PUBLIC NOTICE
THE ELOY CITY COUNCIL
Meets
MONDAY, JULY 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

B. Council Members' Announcements

C. City Manager's Announcements

VII. Consent Agenda

A.	Approval of Minutes — June 1, 2026 Special Meeting , Amended June 8th, 2026 Regular Meeting, June 22, 2026, Regular Meeting, June 25, 2026, Special Meeting	Michelle Hall
B.	Approval of the Managed Information Technology	Brian Wright

	Services with CybarWorks, Inc., for the full range of information technology support services, including onsite helpdesk staffing, network administration, cybersecurity monitoring, Microsoft administration, backup and disaster recovery support, and strategic technology planning, beginning July 1, 2026, through June 30, 2027, with the option for up to three one-year renewals upon mutual agreement. The annual cost of the agreement is $168,000.	
C.	Acceptance of Data Access and Exchange Agreement with the Arizona Department of Transportation for the Eloy Police Department.	Sergio Banales
D.	Authorization to Utilize Pinal County Job Order Contract (JOC) No. 233828ROQ with Ellison-Mills Construction, LLC for Design and Construction Services Associated with Phase 1 of the Sunland Gin Waterline Upgrade Project in an Amount Not to Exceed $2,675,000. This project was identified and approved as part of the City's FY 2026-2027 Capital Improvement Program (CIP).	Refugio Gallegos
E.	Approval of a Construction Contract with Ames Construction, Inc. for the ADA Ramp Improvement Project Utilizing City of Casa Grande Job Order Contract (JOC) No. 1125-06 in an Amount Not to Exceed $150,000	Refugio Gallegos
F.	A recommendation to the Arizona Department of Liquor Licenses and Control regarding the application for a Series 10 liquor license for Love's Travel Stop, located at 2950 N Toltec Rd. Eloy, AZ 85131	Michelle Hall
G.	Consideration and Possible Action to Approve a Mutual Termination Agreement for the Central Arizona Groundwater Replenishment District (CAGRD) Cost Sharing and Water Allocation Agreement with Linmark, LLC and Musulin Irrevocable Educational Trust, Authorize Reimbursement of Remaining Cost Share Account Funds, and Authorize the Mayor to Execute the Necessary Documents.	Mackenzie Letcher
H.	Adopt Resolution No. 26-1669 and Ordinance No. 26-1003 approving Case Nos. GPA2025-005 and RZPAD2025-004: Houser Crossing. A request by Dawn Marie Fortuna, AICP, of Bowman Consulting Group Ltd., on behalf of the City of Eloy, for a minor General Plan Amendment from Light Industrial to Community Commercial and High Density Residential, and an Amendment to the Zoning Map (Rezone) from Light Industrial (I-1) and Light Industrial (I-1) with the Aviation Overlay	Dan Symer, AICP

	to General Commercial (C-2), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) and Aviation Overlay (AO) on a property consisting of approximately 78 acres located at the northwest corner of West Houser Road and North Eleven Mile Corner Road.	
I.	Adoption of Resolution No. 26-1671 declaring as a public record for that certain document filed with the City Clerk and entitled "RZPAD2025-004: Houser Crossing Development Plan."	Dan Symer, AICP
J.	Approval of the Cancellation of the July 27, 2026, Regular City Council Meeting	Mackenzie Letcher

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

A.	Motion to Adopt Ordinance No. 26-1002, levying upon the assessed valuation of the property within the City of Eloy, subject to taxation a certain sum upon each one hundred dollars ($100) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing for funds for general municipal expenses; all for fiscal year ending the 30th day of June 2027.	Brian Wright
B.	Adoption of Resolution No. 26-1672, Authorizing the Mayor or His Designee to Execute Development Agreement Contract No. 2026-003-COE Between the City of Eloy and Eloy Community Development Partners, LLC, Establishing the Obligations, Responsibilities, and Timing for the Phased Development of the Approximately 80± Acre Houser Crossing Mixed-Use Project Located at the Northwest Corner of Houser Road and Eleven Mile Corner Road, Including Public Infrastructure, Utility, Roadway, and Related Development Improvements, and to Execute All Necessary Documents Related Thereto.	Mackenzie Letcher
C.	Adoption of Resolution No. 26-1670 approving the submission of an application for Proposition 202 Grant Funds from the Ak-Chin Indian Community in the amount of $20,000 on behalf of the Central Arizona Regional Economic Development Foundation (CAREDF) to support the costs of providing services through the Achieve Pinal Experience Corps Reading Program.	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 5 PM JULY 9TH, 2026 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."

Michelle Hall, Interim 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: 7/13/2026

Date submitted: 01/16/2026

Action: Other

Subject: Scheduled

Date requested: 7/13/2026

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: 7/13/2026

Date submitted: 01/16/2026

Action: Other

Subject: Unscheduled

Date requested: 7/13/2026

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: **VII.A.**
Date: **7/13/2026**

Date submitted: 01/16/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Approval of Minutes — June 1, 2026 Special Meeting , Amended June 8th, 2026 Regular Meeting, June 22, 2026, Regular Meeting, June 25, 2026, Special Meeting**

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 Special Meeting
June 25,2026 at 05:30 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton Called the special session of Eloy City Council to order at approximately 5:38 P.M. on Thursday, June 25, 2026.

II. Roll Call

Present:	Andrew Sutton, Mayor Sara Curtis, Council Member JoAnne Galindo, Council Member Jose Garcia, Council Member Dan Snyder, Council Member
Absent:	Michelle McKinley-Tarango, Vice Mayor Michael Vodrazka, Council Member
Staff Present:	Mackenzie Letcher, City Manager Stephen R. Cooper, City Attorney Michelle Hall, Interim City Clerk

III. Moment of Silence

Mayor Sutton called upon those in attendance to rise for a moment of silence.

IV. Pledge of Allegiance

Mayor Sutton led the Pledge of Allegiance.

V. Public Appearances

There were no public appearances.

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

A. Public Hearing: Property Tax Levy, Fiscal Year 2026–2027

Mayor Sutton opened a public hearing on the primary property tax levy for Fiscal Year 2026–2027.

Finance Director Brian Wright advised the Council that the City is required by law to hold a public hearing on the primary property tax for Fiscal Year 2026–2027, and that notice was published in the local paper on June 11 and June 18, 2026, as required by statute.

Director Wright reported that the proposed primary property tax rate for Fiscal Year 2026–2027 is $0.9848 per $100 of assessed valuation. The proposed rate is expected to generate approximately $31,280 in additional primary property tax revenue, or about 2%, exclusive of new construction. Based on this rate, the city portion of the annual tax bill on an average assessed home value would be approximately $98.48, which is $0.79 more than last year's property tax of $97.69.

Director Wright stated that the property tax ordinance will come before the Council for adoption at the regular meeting on July 13, 2026, at 6:00 P.M.

Council Discussion:

Council Member Galindo asked whether the additional property tax revenue would help offset the City's losses in state-shared revenue.

Director Wright responded that the year-over-year increase amounts to approximately $150,000, which would not be sufficient to offset those losses, noting that the proposed rate simply reflects the maximum 2% increase allowable by law.

Council Member Galindo also asked whether the County had indicated how it intends to distribute shared revenues going forward.

Director Wright clarified that shared revenues are distributed by the State, not the County, and that no methodology has yet been announced regarding the half-cent sales tax; staff anticipate no change at this time, and noted that the sales tax issue is separate from the property tax under discussion.

City Manager Letcher, responded, combined with vehicle license tax and state-shared revenue losses, the city anticipates a total reduction of more than $500,000, though exact figures were not available at the meeting. City Attorney Cooper noted that the County's related ballot measure on the half-cent sales tax had been denied, leaving the outcome of that issue uncertain.

Hearing no further questions or comments, Mayor Sutton closed the public hearing on the property tax levy.

B. Public Hearing: City of Eloy Annual Budget, Fiscal Year 2026–2027

Mayor Sutton opened a public hearing on the City of Eloy's annual budget for Fiscal Year 2026–2027.

Finance Director Wright advised that this hearing represents the final required step prior to adoption of the Fiscal Year 2026–2027 annual budget. He reminded the Council that on June 8, 2026, the Council adopted Resolution No. 26-1665, establishing a tentative budget of $101,339,705. The budget and accompanying Schedules A through G were published in the local paper on June 11 and

June 18, 2026, in accordance with state law, and no public comments were received during the posting period.

Hearing no questions or comments from Council, Mayor Sutton closed the public hearing on the annual budget.

C. Adoption of Resolution No. 26-1668, Adopting the Final Budget for Fiscal Year 2026–2027 in the Amount of $101,339,705

Finance Director Wright advised that this item represents the final step in adopting the budget, noting that no public comments, written or otherwise, were received during the posting period, and that the final budget amount remains $101,339,705, consistent with the tentative budget previously adopted.

Motion: A motion was made to read Resolution No. 26-1668 by title only. The motion was seconded. Upon a voice vote, the motion carried.

Interim City Clerk Hall read the title of the resolution:

Motion: A motion was made to approve Resolution No. 26-1668 as presented. The motion was seconded. Interim City Clerk Hall conducted a roll call vote: Council Member Galindo – Yes; Council Member Garcia – Yes; Council Member Snyder – Yes; Council Member Curtis – Yes; Mayor Sutton – Yes. **Motion carried Unanimously (5-0).**

VII. Adjournment

The meeting was adjourned at 05:45 PM

ATTEST: BY:

_____ _____

Michelle Hall, Interim City Clerk Andrew Sutton, Mayor

APPROVED AS TO FORM:

_____

Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Special Meeting
June 1, 2026 at 6:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the Special Session of the Eloy City Council to order at 6:00
p.m. on Monday, June 1, 2026.

ll. Roll Call

Present:	Andrew Sutton, Mayor Michelle Tarango, Vice Mayor Sara Curtis, Council Member JoAnne Galindo, Council Member Jose Garcia, Council Member Dan Snyder, Council Member Michael Vodrazka, Council Member
Staff Present:	Mackenzie Letcher, City Manager Stephen Cooper, City Attorney Celine Kidwell, City Clerk

Ill. Moment of Silence

Mayor Sutton asked for a moment of silence.

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Sara Curtis.

V. Public Appearances

Mr. Brian Kleisner, a resident of Eloy, addressed the Council regarding a pergola permit application submitted on February 2, 2026. He noted that four months had passed and the permit was still pending. Mr. Kleisner acknowledged ongoing communication issues between the city and his landscaping contractor and expressed concern that the slow process

doesn't meet Eloy's service standards. He asked for a staff member from the Community Development/Building and Permits Department to contact him to resolve any issues. Mayor Sutton thanked him and asked him to leave his contact information with the City Clerk for follow-up.

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

. Adoption of Resolution No. 26-1659 declaring a public record for that certain document filed with the City Clerk and entitled "City of Eloy General Plan Update Existing Conditions Report."

Community Development Director Dan Symer presented this item. He advised the Council that the Existing Conditions Report, prepared approximately one year ago as the foundational baseline for the General Plan update, is referenced throughout the proposed new General Plan. To ensure the report is accessible to the public as a formal City record — rather than an internal working document — the resolution establishes it as an official public record filed with the City Clerk. No discussion was requested.

Motion: Council Member Garcia made a motion to read Resolution No. 26-1659 by title only. The motion was seconded by Vice Mayor Tarango. Upon a roll call vote, the motion carried unanimously (7-0).

City Clerk Kidwell read the title of the resolution.

Motion: Council Member Garcia made a motion to approve Resolution No. 26-1659 as presented. The motion was seconded by Council Member Michael Vodrazka. City Clerk Kidwell conducted a roll call vote: Council Member Garcia — Yes; Council Member Galindo — Yes; Council Member Vodrazka — Yes; Council Member Curtis — Yes; Vice Mayor Tarango — Yes; Council Member Snyder — Yes; Mayor Sutton — Yes. Motion carried unanimously (7-0).

B. Conduct a public hearing and consider the adoption of Resolution No. 26-1660, approving Case No. GPA2026-001: City of Eloy General Plan Update, a General Plan Amendment to adopt a new General Plan for the City of Eloy entitled "Eloy General Plan: Planning Today for a Stronger Tomorrow," and declaring the plan to be a public record.

Mayor Sutton opened the public hearing.

Community Development Director Dan Symer and Terry Hogan of Logan Simpson, the City's primary consultant on the General Plan update, provided a joint presentation on the proposed plan. Director Symer provided an overview of the process and requested action; Ms. Hogan presented the substance of the plan and community engagement findings.

