynamic	
Beyerdynamic	
Biamp Systems	25%
Bittree	
Black Box	
Blackmagic Design	10%
Blonder Tougue	10%
BLOXX	
BlueJeans	
BMS (Business Machine Security)	
Boeckeler Instruments	
Bogen	25%
Bosch	
Bose	
Boxlight	20%
Bretford Manufacturing	
Brightsign	15%
Broad Data	
Broadcast Pix	
Broadcast Vision	
Brother	
Bryce	
BSS Audio	
BSW	
BTX Technologies	
Buhl	
Bushnell	
Business Machine Security (BMS)	
C2G (Cables to Go)	30%
Califone International	
Cambridge Audio	17%
Cambridge Sound Management	17%
Canare	15%
Canon	
Case Logic	20%
Casio	

Catchbox	
CDI Technologies	
CEI (Communication Engineering Corp.)	
Cerwin Vega	
Cetacea	
Channel Master	
Channel Plus	
Channel Vision	
Chauvet	20%
Chauvet Pro	20%
Chief Manufacturing	25%
Chief Video	
Christie Digital	
Cisco	
Citrix	
Clear Touch Interactive	
ClearCom	
ClearOne	
Cleartouch	
Clearvision	
Cleerline	
ClockAudio	21%
Coby	
Coleder	
Comcables	15%
COMMSCOPE	15%
Communication Specialties	
Community	25%
Commvault	
Compix	
Comprehensive	
Conference Systems, Inc.	
ConnecTrac	20%
Connectronics	
Contemporary Research	15%
Cool-Lux	
Copernicus Educational Products	
Corel	
Countryman Associates	15%
Courtesy AV	
Covid Inc.	27%
Creative Concepts Audio	
Creative Soundblaster	
Crest Audio	18%
Crestron Electronics, Inc.	30%
Crimson	
Crown Audio	28%

Crown International	
Cubix	
Curbell Electronics	
Custom Display Solutions	
Custom-Products/Eurodesign	
CX2 US	
Cyber Acoustics	
cybernet	
Cylance	
D Link	15%
D&D Security	
D&H Distributing	25%
D&M Professional	
Da-Lite Screen Company, INC	25%
Danley	22%
Data Video	
Datapath	
DataVideo	
David & Sanford	
DBX	
Dell	10%
Delphi Display Systems	
Dennon/Marantz	
Denon	20%
Denon Pro	20%
Diamond Lamps	
Digital Data Distributors	
Digital Projection Inc	10%
Digital System Controls	
Digital Watchdog	
Discover Video	
Displax	
Display Devices	
DisplayNote	
Diversitrack	
DJI	
D-Link	
DNP	
Doremi Labs	
Douglas Stewart	
Draper Inc.	28%
Drawmer	
DSI Systems	
DSX	
DTEN	
Dukane	
DVDO	

DWI	
DWI Enterprises	
Eartec	
Earthwalk	
Eastern Acoustic Works	
EAW	
EBEAM (Luidia)	
Edist	
Eduscape	
EDU-SMARTNET	
EectroVoice	
Eiki	
Eiko	
Elan	
Electrograph	
ElectroVoice	
Elite Screens	
Elmo USA	20%
ELO	
EMC	
Empire Scientific	
Ensemble Designs	
Epiphan	
Epson	15%
eReplacement	25%
Ergoguys	
Ergotron	
ESE	
Eurodesign Systems	
Everfocus	
Exacq Technologies	
Exact Furniture	
EXHIBITONE	35%
EXTREME	
Extron Electronics	
Eyecom	
EZDUPE	
F5	
FEC	
Fender	
Fiber Options	
Finch Robot	
Fleetwood Group	
FLIR	
Flolight	
Focus Enhancements	
Focus-Vitec	

For-A-Corporation of America	
Forbes Industries	
Fortinet	
Fosgate-Audionics	
FrontRow/PhonicEar	
FrontRow ToGo	
FSR	
FTR - FOR THE RECORD	
Fuji Film	
Fujitsu	
Fulcrum Acoustic	
Furman	20%
Galaxy	
Garmin	
Gator Cases	15%
GE security	
Gefen	
Gentner	
Geovision	
Go Guardian	
Go Pro	
Google	
Granicus	
Graphics Distribution Inc	
Grass Valley/Miranda	
Graybar	20%
Griffin	
Gumdrop	
Gyration	
Gyration / SMK	5%
H. Wilson	
Haivision Network Video	
Hall Research	20%
Hamilton/Buhl	25%
Hapara	
Harman	
Harmon Pro	
Hayes Systems	
HD	
Healthcare Information, Inc.	
Heckler Design	
Help Alert	
HES Innovation	
HID	
High Criteria	
Hikvision	
Hiperwall	

Hitachi	
Holland	
Honeywell	
Hooper Camera	25%
Hosa	15%
Hotronics	
HoverCam	
HP Hewlett Packard	5%
HSARolltops	
Hubbell	
HuddleCam	
Huddly	
Hypersign	
IBM	
IC Realtime	
IEC	
Ikan	
Immedia	
INFAX	
Infocus	
Ingram Micro	
Innovative Electrical & Computing	
Innovox Audio	
Inogeni	
InSight	
Intel	
Intelix	
Intellix	
Inter M	
Inter Technologies Corporation	
Interlink	
IOGEAR	20%
iRoom	
Jabra	15%
JBL	25%
Jelco	15%
Juice Goose	20%
Jupiter Systems	22%
Just Add Power	
Just Lamps	
JVC	20%
JVC (Broadcast)	
Kanex	
Kaptivo	
Kaspersky	
Kastar	25%
Kemp Technologies	

Ken-A-Vision	
Kensington	15%
Kenwood	
KEYSCAN	
Keywest Technologies	
Kingston	22%
Knox Video Products	
Kodak	
Konftel	
Konica Minolta	
Konig and Myer	
Kramer AV	28%
KSI	
K-Tech	
Kwickboost	
Lab Gruppen	24%
Labgruppen	24%
L-Acoustics	
Laird Telemedia	
Lamps	
LaRoe	
Lectrosonics	
Legrand AV	
Leightronix	
Lenmar	
Lenovo	
Leon Speakers	
Level 3 Audio Visual	
Leviton	25%
Lexar	
Lexicon	
Leyard	
LG Electronics	18%
Liberty AV Solutions	30%
Lifesize	
Lightspeed	
Link Electronics	
Linksys	25%
Listec	
Listen Technologies	20%
LittLite	
Livescribe	
LocknCharge	
Logitech	5%
Lorex	
Loud Technologies	
Lowell Mfg	20%

Lowepro	
Lts	
Ludia (eBeam)	
Lumens	
Lumens Integration, Inc	20%
Lutron	
Luxi Electronics	
Luxor	
Luxul	
Lyntec	
MA Labs	
Mack Warranties	
Mackie Designs	
Magenta Research	
Magewell	
Magic Box	
Magnavox	
Manfrotto	10%
Manfrotto Imaging	
Marantz	20%
Marshall Electronics	20%
Marshall Furniture	15%
Martin	
Matthews Studio Equipment	
Max Cases	
MAX Interactive	
Maxell	
MCM Electronics	
Media Vision	
MediaCAST	
Mediatech	
Meraki Antennas	
Mersive	
Meyer Sound	
Microboards Technology	
MicroSemi	
Microsoft	
Midas	
Middle Atlantic	20%
MikroTik	
Milestone	
Miller Camera	
Miller’s Millwork (Lecterns)	
Mimio	
Mitsubishi	
Moore Co	
Mother Lode Van & Storage, Inc	

MOTU	
Mountain West	
MPC Educational Systems	
Mustang	
Nady Systems	
Nanolumens	
Navitar	
Ncast	
NDS	
NEC	
Net Gear	
NetApp	
Netgear	22%
Network Display Systems	
Network Video Technologies	
Newline	20%
Newtek	
Niagara Video Corporation	
Nigel-B	
Nikon	
Nimble	
Norcon	
Nova Solutions	
Nuetrik	
Nutanix	
Oconnor Engineering	
Oklahoma Sound	
Olympus	
OmniMount Systems	
Omnirax	
On Stage	15%
One Source Video	15%
Onkyo Professional	
Opamp	
OpenDNS	
Optoma USA	
Ortronics	
Osprey Video	
OWI	
Pakedge	
Palo Alto	
Panacast	
Panasonic	10%
Panduit	
Panel Crafters	
Paso Sound	
Paxton	

PDI Communication Systems	
PDR	
Peavy Electronics	
Peerless-AV	25%
Pelco	
Pelican	20%
Phihong	
Phillips	
Phoenix Audio Technologies	
Phonic Ear/FrontRow	
Phybridge	
Pico Digital	
Pico Macom	
Picture Phone Direct	
Pioneer	
Planar Systems Inc	20%
PlanITRoi	
Plantronics	10%
Plus Vision	
Pointmaker	
Polycom	18%
Polyvision	
Porta-Brace	
Porter Case	
Powergistics	
Premier Mounts	25%
Premise One	
Presentation Switchers	
Presonus	
Proco Sound	
Procon Technology USA	
Projection Design	
Proline	
Promark	
Promaster	20%
Promax	
Promethean	
Promounts	
Prompter People	
Protech Marketing	25%
Proxima	
PTZ Optics	20%
Pure Storage	
PureLinkAV	
Pyle	
Qomo	
QSC Audio Products	

Quam Nichols	
Quantum	
Quartet	
Quickset	
QVS	
Qwizdom	
Radio Design Labs (RDL)	
Rane	
Raxxess	
Raytec	
RAZBERI	
RCA	
RCI CUSTOM	
Reach Media	
Recordex	
Renaissance Learning	
Renkus-heinz Inc.	
RevelTV	
Revolabs	
RF Technologies	
RGB Spectrum	
Ricoh	
Risevision	
RM Educational	
Rode	
Roland Systems Group	
Rolls	
RP Visual Solutions	
RS2	
RSA (EMC)	
RSF International	
Ruckus	
Rugged Protection	
Sabine	
Safari Montage	
Samson Technologies	20%
Samsung	15%
SanDisk	25%
Sanako	
Sanfran Morpho Trust USA	
Sanyo	
Scala Broadcast Multimedia	
ScanDo	
Scansource	
School Asset Manager (SAM)	
Screen Innovations	
Screenbeam	

SECO-LARM	
Securitron	
Security Works	
Sennheiser	25%
Sharp	20%
Shoretel	
Shoreview	
Shure Incorporated	
Shuttle	
Sierra Video Systems	
Sigma Electronics	
Signage Valet	
Signtronix	
Sima Products Corp	
SimCore Technologies	
SIMPLIVITY	
SimplyNUC	
SIMStation	
Singlewire	
SKB Cases	
Slik Tripods	
SMART Technologies	
SmarterSign	
Smith Systems	
Smith Victor	
SMK-Link	
Smotlz Distributing	
SnapAV	
Solarwinds	
Sonance	
Sonic Foundry Inc.	
Sony Electronics	
Sound Advance	
Sound Projections	
Sound Tech	
Sound Tube	
Sound Video Systems (AV Rover)	
Soundcraft	
Soundtube	
SP Controls	
Specco Technologies	
Spectrum Industries	20%
Spinetix	
Spinitar	
Spracht	
Stampede Presentation Products	
Star Tech	20%

StarBoard	
Starin Distribution	
Starleaf	
Startech	
Staymobile	
Steadicam	
Stewart Audio	15%
Stewart Filmscreen Corporation	15%
STM Goods	
STS-Sigma Technology	
Sunbrite	
Surgex	
SVS	
SVSi - SEE AMX, now part of AMX	
Swivl	
Sylvania	
Symetrix	
Syn-Apps	
Synergy	
Synnex	
T2 Supply	
Taiden	
TALLEY	
Tamrac	15%
Tannoy	
TAPit	
Targus	10%
Tascam	
TC Group	
Teac	
TeachLogic	
Team Board	
Tech Data	
Tech Innovations	
TechGlobal	
TechLogix	
Technical Necessities	
Technomad	
TEI- Visix	
Telex	
Telvue	
TERRAWAVE	
TESSCO	
Texas Instruments	
The Screen Works	
ThinkWrite	
Thule	

Tiffen	
Tightrope Media Systems	
TOA Electronics Inc.	
Toner Equipment Cable	
Toshiba America Consumer	
Totevision	
Touch Systems	
Track Technology Systems	
Transcend	
Trend Micro	
Trendnet	
Tripp Lite	25%
Triumph Boards	
Troxell Products	
TruTouch	
Turbo Sound	
Turning Technologies	
TV One Broadcast	
tvONE	
Tychon Systems	
Ubiquiti Networks	
Ultimate Support	
Ultrak	
Unilumin	
V7	
Vaddio	20%
Valcom	
Van San	
Vanguard	
Varitronic, LLC	
Vari-Zoom	
Vbrick	
VDO	
VEC	
Veeam	
Velbon/Hakuba	
Verbatim	
Videolarm	
Videonics	
Videotek	
Vidpro	
Vidyo	
Viewcast	
ViewSonic	
ViewZ	
VIQ Solutions	
VisionTek	

Visix	
Visonary Solutions	
Vista System	
Vitec Videocom	
Vivitar	
Vivitek	
Vivotek	
Vizio	
Vmware	
Von Duprin	
Vutec	
VWR Technologies	
Vyopta	
Walkera	
Walltalkers	30%
Websense	25%
WePresent	
West penn	
Westinghouse	
Whirlwind	
WIFITEXAS	
Williams Sound	25%
Windy City Wire	25%
Winstead	
Wiremold/Legrand	
Wolfvision, Inc.	20%
WyreStorm	
Xantech	
Xirrus	
Yamaha	15%
ZeeVee	
Zhone	
Zoom	5%
Z-Space	

Western Digital	17%
PTZ Optics	20%
Eiki International	21%
Focusrite	20%
Genspeed Cables	24%
Theory US	25%
Nureva	20%
Sound Solution Group	10

additional Manufacturers not listed to the bottom of the list and make the text a different color.

Category of Equipment	Rental Rates	
Audio	**Daily Rate**	**Weekly Rate**
Visual/Photography	**Daily Rate**	**Weekly Rate**
Lighting/Staging	**Daily Rate**	**Weekly Rate**
Other	**Daily Rate**	**Weekly Rate**

Note: List

rental equipment you can provide. Rates shall not exceed the daily/weekly average of quoted rates b
negotiated as a flat rate for longer time periods. Add more lines per category as needed.

NOT APPLICABLE

ɔut may be

Manufacturer	Minimum Discount Percent Off List Price
N/A	

NOTE: List any Manul

facturers Refurbished brands you can offer to the list and note the minimum discount from list as com

NOT APPLICABLE

ıpared to new.

Classification
Changes
Design
Electrician 1
Electrician 2
Electrician 3
Formal Classroom Training (Student Size)
Installation- Previously Purchased Equipment
Installation- Time of Purchase of new equipment
Integration 1
Integration 2
Integration 3
Maintenance- Legacy
Maintenance- Preventative
Moves
Programming 1
Programming 2
Programming 3
Project Management 1
Project Management 2
Project Management 3
Rental - (Short Term)
50 mi out of area zip 85007
On-site Event Management
N/A

Job Description	Half Hour	Hourly	Emergency
	$ 47.50	$ 95.00	$ 190.00
	$ 62.50	$ 125.00	$ 250.00
	$ 45.00	$ 90.00	$ 180.00
	$ 50.00	$ 110.00	$ 200.00
	$ 45.00	$ 90.00	$ 180.00
	$ 52.50	$ 105.00	$ 210.00
	$ 52.50	$ 105.00	$ 210.00
	$ 47.50	$ 120.00	$ 190.00
	$ 47.50	$ 120.00	$ 190.00
	$ 47.50	$ 95.00	$ 190.00
	$ 62.50	$ 125.00	$ 250.00
	$ 62.50	$ 125.00	$ 250.00
	$ 57.50	$ 115.00	$ 230.00
	$ 57.50	$ 115.00	$ 230.00
		n/a	
		$ 125.00	
Job Description		**Hourly**	**Daily**
N/A	N/A	N/A	N/A

After Hours
$ 190.00
$ 250.00
$ 180.00
$ 200.00
$ 180.00
$ 210.00
$ 210.00
$ 190.00
$ 190.00
$ 190.00
$ 250.00
$ 250.00
$ 230.00
$ 230.00

NOTE: Please add your Job Descriptions. If there is a classification that you provide but is not listed please add it to the bottom of the card with a different color text.

NOTE: This section is for positions for on-site events, conferences, etc. Pricing may be negotiated for longer periods but shall not exceed the hourly/daily average of quoted rates.

** NOTICE ** SYSTEM MAINTENANCE Today 3/18 **
APP will be placed in maintenance mode on 03/18 after 5:00 pm to address System Maintenance. To complete maintenance, all users must stop using the system by 5:00 pm. Normal processing procedures can resume the following morning.
Thank you for your cooperation.
APP Team

General Information

Label
Audio & Visual Commercial and Professional Broadcast Grade Equipment, Services and Rental

Contract Type
Master Agreement

Supplier
EXHIBITONE CORP - e1 Audiovisual Technology

Contract Code
CTR075310-5

Currency

Amount

Co-Op Contract Designation
yes

Subcontractor Data

0 Record(s)

Distributor Data

0 Record(s)

Supplier Contact(s)

Contact	Position	Email
Ashton Sakansky	Customer Success Manager	asakansky@e1avtech.com
Luke Jemison	Controller	ljemison@e1avtech.com
Mary Kropp	Manager, Business Development	mkropp@e1avtech.com
OLDKurt OLDMaddox	COO	kurt@e1avtech.com

4 Record(s)

Contract Scope

Organizations
Arizona Department of Administration, State of Arizona

Commodities
Audio and visual equipment

Contract Validity

Start Date
1/17/2025

End Date
1/16/2028

Extended to Date
1/16/2028

Documents

Title	Type	
CTR075310 - Amendment 5-Manufacturer Addition - Unika Vaev	General Documents	
CTR075310 - Amendment 4-Manufacturer Addition - Anyconia	General Documents	

Items

Label	Code	Negotiated Price	Currency	Unit
Cat 10-Services (Labor Rates)	BPM006242-10	0.00	USD	EA
Cat 1-Audio Solutions	BPM006242-1	0.00	USD	EA
Cat 2-Video &	BPM006242-			

PROPOSAL

Eloy Police EOC

AZ State Contract No. CTR075310

City of Eloy
595 C Street
Suite 101
Eloy, AZ 85131

Revision: 3
Modified: 3/16/2026

Presented By:

E1 Audiovisual Technologies
Mary Casby - Manager, Business Development
8945 S. Harl Ave, Suite 102
Tempe, AZ 85284 USA
480.868.7478 - Mcasby@e1avtech.com
www.E1AVTech.com

1.0 Project Summary

E1 Audiovisual Technologies ("E1") shall provide an audiovisual system upgrade for the City of Eloy.

Police Training Room/EOC

This project provides a complete audiovisual system to support training, briefings, and emergency operations with collaborative display, voice reinforcement, video distribution, video conferencing and centralized control.

Display System

- Provide and install one 86" display on a professional wall mounting system at the primary presentation location.
- Provide an install a new 75" display and wall mount.
- Integrate three (3) owner-furnished displays into the AV system.
- Connect each display to the AV-over-IP video distribution system for:
  - Content routing
  - Centralized control

Video System

- Provide and install AV-over-IP encoders and decoders for:
  - Client-furnished video sources
  - In-room presentation sources
  - All system displays
- System shall allow:
  - Any source to be routed to any display
  - Simultaneous display of different content on multiple screens
- All AV devices will connect through the AV network switch.

Audio System

- Provide and install one ceiling-mounted beamforming microphone array.
- Microphone audio shall be processed through a digital signal processor (DSP) to provide:
  - Speech clarity for in-room participants
  - Echo cancellation for conferencing applications
  - Automatic mixing and gain control
- Integrate two (2) owner-furnished loudspeakers.
- Provide amplification for the loudspeakers.
- System will support:
  - Program audio playback
- Provide and install a professional DSP to manage:
  - Microphone processing
  - Loudspeaker equalization
  - Mixing and routing of room audio
- Provide and install a network-based AV control processor.
- The AV control system will support audio-only telephone calls via VoIP.

* Price Includes Accessories

- The room touch panel will provide the user interface to dial phone numbers, mute/unmute the call, and perform a flash command as required for call handling.
- The client is responsible for providing a VoIP network connection to the room for integration with the AV system.

Control System

- Provide and install one wall-mounted touch control panel.
- The control interface shall provide simple operation of:
  - Display power on/off
  - Source selection and routing
  - Audio volume control
  - System on/off (room mode control)

If you come across an unfamiliar AV term in this document, please refer to E1's online glossary. https://www.e1avtech.com/av-terminology

2.0 Site Access Requirements

E1 will require access to the proposed job site for the period of four (4) days. Access shall be on a continuous basis of 8 AM-5 PM Monday through Friday unless otherwise negotiated in writing.

3.0 Acceptance, Training & Documentation

At the completion of installation, a walkthrough shall be performed between E1 and the client. Any outstanding issues will be identified and documented at that time. Upon completion of outstanding items, system sign-off by the client contact shall occur.

E1 shall provide up to a total of two (2) hours of training during the span of one visit to job site for the proposed system. The E1 project manager shall coordinate with client to set the date and time of training. All required personnel shall be made available for system training.

4.0 Infrastructure to be provided by E1:

The following items represent infrastructure that will be provided by E1:

- E1 shall provide the necessary hardware to mount and install all permanently mounted equipment proposed in this system
- Cable management will be maintained so as to protect cabling from electrical interference and other destructive sources.

5.0 Customer Provided Equipment

Owner-Furnished Equipment (OFE) provided by the customer consists of:

- Display (3)
- Pendant Loudspeaker (2)

6.0 Assumptions, Inclusions & Exclusions (If Applicable)

Assumptions

- Power, data, phone, floor boxes, wall boxes, conduit, cable pathway, wall backing (display) and structural support are to be provisioned and installed by others.
- E1 assumes clear pathways through conduit, walls, and ceilings for cabling, and that all existing equipment is functioning properly.
- E1 assumes that the client's network is fully functional on commencement of the audiovisual installation if needed per scope of work.
- All equipment removed from the existing system shall be returned to the client for proper disposal or reuse.

Included

* Price Includes Accessories

- Low voltage AV cable
- Control system programming
- AV system training
- One-year warranty

Excluded

- Electrical conduit, junction boxes, and power receptacles
- Structural in-wall blocking for displays
- Site permits
- Carpet modification, ceiling grid modification, millwork cut-outs

7. Pricing Validity

- Pricing for this proposal is valid for 30 days from the proposal date.

For clients executing their first project with E1 Audiovisual Technologies, a deposit equal to 50% of the proposed project total is required prior to start of work.

* Price Includes Accessories

		MSRP	% Off List	Unit	Ext. Price
1	**E1 Tariff Surcharge**	$0.00	0%	$0.00	$0.00

Unassigned Total	**$0.00**

* Price Includes Accessories

			MSRP	% Off List	Unit	Ext. Price
	2	**Chief XTM1U**	$519.00	25%	$389.25	$778.50
	2	**Covid EC-HD2-06**	$8.73	27%	$6.37	$12.74
	5	**Covid EC-HD2-10**	$12.59	27%	$9.19	$45.95
	9	**Covid V-C6-RJ-BK-07**	$8.06	27%	$5.88	$52.92
	5	**Covid VP-CSW1989-06**	$13.18	27%	$9.62	$48.10
	5	**Crestron Electronics DM-NVX-D30**	$1,502.00	30%	$1,051.40	$5,257.00
	2	**Crestron Electronics DM-NVX-E20-2G-B-T**	$1,260.00	30%	$882.00	$1,764.00
	3	**Crestron Electronics DM-NVX-E30**	$1,502.00	30%	$1,051.40	$3,154.20
	1	**Crestron Electronics RMC4**	$1,156.00	30%	$809.20	$809.20
	1	**Crestron Electronics RMK-IFE-1U**	$152.00	30%	$106.40	$106.40
	1	**Crestron Electronics TSW-770-B-S**	$2,080.00	30%	$1,456.00	$1,456.00
	1	**Middle Atlantic MFR-1627GE**	$1,434.00	30%	$1,003.80	$1,003.80
	1	**Middle Atlantic MFR-RRK-16**	$74.00	20%	$59.20	$59.20
	1	**Middle Atlantic PD-915R**	$248.00	20%	$198.40	$198.40
	1	**Netgear GSM4230P-100NAS**	$1,752.40	20%	$1,401.92	$1,401.92

* Price Includes Accessories

	1	**Newline STV-7524-PLUS**	$1,979.00	25%	$1,484.25	$1,484.25
	1	**Newline STV-8524-PLUS**	$3,119.00	25%	$2,339.25	$2,339.25
	3	**OFE OFE - Display**	$0.00	0%	$0.00	$0.00
	3	**OFE OFE - Display Bracket**	$0.00	0%	$0.00	$0.00
	2	**OFE OFE - Loudspeaker**	$0.00	0%	$0.00	$0.00
	5	**OFE OFE - Video Source**	$0.00	0%	$0.00	$0.00
	1	**QSC CORE 8 FLEX**	$3,525.00	23%	$2,714.25	$2,714.25
	1	**QSC I/O-USB Bridge**	$2,200.00	23%	$1,694.00	$1,694.00
	1	**QSC NC-12x80**	$4,950.00	23%	$3,811.50	$3,811.50
	1	**QSC SPA2-60**	$795.00	23%	$612.15	$612.15
	1	**Sennheiser TeamConnect Ceiling Medium S-W**	$4,099.00	25%	$3,074.25	$3,074.25
Training Room1 Total						**$31,877.98**

Misc Equipment & Labor

			MSRP	% Off List	Unit	Ext. Price
	3	**Covid C6-BLK-500R**	$225.00	27%	$164.25	$492.75
	1	**E1 Miscellaneous Equipment, Hardware & Supplies**	$3,000.00	30%	$1,950.00	$1,950.00
Misc Equipment & Labor Total						**$2,442.75**

* Price Includes Accessories

Project Subtotal:	**$34,320.73**

* Price Includes Accessories

PROJECT SUMMARY

Equipment:	$34,320.73
Labor:	$21,740.00
Sales Tax:	$2,779.98
Shipping:	$1,100.00
Grand Total:	**$59,940.71**

Client:	**Andrew Sutton, Mayor, City of Eloy**	**Date**
	Daniel J. Barrozo	March 24, 2026
Contractor:	**E1 Audiovisual Technologies**	**Date**

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.
Date: 4/13/2026

Date submitted: 03/25/2026 **Date requested:** 4/13/2026	**Action:** Formal	**Subject: Approval of an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the Administration of Final Design and Construction of the Battaglia Road Sidewalk Project (Eleven Mile Corner Road to Sunshine Boulevard).**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Business Manager

RECOMMENDATION:
Staff recommends that Council approve the Intergovernmental Agreement (IGA) between the City of Eloy and the Arizona Department of Transportation (ADOT) for the Battaglia Road Sidewalk Project. This agreement authorizes ADOT to administer final design and construction of a sidewalk along Battaglia Road between Eleven Mile Corner Road and Sunshine Boulevard, including project bidding, award, and construction management.

DISCUSSION:
The City of Eloy was awarded $2,508,487 in federal funding through the Sun Corridor Metropolitan Planning Organization (SCMPO) and the Arizona Department of Transportation (ADOT) Transportation Alternatives (TA) Program. This program supports alternative transportation infrastructure, such as pedestrian and bicycle facilities and safe routes to school.

This project consists of: final design and construction of approximately 5,310 linear feet of 5-foot-wide sidewalk, including vertical curb and gutter, ADA-accessible sidewalk ramps, scuppers, and spillways along the south side of Battaglia Road between Eleven Mile Corner Road and Sunshine Boulevard.

Under the IGA, ADOT will act as the City's designated agent and will be responsible for administering the final design, environmental documentation, federal compliance, and construction of the project, including advertising, bidding, and awarding the construction contract.

The City will be responsible for reviewing design documents, certifying right-of-way acquisition, coordinating utilities, and assuming full ownership and perpetual maintenance of the improvements upon project completion.

Construction of the sidewalk project is anticipated to commence following the completion of the Battaglia Road Sewer Line Upsizing Project to ensure proper coordination of infrastructure improvements and avoid conflicts.

This project will significantly enhance pedestrian connectivity by linking neighborhoods to schools, recreational facilities, and Downtown Eloy. It also supports ongoing City efforts to improve designated school routes and pedestrian safety.

FISCAL IMPACT:
The total estimated project cost is $2,660,113, which includes federal funding of $2,508,487 and the City's required local match.

The City of Eloy is responsible for a 5.7% local match totaling $151,626, which includes:

- $1,710 for Project Development Administration (PDA)
- $14,488 for final design
- $135,428 for construction

The initial costs for Project Development Administration (PDA) and final design, totaling $16,198, are due upon invoicing and will be funded through the One-Time Streets Fund, where sufficient budget capacity exists.

The remaining construction match will be programmed in a future fiscal year prior to construction.

The City is also responsible for any cost overruns, ineligible expenses, or project costs exceeding the programmed federal funding, as outlined in the IGA.

Approved as to Form:

Stephen R. Cooper, City Attorney

ADOT CAR No.: IGA 25-0011375-I
AG Contract No.: P012026000076
Project Location/Name: Battaglia Rd
Eleven Mile Corner Rd - Sunshine Blvd
Type of Work: Construct Sidewalk
Federal-aid No.: ELY-0(209)T
ADOT Project No.: T0539 01D/03D/O1C
TIP/STIP No.: ELY24-01
ALN: 20.205 - Highway Planning and Construction
Budget Source Item No.: 104243

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF ELOY

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF ELOY acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the Local Agency are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, if required, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.

3. The improvements proposed in this Agreement, include, final design and construction for approximately 5,310 feet of a five foot wide sidewalk, vertical curb and gutter, Americans with Disabilities Act (ADA) accessible sidewalk ramps, scuppers, and spillways on the south side of Battaglia Road, (the "Project"). The Project cost, excluding Preliminary Engineering (PE) from IGA 24-0009598-I, shown in Exhibit A, is estimated at $2,660,113, which includes federal aid and the Local Agency's match. IGA 24-0009598-I addressed scoping services, 30 percent design plans, and PE design. The State will administer the final design and advertise, bid and award, and administer the construction phase of the Project.

4. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the Local Agency and authorization of such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the Local Agency

for the Project, if the Project is approved by Federal Highway Administration (FHWA) and funds for the Project are available.

5. The foregoing Recitals and all Exhibits referred to herein and attached shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:

    a. The Project will be completed, accepted, and paid for in accordance with the requirements of the Project plans and specifications.

    b. The final cost estimate may exceed the initial estimate identified in Exhibit A, and in such case, the Local Agency is responsible for and agrees to pay, the difference prior to bid advertisement.

    c. The final Project amount may exceed the initial estimate(s) identified in Exhibit A, and in such case, the Local Agency is responsible for, and agrees to pay, any and all actual costs exceeding the initial estimate. If the final Project amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. De-obligated federal aid will be returned to the State. The Local Agency acknowledges it remains responsible for actual costs and agrees to pay according to the terms of this Agreement.

    d. The Local Agency and ADOT will each separately file a Notice of Intent (NOI) under the Construction General Permit (CGP) with the Arizona Department of Environmental Quality (ADEQ) before construction begins, if applicable to the Project.

2. The State will:

    a. Execute this Agreement, and if the Project is approved by FHWA and funds for the Project are available, be the Local Agency's designated agent for the Project.

    b. After this Agreement is executed, and prior to performing or authorizing any work, invoice the Local Agency for the Local Agency's share of the Project Development Administration (PDA) costs, estimated at $1,710 and the Local Agency's share of the Project design costs, estimated at $14,488. These amounts are in addition to the costs addressed in IGA 24-0009598-I for PE. If PDA costs exceed the estimate during the development of design, notify the Local Agency, obtain concurrence prior to continuing with the development of design, and invoice as determined by ADOT and the Local Agency for additional costs to complete PDA for the Project. If design costs exceed the estimate prior to completion of design, invoice the Local Agency for Project costs exceeding design. After the Project costs are finalized, invoice or reimburse the Local Agency for the difference between actual costs and the amount the Local Agency has paid for PDA and design.

c. After receipt of the PDA costs and the Local Agency's estimated share of the Project design costs, submit all required documentation pertaining to the Project to FHWA with the recommendation that the maximum federal funds programmed for this Project be approved for design. After receipt of FHWA authorization, proceed to advertise for and enter into contract(s) with the consultant(s) for the design and post-design of the Project. Should costs exceed the maximum federal funds available it is understood and agreed that the Local Agency will be responsible for any overage.

d. On behalf of the Local Agency, prepare and provide all documents pertaining to the design and post-design of the Project, incorporating comments from the Local Agency, as appropriate. Review and approve documents required by FHWA to qualify the Project for and to receive federal funds. Perform tasks that may consist of, but are not limited to, preparation of environmental documents; analysis and documentation of environmental categorical exclusion determinations; geologic materials testing and analysis; right of way related oversight and stewardship activities; preparation of reports, design plans, maps, specifications and cost estimates and other related tasks essential to the design development of the Project.

e. After completion of design and prior to bid advertisement, invoice the Local Agency for the actual PDA costs, as applicable, and the Local Agency's share of the Project construction costs, estimated at $135,428. After the Project costs for construction are finalized, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs. De-obligate or otherwise release any remaining federal funds from the scoping/design phase of the Project.

f. After receipt of the actual PDA costs, if applicable, and the Local Agency's estimated share of the Project construction costs, including the difference between the final and the initial construction cost estimates, if applicable, submit all required documentation to FHWA with the recommendation that the maximum federal funds programmed for construction of this Project be approved. Should costs exceed the maximum federal funds available, it is understood and agreed that the Local Agency will be responsible for any overage.

g. After receipt of FHWA authorization, proceed to advertise for, receive and open bids, award and enter into a contract with the firm for the construction of the Project. If the bid amounts exceed the construction cost estimate, obtain the Local Agency's concurrence and invoice the Local Agency for the difference between the construction cost estimate and the bid amount prior to awarding the contract.

h. Notify the Local Agency of completion and final acceptance of the Project. At such time, file a Notice of Termination (NOT) with ADEQ transferring CGP responsibilities to the Local Agency, and provide a copy to the Local Agency indicating that the State's maintenance responsibility of the Project is terminated, as applicable.

i. Notify the Local Agency of completion and final acceptance of the Project; coordinate with the Local Agency and turn over full responsibility of the Project improvements.

j. Not be obligated to maintain the Project, should the Local Agency fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

3. The Local Agency will:

   a. Designate the State as the Local Agency's authorized agent for the Project.

   b. Within 30 days of receipt of an invoice from the State, pay the Local Agency's share of the PDA costs, estimated at $1,710 and the Local Agency's share of Project design costs, estimated at $14,488. These amounts are in addition to the costs addressed in IGA 24-0009598-I for PE. Agree to be responsible for actual PDA costs, if during the development of design, PDA costs exceed the initial estimate. Be responsible and pay for the difference between the estimated and actual PDA and design costs of the Project within 30 days of receipt of an invoice.

   c. Review design plans, specifications, cost estimates and other such documents required for the construction bidding and construction of the Project, including scoping/design plans and documents required by FHWA to qualify projects for and to receive federal funds; provide design review comments to the State as appropriate.

   d. After completion of design, within 30 days of receipt of an invoice from the State and prior to bid advertisement, pay to the State any outstanding PDA costs, the Local Agency's share of the Project construction costs, estimated at $135,428, and if applicable, the difference between the final and initial construction cost estimates. Be responsible for and pay the difference between the estimated construction cost and Project bid amount prior to award. After Project completion, be responsible for and pay any outstanding Project costs, within 30 days of receipt of an invoice.

   e. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, that are not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the Local Agency is responsible for these costs; payment for these costs shall be made within 30 days of receipt of an invoice from the State.

   f. Certify that all necessary rights of way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right of way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT Right of Way Procedures Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.06 Monitoring Process and 9.07 Certification of Compliance. Coordinate with the appropriate State's Right of Way personnel during any right of way process performed by the Local Agency, if applicable.

   g. As applicable, the Local Agency shall certify that it has adequate resources to discharge the Local Agency's real property related responsibilities and ensures that its Title 23-funded projects are carried out using the FHWA approved and certified ADOT Right of Way Procedures Manual and that it will comply with current FHWA requirements whether or not the requirements are included in the FHWA approved ADOT Right of Way Procedures Manual (23 CFR 710.201). Additionally the Local Agency shall certify that all real estate related activities requiring licensure are performed by licensed

individuals as defined by the Arizona Department of Real Estate (A.R.S. §§ 32-2121 & 32-2122).

h. Not permit or allow any encroachments on or private use of the right of way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use. Provide a copy of encroachment permits issued within the Project limits to the State.

i. Automatically grant to the State, by execution of this Agreement, its agents and/or contractors, without cost, the temporary right to enter the Local Agency's rights of way, as required, to conduct any and all construction and preconstruction related activities for the Project, on, to and over said Local Agency's rights of way. This temporary right will expire with completion of the Project.

j. Investigate and document utilities within the Project limits; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.

k. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase Project costs. Be responsible for the cost of any Local Agency requested changes to the scope of work of the Project, such changes will require State and FHWA approval. Be responsible for any contractor claims for additional compensation caused by Project delay attributable to the Local Agency. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

l. After notification of final acceptance by the State, assume and maintain full responsibility of the Project, including Storm Water Pollution Prevention Plans (SWPPP) inspections, maintenance, and required documentation, until final stabilization is reached. Provide the NOI number to the State and the Contractor, accept CGP responsibilities at time of transfer, and file a NOT with ADEQ when final stabilization is reached, as applicable.

m. After completion and final acceptance of the Project, agree to maintain and assume full responsibility of the Project and all Project components.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.

2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be canceled at any time up to 30 days before the award of the Project contract, so long as the canceling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

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

6. Third-Party Indemnification. The State shall include Section 107.13 of the 2021 version of the Arizona Department of Transportation Standard Specifications for Road and Bridge Construction, incorporated into this Agreement by reference, in the State's contract with any and all contractors, of which the Local Agency shall be specifically named as a third-party beneficiary. This provision may not be amended without the approval of the Local Agency.

7. Programmed Federal Funds. The cost of scoping, design, construction and construction engineering work under this Agreement is to be covered by the federal funds programmed for this Project, up to the maximum available. The Local Agency acknowledges that actual Project costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by FHWA as eligible for federal funds. Therefore, the Local Agency agrees to pay the difference between actual costs of the Project and the federal funds received.

8. Termination of Federal Funding. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

9. Indirect Costs. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

10. Federal Funding Accountability and Transparency Act. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008

Amendments (the "Act"). Additionally, in a timely manner, the Local Agency will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

11. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.

12. Conflicts of Interest. This Agreement may be canceled in accordance with A.R.S. § 38-511.

13. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.

14. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

15. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

16. Non-Availability of Funds. Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

17. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

18. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

19. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

20. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

21. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation	City of Eloy
Joint Project Agreement Group	Attn: Refugio Gallegos

205 S. 17th Avenue, Mail Drop 637E Phoenix, AZ 85007 JPABranch@azdot.gov	1137 W. Houser Road Eloy, AZ 85131 520.466.3082 rgallegos@eloyaz.gov

For Project Administration:

Arizona Department of Transportation Project Management Group 205 S. 17th Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov	City of Eloy Attn: Refugio Gallegos 1137 W. Houser Road Eloy, AZ 85131 520.466.3082 rgallegos@eloyaz.gov

For Financial Administration:

Arizona Department of Transportation Project Management Group 205 S. 17th Avenue, Mail Drop 614E Phoenix, AZ 85007 PMG@azdot.gov	City of Eloy Attn: Refugio Gallegos 1137 W. Houser Road Eloy, AZ 85131 520.466.3082 rgallegos@eloyaz.gov

22. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party with written notice to the other Party.

23. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form as set forth below.

24. Electronic Signatures. This Agreement may be signed in an electronic format including DocuSign.

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF ELOY

By _____Date_____
ANDREW SUTTON
Mayor

ATTEST:

By _____Date_____
CELINE A. KIDWELL
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Eloy, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.
Approved as to Form:

By _____Date_____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

By _____Date_____
MATT MOUL, PE
Project Delivery and Operations
Division Director

This Agreement between public agencies, the State of Arizona and City of Eloy, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____Date_____
Assistant Attorney General

EXHIBIT A

Cost Estimate

T0539 01D/03D/O1C

The Project costs are estimated as follows:

ADOT Project Development Administration (PDA) Cost:**	
Federal-aid Funds @ 94.3%	$28,290
Local Agency's match @ 5.7%	$1,710
Subtotal – PDA	**$ 30,000**
Design:	
Federal-aid Funds @ 94.3%	$239,687
Local Agency's match @ 5.7%	$14,488
Subtotal – Design	**$254,175**
Construction:*	
Federal-aid @ 94.3%	$2,240,510
Local Agency's match @ 5.7%	$135,428
Subtotal – Construction	**$2,375,938**
Estimated TOTAL Project Cost	**$2,660,113**
Total Estimated Local Agency Funds	**$151,626**
Total Federal Funds	**$2,508, 487**

* (Includes a minimum 20% construction engineering (CE) and administration cost (this percentage is subject to change, any change will require concurrence from the Local Agency) and 5% Project contingencies)

** Preliminary Engineering for this project was addressed in IGA 24-0009598-I. All Preliminary Engineering costs totaling $295,894 are not included in this exhibit. The Local Agency will be invoiced as identified above for the PDA, $1,710, estimated final design, $14,488 and construction costs, $135,428 for this agreement.

Docusign Envelope ID: DBCBD827-C2CA-43C3-922D-B237C8A1A5BC

ARIZONA DEPARTMENT OF TRANSPORTATION

1611 W. Jackson Ave
Phoenix, AZ 85007

KATIE HOBBS
GOVERNOR

JENNIFER TOTH
DIRECTOR

August 22, 2025

Matt Rencher
Public Works Director/ City Engineer
1137 West Houser Road
Eloy, AZ 85131

Re: Transportation Alternatives (TA) Funding Award

Project Name/Location: Battaglia Road: Eleven Mile Corner Road and Sunshine Boulevard, in Eloy
Project Sponsor: City of Eloy
COG/MPO: Sun Corridor Metropolitan Planning Organization (SCMPO)
ESTIP Number: 104243
ADOT #: T0539
Federal ID #: ELY-0(209)T

Dear Mr. Rencher:

The Arizona Department of Transportation (ADOT) TA Technical Advisory Committee has completed its review of the State Fiscal Year (FY) 2026 TA Program applications. Based on the review of the submitted application and established scoring criteria used in the technical review process, the above referenced project has been determined as eligible and selected to receive TA program funding in the amount of $2,508,487 as shown below.

Based on the amount of the TA award, the federal share and the local match amounts are:

SOURCE	FINAL DESIGN FUNDING FY 2026	CONSTRUCTION FUNDING FY 2028	TOTAL
Federal TA (94.3%)	$267,977	$2,240,510	$2,508,487
Local Match (5.7%)	$ 16,198	$ 135,428	$ 151,626
Local (Over Match/100%) *optional*			
Estimated Total Cost	$284,175	$2,375,938	$2,660,113

Please ensure that this project is programmed in the Regional Transportation Improvement Plan (TIP) for the correct funding amount, the correct FY, and that all funding sources and project phases are identified showing a fully funded project. Once the project has been programmed in the Regional TIP, Project

Docusign Envelope ID: DBCBD827-C2CA-43C3-922D-B237C8A1A5BC

Sponsors may submit a project initiation packet to the ADOT LPA Section to begin the Project Development Process.

The funding will be distributed to the ADOT, which administers the funds on behalf of the recipient. TA projects must be administered as federal-aid projects, in accordance with the applicable statutory and regulatory provisions contained in Title 23, U.S.C., the Code of Federal Regulations (CFR), and other applicable federal requirements, such as National Environmental Policy Act (42 U.S.C. 4321, et seq.) and the Disadvantaged Business Enterprise Program.

As with all federal funding, TA awards are closely monitored to ensure that funding is being used within program timing. To ensure ADOT can get your project moving as soon as possible, we ask that you take the following steps within the time frames noted below, if you have not already done so:

1. Within 30 days of the date of this letter - Request the project be added to the applicable COG/MPO TIP, if not already done. The TIP listing will be required to authorize the project.
2. Within 15 days after the project is added to the TIP - initiate the project with ADOT's LPA Section to request an ADOT Project Number, Federal ID Number, and ADOT Project Manager (PM) assignment.
3. Within 120 days of Project Establishment - Execute the required Intergovernmental Agreement (IGA) with ADOT.
4. Remit your local match within 30 days of receipt of the invoice from ADOT. ADOT will then be able to authorize the TA funds and work to begin on the project.

Please note that eligibility does not give you authorization to begin work. Federal funding authorization will be requested by ADOT through the Development process. Any work performed prior to federal authorization is not eligible for reimbursement.

For other questions you have regarding this information, or the initiation process, please contact the Transportation Alternatives Program at TAprogram@azdot.gov.

Sincerely,

DocuSigned by:

Matt Moul

4277854F018B416...

Matt Moul
ADOT Multimodal Planning Division
Director

CCs: COG/MPO, ADOT Programming Office, ADOT Regional Planner, ADOT Local Public Agency Section, ADOT Office of Financial Management Services

PROJECT NO. 0000 PN ELY T0539 03D

FEDERAL ID NO. ELY-0(209)T

BATTAGLIA RD: ELEVEN MILE CORNER RD TO SUNSHINE BLVD

FINAL SCOPING LETTER

MAY 2025

PREPARED FOR:

ARIZONA DEPARTMENT OF TRANSPORTATION

INFRASTRUCTURE DELIVERY AND OPERATIONS DIVISION

PROJECT MANAGEMENT GROUP

PREPARED BY:
HORROCKS LLC

A. INTRODUCTION

Project No. 0000 PN ELY T0539 03D (Federal ID No. ELY-0(209)T) is a local public agency sidewalk construction project on Battaglia Rd within the City of Eloy (City).

The project is located on Battaglia Rd from Eleven Mile Corner Rd to Sunshine Blvd (approximately 1 mile), in Pinal County within the city limits of Eloy, Arizona. This project is located within the Arizona Department of Transportation (ADOT) Southcentral Construction District. The location of the project is shown in **Figure 1** and respective study limits are shown in **Figure 2.**

The project is not listed in the FY 2025-2029 ADOT Five-Year Transportation Facilities Construction Program. The project is listed in the Sun Corridor Metropolitan Planning Organization (SCMPO) FY 2023-2027 Transportation Improvement Program (TIP). Transportation Alternatives (TA) funds will be utilized for design. Construction funding will be pursued for this project.

The purpose of this project is to construct new sidewalk, curb and gutter, and sidewalk ramps to improve the pedestrian safety and circulation along Battaglia Rd. Additionally, the project features sidewalk scuppers and spillways along the adjacent existing drainage channel to manage stormwater accumulated along the proposed curb and gutter.

B. BACKGROUND DATA

Battaglia Rd is classified as a Rural Major Collector within the City of Eloy according to the ADOT Functionally Classified Roads map (Federal Highway Administration [FHWA] approved 2023). Battaglia Rd runs east-west. The existing street width varies from 34 feet-35 feet lip of gutter to edge of pavement.

The existing corridor consists of one travel lane in each direction, with roll curb and gutter and an 8-foot shoulder for on-street parking along the north side of the road, and a 1-foot paved shoulder along the south side of the road. A significant number of private residential driveways that connect residences to Battaglia Rd line the north side of the road. Within the project boundaries there are 9 side streets that intersect Battaglia Rd: Eleven Mile Corner Rd, Madison St, Adams St, Washington St, Curiel St, Main St, G St, Myers Blvd, and Sunshine Blvd. There are currently no pedestrian facilities along the corridor; pedestrians in the area use the unpaved shoulders for travel.

The existing posted speed limit on Battaglia Rd from Eleven Mile Corner Rd to Sunshine, Eleven Mile Corner Rd, Curiel St, Main St, and Sunshine Blvd is 25 mph. Battaglia Rd west of the intersection with Eleven Mile Corner Rd is 35 mph. The speed limit on Madison St, Adams St, Washington St, G St, and Myers Blvd is not posted and is therefore assumed to be 25 mph by statue (ARS 28-701).

The land adjacent to Battaglia Rd is a majority medium density residential. There is one high density residential parcel on the southwest corner of Battaglia Rd and Madison St, one parks/open space parcel on the northwest corner of Battaglia Rd and Eleven Mile Corner Rd, a neighborhood commercial area along Battaglia Rd from Main St to Sunshine Blvd, and community commercial on the northeast and southeast corners of Battaglia Rd and Sunshine Blvd.

There are two locations where private parcels encompass the north part of Battaglia Rd: Eleven Mile Corner Rd to approximately 374 feet east of the Battaglia Rd/Eleven Mile Corner Rd intersection, and 135 feet east of the Battaglia Rd/Washington St intersection to the end of the project at Sunshine Blvd. For the entire length of the project, there is existing ROW along the south side of the road: 33 feet south of the section line from Eleven Mile Corner Rd to Madison

St, and 40 feet south of the section line from Madison St to Sunshine Blvd. There is 50 feet of existing ROW along the north side of the road from 374 feet east of the Eleven Mile Corner Rd/Battaglia Rd intersection to 135 feet east of the Washington St/Battaglia Rd intersection. The ROW for the entire project varies between 33 feet and 90 feet.

Battaglia Rd is a major thoroughfare for the City of Eloy. Madison St connects to Shumway (North) Park, and Main St connects to the high school, library, and City Hall.

As the project is local and not on an ADOT facility, no traffic data is available.

Storm water flows from east to west, sheet flowing south off Battaglia Rd into the existing drainage channel that runs along the south side of the road. The channel flows under the side streets with pipe culverts. This area is not a significant flood zone.

There are no railroads within the project area.

The average project elevation is 1,545 feet. The terrain can be characterized as generally flat.

The majority of the utilities within the project area, including most power poles, are located on the south side of the channel running along Battaglia Rd. There are 15 light poles along the corridor. A search of the Arizona 811 database indicated the following utilities are located within and adjacent to the project limits. **Table 1** lists the utility companies that have overhead and underground facilities within the project limits.

Table 1 – Existing Utilities:

Company	Service(s)
ADOT	Culverts, Storm Drain
APS	Power
CenturyLink/Lumen	Telecommunications
Cox Communications	CATV, Fiber Optics
Electrical District No. 4	Electric
Airebeam	Communications, Fiber Optics
Gila Local Exchange Carrier	Fiber Optics
Southwest Gas	Gas

C. PROJECT SCOPE

The purpose of this project is to improve pedestrian walkability and safety. The sidewalk width will be 5’, and the minimum travel lane width will be 12’. The design speed for Battaglia Rd is 25 mph. The proposed improvements will include:

- The preliminary structural section for new pavement will be 2.5-inches of Asphaltic Concrete (AC) over (existing and/or new) 6” cement-treated subbase
- Sawcut existing pavement to construct concrete curb and gutter and 5’ concrete sidewalk on south side of road
- Restripe road to remove north side shoulder
- Provide a minimum of 12’ wide lanes, one lane in each direction

- Install curb ramps at each intersection that are compliant with Americans with Disabilities Act (ADA) and Public Right-of-Way Accessibility Guidelines (PROWAG)
- Roadway stormwater will be collected by proposed scuppers and conveyed to the existing drainage channel and culverts along the south side of the road. Existing drainage conveyance along the north side of the road shall be perpetuated
- Extend culverts as needed
- Reconstruct headwalls as needed
- Provide new signing for signs impacted by improvements
- The roadway marking will use 4” painted pavement markings
- Temporary traffic control measures may require the closure of one through lane in any direction
- Geotechnical investigations will be performed through researching existing “as-built” drawings of the area and incorporated into final design recommendations
- Utility conflicts are not anticipated

Three alternative design placements of the sidewalk were reviewed with the City:

1) Install new sidewalk and curb and gutter along the south side of Battaglia Rd, while maintaining the existing roadway pavement width. Install new sidewalk ramps and scuppers with spillways.
2) Reduce the existing roadway pavement width by eliminating the existing 8-foot shoulder along the north side. Restripe the road to two 12-foot lanes, one in each direction. Along the new northernly shifted southern edge of travel, install new sidewalk and curb and gutter. Install new sidewalk ramps and scuppers with spillways.
3) Maintain the existing roadway width and install the new 5-foot sidewalk and sidewalks ramps on the north side of the road, behind the existing curb and gutter.

Alternative 1 was screened out due to impacts to existing drainage headwalls, required utility relocations, and increased construction cost.

Alternative 3 was screened out due to the impacts it would have with the existing parking patterns along the north side of Battaglia Rd.

Alternative 2 was selected to move forward into final design. It eliminates all significant impacts to the existing drainage system along the south side of the road. The majority of significant utility impacts are eliminated. The City preferred the expected impacts to future parking with this alternative.

D. DEVELOPMENT CONSIDERATIONS

This project is funded through the TA program through the design phase. The project does not have construction funding.

This project is federal funded and compliance with the National Environmental Policy Act (NEPA) is required, as well as other applicable federal regulations and statutes.

It is anticipated a Categorical Exclusion (CE) will be the appropriate level of environmental documentation for this project. The ADOT NEPA Planner should be contacted prior to preparation of environmental documentation. Horrocks will determine the environmental impacts; prepare the

CE and clearance memo; and provide agency scoping and public involvement. Cultural, biological, and hazardous material assessments/evaluations will be completed to comply with NEPA requirements. All relevant analysis and investigations (i.e. scoping data from the PA, hazardous materials records check, biological data, cultural resources surveys, air/noise analysis, and socioeconomic considerations) will be required for the ADOT environmental approval process.

This project is located within an air quality non-attainment area for PM 10 by the Environmental Protection Agency (EPA). This project is exempt under 40 CFR § 93.126, Bicycle and Pedestrian. No air quality analysis tasks are required for this project.

Because more than one acre of land will be disturbed, an AZPDES (Arizona Pollutant Elimination System) General Permit will be required, and a Storm Water Pollution Prevention Plan (SWPPP) will be required.

No new right-of-way or temporary construction easements are required.

Utility conflicts are not anticipated. However, ADOT's Utility and Railroad Engineering Section or a designated consultant will investigate whether any utilities will be affected. In areas where ground-penetrating construction operations occur, formal utility coordinating procedures require contacting each of the utilities in the area and submitting plan sheets for their review and comment.

Since this project is considered a spot improvement and not located in the National Highway System, an AASHTO Controlling Design Criteria report was not required nor prepared for this project.

Design criteria to be used on the project will meet AASHTO - A Policy on Geometric Design of Highways and Streets (2018).

Coordination will be required with the City of Eloy, Pinal County, and ADOT.

Asbestos testing will be required for this project if the project includes any removal of existing structural concrete.

Lead based paint testing will be required for this project as this project includes obliteration of roadway striping.

Pavement marking and signing will be shown on the traffic plans. Existing signs are expected to be used in place, unless disturbed during construction. All signs and supports that are disturbed during construction will need to be replaced with new signs, bases, foundations, and posts. The proposed improvements to the intersection may require additional new signs or changes to the existing signs.

During construction, at least one travel lane will remain open to travel for most of construction, flagging services may be required during isolated events. No temporary detours are anticipated during construction. Construction will occur during daytime hours. Certain elements of construction may require nighttime work. Traffic control requirements will be in accordance with the 2023 Edition of the Manual on Uniform Traffic Control Devices (MUTCD) and the Arizona Supplement to the 2023 Edition of the MUTCD and/or by special provisions.

A Geotechnical investigation and Geotechnical Report will be prepared for this project utilizing "as-built" drawings and records to provide recommendations.

A review of "as-built" drawings and records of the roadway will be conducted and a pavement structural section for the street type will be recommended. A materials design memorandum will not be provided. A pavement design memorandum will not be provided. It is anticipated that the

pavement structural section will be two- and one-half inches of new AC on (existing and/or new) 6” cement-treated subbase.

E. OTHER REQUIREMENTS

Construction funding is not yet obtained for this project, so this project is not included in the 2025-2029 ADOT Five-Year Transportation Facilities Construction Program. The project is listed in the SCMPO FY 2023-2027 TIP. SCMPO and the City are partnering to acquire construction funding, likely also through the TA program. Additionally, a Joint Project Agreement (JPA) between ADOT and the City of Eloy will be executed to identify funding and maintenance responsibilities associated with this project. After construction funding is obtained, construction administration will be conducted by ADOT Southcentral District.

The ADOT Project Manager is Vivian Pei-Jung Li (602-712-8708), pli@azdot.gov.

The design consultant will prepare the construction, pavement marking, and signing plans. Work zone traffic control plans will be limited.

The predesign phase is estimated to be 136 working days. The design phase is estimated to be 190 working days.

F. ESTIMATED COSTS

Alternative 2 was selected for the project improvements. The estimated construction cost is $1,775,000.00 for the option as shown in **Table 2**. The estimated construction cost for Alternative 1 is $2,273,000.00, see **Table 3**. The estimated construction cost for Alternative 3 is $739,000.00, see **Table 4**.

Pavement quantity estimates will be based on the pavement structural section of 2.5 inches Asphaltic Concrete on (existing and/or new) 6” cement-treated subbase.

G. REQUIRED ACTION BY THE PRIORITY PLANNING ADVISORY COMMITTEE AND/OR PROJECT REVIEW BOARD

This project is not currently funded for construction. The City is working with SCMPO to apply for grants and obtain construction funding.

H. SERVICE INVOLVEMENT SHEET

Field Review	Contacted	Service Involvement	Significant	Minimum	None	Unknown	Comments-Identifying Issues Which Make Involvement Significant Or Minimal
X	X	Statewide Project Management Group/Local Public Agency Section	X				Consultant design Project Manager: Vivian Pei-jung Li (602) 712-8708
X	X	Southcentral District	X				Stage Reviews, Construction Administration and Quality Testing
	X	Right-of-Way		X			Clearance Letter
	X	Traffic Engineering		X			Stage Reviews
	X	Drainage Design		X			Stage Reviews
		Bridge Design			X		Stage Reviews
	X	Pavement Design		X			Stage Reviews
	X	Geotechnical Services		X			Review Consultant Geotechnical Report
X	X	Environmental Planning	X				Stage Reviews, Approve CE and Clearance
	X	Roadway Design Section		X			Stage Reviews
	X	Utility & Railroad		X			Clearance Letter
		Engineering Survey Section			X		
		Roadside Development		X			Stage Reviews and Seeding Specification
	X	Contracts & Specs	X				Stage Reviews, Advertise and Award
X	X	City of Eloy	X				
	X	SCMPO	X				Obtained design funding, partnering w/City for construction funding

I. ITEMIZED COST ESTIMATE

Table 2 - Alternative 1 Cost Estimate

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	69	$ 15.00	$ 1,039.97
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	413	$ 12.00	$ 4,954.31
2040002	GRADING FOR DRAINAGE	SQ.YD.	5,541	$ 20.00	$ 110,820.00
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	1,320	$ 15.00	$ 19,797.98
3040006	CEMENT TREATED BASE (6")	SQ.YD.	1,260	$ 30.00	$ 37,804.05
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	175	$ 200.00	$ 34,968.75
5010025	PIPE, CORRUGATED METAL, 36"	L.FT.	288	$ 350.00	$ 100,800.00
6016088	HEADWALL (RELOCATE HEADWALL)	EACH	12	$ 20,000.00	$ 240,000.00
708XX01	PAVEMENT MARKING & SIGNAGE	L.SUM	1	$ 36,000.00	$ 36,000.00
8080201	RELOCATE (POWER POLE)	EACH	6	$ 15,000.00	$ 90,000.00
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	4,697	$ 40.00	$ 187,892.16
9080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	SQ.FT.	24,933	$ 10.00	$ 249,329.67
9080296	CONCRETE SIDEWALK RAMP (MAG DET. 236-4 SINGLE RAMP)	EACH	14	$ 3,000.00	$ 42,000.00
9080303	CONCRETE DRIVEWAY	SQ.FT.	243	$ 20.00	$ 4,850.00
9080511	SCUPPER (MAG DET. 203)	EACH	11	$ 7,000.00	$ 77,000.00
9170074	SPILLWAY (CONCRETE)	EACH	3	$ 5,000.00	$ 15,000.00
				SUBTOTAL	**$ 1,252,256.88**
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC (10%)	COST	10%		$ 125,226.00
810XX01	EROSION CONTROL (1%)	COST	1%		$ 12,523.00
810XX02	ENVIRONMENTAL IMPACT MITIGATION (3%)	COST	3%		$ 37,568.00
924XX02	CONTRACTOR QUALITY CONTROL (2%)	COST	2%		$ 25,045.00
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (2%)	COST	2%		$ 25,045.00
901XX01	MOBILIZATION (10%)	COST	10%		$ 125,226.00
				SUBTOTAL	**$ 1,602,889.88**
100XX01	UNIDENTIFIED ITEMS DURING DESIGN STAGES	COST	15%		$ 240,433.00
				SUBTOTAL	**$ 1,843,322.88**
	CONSTRUCTION ENGINEERING	COST	17%		$ 313,365.00
	POST DESIGN / RECORD DRAWINGS (1%)	COST	1%		$ 18,434.00
	CONTINGENCY (5%)	COST	5%		$ 92,167.00
	PUBLIC RELATIONS	L.SUM	1	$5,000.00	$ 5,000.00
				SUBTOTAL	**$ 2,272,288.88**
				TOTAL	**$ 2,273,000.00**

Table 3 - Alternative 2 Cost Estimate

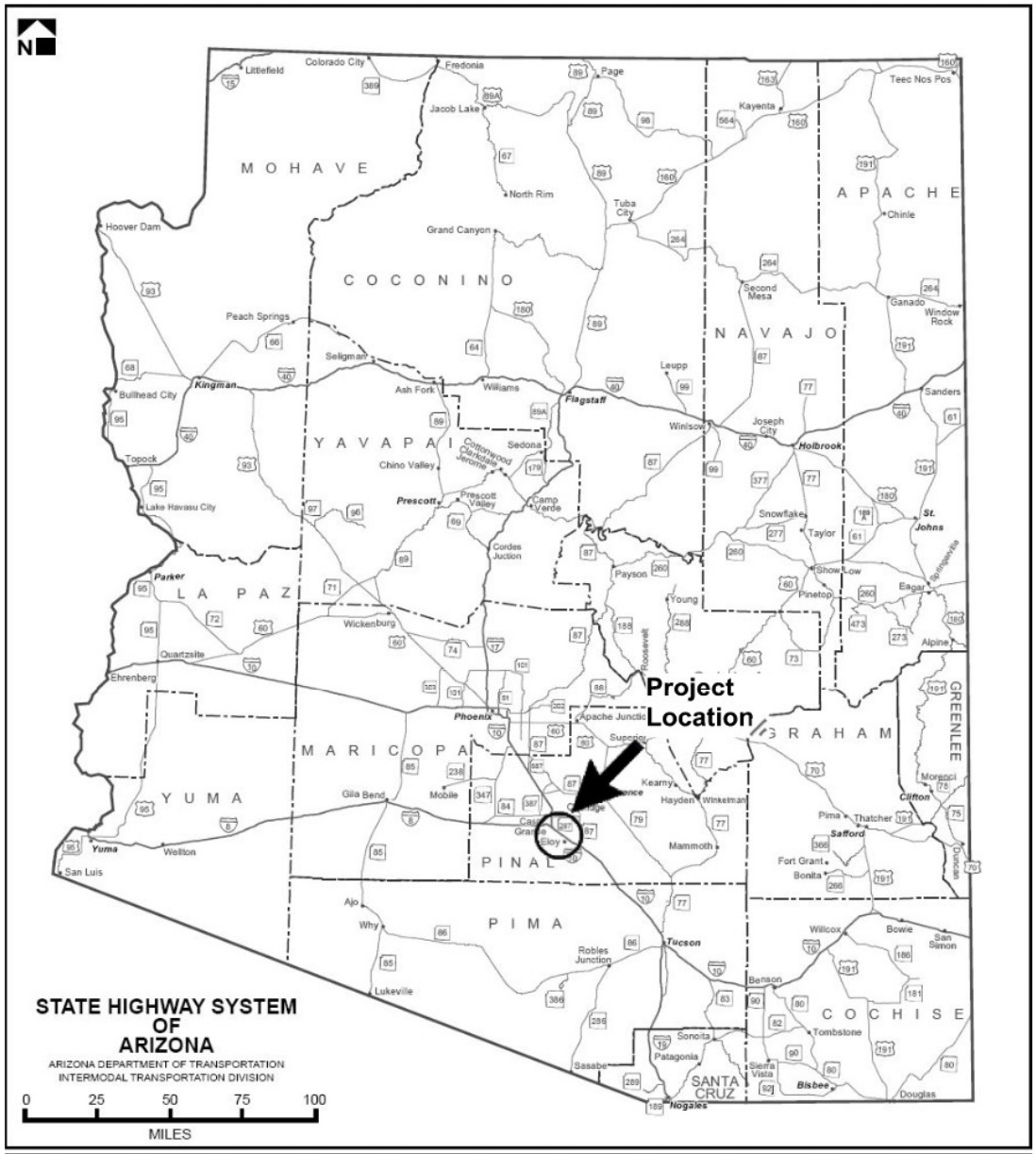
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	393	$ 15.00	$ 5,895.00
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	900	$ 12.00	$ 10,800.00
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	8,343	$ 15.00	$ 125,148.62
3040006	CEMENT TREATED BASE (6")	SQ.YD.	2,442	$ 30.00	$ 73,251.07
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	339	$ 200.00	$ 67,757.24
6110201	METAL HANDRAIL	L.FT.	200	$ 75.00	$ 15,000.00
708XX01	PAVEMENT MARKING & SIGNAGE	L.SUM	1	$ 51,000.00	$ 51,000.00
9080101	CONCRETE CURB AND GUTTER, TYPE A (MAG DET. 220)	L.FT.	5,827	$ 40.00	$ 233,080.00
9080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	SQ.FT.	27,042	$ 10.00	$ 270,418.75
9080296	CONCRETE SIDEWALK RAMP (MAG DET. 236-4 SINGLE RAMP)	EACH	14	$ 3,000.00	$ 42,000.00
9080303	CONCRETE DRIVEWAY	SQ.FT.	887	$ 20.00	$ 17,740.00
9080511	SCUPPER (MAG DET. 203)	EACH	5	$ 7,000.00	$ 35,000.00
9170074	SPILLWAY (CONCRETE)	EACH	4	$ 5,000.00	$ 20,000.00
				SUBTOTAL	**$ 967,090.68**
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC (10%)	COST	10%		$ 96,709.00
810XX01	EROSION CONTROL (1%)	COST	1%		$ 9,671.00
810XX02	ENVIRONMENTAL IMPACT MITIGATION (3%)	COST	3%		$ 29,013.00
924XX02	CONTRACTOR QUALITY CONTROL (2%)	COST	2%		$ 19,342.00
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (2%)	COST	2%		$ 19,342.00
901XX01	MOBILIZATION	L.SUM	1	$ 110,000.00	$ 110,000.00
				SUBTOTAL	**$ 1,251,167.68**
100XX01	UNIDENTIFIED ITEMS DURING DESIGN STAGES	COST	15%		$ 187,675.00
				SUBTOTAL	**$ 1,438,842.68**
	CONSTRUCTION ENGINEERING	COST	17%		$ 244,604.00
	POST DESIGN / RECORD DRAWINGS (1%)	COST	1%		$ 14,389.00
	CONTINGENCY (5%)	COST	5%		$ 71,943.00
	PUBLIC RELATIONS	L.SUM	1	$5,000.00	$ 5,000.00
				SUBTOTAL	**$ 1,774,778.68**
				TOTAL	**$ 1,775,000.00**

Table 4 - Alternative 3 Cost Estimate

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE ($)	AMOUNT ($)
2020021	REMOVAL OF CONCRETE CURB AND GUTTER	L.FT.	263	$ 15.00	$ 3,950.88
2020025	REMOVAL OF CONCRETE SIDEWALKS, DRIVEWAYS AND SLABS	SQ.FT.	633	$ 12.00	$ 7,598.59
2050001	GRADING ROADWAY FOR PAVEMENT	SQ.YD.	93	$ 15.00	$ 1,390.74
3040006	CEMENT TREATED BASE (6")	SQ.YD.	38	$ 100.00	$ 3,811.60
4090003	ASPHALTIC CONCRETE (MISCELLANEOUS STRUCTURAL)	TON	5	$ 300.00	$ 1,586.58
708XX01	PAVEMENT MARKING & SIGNAGE	L.SUM	1	$ 20,000.00	$ 20,000.00
9080241	CONCRETE SIDEWALK (MAG DET. 230 & 231)	SQ.FT.	25,602	$ 10.00	$ 256,019.40
9080303	CONCRETE DRIVEWAY	SQ.FT.	633	$ 20.00	$ 12,664.32
9080296	CONCRETE SIDEWALK RAMP (MAG DET. 236-5 SINGLE RAMP)	EACH	7	$ 3,000.00	$ 21,000.00
				SUBTOTAL	**$ 328,022.11**
701XX01	MAINTENANCE AND PROTECTION OF TRAFFIC (10%)	COST	10%		$ 32,802.00
810XX01	EROSION CONTROL (1%)	COST	1%		$ 3,280.00
810XX02	ENVIRONMENTAL IMPACT MITIGATION (3%)	COST	3%		$ 9,841.00
924XX02	CONTRACTOR QUALITY CONTROL (2%)	COST	2%		$ 6,560.00
925XX01	CONSTRUCTION SURVEYING AND LAYOUT (2%)	COST	2%		$ 6,560.00
901XX01	MOBILIZATION	L.SUM	1	$ 110,000.00	$ 110,000.00
				SUBTOTAL	**$ 497,065.11**
100XX01	***UNIDENTIFIED ITEMS DURING DESIGN STAGES	COST	20%		$ 99,413.00
				SUBTOTAL	**$ 596,478.11**
	CONSTRUCTION ENGINEERING	COST	17%		$ 101,402.00
	POST DESIGN / RECORD DRAWINGS (1%)	COST	1%		$ 5,965.00
	CONTINGENCY (5%)	COST	5%		$ 29,824.00
	PUBLIC RELATIONS	L.SUM	1	$5,000.00	$ 5,000.00
				SUBTOTAL	**$ 738,669.11**
				TOTAL	**$ 739,000.00**

J. MAPS

FIGURE 1 – STATE LOCATION MAP:

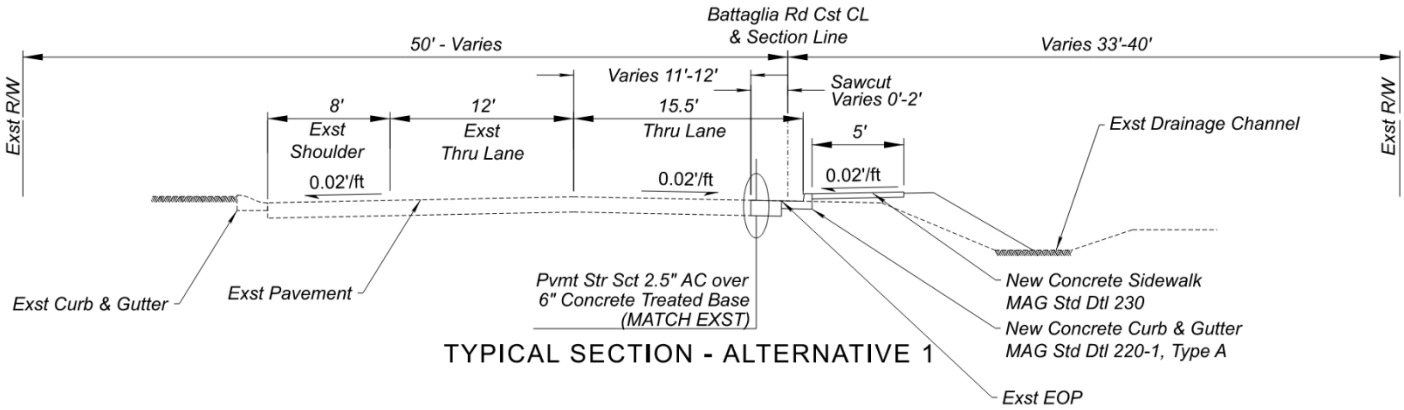


Battaglia Road, Eleven Mile Corner Road to Sunshine Boulevard
Federal Project No. TBD
ADOT TRACS No. 0000 PN ELY T0539 03D
Figure 1. State Location Map

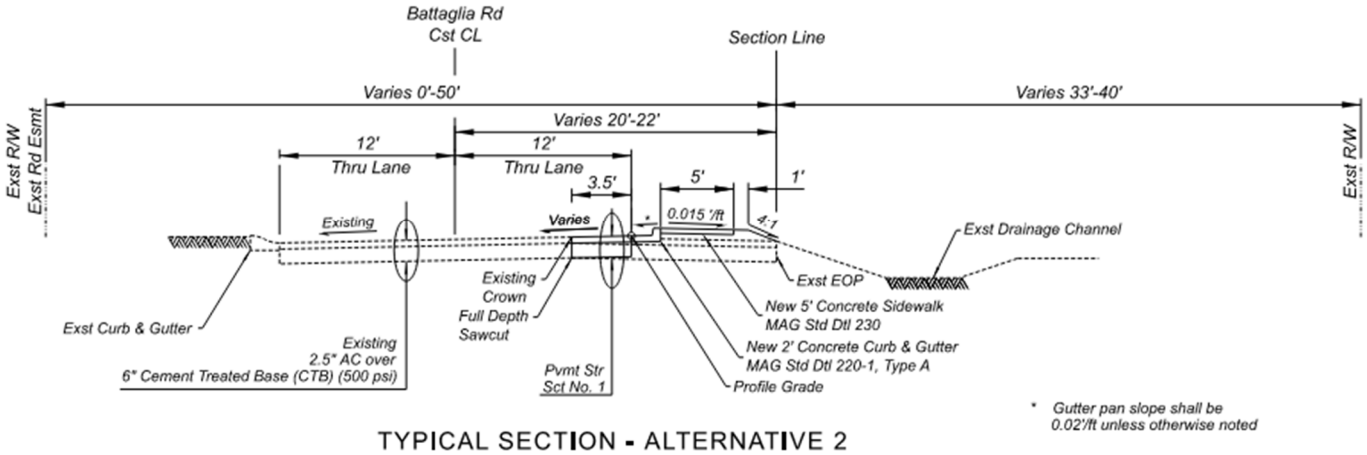
FIGURE 2 – VICINITY MAP:

K. TYPICAL SECTIONS

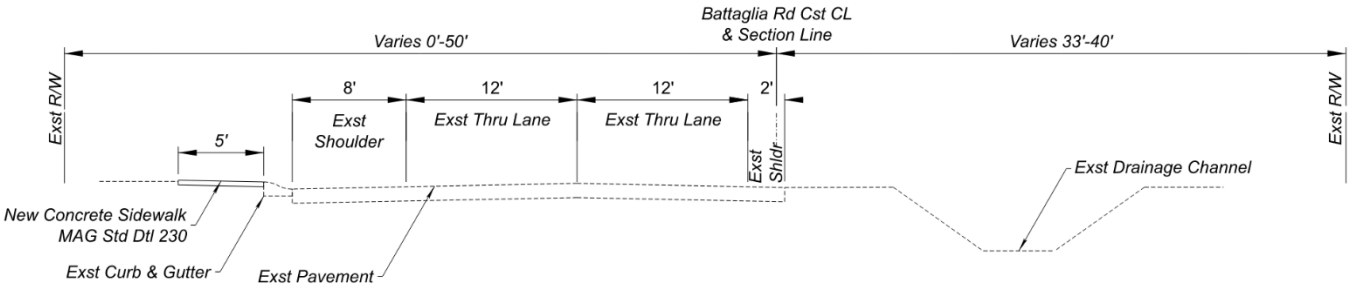
FIGURE 3 – TYPICAL SECTIONS



TYPICAL SECTION - ALTERNATIVE 1



TYPICAL SECTION - ALTERNATIVE 2



TYPICAL SECTION - ALTERNATIVE 3

APPENDIX A
ROLL PLOTS

BATTLEFIELD RD
EUCALYPTUS & CORNER RD
SHADOW ST
ALDER ST
CYPRESS ST
Bikeway Per Cat C & Section Line
Curb Ext
Crosswalk
Concrete Vertical Curb & Gutter
Concrete Sidewalk
Concrete Driveway
Curb Ramp Type
Curb Ramp Type Detectable
Pedestrian Signal Pole
Pedestrian Signal Head
Utility Pole
Fire Hydrant
Street Light Pole
Street Light Pole Decorative
Sign
Mailbox
Bollard
Cast Iron Drain Grate
Cast Iron Drain Grate Decorative
Manhole Cast Utility Access
Manhole Blank Utility Access
Manhole Blank Utility Access Decorative
Manhole Blank Utility Access Decorative
Manhole Cast Utility Access
Manhole Cast Utility Access Decorative
Manhole Blank Utility Access
Manhole Cast Utility Access
Manhole Blank Utility Access
Manhole Cast Utility Access
Manhole Blank Utility Access
Manhole Cast Utility Access

BATTAGLIA RD
SOUTHBANK CONNECTOR RD
MONTANA ST
ADAMS ST
DOUGLAS ST
BOSWORTH ST
PARKING RD
BOSWORTH BLVD
TYPICAL SECTION - ALTERNATIVE 2
New Sidewalk
New Ramp
Horrocks
PROJECT NO. 1000-000-00
DATE: 00-00-00
DESIGNED: XX
DRAWN: XX
REVIEWED: XX
SHEET NO. 00 OF 00
SHEETS
DESIGN CRITERIA AS TEMPORARY
PRELIMINARY NOT FOR CONSTRUCTION
SUPPORT GROUP
BATTAGLIA RD / SOUTHBANK CONNECTOR RD / BOSWORTH BLVD
FROM PARKING RD TO CLEARWATER RD
CITY OF LEWISTON, IDAHO
FOR: LEWISTON URBAN RENEWAL AGENCY
PROJECT NO. 1000-000-00
PROJECT NAME: TRAFFIC STUDY
PROJECT NO. 1000-000-00
PROJECT NAME: TRAFFIC STUDY

Existing Drainage Channel
Midlights Rd Cut Co
Fence Line
Fence Line
Concrete Sidewalk
WEST 200 S N
End Median
To Remain
End Median
To Remain
End Pipe Pipe
To Remain
End Pipe Optimal
To Remain
Fence Line
Fence Line
Fence Line

BATTAGLIA RD

ELEVEN MILE CORNER RD TO SUNSHINE BLVD

PROJECT NO.:

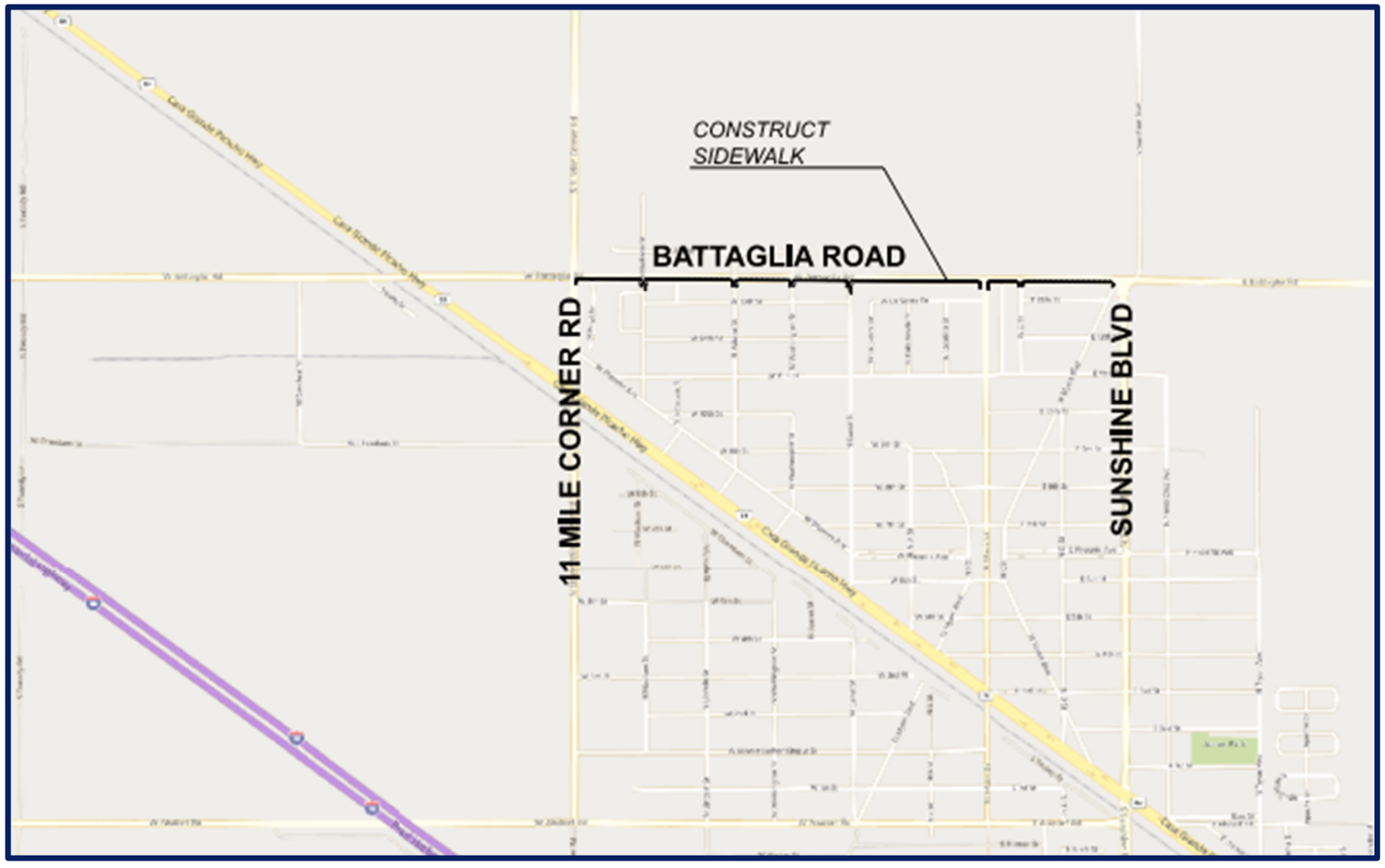
0000 PN ELY T0539 01C

FEDERAL AID NO.:

ELY- 0(209)T

SCOPE:

Construct new sidewalk from 11 Mile Road to Sunshine Blvd



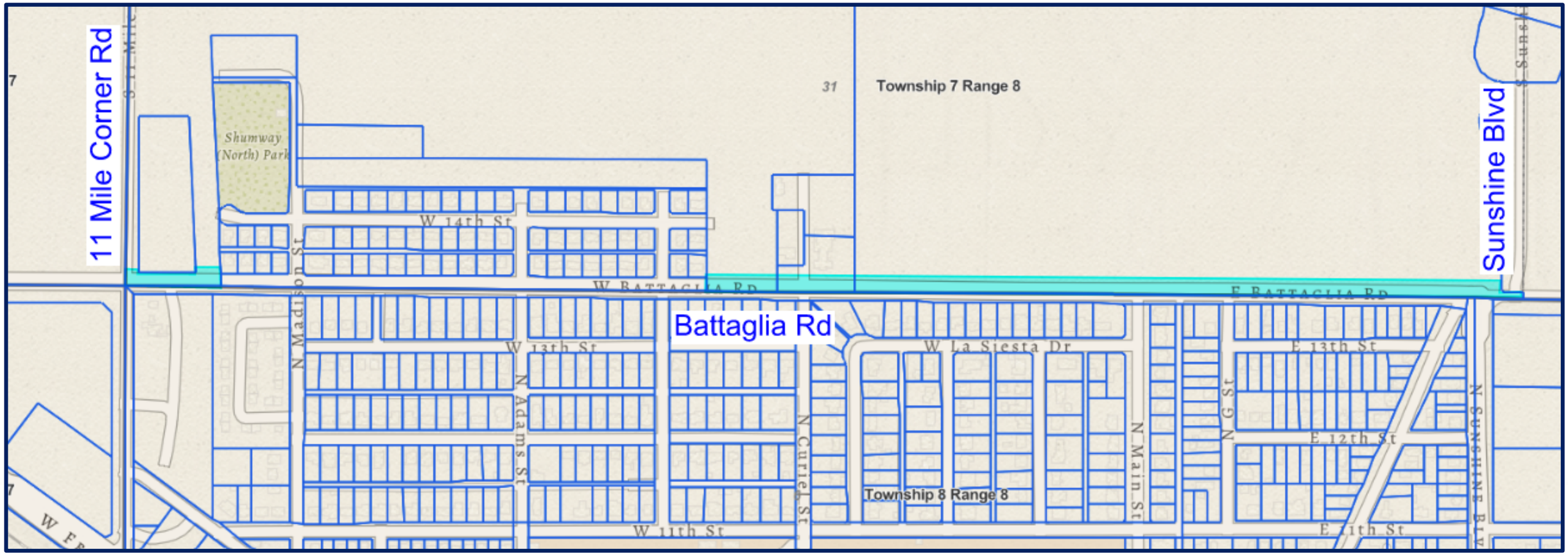
EXISTING CONDITION

- ~35’ paved road with 2 travel lanes and 8’ shoulder
- Channel parallels southern edge
- Cars use the existing dirt behind curb and gutter to park

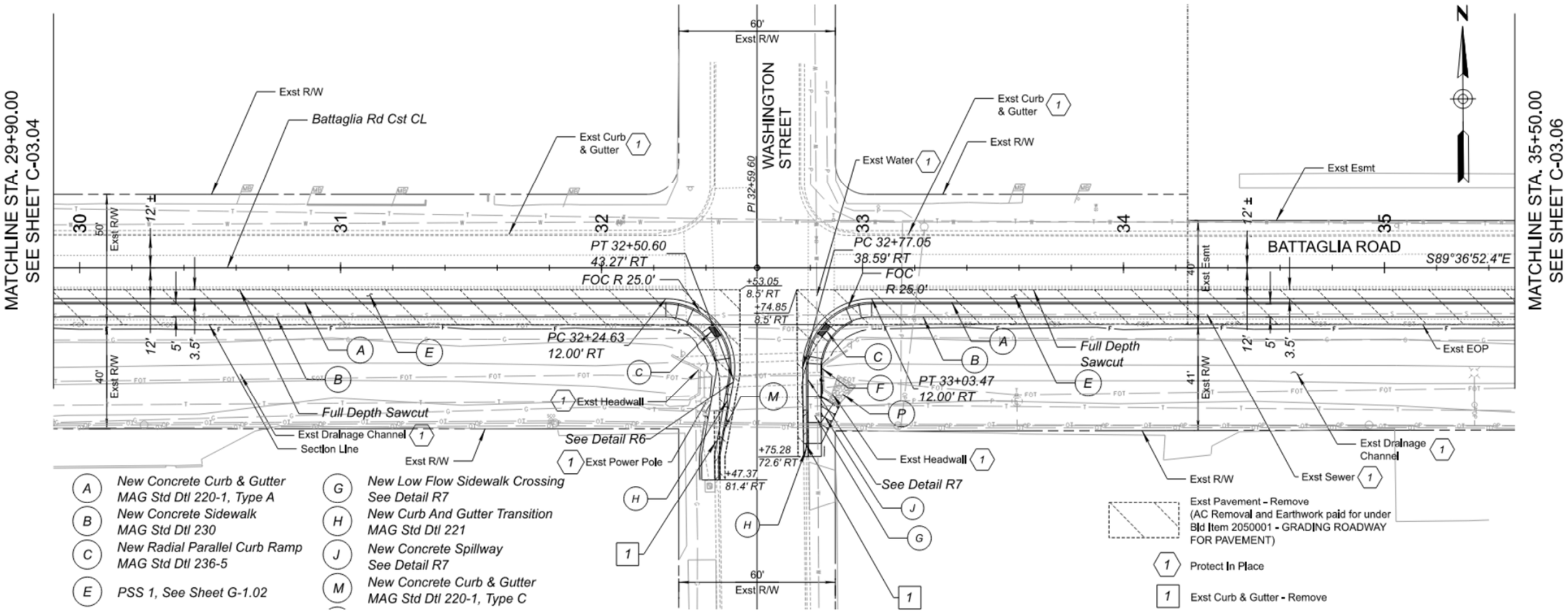
PARKED CAR EXAMPLES

EXISTING ROW

- CYAN: existing road is within 40’ road easement
- City does not own ROW

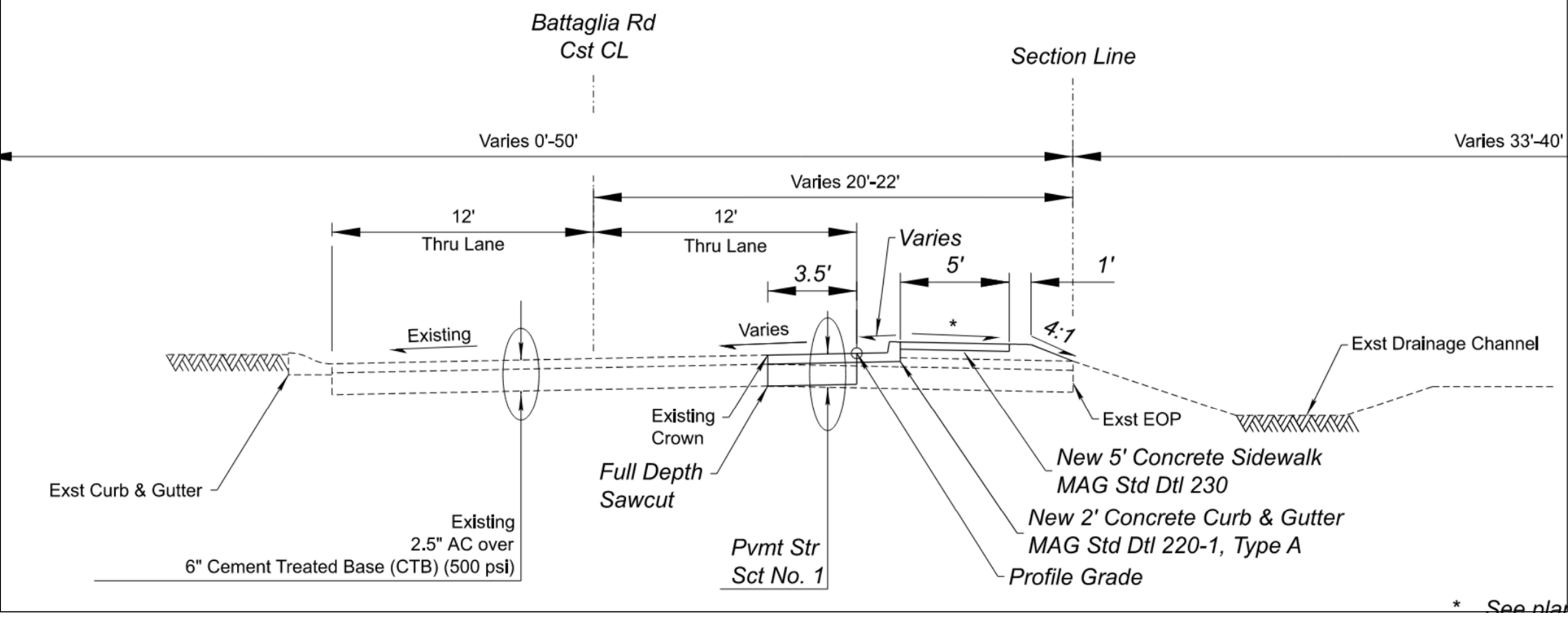


PROPOSED DESIGN



PROPOSED DESIGN

- Typical section looking west



PROPOSED DESIGN

BENEFITS

- Sidewalk remains within road easement, and does not require ROW acquisition
- No significant impacts to channel capacity
- No extensions of pipe culverts – reduction in cost
- No utility relocations, i.e., hydrants, communication pedestals
- No impacts to private driveways along north side
- Maintains existing parking patterns

CITY OF ELOY
REQUEST FOR COMMISSION ACTION

Agenda Item: VII.E.
Date: 4/13/2026

Date submitted: 03/30/2026 **Date requested:** 4/13/2026	**Action:** Resolution	**Subject: Adopt Resolution 26-1652, approving Case No. CUP2025-011 Park 8-10 Freeberg Outdoor Storage. A request for a Conditional Use Permit to allow outdoor storage on the property zoned Light Industrial (I-1) located at 5610 North Sunland Gin Road, and consisting of approximately 13.62 acres.**

TO: Planning and Zoning Commission

FROM: Dan Symer

RECOMMENDATION:

The staff recommends that the Planning and Zoning Commission find that the Conditional Use Permit Criteria have been met and recommend to the City Council that Case No. CUP2025-011 Park 8-10 Freeberg Outdoor Storage be approved in accordance with the attached Conditions of Approval.

DISCUSSION:

Request:
The applicant, DLR Group, c/o Tim Thielke, as the applicant, has applied for a Conditional Use Permit (CUP) to allow outdoor storage on an approximately 13.62 acres site located at 5610 North Sunland Gin Road, zoned Light Industrial (I-1).

Context:
The property is primary surrounded by vacant land to the north, east and west, and mobile home residential and a vacant hotel to the south. The General Plan uses map designations of the site, and the adjacent properties to the west and north is designated Light Industrial, the east is designated General Industrial, and the south is designated Mixed-Use. The surrounding properties are zoned Light Industrial (I-1) to the west, General Industrial (I-2) to the east, General Commercial (C-2) to the south, and Single-family Residential (R1-54) to the north.

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 outdoor storage use is not anticipated to be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or 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;

- ***The City's General Plan designates the property as Light Industrial, which is characterized as the least intense industrial employment uses. This generally includes offices, research and development, wholesale and storage warehouses, utility centers, the repairing and packaging of goods, and ancillary eating and retail establishments. The proposed outdoor storage is permissible in the Light Industrial (I-1) district, provided it receives approval through a Conditional Use Permit (CUP). Granting this Conditional Use Permit for outdoor storage will help advance the goals of the General Plan by supporting the operation of the business that contributes to offering a diverse range of employment opportunities and supportive land uses, thereby fostering a sustainable community (General Plan Goal 3.1.1.1). Furthermore, the proposed CUP supports "commercial, employment, and industrial development in the designated Growth Area nodes" (Goal 3.3.1.2).***

C. The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements; and

- ***The proposed Conditional Use Permit application for outdoor storage is required to comply with all applicable ordinance provisions and the Conditions of Approval that are recommended to be incorporated as part of the approval.***

D. The proposed conditional use shall conform to the character of the neighborhood within the same zoning district in which it is located. In making such a determination,

considerations shall include the location, type, and height of the buildings or structures and the type and extent of landscaping and screening on the site.

- ***The proposed use is consistent with the Light Industrial land use, it provides areas for fabrication, manufacturing, processing and storage uses that are appropriately screened and landscaped. The proposed Conditional Use for outdoor storage is consistent with the planned neighborhood character of the area.***

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

- ***Water, sewer lines, and a fire hydrant are present along North Sunland Gin Road. The with the development of the property, the use and property's road access and drainage would meets Eloy standards. Access to the site will be from North Sunland Gin Road.***

F. Adequate measures shall provide ingress and egress so designated as to minimize traffic hazards and traffic congestion on the public roads.

- ***With the development of the property, the property owner will be constructing all necessary street improvement to accommodate the development.***

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

- ***The proposed outdoor storage is not anticipated to generate offensive vibration, noise, order, dust, smoke, or gas.***

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

- ***The proposed outdoor storage will be conducted within the secured area of the property (south side of the proposed building), and it 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.***

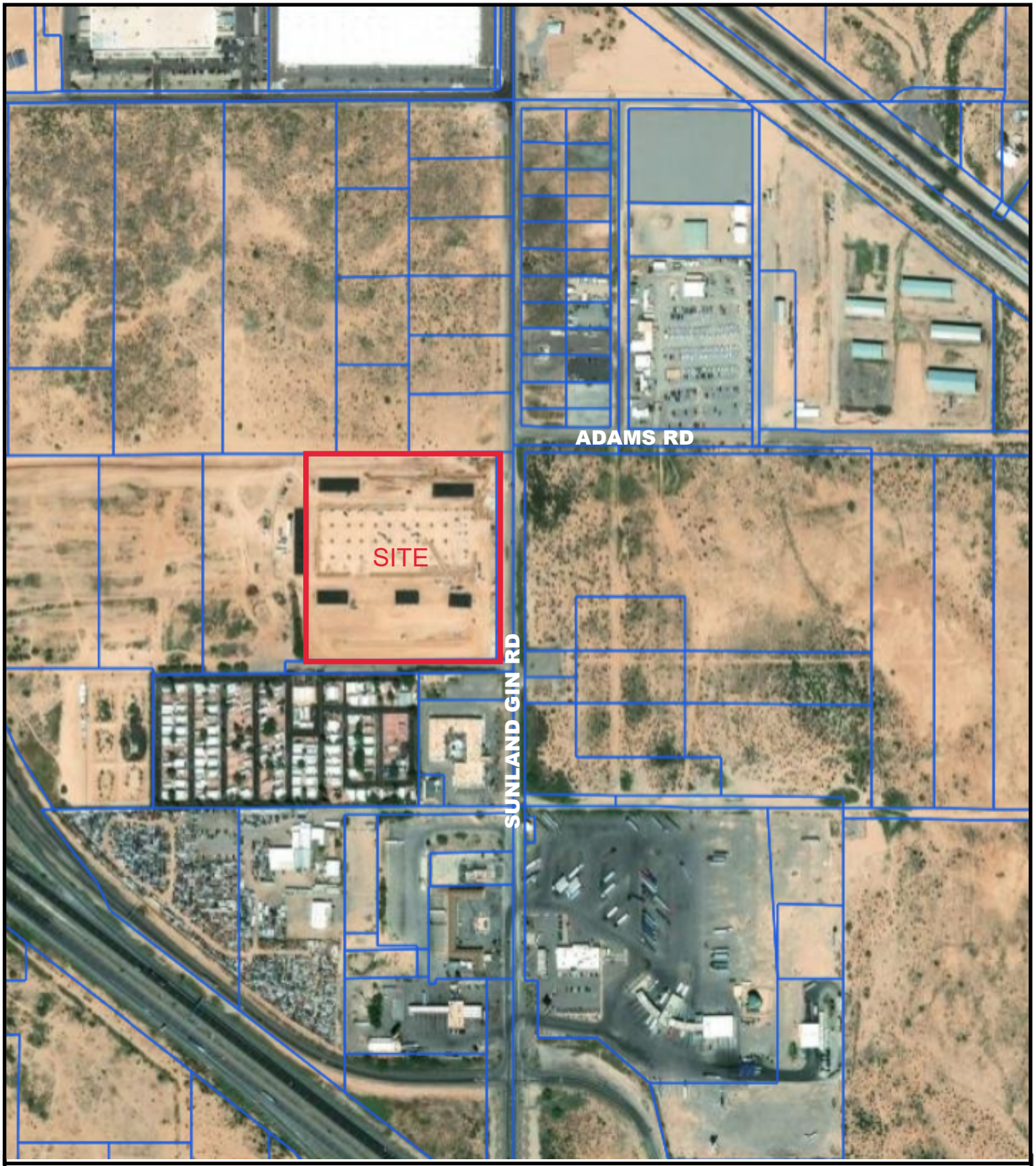
I. The establishment of the proposed use shall not impede the orderly development and improvement of surrounding property for uses permitted within the zoning district.

- ***The proposed outdoor storage use will be conducted on the south side of the proposed building, and the outdoor storage area will occur within a view-obscuring wall. The surrounding uses are not anticipated to negatively impact or impede the orderly development of surrounding properties or uses permitted within the Light Industrial (I-1), General Industrial (I-2), General Commercial (C-2), and Single-family Residential (R1-54) zoning districts.***

Planning and Zoning Commission
On March 11, 2026, the Planning and Zoning Commission held a public hearing on the subject application and recommended approval to the City Council by a vote of 7-0.

FISCAL IMPACT:

There is no anticipated fiscal impact of the proposed changes.



Conditional Use Permit Exhibit - Case No: CUP2025-011
Park 8 - 10 Freeberg Outdoor Storage

0 500 1,000
Feet

N

Legend

Subject
Property lines

DLR Group Inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

Thursday September 25, 2025

Dan Symer, AICP
Community Development Director
dsymer@eloyaz.gov
520-466-2578

Re: Project Name: Park 8 Ten – Freeberg Build to Suit
DLR Group Project No.: {30-25142-00}

Conditional Use Permit Narrative – Park 8 Ten Industrial - Freeberg Build-to-Suit

Dear Dan Symer,

1. **Current Zoning District:**

The project site is zoned **I-1 (Light Industrial)**. The proposed use is consistent with the intent and allowable uses of this zoning classification, subject to approval of the Conditional Use Permit.

2. **Description of Proposed Use:**

The Park 8 Ten – Freeberg Build to Suit Project is designed as a specialized industrial facility supporting the storage, assembly, and distribution of diesel generator equipment ("gensets") and stacked base tanks. The project includes dedicated southern and northern yard areas to accommodate these operations.

- **Southern Yard & Northern Yard (Enclosed):** Used for the temporary storage of gensets and base tanks prior to shipment.

- **Mobile Gantry Cranes:** Two mobile gantry cranes, one located in each yard, are essential for lifting, loading, and unloading large engines and fully assembled gensets. These cranes are a necessary part of Freeberg's operations, as gensets and base tanks cannot be safely moved or loaded using forklifts alone. The cranes allow for efficient and controlled handling of large, heavy equipment, ensuring workplace safety and minimizing potential risk of damage.

- **Hyster H620 Forklifts:** Heavy-duty forklifts will be used in the yards to assist in maneuvering gensets and base tanks within the storage areas and staging them for loading.

- **Distribution:** Once prepared, gensets and base tanks are loaded onto low flatbed trucks for delivery to Freeberg's customers.

This facility will allow Freeberg to efficiently serve its client base while maintaining the highest standards of safety, organization, and operational performance.

3. **Section 21-6-7.4 Required Findings Responses:**

   A. **The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.**

      a. *Response: The proposed use is an industrial storage and logistics operation located within an appropriately zoned area. The operations are confined within designated yards on-site, with access limited to trained employees. All equipment handling will follow industry-standard safety practices. No residential uses are located in the immediate vicinity, minimizing potential conflicts with surrounding uses. The project will therefore not be detrimental to public health, safety, or general welfare.*

   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.**

      a. *Response: The project is consistent with the Eloy General Plan's goals of promoting employment-generating industrial development, diversifying the local economy, and encouraging orderly growth within designated industrial corridors. The facility supports regional job creation and aligns with the City's vision for strategic industrial expansion near key transportation routes. The project complies with applicable land use, circulation, and economic development policies of the General Plan.*

   C. **The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements.**

      a. *Response: The project will comply with all applicable City zoning requirements, building codes, fire codes, and environmental regulations. Equipment operation and storage will follow state and federal safety standards, ensuring full regulatory compliance.*

   D. **The proposed conditional use shall conform to the neighborhood's character within the same zoning district in which it is located.**

      a. *Response: The facility is located within an established and emerging industrial area. The use is consistent with the character of the zoning district and surrounding properties, which include industrial and logistics activities. Building heights, yard functions, and screening/landscaping will be designed to integrate with the character of the neighborhood and maintain an orderly appearance.*

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

      a. *Response: All necessary utilities and infrastructure will be extended to the site as part of the development. The project will provide adequate drainage per City engineering requirements*

and comply with all fire protection standards, including access for emergency vehicles and hydrant placement. Access roads have been designed to accommodate large truck traffic safely and efficiently.

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

   a. *Response: The site design includes dedicated truck ingress and egress points to minimize traffic conflicts with passenger vehicles. Internal circulation has been designed for safe truck maneuvering, and all driveways meet City standards. The project will not generate excessive traffic beyond typical industrial uses, and its access points are located to reduce potential congestion on public roads.*

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

   a. *Response: Operations involve the storage, handling, and loading of equipment only. No manufacturing, production, or assembly processes creating dust, odor, smoke, or emissions are proposed. Noise will be limited to the operation of forklifts, trucks, and cranes, which is typical and appropriate for an industrial yard setting. All activities will comply with applicable City noise standards.*

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 diminish or impair the property values within the neighborhood.**

   a. *Response: The project complements existing industrial uses in the area and will not interfere with the enjoyment or value of nearby properties. The proposed facility supports orderly industrial development and contributes positively to the area's economic vitality, thereby enhancing surrounding property values.*

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

   a. *Response: The proposed use is consistent with surrounding industrial development and will not impede future industrial growth in the area. Instead, it will support the City's goals of attracting high-quality employers and strengthening the industrial corridor.*

4. **Steps to Minimize Potential Impacts:**

The project incorporates the following measures to minimize potential impacts to adjacent property owners and the community:

- **Screening and Landscaping:** The yard areas will be enclosed and landscaped consistent with City requirements, ensuring visual screening of stored equipment.

- **Noise Control:** Activities will be limited to normal business hours, and equipment will be operated within manufacturer guidelines to minimize noise.

- **Traffic Management:** Truck access will be separated from employee and visitor traffic, reducing potential conflicts.

- **Dust Control:** Paved surfaces and best practices will be implemented to eliminate dust generation.
- **Safety Measures:** Cranes and forklifts will only be operated by certified personnel under strict safety protocols.

Sincerely,
DLR Group

Tim Thielke, AIA, NCARB
Workplace Leader | Principal

Encl: Project Narrative, Site Plan, Owner's Authorization Letter

cc:
Jim St John, Freeberg
Brandon Loomis, Freeberg
Aleix Barandiaran, Freeberg
Brett Shaves, Newport Commercial Partners
Richard South, DLR Group
TC Kho, DLR Group

PARK 8 TEN INDUSTRIAL

FREEBERG BTS - OPEN OUTDOOR STORAGE
(CONDITIONAL USE PERMIT)

5610 N. SUNLAND GIN ROAD.
ELOY, AZ 85131

CONSTRUCTION DOCUMENT

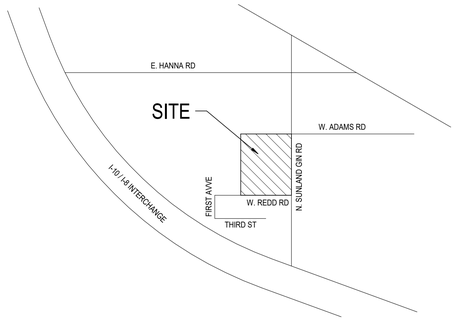
OCTOBER 23RD. 2025

PROJECT INFORMATION

OWNER:
PARK 8 TEN INDUSTRIAL, LLC
ATTN: BRETT SHAVES
16220 N SCOTTSDALE RD, SUITE 360
SCOTTSDALE, AZ 85254
PH: 480-859-0200

ARCHITECT:
DLR GROUP
ATTN: TIM THIELKE
6225 N 24TH STREET, SUITE 250
PHOENIX, AZ 85016
PH: 480-206-7727

VICINITY MAP



NORTH

VICINITY MAP

NOT TO SCALE

SPECIAL INSPECTIONS

- TBD

SHEET INDEX

.GENERAL.

G0.1 COVER SHEET

.ARCHITECTURAL.

AS1.00 ARCHITECTURAL SITE PLAN (FOR REFERENCE ONLY)
AS1.01 ARCHITECTURAL SITE PLAN
AS1.02 ARCHITECTURAL SITE PLAN SECTION (NORTH-SOUTH)
AS1.03 SITE & VICINITY PLAN AND SITE POSTING REQUIREMENTS

ADD-01

APPLICABLE CODES / GUIDELINES

APPLICABLE CODES, REGULATIONS AND DESIGN GUIDELINES:

2018 INTERNATIONAL BUILDING CODE (WITH CITY OF ELOY AMENDMENTS)
2018 INTERNATIONAL FIRE CODE (WITH CITY OF ELOY AMENDMENTS)
2018 INTERNATIONAL MECHANICAL CODE (WITH CITY OF ELOY AMENDMENTS)
2018 INTERNATIONAL FUEL AND GAS CODE (WITH CITY OF ELOY AMENDMENTS)
2018 INTERNATIONAL ENERGY CONSERVATION CODE (WITH CITY OF ELOY AMENDMENTS)
2018 INTERNATIONAL PLUMBING CODE (WITH CITY OF ELOY AMENDMENTS)
2017 NATIONAL ELECTRICAL CODE (WITH CITY OF ELOY AMENDMENTS)
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN
NFPA 13: STANDARD FOR THE INSTALLATION OF FIRE SPRINKLER SYSTEM

SCOPE OF USAGE PROPOSAL

UTILIZING THE OPEN YARD (APPROXIMATELY 90,000 SF) OF A SINGLE STORY 159,480 SF INDUSTRIAL FACILITY (TYPE VB CONSTRUCTION TYPE WITH S-1, F-1 & B OCCUPANCIES) ON A 3.62 ACRE LOT, TO STORE BUILT GENERATOR UNITS.

THE SITE IS LOCATED ON THE WEST SIDE OF SUNLAND GIN ROAD JUST NORTH OF THE I-10 / I-8 INTERCHANGE IN THE CITY OF ELOY. THIS SUBMITTAL INCLUDES THE WAREHOUSE BUILDING STRUCTURE AND ALL ON-SITE INFRASTRUCTURE FOR THE FACILITY.

Development Plan
CUP2026-0011
City Staff Date 03/11/2026

DLRGROUP
© DLR Group

CERTIFICATED ARCHITECT
67162
TIMOTHY
THIELKE
10-17-2025
ARIZONA, U.S.A.

PARK 8 TEN INDUSTRIAL - FREEBERG BTS
OPEN OUTDOOR STORAGE
5610 N. SUNLAND GIN ROAD.
ELOY, AZ 85131

CONSTRUCTION DOCUMENTS
9/19/25
REVISIONS
ADD-01 XX-XX-2025 TBD

30-25142-01

COVER SHEET

G0.1

Autodesk Docs://30-25142-00 Park 8 Ten Industrial/Freeberg BTS/30-25142-00_Park 8 Ten Industrial-Freeberg Generator Storage_AR_2024.rvt
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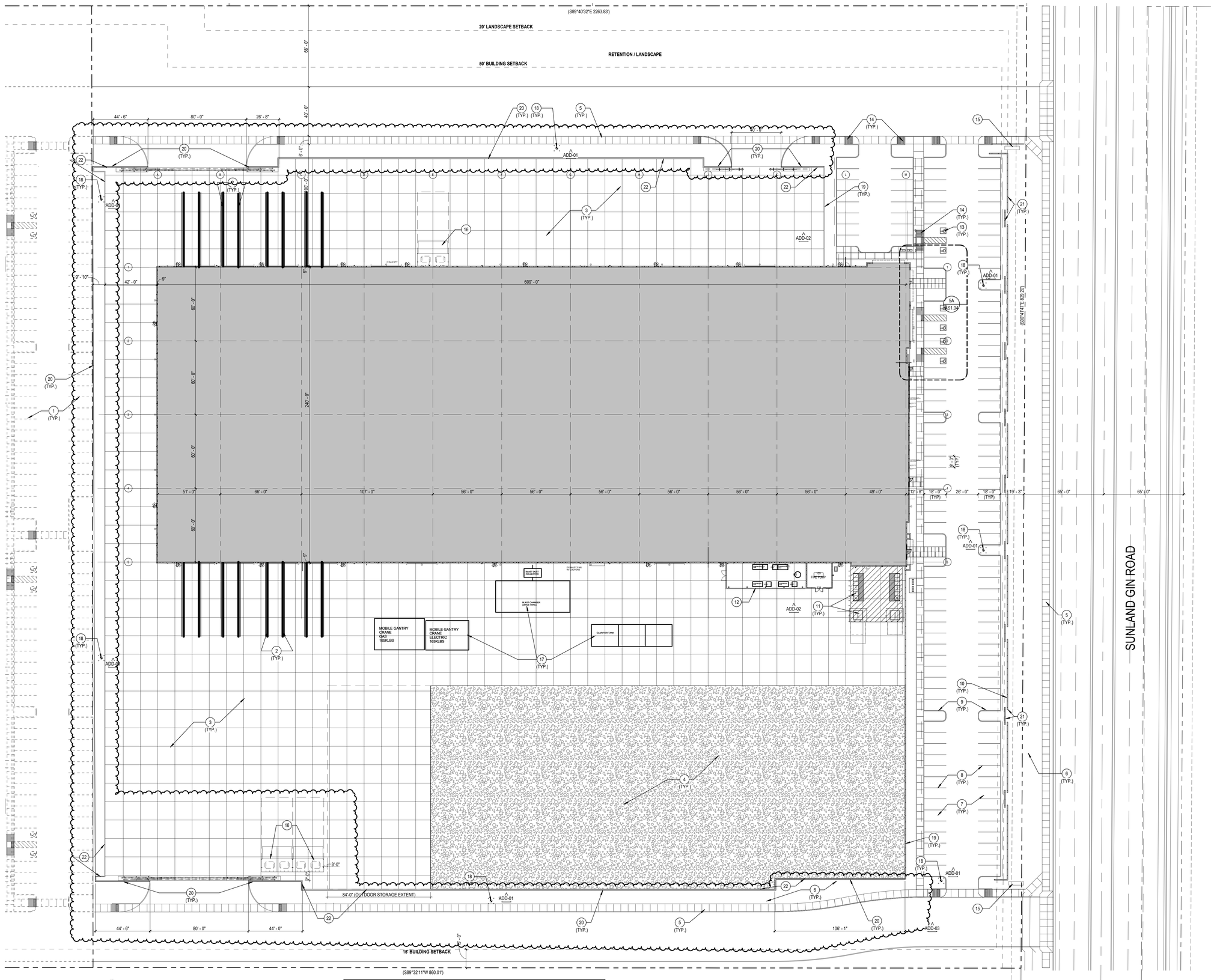

OVERALL FLOOR PLAN, LEVEL 1

(FOR REFERENCE ONLY)

SCALE: 1" = 30'-0"

0 15 30 60
SCALE: 1" = 30'

PROJECT INFORMATION

PROJECT NAME:	PARK 8-TEN LOGISTICS
PROJECT ADDRESS:	5610 N. SUNLAND GIN ROAD, ELOY, AZ 85131
OWNER:	NEWPORT COMMERCIAL PARTNERS LLC 16200 N SCOTTSDALE RD SCOTTSDALE, AZ 85254 PHONE: 480-859-0200 CONTACT: BRETT SHAVES
ARCHITECT:	DLR GROUP 6225 N 24TH STREET, SUITE 250 PHOENIX, AZ 85016 PHONE: 480-206-7727 CONTACT: TIM THIELKE
ASSESSOR'S PARCEL NUMBER:	511-33-016A
EXISTING ZONING:	I-1
PROPOSED USE:	OFFICE/INDUSTRIAL/WAREHOUSE/DISTRIBUTION
ALLOWED BUILDING HEIGHT:	45'
PROPOSED BUILDING HEIGHT:	45'
STORIES:	1-STORY
CONSTRUCTION TYPE:	V-B
MINIMUM LOT WIDTH:	N/A
BUILDING SETBACKS :	
FRONT STREET (EAST)	20' MIN
SIDE (NORTH)	15' MIN
RESIDENTIAL (NORTH/SOUTH)	50' MIN
REAR (WEST)	15' MIN
LANDSCAPE STREET	15' MIN
LANDSCAPE RESIDENTIAL	20' MIN
GROSS SITE AREA:	± 2,060,160 S.F. (± 47.29 ACRES)
NET SITE AREA:	± 2,009,241 S.F. (± 46.13 ACRES)
BUILDING SITE AREA:	
BUILDING 1	± 593,294 S.F. (± 13.62 ACRES)
PROPOSED BUILDING AREA:	
BUILDING 1	± 159,480 S.F.
LOT COVERAGE:	± 26.9% (60% MAXIMUM ALLOWED) (159,480 SF / 593,294 SF = .2688)
PARKING REQUIRED:	
OFFICE	1 PARKING SPACE PER 350 SQUARE FEET
INDUSTRIAL WAREHOUSE	1 PARKING SPACE PER 2,000 SQUARE FEET
BUILDING 1	
OFFICE	± 12,000 SF @ 1 SPACE/350 G.S.F. = 35 SPACES
WAREHOUSE	± 147,480 SF @ 1 SPACE/2,000 G.S.F. = 74 SPACES
TOTAL BUILDING 1	109 SPACES
PARKING PROVIDED:	
BUILDING 1	131 SPACES
PARKING RATIO:	±0.8 SPACES PER 1,000 S.F.
ADA PARKING REQUIRED:	
BUILDING 1	6 SPACES
ADA PARKING PROVIDED:	
BUILDING 1	6 SPACES
BICYCLE PARKING REQUIRED: (1/10 SPACES PER FIRST 50 PARKING STALLS & 1/20 FOR REMAINING):	
BUILDING 1	10
BICYCLE PARKING PROVIDED:	
BUILDING 1	10

SHEET NOTES

1 FUTURE SITE IMPROVEMENTS
2 EMBEDED TROLLY RAILS
3 PORTLAND CEMENT CONCRETE PAVEMENT (PCCP)
4 GRAVEL YARD AREA
5 CONCRETE SIDEWALK
6 LANDSCAPE AREA
7 ASPHALT PAVING
8 PAINTED STRIPE
9 CONCRETE CURB PER CIVIL DRAWINGS
10 CMU PARKING SCREEN WALL
11 SES AND TRANSFORMER
12 COVERED CHAIN LINK ENCLOSURE WITH 8'-0" WIDE SWING GATE
13 ADA PARKING
14 CONC RAMP AND CURB
15 ENTRY MONUMENT SIGN
16 TRASH ENCLOSURE
17 YARD EQUIPMENT PER OWNER
18 FIRE HYDRANT
19 8" CMU WALL
20 8'H x 4'W POLYETHYLENE FENCE PANEL- SIMTEK ASHLAND ADD-03
21 PARKING SCREEN WALL - SEE DET.4A/AS1.03
22 6" CONCRETE CURB ADD-02

Development Plan
CUP2026-0011
City Staff Date 03/11/2026

DLRGROUP
© DLR Group

REGISTERED ARCHITECT
CERTIFICATE NO.
67163
TIMOTHY
THIELKE
Date Signed 10-27-25
ARIZONA, U.S.A.