Director Symer advised that the General Plan update has been a year-long process involving extensive community outreach, engagement with multiple city departments, and coordination with state and regional agencies. The Planning Commission reviewed the plan the prior week and recommended Council approval, requesting minor wording refinements and formatting improvements for readability. Those changes have been incorporated into Exhibit 2 of the resolution. Director

Symer noted that adoption by the Council is not the final step: the plan must subsequently be ratified by the voters of Eloy at the November 2026 General Election. Once the Council adopts the plan, state law prohibits City staff from advocating on behalf of the ballot item; advocacy responsibilities then fall to the City Council, the Planning Commission, and individual community members acting in their private capacity.

Ms. Hogan presented the key elements of the Eloy General Plan: Planning Today for a Stronger Tomorrow. The following highlights were provided:

- Purpose and Scope: The General Plan is a 30,000-foot policy document that serves as the blueprint for the City's growth and development. It is not a zoning ordinance, but all zoning decisions, subdivision regulations, master plans, and ultimately, building permits must be consistent with it. The plan covers 12 topic areas, including the seven elements mandated by Arizona statute for municipalities with populations over 10,000, as well as several elective elements. Eloy's current population is approximately 19,000 as of 2024.
- Plan Structure: The plan is organized into three sections: Background (purpose, existing conditions, community engagement summary); Key Themes (12 topic areas with aspirational principles, goals, and policies); and Implementation (a systematic action plan, appendices, amendment criteria, and high-resolution growth area maps). A vision statement drives all elements of the plan, supported by community-driven themes, topicbased goals and policies, and implementation actions.
- Community Engagement: The engagement effort produced approximately 9,400 documented community engagements across a range of activities, including 4,600 website views, 2,300 subscriptions to the project website, 62 individual interviews, drop-in events, public workshops, a mobile immersion experience hosted at City Hall, and outreach at locations including Robson Ranch, the Senior Center, and in community parks. An estimated awareness level of approximately double the documented engagements was noted, reflecting residents who were informed but did not take a specific recorded action. Ms. Hogan noted that the level of participation is exceptional by any standard, with roughly 40% of respondents self-identifying as Hispanic — a strong representation of Eloy's majority population.
- 60-Day Public Comment Period: A mandatory 60-day public review period ran from March 4 through May 3, 2026. The draft plan was available on the project website and at City Hall. Nearly 600 people viewed the plan; 18 individuals provided more than 200 comments. The plan was also distributed to all statutorily required agencies, including adjacent cities and towns, the Arizona State Land Department, and Pinal County. Comments were received from 17 parties, including a comment on annexation issues from the City of Coolidge, all of which were addressed in the response packet provided to the Council. Overall, feedback was characterized as positive.
- Future Land Use Map: The plan introduces an updated Future Land Use Map covering the City's 521 -square-mile municipal planning area. Land use categories have been updated and refined, with higher-density residential and employment uses incorporated into new mixed-use and planned community area designations. The Tohono O'odham Nation is

acknowledged on the map as a partner; they are not governed by this plan. A comparison with the prior plan shows residential land use decreasing from 81% to 70% of the planning area, with the difference absorbed into the new mixed-use and planned community categories rather than being eliminated.

- Implementation Action Plan: The plan includes a systematic action plan organized by theme, with short-term, mid-term, long-term, and ongoing actions. Director Symer will provide annual implementation reports to the Council tracking progress on these actions beyond the routine processing of rezoning requests.
- Next Steps: Following Council adoption tonight, the plan will be placed on the November 2026 General Election ballot for voter ratification. The plan does not take effect until voters ratify it. Staff will prepare an informational brochure to be distributed with ballot materials. Staff are prohibited from advocating for or against the plan's passage once the Council adopts it.

Mayor's and Council's Remarks

Mayor Sutton offered appreciation to Director Symer, Ms. Hogan, and the entire team at Logan Simpson for the year-long effort, characterizing the engagement process as exemplary and the community response as well-earned. City Manager Letcher echoed those remarks, noting that while public participation in planning processes is often limited, the community's response to this effort was genuinely Impressive.

Council members offered the following comments and questions:

- Voter Ratification and Election Advertising: A council member asked how the public will be informed about the General Plan vote in November and who is responsible for promoting it once staff steps back. City Attorney Stephen R. Cooper advised that A.R.S. S 9-500.14 prohibits the City from using public resources to influence elections, including a General Plan election. However, the statute does not prohibit government-sponsored informational forums, and City Council members may personally advocate for or against the plan in their capacity as individual citizens, provided they do not use City resources or staff to do so. Director Symer confirmed that staff will prepare a neutral informational brochure to accompany ballot materials. The City Attorney further noted that community organizations, including the Chamber of Commerce, may engage in advocacy, though council members holding chamber officer positions were advised to consult with the City Attorney prior to doing so in order to maintain a clear demarcation between their roles.
- Informational Materials: A council member asked whether informational brochures being prepared for the ballot could be made available in advance for distribution to community groups and organizations. Director Symer confirmed that brochures are currently in development and will be available in early July, at which time staff will provide copies to council members and others who wish to share them.
- Social Media Sharing: A council member asked whether council members may share plan-related information on their personal social media accounts.

City Attorney Cooper confirmed that council members may share publicly available information about the General Plan on social media and may personally advocate for its passage, as long as City resources are not used. He noted, with levity, that they may even deploy a banner if parachuting from an airplane.

- Youth Participation: Council Member Galindo, noting this is her third general plan, asked about the level of participation from youth aged 13 to 19. She referenced the mobile immersion lab, in which her students participated. Director Symer responded that a structured workshop was held at the high school attended primarily by honor society students, and that younger community members were also present at the less formal park events alongside their families. He acknowledged the point and emphasized that the plan was consistently framed to participants as a document for their children and the next generation, not for current leadership.
- Municipal Planning Area Boundaries: Council Member Galindo noted that the City's prior coordination with the Town of Marana on planning boundaries a decade ago contributed to the absence of boundary comments from Marana during this cycle. Director Symer confirmed that boundaries were carefully coordinated with all adjacent municipalities, including Marana, Coolidge, and Arizona City, and that all boundaryrelated comments received during the public review period were addressed.
- Parks and Open Space on the Future Land Use Map: Council Member Curtis asked why smaller park sites are not visibly identifiable on the Future Land Use Map. Director Symer explained that smaller park parcels — typically under five acres — are too small to render legibly at the map's scale and are intentionally not locked into precise boundaries on the General Plan map. This approach provides flexibility for minor adjustments within master-planned communities without requiring a full general plan amendment process. All park locations are listed in the plan's appendices and referenced in the applicable sections of the document.

No members of the public came forward to provide comment. Mayor Sutton closed the public hearing.

Motion: Council member Garcia made a motion to read Resolution No. 26-1660 by title only. The motion was seconded by Council member Vodrazka. Upon a roll call vote, the motion carried unanimously (7-0).

City Clerk Kidwell read the title of the resolution:

"A Resolution of the Mayor and City Council of the City of Eloy, Arizona, approving Case No. GPA2026-001: City of Eloy General Plan Update, a General Plan Amendment to adopt a new General Plan for the City of Eloy entitled 'Eloy General Plan: Planning Today for a Stronger Tomorrow, ' and declaring the plan to be a public record, to be the new General Plan for the City of Eloy, which will be sent to the qualified electors of the City of Eloy for potential ratification. "

Motion: Council Member Garcia made a motion to approve and adopt Resolution No. 26-1660 as presented. The motion was seconded by Council Member Snyder. City Clerk Kidwell conducted a roll call vote: Council Member

Garcia — Yes; Council Member Galindo — Yes; Council Member Vodrazka — Yes; Council Member Curtis — Yes; Vice Mayor Tarango — Yes; Council Member Snyder — Yes; Mayor Sutton — Yes. Motion carried unanimously (7-0).

VII. Adjournment

Mayor Sutton thanked all in attendance and wished them safe travels. The meeting was adjourned at 6:30 p.m.

ATTEST:

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Andrew Sutton, Mayor

_____

Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

_____

Stephen R. Cooper, City Attorney

City of Eloy
Amended Minutes
City Council Regular Meeting
Monday, June 8, 2026 at 6:00 PM
City Council Chambers
595 North C Street, Eloy, Arizona 85131

I. Call to Order

The Eloy City Council Regular Meeting was called to order by Mayor Andrew Sutton at 6:00 P.M.

II. Roll Call

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

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

III. Moment of Silence

Mayor Sutton called upon those in attendance to rise for a moment of silence.

IV. Pledge of Allegiance

Council Member Michael Vodrazka led the Pledge of Allegiance.

V. Public Appearances

A. Scheduled

There were no scheduled public appearances.

B. Unscheduled

Ann Howard, Eloy Resident, addressed the Council, asking whether candidates for elected office — such as judges or council members — would be invited to speak at any public forum. Mayor Sutton advised that a candidates' forum is scheduled for Wednesday, June 10, 2026, at 6:00 P.M. in the community room at City Hall. All residents are welcome to attend.

VI. Reports and Announcements

A. Mayor's Announcements

Mayor Sutton provided the following announcements:

- **May 27 – Emergency Response Meeting at Robson Ranch:** Mayor Sutton, accompanied by City Manager Letcher and representatives from the Eloy Police Department and Pinal County, attended an emergency response meeting at Robson Ranch organized by resident and council candidate Ross Dumfie. The purpose of the meeting was to review strategic plans and coordination efforts in the event of a large-scale evacuation of the area. Mayor Sutton characterized it as a productive discussion and expressed appreciation to all who attended and participated.
- **Train Derailment Update – Union Pacific, Sunland Gin:** Mayor Sutton met with representatives from Union Pacific to discuss the recent train derailment near Sunland Gin. After reviewing Union Pacific's response and plans going forward, Mayor Sutton expressed comfort with the actions being taken and the company's commitment to safety. He also noted the removal of the damaged rail cars that had been visible in the area.
- **May 28 – Meeting with Congressman Juan Ciscomani and U.S. Secretary of Agriculture:** Mayor Sutton, joined by Council Members Garcia and Vodrazka, met with Congressman Juan Ciscomani, U.S. Secretary of Agriculture Brook Rollins, and representatives from the U.S. Small Business Administration. The discussion centered on the importance of cotton production and agriculture to the region, as well as the current administration's efforts to strengthen America's agricultural standing and reestablish the United States as the world's leading cotton producer. Mayor Sutton noted that the U.S. has fallen to number two in global cotton production and that the region is committed to helping change that.
- **June 5 – Pinal Partnership Breakfast:** Mayor Sutton attended the Pinal Partnership Breakfast, where city managers from across Pinal County shared their perspectives on the challenges and opportunities facing their communities. He noted it was informative to observe the collaborative spirit among municipalities, including financial support arrangements between cities, and described the relationships as an example of regional cooperation at its best.
- **June 8 – Meeting with Saguaro Correctional Center (CoreCivic):** Mayor Sutton, accompanied by Council Members Garcia and Snyder and members of the Eloy Police Department, met today with the Warden of Saguaro Correctional Center and his staff. Mayor Sutton highlighted a program in which the facility trains more than 100 dogs per year for placement as special needs assistance animals, with inmates responsible for the animals' full day-to-day care. He characterized the program as both community-beneficial and personally moving, and noted that Eloy is well positioned to be a source of dogs for the program. The City looks forward to continuing and strengthening the partnership with the facility.

B. Council Members' Announcements

Council Member JoAnne Galindo provided the following announcements:

- **Pinal Partnership Breakfast:** Council Member Galindo attended the breakfast and found it valuable to see the commonality of challenges — roads, infrastructure, cost, and growth — that all Pinal County municipalities share, regardless of size. He noted that the cooperative spirit among cities was encouraging.
- **Resource Roundup:** Council Member Galindo also attended the Resource Roundup, which he was pleased to see revived. The keynote speaker was Joe Milman, who addressed the workforce needs of the community and shared data on the top skills employers are currently seeking — including communication, management, operations, problem solving, leadership, customer service, and planning. Council Member Vodrazka

observed that many of these skills are developed at home rather than exclusively in schools or vocational programs, and encouraged residents to recognize the value of the models and lessons they teach in their households.

- **Eloy Aquatic Center – Water Aerobics Program:** Council Member Galindo noted he is enrolled in the water aerobics program for a second year and reported that the program has a current enrollment of 25 participants with a waiting list still forming. He observed that participants travel from Casa Grande, Coolidge, and Arizona City specifically to attend the Eloy program, reflecting the quality of the City's aquatic programming and facilities.
- **Community Yard Sale:** Council Member Galindo attended the community yard sale at Main Street Park and reported finding some bargains, though he was unable to secure a set of trees he was looking for before having to leave for a memorial service. He remains on the lookout.
- **NALEO:** Council Member JoAnne Galindo reported that she participated in a NALEO webinar on redistricting — specifically the fight for representation following recent Supreme Court decisions. She was unable to catch the full webinar but described what she heard as informative and relevant. She has requested a recording and intends to share it with her fellow council members.

Council Member Dan Snyder elaborated on the mayor's remarks about the Saguaro Correctional Center visit, adding that the dog training program benefits the inmates as deeply as it benefits the animals. Inmates are responsible for the dogs around the clock — the animals live with them in their cells — and the program represents a meaningful form of preparation for reintegration into the community. Council Member Garcia noted a discussion at his table about the broader need for transition programs in Pinal County to support individuals upon release, including assistance with employment and transportation. He expressed strong support for the concept and referenced the earlier greyhound dog adoption programs that similarly served this purpose at correctional facilities. Mayor Sutton added that the Warden confirmed that inmates participating in the dog training program experienced a near-complete reduction in reprimands and disciplinary incidents within the facility.

C. City Manager's Announcements

City Manager Mackenzie Letcher provided the following update:

- **Fourth of July / 250th Anniversary Celebration – Saturday, July 4, 2026:** City Manager Letcher announced that the City's Fourth of July event will serve as both an Independence Day celebration and a recognition of the 250th anniversary of the founding of the United States. The event will begin with free swim from 12:00 to 4:00 P.M. at the Eloy Aquatic Center, followed by a major community event from 5:00 to 9:00 P.M. at Main Street Park. The evening program will feature live music, water slides, food vendors, giveaways, and commemorative swag and shirts recognizing the 250th anniversary. Fireworks are also planned. As an inaugural tradition, the event will include a taco eating contest, with a taco championship belt to be awarded and passed to the winner annually at each Fourth of July celebration. City Manager Letcher encouraged residents to spread the word and committed to publicizing the event throughout June.

1. Police Chief Sergio Banales — Monthly Activity Briefing

Police Chief Sergio Banales presented the monthly Police Department activity briefing for May 2026, covering internal department updates, community engagement activities, and the launch of two new public communication platforms.

Internal Department Updates:

- **Staffing – Sworn Personnel:** The department currently has 29 officers with three vacant positions. Three lateral applicants are actively in the background process, which typically takes four to six months. Chief Banales noted that the department's background process is rigorous, with a 15-20% pass rate. On Saturday, June 7, nine applicants tested for the entry-level police officer recruit position; if suitable candidates are identified, the department hopes to send one or two recruits to the Gilbert Academy in September.
- **Staffing – Dispatch:** The department has three active dispatchers and three vacant dispatcher positions — a critical staffing shortage for an operation that must be covered 24 hours a day, 365 days a year. Chief Banales expressed deep gratitude to dispatchers Amanda Villescaz, Audra Calkins, Brittany Beacham, and supervisor Tricia Wilcox for maintaining service levels under difficult conditions. Recent hires did not complete the training process, and the Chief is working with the City Manager and HR Director on targeted recruitment strategies.
- **Reserve Officers:** Two reserve officer applicants are currently being processed.

Community Engagement Activities – May 2026:

- **May 18 – Freshman Success Class, Santa Cruz Valley High School:** Chief Banales spoke to Mr. Ruben Laylesias' 9th-grade Freshman Success class across two or three class periods. Despite being the final week of school, students engaged meaningfully, asking both law enforcement-related and community-related questions. The Chief found the experience rewarding and noted that early, positive interactions with young people can be transformative.
- **May 18 and May 30 – Pet Vaccination Clinics:** The Eloy Police Department, in partnership with Pinal County Animal Care and Control, hosted vaccination clinics at City Hall on both dates. Turnout continues to be strong.
- **Cinco de Mayo – DUI Enforcement Detail:** The department conducted a DUI enforcement detail funded by the Arizona Governor's Office of Highway Safety (GHS), which provides an annual grant of approximately $8,500 in overtime for DUI and speed enforcement, education initiatives, and traffic safety campaigns.

Upcoming GHS Traffic Safety Campaigns:

- Independence Day DUI Detail – July 4 weekend
- Back to School Enforcement – July 19 through August 1 (speed in school zones, crosswalk and hands-free device enforcement)
- Labor Day DUI Detail – September 7
- Child Passenger Safety Week – September 20–26 (child safety seat and seat belt checks; Chief Banales reminded the public that children under eight years old, or under 4'9", are required by law to be in a child safety or booster seat)

New Community Communication Platforms:

- **Smart 911:** The Eloy Police Department has launched Smart 911, a free emergency notification platform available to all Eloy residents. The app provides emergency notifications, weather alerts, public safety information, road closures, and City events. Users can build a secure safety profile including emergency contacts, vehicle information, and pet information. The system is provided through Arizona's statewide emergency notification initiative and improves situational awareness for first responders. Information is available on the department's social media platforms. Chief Banales brought an informational poster to the meeting and noted that posters have been placed at Robson

Ranch and will be distributed to City Hall, the Senior Center, the Community Center, and local schools through the School Resource Officer.

- **Veris-Term Community Connect (Live since May 19, 2026):** This platform provides text message updates to reporting parties and victims following any 911 or non-emergency dispatch call. Updates include officer response status, case numbers, investigation updates, judicial proceedings, and — where applicable — incarceration and release status of an arrested party. Callers are also invited to complete a customer satisfaction survey regarding the handling officer, dispatcher, and overall department service. In the first few weeks since launch, 509 surveys were sent and 130 were completed, yielding a customer satisfaction score of 4.5 out of 5.0. Chief Banales shared several positive comments received, reflecting community appreciation for the department's professionalism.

Council Discussion: Vice Mayor Tarango, drawing on her personal experience working in an emergency communications center, offered strong words of encouragement for the department's dispatchers, emphasizing the mental and emotional toll of short-staffed dispatch operations and urging the department to prioritize retention. Mayor Sutton echoed appreciation for the Chief's sustained community engagement efforts, particularly with youth, noting that meaningful contact with young people at the right moment can change the course of a life. Council members encouraged broader distribution of the Smart 911 posters, suggesting the post office lobby, school parent-teacher conferences, and outreach to school superintendents as additional placement opportunities. Chief Banales committed to following up through those channels.

VII. Consent Agenda

Mayor Sutton read the consent agenda notice and called for requests to remove any items.

Council Member Vodrazka did not request removal of Item C but requested clarification: the subject line and contract documents for Item C identify a one-year extension, while the recommendation paragraph in the staff report references dates reflecting a two-year period. Community Development Director Dan Symer confirmed that the correct term is one year, through June 30, 2027, and that the dates in the recommendation paragraph were in error. The item would be approved as a one-year extension consistent with the subject line and contract documents.

Motion: Council Member Vodrazka made a motion to approve the Consent Agenda as presented, with the clarification that Item C reflects a one-year contract extension through June 30, 2027. The motion was seconded by Vice Mayor Tarango. City Clerk Kidwell conducted a roll call vote: Council Member Vodrazka – Yes; Council Member Curtis – Yes; Vice Mayor Tarango – Yes; Council Member Snyder – Yes; Council Member Garcia – Yes; Council Member Galindo – Yes; Mayor Sutton – Yes. **Motion carried unanimously (7-0)**.

The following Consent Agenda items were approved:

***A.** Approval of Minutes — May 26, 2026, Regular Meeting and June 1, 2026, Special Session.

***B.** Approval of One-Year Contract Extensions with Sunrise Engineering, LLC and Wilson Engineers for On-Call Professional Engineering Services.

***C.** Approval of One-Year Contract Extensions with Bureau Veritas North America, Inc., SAFEbuilt Arizona, LLC, and Stantec Consulting Services, Inc. for On-Call

Professional Services for Plan Review, Inspections, and Related Activities. (Clarified as a one-year extension through June 30, 2027.)

***D.** Approval of One-Year Contract Extensions with Logan Simpson Design, Inc. for On-Call Professional Services for Plan Review, Inspections, Historic Preservation, and Related Planning and Landscape Architecture Activities.

***E.** Authorization to Utilize Pinal County JOC Contract 233828ROQ with Ellison-Mills Construction, LLC for Civil Construction Services to Proceed with the Sunland Gin Waterline Loop Project.

***F.** Consideration and Acceptance of an Agreement with Lexipol, LLC for Law Enforcement Policy Management and Implementation Services for the Eloy Police Department in an Amount Not to Exceed $22,832.25, and Authorization for the City Manager to Execute All Necessary Documents.

***G.** Adoption of Resolution No. 26-1664 appointing Brian Wright, Finance Director, as the Designated Authorizing Agent to Submit the Annual Expenditure Limitation Report (AELR) as the Chief Fiscal Officer (CFO) for the City of Eloy for Fiscal Year 2026–2027.

***H.** Approval of a Professional Services Contract with Western Land Consulting Group (WLCG) for Land Use, Development, and Redevelopment Consulting Services.

***I.** Consideration and Possible Approval of a Final Plat for Stone 25-B350, Case No. FP2026-001: a request to reconfigure two lots adjusting property lines on approximately 0.52 acres located at the southeast corner of West 6th Street and North Curiel Street.

***J.** Consideration and Possible Approval of Case No. FP2026-003: Abel Alvarez Final Plat, a 1-lot Final Plat encompassing approximately 0.30 acres located at 3430 and 3440 West Paraiso Drive.

***K.** Consideration and Possible Approval of Case No. FP2026-002: Loves Truck Stop Toltec Road, a 1-lot Final Plat encompassing approximately 17.61 acres located at 2950 North Toltec Road.

***L.** Adoption of Resolution No. 26-1666 authorizing and approving the submission of a Proposition 202 Grant Application on behalf of the Eloy Fire District to the Ak-Chin Indian Community in the amount of $150,000 for the purchase of two advanced cardiac monitors to support emergency medical services and patient care operations.

***M.** Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) to issue a Series 15 Special Event Liquor License to the Santa Cruz Valley Historic Museum for the 3rd of July Event.

***N.** Recommendation to the Arizona Department of Liquor Licenses and Control (ADLLC) to issue a Series 15 Special Event Liquor License to the Eloy Chamber of Commerce for the Fourth of July Celebration.

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

A. Adoption of Resolution No. 26-1665 Adopting the Tentative Budget for Fiscal Year 2026–2027 for the City of Eloy in the Amount of $101,339,705

Finance Director Brian Wright presented this item. He advised the Council that adoption of Resolution No. 26-1665 represents step twelve in the City's thirteen-step budget adoption process and establishes the maximum budget limit for Fiscal Year 2026–2027. Once adopted, the limit may not be exceeded during the subsequent two-week public notice period; it may only decrease. Finance Director Wright outlined the remaining steps: the resolution will be noticed in the Casa Grande Valley newspaper on the Thursday following this meeting and the Thursday thereafter (two consecutive weeks, as required by statute); a Special Meeting will be held on June 25, 2026, at 5:30 P.M. to conduct a public hearing on the property tax levy, a public hearing on the budget, and to formally adopt the final budget; and the property tax

ordinance will be adopted at the July 13, 2026, regular Council meeting. The Council offered no additional questions, noting the thorough discussion conducted at prior budget work sessions.

Motion: Council Member Garcia made a motion to read Resolution No. 26-1665 by title only. Vice Mayor Tarango seconded the motion. **Upon a roll call vote, the motion carried unanimously**.

City Clerk Kidwell read the title of the resolution.

Motion: Council Member Garcia made a motion to approve Resolution No. 26-1665 as presented. Council Member Snyder seconded the motion. City Clerk Kidwell conducted a roll call vote: Council Member Garcia – Yes; Council Member Galindo – Yes; Council Member Vodrazka – Yes; Council Member Curtis - Yes; Vice Mayor Tarango – Yes; Council Member Snyder – Yes; Mayor Sutton – Yes. **Motion carried unanimously (7-0).**

IX. Executive Session

Mayor Sutton announced that the Council would convene into executive session pursuant to A.R.S. § 38-431.03(A)(3) and (4) for discussion and consultation with the City Attorney and City staff regarding the Community Outreach Funding Program, including legal advice related to program administration, funding allocations, eligibility requirements, policy considerations, and the City's position and instructions to its representatives concerning program implementation and distribution of funds. Participants included the full City Council, City Manager Letcher, City Attorney Cooper, and Finance Director Wright.

No legal action was taken during the executive session.

X. Adjournment

The Council reconvened from executive session. A motion was made to adjourn the meeting. The motion was seconded. **Upon a roll call vote, the motion carried unanimously**.

The meeting was adjourned at 7:35 P.M.

ATTEST: **BY:**

Michelle Hall, Interim City Clerk Andrew Sutton, Mayor

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

City of Eloy
Minutes
City Council Regular Meeting
June 22, 2026, at 6:00 PM
City Council Chambers

I. Call to Order

Mayor Andrew Sutton called the meeting to order at 6:01pm.