PARK 8 TEN INDUSTRIAL - FREEBERG BTS

5610 N. SUNLAND GIN ROAD,
ELOY, AZ 85131

CONSTRUCTION DOCUMENTS
4/25/25

REVISIONS

ADD-01	06-19-2025	City Comments
ADD-02	08-12-2025	Client's V.E. & Drawing Clarification
ADD-03	10-27-2025	V.E. City Comments

30-25142-00

ARCHITECTURAL SITE PLAN

AS1.01

Autodesk Docs://30-25142-00_Park 8 Ten Industrial-Freeberg BTS/30-25142-00_Park 8 Ten Industrial-Freeberg BTS_AR_2024.rvt
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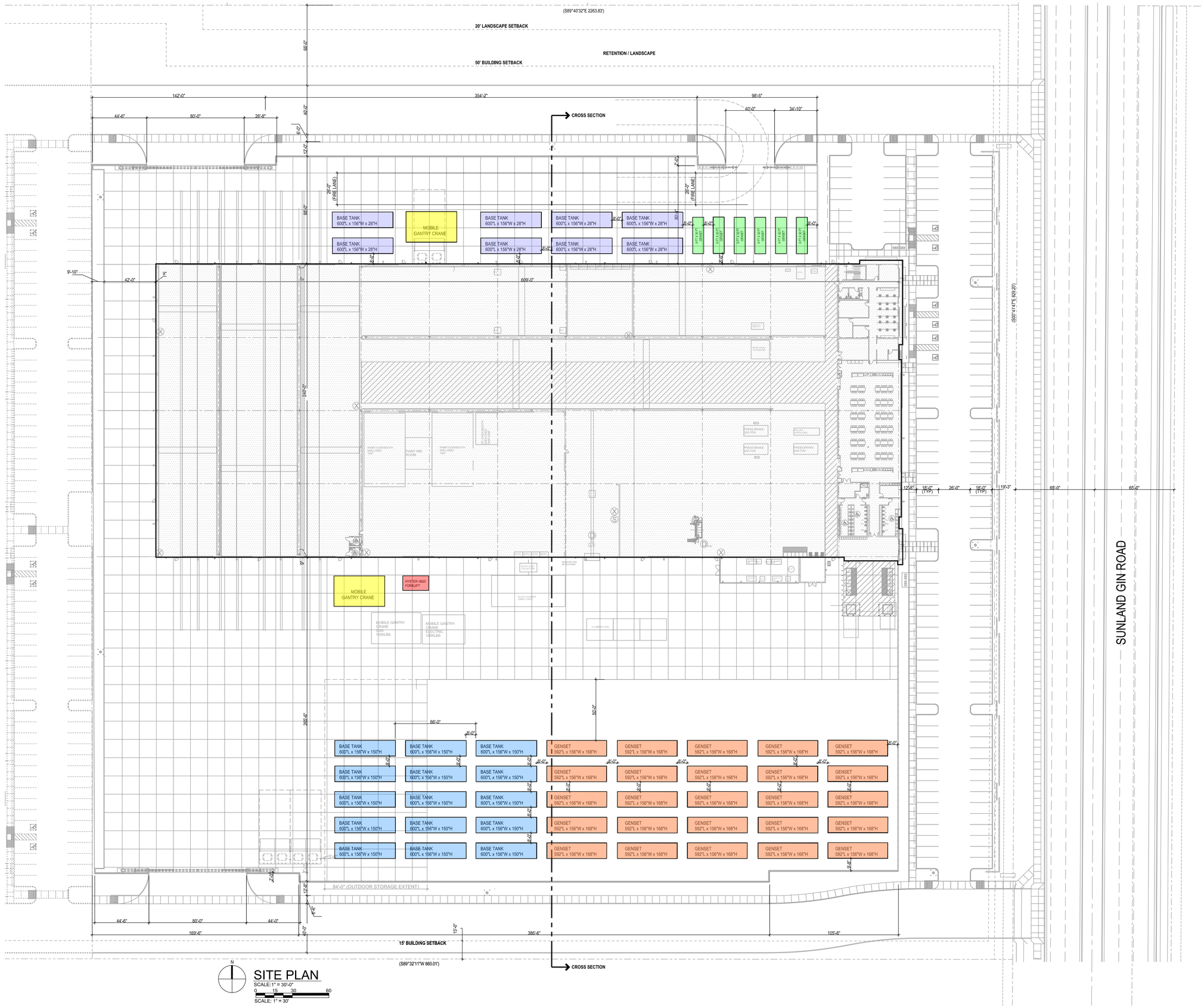

SITE PLAN
SCALE: 1" = 30'-0"
0 15 30 60
SCALE: 1" = 30'

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ASSESSOR'S PARCEL NUMBER:	511-33-016A
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PROPOSED USE:	OFFICE/INDUSTRIAL/WAREHOUSE/DISTRIBUTION
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STORIES:	1-STORY
CONSTRUCTION TYPE:	V-B
MINIMUM LOT WIDTH:	N/A
BUILDING SETBACKS :	
FRONT STREET (EAST)	20' MIN
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PARKING REQUIRED:	
OFFICE	1 PARKING SPACE PER 350 SQUARE FEET
INDUSTRIAL WAREHOUSE	1 PARKING SPACE PER 2,000 SQUARE FEET

BUILDING 1		
OFFICE	± 12,000 SF @ 1 SPACE/350 G.S.F.	= 35 SPACES
WAREHOUSE	± 147,480 SF @ 1 SPACE/2,000 G.S.F.	= 74 SPACES
TOTAL BUILDING 1		109 SPACES

PARKING PROVIDED:	
BUILDING 1	131 SPACES
PARKING RATIO:	±0.8 SPACES PER 1,000 S.F.
ADA PARKING REQUIRED:	
BUILDING 1	6 SPACES
ADA PARKING PROVIDED:	
BUILDING 1	6 SPACES
BICYCLE PARKING REQUIRED (1/10 SPACES PER FIRST 50 PARKING STALLS & 1/20 FOR REMAINING):	
BUILDING 1	10
BICYCLE PARKING PROVIDED:	
BUILDING 1	10

Development Plan
CUP2026-0011
City Staff Date 03/11/2026

DLRGROUP
© DLR Group

REGISTERED ARCHITECT
CERTIFICATE NO.
67163
TIMOTHY
THIELKE
Date Signed 10-13-2025
ARIZONA, U.S.A.

PARK 8 TEN INDUSTRIAL - FREEBERG BTS

OPEN OUTDOOR STORAGE

5610 N. SUNLAND GIN ROAD,
ELOY, AZ 85131

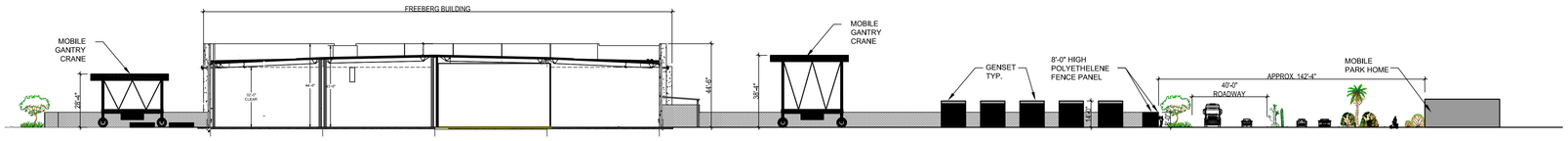
CONSTRUCTION DOCUMENTS
x/xx/25

REVISIONS
ADD-01 XX-XX-2025 TBD
ADD-02 XX-XX-2025 TBD

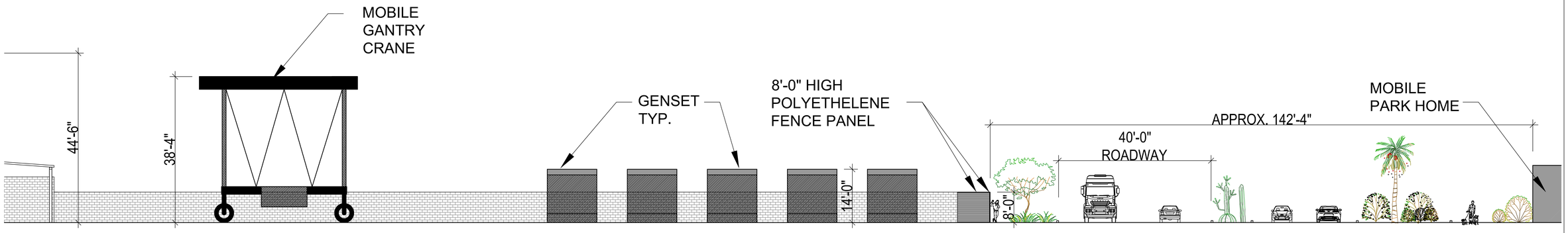
30-25142-01

ARCHITECTURAL SITE PLAN

AS1.01



NORTH-SOUTH CROSS SITE SECTION
SCALE:1/32" = 1'-0"



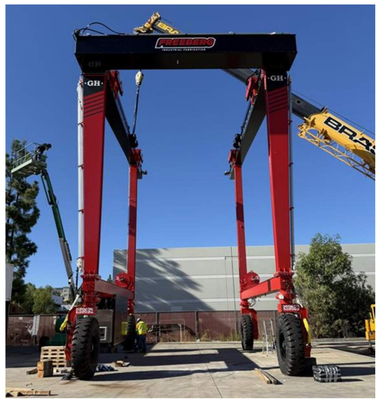
ENLARGED NORTH-SOUTH CROSS SITE SECTION - SOUTH YARD
SCALE:3/32" = 1'-0"

Engines on Base Tanks – North and South Yards

Engine without Base Tanks (in storage condition)

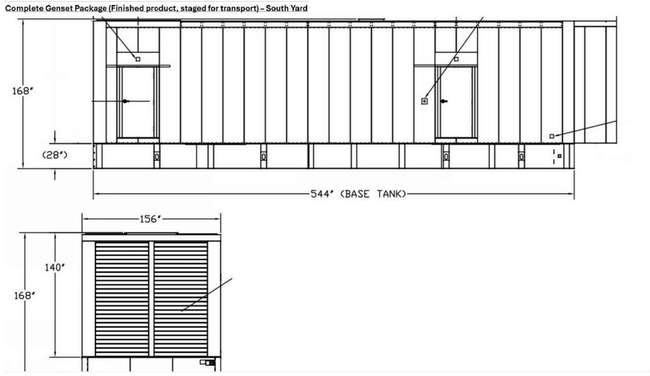
Photo of Completed Genset Package (Finished product, staged for transport) – South Yard

Photo of Completed Genset Package (Finished product, staged for transport) – South Yard



Large Hyster 620 Forklift – North and South Yard (OAL Height = 143in tall, stored condition)

Complete Genset Package (Finished product, staged for transport) – South Yard



8' HIGH GRAY POLYETHYLENE FENCE (SIMTECK ASHLAND)

SAMPLE PICTURES OF ACTUAL OPERATION , EQUIPMENT & MERCHANDISE IN OPEN YARD

Development Plan
CUP2026-0011
City Staff Date 03/11/2026

DLRGROUP
© DLR Group

PARK 8 TEN INDUSTRIAL - FREEBERG BTS
OPEN OUTDOOR STORAGE
5610 N. SUNLAND GIN ROAD.
ELOY, AZ 85131

CONSTRUCTION DOCUMENTS
x/xx/25
REVISIONS
ADD-01 XX-XX-2025 TBD
ADD-02 XX-XX-2025 TBD

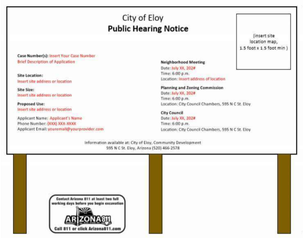
30-25142-01

ARCHITECTURAL SITE PLAN SECTION (NORTH-SOUTH)

AS1.02

Figure 2 — **Site Posting Requirements**

Sites that are Greater than 5 Acres — **Minor General Plan Amendment, Rezoning, and Conditional Use Permit**



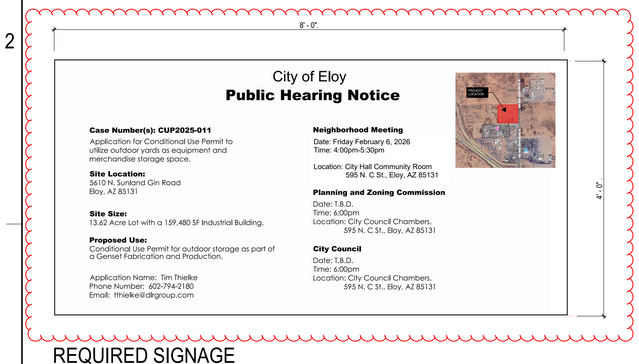
SITE POSTING INSTRUCTIONS

1. The Community Development Director or City Planner shall approve the proof of the sign before it is posted.
2. All information is to be provided on both sides (front and back) of the sign.
3. The application description shall clearly state the application type(s) (e.g., Amendment to the Zoning Map, Conditional Use Permit, General Plan Amendment, etc.) and purpose.
4. The sign shall be posted perpendicular to the street, and in the locations specified by the Community Development Director or City Planner. At a minimum, there shall be one sign per street frontage. The sign shall be posted at least 15 days before the Neighborhood meeting.
5. The Planning and Zoning Commission date on the sign shall be updated at least 15 days before the meeting.
5. The City Council Date on the sign shall be updated at least 15 days before the meeting.
6. A new sign affidavit of posting and photos of the sign with date stamps shall be submitted within two City of Eloy working days when the site posting is made for the neighborhood meeting and each time the sign is updated with the Planning and Zoning Commission and City Council hearing dates.
7. The property owner/applicant shall remove the sign within 14 days of the application's final hearing, expiration, or withdrawal.

SIGN SPECIFICATIONS

A. Minimum Sign Size: 4-foot X 8-foot. The size of the sign shall be increased as necessary to include all required information.
B. Sign Material: Laminated plywood, medium density overlay panel (MDO) board, metal, plasticor corrugated panels, or other approved equal.
C. Sign Background Color: White. Wood panels shall be painted on the front, back, and all edges with two coats of white acrylic exterior enamel or other durable finish.
D. Lettering Color: Black.
E. Lettering Size: 3-inches are to be used for the City of Eloy and Public Hearing Notice, and 1.5-inch are to be used for all other text.
F. Location Map: 1-foot x 1-foot minimum size with minimum 1/4-inch black border.
G. Sign Posts: Three 4-inch x 4-inch X 10-foot nominal wood posts, metal stakes, or other sturdy material. The sign shall be attached to the post with multiple screws or bolts.
H. Corners and edges shall be dulled.

CITY OF ELOY SITE POSTING REQUIREMENTS



REQUIRED SIGNAGE

NOT TO SCALE

ADJACENT PROPERTY OWNERS:

- LOT 1A AND 1B (APN 5113001K AND APN 51133001J))
DEMON PROPERTIES LLC
356 GEORGIAN RD.
LA CANADA FLINTRIDGE, CA 91011

- LOT 2A THROUGH 2E (APN 51133001H, APN 51133001G, APN 51133001F, APN 51133001E, APN 51133001D)
UNITED LAND CORP
P.O. BOX 6760
PAHRUMP, NV 89041

- LOT 3 (APN 402160120)
BRANNIES MARYN
5624 W. MILADA DR.
LAVEEN, AZ 85339

- LOT 4 (APN 402160110)
CANEJO SANTOS R. REV LIV TRUST
2827 E. GARFIELD ST.
PHOENIX, AZ 85008

- LOT 5A THROUGH 5C (APN 402160100, APN 402160090, APN 402160160)
DAWSON MARTIN L JR, & BARBARA SUSAN TRS
DAWSON FAMILY TRUST
17251 E. SHEA BVD #100
FOUNTAINS HILLS, AZ 85268

- LOT 6A THROUGH 6C (APN 402160150, APN 402160140, APN 402160130)
MIDWAY 15 LLC
P.O. BOX 71726
PHOENIX, AZ 85050

- LOT 7 AND LOT 13 (APN 40215037U AND APN 40215037Q)
JOHNSON NANCY
JOHNSON WILLIAM S III & GRACE ETAL
4939 W. RAY RD. APT 4-133
CHANDLER, AZ 85226

- LOT 8 AND LOT 12 (APN 40215037J AND APN 40215037M)
CARROLL NED & BETTY FAM TRUST
264 W. LANTANA PL.
CHANDLER, AZ 85248

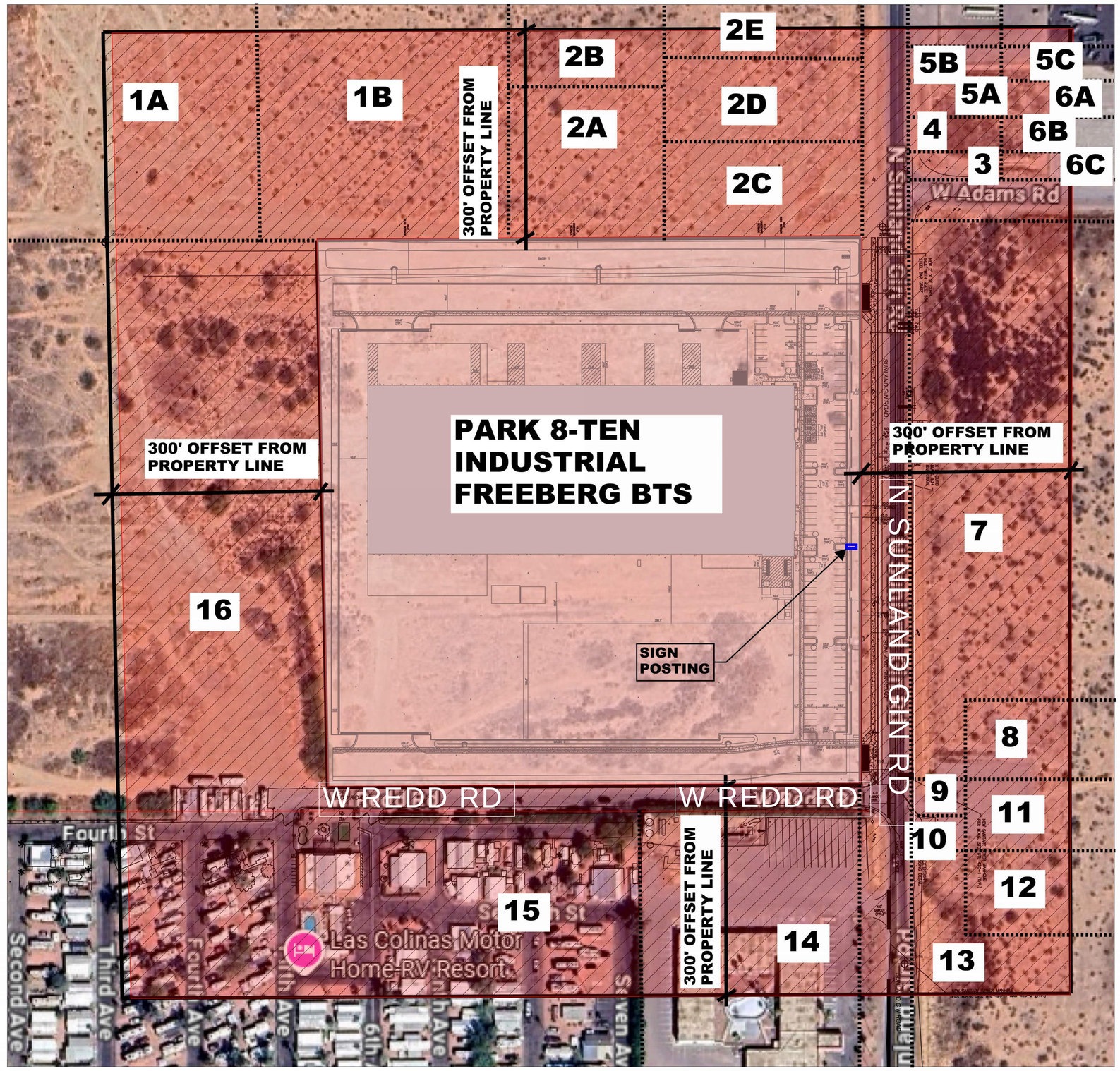
- LOT 9 THROUGH LOT 11 (APN 40215037D, APN 40215037B, APN 40215037K)
PETERSEN ARIZONA LAND & ENTITKEMENT FUND LLC
3369 E. QUEEN CREEK RD. STE 101
GILBERT, AZ 85297

- LOT 14 (APN 51133008E)
BLUESTONE HOLDINGS LP
5540 N. SUNLAND GIN RD.
ELOY, AZ 85131

- LOT 15 (APN 51133008M)
LAS COLINAS RV LLC
7136 SUNLAND GIN RD.
CASA GRANDE, AZ 85131

954 LEXINGTON AVE. STE 259 (MAILING ADDRESS)
NEW YORK, NY 10021

- LOT 16 (APN 51133016A)
PARK 8 TEN INDUSTRIAL LLC
16220 N. SCOTTSDALE RD. STE 360
SCOTTSDALE, AZ 85254



SITE AND VICINITY PLAN

NOT TO SCALE

Development Plan
CUP2026-0011
City Staff Date 03/11/2026

DLRGROUP
© DLR Group

PARK 8 TEN INDUSTRIAL - FREEBERG BTS
OPEN OUTDOOR STORAGE
5610 N. SUNLAND GIN ROAD.
ELOY, AZ 85131

CONSTRUCTION DOCUMENTS
8/04/25
REVISIONS

30-25142-00

SITE & VICINITY PLAN AND SITE POSTING REQUIREMENTS

AS1.03

Autodesk Docs://30-25142-00_Park 8 Ten Industrial-Freeberg BTS/30-25142-00_Park 8 Ten Industrial-Freeberg Generator
Storage_AR_2024.rvt
8/11/2025 10:01:26 AM

DLR Group inc.
an Arizona corporation

6225 North 24th Street, Suite 250
Phoenix, AZ 85016

02/11/2026

CITIZEN REVIEW REPORT

Neighborhood Meeting Summary

Project: Park 8 Ten Industrial (Freeberg Build-to-Suit)
Meeting Date: Friday, February 6, 2026
Time: 4:00 p.m. – 5:30 p.m.
Location: Eloy City Hall – Community Room
Case Number: CUP2025-011
Case Name: Park 8-10 Freeberg Outdoor Storage
DLR Group Project No.: 30-25142-00

Attendees

- One neighboring resident: Joyce Mitchell, residing at 7136 S. Sunland Gin Road, #126, Eloy, AZ
- Dan Symer, Eloy City Planner
- Richard South, Project Manager from DLR Group
- T.C. Kho, Project Architect from DLR Group

Summary of Meeting Discussion

A neighborhood meeting was held to present the proposed Freeberg/Park 8 Ten Industrial project and to provide an opportunity for surrounding property owners to ask questions and express concerns. One resident, Joyce Mitchell, attended.

<u>Resident Concerns & Applicant Responses</u>

1. **Trees and Site Visibility**

   Ms. Mitchell expressed concerns about the trees located in front of her mobile home lot, which is situated west of the project site. She wanted to understand whether these trees or the project improvements would impact her visibility or experience of the area.

2. **Noise and Hours of Operation**

   She asked about potential noise generated by the facility and whether operations would occur during nighttime hours.

   DLR Group (Applicant) Response:

The applicant explained the anticipated operational schedule and clarified that nighttime operations are not planned. The applicant also described design and operational considerations intended to reduce noise impacts to nearby residents.

3. **Screening and Fence Height**

   Ms. Mitchell was concerned about whether she would be able to see the generators from her property and if the proposed fence would provide adequate screening.

   DLR Group (Applicant) Response:

   The applicant presented the 8-foot solid fence graphic section that will be installed along the project boundary. After reviewing the exhibit, Ms. Mitchell expressed satisfaction that the fence height and design would adequately block views of the generators.

How the Applicant (DLR Group) Has Addressed or Plans to Address Concerns

1. **Noise Mitigation:** Industrial activities are planned for daytime operations only. Equipment placement and site design are intended to minimize noise levels at property lines.

2. **Visual Screening:** An 8-foot solid perimeter fence will be installed to fully screen generators and associated equipment from neighboring residential areas.

3. **Residential Buffer Awareness:** The applicant acknowledged the resident's concerns regarding existing trees and will ensure that project improvements do not negatively impact the existing vegetative buffer to the west.

Sincerely, DLR Group

Tim Thielke, AIA, LEED AP
Workplace Leader I Principal

Conditions of Approval for Conditional Use Permit:

Case No. CUP2025-011

Park 8-10 Freeberg Outdoor Storage

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 03/11/2026, 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. OUTDOOR STORAGE. Outdoor Storage shall be screened from view by an opaque fence or concrete/masonry block wall that is no less than six (6) feet in height.
4. SCREENING. The Property Owner/Developer shall submit and receive the Zoning Administrator or designee's approval for the Site Plan prior to submitting the construction documents and constructing an opaque fence or concrete/masonry block wall for any part of the subject property.
5. CONDITIONAL USE PERMITTED. The Conditional Use Permit (Case No. CUP2025-011) shall be considered in use and used upon City Council approval of the permit, unless revoked or the property is rezoned.

RESOLUTION NO.: 26-1652

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING A CONDITIONAL USE PERMIT TO ALLOW OUTDOOR STORAGE ON THE PROPERTIES LOCATED AT 5610 NORTH SUNLAND GIN ROAD, ELOY, AZ, AND CONSISTING OF APPROXIMATELY 13.62 ACRES (CASE NO. 2025-011).

WHEREAS, the applicant sent notices on January 14, 2026, to the property owners within 300 feet of the subject property and any interested party of a Neighborhood Meeting to provide the opportunity to attend and provide comments/questions on the proposed Conditional Use Permit; and

WHEREAS, a neighborhood meeting was held on February 6, 2026, and

WHEREAS, the Eloy Planning and Zoning Commission Public Hearing notice was given at least fifteen (15) days and not more than thirty (30) days in advance by the publishing of the notice on February 21, 2026, in the *Pinal Central Dispatch* and posting of the notice at the official City posting locations; and

WHEREAS, the Eloy Planning and Zoning Commission held a public hearing on March 11, 2026; and

WHEREAS, On March 11, 2026, the Eloy Planning and Zoning Commission 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 April 13, 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. CUP2025-011. The property that is subject to the Conditional Use Permit is shown on **Exhibit 1,** and the Conditional Use Permit approval is conditioned upon compliance with Section 21-3-1.18 of the Eloy City Code, Chapter 21-Zoning, and Conditions of Approval that are set forth in **Exhibit 2**. All exhibits are incorporated herein by reference.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, on April 13, 2026.

Signatures on the next page

APPROVED:

_____

Mayor Andrew Sutton

ATTEST:

_____

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____

Stephen Cooper, City Attorney

Exhibit 1

Location Map

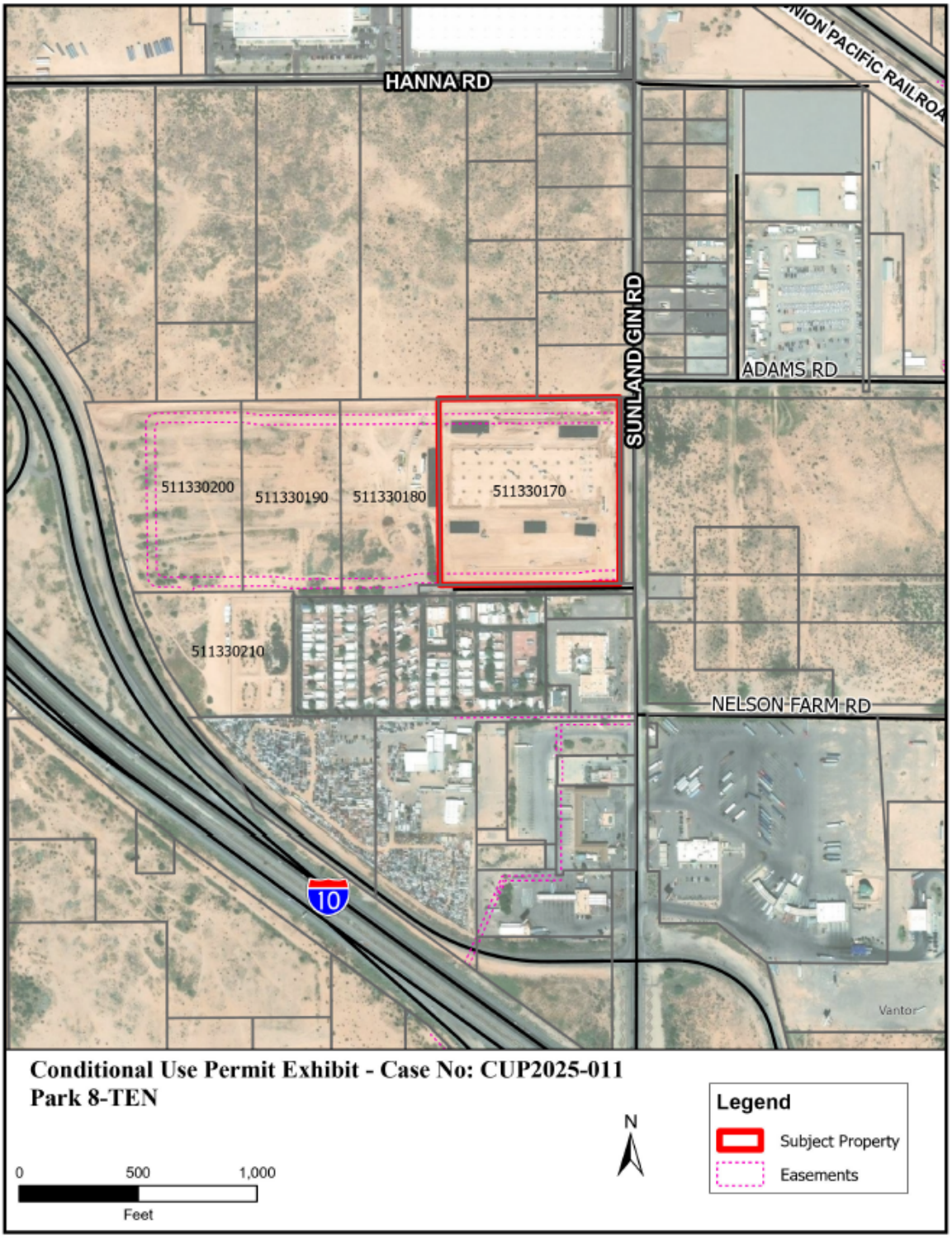


Exhibit 2

Conditions of Approval for Conditional Use Permit:

Case No. CUP2025-011

Park 8-10 Freeberg Outdoor Storage

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 03/11/2026, 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. OUTDOOR STORAGE. Outdoor Storage shall be screened from view by an opaque fence or concrete/masonry block wall that is no less than ~~**six (6)**~~ ***eight (8)*** feet in height.
4. SCREENING. The Property Owner/Developer shall submit and receive the Zoning Administrator or designee's approval for the Site Plan prior to submitting the construction documents and constructing an opaque fence or concrete/masonry block wall for any part of the subject property.
5. CONDITIONAL USE PERMITTED. The Conditional Use Permit (Case No. CUP2025-011) shall be considered in use and used upon City Council approval of the permit, unless revoked or the property is rezoned.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.F.
Date: 4/13/2026

Date submitted: 04/03/2026 **Date requested:** 4/13/2026	**Action:** Resolution	**Subject: Adopt Resolution No. 26-1653 accepting the public right-of-way dedication for Sunland Gin Road**

TO: Mayor and City Council

FROM: Dan Symer

RECOMMENDATION:
Staff recommends the City Council adopt Resolution No. 26-1653 accepting a portion of the Sunland Gin Road right-of-way dedication from Park 8 Ten Industrial, LLC., and authorizing the Mayor to execute the Public Right-of-way dedication document.

DISCUSSION:
The City of Eloy periodically acquires a number of property interests through the development process, including right-of-way dedications. All documents included in the attachment have been reviewed for accuracy and are ready to be recorded upon the City Council's decision to accept the dedication. The approval of Resolution No. 26-1653 would effectuate the acceptance of the 50-foot-wide and approximately 763.39-foot-long Sunland Gin Road right-of-way dedication from Park 8 Ten Industrial, LLC, described and shown in the attachment. Furthermore, Resolution No. 26-1653 authorizes the Mayor to execute the attached public right-of-way dedication document.

FISCAL IMPACT:
No unusual right-of-way expenses are anticipated.

Approved as to Form:

Stephen R. Cooper, City Attorney

RESOLUTION NO.: 26-1653

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, ADOPTING A RESOLUTION TO FORMALLY ACCEPTING THE CONVEYANCE OF RIGHT-OF-WAY DEDICATION FOR A PORTION OF SUNLAND GIN ROAD TO THE CITY OF ELOY.

WHEREAS, the real estate interests for a portion of Eleven Mile Corner Road delineated in Exhibit A are to be conveyed from Park 8 Ten Industrial, LLC to the City of Eloy as public right-of-way in that certain document entitled Dedication of Public Right-of-way; and

WHEREAS, it is to the advantage of the City of Eloy to accept said real property interests; and

WHEREAS, the City has determined that the acquisition of these real property interests is in the interest of the public health, safety, and welfare; and

WHEREAS, the right-of-way dedication conforms with the applicable portions of the City's General Plan.

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

Section 1. The Mayor is authorized and directed to execute the Dedication of Public Right-of-way include in Exhibit A after is has been executed by all other parties.

Section 2. The City Clerk is hereby directed to record the Dedication of Public Right-of-way with Pinal Count recorder within ten (10) days of its execution by all parties.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, on April 13, 2026.

Signitures on next page.

APPROVED:

_____
Andrew Sutton, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cooper, City Attorney

Exhibit A

When Recorded Mail To:

Celine Kidwell
City Clerk
City of Eloy
595 North C Street, Suite 104
Eloy, Arizona 85131

DEDICATION OF PUBLIC RIGHT-OF-WAY

GRANTOR: Park 8 Ten Industrial, LLC

GRANTEE: the City of Eloy, a municipal corporation of the State of Arizona (the "City")

Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt of which is hereby acknowledged, does hereby dedicate to Grantee **fee title** to the following described real property:

See Exhibit A and depicted in Exhibit B attached hereto and incorporated herein by reference for public right-of-way and utility use.

The Grantor hereby binds itself and its successors to warrant and defend the title against all acts of Grantor herein and none other.

DATED: _____, 202___

"Grantor"

By: _____

Name: Brett Shaves

Its: General Partner / Development Mgr.

ACCEPTED BY:

"City"

CITY OF ELOY, a municipal
Corporation of the State of Arizona

By: _____
Andrew Sutton, Mayor

ATTEST:

_____
Celine Kidwell, City Clerk

(ACKNOWLEDGMENTS)

STATE OF ARIZONA)
) ss.
COUNTY OF ~~PINAL~~ Maricopa AG)

This instrument was acknowledged before me on March, 02, 2026, by Brett Shaves, the GRANTOR, on behalf of PARK 8 TEN INDUSTRIAL, LLC.

Notary Public in and for the State of Arizona

My Commission Expires:

6-7-2027

ALEN GISSO
Notary Public
Commission # 648518
My Comm. Expires Jun 7, 2027
MARICOPA COUNTY, ARIZONA

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

This instrument was acknowledged before me on _____, 2026, by Andrew Sutton, the Mayor of the City of Eloy, an Arizona municipal corporation, on behalf of the City of Eloy.

Notary Public in and for the State of Arizona

My Commission Expires:

_____

LEGAL
RIGHT OF WAY DEDICATION

EXHIBIT A

Job No: 2024-29

A PORTION OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 7 SOUTH, RANGE 6 EAST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF ELOY, PINAL COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER CORNER (1" IRON PIPE) FROM WHICH POINT THE EAST CORNER OF SAID SECTION (3/4" REBAR NO ID) BEARS S00°09'03"E, A DISTANCE OF 2356.95 FEET;

THENCE S00°09'03"E, ALONG THE EAST LINE OF SAID QUARTER, A DISTANCE OF 1328.68 FEET, TO THE NORTH SIXTEENTH CORNER OF SAID QUARTER (2" ALUMINUM CAP FLUSH WITH NO ID) BEING THE POINT OF BEGINNING;

THENCE CONTINUING S00°09'03"E, ALONG SAID EAST LINE, A DISTANCE OF 783.39 FEET;

THENCE DEPARTING SAID EAST LINE S89°30'43"W, FOR A DISTANCE OF 50.00 FEET, TO THE SOUTHEAST CORNER OF THE RIGHT OF WAY DEDICATED IN THE FINAL PLAT FOR PARK-8 TEN RECORDED AS FEE NUMBER 2025-058067 OF PINAL COUNTY RECORDS (PCR);

THENCE N00°09'03"W, ALONG THE EAST LINE OF SAID RIGHT OF WAY, A DISTANCE OF 783.39 FEET, TO THE NORTHEAST CORNER THEREOF;

THENCE N89°30'14"E, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING

SAID PARCEL CONTAINS 39,170 SQUARE FEET OR 0.90 ACRE, MORE OR LESS

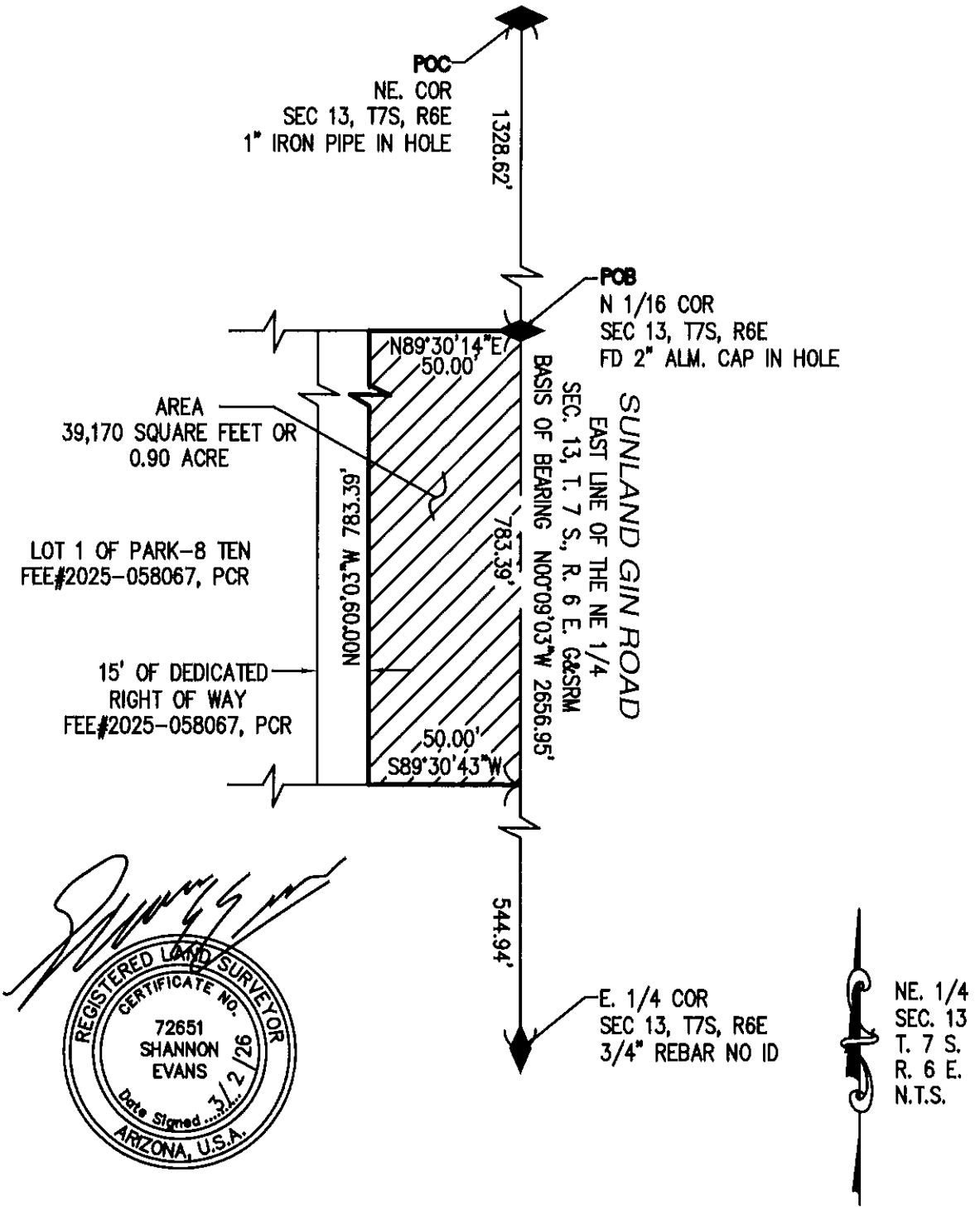
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
72651
SHANNON
EVANS
Date Signed 3/2/26
ARIZONA, U.S.A.

Prepared By: SEE **Date:** 3-2-26 **Checked By:** BJB **Sheet No:** 1 **Of** 2

EXHIBIT
RIGHT OF WAY DEDICATION

EXHIBIT B

Job No: 2024-29



Prepared By: SEE **Date:** 3-2-26 **Checked By:** BJB **Sheet No:** 2 **Of** 2

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **VII.G.**
Date: **4/13/2026**

Date submitted: 04/07/2026 **Date requested:** 4/13/2026	**Action:** Formal	**Subject: Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 15 Special Event License to the Eloy Chamber of Commerce for the Cinco de Mayo event, May 1, 2026.**

TO: Mayor and City Council

FROM: Celine Kidwell, City Clerk

RECOMMENDATION:
Staff recommends that Council forward a favorable recommendation to the ADLLC for the issuance of a Series 15 special event liquor license to the Eloy Chamber of Commerce.