II. Roll Call

Present:

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

Staff Present:

Mackenzie Letcher, City Manager
Stephen Cooper, City Attorney
Michelle Hall, Interim City Clerk

III. Moment of Silence

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

IV. Pledge of Allegiance

The Pledge of Allegiance was led by Councilmember Galindo.

V. Public Appearances
A. Scheduled

1. Presentation by Pinal County Attorney Brad Miller

Mr. Miller introduced himself and thanked the Council for the opportunity to present. He discussed his office's commitment to public safety, emphasizing tougher prosecution of violent offenders, repeat offenders, and crimes against children while continuing diversion opportunities for individuals with substance abuse issues who demonstrate a willingness to rehabilitate.

Highlights of the presentation included:

- Overall prosecuted case filings in Eloy declined from 279 cases in 2023 to 257 cases in 2025.
- Community-based crime has decreased approximately 25% over the past three years.
- Prison-related crimes continue to significantly affect Eloy's statistics due to correctional facilities located within the city's jurisdiction.
- Assaults remain the largest category of community crime, while drug-related prosecutions have declined due in part to successful diversion programs.
- The County Attorney's Office reports rehabilitation success rates in the high 90% range for eligible diversion participants.
- Property crimes and traffic-related prosecutions showed modest increases during 2025.
- Homicide prosecutions declined significantly following an increase during 2024.

Mr. Miller also highlighted several initiatives:

- Continued partnership with the Eloy Police Department through an assigned prosecutor.
- Development of neighborhood-level crime mapping and data analysis.
- Enhanced collaboration with local law enforcement to improve investigations and prosecution outcomes.
- Ongoing efforts to conduct internet crimes against children-investigations and other proactive enforcement operations throughout Pinal County.

Council members thanked Mr. Miller for his presentation and discussed:

- Trends in traffic enforcement and increased police activity.
- Differences between prison-based and community-based crime statistics.
- Crime occurring along Interstate 10 and Interstate 8 corridors.
- Crime mapping and the value of detailed geographic crime analysis.
- Diversion programs and rehabilitation opportunities.

- Domestic violence statistics and demographic information.
- Cooperation between the County Attorney's Office and local police agencies.

Mr. Miller offered to provide additional crime data and neighborhood-specific reports to the Council upon request.

B. Unscheduled

Valerie Motyka

Ms. Motyka addressed the Council regarding vegetation removal within the Toltec area.

She expressed concerns that:

- Native vegetation is being unnecessarily removed through code enforcement actions.
- Vegetation clearing negatively impacts wildlife habitat.
- Excessive clearing contributes to dust, invasive weeds, and reduced neighborhood aesthetics.
- Residents feel pressured by code enforcement to remove native desert vegetation during extreme summer temperatures.

Ms. Motyka requested the city review current vegetation removal practices and provided supporting documentation to Council.

Council thanked Ms. Motyka for her comments and indicated staff would review the concerns.

VI. Reports and Announcements

A. Mayor’s Announcements:
Mayor Sutton acknowledged upcoming events and issued proclamations or commendations as appropriate.

Mayor Sutton reported on several recent events including:

- Eloy Chamber of Commerce Candidate Forum.
- Pinal Partnership Emerging Leaders Candidate Event.
- Meeting with new ADOT Board Member Doug Coleman regarding transportation projects.
- Delivery of the first tiny homes for the Pinal Hispanic Council housing project.

- Attendance at the Tri-City Chamber Expo.

The mayor, also recognized community partnerships and encouraged continued public participation in upcoming City events.

B. Council Members' Announcements:
Councilmembers provided brief updates on community events, recognitions, and project involvement.

Council Members reported attending:

- Eloy Chamber Candidate Forum.
- Pinal Partnership Emerging Leaders event.
- Tri-City Chamber Expo.
- Workforce Development Board meeting.
- Various community meetings and outreach events.

Council members expressed appreciation for candidate participation and continued regional collaboration.

C. City Manager's Announcements:
City Manager David Malewitz provided updates on city projects, partnerships, and community initiatives.

City Manager Letcher announced:

- Special Budget Meeting scheduled for June 25 for final budget adoption.
- City offices will be closed July 3 in observance of Independence Day.
- Details of the City's expanded July 4th America 250 Celebration, including:
    - Live entertainment
    - Food vendors
    - Water slides and family activities
    - Fireworks at 9:00 p.m.
    - America 250 commemorative merchandise
    - Taco Eating Championship

He encouraged residents to attend the community celebration.

VII. Consent Agenda

Mayor Sutton asked if any items were to be removed for discussion.

Council approved the Consent Agenda, including:

Motion: Councilmember Garcia moved to approve the Consent Agenda presented.
Second: Councilmember Galindo
Vote: Motion passed 7–0 by roll call vote.

VIII. Business: Discussion and/or Action Items

A. FlexNet M420B Base Station Replacement

Public Works Director Refugio "Cookie" Gallegos presented a request to replace the City's aging Advanced Metering Infrastructure (AMI) base station.

Discussion included:

- Existing equipment is approximately 15 years old and nearing end of life.
- New equipment will improve communication reliability.
- System supports future meter upgrades.
- Total cost: $64,845, including installation and first-year support.

Council approved the purchase.

Motion: Councilmember Garcia moved to approve
Second: Councilmember Vodrazka
Vote: Motion passed 7–0

B. eSleuth Investigative Data Management Software

Police Chief Sergio Banales presented a proposal to purchase eSleuth, an AI-supported investigative analytics platform funded entirely through the Arizona Opioid Settlement Fund.

Key discussion points included:

- No General Fund impact.
- Five-year contract totaling $180,000.
- Software will:
  - Analyze criminal intelligence and investigative data.
  - Identify opioid-related crime patterns.
  - Improve investigative efficiency.
  - Assist with overdose prevention efforts.

    - Support partnerships with treatment providers.
    - Enhance proactive policing through data analytics.
- Council discussed:
    - Data security.
    - Staff training.
    - Future software updates.
    - Integration with existing systems.
    - Potential partnerships with the Pinal Hispanic Council and public health agencies.

Council expressed strong support for using opioid settlement funds to improve investigations while connecting individuals with treatment resources.

Motion: Councilmember Garcia moved to approve
Second: Vice-Mayor Tarango
Vote: Motion passed 7–0

IX. Executive Session

No Executive Session was held.

X. Adjournment

With no further business, Mayor Sutton adjourned the meeting at 7:33 pm with unanimous consent of the Council.

BY:

_____

Andrew Sutton, Mayor

ATTEST:

_____

Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.B.
Date: 7/13/2026

Date submitted:
06/11/2026

Date requested:
7/13/2026

Action: Formal

Subject: Approval of the Managed Information Technology Services with CybarWorks, Inc., for the full range of information technology support services, including onsite helpdesk staffing, network administration, cybersecurity monitoring, Microsoft administration, backup and disaster recovery support, and strategic technology planning, beginning July 1, 2026, through June 30, 2027, with the option for up to three one-year renewals upon mutual agreement. The annual cost of the agreement is $168,000.

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:

Staff recommends approval of the Managed Information Technology Services with CybarWorks, Inc., for the full range of information technology support services, including onsite helpdesk staffing, network administration, cybersecurity monitoring, Microsoft administration, backup and disaster recovery support, and strategic technology planning, beginning July 1, 2026, through June 30, 2027, with the option for up to three one-year renewals upon mutual agreement. The annual cost of the agreement is $168,000.

DISCUSSION:

Information technology has become a critical component of modern municipal operations, supporting essential services, cybersecurity protection, communications, public safety systems, financial operations, and daily employee productivity. As technology continues to evolve and cybersecurity threats become increasingly sophisticated, local governments must maintain secure, reliable, and professionally managed technology environments to protect public data and ensure uninterrupted service delivery.

Since 2010, CybarWorks has been providing professional services to the City of Eloy. They have been managing the City's IT needs but have also been instrumental in expanding our network, mobility services, police operation needs, telephone system upgrades, and providing critical services to all city employees.

To address these ongoing operational and security needs, the City of Eloy has negotiated a Managed Information Technology Services Agreement with CybarWorks, Inc. to provide comprehensive IT support and technology management services. The contract will be $168,000 annually or $14,000 a month. This is an increase of $12,000 from their current contract of $156,000. This increase includes a 2% annual adjustment, and the primary reason is that Pinal County is moving away from managing all internet, computers, hardware, software, and security for the 33 laptops and desktop computers at the Library. Pinal County is moving away from this service. The City must maintain all the laptops and desktop CPU's at the library in 2026.

Under the proposed agreement, CybarWorks will provide a full range of managed IT services, including on-site helpdesk support, network administration, endpoint management, Microsoft administration, remote monitoring and maintenance, backup and disaster recovery support, cybersecurity monitoring, and technology planning services. The agreement also establishes service expectations, reporting requirements, cybersecurity standards, incident response procedures, and compliance obligations designed to support the City's technology infrastructure and operational objectives. The City will retain ownership and control of all data, administrative credentials, cloud platforms, and technology assets while benefiting from CybarWorks' technical expertise and support resources. Cybarworks works extremely closely with all departments and responds promptly to all support tickets.

Under Section 2-136.K.1 of the Purchasing Policy, certain professional services are excluded from competitive evaluation requirements. Professional services are services of those who, through special learning or attainment, have acquired intellectual skills and qualifications in a particular area of endeavor that has been generally accepted as a profession. All such contracts shall require approval in accordance with the policy's approval limits and the City Code. The Cybarworks agreement falls under the professional services category.

This contract has been reviewed by attorneys at Pierce and Coleman and Steve Cooper, the City Attorney. Both attorneys agree with the terms, conditions, and contractual language of the contract. Additionally, they added Arizona-specific statutes that are required for municipal contracting.

FISCAL IMPACT:

The fiscal impact for FY 26-27 will be $168,000. This contract is split between the following funds: General, Streets, Water, Wastewater, and Sanitation.

Approved as to Form:



Stephen R. Cooper, City Attorney

MANAGED INFORMATION TECHNOLOGY SERVICES AGREEMENT

City of Eloy and CybarWorks, Inc.

This Managed Information Technology Services Agreement ("Agreement") is entered into and effective as of July 1, 2026 ("Effective Date"), by and between the City of Eloy, an Arizona municipal corporation ("Client" or "City"), and CybarWorks, Inc., an Arizona corporation ("Service Provider" or "CybarWorks"). The City and CybarWorks may collectively be referred to as the "Parties."

1. PURPOSE AND INTENT

The purpose of this Agreement is to establish a comprehensive managed information technology services relationship between the City and CybarWorks for the support, administration, maintenance, cybersecurity protection, and operational management of the City's information technology systems and infrastructure.

The Parties intend for this Agreement to define service expectations, operational responsibilities, cybersecurity obligations, compliance requirements, reporting standards, transition obligations, and compensation for services rendered.

2. TERM OF AGREEMENT

2.1 Initial Term

This Agreement shall commence on July 1, 2026, and continue through June 30, 2027, unless terminated earlier pursuant to this Agreement.

2.2 Renewal

Upon expiration of the initial term, the Agreement may be renewed for up to three (3) additional one-year renewal terms upon mutual written agreement of the Parties and such renewals may be made administratively on the part of the City.

2.3 Non-Appropriation and Governmental Necessity

Notwithstanding any provision herein, continuation of this Agreement beyond the current fiscal year is contingent upon appropriation and availability of funds by the Eloy City Council.

If funds are not appropriated or otherwise made available, the City may terminate this Agreement without penalty upon written notice to CybarWorks.

The City may also terminate this Agreement without penalty due to:

- Budget reductions;
- Operational necessity;
- Governmental restructuring;

- Reorganization of municipal services;
- Procurement changes;
- Legal or regulatory requirements.

No elected official, employee, or agent of the City has authority to bind future appropriations.

3. DEFINITIONS

For purposes of this Agreement:

- "City Data" means all information, records, electronic data, credentials, systems information, documents, emails, files, and digital assets owned or maintained by the City.
- "Cybersecurity Incident" means any actual or suspected unauthorized access, ransomware event, malware infection, denial of service event, credential compromise, data breach, or other security event affecting City systems.
- "Supported Systems" means City-owned or City-authorized systems covered under this Agreement.
- "Administrative Credentials" means all privileged accounts, passwords, MFA methods, encryption keys, certificates, API keys, tenant administration accounts, and system-level authentication mechanisms.

4. SCOPE OF SERVICES

CybarWorks shall provide comprehensive managed IT services for authorized City systems and personnel.

4.1 Helpdesk and End-User Support

Services shall include:

- Remote and onsite technical support;
- Helpdesk ticket intake and management;
- Hardware and software troubleshooting;
- Password resets;
- User account support;
- Printer and peripheral support;
- Microsoft 365 support;
- Basic technology orientation and assistance;
- Escalation management.

4.2 Staffing Requirements

CybarWorks shall provide:

- One (1) full-time onsite Helpdesk Technician during standard business hours;
- Qualified remote engineering personnel;
- Escalation support from senior engineers when necessary.

All personnel assigned onsite shall:

- Successfully complete background checks acceptable to the City;
- Maintain professional conduct standards;
- Wear visible identification while onsite;
- Comply with City workplace and security policies.

4.3 Remote Monitoring and Management

CybarWorks shall provide:

- Remote monitoring tools;
- Device health monitoring;
- Patch deployment;
- Antivirus and EDR monitoring;
- System alerting;
- Performance analysis;
- Automated maintenance;
- Service outage notifications.

4.4 Network Administration

Services shall include:

- Firewall management;
- Switch administration;
- Wireless support;
- VPN support;
- DNS and DHCP administration;
- Network monitoring;

- Internet provider coordination;
- Network troubleshooting.

4.5 Endpoint Management

CybarWorks shall provide:

- Endpoint deployment assistance;
- Endpoint security configuration;
- Patch management;
- Antivirus administration;
- Asset inventory assistance;
- Device lifecycle recommendations.

4.6 Microsoft 365 and Cloud Services

CybarWorks shall provide support for:

- Exchange Online;
- Microsoft Teams;
- SharePoint;
- Azure Active Directory;
- MFA administration;
- User licensing administration;
- Cloud troubleshooting.

4.7 Cybersecurity Services

CybarWorks shall provide commercially reasonable cybersecurity services including:

- Endpoint Detection and Response (EDR) monitoring;
- Firewall security monitoring;
- Security alert review;
- Vulnerability remediation recommendations;
- MFA enforcement assistance;
- Security patching assistance;
- Threat monitoring;

- Incident response coordination.

CybarWorks shall maintain security practices aligned with:

- CIS Critical Security Controls;
- NIST Cybersecurity Framework;
- Microsoft Security Best Practices;
- CJIS requirements where applicable.

The Parties acknowledge that cybersecurity is a shared responsibility.

The City remains responsible for:

- Timely approval of recommended remediation;
- Funding approved upgrades and replacements;
- Employee conduct and phishing susceptibility;
- Enforcement of internal security policies;
- Replacement of unsupported or obsolete systems.

CybarWorks shall not be responsible for cybersecurity incidents resulting from:

- The City's refusal to implement recommended safeguards;
- Unsupported systems;
- End-user misconduct;
- Credential sharing;
- Third-party compromises beyond CybarWorks' reasonable control.

4.8 Backup and Disaster Recovery Support

CybarWorks shall:

- Monitor backup jobs;
- Review failed backup notifications;
- Assist with restoration efforts;
- Provide disaster recovery recommendations.

CybarWorks shall document:

- Backup frequency;
- Retention schedules;

- Covered systems;
- Backup exclusions;
- Recovery procedures.

Backup monitoring services do not constitute a guarantee of recoverability, uninterrupted availability, or restoration success.

Backup integrity may be affected by:

- Preexisting corruption;
- Malware;
- Third-party infrastructure failures;
- Hardware failures;
- Unsupported systems;
- Cloud provider outages.

Extended disaster recovery or incident response activities outside the defined scope of managed services may be billed separately at applicable project or emergency support rates.

4.9 Reporting Requirements

CybarWorks shall provide monthly reporting to the City including:

- Helpdesk metrics;
- Ticket resolution statistics;
- Patch compliance summaries;
- Backup status summaries;
- Security incident summaries;
- Asset inventory changes;
- Vulnerability findings;
- Licensing summaries.

4.10 Technology Planning

CybarWorks shall provide:

- Annual infrastructure review;
- Lifecycle replacement recommendations;

- Budgetary planning recommendations;
- Technology modernization guidance.

5. ADMINISTRATIVE ACCESS AND OWNERSHIP

All Administrative Credentials associated with City systems shall remain the sole property of the City.

The City shall maintain primary ownership and administrative control over:

- Microsoft 365 tenants;
- Azure tenants;
- Domain registrations;
- Firewall administration;
- Backup systems;
- Security platforms;
- Cloud platforms;
- MFA systems.

CybarWorks shall:

- Provide updated credential documentation upon request;
- Deliver administrative access information upon termination;
- Maintain secure credential handling procedures.

Nothing herein shall prevent CybarWorks from implementing reasonable security procedures during transition periods or while resolving payment disputes, provided CybarWorks does not intentionally impair the City's operational access to systems or data.

6. CJIS COMPLIANCE

If CybarWorks personnel access criminal justice information systems or environments connected to law enforcement operations, CybarWorks shall comply with:

- FBI Criminal Justice Information Services (CJIS) Security Policy;
- Arizona Department of Public Safety CJIS requirements;
- Applicable encryption and access control standards.

CybarWorks personnel accessing CJIS environments shall complete all required background checks and security awareness requirements.

7. EXCLUDED SERVICES

The following services are excluded unless separately authorized in writing:

- Hardware purchases;
- Software licensing;
- Internet service fees;

Project work, major remediation efforts, infrastructure replacements, and cybersecurity incident recovery beyond ordinary managed support shall be separately billable unless expressly included in writing.

8. SERVICE LEVEL EXPECTATIONS

8.1 Support Methods

Support requests may be submitted through:

- Email;
- Telephone;
- Designated ticketing systems.

8.2 Support Hours

Standard support hours shall be Monday through Friday, 7:00 AM through 7:00 PM Arizona Time, excluding recognized holidays.

8.3 Response Targets

Priority	Description	Response Target
Critical	Major outage or cybersecurity incident	1 hour
High	Multi-user operational issue	Same business day
Standard	Routine support request	Next business day
Low	Informational request	2 business days

Response targets are goals only and not guaranteed resolution times.

8.4 Escalation and Performance Remedies

If CybarWorks repeatedly fails to meet service expectations, the City may require:

- Corrective action plans;
- Executive escalation meetings;
- Additional reporting;
- Service remediation measures;

- Contract termination for chronic nonperformance.

9. CITY RESPONSIBILITIES

The City shall:

- Provide reasonable access to facilities and systems;
- Maintain legally required software licenses;
- Designate authorized points of contact;
- Promptly report technical issues;
- Review and approve recommendations;
- Cooperate with troubleshooting and incident response.

The City retains ownership of all City Data.

10. COMPENSATION

10.1 Monthly Managed Services Fee

The City shall compensate CybarWorks in the amount of:

$14,000.00 per month for services described in this Agreement.

10.2 Additional Services

Service Type	Rate
Standard Consulting	$95.00 per hour
Emergency or After-Hours Support	$250.00 per hour
Approved Travel Outside Eloy	Actual cost

10.3 Change Orders

Any material expansion of scope shall require a written change order approved by authorized City personnel prior to commencement.

10.4 Invoicing

Invoices shall be payable within thirty (30) calendar days after receipt and approval.

10.5 Suspension for Nonpayment

If undisputed invoices remain unpaid more than forty-five (45) days after the due date, CybarWorks may suspend noncritical services upon written notice to the City.

CybarWorks shall continue to make commercially reasonable efforts to avoid interruptions to critical municipal operations during payment disputes.

11. CYBERSECURITY INCIDENTS AND BREACH NOTIFICATION

CybarWorks shall notify the City as soon as reasonably practicable, but no later than twenty-four (24) hours after discovery of any actual or suspected Cybersecurity Incident involving City systems or data.

CybarWorks shall:

- Preserve logs and evidence;
- Cooperate with investigations;
- Assist with remediation;
- Provide incident documentation;
- Participate in recovery efforts.

CybarWorks shall not make public statements regarding City incidents without the City's written approval, unless legally required.

The Parties acknowledge that no cybersecurity service, software, monitoring platform, or managed service can guarantee prevention of all cybersecurity incidents, unauthorized access, ransomware attacks, or service interruptions.

CybarWorks does not warrant uninterrupted operation or guaranteed prevention of security events.

12. DATA PROTECTION AND AI RESTRICTIONS

CybarWorks shall:

- Protect City Data using commercially reasonable safeguards;
- Limit access to authorized personnel;
- Maintain appropriate administrative, technical, and physical controls.

CybarWorks shall not:

- Use City Data to train artificial intelligence systems;
- Upload City Data into public AI platforms;
- Share City Data with AI vendors or third parties without written City authorization.

13. CONFIDENTIALITY AND PUBLIC RECORDS

13.1 Confidential Information

Each Party shall protect confidential information received during performance of this Agreement.

13.2 Arizona Public Records Compliance

The Parties acknowledge that the City is subject to Arizona public records laws.

The City cannot guarantee confidentiality where disclosure is required by law.

CybarWorks shall clearly identify records considered confidential at the time of disclosure.

The City will assume no liability for the release of records required by law.

13.3 Records Retention

CybarWorks shall maintain records in accordance with applicable Arizona public records retention requirements.

CybarWorks shall not destroy City records without written authorization.

14. INSURANCE REQUIREMENTS

CybarWorks shall maintain the following minimum insurance coverage:

Coverage	**Minimum Amount**
Commercial General Liability	$1,000,000
Professional Liability / E&O	$1,000,000
Cyber Liability	$1,000,000
Automobile Liability	$1,000,000
Workers Compensation Statutory	Statutory

Cyber liability insurance shall include coverage for:

- Ransomware events;
- Privacy liability;
- Data breach response;
- Incident response costs;
- Business interruption;
- Regulatory defense;
- Cyber extortion where available.

The City shall be named as an additional insured where applicable.

Policies shall provide notice of cancellation to the City.

Certificates of insurance shall be provided upon request.

15. INDEMNIFICATION

To the fullest extent allowed by law, CybarWorks shall indemnify, defend, and hold harmless the City and its officers, employees, and agents from third-party claims arising directly from:

- The negligence of CybarWorks;
- Willful misconduct;
- Intentional violations of law.

CybarWorks shall not be responsible for indirect, speculative, or consequential damages including:

- Public safety interruption claims;
- Reputational damages;
- Lost revenue claims;
- Economic impact claims.

The City shall indemnify CybarWorks for claims arising solely from:

- Unauthorized or unlawful acts of the City;
- Failure to implement recommended safeguards;
- Use of unsupported systems after written recommendation for replacement;
- Actions of third-party vendors not controlled by CybarWorks.

16. LIMITATION OF LIABILITY

Nothing in this Agreement shall be construed as a waiver of any rights, immunities, defenses, or limitations of liability available to the City under Arizona law, including A.R.S. § 12-820 et seq.

To the fullest extent permitted by Arizona law, neither Party shall be liable for indirect, special, punitive, or consequential damages.

Except for fraud, criminal misconduct, or intentional wrongdoing, CybarWorks' total cumulative liability under this Agreement shall not exceed the greater of:

- Twelve (12) months of fees paid under this Agreement; or
- Available insurance proceeds applicable to the claim.

CybarWorks shall not be liable for:

- Zero-day attacks;

- Nation-state attacks;
- Supply-chain attacks;
- Internet outages;
- Cloud provider failures;
- Third-party software failures;
- Utility outages;
- Events outside CybarWorks' reasonable control.

The City acknowledges that managed IT services reduce risk but cannot eliminate all operational or cybersecurity risk.

17. RIGHT TO AUDIT

The City may audit CybarWorks' compliance with this Agreement including:

- Security practices;
- Insurance compliance;
- Service records;
- Licensing compliance;
- Cybersecurity controls;
- Invoice verification;
- Labor hour validation;
- Subcontractor compliance;
- Procurement compliance.

Audits shall:

- Occur during normal business hours;
- Be reasonably limited in scope;
- Protect proprietary vendor information;
- Avoid unnecessary disruption of operations.

CybarWorks shall not be required to disclose proprietary methodologies, confidential third-party information, or unrelated operational records.

18. SUBCONTRACTORS, ASSIGNMENT, AND OWNERSHIP CHANGES

CybarWorks shall not subcontract material services affecting City systems without prior written City approval.

Approved subcontractors shall remain subject to all confidentiality, cybersecurity, insurance, and compliance obligations under this Agreement.

CybarWorks shall not assign, transfer, sell, merge, or otherwise convey this Agreement or substantially all related operational control without prior written approval of the City, which approval shall be at the sole discretion of the City.

The City may terminate this Agreement if CybarWorks:

- Files bankruptcy;
- Becomes insolvent;
- Ceases operations;
- Enters receivership;
- Experiences a material ownership change deemed unacceptable by the City.

19. PERSONNEL COMPLIANCE

CybarWorks certifies compliance with:

- Arizona E-Verify requirements;
- Applicable labor laws;
- Anti-discrimination laws;
- Drug-free workplace requirements.