DISCUSSION:
Andrew Rodriguez, Executive Director of the Eloy Chamber of Commerce, is requesting a favorable recommendation from the City Council to the ADLLC for the issuance of a Series 15 special event liquor license for their Eloy Cinco de Mayo. The event will be held on Friday, May 1, 2026, from 3:00 p.m. to 9:30 p.m. at the Eloy Main St. Park, 630 No. Main St. The special event liquor license would permit the Eloy Chamber of Commerce to serve beer and wine to individuals who are of legal age at the event. All alcohol served at the event must be consumed onsite. The Chamber ensures that Arizona liquor laws are adhered to, and street barriers will display signs reading "No alcohol beyond this point" in English and Spanish. IDs are checked, and wristbands will be put on those of age to drink alcohol. Security will be walking around making sure everyone stays in compliance.

A special event liquor license is a temporary, non-transferable license. Alcohol can only be served for the period authorized on the license. The license is automatically terminated upon the last day of the event or upon the license's expiration, whichever occurs first.

FISCAL IMPACT:
There is no financial impact on the City.

Approved as to Form:

Stephen R. Cooper, City Attorney

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY
Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE

APPLICATION FEE $25.00 PER DAY

MUST be submitted to the Department of Liquor 10 days prior to the event.

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Eloy Chamber Of Commerce

If the event will be held on an unlicensed premises, it MUST be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: _____

I, _____ _____ ☐ APPROVAL ☐ DISAPPROVAL
Government Official — Title

On behalf of _____ _____ _____
City, Town, County — Signature — Date

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

☐ **Yes** ☑ **No (if no skip to section 3)**

If yes, MUST attach a letter of explanation/permission/suspension from the licensed location and choose ONE option below.

Name of Licensed Location _____ **Liquor License Number** _____

☐ Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement. Letter of suspension required.

☐ Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee. Letter of permission required.

☐ Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event. Letter of suspension required.

☐ Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.) Letter of explanation and permission required.

☐ **Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions** – Retailer will be permitted to conduct all normal sales and service of alcohol. Letter of permission required.

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 3

Applicant MUST be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

1. Applicant: Rodriguez (Last) Andrew (First) Angel (Middle)
2. Applicant's mailing address: 515 N . Main St. (Street) Eloy (City) AZ (State) 85131 (Zip)
3. Applicants home/cell phone: 520-280-8164 Non-profit organization phone: 520-350-1022
4. Applicant's email address: andrew@eloychamber.com
5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
   ☐ **Yes (if yes, attach letter of explanation)** ☑ **No**

SECTION 4

1. Name of non-profit organization: Eloy Chamber Of Commerce
2. Non-Profit/IRS Tax Exempt Number: 86-0292290 **Required** Arizona Corporation Commission File #: 13467240 **Required**
3. If Out Of State, specify State **(Attach letter of good standing):**
4. Special Event Name: Eloy Cinco de Mayo

SECTION 5

5. Event Location Name: Eloy Main St Park
6. Event Address: 630 N. Main St, Eloy, AZ 85131

SECTION 6

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

Number of Police 5 Number of Security Personnel ☐ Fencing ☑ Barriers

Must explain security measures: Street barriers will have signage "No Alcohol Beyond This Point" In English and Spanish.

ID's will be checked at the bar and wristbands will be put on those of age. Security will be walking around making sure everyone stays incompliance.

1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Check **one** of the following boxes. (R-19-318)

   ☑ **On-site consumption** ☐ **Off-site (auction/wine/distilled spirits pull)** ☐ **Both**

2. How many special event days have already been issued to this organization during the current year? 0

Individuals requiring ADA accommodations please call (602)542-2999

SECTION 7

Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	05/01/2026	Friday	03:00 P.M.	09:30 P.M.
DAY 2				
DAY 3				
DAY 4				
DAY 5				
DAY 6				
DAY 7				
DAY 8				
DAY 9				
DAY 10				

SECTION 8

1. **Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?**

☐ **Yes** ☑ **No** If yes, please provide the Name of the Special Event Contractor: _____

Special Event Contractor Signature: _____

2. Is the organization using the services of a series **6, 7, 11**, or **12** licensee to manage the sale or service of alcohol? (Licensees who hold a series **6, 7, 11,** or **12** license are automatically qualified to be a special event contractor)

☐ **Yes** ☑ **No** if yes, Name of Licensee: _____ Liquor License #: _____

3.List the name of the Organization/individual that will receive revenues:

MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

Name: Eloy Chambers of Commerce Percentage: 100%

Address: 515 N. Main St.
Street City State Zip

Name: _____ Percentage: _____

Address: _____
Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

SECTION 9

Licensed location diagram: The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

ATTACH DIAGRAM

Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. *Must include dimensions of event area, fencing, barricades, or other control measures, and include positions of security personnel.*

NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

Declaration:

I, (Print Name) Andrew Angel Rodriguez, declare under penalty of perjury that I am authorized to submit this application. I have read the contents and to the best of my knowledge believe all statements made on this application to be true, correct, and complete.

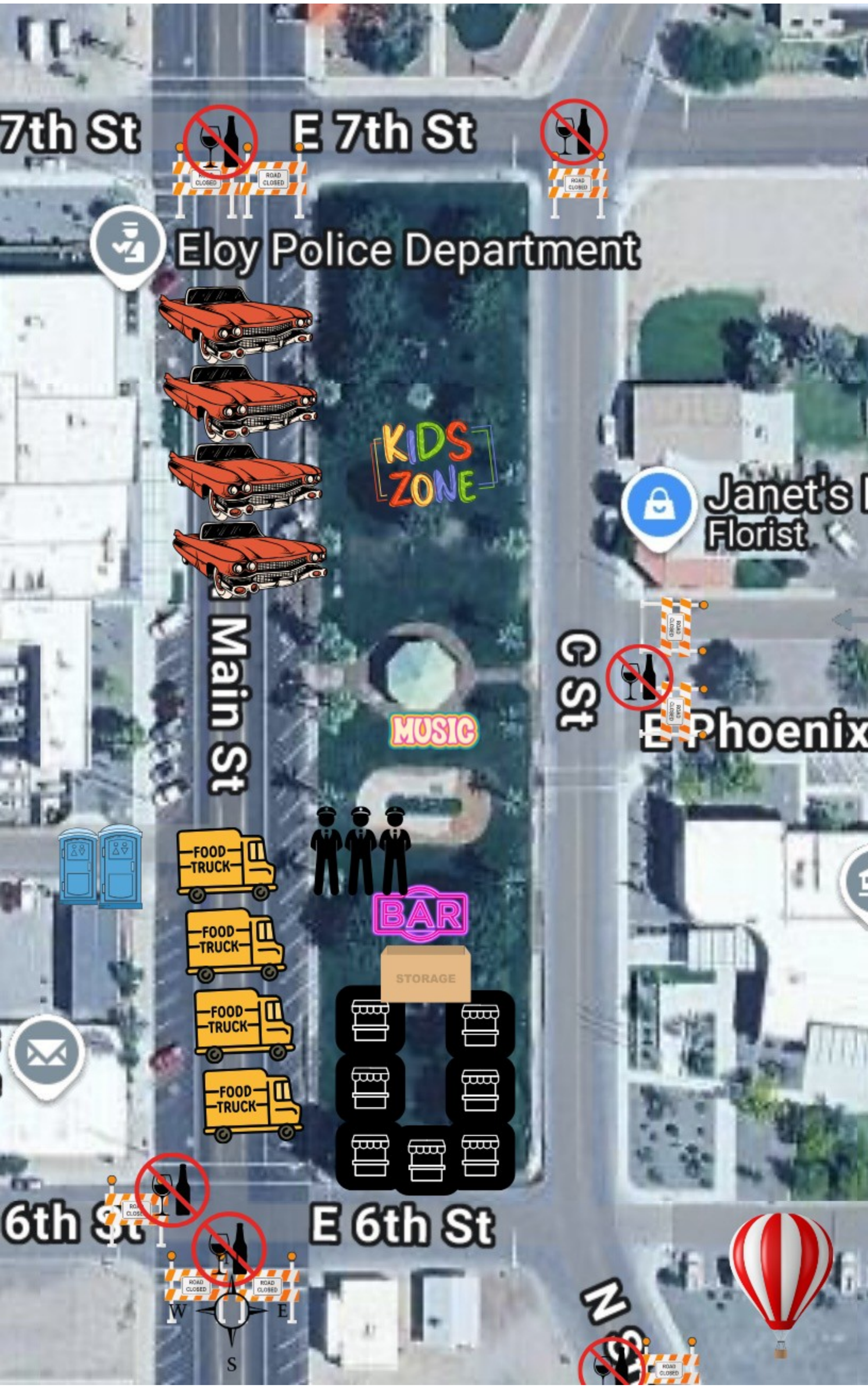
Signature: Andrew A. Rodriguez

SPECIAL EVENT DIAGRAM AND SAFETY PLAN STANDARDS

Diagrams do not need to be overly complicated, they can be hand drawn. However, we do not accept photographs or aerial views that do not show the premises clearly. The diagram should clearly depict the special event area in relation to the entire premises.

Each diagram must include:

- Overview of the location
- The event area clearly outlined with black marker
- Where alcohol will be served/stored
- All entrances and exits
- Where security will be positioned
- Square footage of event area
- Show North, East, South, West


7th St
E 7th St
ROAD CLOSED
Eloy Police Department
KIDS ZONE
Janet's
Florist
Main St
G St
E Phoenix
MUSIC
FOOD TRUCK
BAR
STORAGE
6th St
E 6th St
W
E
S
N

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.A.
Date: 4/13/2026

Date submitted: 03/30/2026 **Date requested:** 4/13/2026	**Action:** Resolution	**Subject: Conduct a public hearing, and consider adopting Resolution No. 26-1654, finding that the applicable criteria have been met, and approve a two-year time extension to the previously approved Conditional Use Permit (Case No.: CUP2022-022) to allow a Solar, Utility Scale Generation and Battery Energy Storage System Facility, submitted by W. Ralph Pew of Pew & Lake, PLC, on behalf of NextEra Energy Resources, DBA Eloy Valley Solar, LLC, for a property located at the northeast corner of Sunshine Boulevard and Pretzer Road, consisting of approximately 320 acres.**

TO: Mayor and City Council

FROM: Dan Symer, Community Development Director

RECOMMENDATION:
Staff recommends the City Council find that the criteria to extend the Conditional Use Permit (Case No. CUP2022-022) for a period of two years has been met, and the extension (Case No. CUP2022-022.E3) is conditioned upon the following Conditions of Approval: 1) Development of the Conditional Use Permit on the site shall maintain compliance with the Conditions of Approval for Case No. CUP2022-022; and, 2) The Conditional Use Permit (Case No. CUP2022-022) and this extension (Case No. CUP2022-022.E3) shall expire on April 24, 2028, unless the Conditional Use Permit (Case No. CUP2022-022) has been used, or extended by the City Council.

DISCUSSION:
On March 11, 2026, the applicant, W. Ralph Pew, Pew & Lake, PLC., on behalf of NextEra Energy Resources, dba Eloy Valley Solar, LLC, submitted a request for a two-year extension to a previously approved Conditional Use Permit (CUP) (Case No. CUP2022-022) for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, located at the northeast corner of Sunshine Boulevard and Pretzer Road (Pinal County Assessor's parcel numbers 411-41-043, 411-41-044, 411-41-045, and 411-41-046). The City Council approved the existing Conditional Use Permit (Case No. CUP2022-022) on October 24, 2022. Subsequent to this approval, the City Council

approved two extensions to Case No. CUP2022-022 on April 24, 2023 (Case No. CUP2022-022.E1), and on March 25, 2024 (Case No CUP2022-022.E2). The second extension is set to expire on April 24, 2026.

In summary, the above-referenced existing Conditional Use Permit allows the development of Solar, Utility Scale Generation and Battery Energy Storage System Facility at the above-referenced address on a site zoned Rural Residential (RR-20) consisting of approximately 320 acres. All improvements are required to comply with the applicable provisions of the Zoning Ordinance. Furthermore, this extension of the CUP requires the development of the Solar, Utility Scale Generation and Battery Energy Storage System Facility to comply with the Conditions of Approval that were previously approved with Case No. CUP2022-022.

In accordance with Section 21-6-7.5. B., the City Council shall hold a public hearing to consider the granting of a time extension as follows (Staff's analysis of the criteria are in Bold Text):

1. Upon request by the applicant.

- **The applicant's request for a time extension is included as an attachment to this report.**

2. When the request is filed in writing with the Community Development Department not less than thirty (30) days prior to the expiration date of the original conditional use permit (CUP) approval.

- **The applicant's request for a time extension was received forty-four (44) days before the expiration of the Conditional Use Permit.**

3. When accompanied by a time-sensitive stipulation noted as a required condition of approval of the original conditional use permit.

- **The applicant has requested a time extension to allow up to two (2) years (April 24, 2028) to utilize the Conditional Use Permit.**

4. Upon determination by the City Council that there have not been any changes in the circumstances or in the vicinity of the property or use that would render the previously approved conditional use permit (CUP) inappropriate.

- **There are no discernible circumstances or uses in the vicinity of the property or a permit that would render the previously approved Conditional Use Permit (Case No. CUP2022-022) inappropriate**.

FISCAL IMPACT:
There is not a fiscal impact associated with this discussion.

Approved as to Form:

Stephen R. Cooper, City Attorney

Pew & Lake, P.L.C.
Real Estate and Land Use Attorneys

W. Ralph Pew
Certified Real Estate Specialist
Sean B. Lake
Reese L. Anderson

March 11, 2026

Mr. Dan Symer
Community Development Director
City of Eloy
595 North C Street
Eloy, AZ 85131

RE: Request for a 3rd Conditional Use Permit (CUP) Extension to allow Utility Scale Solar Generation Facilities; Original Case CUP2022-022.

Dear Dan:

On behalf of our client, NextEra Energy Resources ("NextEra"), and its wholly owned subsidiary Eloy Valley Solar, LLC, we are writing this letter to request a 3rd extension to the Conditional Use Permit that was originally granted on October 24, 2022. The original CUP was extended for 12 months on May 8, 2023, and extended again in 2024 for an additional two years. It is set to expire on April 24, 2026. Our current request is for an extension to April 24, 2028.

The approximately 320-acre property that is subject to the existing CUP includes Pinal County Assessor parcel numbers 411-41-043, 411-41-044 and 411-41-046. This Property is a key component of a larger project that NextEra is pursuing. The project is called Eloy Valley Solar, and will be a utility scale solar project that is able to generate enough power for over 100,000 homes. The project will include property in both the City of Eloy and Pinal County. The energy produced at the Eloy Valley Solar project will ultimately be transmitted into the existing 230 kV lines that parallel Eleven Mile Corner Road. The project will interconnect into the existing WAPA owned ED-5 230 kV substation along Curtis Rd and Eleven Mile Corner Rd. The energy generated from the project will serve the local community including the City of Eloy and Pinal County. NextEra remains eager to initiate development on this property and has been busy advancing this project in other realms that are needed to make its ultimate vision for the property a reality. Over the past couple of years, NextEra has been engaged in discussions with Arizona Electric Power Cooperative (AEPCO), the Arizona Corporation Commission (ACC), the Western Area Power Administration, and Pinal County.

In January of 2025, after months of negotiation, NextEra and AEPCO finalized an agreement that makes AEPCO the contracted local utility for the energy that will ultimately be generated at the Eloy Valley Solar project.

NextEra has also completed several processes at the ACC in support of its application for approval of the Eloy Valley Solar generation tie line siting. Over the past year NextEra has filed a 10-Year

Plan at the ACC, held a required community open house and undertaken several environmental and cultural studies. In early January 2026, NextEra appeared at the ACC Line Siting Committee and received unanimous recommendation for Certificate of Environmental Compatibility (CEC) approval. A 45-day waiting period must occur before the CEC approval can be granted by the ACC.

Finally, NextEra is in the process of preparing entitlement applications in Pinal County for properties that are adjacent to the land that is the subject of this request. As noted previously, the Eloy Valley Solar project will ultimately include property in two jurisdictions, the City of Eloy and Pinal County. NextEra is aiming for Pinal County entitlement approval by the Fall of 2026.

This chronology has been provided to assure the City of Eloy that, while visible development activity has not occurred on the property, NextEra has been engaged in plenty of actions in support of this development, which justify a two-year extension of the CUP. With the extension, NextEra will soon be able to turn its attention to the Site Planning and Building permit processes that will be required in the City of Eloy, with the goal of breaking ground on the project by early 2027.

NextEra understands that the original eight (8) conditions of approval are still applicable to the development of the property, many of which were strengthened by the Solar Ordinance adopted by the City in 2024.

We urge the Eloy City Council to approve this request and look forward to discussing it further.

Sincerely,

Sean B. Lake

Sean B. Lake
Pew & Lake, PLC

Eloy Valley Solar Project
Conditional Use Permit Narrative

AUGUST 2022

SUBMITTED TO

City of Eloy Planning and Zoning Division

PREPARED BY

SWCA Environmental Consultants

ELOY VALLEY SOLAR AND STORAGE PROJECT
CONDITIONAL USE PERMIT NARRATIVE
CASE NO.: CUP2022-022

Prepared for

City of Eloy Planning and Zoning Division
595 North C Street, Suite 102
Eloy, Arizona 85131
(520) 466-2578
Attn: Jon Vlaming, Community Development Director

Prepared by

SWCA Environmental Consultants
20 East Thomas Road, Suite 1700
Phoenix, Arizona 85012
(602) 274-3831
www.swca.com

On Behalf of

Eloy Valley Energy Center, LLC
(previously Boulevard Associates, LLC)
700 Universe Boulevard
Juno Beach, Florida 33407
(202) 349-3347
Attn: JD Rulien

May 2022,1st Draft
July 2022, 2nd Draft
August 2022, 3rd Draft

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Tables

Table 1. Project Parcels for a Conditional Use Permit in the City of Eloy, Pinal County, Arizona 1

A. EXECUTIVE SUMMARY

Eloy Valley Energy Center, LLC (Eloy Valley Solar, also known as [AKA] the Applicant), is requesting a Conditional Use Permit (CUP) to construct and operate the Eloy Valley Solar Project (Project), a solar generating facility consisting of four privately owned parcels totaling 320 acres (Project Site) in the City of Eloy. The project will not include battery storage within the 320 acres in the City of Eloy. The current preliminary site plan locates all the battery storage in the county permitted lands to the south (see TAB 3 under preliminary Site Plan). The Project parcels located in the City of Eloy would are currently zoned RR-20 (rural residential). The Project would be part of a larger development, including eight privately owned parcels, which are currently zoned GR – General Rural by the County and is located within unincorporated Pinal County (Figure 1). Table 1 lists the Project parcels in Eloy, including the Assessor's Parcel Numbers (APNs), individual and total parcel acreage, and Public Land Survey System (PLSS) locations presented as Township and Range.

Table 1. Project Parcels for a Conditional Use Permit in the City of Eloy, Pinal County, Arizona

Assessor Parcel Numbers (APNs)	Acreage	Section, Township and Range, Pinal County
411410430	80	08 T9S R8E
411410440	80	08 T9S R8E
411410450	80	08 T9S R8E
411410460	80	08 T9S R8E
Total Acreage	**320**	

The Eloy Valley Solar Project will be a solar generating facility and battery energy storage system (BESS) in unincorporated Pinal County, south of Pretzer Road, and in the City of Eloy, north of Pretzer Road. The overall Project involves approximately 1,585 acres of privately owned land. Approximately 1,265 acres are located on unincorporated lands in Pinal County and an additional 320 acres are located in the City of Eloy. The entire Project would have a nameplate generating capacity of 150 megawatts (MW). Additional information about the Project's development schedule and permitting requirements is provided in Section B.5. Eloy Valley Solar anticipates that the Project would take 2 to 3 years to construct. Although the conditional use permit is requested for the parcels identified in Table 1, the Applicant does not plan to install any solar panels or Project infrastructure in the northeast corner of the Project Site to avoid the 100-year floodplain associated with the Santa Cruz River.

A 1-mile study area around the Project Site (Study Area) was used to display existing and proposed conditions around the Project Site (Figures 2 and 3). The City of Eloy's Zoning Map shows that the Project parcels, identified in Table 1, are in a residential zoning district identified as "Rural Residential, RR-20." The Eloy General Plan indicates that the Project Site has a land use designation of "Estate Density Residential (0.2-1.0 dwelling unit per acres)." The proposed Project would not deviate from the zoning districts or densities allowed within Estate Density Residential; further discussion of the Project's conformance with the General Plan is included in Section C.2. According to the City of Eloy's residential use standards, as specified in Table 2.2-1 of the zoning code, solar generating facilities are conditionally allowed on properties zoned as RR-20. Therefore, the Project does not require an amendment to the Eloy Zoning Map. Eloy Valley Energy Center is requesting a conditional use permit to develop the Project, which would increase the amount of affordable and renewable electricity on the regional power grid.

The City of Eloy's Code of Ordinance, Article 21-6-7.3, states that a conditional use permit application shall include "a narrative that responds to section 21-6-7.4, 'Required Findings'." The following narrative

contains a description of the Project and information pertaining to each required finding. Overall, the Project would satisfy the required findings by:

- Constructing and operating the project in accordance with all applicable federal, state, and local law, regulations, and conditions, so as to not be detrimental to the health, safety, or general welfare of the public,
- Conforming with the current City of Eloy General Plan land use designation and policies, pursuant to an approved CUP,
- Constructing and operating the project in accordance with all applicable federal, state, and local law, regulations, and conditions, so as to conform with the conditions, requirements or standards prescribed by City's Zoning Code,
- Implementing public improvements (e.g., roadways, water systems) that are necessary for the Project,
- Proving adequate ingress and egress to the Project Site so as to "minimize traffic hazards and traffic congestion" on surrounding roadways,
- Designing and operating the Project in a manner that does not generate noxious or offensive conditions (e.g., vibration, noise, odor, dust, some, gas),
- Working cooperatively with neighboring landowners so as to not hinder surrounding uses or diminish property values, and
- Developing the project in orderly manner, in cooperation with local officials.

B. INTRODUCTION

B.1 Project Description

Eloy Valley Energy Center plans to construct and operate the Eloy Valley Solar Project (Project), a solar generating facility and BESS on private lands within unincorporated Pinal County located south of Pretzer Road and within the City of Eloy north of Pretzer Road. The overall Project would be located on over 1,600 acres, 320 acres of which are located on privately owned land in the City of Eloy.
In November 2021, the Pinal County Board of Supervisors approved a Major Comprehensive Plan Amendment (PZ-PA-005-21) to change the land use designation for approximately 1,300 acres of privately owned land to Green Energy Production. The Project would have a nameplate generating capacity of 150 MW.

The Project substation and generation inter-tie line (i.e., the short transmission line that connects the solar generating facility to the regional electric grid) are planned as part of the Project within unincorporated Pinal County. The portion of the Project within Eloy would involve a solar photovoltaic (PV) field, inverter stations, and "collector circuits" that route power to the Project substation located south of Pretzer Road. The BESS, which would be located in the county-permitted southern land parcels of the project, would occupy approximately 15-20 acres and would include approximately 200-250 battery enclosure units, dependent on battery type.

As indicated above, approximately 30 acres of the Project Site is located within the 100-year floodplain associated with the Santa Cruz River. The Applicant does not plan to install any solar panels or Project infrastructure within the 100-year floodplain and intends to leave those 30 acres undeveloped. Thus, approximately 290 acres of the 320 acres identified in Table 1 would be developed with Project facilities.

B.2 Location and Land Area

The Project Site consists of four privately-owned parcels in the City of Eloy, totaling approximately 320 acres (see Table 1), located north of Pretzer Road, east of Sunshine Boulevard, and south of Hotts Road (see Figure 4). The Project Site is bordered to the south by the Central Main Canal, owned by the Central Arizona Irrigation and Drainage District (CAIDD); the Santa Cruz River is approximately 0.5 mile west of the Project Site. Interstate 10 (I-10) and the Union Pacific Railroad, a major transportation and freight corridor, located approximately 5.5 miles north of the Project Site. The downtown area of Eloy is approximately 7.2 miles north of the Project Site.

Eloy Valley Energy Center identified the Project Site as an optimal location for a solar generation facility based on favorable resources available in the City of Eloy and Pinal County. These resources include large, generally level areas with a lack of sensitive biological resources, and close proximity to existing transmission lines and electric load centers.

The Project Site is privately owned and currently used for agriculture. Other land uses within 1 mile of the Project Site include single-family residential, industrial, and vacant/undeveloped land (see Figure 5). The City of Eloy's General Plan and Pinal County Comprehensive Plan, indicate that the planned land uses within 1 mile of the Project Site include Green Energy Production, Very Low Density Residential, Estate Density Residential, Low Density Residential, Medium Density Residential, and Community Commercial (City of Eloy 2020) (Pinal County 2021) (see Figure 6). Land within 1 mile of the Project Site is privately owned or State-owned; a large, contiguous area (dozens of square miles) of State-owned land located east and south of the Project Site, the nearest parcel of state-owned land is approximately 0.5 mile east of the Project Site (Figure 4).

B.3 Stormwater Management

According to the National Hydrography Dataset, maintained by the U.S. Geological Survey (USGS), there are no perennial surface waters or wetlands on the Project Site (U.S. Geological Survey 2022). A portion of the Central Main Canal, owned by CAIDD, is oriented east west along the southern boundary of the Project Site. A portion of the Santa Cruz River is oriented approximately north-south, approximately 0.5 mile east of the Project Site.

As previously noted, the northeast corner of the Project Site overlaps a Zone A floodplain (i.e., an area subject to inundation by the 1-percent-annual-chance flood event or the "100-year floodplain") associated with the Santa Cruz River, as identified by the Federal Emergency Management Agency (FEMA) and as shown on the Pinal County Flood Control Map (FEMA 2019; Pinal County 2022) (see Figure 7). According to the City of Eloy's Code of Ordinances, Chapter 18, the City delegates the responsibility of floodplain management to the Flood Control District of Pinal County, as provided for in Arizona Revised Statutes 48-3610. Eloy Valley Energy Center does not plan to develop the northeast corner of parcels 411-41-0430 and 411-41-0440, therefore no solar panels or other Project infrastructure would be constructed within the 100-year floodplain.

The U.S. Geological Survey "Eloy South Quadrangle" indicates that the Project Site is relatively flat, with a gentle slope to the southeast (U.S. Geological Survey 2022). The Applicant anticipates that the Project Site generally drains from the southeast to the northwest, and that the Project Site would require only minor grading to construct the Project. The City of Eloy General Plan, Soils Map, indicates that the Project Site predominantly consists of silty clay (City of Eloy 2021a). During the final design and engineering stage of the Project, the Applicant will determine the type and specifications for stormwater management features (e.g., open swales, detention basins), such that post-construction stormwater

discharges do not exceed existing conditions. Based on a final hydrologic analysis of the site, on-site drainage for the parcel within the City of Eloy would be routed as necessary to retention basins as per City of Eloy Public Works regulations. Eloy Valley Energy Center is designing the Project's stormwater system to be capable of managing a 2-hour 100-year flood event. This drainage design concept would allow the site to be developed without increasing stormwater runoff or creating an adverse impact on adjacent properties. The Project would not result in any industrial wastewater discharges.

Prior to construction, Eloy Valley Energy Center will submit a Notice of Intent to gain coverage under the Arizona Pollutant Discharge Elimination System Construction General Permit. In accordance with the Construction General Permit, Eloy Valley Energy Center will develop, submit, and gain approval for a site-specific Stormwater Pollution Prevention Plan, which will describe how permit conditions will be met during construction. The Stormwater Pollution Prevention Plan will, among other requirements, describe the use of temporary erosion and sediment control features to prevent construction-period stormwater discharges.

B.4 Project Benefits

The Project would provide a range of benefits for the City of Eloy. The Project would increase the production of clean, renewable energy for the City, Pinal County, and surrounding areas, where electrical demand is increasing. In general, as electricity is generated, the regional transmission system allows electricity to flow to the nearest load center; therefore, the Project would help provide necessary capacity to meet forecasted demand in the area. Additionally, the Project would generate a positive economic effect in the form of local, short- and long-term job creation, construction sales tax benefits, and activity from Project contractors transacting with local businesses. The Applicant expects the Project will generate over 200 construction jobs and, once operational, will require a full-time operation and maintenance team of 3 to 5 individuals. Eloy Valley Energy Center would use local contractors and materials to the extent possible for the Project.

B.5 Previous Case History, Development Context, and Permitting

Eloy Valley Energy Center began permitting efforts for the Project (i.e., the portion south of Pretzer Road, in unincorporated Pinal County) in 2021. In November 2021, the Pinal County Board of Supervisors approved a Major Comprehensive Plan Amendment (PZ-PA-056-21) to redesignate approximately 1,300 acres of private land within unincorporated Pinal County to Green Energy Production. The Applicant plans to submit a Zone Change request application to the Pinal County Planning Division to rezone the same land as Industrial (I-3) with a Planned Area Development (PAD) overlay. Eloy Valley Energy Center plans to make the Pinal County Planning Division aware of the portion of the Project in the City of Eloy, described in this filing.

The Project will require a Certificate of Environmental Compatibility (CEC) from the Arizona Corporation Commission (ACC) because the generation inter-tie transmission line, which would connect the solar generating facilities to the regional power grid, would operate at a voltage greater than 115 kilovolts (kV). Pursuant to the CEC requirements stipulated in Arizona Revised Statutes 40-360 et seq. and ACC Rules of Practice and Procedure R14-3-219, Eloy Valley Energy Center will compile both existing and supplemental environmental studies and public outreach efforts into its CEC application. The ACC considers land use plans of local governments as part of its review of a CEC application; as such, the CEC application will specifically remark on the Project's consistency with the City of Eloy's General Plan (see section C.2 for additional information regarding the Project consistency with the City of Eloy's General Plan). Completing the City of Eloy's CUP process ensures the City's authority and opportunity

for review prior to the State siting process. The public involvement process that Eloy Valley Energy Center plans to conduct for the CUP would supplement the Arizona CEC public involvement requirements.

As currently designed, a portion of the gen-tie line would cross State-owned land, and, as such, the Project will require a right-of-way and easement from the Arizona State Land Department (ASLD). Detailed biological and cultural resources surveys will be completed for at least that portion of the gen-tie line as part of the ASLD right-of-way permit application. Additionally, an environmental assessment will be prepared in support of an interconnection agreement request with the Western Area Power Administration (WAPA).

C. REQUIRED FINDINGS FOR A CONDITIONAL USE PERMIT

The City of Eloy's Code of Ordinance, Article 21-6-7.4 provides a list of "required findings" that the City Council must consider in approving a conditional use permit. In accordance with Article 21-6-7.3, the following sections provide information pertaining to each required finding.

C.1 Health, Safety, or General Welfare

> *Article 21-6-7.4(A): The proposed use will not be detrimental to the health, safety, or general welfare of persons living or working in the vicinity, to adjacent property, to the neighborhood, or to the public in general.*

The Applicant will construct and operate the Project in accordance with all applicable federal, state, and local laws, regulations, and conditions. Furthermore, the Project will be designed in compliance with all applicable electrical, safety, and construction codes and standards. The portion of the Project within the City of Eloy will not include any on site lighting.[1] Access roads within the Project Site will be designed and constructed to support firefighting apparatuses up to 75,000 pounds and water supplies at the Project Site will comply with National Fire Protection Association (NFPA) 11-42: Standard on Water Supplies for Suburban and Rural Firefighting.

Eloy Valley Energy Center, LLC will regularly inspect and maintain the solar facility throughout its operational life. The Project would use solar PV panels equipped with an anti-reflective coating to minimize the potential for visual and glare impacts to neighboring land uses. After construction, traffic associated with the Project's routine maintenance and operation is not expected to lead to delays or increased maintenance costs on adjacent roadways. Therefore, the Project would not have a detrimental effect on the health, safety, or general welfare of the surrounding area. Landscaping for the Project is discussed in section C.4; the adequacy of existing roadways is discussed in section C.5.

C.2 Eloy General Plan

> *Article 21-6-7.4(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.*

[1] The Project Substation and BESS, located south of Pretzer Road within unincorporated Pinal County, will have requisite security lighting, in accordance with national electrical and safety codes.

The Eloy General Plan designates the parcels comprising the Project Site as Estate Density Residential, with a density range of 1.0 dwelling unit (du) per 20 acres to 1.0 du per 1 acre (City of Eloy 2020). The General Plan states that following zoning districts are consistent with the Estate Density Residential land use designation: RR-20, RR-5, RR-2.5, R1-54, and R1-43 (City of Eloy 2020). Parcels comprising the Project Site are already zoned as RR-20; as previously noted, solar generating facilities are conditionally allowed on properties zoned as RR-20 (per Eloy Code of Ordinances, Article 21-2-2.3, Table 2.2-1). Thus, the proposed solar generating facility would conform with the Estate Density Residential land use designation, subject to an approved CUP. The current City of Eloy General Plan and the Pinal County Comprehensive Plan land use designations that are within 1 mile of the Project are shown on Figure 6. Furthermore, the proposed use would not increase or otherwise change the density range proposed by the General Plan; therefore, the Project would help maintain the rural character of southeast Eloy.

The Project would comply with the first goal stated in the Eloy General Plan, Land Use Element: "provide a range of residential, employment, and supportive land uses to encourage and maintain a sustainable community" (City of Eloy 2020). The proposed Project would contribute to a balanced mix of productive land uses in the City of Eloy, without fundamentally changing the character of the surrounding areas. The Project would bolster the local economy by providing several hundred jobs during construction and 3 – 5 long-term jobs during the operation of the Project. The Applicant maintains that increasing the availability of renewable energy resources is a key aspect of sustainable economic growth. As previously noted, the regional transmission system allows electricity to flow to the nearest load center; therefore, the Project would help provide necessary capacity to meet forecasted demand in the area.

There are no existing dedicated open space areas, designated scenic resources, or designated view corridors within the 1-mile Study Area (City of Eloy 2020; Pinal County 2007). The City of Eloy's Parks, Open Space, and Trails map indicates that multi-use trail corridors are proposed along Sunshine Boulevard, the Central Main Canal, and the Santa Cruz River (see Figure 8) (City of Eloy 2022). The Project would not conflict with these proposed trail systems. The northeast corner of the Project Site intersects a proposed open space, as designated by the Pinal County Open Space and Master Plan (Pinal County 2016).

C.3 Prescribed Conditions, Requirements, or Standards

> *Article 21-6-7.4(C) The proposed use conforms with the conditions, requirements, or standards prescribed by this chapter and any other applicable local, State, or Federal requirements.*

The Applicant will comply with the zoning procedures for a conditional use permit, as specified in Article 21-6-7.3. The Applicant completed a pre-application conference on April 20, 2022 and is committed to implementing a robust "citizen review process" in accordance with Article 21-6-2.3. The Project will comply with the development standards for RR-20 (Article 21-2-2.4, Table 2.2-2), including standards for maximum dwelling unit density, minimum setbacks, lot coverage, and building height limitations. In addition, the Project will comply with any CUP conditions deemed necessary (e.g., roadway improvements, drought tolerate landscaping/irrigation, signage, security fencing), pursuant to Article 21-6-7.1 or 21-6-7.3(G)(1).

As previously noted, the Project's generation inter-tie transmission line will require a CEC from the Arizona Corporation Commission;[2] as such, the Project will comply with any conditions of the CEC.

[2] The generation inter-tie transmission line would connect the Project Substation, located south of Pretzer Road in unincorporated Pinal County, to the regional transmission system via an existing, WAPA-owned substation.

In addition to standard building and electrical codes, the Project Site will comply with NFPA 11-42: Standard on Water Supplies for Suburban and Rural Firefighting.

C.4 Surrounding Uses

> *Article 21-6-7.4(D) The proposed conditional use shall conform to the character of the neighborhood, within the same zoning district, in which it is located. In making such a determination, consideration shall include the location, type and height of the buildings or structures and the type and extent of landscaping and screening on the site.*

Overall, the existing zoning density and intensity at the Project Site and Study Area may be characterized as low, consisting predominantly of rural residential and general rural zoning districts (see Figures 2 and 3). The existing uses within the Study Area include cultivated fields, low-density single-family residential properties, and vacant land (see Figures 5). As previously noted, the Project Site is zoned RR-20, indicating a minimum area per dwelling of 20 acres. Land immediately surrounding the Project Site, within the City of Eloy, is also zoned as RR-20.

Land south of the Project Site, in unincorporated Pinal County, is zoned as General Rural (GR). Pinal County's site development standards for General Rural include a minimum area per dwelling unit of 1.25 acres (see Figure 2).

Once operating, the facility would predominately be a low-intensity, passive use—with a limited number of workers performing routine maintenance and repairs. The Project would not alter the surrounding zoning density or land use intensity and, overall, is compatible with the similarly low-intensity land uses. As currently designed, solar panels at the Project Site would have a maximum height of 12 to 15 feet above ground surface, well below the maximum allowable height of 30 feet specified for RR-20 in Article 21-2-2.4, Table 2.2-2. The Project Site will not contain any permanent buildings. Thus, the height of Project structures would not be incompatible with surrounding features. The Applicant would comply with screening or landscaping requirements deemed necessary as a condition of approval.

C.5 Adequate Public Utilities and Services

> *Article 21-6-7.4(E) Adequate utilities, access roads, drainage, fire protection, and other necessary facilities shall be provided.*

The Applicant would finance and implement public improvements to roads or water systems that are deemed necessary for the Project; however, the Applicant does not anticipate that the Project will require any such improvements. According to the City of Eloy's Water and Sewer Availability Map, water and sanitary sewer mains generally do not extend south of I-10 (City of Eloy 2021b). Numerous electrical distribution lines, communications cables, and irrigation canals and ditches are present at or near the Project Site.

Water is expected to be hauled to the site during construction and operation or obtained from an on-site groundwater well. The Applicant understands that one (1) productive and potentially useful groundwater well currently exists at the Project Site. Water hauled to the site would be from permitted sources, and any new or existing wells on-site would be permitted through the Arizona Department of Water Resources, as needed. The Project would use existing groundwater wells/hauled water to maintain landscaping around the perimeter of the Project Site, as necessary. Overall, the Project would increase the land's taxable value while adding little, if any, burden to public services.

Any road construction needed to access the Project Site would be paid for and constructed by the Applicant, in coordination with the City of Eloy Public Works Department and the Pinal County Public Works Department, as necessary. The Applicant understands that the City of Eloy has adopted the 2018 International Fire Code, which stipulates that fire access road(s) shall be a 4 inch aggregate base course compacted to 95% and 12 inch native soil compacted to 95% to all inverters within the site, based on gate access from major roadways.

C.6 Adequate Site Access

> *Article 21-6-7.4(F) Adequate measures shall provide ingress and egress so designed as to minimize traffic hazards and traffic congestion on the public roads.*

The Project Site is accessible from Pretzer Road, Sunshine Boulevard, and Hotts Road. According to the City of Eloy's General Plan, Circulation Map, Pretzer Road and Sunshine Boulevard are classified as "major arterial" roadways, with a dedicated 65-foot half street (130 feet total) rights of way (ROW); Hotts Road is classified as a "minor arterial" roadway, with a dedicated 55-foot half street (110 feet total) ROW (City of Eloy 2020). The Applicant will work with the City of Eloy to obtain license agreements for any electrical or fiber optic lines with City of Eloy ROWs. The Applicant understands that the City may, as a condition of the CUP approval, stipulate roadway improvements such as paving Sunshine Boulevard, widening Pretzer Road and Hotts Road, and installing low water crossings at specific locations.

ADOT reported that Sunshine Boulevard had an annual average daily traffic of 738 trips in 2020, the most recent year for which such data are available (ADOT 2022b). Traffic along Pretzer Road and Hotts Road is expected to be similarly low volume. During peak construction, the Applicant anticipates approximately 224 workers on-site daily. Truck delivery traffic is expected to peak at 20 trucks per day, with an average of six trucks per day throughout the duration of construction. The maximum expected traffic impacts would occur during the peak of construction, when the most workers would be traveling to and from the site daily, and the highest frequency of material and equipment deliveries are anticipated. Upon completion, the Project would require approximately three employees for routine operation and maintenance. Therefore, the transportation and traffic impacts associated with Project construction and operation would be minimal. Project-related traffic is not expected to lead to delays or increased maintenance costs on adjacent roadways.