CybarWorks further certifies that it is not debarred or prohibited from contracting with public entities.

20. INTELLECTUAL PROPERTY AND WORK PRODUCT

All documentation, configurations, diagrams, and work product specifically developed for the City under this Agreement shall become the property of the City.

CybarWorks retains ownership of:

- Proprietary tools;
- Scripts;
- Automations;
- Monitoring systems;
- Templates;
- Methodologies;

- Internal processes;
- Preexisting intellectual property.

Nothing herein transfers ownership of CybarWorks proprietary systems or operational methodologies to the City.

21. INDEPENDENT CONTRACTOR

CybarWorks is an independent contractor and not an employee, partner, or agent of the City.

21A. BUSINESS CONTINUITY REQUIREMENTS

CybarWorks shall maintain commercially reasonable business continuity and disaster recovery capabilities sufficient to support continuity of services.

CybarWorks shall maintain:

- Disaster recovery procedures;
- Secure backup practices;
- Incident response procedures;
- Operational redundancy where feasible.

Upon request, CybarWorks shall provide summary documentation regarding continuity planning.

21B. DATA RESIDENCY AND ACCESS RESTRICTIONS

City Data shall not be stored outside the United States or accessed by offshore personnel without prior written City approval.

CybarWorks shall implement reasonable safeguards to prevent unauthorized international transfer of City Data.

21C. NO VENDOR LOCK-IN

CybarWorks shall utilize commercially reasonable industry-standard systems, formats, and configurations where feasible.

CybarWorks shall not intentionally implement proprietary restrictions that materially impair the City's ability to transition to another provider.

All City-owned data and documentation shall be exportable in commercially reasonable formats.

21D. ETHICS, GIFTS, AND CONFLICTS

CybarWorks certifies compliance with applicable ethics and conflict-of-interest laws, including, but not limited to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on the City's behalf, is also an employee, agent, or contractor of the other party to this agreement.

CybarWorks shall not provide gifts, kickbacks, inducements, or improper benefits to City officials, employees, or representatives.

21E. REGULATORY AND LEGAL COOPERATION

CybarWorks shall reasonably cooperate with:

- Law enforcement investigations;
- Public records requests;
- State and federal audits;
- Cybersecurity investigations;
- Regulatory compliance reviews.

21F. SECURITY TESTING AND VALIDATION

CybarWorks shall reasonably cooperate with City-authorized:

- Disaster recovery testing;
- Backup restoration testing;
- Cybersecurity tabletop exercises;
- Incident response validation activities.

21G. KEY PERSONNEL

The City reserves the right to request replacement of onsite personnel for legitimate operational, conduct, or security concerns.

Replacement personnel shall possess qualifications reasonably comparable to the personnel being replaced.

22. FORCE MAJEURE

Neither Party shall be liable for delays or failures caused by events beyond reasonable control including:

- Natural disasters;
- Utility failures;
- Internet outages;
- Labor disputes;
- Governmental actions;
- Terrorism;
- Widespread cyber events.

23. TERMINATION

23.1 Termination for Convenience

Either Party may terminate this Agreement for convenience, without cause, upon sixty (60) calendar days written notice to the other Party.

23.2 Termination for Cause

Either Party may terminate for material breach if the breach remains uncured after thirty (30) calendar days written notice.

23.3 Immediate Termination by City

The City may immediately terminate this Agreement for:

- Fraud;
- Criminal conduct;
- Loss of required insurance;
- Material cybersecurity negligence;
- Violation of CJIS requirements;
- Unauthorized disclosure of City Data;
- Ethical violations;
- Chronic service failures;
- Failure to maintain required certifications;
- Bankruptcy or insolvency.

23.4 Illegal or Unenforceable Provisions

If any portion of this Agreement is determined unlawful, unconstitutional, or prohibited by procurement law, the City may terminate affected portions of the Agreement without penalty.

24. TRANSITION ASSISTANCE

Upon termination or expiration of this Agreement, CybarWorks shall provide reasonable transition assistance for up to thirty (30) calendar days including:

- Credential turnover;
- Documentation delivery;
- Knowledge transfer;
- Backup transfers;
- Coordination with replacement vendors.

Extended transition services, project migration work, or after-hours transition activities may be billed at standard project rates.

CybarWorks shall not intentionally impair the City's operational access to systems or data during transition activities.

25. DISPUTE RESOLUTION

The Parties shall attempt good-faith informal resolution of disputes prior to litigation.

The Parties may mutually agree to mediation prior to formal litigation.

Venue for any litigation shall be Pinal County, Arizona.

Nothing herein shall impair the City's statutory rights, remedies, or immunities.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Arizona. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which party drafted this Agreement.

26A. PROCUREMENT AND AUTHORITY COMPLIANCE

This Agreement is contingent upon compliance with applicable procurement laws, approval requirements, and City contracting procedures.

Only authorized City officials may approve amendments, scope changes, expenditures, or contractual modifications.

No verbal authorization shall bind the City.

26B. WAIVER

Failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of future enforcement rights.

26C. SEVERABILITY

If any provision of this Agreement is determined invalid or unenforceable, the remaining provisions shall remain in full force and effect.

26D. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of the Parties and does not create rights in any third party.

26E. RATE ESCALATION LIMITATIONS

No increase in fees or rates shall occur during the initial term unless approved through written amendment executed by authorized City representatives.

Renewal-term increases, if any, shall not exceed five percent (5%) annually unless otherwise approved in writing by the City.

27. SURVIVAL

The following provisions shall survive termination:

- Confidentiality;
- Data protection;
- Public records obligations;
- Indemnification;
- Credential ownership;
- Records retention;
- Limitation of liability;
- Transition obligations.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations or agreements.

Any amendment must be in writing and signed by both Parties.

29. E-VERIFY, RECORDS, AND AUDITS.

To the extent applicable under A.R.S. § 41-4401, the CybarWorks warrants its compliance and that of its subcontractors with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). CybarWorks and/or its subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. CybarWorks and its subcontractors warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the City's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

30. NO BOYCOTT OF ISRAEL.

To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.

31. UYGHUR FORCED LABOR PREVENTION ACT (UFLPA).

CybarWorks certifies that it does not currently, and during the term of this Agreement, will not use:

a. the forced labor of ethnic Uyghurs in the People's Republic of China;

b. any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and

c. any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

32. NOTICES.

Any notice required under this Agreement must be in writing and delivered either in person, by overnight courier, by certified U.S. mail (postage prepaid), or by email. Notices are effective upon receipt if either by email or pr in person, or three business days after being deposited in the U.S. mail. Digitalized signatures and copies of signatures will have the same effect as original signatures.

a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Agreement, and his or her address for Notice delivery is:

CybarWorks, Inc.
c/o Robert Gimbel, Owner
5440 S. Lakeshore Drive
Suite 102
Tempe Az 85283
rgimbel@cybarworks.com

b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Eloy
c/o Mackenzie Letcher, City Manager
595 North C Street
Suite 103
Eloy Az 85131
mletcher@eloyaz.gov

c. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

33. COUNTERPARTS.

This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

SIGNATURES

SERVICE PROVIDER	CLIENT
CybarWorks, Inc. By: _____ Name: Robert G. Gimbel Title: Chief Executive Officer	City of Eloy By: _____ Name: Andy Sutton Title: Mayor
Date: 6-25-2026	Date: _____

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.C.
Date: 7/13/2026

Date submitted: 06/17/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Acceptance of Data Access and Exchange Agreement with the Arizona Department of Transportation for the Eloy Police Department.**

TO: Mayor and City Council

FROM: Byron Gwaltney, Captain

RECOMMENDATION:
Acceptance of the Data Access and Exchange Agreement between the Eloy Police Department and the Arizona Department of Transportation for the Police Department to access Crash Records Information System (CRIS) databases and share records, information, and documents with the Arizona Department of Transportation, and to authorize the Mayor or his designee to sign any documents necessary to execute this agreement.

DISCUSSION:
The Arizona Department of Transportation (ADOT) maintains the Crash Records Information System (CRIS), which serves as the statewide repository for traffic collision reports. Approval of this agreement will allow the Eloy Police Department to electronically submit traffic collision reports to ADOT and access crash data maintained within the system.

Participation in CRIS improves the efficiency and accuracy of crash reporting by eliminating manual submission processes and providing direct access to statewide crash information. The system supports traffic safety analysis, roadway planning, grant reporting, and collision trend identification at both the local and state levels. Access to CRIS also ensures that traffic collision data investigated by the Eloy Police Department is included in Arizona's statewide crash database, which is used by ADOT and other public safety agencies to identify safety concerns and prioritize transportation improvements.

The proposed agreement is an administrative requirement established by ADOT to authorize connectivity, establish data security standards, and define the responsibilities of both parties regarding the submission, access, and protection of crash records information. Approval of the agreement will allow the City to continue participating in the statewide crash reporting system and maintain access to critical traffic safety data.

FISCAL IMPACT:
This is a data sharing agreement with no fiscal impact on the City of Eloy.

Approved as to Form:



Stephen R. Cooper, City Attorney

ARIZONA
— DEPARTMENT OF —
TRANSPORTATION

1801 W. Jefferson St.
Phoenix, AZ 85007

KATIE HOBBS
GOVERNOR

JENNIFER TOTH
DIRECTOR

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No: **25-0011425-I**

Date:

Name of Agency: City of Eloy

Doing Business As: Eloy Police Department

Business Address: 630 North Main Street
Eloy, Arizona 85131

Mailing Address: Same as above

Telephone Number: 520.466.7324

Eloy Police Department (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ CRIS Database to submit electronic crash records.

☐ CRIS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363.

Eloy Police Department (AGENCY) is authorized to enter into this Agreement pursuant to A.R.S. § 11-251.

The AGENCY (as defined below) hereby requests authorization for connectivity to the CRIS Database and/or ACIS of the Arizona Department of Transportation. The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the CRIS Database and/or the ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means **Eloy Police Department**.

"Agreement" means this Data Access Exchange Agreement.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"CRIS" means the Crash Records Information System.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's CRIS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

Except as required by court order of A.R.S. §§ 39-121 through 39-129, AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
AZCrashFacts@azdot.gov

To AGENCY at:

Eloy Police Department
ATTN: Chief Sergio Banales
630 North Main Street
Eloy, AZ 85131
540.632.1998
sbanales@eloyaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to ADOT all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, 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 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 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 shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any

claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be canceled in accordance with A.R.S. § 38-511.

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."

Non-Availability of Funds: Every payment obligation of ADOT under this Agreement is conditioned upon the availability of funds allocated for the payment of such obligation. 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 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 or for any damages as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

CITY OF ELOY POLICE DEPARTMENT

By _____ on _____
ANDY SUTTON Date
City Mayor

By _____ on 6-17-26
SERGIO BANALES Date
Police Chief

ATTEST:

By _____ on _____
CELINE KIDWELL Date
City Clerk

APPROVED AS TO FORM:

By _____ on _____
STEPHEN R. COOPER Date
City Attorney

FOR ADOT USE ONLY

Received by _____ on _____
DAVID PORTER Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by **City of Eloy Police Department** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Project Delivery and Operations

By _____ on _____
MATT MOUL, PE Date
Division Director

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **City of Eloy Police Department** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <~~grants~~/does not grant> AGENCY authorization to access its CRIS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

City of Eloy

By _____ on _____
ANDY SUTTON Date
City Mayor

By _____ on 6-17-26
SERGIO BANALES Date
Police Chief

ARIZONA DEPARTMENT OF TRANSPORTATION
Project Delivery and Operations

By _____ on _____
MATT MOUL, PE Date
Division Director

ATTEST:

By _____ on _____
CELINE KIDWELL Date
City Clerk

APPROVED AS TO FORM:

By _____ on _____
STEPHEN R. COOPER Date
City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.D.
Date: 7/13/2026

Date submitted: 06/24/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Authorization to Utilize Pinal County Job Order Contract (JOC) No. 233828ROQ with Ellison-Mills Construction, LLC for Design and Construction Services Associated with Phase 1 of the Sunland Gin Waterline Upgrade Project in an Amount Not to Exceed $2,675,000. This project was identified and approved as part of the City's FY 2026-2027 Capital Improvement Program (CIP).**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:
Staff recommends that the City Council authorize the utilization of Pinal County Job Order Contract (JOC) No. 233828ROQ with Ellison-Mills Construction, LLC for design and construction services associated with Phase 1 of the Sunland Gin Waterline Upgrade Project in an amount not to exceed $2,675,000. Staff further recommends authorizing the City Manager to execute all necessary agreements, work orders, and related project documents.This project was identified and approved as part of the City's FY 2026-2027 Capital Improvement Program (CIP).