During construction, contractors will park on internal access roads within the Project Site. Once constructed, the Project would not require any permanent, occupiable structures in the City of Eloy. Internal access roads would provide space for temporary parking during routine maintenance and repair activities. As shown on Figure 9, ingress and egress points for the Project Site would provide safe access for construction workers and routine operation and maintenance.

C.7 Operating Conditions

> *Article 21-6-7.4(G) The proposed use shall not be noxious or offensive by reason of vibration, noise, odor, dust, smoke, or gas.*

During construction, vehicles and equipment may generate some fugitive dust emissions and noise. Contractors will be required to implement dust control measures (e.g., spraying bare dirt, covering piles of exposed dirt) to minimize dust. Construction noise will be minimized through compliance with allowable start/stop times, as specified in Article 13-15.8 of the Eloy City Code.

Once constructed, the Project would predominately be a low-intensity, passive use. As such, it would not generate any noxious or offensive vibration, noise, odor, dust, smoke, or gas. As previously noted, the Project's BESS would be in unincorporated Pinal County, south of Pretzer Road.

C.8 Surrounding Use and Value

> *Article 21-6-7.4(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 Applicant is committed to working with and addressing potential concerns of neighboring landowners. The Applicant will continue to engage with Project neighbors to determine how to address potential concerns on a case-by-case basis. In addition to private landowners, the Applicant will continue outreach efforts with relevant public officials. The Applicant plans to contact the Picacho Stagefield National Guard facility on the Project's construction schedule and operations. The Applicant has (14) fourteen years of experience as NextEra Energy Resources (NEER) developing renewable energy facilities and, in its experience, has not observed that solar PV facilities diminish or impair nearby property values. NEER also has the experience sharing of its partner organization, Florida Power and Light (FPL), that has thirty-eight (38) years of utilities experience.

A public participation program was implemented for the Project's Pinal County Major Comprehensive Plan Amendment in Pinal County. The public participation program involved developing a mailing list of property owners within 1,200 feet, mailing newsletters advertisements for open house meetings, installing broadcast signs, mailing public hearing notices, and hosting neighborhood meetings. Two public neighborhood meetings were held. A virtual neighborhood meeting held via Zoom webinar was held on August 30, 2021, from 5:00 to 6:00 PM. Two members of the public attended this meeting. The Project team conducted the virtual webinar meeting in a "Question and Answer" format, with a short presentation. An in-person neighborhood meeting was held on August 31, 2021, from 5:00 to 6:00 PM at the Troy Thomas Community Center located at 501 West 3rd Place, Eloy, AZ 85131. Five members of the public attended this meeting. The Project team conducted the in-person meeting in a "Question and Answer" format, posterboards where stakeholders could learn more about the project were displayed around the room. The Project team responded to comments on a range of topics including traffic, electromagnetic fields, dust, noise, property acquisitions, solar panel glare, fire prevention, and agricultural land use. The full public participation results report for the Pinal County MCPA process has been provided to the City of Eloy and is included as an attachment in the Neighborhood Meeting Summary Report.

C.9 Orderly Development

> *Article 21-6-7.4(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.*

As previously noted, the proposed Project would, pursuant to an approved CUP, comply with the Eloy General Plan. Eloy Valley Energy Center LLC, under an affiliated development entity – Boulevard Associates, has already received a Major Comprehensive Plan Amendment for the portion of the development in unincorporated Pinal County; the process for transferring the LLC name is underway for the Pinal County Major Comprehensive Plan Amendment. As of this application's filing date, the Pinal County rezoning and subsequent site plan review process has not yet started. The Eloy General Plan states that the Land Use Element "identifies the intent and direction for future growth" and that it "serves as the

focal point for goals, objectives, and polices that will be use by the City Council, Planning and Zoning Commission and [community development] staff to generally guide and direct development" (City of Eloy 2022).

The Applicant is not aware of any neighboring development plans that would conflict with the proposed Project in the City of Eloy nor in unincorporated Pinal County.

D. LITERATURE CITED

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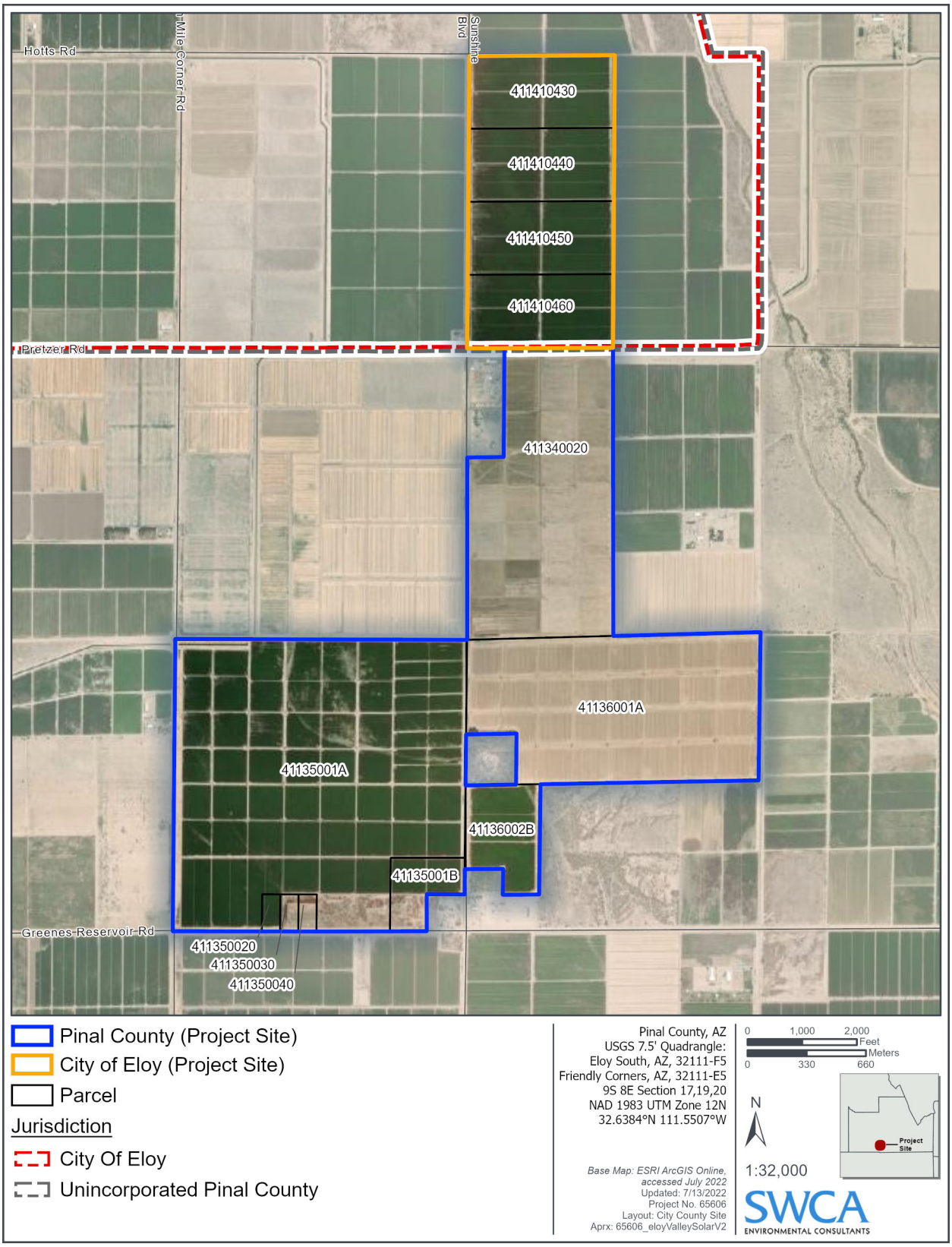


Figure 1. Project Parcels.

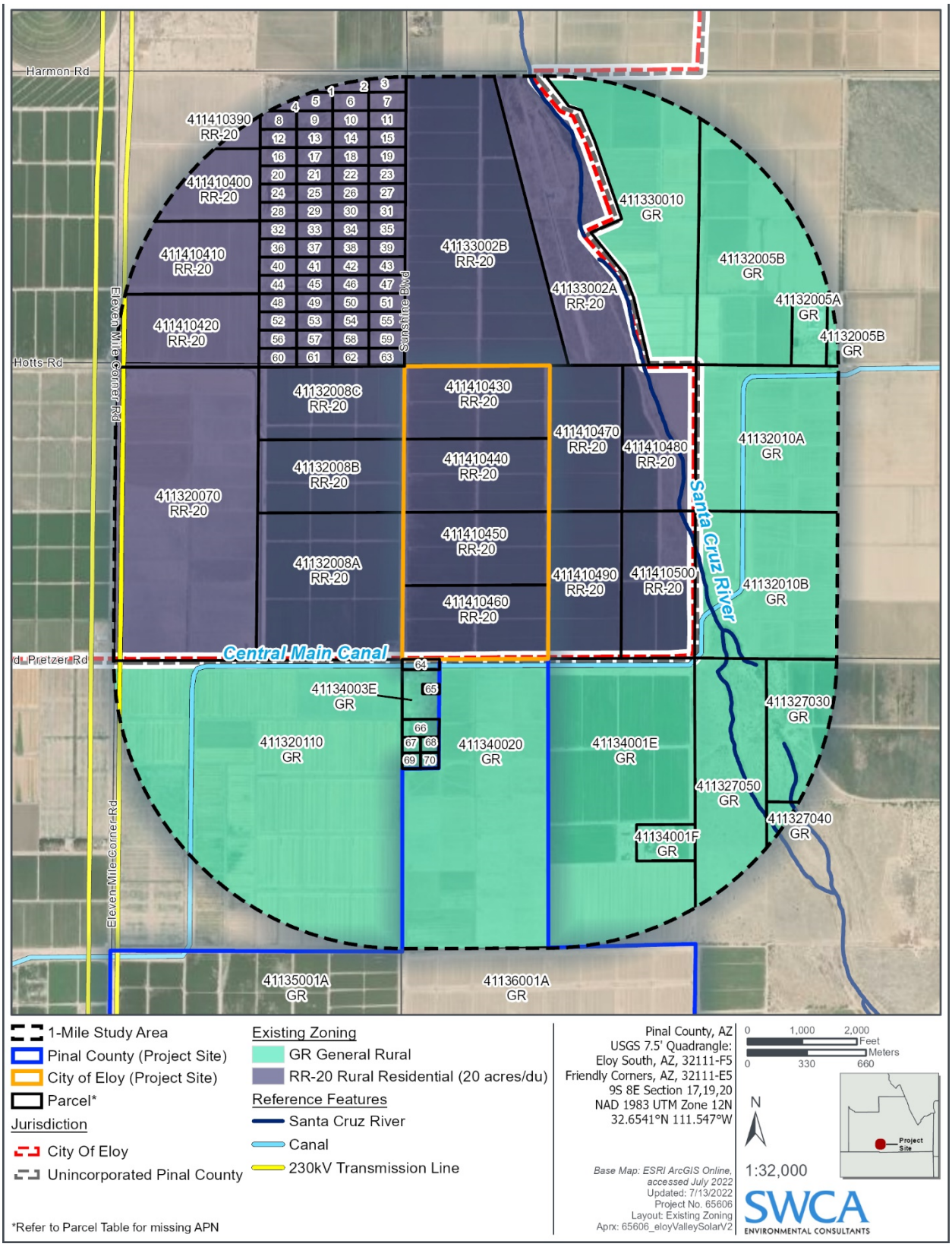


Figure 2. Existing Zoning

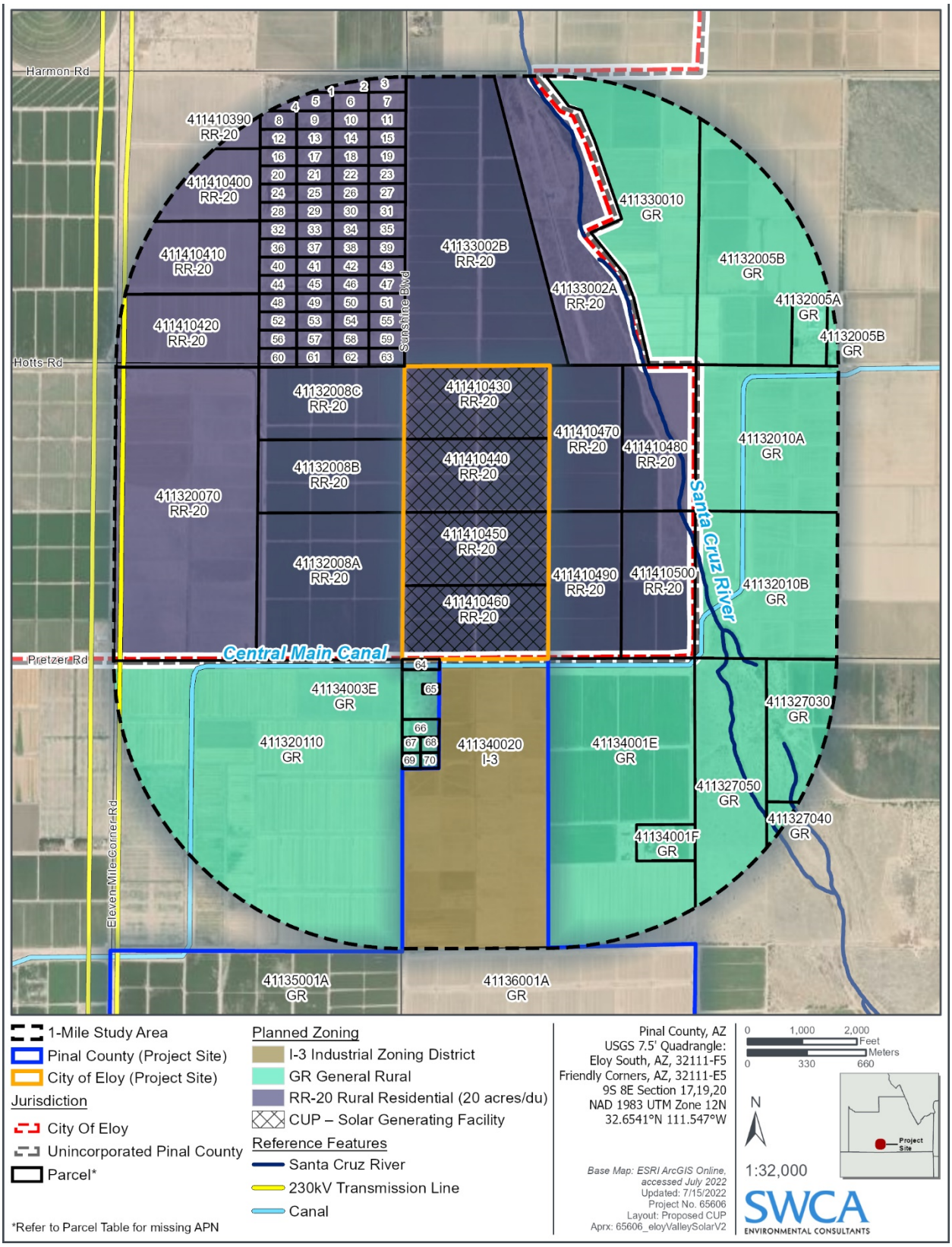


Figure 3. Proposed Conditional Use Permit.

Parcel Table

Parcel	Figure ID Number	Landowner Name	Zoning
411430020	1	7TH STREET PROPERTIES LLC	RR-20
411430030	2	7TH STREET PROPERTIES LLC	RR-20
411430040	3	7TH STREET PROPERTIES LLC	RR-20
411430080	4	7TH STREET PROPERTIES LLC	RR-20
411430070	5	7TH STREET PROPERTIES LLC	RR-20
411430060	6	7TH STREET PROPERTIES LLC	RR-20
411430050	7	7TH STREET PROPERTIES LLC	RR-20
411430090	8	7TH STREET PROPERTIES LLC	RR-20
411430100	9	7TH STREET PROPERTIES LLC	RR-20
411430110	10	7TH STREET PROPERTIES LLC	RR-20
411430120	11	7TH STREET PROPERTIES LLC	RR-20
411430160	12	7TH STREET PROPERTIES LLC	RR-20
411430150	13	7TH STREET PROPERTIES LLC	RR-20
411430140	14	7TH STREET PROPERTIES LLC	RR-20
411430130	15	7TH STREET PROPERTIES LLC	RR-20
411430170	16	7TH STREET PROPERTIES LLC	RR-20
411430180	17	7TH STREET PROPERTIES LLC	RR-20
411430190	18	7TH STREET PROPERTIES LLC	RR-20
411430200	19	7TH STREET PROPERTIES LLC	RR-20
411430240	20	7TH STREET PROPERTIES LLC	RR-20
411430230	21	7TH STREET PROPERTIES LLC	RR-20
411430220	22	7TH STREET PROPERTIES LLC	RR-20
411430210	23	7TH STREET PROPERTIES LLC	RR-20
411430250	24	7TH STREET PROPERTIES LLC	RR-20
411430260	25	7TH STREET PROPERTIES LLC	RR-20
411430270	26	7TH STREET PROPERTIES LLC	RR-20
411430280	27	7TH STREET PROPERTIES LLC	RR-20
411430320	28	7TH STREET PROPERTIES LLC	RR-20
411430310	29	7TH STREET PROPERTIES LLC	RR-20
411430300	30	7TH STREET PROPERTIES LLC	RR-20
411430290	31	LONGMIRE MIKE	RR-20
411430330	32	7TH STREET PROPERTIES LLC	RR-20
411430340	33	7TH STREET PROPERTIES LLC	RR-20
411430350	34	7TH STREET PROPERTIES LLC	RR-20
411430360	35	7TH STREET PROPERTIES LLC	RR-20
411430400	36	7TH STREET PROPERTIES LLC	RR-20
411430390	37	7TH STREET PROPERTIES LLC	RR-20
411430380	38	7TH STREET PROPERTIES LLC	RR-20
411430370	39	7TH STREET PROPERTIES LLC	RR-20
411430410	40	7TH STREET PROPERTIES LLC	RR-20
411430420	41	7TH STREET PROPERTIES LLC	RR-20

Parcel	Figure ID Number	Landowner Name	Zoning
411430430	42	7TH STREET PROPERTIES LLC	RR-20
411430440	43	7TH STREET PROPERTIES LLC	RR-20
411430480	44	7TH STREET PROPERTIES LLC	RR-20
411430470	45	7TH STREET PROPERTIES LLC	RR-20
411430460	46	7TH STREET PROPERTIES LLC	RR-20
411430450	47	7TH STREET PROPERTIES LLC	RR-20
411430490	48	7TH STREET PROPERTIES LLC	RR-20
411430500	49	7TH STREET PROPERTIES LLC	RR-20
411430510	50	7TH STREET PROPERTIES LLC	RR-20
411430520	51	7TH STREET PROPERTIES LLC	RR-20
411430560	52	7TH STREET PROPERTIES LLC	RR-20
411430550	53	7TH STREET PROPERTIES LLC	RR-20
411430540	54	7TH STREET PROPERTIES LLC	RR-20
411430530	55	7TH STREET PROPERTIES LLC	RR-20
411430570	56	7TH STREET PROPERTIES LLC	RR-20
411430580	57	7TH STREET PROPERTIES LLC	RR-20
411430590	58	7TH STREET PROPERTIES LLC	RR-20
411430600	59	7TH STREET PROPERTIES LLC	RR-20
411430640	60	7TH STREET PROPERTIES LLC	RR-20
411430630	61	7TH STREET PROPERTIES LLC	RR-20
411430620	62	7TH STREET PROPERTIES LLC	RR-20
411430610	63	HOT SUN 5 LLC	RR-20
NAP	64		GR
41134003F	65	FREERKING CORRINE	GR
41134003C	66	HUNSAKER COLLEEN	GR
41134003G	67	DOMINGUEZ JOSE	GR
41134003H	68	DOMINGUEZ JOSE	GR
41134003K	69	AGUILAR JOSE MENDOZA	GR
41134003J	70	CRAVENS PAMELA A	GR

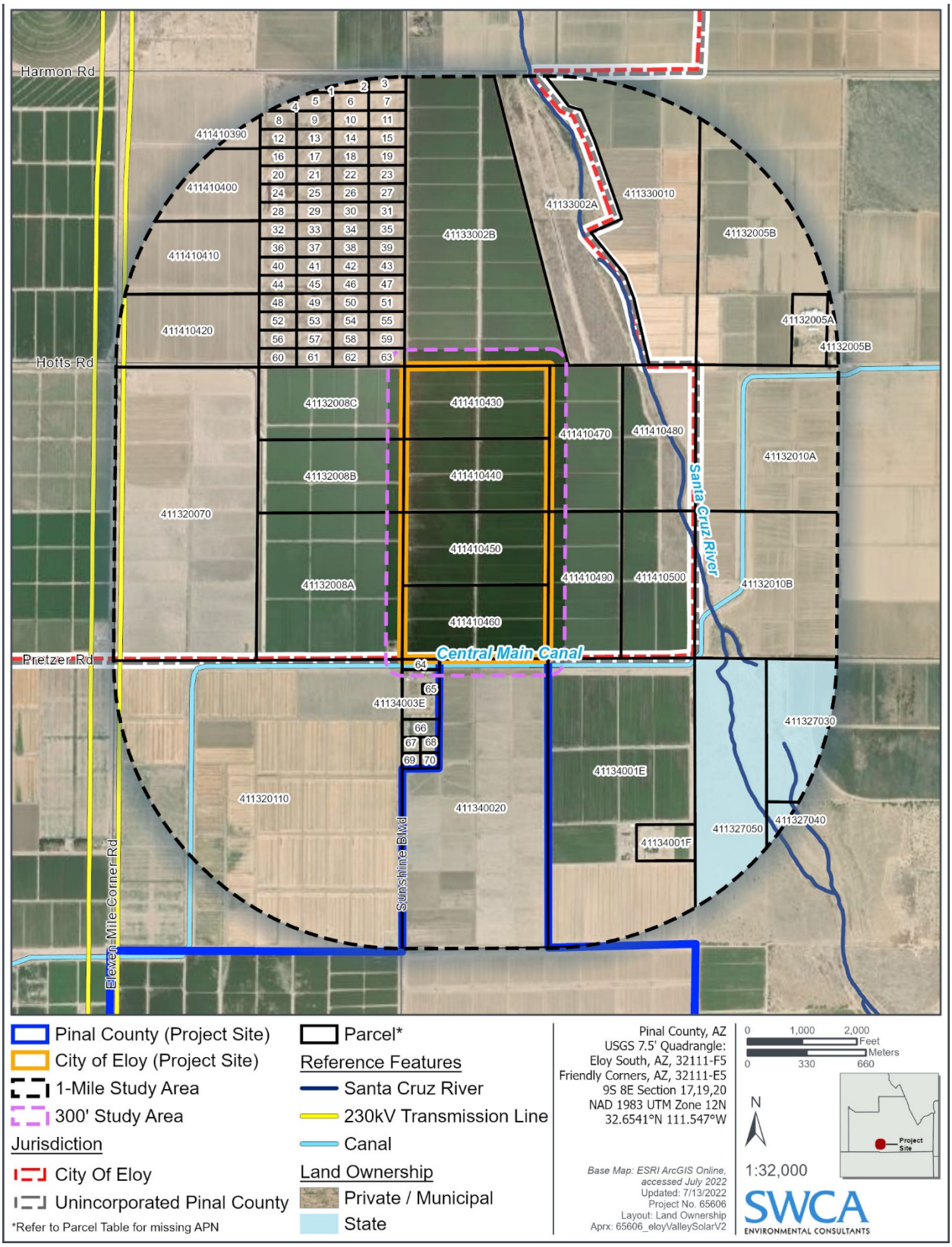


Figure 4. Land Ownership

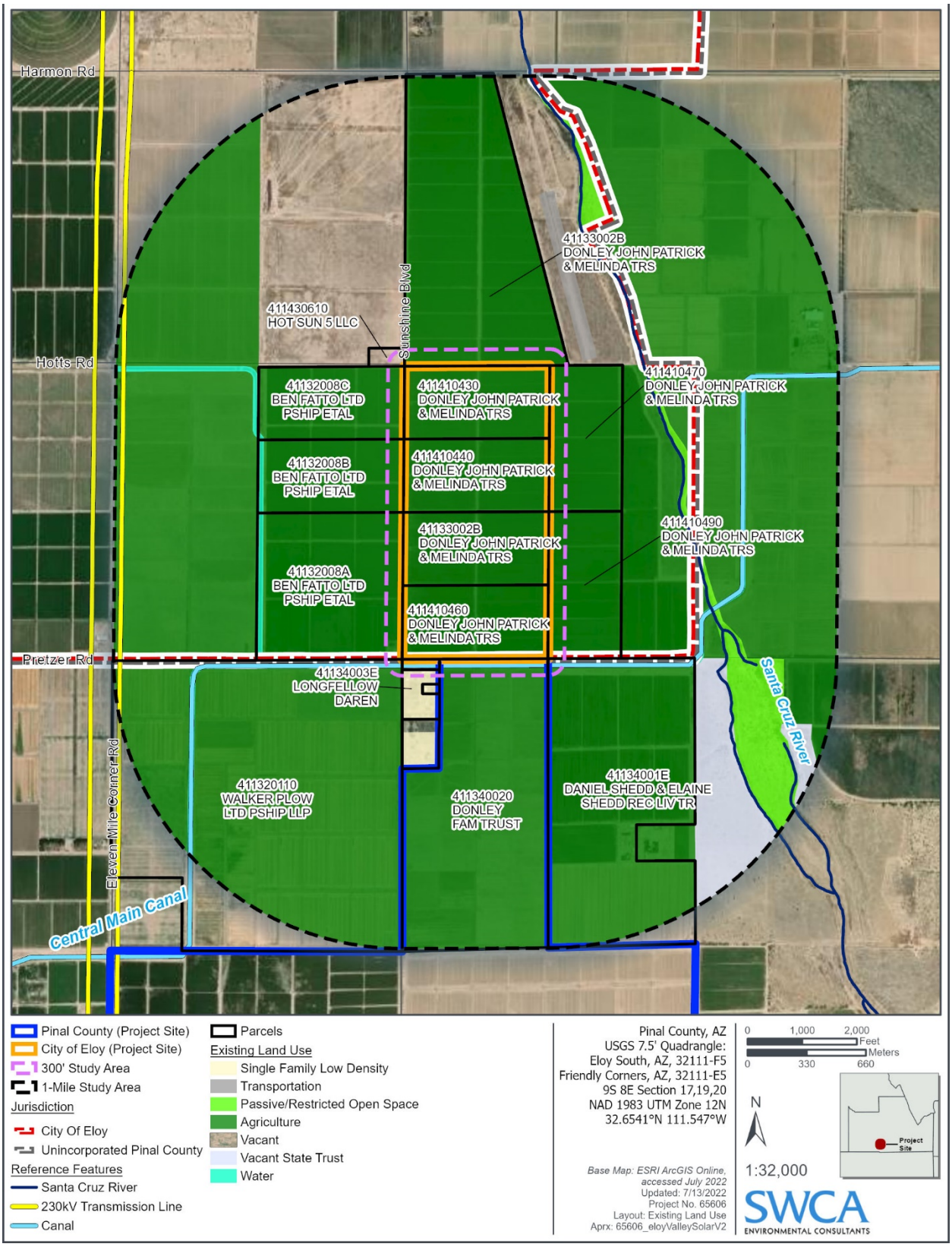


Figure 5. Existing Land Uses

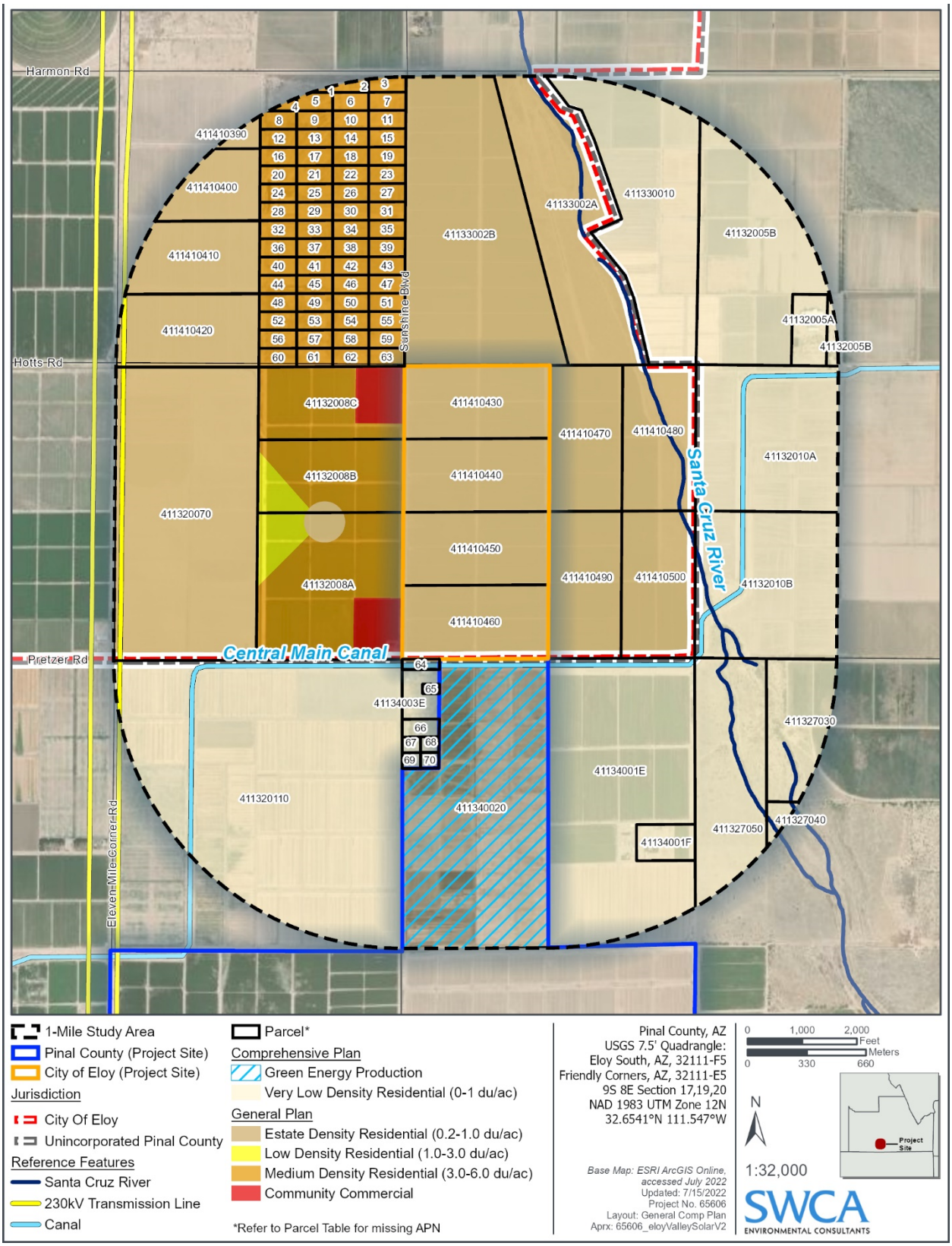


Figure 6. General/Comprehensive Plans Planned Land Use Map

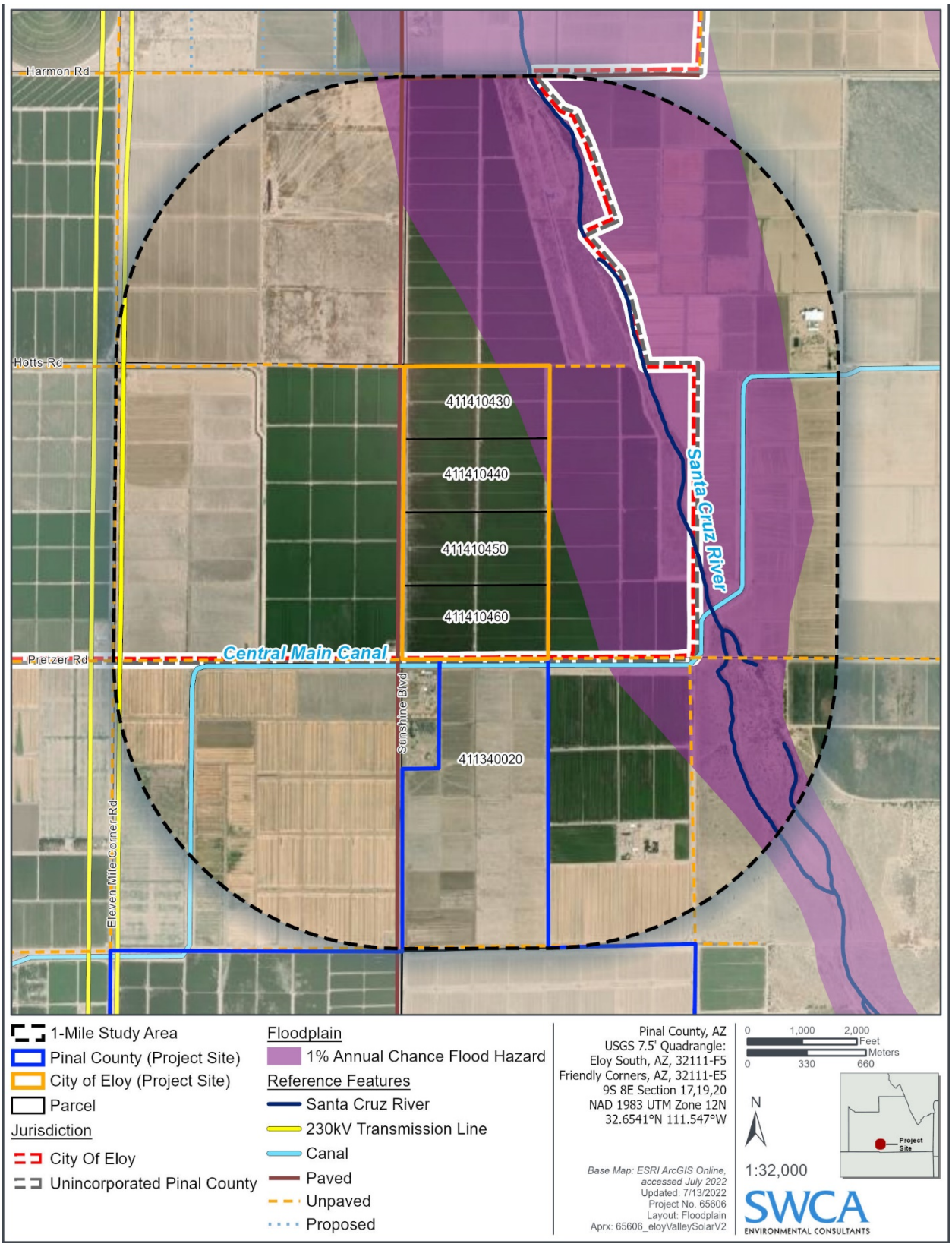


Figure 7. Floodplain Map

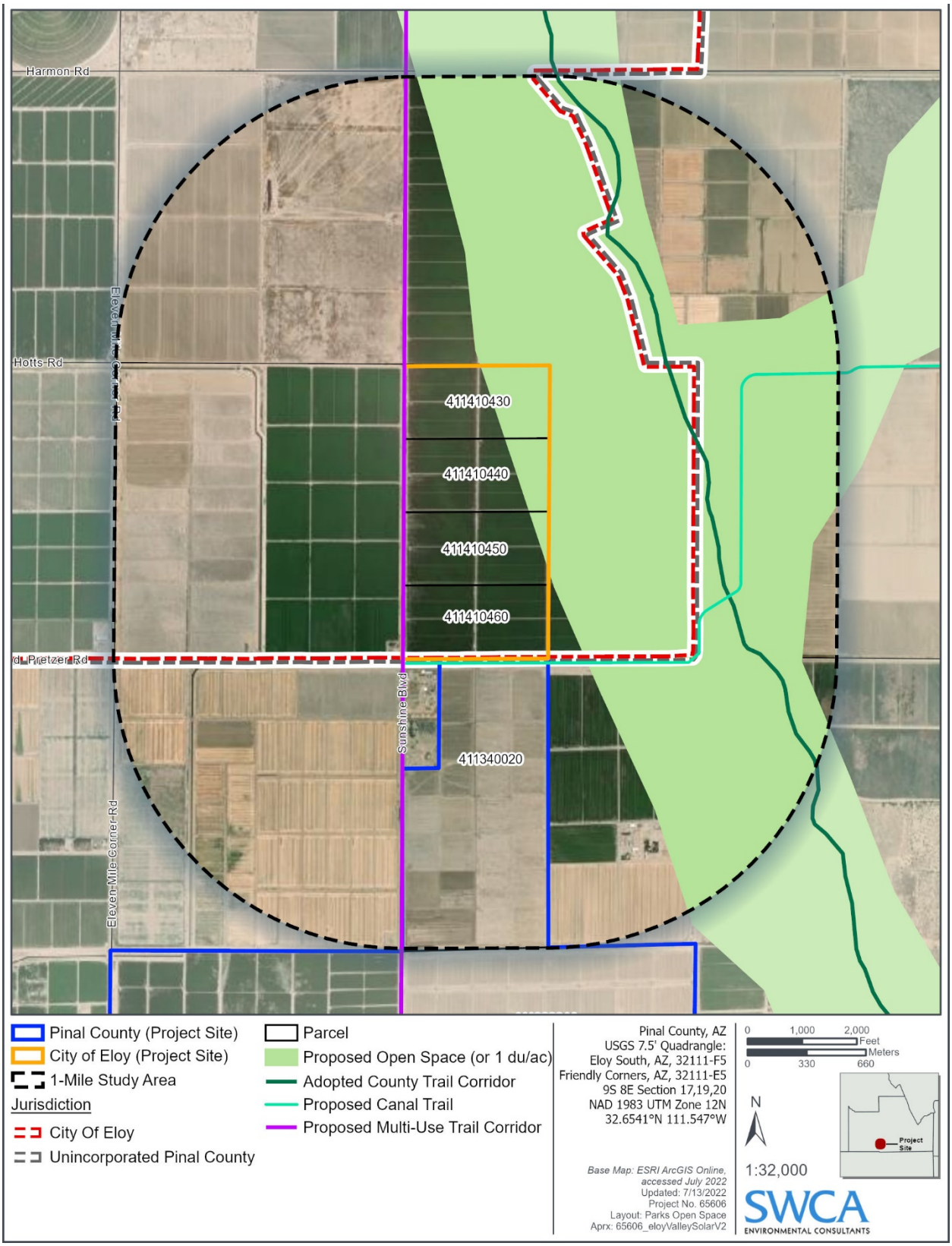
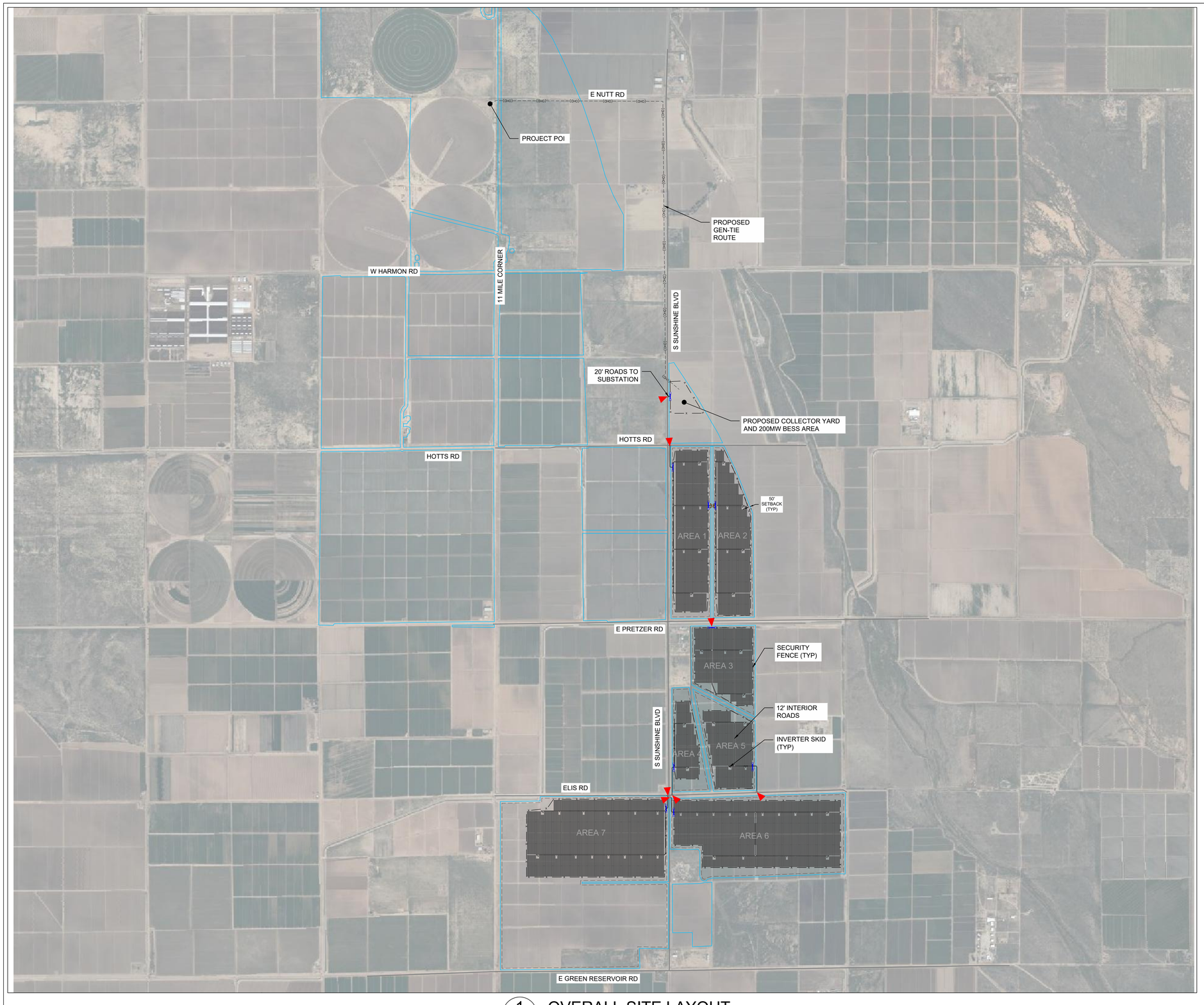


Figure 8. Parks, Trails, and Open Space Map



1 OVERALL SITE LAYOUT

1" = 1400'

0' 700' 1400' 2800'

SHEET NOTES:

1. LOCATIONS SHOWN ARE FOR GENERAL GUIDANCE ONLY. SLOPES OF THE SITE ARE NOT DEPICTED AND LOCATIONS MUST BE VERIFIED ON SITE BEFORE INSTALLATION.
2. FINAL STRING SIZING TO BE CONFIRMED BY ENGINEER-OF-RECORD.
3. CROSSING LOCATIONS INDICATE APPROXIMATE ROAD AND DC CROSSINGS AT EXISTING FEATURES. MV COLLECTION CROSSINGS ARE TBD AFTER MV COLLECTION LAYOUT. ALL CROSSINGS TO BE FINALIZED BY ENGINEER OF RECORD.