DISCUSSION:
The Sunland Gin Waterline Upgrade Project is a priority water infrastructure improvement identified in the City’s FY 2026–2027 Capital Improvement Program (CIP). The project is intended to improve water system reliability, increase transmission capacity, enhance fire flow capabilities, and support existing and future residential, commercial, and industrial development within the community.

The project consists of replacing aging and undersized water infrastructure and constructing new transmission mains along the Sunland Gin Road and Houser Road corridors. Existing segments of 8-inch waterline currently limit system capacity and operational flexibility within this portion of the City’s distribution network. Replacing these facilities with 12-inch water mains will improve hydraulic performance, increase available water flow and pressure during peak demand periods, enhance emergency response capabilities, and provide greater long-term resiliency for the City’s water system.

The overall project will be completed in two phases:

Phase 1 – Waterline Replacement

- Design and construction of approximately 7,200 linear feet of 12-inch water main along N. Sunland Gin Road from W. Mountain View Avenue to Tonto Road.
- Replacement of the existing 8-inch waterline.
- Installation of associated appurtenances including gate valves, fire hydrants, air release valves, fittings, and related infrastructure improvements.

Phase 2 – Waterline Extension

- Design and construction of approximately 6,050 linear feet of new 12-inch water main along N. Sunland Gin Road from Tonto Road to W. Houser Road and along W. Houser Road approximately 0.65 miles east of N. Sunland Gin Road.
- Installation of associated system components and infrastructure necessary to expand transmission capacity and support future growth.

Completion of the project will improve system redundancy, reduce maintenance concerns associated with aging infrastructure, increase operational reliability, and position the City to meet anticipated future water demands in the area.

Staff recommends utilizing Pinal County Job Order Contract (JOC) No. 233828ROQ with Ellison-Mills Construction, LLC for project delivery. The contract was competitively procured by Pinal County and remains in effect through June 27, 2027, pursuant to Amendment No. 4. Utilizing the cooperative procurement method allows the City to expedite project delivery, obtain competitively established pricing, and maintain compliance with procurement requirements.

At this time, staff is requesting authorization to proceed with Phase 1 of the project. Authorization of Phase 1 will allow Ellison-Mills Construction, LLC to begin design activities immediately and maintain the overall project schedule. Phase 2 will be presented to the City Council for consideration and approval at a future Council meeting, as the proposal for Phase 2 has already been obtained and will be brought forward at the appropriate time.

FISCAL IMPACT:
The total estimated cost of the Sunland Gin Waterline Upgrade Project is $4,925,000 and is allocated as follows:

Phase 1 – Not to Exceed $2,675,000
-Ellison-Mills Construction, LLC Proposal: $2,056,448.19
-City Contingency: $618,551.81

Phase 2 – Estimated $2,250,000
-Ellison-Mills Construction, LLC Proposal: $1,707,263.62
-City Contingency: $542,736.38

Funding for the project will be provided through the issuance of a Utility Obligation Bond authorized by the City Council on April 27, 2026. Bond proceeds will be utilized to fund construction, engineering, and related project costs. Costs incurred prior to bond issuance are eligible for reimbursement pursuant to the bond authorization.

Approval of Phase 1 at this time will allow the City to advance critical water infrastructure improvements, maintain project momentum, and ensure timely completion of design and construction activities necessary to improve service reliability and support future growth within the City's water distribution system.

Approved as to Form:



Stephen R. Cooper, City Attorney

DESIGN-BUILD PROPOSAL

Project:	**Sunland Gin Road 12” Waterline Replacement Phase 1 (Sunland Gin Road)**
Owner:	**City of Eloy**

Submitted By:	**Ellison-Mills Contracting (EMC)**
Contact:	Paul Ekstrom, Estimator
Phone:	480.208.3886
E-mail:	pekstrom@ellison-mills.com
Bid #:	HCSS 26miscestPE1A

Valid Thru:	30 days from date below
Location:	Sunland Gin Rd. from Mountain View Ave. to Tonto Rd. Alignment
Specifications:	N/A
Drawings:	To Be Developed - (Reference Attached Site Map for Location)

By: *Paul Ekstrom*

Dated:5/26/2026

ELLISON-MILLS CONTRACTING

Pricing:

Biditem	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION	1.00	LS	$ 35,689.24	$ 35,689.24
20	CONSTRUCTION SURVEY AND AS BUILTS	1.00	LS	$ 17,558.42	$ 17,558.42
30	CONSTRUCTION QUALITY CONTROL	1.00	LS	$ 17,558.42	$ 17,558.42
40	SWPPP	1.00	LS	$ 18,782.83	$ 18,782.83
50	CONSTRUCTION WATER	1.00	LS	$ 24,711.73	$ 24,711.73
60	TRAFFIC CONTROL	1.00	LS	$ 43,562.27	$ 43,562.27
70	PROJECT DESIGN FEE	1.00	LS	$ 200,253.84	$ 200,253.84
100	12" WATERLINE	7,230.00	LF	$ 127.43	$ 921,318.90
150	12" HDPE DIRECTIONAL BORE	75.00	LF	$ 240.36	$ 18,027.00
300	FIRE HYDRANT ASSEMBLIES	14.00	EA	$ 17,274.68	$ 241,845.52
400	12" INLINE GATE VALVES	21.00	EA	$ 16,464.45	$ 345,753.45
550	2" AIR/VACUUM RELEASE VALVES	8.00	EA	$ 14,237.79	$ 113,902.32
600	ABANDON IN PLACE EXISTING WATERLINE	7,305.00	LF	$ 3.89	$ 28,416.45
610	ABANDON IN PLACE EXISTING GATE VALVES	21.00	EA	$ 1,057.07	$ 22,198.47
700	CONNECT TO EXISTING WATERLINES	1.00	EA	$ 6,869.33	$ 6,869.33
	Bid Total				**$ 2,056,448.19**

Exclusions:

1. Permits.
2. Right Of Way and/or Easement Acquisition (if applicable)
3. Work within ADOT ROW
4. City of Eloy Landfill Dump Fees.
5. Weekend or Holiday Work.
6. Dewatering.
7. Removal of unsuitable material / “demucking.”
8. Removal of any underground items which may be encountered and cannot be seen above the existing ground, and not noted on the drawings, including but not limited to wells, piping, and concrete. Removal of underground items will be an addition to the contract price of work at mutually agreeable prices.

Clarifications:

1. Resource Volatility:
    a. In the event of a price increase of at least ten percent (10%) between EMC’s bid-based cost and EMC’s actual purchase cost of material or equipment, or a constituent of such material or equipment, to be incorporated into the

Work or necessary for the performance of the Work ("Resources"), the contract sum shall be equitably adjusted by change order to reflect such cost impact.

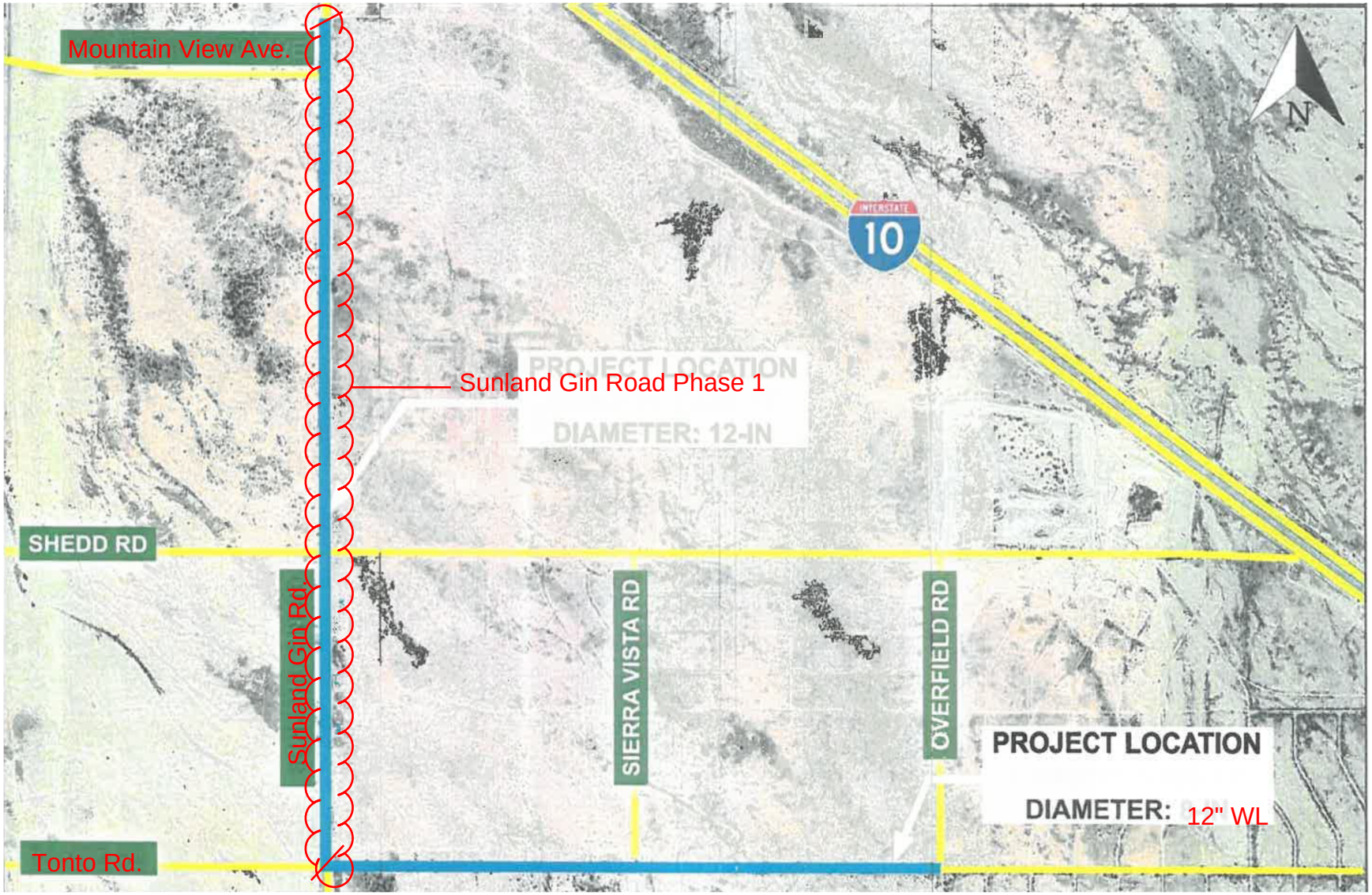
b. If Resources are unavailable, due to supply chain issues or otherwise at no fault of EMC, any resultant delay shall be considered a force majeure event. In such a case, EMC shall not be liable or responsible, nor be deemed to have in default or breach of the contract. The contract time shall be equitably adjusted by change order to reflect such delay.

2. Assumes EMC has full control over work area with no site encumbrances.
3. Upon field measurements and verifying existing slopes, quantities may need to be adjusted.

Conditions:

1. This proposal assumes mutually agreeable commercial and legal terms will be reached.
2. This proposal is priced as a package of all items listed in the pricing schedule above. Prices are subject to change should any above items of work be deleted. This is due to fixed costs spread among all the work items.
3. Unless the words "Lump Sum" or "LS" appear next to the price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price.
4. Project Design will be completed by EMC utilizing a Professional Service Agreement with Wilson & Company, Inc., Engineers & Architects (Wilson & Company). Please reference attached Wilson & Company Scope Proposal of Design Phase Services.
5. EMC will complete the project design and work, in accordance with a mutually agreeable schedule.
6. Proposal is contingent upon EMC's satisfaction with credit conditions.
7. Payment due net 30 days following receipt of invoice.
8. Proposal assumes the contract clarifications, exclusions, and conditions listed herein will be incorporated into the contract.