SYSTEM SPECIFICATIONS:

SYSTEM STC DC RATING (MW)	252.03
SYSTEM AC CAPACITY (MW)	218.40
SYSTEM AC RATING AT POI (MW)	200.00
DC/AC RATIO AT POI	1.26
MODULE MODEL	LONGI BF 550W MODULE
MODULE STC DC RATING (W)	550
MODULE COUNT	458244
MODULES PER STRING	27
STRING COUNT	16972
3 STRINGS TRACKER	5488
2 STRING TRACKER	254
INVERTER MODEL	4.20 MVA CENTRAL INVERTER
INVERTER RATING (MW)	4.200
QUANTITY OF INVERTERS	52
TRANSFORMER RATING (MVA)	4.200
QUANTITY OF TRANSFORMERS	52
DC SYSTEM VOLTAGE (V)	1500
INTERCONNECTION VOLTAGE (KV)	230
TRANSMISSION LINE LENGTH (MILES)	2.7
RACKING SYSTEM	TRACKER (1 PORTRAIT)

LEGEND

- FENCE LINE
- PROPOSED ROAD
- EXISTING ROAD
- OVERHEAD ELECTRICAL
- SETBACK
- BUILDABLE AREA
- SITE ENTRANCE AND GATE
- SITE ACCESS

N

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ENGINEER'S STAMP

PRELIMINARY - NOT FOR CONSTRUCTION

CLIENT
NEXTera ENERGY RESOURCES

PROJECT NAME
ELOY VALLEY SOUTH SOLAR

SITE LOCATION
PINAL CO, AZ
32.665165°, -111.550074°

DRAWING ISSUE

1	06/24/2022	PRELIMINARY

REVISION ISSUE

DRAWN BY: ZZ CHECKED BY: MH

PROJECT NO.: 22112

DRAWING TITLE
OVERALL SITE LAYOUT

DRAWING NUMBER
E200

Agenda Item VII-A
Date: 11/14/2022

MINUTES OF THE REGULAR MEETING OF THE ELOY CITY COUNCIL CITY OF ELOY 595 NORTH C STREET OCTOBER 24, 2022 6:00 P.M.

Staff Present: David Malewitz-City Manager; ***Stephen R. Cooper-City Attorney**; Mary Myers-City Clerk; Brian Wright-Finance Director; Christopher Vasquez-Police Chief; Paul Anchondo-Community Services Director; Matt Rencher-Public Works Director/City Engineer; Sylvia Payne-HR Director; Jon Vlaming-Community Development Director

***Attended meeting via telephone conference**

I. CALL TO ORDER

Mayor Powell called the meeting to order at approximately 6:05 p.m.

II. ROLL CALL

Council Members Present: Mayor Micah Powell, Vice Mayor Dan Snyder, Councilmember George Reuter, ***Councilmember Sara Curtis (arrived at 6:35 p.m.),** Andrew Rodriguez, Councilmember Jose Garcia, Councilmember Sylvia Guanajuato Rodriguez

***Attended meeting via telephone conference**

Council Members Absent: None

III. INVOCATION

Pastor Ken Blondeaux gave tonight's invocation.

IV. PLEDGE OF ALLEGIANCE

Councilmember Reuter led the Council and the public in the Pledge of Allegiance.

V. PUBLIC APPEARANCES

A. Scheduled - None

B. Unscheduled

Pastor Ed Brown - Pastor Brown reserved his comment regarding agenda item VIII-A until it is before Council for discussion.

VI. REPORTS AND ANNOUNCEMENTS

A. Council Member Announcements

1. Councilmember Reuter made the following announcements:
   - The Belgium national television crew is at tonight's meeting to record a documentary about the city and county. He said most of the documentary will focus on the city's police department. Councilmember Reuter stated that several law enforcement personnel from Luxembourg will be visiting the city sometime this week.
   - The skydiving world championship is still going on. The Eloy team is leading by over 20 points, and hopefully will become world champions. Councilmember Reuter said opening ceremonies were great with positive comments from visitors about the event and public officials.

2. Vice Mayor Snyder conveyed that he, along with several city staff, attended the monthly Pinal Partnership breakfast last Friday. The main focus was green energy and funding from the federal government for Pinal County. Representatives for the copper mine in Casa Grande talked about the reopening of the mine. There was also discussion about hydrogen and the importance of Pinal County taking advantage of renewable energy grants that are available.

3. Councilmember Guanajuanto Rodriguez conveyed that the Pinal County Family Advocacy Center hosted the Eloy Chamber of Commerce monthly mixer last Wednesday. county attorney, Ken Volkner, talked about services the advocacy center offers.

B. Mayor's Announcements

Mayor Powell made the following announcements:

- The two opening ceremonies for the world skydiving championship was amazing. Mayor Powell said it was nice to see over 30 countries represented at the event in Eloy.
- Adopt a street cleanup event was held over the weekend. Mayor Powell thanked all the department directors who participated.

  Mr. Malewitz said the city collected approximately 1.45 tons of trash.

C. City Manager's Announcements

Mr. Malewitz announced the following communications:

- The Pinal County Animal Control is hosting its annual "Pup-o-Treat" event on Saturday, October 29th from 5:00 p.m. to 8:00 p.m., at its facility, located at Eleven Mile Corner Road. There will be activities and prizes for animals and visitors. Mr. Malewitz said the county also be waiving adoption fees and offering free microchipping.
- He reminded Council of the Santa Cruz Valley Historical Museum annual dinner/dance event on Saturday, November 5th, from 5:30 p.m. to 10:00 p.m., at the Property in Casa Grande. Mr. Malewitz said anyone interested in attending to please contact Kristen Gramando.
- Operation Cleanup will occur on Saturday, November 5th from 7:00 a.m. to 11:00 a.m. Volunteers will meet at Main Street park before leaving to clean several properties in Eloy. Mr. Malewitz asked the public to contact the community development department to register for the event.
- Chief Vasquez in conjunction with county attorney, Ken Volkner, will be presenting a law enforcement and prosecutorial update at Robson Ranch, November 15th, from 9:00 a.m. to 10:30 a.m.
- City offices will be closed November 11th in observance of Veterans Day.

VII. CONSENT AGENDA

A. Approval of Minutes: 10/3/2022 (special) & 10/10/2022 (regular)
B. Consideration to approve an Intergovernmental Agreement between the City of Eloy and Pinal County to allow employees of the City of Eloy Public Works Department to participate in the Annual Pinal County Safety Roadeo.
C. Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) for issuance of a Series 15 Special Event liquor license to St. Helen of the Cross, located at 205 W. 8th Street, Eloy, Arizona, November 19 & 20, 2022
D. Adoption of Ordinance No. 22-934, approving Case No.: RZPAD2021-006, a request by Petersen Arizona Land and Entitlement Fund (PALEF) which is proposing 575 additional and contiguous acres to their previously approved (December 2019) Planned Area Development (PAD) on the subject property. The property now totals 1,193 acres and all of the added acreage is requested to be rezoned the same (I-2, General Industrial with a Planned Area Development (PAD) Overlay) as the original rezoning request. The subject property is generally located east of Sunland Gin Road, south of Frontier Street, north of Interstate 10 and west of Toltec Road. (Project Name: Interstate 10-8 Business Park).

There being no requests from Council to remove any item(s) from the Consent Agenda, Mayor Powell called for a motion.

Motion by Councilmember Garcia, seconded by Councilmember Guanajuato Rodriguez to approve the Consent Agenda items as presented, passed unanimously by roll call vote (6-0).

VIII. BUSINESS

A. COUNCIL CONSIDER AND TAKE ACTION ON CONDITIONAL USE PERMIT (CUP2022-022) SUBMITTED BY CHARLES WOOLSEY ON BEHALF OF ELOY VALLEY ENERGY CENTER, LLC IN CARE OF JD RULIEN TO REQUEST A CONDITIONAL USE PERMIT PROPOSING TO CONSTRUCT AND OPERATE A PORTION OF THE ELOY VALLEY SOLAR AND STORAGE PROJECT, A SOLAR GENERATING FACILITY CONSISTING OF 320 ACRES WITHIN FOUR PRIVATELY OWNED PARCELS (ASSESSOR'S PARCEL NUMBERS: 411-41-043, 411-41-044, 411-41-045 AND 411-41-046, IN A PORTION OF SECTION 8, TOWNSHIP 9 SOUTH, RANGE 8 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA) IN THE CITY OF ELOY. THE SOLAR FIELD IN ELOY WOULD BE PART OF THE LARGER ELOY VALLEY SOLAR PROJECT, INCLUDING EIGHT PRIVATELY OWNED PARCELS WITHIN UNINCORPORATED PINAL COUNTY, CONSISTING OF APPROXIMATELY 1,252 ACRES ADJACENT TO, AND TO THE SOUTH OF, THE REQUESTED CUP. (PROJECT NAME: ELOY VALLEY SOLAR AND STORAGE PROJECT).

Staff Cover Sheet Report: *Consideration, discussion, and action for approval, approval with conditions, denial or continuance of Case No.: CUP2022-022. The proposed Conditional Use Permit (CUP) request is to allow Solar Generation Facilities for a portion of a larger project identified as Eloy Valley Solar and Storage Project. The subject project is generally located at the northeast corner of Sunshine Boulevard and Pretzer Road. The subject CUP consists of approximately 320 gross acres, on Assessor's Parcel Numbers: 411-41-043, 411-41-044, 411-41-045 and 411-41-046, Section 8, Township 9 South, Range 8 East of the Gila & Salt River Base & Meridian, Pinal County, Arizona.*

The subject parcels are zoned RR-20 (Rural Residential). The Solar Generating use is allowed with a conditional use permit in the respective zoning district. Conditional use permits must be reviewed and approved in accordance with the procedures in Section 21-6-7 of Chapter 21 of the Eloy Zoning Code.

21-3-1.39: SOLAR GENERATION FACILITY:

A. All solar generation facilities must comply with the following standards:

1. Lot Size: A minimum lot size of one hundred sixty (160) acres shall be established and maintained.

a. Setbacks: A building, structure, or lot shall not be developed, used, or occupied unless it establishes and maintains a minimum yard setback of forty feet (40').

2. *Lot Coverage: Maximum lot coverage percentage shall be ten percent (10%) except that freestanding, ground mounted solar devices shall not count toward the lot coverage percentages.*
3. *Building Height: Building height shall not exceed the height limitations designated for the zone in which such building is located, except that thermal towers may extend up to two hundred feet (200') in height provided that the tower is centrally located on the property and maintains a safe fall zone equal to or greater than the height of the tower. (Ord. 18-880, 7-23-2018)*

Staff recommends that Case No.: CUP2022-022 be approved, subject to the following eight (8) conditions:

1. *That all undeveloped portions of the subject property will be maintained in a natural, debris-free, and weed-free condition;*

2. *That development of the Eloy Valley Solar and Storage Project shall be in compliance with the Conditional Use Permit Narrative (dated August 2022) and/or the Eloy Zoning Ordinance; if mutually executed;*

3. *That any major changes or modifications to the subject CUP shall be reviewed and processed in accordance with those procedures outlined in the Eloy Zoning Ordinance, as may be amended from time to time. The Zoning Administrator, or designee, may administratively approve minor amendments and will determine the difference between major and minor amendments;*

4. *That the Property Owner/Developer shall submit and receive Zoning Administrator or designee approval for the Site Plan for the entire 320 acres prior to construction;*

5. *That the Property Owner/Developer shall submit and receive Zoning Administrator or designee approval of the decommissioning plan for the Eloy Valley Solar and Storage Project;*

6. *That the Property Owner/Developer shall work with City Staff to select appropriate landscape vegetation from the Pinal AMA Low Water Use Plant List prepared by the Arizona Department of Water Resources to support butterfly migration patterns and other fauna;*

7. *That the Property Owner/Developer provides a landscape buffer zone between the project and any adjacent residential homes; and*

8. *That the Property Owner/Developer contacts Kitt Peak Observatory to confirm that this project does not create reflective light that would negatively impact their observations.*

Staff recommends approval of Case No.: CUP2022-022, with the conditions as presented.

FISCAL IMPACT: *If approved and constructed, the portion of this project, located in the City of Eloy, would generate enhanced property taxes and construction sales taxes to the City. Due to the low impact of development and the very low number of full time employees on the premises, the demand for municipal services and police protection are expected to be minimal for this use, located at the City's southern boundary.*

Mr. Vlaming gave a brief overview of the proposed 320 acre solar project, located at the very southern portion of the city's incorporated area. He conveyed that the request was recommended for approved by the Planning and Zoning Commission at last month's meeting.

Mr. Vlaming introduced Ms. Ashley Johnson from NextEra Energy, who is the developer for the Eloy Valley Solar and Storage project. Ms. Johnson reviewed the proposed project via PowerPoint presentation.

After the presentation, Ms. Johnson and Mr. J.D. Rulien, also from NextEra, who participated via telephone conference fielded questions from the Council regarding:

- Location of project
- Outreach efforts made to homeowners and businesses in the area
- Concerns with the heat island index and possible direct impact to the area
- Maintenance of solar panels during dust storms

Councilmember Rodriguez conveyed that NextEra has been a good steward of the community. He commended the company for doing their research on the city and supporting the community during the major power outage in July.

Pastor Ed Brown also commended NextEra Energy for helping the Hope Coalition, which he runs with different things. He said the company wanted him to help get money into the community. Pastor Brown said some of the recipients of money given by NextEra was the Toltec Elementary School District who requested refillable water bottles for their students. He said some of the money was also used to sponsor the Veterans Day parade lunch and restock the food bank. Pastor Brown said the company has been a great community partner with the Hope Coalition to help get funding out in the community. He said NextEra and the Hope Coalition have both committed to help the community for the next two years.

Mayor Powell conveyed that he supports the project because it is located far south; away from the city's growth area. He said if the city continues to permit solar in the area, Council may want to have projects such as this in certain incorporated areas. Mayor Powell thanked NextEra for being a great community partner.

Mr. Vlaming said staff is recommending approval of this item with eight (8) conditions as listed in the staff report.

Councilmember Curtis said as ex-officio to the Planning and Zoning Commission, she attended last month's meeting and the Commission voted unanimously to recommend approval of the request.

There being no further questions, Mayor Powell called for a motion.

Motion by Councilmember Reuter, seconded by Vice Mayor Snyder to approve a Conditional Use Permit for Case Number CUP2022-022 with conditions as presented, passed 6-1 by the following roll call vote:

Yea: Councilmember Curtis, Vice Mayor Snyder, Councilmember Reuter, Councilmember Guanajuato Rodriguez, Councilmember Rodriguez, Mayor Powell

Nay: Councilmember Garcia

B. ADOPTION OF RESOLUTION NO.: 22-1540 AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT WITH THE WATER INFRASTRUCTURE FINANCE AUTHORITY (WIFA) FROM ITS CLEAN WATER REVOLVING FUND PROGRAM; DELEGATING THE DETERMINATION OF CERTAIN MATTERS RELATING THERETO TO THE CITY MANAGER AND THE FINANCE DIRECTOR OF THE CITY; PROVIDING FOR THE TRANSFER OF CERTAIN MONIES AND MAKING CERTAIN COVENANTS AND AGREEMENTS WITH RESPECT THERETO; AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY SUCH LOAN AGREEMENT AND THIS RESOLUTION AND DECLARING AN EMERGENCY.

Staff Cover Sheet Report: *Adopt Resolution No. 22-1540 approving the form and authorizing the execution and delivery of a loan agreement with the Water Infrastructure Finance Authority of Arizona (WIFA) from its Clean Water Revolving Fund Program and, if necessary; authorizing the taking of all other actions necessary to the consumption of the transactions contemplated by such loan agreement and declaring an emergency.*

On August 19, 2022, WIFA approved the City of Eloy's Clean Water Loan application for approximately $2,898,370 with $800,000 as forgivable principle. On September 26th, city staff presented Council Resolution 15-1538 amending the borrowing Resolution 22-1532 increasing the financial assistance not to exceed $3,500,000 to cover three additional blowers at the WWTP. The WIFA board will be meeting on October 20th to approve the amended loan to include the three additional blowers.

This loan will capture: 1) install 197 kW of solar PV at the WWTP, 2) replace two older blowers with high speed turbo blowers, 3) replace leaking underground blower piping and damaged conduit, 4) replace three additional blowers at the WWTP, and 5) replace the Biolac control panel, as well as payment of the City's proportionate share of expenses of administering the Program and any bonds issued by the Authority with respect thereto (collectively, the "Project");
This loan agreement must be executed by the Mayor and City Council before the loan closing can take place. Our City Attorney, Steven Cooper, has approved this resolution and its content.

FISCAL IMPACT: *By executing this loan agreement the Sewer Fund, will pay back all debt service requirements from this loan. The Sewer Fund has appropriate funds to pay back this loan.*

Mr. Rencher provided the Council with an overview of the proposed resolution that if approved, would permit city staff to execute a loan agreement with the Water Infrastructure Financial Authority (WIFA) for improvements to the city's wastewater treatment plant.

Mr. Rencher introduced Mr. Dick Williams and Mr. Ed Ferrell from Veregy, who submitted a PowerPoint presentation of the city's financial savings over the next 30 years by implementing the proposed project.

After his presentation, Mr. Williams answered questions from the Council in regards to:

- Life cycle of the blowers
- Increased population requiring more equipment

Mr. Richard Rosales from APS, asked Mr. Williams was APS's rebates on the variable speed drives calculated into the cost, and would the city see the savings from that.

Mr. Williams stated that this would be additional rebates the city would receive in additional to what Veregy would have. He said Veregy would apply to APS for the rebates.

There being no further questions from the Council, Mayor Powell called for a motion.

Motion by Councilmember Garcia, seconded by Councilmember Guanajuato Rodriguez to read Resolution No. 22-1540 by title only, passed unanimously (7-0).

The city clerk read the resolution title into the record.

Mr. Cooper conveyed to the Council that the motion to approve would need to include the emergency clause. He said under Arizona law, to have an emergency resolution take effect, three-quarters of the Council (6 out of 7) would need to approve the resolution.

Motion by Councilmember Garcia, seconded by Councilmember Guanajuato Rodriguez to approve Resolution No. 22-1540 and to declare an emergency, passed unanimously by roll call vote (7-0).

C. CONSIDER THE ESTABLISHMENT OF A SUBCOMMITTEE FOR THE REVIEW OF THE APPLICANTS TO FILL THE VACANCY ON THE MUNICIPAL AIRPORT ADVISORY BOARD.

Staff Cover Sheet Report: *The Council to consider establishing a subcommittee for the review of applicants to fill a vacancy on the Municipal Airport Advisory Board.*

The Municipal Airport Advisory Board is a five-member board that reviews operational and planning issues relating to the airport. Board members are appointed by the Mayor and Council and serve three-year terms. The term of Allan James expired in December 2021, and this vacant seat on the Board was advertised.

The City has received three applications to fill this vacancy to date - Marty Jones, Jeff Saforek, and Michelle Phillips. Copies of their applications have been included in the packet.

In lieu of making an appointment at this time, the Council may wish to form a Subcommittee to review the applications and make a recommendation to Council on an appointment.

FISCAL IMPACT: *There is no fiscal impact with an appointment to this Board.*

Mr. Malewitz conveyed that staff is requesting Council create a subcommittee to interview three applicants to fill one vacant seat on the Airport Advisory Board.

Mayor Powell expressed concerns about the amount of time consumed getting a subcommittee together. He said it could take up to two months before an appointment comes before Council for approval. Mayor Powell wanted to know if the process could be expedited.

Mr. Malewitz conveyed that the process for filling a vacant board seat was a decision made by the Council. He said Council would have to direct staff to revise the process for filling board vacancies.

Mayor Powell made a motion to table the item until further notice.

It was at this time that Council discussed whether to select a subcommittee to interview applicants now, or wait until January to fill the seat plus two more seats that will term out at the end of December 2022.

Mayor Powell reminded the Council that he made a motion earlier to table and asked for a second.

There being no second, the motion died.

Councilmembers Reuter and Curtis supported appointing a subcommittee to interview the three applicants and recommend appointment to fill the current vacancy. The subcommittee would interview additional applicants in January 2023 to fill the two seats that would term out in December 2022.

Vice Mayor Snyder conveyed that he would support either one, but if Council selects one applicant now out of the three, they are assuming the other two applicants will want to apply in January.

Councilmember Guanajuato Rodriguez suggested waiting until January to appoint.

Councilmember Garcia wanted to know how long was the vacancy advertised.

Mr. Malewitz said the vacancy has been advertised on the city's social media pages and local newspaper for quite a while.

Councilmember Garcia supporting moving forward because no one knows if the other two board members are going to term out or if they are able to reapply.

Mr. Malewitz said the two board members would need to reapply to serve on the board. He said staff can reach out to the individuals to find out if they are interested in reapplying to serve on the board.

There being no further questions or comments, Mayor Powell called for a motion.

A motion was made by Councilmember Reuter to create a subcommittee to select one of the three applicants to fill the one vacant seat on the Municipal Airport Advisory Board.

Councilmember Garcia wanted to know who would sit on the subcommittee before he seconds Councilmember Reuter's motion.

Vice Mayor Snyder asked Councilmember Reuter how many people is he recommending to serve on the subcommittee.

Councilmember Reuter recommended appointing two advisory board members, two councilmembers, and one staff member.

Councilmember Garcia and Vice Mayor Snyder said they would serve on the subcommittee.

Mayor Powell directed staff to select two members from the Airport Advisory Board and a staff member to serve.

Mayor Powell noted that Councilmember Reuter's motion is to form a subcommittee only. He asked Councilmember Reuter if he wanted to amend his motion to include who would serve on the subcommittee.

Amended Motion: Motion by Councilmember Reuter, seconded by Councilmember Garcia to form a subcommittee comprised of Councilmember Garcia, Vice Mayor Snyder, two Municipal Airport Advisory Board members, and one staff person, to interview three applicants and recommend an appointment to fill one vacancy on the Municipal Airport Advisory Board, passed 6-1 by following roll call vote:

Yea: Councilmember Reuter, Councilmember Curtis, Councilmember Rodriguez, Mayor Powell, Vice Mayor Snyder, Councilmember Garcia

Nay: Councilmember Guanajuato Rodriguez

Mayor Powell conveyed that the same subcommittee would also interview applicants for the two seats that will term out at the end of December 2022.

D. REQUEST FROM THE PINAL HISPANIC COUNCIL/ELOY VETERANS CENTER TO PROVIDE IN-KIND SERVICES TO SUPPORT THE ANNUAL VETERANS DAY CELEBRATION ON NOVEMBER 11, 2022.

Staff Cover Sheet Report: *Council authorizes staff to provide in-kind services, as requested by the Pinal Hispanic Council/Eloy Veterans Center, to support the annual Veterans Day celebration on November 11, 2022, with the closure of Main Street from Frontier to 9th Street, use of Main Street Park with electrical power from 8:00 a.m. to 1:00 p.m., Eloy Police Dept. officers for security, installation of bleachers, port-a-johns, trash containers, and set up of tables and chairs by the Community Services staff.*

City staff is in receipt of a special event application from the Pinal Hispanic Council/Eloy Veterans Center requesting in-kind services from the City to support the 13th annual Veterans Day celebration. To accommodate the parade, they have requested the closure of Main Street from Frontier to 9th Street, including all cross streets during the morning of November 11, 2022. The parade is scheduled to begin at 9:00 a.m.

They have also requested the use of Main Street Park with electrical power from 8:00 a.m. to 1:00 p.m., Eloy Police Dept. officers for security, installation of bleachers, port-a-johns, trash containers, and set up of tables and chairs by the Community Services staff.

FISCAL IMPACT: *Cost estimates to provide requested in-kind services are estimated at $2,400 ($1,200 for Community Services, $200 for the Police Department, and $1,000 for Public Works). Funding will come out of the annual operating budgets of these departments.*

Mr. Malewitz gave a brief overview of the Pinal Hispanic Council's request for in-kind services from the city for their annual Veterans Day parade. He stated the services requested are similar to past services the city has provided for the event.

Vice Mayor Snyder wanted to know if departments budget for in-kind services.

Mr. Malewitz said most of the budgeting comes from the Community Services department. He conveyed that $1,500 is specifically budgeted each year for this event for port a jons, deejay services, bottled water, coffee, doughnuts, and paper supplies. Additional services that comes from the department in the amount of $2,500 is for use of electricity, rental of tables and chairs, lift equipment to hang banners, and staff time at the event.

Vice Mayor Snyder asked if this is a standard practice with departments.

Mr. Malewitz said yes.

Councilmember Guanajuato Rodriguez wanted to know how many employees work the event.

Mr. Malewitz said five city employees would work the event.

Mayor Powell said starting next budget year, he would like organizations seeking funds from the city to include in-kind services in their funding requests.

There being no further questions or comments, Mayor Powell called for a motion.

Motion by Vice Mayor Snyder, seconded by Councilmember Garcia to approve a request from the Pinal Hispanic Council/Eloy Veterans Center to provide in-kind services to support the annual Veterans Day celebration on November 11, 2022, passed unanimously by roll call vote 7-0).

E. COUNCIL AUTHORIZE STAFF TO PROVIDE IN-KIND SERVICES, AS REQUESTED BY THE ELOY CHAMBER OF COMMERCE, TO SUPPORT THE INAUGURAL ELOY GLOW AND FESTIVAL 2022 IN DOWNTOWN ELOY ON SATURDAY, NOVEMBER 12, 2022.

Staff Cover Sheet Report: *Council authorizes staff to provide in-kind services, as requested by the Eloy Chamber of Commerce, to support the inaugural Eloy Glow and Festival 2022 in downtown Eloy on Saturday, November 12, 2022. In-kind services include the closure of Main St. from East 5th St. to East 8th St., 7th St. between N Stuart and N Meyers, and C St. from East 7th St. to E. 5th St. all day on Saturday, use of the Community Room in City Hall, use of Main St. Park with electrical power, set-up and tear down of bleachers, tables, and chairs, banner installation across Main St., street sweeper, barricades for road closures, 40-yard trash container, message boards, and two (2) city staff members to be onsite for any issues from 3:00 p.m. to 10:00 p.m.*

City staff is in receipt of a special event application from the Eloy Chamber of Commerce requesting in-kind services from the City to support the inaugural Eloy Glow and Festival 2022 in downtown Eloy on Saturday, November 12, 2022. The event will be taking place on Main St., C St., Stuart St., and Main St. Park. The event will include static displaying illuminated hot air balloons. Spectators can experience balloon inflation, participate in tethered hot air balloon rides, visit the family fun zone, enjoy live music, eat festival food favorites and enjoy beer stations, walk around the retail vendor area, or visit the Super Hero BMX Stunt Team. Public admission at the gate is $10 and children 12 & under are free. This is a weather-dependent event and there will be no rescheduling of the event.

To accommodate the event, the Chamber has requested the closure of Main St. from East 5th St. to East 8th St., 7th St. between N Stuart and N Meyers, and C St. from East 7th St. to E. 5th St. all day on Saturday. In-kind services include the use of the Community Room in City Hall, Main St. Park with electrical power, set-up and tear down of bleachers, tables, and chairs, banner installation across Main St., street sweeper, barricades for road closures, 40-yard trash container, message boards, and two (2) city staff members to be onsite for any issues from 3:00 p.m. to 10:00 p.m.

FISCAL IMPACT: *Cost estimates to provide requested in-kind services are estimated at $2,800 ($1,800 for Community Services and $1,000 for Public Works). Funding will come out of the annual operating budgets of these departments.*

Mr. Malewitz gave a brief overview of in-kind services requested from the Eloy Chamber of Commerce for the inaugural Eloy Glow event. He said in-kind services for the event, if approved, would be approximately $2,800.

Councilmember Guanajuato Rodriguez wanted to know how many city employees would be working this event.

Mr. Malewitz said there will be two city staff during the entire event. Setup would include the four full-time parks staff from community services and three staff from public works.

Councilmember Guanajuato Rodriguez was not happy about employees having to work back to back events on the same weekend. She said some of the employees made plans for the three-day weekend.

Councilmember Rodriguez stated that city staff is needed on site during the event in case something happens in the park, like an electrical problem. He said it is important to have a dedicated staff member present in case something happens.

Councilmember Guanajuato Rodriguez said the veterans day parade is an annual event that the city budgets for. She said the chamber should have considered the date, and discussed it with city staff. Both events are taking employees away from the three-day weekend. Councilmember Guanajuato Rodriguez suggested that in the future, the event be moved to another date.

Richard Rosales, president of the Eloy Chamber of Commerce, acknowledged Councilmember Guanajuato Rodriguez's concerns. He stated the chamber wanted to move forward with the signature event as promised to the Council. Mr. Rosales said there was discussion about the holiday timing, but what they have seen in ticket sales and response from the community, the event will probably be a successful one. Mr. Rosales thanked Council for the in-kind services and said the chamber will consider the timing of next year's event. He conveyed that as the chamber continues to grow and become more independent, it is their goal to wean themselves from city support.

Mayor Powell invited Mr. Tim Matykiewicz, President/CEO of Arizona Events Groups to come forward to give comment.

Mr. Matykiewicz gave a brief overview of the upcoming event. He stated that city staff can be reduced to ensure the city is not stressed out and employees enjoy a three-day weekend. Mr. Matykiewicz said they have 25 volunteers who will help with the event, however, they are looking for a total of 98 to make the event work.

Mayor Powell said he is excited to have this event come to downtown Eloy. Mayor Powell wanted to know how they plan to monitor the beer gardens to ensure there is no underage drinking.

Mr. Matykiewicz conveyed there will be volunteers who will check IDs before allowing patrons to enter the beer gardens. Patrons will also receive a wrist band that will allow them to purchase beverages. Mr. Matykiewicz pointed out that seven blocks of downtown Eloy will be blocked off.

Councilmember Guanajuato Rodriguez asked had the map of the fencing been publicized.

Mr. Matykiewicz said no.

Councilmember Guanajuato Rodriguez suggested he do this as early as possible to let the public know there is an entrance fee. She also suggested that the city may want to extend working the holiday weekend to other employees in the city who may want some extra hours.

There being no further questions, Mayor Powell called for a motion.

Councilmember Rodriguez recused himself from voting on this item due to a possible conflict of interest. Councilmember Rodriguez is employed as executive director for the Eloy Chamber of Commerce.

Motion by Councilmember Reuter, seconded by Councilmember Guanajuato Rodriguez to authorize staff to provide in-kind services as requested by the Eloy Chamber of Commerce to support the inaugural Eloy Glow and Festival 2022 in downtown Eloy on Saturday, November 12, 2022, passed 6-0 by the following roll call vote:

Yea: Mayor Powell, Vice Mayor Snyder, Councilmember Guanajuato Rodriguez, Councilmember Garcia, Councilmember Curtis, Councilmember Reuter

Nay: None

Reused: Councilmember Rodriguez

F. COUNCIL TO RECEIVE AN UPDATE ON THE REQUESTED APPRAISALS FOR THE DUSTBOWL THEATRE, INCLUDING CITY STAFF RECOMMENDATION FOR THE DISPOSITION OF THE THEATER TO INCLUDE DEMOLISHING THE EXISTING THEATRE BUILDING AND CREATING A VACANT SPACE MORE SUITABLE FOR FUTURE DEVELOPMENT WHILE LEAVING THE VETERANS CENTER BUILDING IN PLACE.

Staff Cover Sheet Report: *Council directs City staff to proceed with Option 4A as outlined in the November 2020 Dust Bowl Theater Development Options study which*

provides for demolishing the existing theatre while preserving the Veterans Center building. The theatre footprint and surrounding property will be professionally landscaped in order to create an aesthetically complete space to enhance the curb appeal and provide a more suitable future development site.

On May 9, 2022, City Council was presented with a recommendation from the Eloy Revitalization Commission to proceed with Option 3 of the November 2020 Dust Bowl Theater Development Options study to provide for stabilizing the existing Dustbowl Theatre structure and installing new roofing & a roof membrane capable of preventing further deterioration of the facility from environmental factors. In addition, the recommendation included exterior improvements, such as new paint, to enhance the curb appeal of the building and site.

At the meeting, City Council made no motion on the recommendation and re-directed staff with instructions to seek fair market appraisal values on the theatre building only, the property with both the theatre and Veterans Center building demolished, and the current value of the Veterans Center building only. The intent was to better understand the market value of the property in varying conditions as a way to reach a determination of how to proceed with the disposition of the Dustbowl Theatre that would provide the best return on investment for the property. City staff secured the services of Dennis L. Lopez & Associates, LLC to provide real estate appraisals and consultation. Mr. Lopez evaluated the properties and provided the following appraisal information on July 29, 2022, related to the three options for the City of Eloy evaluation. The appraisals assume the vacant lot and any known or unknown issues have been remediated.

Dustbowl Theatre, as is building only:	*$0.00 – No Market Value*
Veterans Center, as is building only:	*$70,000 or $38.98 per square foot*
Removal of both buildings; shovel-ready site:	*$20,000 or $1.76 per square foot*

The November 2020 Dust Bowl Theater Development Options study presented the following options:

Option 1: $5.2M* *– Construction and design cost estimate to completely restore and update the exterior and interior of the building*

Option 2: $2.5M* *– Construction and design cost estimate to renovate the exterior and interior of the building to a "vanilla shell" configuration adaptable to a variety of commercial uses*

Option 3: $1.1M* *– Stabilize the exterior and interior of the building, primarily the roof, to minimize any further deterioration*

***Option 4A**: $200,000** – Demolish the existing theatre property and create a space more suitable for future development, while leaving the Veterans Center in place.*

***Option 4B**: $200,00** – Demolish the existing theatre and adjacent Veterans Center, making the vacant property suitable for future development.*

**Note: Original 2020 cost estimates. Due to inflation and other rising material costs, estimates should be increased by 30%*

Under the current approved five-year Capital Improvement Plan for the Dustbowl Theatre Implementation Project, there is $200,000 allocated towards improvements this fiscal year, FY23/24, and an additional $2.3 million in the next fiscal year, FY24/25.

Taking into consideration current market conditions, past discussions related to the project, associated study option costs, and long-term intentions for the disposition of the Dust Bowl Theater, City staff is recommending that City Council proceed with Option 4A: Demolish the existing theatre property and create a space more suitable for future development, while leaving the Veterans Center in place. City staff have examined the current market conditions for vacant property and considered the renewed interest in Eloy as a basis for reaching the conclusion that demolishing the Dustbowl Theatre while keeping the Veterans Center, will create a blank canvas and offer a more marketable site for adaptive reuse of the site. Cost savings through demolition.

FISCAL IMPACT: *Option 4A: Remove the existing theatre while preserving the existing Veterans Center as presented in the November 2020 Dust Bowl Theater Development Options study has an estimated cost of $200,000. The approved five-year CIP has allocated project funding in the amount of $200,000 in FY22/23 and $2,300,000 in FY23/24.*

Mr. Malewitz presented a PowerPoint presentation on the current condition and options for the old Dustbowl Theater. Mr. Malewitz pointed out that past and current Councils have debated on what to do with the theater for some time. He said there is a strong sentiment among some residents for the theater and there are some in the community who views the theater as an old dilapidated building that is structurally unsound at this point. Mr. Malewitz stated that it was discovered that the veterans center does not share a wall with the old theater as originally thought. This means the theater can be demolished without disturbing the Veterans Center. Mr. Malewitz stated that staff is recommending the theater be demolished.

Councilmember Garcia conveyed his concerns of having another piece of property vacant for years, like much of Frontier Street. He asked Mr. Malewitz if the city ever considered forming a 501C3 to protect the building and not use city funding to do so.

Mr. Malewitz did not believe that forming a 501C3 was considered.

Mayor Powell asked Councilmember Garcia what would the city do with the building if restored.

Councilmember Garcia said the building could be used for anything else; it would never be a theater again. He said destroying buildings without consideration of forming a 501C3… Councilmember Garcia said current and past Councils have failed when it comes to resolving the issue with the Dustbowl.

Mayor Powell pointed out that there are and have been members of the Council who wanted to move forward with the building, but was met with opposition from other Councilmembers. He said now is the time to do something with it. Mayor Powell said he is ready to move forward with a plan on what to do with that property.

Councilmember Reuter conveyed that anyone who believes the building has any chance to bring something to the city is living in different reality. He stated that it is fiscally, fiduciary and unethical for the city to spend any money on the building. Councilmember Reuter said he supports Option 4A, which is to demolish the theater and leave the veterans center. He suggested creating a patio area where the theater stands for veterans who visit the center.

Councilmember Guanajuato Rodriguez said she is looking at this as an opportunity to beautify the area and provide something else for the community rather than demolishing a building that is sentimental to a number of people in the community. She said she has visited old town Temecula in California, and liked the overhead signage welcoming visitors to downtown. Councilmember Guanajuato Rodriguez said she would like to see something similar to this at the entrance into downtown Eloy.

Mr. Malewitz stated that Councilmember Rodriguez has gone through some of the old boxes behind the theater and found the old projector. He said they have been discussing some ways the city can memorialize the theater at one of the city's facilities with displaying some of the old equipment.

Councilmember Rodriguez agreed with comments made by other members of the Council who want to demolish the building.

Vice Mayor Snyder conveyed that as ex-officio to the Revitalization Commission, the members agree that the area has potential, however the old theater is an eyesore. The Commission recognizes that it would cost some money to demolish it, but they want to make the area marketable. Vice Mayor Snyder said there may not be a definite plan at this time, but if it is made attractive again, then maybe someone might have an idea to do something with it.

Councilmember Curtis reiterated comments made by Councilmembers Reuter and Guanajuato Rodriguez as reasons to proceed with option 4A. She stressed the importance of moving forward with the demolition of the building and beautifying the area.

Mr. Malewitz reiterated the options again to Council. He said if option 4A is approved, staff would come back to Council for approval to go out for RFQs for demolition of the theater.

There being no further comments and questions, Mayor Powell called for a motion.

Motion by Councilmember Reuter, seconded by Councilmember Rodriguez to select Option 4A for the disposition of the Dustbowl Theater, passed 6-1, by the following roll call vote:

Yes: Councilmember Curtis, Vice Mayor Snyder, Councilmember Guanajuato Rodriguez, Mayor Powell, Councilmember Reuter, Councilmember Rodriguez

Nay: Councilmember Garcia

IX. EXECUTIVE SESSION

There were no requests from Council or city staff to hold an executive session.

X. ADJOURNMENT

There being no further business, Mayor Powell adjourned the meeting at approximately 8:03 p.m.

Micah Powell, Mayor

ATTEST:

Mary Myers, City Clerk

RESOLUTION NO.: 26-1654

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING AN EXTENTION TO THE CONDITIONAL USE PERMIT (CASE NO. CUP2022-022) FOR A SOLAR, UTILITY SCALE GENERATION AND BATTERY ENERGY STORAGE SYSTEM FACILITY ON THE PROPERTY LOCATED AT THE NORTHEAST CORNER OF SUNSHINE BOULEVARD AND PRETZER ROAD, CONSISTING OF APPROXIMATELY 320 ACRES.

WHEREAS, the City Council approved Case No. CUP2022-022, Conditional Use Permits for the property located at the northeast corner of Sunshine Boulevard and Pretzer Road, with Pinal County Assessor's parcel numbers 411-41-043, 411-41-044, 411-41-045, and 411-41-046, on October 24, 2022;

WHEREAS, A Conditional Use Permit shall become null and void six (6) months from the date of its granting by the Eloy City Council where a Conditional Use Permit has not been used, or another time frame approved by the City Council; and

WHEREAS, the applicant submitted a request to extend (Case No. CUP2022-022.E1) the approval of Case No. CUP2022-022, a Conditional Use Permit for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, on April 12, 2023, for a period of one (1) year (Case No. CUP2022-022.E1) , and the City Council approved the request on May 8, 2023, with a new expiration date for the Conditional Use Permit of April 24, 2024; and

WHEREAS, the applicant submitted a second request to extend the approval of Case No. 2022-022, a Conditional Use Permit for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, on Febuary 23, 2024, for a period of two (2) years (Case No. CUP2022-022.E2) from the April 24, 2024 expiration date that was approved in Case No. CUP2022-022.E1;

WHEREAS, the applicant submitted a thrid request to extend the approval of Case No. 2022-022, a Conditional Use Permit for a Solar, Utility Scale Generation and Battery Energy Storage System Facility, on March 11, 2026, for a period of two (2) years (Case No. CUP2022-022.E3) from the April 26, 2028 expiration date that was approved in Case No. CUP2022-022.E2;

WHEREAS, the City Council may grant a time extension to use an approved Conditional Use Permit(s) in accordance with Section 21-6-7.5 of the Eloy Code; and

WHEREAS, the City Council may elect to specify a period of abandonment after which the conditional use permit(s) shall expire; and

WHEREAS, the Eloy City Council held a public hearing on April 13, 2024, and

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 request for time extension was submitted by the applicant;
b. The request was filed in writing with the Community Development Department not less than thirty (30) days prior to the expiration date of the original conditional use permit (CUP) approval;
c. The request is accompanied by a time-sensitive stipulation from the date of the original Conditional Use Permit approval; and
d. There have not been any changes in the circumstances or in the vicinity of the property or use which would render the previously approved Conditional Use Permits(s) inappropriate.

Section 2. A description of the Conditional Use Permit for which this extension is for is set forth in Case No. 2022-022. The property subject to the Conditional Use Permit is located at the northeast corner of Sunshine Boulevard and Pretzer Road, with Pinal County Assessor's parcel numbers 411-41-043, 411-41-044, 411-41-045, and 411-41-046, as shown on Exhibit 1.

Section 3. The approval of the extension (Case No. CUP2022-022.E3) of the Conditional Use Permits for a Solar, Utility Scale Generation and Battery Energy Storage System Facility (Case No. CUP2022-022) are conditioned upon the following Conditions of Approval:

a. Development of the conditional use on the site shall maintain compliance with the Conditions of the Approval for Case No. CUP2022-022; and
b. The Conditional Use Permit (Case No. CUP2023-022) and this extension (Case No. CUP2023-022.E3) shall expire on April 24, 2028, unless the Conditional Use Permit has been used, or extended by the City Council.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, on March 25, 2024.

APPROVED:

_____
Andrew Sutton, Mayor

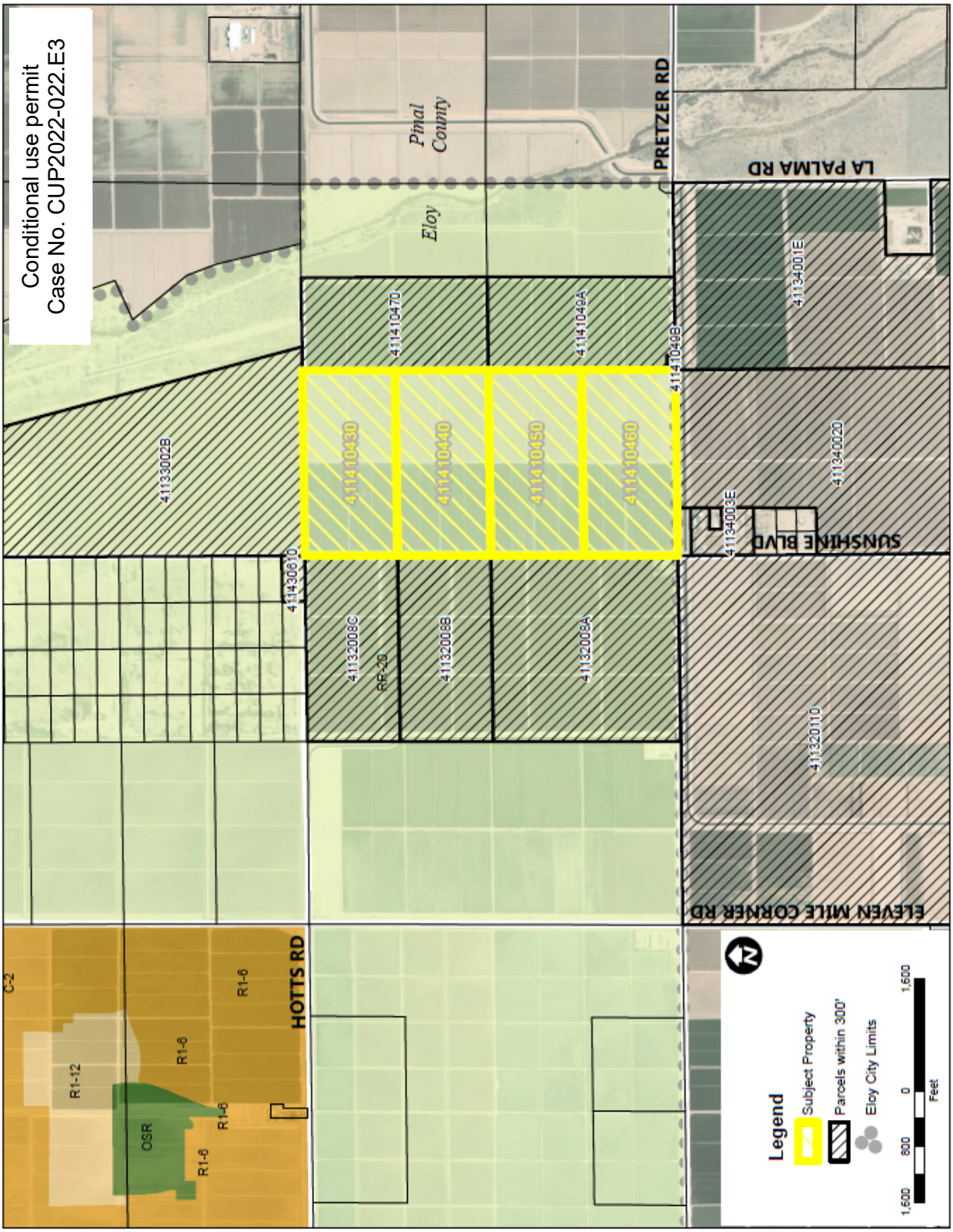
ATTEST:

_____
Celine Kidwell, City Clerk

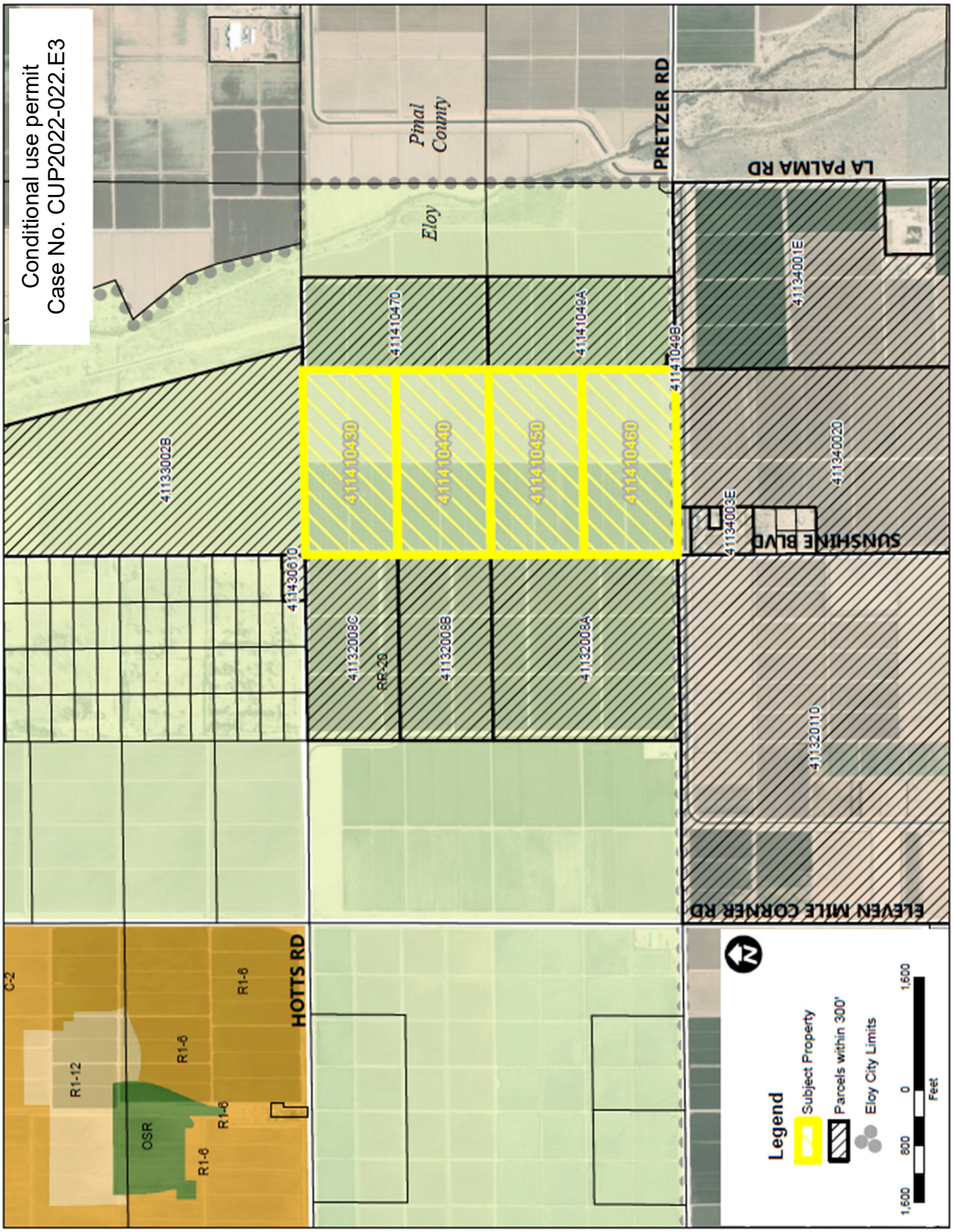
APPROVED AS TO FORM:

_____
Stephen Cooper, City Attorney

Exhibit 1
Location Map



Location Map



CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.B.
Date: 4/13/2026

Date submitted: 03/30/2026 **Date requested:** 4/13/2026	**Action:** Resolution	**Subject: Consideration and Possible Action of Resolution No. 26-1655 Authorizing the Franchise Agreement with Arizona Public Service (APS) to be submitted to the Voters of the City of Eloy at the November 2026 General Election.**

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:
Staff recommends that Council adopt Resolution No.26-1655 authorizing the Franchise Agreement with Arizona Public Service to be submitted to the voters of the City of Eloy at the November 2026 General Election.

DISCUSSION:

Pursuant to A.R.S. § 9-502(B), if the governing body determines that granting a franchise is beneficial to the municipality, it must adopt a resolution stating such and submit the question to the qualified electors at a regular or special election. The City of Eloy originally approved a franchise agreement with Arizona Public Service Company (APS) in January 2002 for a term of twenty-five (25) years, which is now set to expire. As APS is a regulated electric utility provider serving Eloy, the franchise agreement authorizes the company to utilize the City's streets, alleys, and public rights-of-way to construct, maintain, and operate its electric infrastructure in order to provide reliable service to residents and businesses.

The proposed action would renew this franchise agreement, subject to voter approval at an upcoming general election. Under the terms of the agreement, APS will continue to compensate the City in an amount equal to two percent (2%) of its gross revenues derived from operations within Eloy, providing an ongoing source of general fund revenue.

Below is a summary of the major components of the proposed agreement:

- **Grant of Franchise / Use of Rights-of-Way:** The agreement authorizes APS to construct, operate, and maintain electric infrastructure within City-owned rights-of-way (streets, alleys, and public corridors) to provide reliable electric service to the community.

- **Term of Agreement:** The franchise is proposed for a 25-year term beginning January 2, 2027, with an option for either party to terminate at the 10-year mark with proper notice.
- **Non-Exclusive Franchise:** The agreement is non-exclusive, preserving the City's ability to grant similar rights to other providers if needed.
- **Franchise Fee / Revenue to the City:** APS will pay the City 2% of gross revenues derived from electric service within Eloy. These payments are made quarterly and serve as a stable General Fund revenue source. The agreement also includes a "most favored nation" clause, allowing the City to increase the fee if APS agrees to higher rates with another Arizona municipality.
- **Election Costs:** APS will cover the cost of the franchise election, with cost-sharing only if additional ballot items are included.
- **Emergency Protocols:** APS is permitted to perform emergency repairs without prior permitting, provided they notify the City as soon as practicable and obtain permits shortly thereafter. This ensures rapid response to outages or safety issues.
- **Restoration of Rights-of-Way:** APS is required to restore any disturbed public rights-of-way to a condition equal to or better than prior to construction, in accordance with City standards and industry best practices.
- **Relocation of Facilities:** The agreement clearly outlines cost responsibilities for relocating utilities:
    - APS generally pays relocation costs within public rights-of-way tied to City projects.
    - Strong coordination requirements are included, such as annual planning meetings and sharing of the City's 5-year Capital Improvement Plan to minimize conflicts and costs.
- **Construction Standards & Coordination:** APS must comply with all City codes, obtain permits (except in emergencies), and coordinate with City infrastructure projects. The agreement also includes provisions for underground utilities, with cost-sharing if the City requests underground installation.
- **Indemnification & Insurance:** APS agrees to defend, indemnify, and hold the City harmless from claims related to its operations and must maintain adequate insurance with the City named as an additional insured.
- **City Use of APS Infrastructure:** The City is granted the ability to utilize APS poles for municipal communication purposes (e.g., public safety), subject to safety and regulatory requirements.
- **Additional Taxes and Fees:** APS remains subject to applicable local taxes, permit fees, and general business-related charges, separate from the franchise fee.
- **Community Outreach:** APS will be responsible for conducting the required legal notifications, publications, and conduct outreach efforts to customers.

FISCAL IMPACT:

The City of Eloy will continue to receive a franchise fee of 2% of all revenues derived from the delivery of electric energy throughout the Eloy system if this item passes at the general election.

Approved as to Form:

Stephen R. Cooper, City Attorney

Official Ballot

Franchise Election

City of Eloy,
State of Arizona
DATE

Instructions to Voters

1. If you wish to vote for approval of the franchise (a YES vote), place a mark in the square opposite "FOR THE FRANCHISE" in the box below.
2. If you wish to vote against the franchise (a NO vote), place a mark in the square opposite "AGAINST THE FRANCHISE" in the box below.
3. If you make a mistake on your ballot, present the spoiled ballot to one of the Election officials for a new ballot.

ELECTRIC FRANCHISE

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION; TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE CITY OF ELOY, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID CITY?

FOR THE FRANCHISE? ☐

AGAINST THE FRANCHISE? ☐

Balota Oficial

Eleccion de Licencia

Ciudad de Eloy,
Estado de Arizona
DAY de Month de YEAR

Instrucciones para Votantes

1. Si desea votar a favor de aprobacion licencia (un voto de SÍ) marque el cuadro en seguida de las palabras "EN FAVOR DE LA LICENCIA" en los siguientos cuadros.
2. Si desea votar en contra de licencia (un voto de NO), marque el cuadro en seguida de las palabras "EN CONTRA DE LA LICENCIA" en los siguientes cuadros.
3. Si hace un error en su balota, presente la balota doblada a uno de los oficiales de la Eleccion, para que le den otra balota.

LICENCIA ELÉCTRICA

¿DEBE CONCEDIDO UNA LICENCIA A ARIZONA PUBLIC SERVICE COMPANY, SOCIEDAD ANÓNIMA DE ARIZONA, PARA CONSTRUIR, MANTENER Y OPERAR UN SISTEMA DE SERVICIOS PÚBLICOS DE ELECTRICIDAD EN EL CIUDAD DE ELOY, ARIZONA, Y LAS ADICIONES FUTURAS A LA MISMA, DE ACUERDO CON EL CONTRATO QUE EL ALCALDE Y EL CONSEJO DE LA CIUDAD DE ELOY, ARIZONA, HAN SOMETIDO A LA VOTACIÓN DE LOS ELECTORES DE DICHO CIUDAD?

¿EN FAVOR DE LA LICENCIA?……. ☐

¿EN CONTRA DE LA LICENCIA?…… ☐

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND

ELOY, ARIZONA

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the City of Eloy, Arizona (herein called "City"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of City's public rights-of-way to supply and deliver electric energy to City, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to City or to any street lighting improvement district within City shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise includes the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to

supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of telecommunication or ~~,~~ video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee's lessee shall apply for and obtain a separate license from City.

City shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which City has erroneously exercised jurisdiction.

Section 2. – Grantee's Compliance with City Code; Plans Submitted for Approval; City Construction near Grantee's Facilities:

City expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to, pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with applicable codes and ordinances of City with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. To the extent feasible, APS will coordinate with the City to develop a mutually acceptable construction timeline.

Except in emergency circumstances, prior to commencing any work in a Right-of-Way, Grantee and/or any contractors of Grantee shall obtain all necessary permits for such work in accordance with City Code in effect at the time of permitting. City and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify City prior to such repairs, to the extent practicable, and shall obtain the necessary permits in a reasonable time after notification, showing the work performed in the public rights-of-way.

If City authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, City shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 *et. seq.* as amended).

Section 3. – Construction and Relocation of Grantee's Facilities; Payment:

Representatives of the City and Grantee shall, during the entire term of this Franchise, meet at least once in each calendar year, or more often if necessary, to review any projects involving the construction or modification of City Right-of-Way. The City shall provide the Grantee annually with its 5-year capital improvement plan, in order for both parties to adequately plan and budget for such actions and to determine the extent of work required of Grantee, if any, for such projects. Neither party shall finalize the design of any facility without providing the other party notice as set forth in Section 15 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their existing facilities and the other party's proposed facilities, said party shall

immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict.

When Grantee intends to replace, upgrade, or install new lines overhead, the City may request estimates for the undergrounding of such replacement lines, upgrades or new lines, including lines to be adjusted for road improvements or for specific projects addressed at the annual planning meeting, as referenced in this section. When requested, the Grantee will provide to the City two estimates: 1) an estimate for the cost of the project with overhead construction and 2) an estimate for the cost of the project with underground construction. The City will have no more than 60 days from the estimate date to determine if it wants the line built overhead or placed underground. If the City chooses underground construction for the project, the City will be responsible for the incremental cost of undergrounding, defined as the differential between the estimate for underground construction and the estimate for overhead construction. Within **a** reasonable period of time after receipt of the payment for the incremental cost of undergrounding, the Grantee will install the underground facilities. The Grantee reserves the right to bill for the amount that the incremental cost associated with installation exceeds its estimate. The City reserves the right to a refund of overpayment if the incremental costs are less than the amount billed in the estimate. If the City wishes to have a line not scheduled for replacement or upgrade placed underground, the City shall contact the Grantee to make such a request. The City shall be responsible for the entire costs related to this work.

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other

authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by City. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to City upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall provide City's Engineer with corrected drawings showing the location of the underground facilities in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to City the actual location of such new or relocated facilities in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution facilities constructed within City, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution facilities will be issued at no cost under this Franchise.

A. If City requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to City's acquisition of said property from which the facilities must be relocated, the cost of relocating

Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by City. City shall also bear the entire cost of all subsequent relocations of the relocated facilities required by City, until such time as City condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for City's or a contractor of City carrying out of City's governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by City or City's contractor working on the governmental project. Governmental functions are those duties imposed on City, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of City. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to City's public rights-of-way;
2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related facilities;
3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;

4. Providing fire protection and other public safety functions;
5. Collection and disposal of garbage and recyclables; and
6. The relocation of Grantee's facilities necessary to carry out the exercise of the City's police power for urban renewal.

C. City will bear the entire cost of relocating any of Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of City in furtherance of a proprietary function. All functions of City which are not governmental are proprietary.

D. If City participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to City shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation. Prior to commencement of project and payment by the City, Grantee shall provide an itemization of the estimated costs and expenditures subject to the City's review and approval. Final costs of relocation shall be submitted to the City upon completion of the removal, relocation or alteration.

E. City will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. City agrees to notify Grantee during the planning and design of City's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.

F. City agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.

G. Grantee will provide City an approved list of tree species for planting in the public rights-of-way where there are existing overhead power lines. City will consider the list in establishing landscaping in the public rights-of-way. City will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of City that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. Grantee may remove trees that interfere with construction or endanger operation if approved by City or the private owner of the tree or shrub in question. City's approval will not be unreasonably withheld. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.

Section 4. – Indemnification:

City, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligent or willful and wanton acts or omissions of City, its departments, officers, employees, agents,

successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold City harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of City.

Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of City, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its facilities in a reasonable amount sufficient to insure Grantee's obligations under this Section, with City named as an additional insured. Grantee shall provide City with 30 days written notice of material change, cancellation or nonrenewal by the insurer. The policy shall be primary and noncontributing with any policy of City.

Section 5. – Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed in full compliance with all applicable local, regional, state, and federal laws, orders, rules, codes, and construction standards in effect at time of restoration. Grantee will restore the disturbed property to a condition as good as it was prior to such opening or alteration. City agrees that this requirement shall be deemed met if the disturbed property is restored

with comparable materials, so that the restoration meets or exceeds industry and City standards as adopted by the City Council.

Section 6. – Franchise Fee:

Grantee shall pay to City in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of City, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by City in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise.

For the purpose of verifying amounts payable hereunder, the books and records of Grantee shall be subject to inspection by duly authorized officers or representatives of City at reasonable times.

Beginning January 2, 2027 payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this

Franchise Grantee enters into any electric franchise with any other municipality in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify City Council of such higher percentage or expanded revenue base. City Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following City Council's action, Grantee agrees to henceforth pay to City a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

Section 7. – Additional Fees and Taxes:

Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by City:

A. General ad valorem property taxes and special district assessments;
B. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of City;
C. Other charges, taxes or fees generally levied upon businesses by City, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within City.

Section 8. – Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from January 2, 2027; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. – Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing contained herein shall be construed to prevent City from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. – Revocation of Grantee's Certificate of Convenenice and Necessity (CC&N)

Revocation of Grantee' s Certificate of Convenience and Necessity (CC& N): In the event that the Arizona Corporation Commission revokes Grantee' s CC& N to provide utility service within the City of Eloy, and Grantee discontinues providing utility service, either party may terminate this Franchise Agreement by providing at least 30-days' written notice of its intention to exercise that option.

Section 11. – Conflicting Ordinances:

Not withstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 12. – Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

Section 13. – City Use of Facilities:

In consideration of this Franchise and the rights granted hereby, City shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within City's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) for City's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

A. City must notify Grantee in writing of City's intended use of Grantee's poles;
B. City shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from City's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.

C. City's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense;

D. City's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If City does not comply with all applicable laws, ordinances and regulations, or if City's facilities create an immediate safety hazard, Grantee retains the right to remove or correct City's facilities at City's expense;

E. City's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;

F. City shall be responsible for any incremental costs incurred by Grantee as a result of City's use of Grantee's facilities.

Section 14. – No Third Party Beneficiaries:

There are no third party beneficiaries to this Franchise agreement between City and Grantee.

Section 15. – Voter Approval Required:

This Franchise is subject to the approval of the electors of City. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of City's election expense determined by dividing all of City's expenses by the number of issues presented on the ballot.

Section 16. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To City: City of Eloy
Attn: City Clerk
595 C St., Suite 101
Eloy, AZ 85131

B. To Arizona Public Service: Arizona Public Service Company
Office of the Corporate Secretary
400 N 5th Street, Mail Station 8602
Phoenix, Arizona 85004

Section 17. – Adoption:

We, the undersigned, have adopted this document on the dates written below in accordance with the results of the City of ELOY election on MONTH ##, YEAR.

CITY OF ELOY

By_____
Andrew Sutton, Mayor

On behalf of the City of ELOY
Date: _____

ARIZONA PUBLIC SERVICE COMPANY,
An Arizona Corporation

By_____
Tony J. Tewelis, APS Sr. Vice President
Transmission & Distribution Operations
On behalf of Arizona Public Service Co.
Date: _____

ATTEST:

_____
Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____
Stephen Cooper, City Attorney

FRANCHISE AGREEMENT

BETWEEN

ARIZONA PUBLIC SERVICE COMPANY

AND THE

ELOY, ARIZONA, CITY COUNCIL

Section 1. - Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, the right, privilege, and franchise to construct, maintain, and operate upon, over, along, across, and under the present and future public rights-of-way (including but not limited to streets, alleys, ways, highways, and bridges) in the City of Eloy, Arizona (herein called "Municipality"), electric power lines, together with all necessary or desirable appurtenances, including but not limited to poles, towers, wires, cables, transmission lines, transformers, switches and signals and telephone and telegraph wires for its own use (herein called the "Franchise"), for the purpose of supplying electric energy to Municipality, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

Any street lighting service furnished by Grantee to Municipality or to any street lighting improvement district within Municipality shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

Section 2. - Grantee's Compliance With Municipality Practice; Plans Submitted for Approval; Municipality Construction Near Grantee's Facilities:

All construction under this Franchise shall be performed in accordance with established practices of Municipality with respect to such public rights-of-way. Before Grantee makes any installations in the public rights-of-way, Grantee shall upon request or direction from Municipality submit for approval a map showing the location of such proposed installations to Municipality's Director of Public Works or Council.

If Municipality undertakes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, Municipality shall include in all such construction specifications, bids, and contracts, a requirement that, as part of the cost of the project, the contractor or his designee obtain from Grantee the temporary removal, barricading or de-energization of Grantee's lines or equipment, the location of which may create an unsafe condition in view of the equipment to be utilized or the methods of construction to be followed by the contractor.

Section 3. - Construction and Relocation of Grantee's Facilities; Payment:

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Those phases of construction of Grantee's facilities relating to traffic control, backfilling, compaction and paving, as well as the location or relocation of lines and related facilities herein provided for shall be subject to regulation by Municipality. Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Municipality upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall

provide the Director of Public Works or Council with corrected drawings showing the actual location of the underground facilities in those cases where the actual location differs significantly from the proposed location.

A. If Municipality requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Municipality's acquisition of the public right-of-way from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by Municipality. Municipality shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Municipality, until such time as Municipality condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Municipality's carrying out of its governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Municipality or the contractor working on the governmental project. Governmental functions are those duties imposed by the State on Municipality, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Municipality. Governmental functions include, but are not limited to, the following:

(1) Any and all improvement to Municipality streets, alleys and avenues;

(2) Establishing and maintaining sanitary sewers, storm drains, and related facilities;

(3) Establishing and maintaining municipal parks, parkings, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;

(4) Providing fire protection; and

(5) Collection and disposal of garbage.

C. Municipality will bear the entire cost of relocating any facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Municipality in furtherance of a proprietary function. All functions of Municipality which are not governmental are proprietary. The installation of pipe and other facilities owned by Municipality to serve domestic water shall be considered both governmental and proprietary and therefore the actual cost of relocation shall be shared equally by Grantee and Municipality.

D. Where Municipality's facilities or other facilities occupying a right-of-way under authority of a Municipality permit or license are already located in the right-of-way and a conflict between Grantee's potential facilities and the existing facilities can only be resolved expeditiously by relocating the existing Municipality or permitee facilities, Grantee shall bear the entire cost of relocating the existing facilities, irrespective of the function they served.

E. If Municipality participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Municipality shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.

F. Municipality will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligations under

Section 2. Grantee and Municipality may agree to cooperate on the location and relocation of other facilities in the public rights-of-way.

G. Municipality will consult with Grantee regarding tree species approved for planting in the public rights-of-way where there are existing overhead power lines. Grantee shall have the authority to trim, prune or remove any trees or shrubs located within or hanging upon and over the limits of the public rights-of-way of Municipality that in the judgment of the Grantee may interfere with the construction of or endanger the operation of the lines and/or facilities of the Grantee. All work is to be done at Grantee's expense.

Section 4. - Indemnification:

Municipality shall indemnify and hold Grantee harmless from any and all claims, costs, losses, or expenses incurred by Grantee as a result of the failure of Municipality to comply with the requirements of this agreement. Except as provided in the preceding sentence, Grantee shall save Municipality harmless from any expenses and losses incurred as a result of injury or damage to third persons occasioned by the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of any willful or negligent acts or omissions of Municipality.

Section 5. - Restoration of Rights-of-Way:

Whenever Grantee shall cause any opening or alteration whatever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time, and Grantee shall, upon completion of such work, restore the property disturbed to as good condition as it was prior to such opening or alteration.

Section 6. - Franchise Fee:

Grantee agrees to pay Municipality in consideration of the grant of this Franchise the base amount of $100,000 per calendar year. Such amount shall be in lieu of all fees or charges for permits or licenses issued for the construction of Grantee's facilities hereunder or for inspections thereof. The base amount of $100,000 shall be adjusted on a calendar year basis, beginning in the calendar year 2003, by the annual average percent change in the Consumer Price Index for All Urban Consumers ("CPI-U") for the immediate prior year as published by the U.S. Department of Labor's Bureau of Labor Statistics in the monthly Summary Data from the Consumer Price Index News Release, Table 1A or similar publication. This adjusted amount shall be calculated and communicated to Municipality by March 1 of each calendar year. Should the annual average percent change in the CPI-U for any annual period be a negative factor, the payment amount shall not be calculated using the negative factor but shall be equal to the highest previously calculated annual amount.

Grantee will pay franchise fees pursuant to the terms of the previously executed Franchise Agreement until December 31, 2001. Beginning in calendar year 2002, the annual base amount as described in the preceding paragraph shall be payable in equal quarterly amounts within 30 days after the end of each calendar quarter.

Section 7. - Additional Fees:

Notwithstanding any provision contained herein to the contrary, Grantee shall, in addition to the payment provided in Section 6, pay any occupation tax established by Municipality, provided the tax is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other business operated within Municipality.

Section 8. - Term:

This Franchise shall continue and exist for a period of twenty-five (25) years from January 1, 2002; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

Section 9. - Franchise; Non-Exclusive:

This Franchise is not exclusive, and nothing herein contained shall be construed to prevent Municipality from granting other like or similar grants or privileges to any other person, firm or corporation.

Section 10. - Conflicting Ordinances:

All ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

Section 11. - Independent Provisions:

If any section, paragraph, clause, phrase or provision of this Franchise, other than Section 6, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged invalid or unconstitutional. If Section 6 shall be adjudged invalid or unconstitutional in whole or in part by a final judgment, this Franchise shall immediately terminate and shall be of no further force or effect.

Section 12. - Condemnation; Right Reserved by Municipality:

Municipality reserves the right and power to purchase and condemn the plant and distribution facilities of Grantee within Municipality's corporate limits or any additions thereto, as provided by law.

Section 13. - Municipality Use of Facilities:

In consideration of this Franchise and the rights granted hereby, Municipality shall, if the following four criteria are met, have the right free of charge to place, maintain, and operate on Grantee's poles located on public rights-of-way within Municipality's corporate limits, any and all wires and appurtenances (other than steps or climbing devices) which Municipality may use, for its municipal fire alarm and police telephone or other municipal communication services utilized for a governmental function:

1. Municipality must notify Grantee in writing of Municipality's intended use of Grantee's poles;
2. Municipality shall hold Grantee harmless from any liability or additional expense in connection with Municipality's use of Grantee's poles;
3. Municipality's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If Municipality does not comply with all applicable laws, ordinances and regulations, Grantee retains the right to remove or correct Municipality's facilities at Municipality's expense; and
4. Municipality's use of its facilities shall not interfere with Grantee's use of Grantee's facilities.

Section 14. - Expiration:

Municipality and Grantee hereby expressly agree that the following provision shall survive the termination or expiration of this Franchise:

Upon the termination or expiration of the Franchise, if Grantee shall not have acquired and accepted an extension or renewal hereof, it may remove its facilities and system within Municipality or, at its option, may continue operating its facilities and system within Municipality, but it shall continue to pay the present franchise fee as required in Section 6 until a new franchise can be effected with the Municipality or until Grantee provides notice to Municipality that a new franchise will not be pursued.

Section 15. – Notices:

Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To the City:

City Clerk
City of Eloy
628 North Main St.
Eloy, Arizona 85231

B. To Arizona Public Service:

Southeast Division Manager
Arizona Public Service Company
50 North Brown Ave.
Casa Grande, Arizona 85222

CITY OF ELOY

_____, Mayor

ARIZONA PUBLIC SERVICE COMPANY,
an Arizona corporation

By _____
Jan H. Bennett, Vice President,
Customer Services

ATTEST:

_____, City Clerk

APPROVED AS TO FORM:

_____, City Attorney

APS Franchise Agreement
City of Eloy

April 13, 2026

What exactly is an APS Franchise Agreement?

- The franchise agreement is a rights-of-way contract between a municipality (or county) and APS. The agreement gives APS a non-exclusive right to use the streets, alleys and other public rights-of-way to construct, maintain and operate our electric facilities safely and to efficiently serve our customers
- APS continues to own and operate its electric utility infrastructure installed in the rights-of-way.
- Arizona Revised State Statutes allow utilities to contract up to 25 years and give municipalities authority to collect franchise fees with voter approval.

Franchise Agreements – *Mutual Coordination in ROW*

Relocation Costs

Payments/Fees

Surface Restoration & Related Fees

Governments' Use of APS Poles & Facilities

Compliance with City Codes and Ordinances

Indemnification

Vegetation Management

Is APS the only utility operating under a franchise agreement within the cities they serve?

- No, Southwest Gas, Tucson Electric and UNS all negotiate an agreement with cities, towns and counties.
- Other communications and cable providers have license agreements.

Elections Timeline

- APS met with City Management and Staff in Summer 2025
- Today, APS to review and answer questions from Mayor and Council
- Mayor and Council to vote on resolution and call for election
- APS will:
  - submit the legal notices to local newspapers
  - pay fair share of the elections for the franchise agreement
  - conduct outreach to customers leading up to the election
- APS Franchise on 2026 General Election ballot

Frequently Asked Questions:

- **Why is the franchise agreement important?**
  - The 25-year contract ensures long-term mutual coordination for working within the rights-of-way
  - Ensures APS is using rights-o-way safely and efficiently and compliance with local regulations regarding the use of the rights-of-way
- **Is this new to our community?**
  - No, APS and City of Eloy currently operate under a franchise agreement, and the approval of a new agreement will be a continuation to ensure mutual coordination.
- **Does APS have franchise agreements with other municipalities?**
  - APS has 54 agreements with municipalities across its territory and 11 county agreements
- **What is the franchise fee? How is it used?**
  - Franchise fees are 2% - a continuation of what customers see today upon voter approval
  - Franchise fees are included on APS customer election bills
  - Franchise fees are paid to the municipality on quarterly payments
  - Payments are to cover costs related to working within the rights-of-way in order to serve the community (permit fees; inspections; other general fund needs)
- **What if the franchise agreement is not approved?**
  - APS will continue to provide safe and reliable power but will need to work to get a new agreement passed in the near future.

Thank you!

Questions?

RESOLUTION NO. 26-1655

A RESOLUTION OF THE MAYOR & CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, DECLARING THAT THE CITY COUNCIL DEEMS THE GRANTING OF A CERTAIN FRANCHISE BENEFICIAL FOR THE CITY OF ELOY; ORDERING AN ELECTION TO BE HELD ON NOVEMBER 3, 2026, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE CITY OF ELOY THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY.

WHEREAS, Arizona Public Service Company is desirous of obtaining a franchise with the City of Eloy in the form attached hereto as Exhibit A; and,

WHEREAS, the Mayor & City Council of the City of Eloy has determined that the granting of the proposed franchise for Arizona Public Service Company is beneficial to the City; and,

WHEREAS, under applicable law a public utility franchise agreement must be approved by a majority of the qualified electors in a primary, general or special election; and

WHEREAS, the Mayor and Council of the City of Eloy desire to submit to the Eloy qualified electors the approval of a franchise agreement with APS for electrical transmission and distribution facilities in the public rights-of-way.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Eloy, Arizona, as follows:

SECTION 1. That the City Council of the City of Eloy determines that the granting of the franchise proposed by Arizona Public Service Company in the form attached hereto as Exhibit A is beneficial to the City of Eloy and the City residents.

SECTION 2. That an election is hereby called and ordered to be held in the City of Eloy on **November 3, 2026,** for the purpose of submitting to the qualified electors of the City of Eloy the question as to whether the franchise under the terms and conditions of the above referenced agreement shall be granted to Arizona Public Service Company.

SECTION 3. That this franchise election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and City Code of the City of Eloy.

SECTION 4. That the ballots used at said election shall be substantially in the following form:

SHALL A FRANCHISE BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY, AN ARIZONA CORPORATION; TO CONSTRUCT, MAINTAIN AND OPERATE AN ELECTRIC UTILITY SYSTEM IN THE

CITY OF ELOY, ARIZONA, AND FUTURE ADDITIONS THERETO, IN ACCORDANCE WITH THE AGREEMENT SUBMITTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, TO THE QUALIFIED ELECTORS OF SAID CITY?

SECTION 5. That the City Clerk and City Manager are hereby authorized and directed to publish the proposed franchise and take such other actions required by law to conduct the election.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona this **___ day of April, 2026**.

_____

Andrew Sutton, Mayor

ATTEST:

_____

Celine Kidwell, City Clerk

APPROVED AS TO FORM:

_____

Stephen R. Cooper, City Attorney