- END -


Mountain View Ave.
Sunland Gin Road Phase 1
PROJECT LOCATION
DIAMETER: 12-IN
SHEDD RD
Sunland Gin Rd.
SIERRA VISTA RD
OVERFIELD RD
PROJECT LOCATION
DIAMETER: 12" WL
Tonto Rd.
INTERSTATE
10
N

DESIGN-BUILD PROPOSAL REV 1

Project:	**Sunland Gin Road 12" Waterline Replacement Phase 2 (Includes New Waterline along Houser Road)**
Owner:	**City of Eloy**

Submitted By:	**Ellison-Mills Contracting (EMC)**
Contact:	Paul Ekstrom, Estimator
Phone:	480.208.3886
E-mail:	pekstrom@ellison-mills.com
Bid #:	HCSS 26miscestPE1B

Valid Thru:	30 days from date below
Location:	Sunland Gin Rd. from Tonto Rd. Alignment to Houser Rd., and Houser Rd. from Sunland Gin Rd. to approximately 3,400' east of Sunland Gin Rd.
Specifications:	N/A
Drawings:	To Be Developed - (Reference Attached Site Map for Location)

By: *Paul Ekstrom*

Dated:6/8/2026

Pricing:

Bid Item	Description	Quantity	Units	Unit Price	Bid Total
10	MOBILIZATION	1.00	LS	$ 24,936.91	$ 24,936.91
20	CONSTRUCTION SURVEY AND AS BUILTS	1.00	LS	$ 14,571.30	$ 14,571.30
30	CONSTRUCTION QUALITY CONTROL	1.00	LS	$ 14,571.30	$ 14,571.30
40	SWPPP	1.00	LS	$ 15,587.41	$ 15,587.41
50	CONSTRUCTION WATER	1.00	LS	$ 20,507.66	$ 20,507.66
60	TRAFFIC CONTROL	1.00	LS	$ 36,151.26	$ 36,151.26
70	PROJECT DESIGN FEE	1.00	LS	$ 166,185.76	$ 166,185.76
100	12" WATERLINE	6,000.00	LF	$ 127.43	$ 764,580.00
150	12" HDPE DIRECTIONAL BORE	75.00	LF	$ 240.36	$ 18,027.00
200	12" X 8" TEE WITH 8" GATE VALVE & BLIND FLANGE	1.00	EA	$ 4,477.62	$ 4,477.62
300	FIRE HYDRANT ASSEMBLIES	12.00	EA	$ 17,274.68	$ 207,296.16
400	12" INLINE GATE VALVES	17.00	EA	$ 16,464.45	$ 279,895.65
550	2" AIR/VACUUM RELEASE VALVES	6.00	EA	$ 14,237.79	$ 85,426.74
600	ABANDON IN PLACE EXISTING WATERLINE	6,000.00	LF	$ 3.89	$ 23,340.00
610	ABONDON IN PLACE EXISTING GATE VALVES	17.00	EA	$ 1,057.07	$ 17,970.19
700	CONNECT TO EXISTING WATERLINES	2.00	EA	$ 6,869.33	$ 13,738.66
	Bid Total				**$ 1,707,263.62**

Exclusions:

1. Permits.
2. Right Of Way and/or Easement Acquisition (if applicable)
3. Work within ADOT ROW
4. City of Eloy Landfill Dump Fees.
5. Weekend or Holiday Work.
6. Dewatering.
7. Removal of unsuitable material / “demucking.”
8. Removal of any underground items which may be encountered and cannot be seen above the existing ground, and not noted on the drawings, including but not limited to wells, piping, and concrete. Removal of underground items will be an addition to the contract price of work at mutually agreeable prices.

Clarifications:

1. Resource Volatility:
    a. In the event of a price increase of at least ten percent (10%) between EMC’s bid-based cost and EMC’s actual purchase cost of material or equipment, or a constituent of such material or equipment, to be incorporated into the Work or necessary for the performance of the Work (“Resources”), the

contract sum shall be equitably adjusted by change order to reflect such cost impact.

b. If Resources are unavailable, due to supply chain issues or otherwise at no fault of EMC, any resultant delay shall be considered a force majeure event. In such a case, EMC shall not be liable or responsible, nor be deemed to be in default or breach of the contract. The contract time shall be equitably adjusted by change order to reflect such delay.

2. Assumes EMC has full control over work area with no site encumbrances.
3. Upon field measurements and verifying existing slopes, quantities may need to be adjusted.

Conditions:

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2. This proposal is priced as a package of all items listed in the pricing schedule above. Prices are subject to change should any above items of work be deleted. This is due to fixed costs spread among all the work items.
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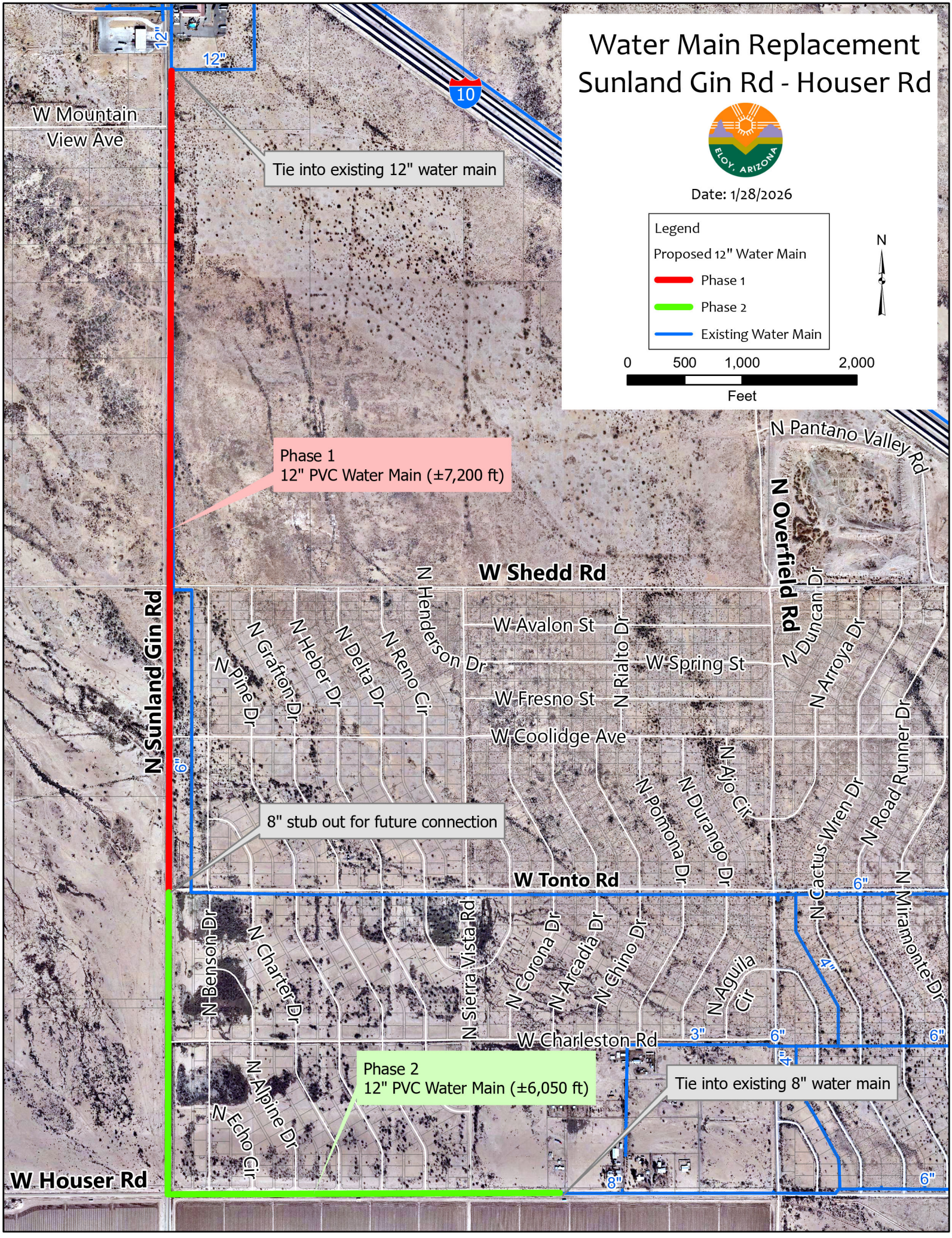
5. EMC will complete the project design and work, in accordance with a mutually agreeable schedule.
6. Proposal is contingent upon EMC’s satisfaction with credit conditions.
7. Payment due net 30 days following receipt of invoice.
8. Proposal assumes the contract clarifications, exclusions, and conditions listed herein will be incorporated into the contract.

- END -


Water Main Replacement
Sunland Gin Rd - Houser Rd
ELOY, ARIZONA
Date: 1/28/2026
Legend
Proposed 12" Water Main
Phase 1
Phase 2
Existing Water Main
N
0
500
1,000
2,000
Feet
Tie into existing 12" water main
Phase 1
12" PVC Water Main (±7,200 ft)
8" stub out for future connection
Phase 2
12" PVC Water Main (±6,050 ft)
Tie into existing 8" water main
W Mountain View Ave
N Pantano Valley Rd
N Overfield Rd
W Shedd Rd
N Sunland Gin Rd
W Tonto Rd
W Charleston Rd
W Houser Rd
W Avalon St
W Spring St
W Fresno St
W Coolidge Ave
N Henderson Dr
N Reno Cir
N Delta Dr
N Heber Dr
N Grafton Dr
N Pine Dr
N Rialto Dr
N Duncan Dr
N Arroya Dr
N Road Runner Dr
N Cactus Wren Dr
N Miramonte Dr
N Ajo Cir
N Durango Dr
N Pomona Dr
N Sierra Vista Rd
N Corona Dr
N Arcadia Dr
N Chino Dr
N Aguila Cir
N Benson Dr
N Charter Dr
N Alpine Dr
N Echo Cir
12"
10
6"
4"
3"
8"

PINAL COUNTY

Contract 233828ROQ
JOC Civil Construction Services

THIS CONTRACT is entered into by and between Pinal County, (County), whose primary address is 31 N. Pinal St., Bldg. A., Florence, AZ 85132 and Ellison-Mills Construction LLC, (Contractor), whose primary address is 3152 N. Lear Ave. Ste 2, Casa Grande, AZ 85122.

1. CONTRACT TERM. The resultant contract term will commence on June 28, 2023, and will continue for one (1) year unless canceled, terminated, renewed, or permissibly extended. The County has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The County shall have the sole option to extend the term of this contract up to a maximum of four (4) additional one-year terms, or at the County's sole discretion, extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document for each job order, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

   Contractor will visit those physical locations where the priced work is to be carried out for each job order and to understand and account for local conditions that might affect the work, and will review, verify, and interpret for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the County, and any necessary interfaces with others.

4. PRICING

   4.1 Most Favored Customer Pricing.
   Contractor warrants that, for the term of the contract, the prices, rates, discounts, terms, and benefits set out in the proposal, including any subsequent agreed upon amendment to it, will be equal to or better than the lowest prices, best rates, largest discounts, and most favorable terms and benefits, both separately and in combination, at which Contractor sells equivalent items. If Contractor provides more favorable pricing, rates, discounts, terms and benefits to any customer, it shall immediately apply all such pricing, rates, discounts, terms and benefits to pending County purchase orders and offer such pricing, rates, discounts, terms and benefits for all future purchases made by the County.

4.2 All-Inclusive Pricing.
Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the County. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

4.3 Price Reductions and Sales Promotions.
Price reductions may be submitted to or requested by the County for consideration at any time during the life of the contract. Promotions or reductions to sell existing inventory/stock and to include special manufacturer assistance are allowable.

4.4 Price Increase.
The Procurement Officer may review a fully documented request for a rate increase only after the contract has been in effect for two (2) years. Any requested rate increase(s) shall be based on an unmitigatable cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated to the cost of the goods or services contractually covered.

Any request for rate increase will only be considered at the time of a contract extension and must be submitted ninety (90) days prior to the adjustment. Any request for rate increase shall be a factor in the extension review process and if approved, be implemented by a formal contract change order. The County will have the right to request and receive additional information, statistics, financial records etc., and to direct the content, form, and format of presentation as it deems necessary to validate the Contractor's request for a rate adjustment. Failure to respond to the County's request within the time frames specified will nullify the Contractor's request. The County will determine whether the requested rate increase or alternate option is in its best interest and adjustments will be subject to availability of monies appropriated, if applicable.

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the County requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. If prior approval is not received, the Contractor may be subject to sanctions. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the County's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the County.

5. TIME OF COMPLETION. Contractor covenants and agrees at its own proper cost and expense, to complete all work for the construction of assigned Job Orders and to completely construct the same and provide the services therein, as called for by this agreement free and clear of all claims, liens and charges whatsoever, in the manner and under the conditions specified within the time, or times, stated in the Job Order.

6. INVOICING AND PAYMENTS.

6.1 Invoices.
The Contractor shall submit detailed, itemized monthly invoices before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. County bill-to name and contact information
c. Contract Number
d. County purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized cost as outlined in the Job Order Proposal

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

financeinvoices@pinal.gov
Pinal County Finance Department
Attn: Accounts Payable
PO Box 1348
Florence, AZ 85132

6.2 Job Order Cost Proposal Structure. For each Job Order, the Contractor shall prepare a Job Order Cost Proposal with the sufficient level of cost detail as required by the County. Cost detail may include, but is not limited to: schedule of values, work schedule, direct labor cost and fringe benefits, direct material costs (supported by quotes), cost of subcontractors (supported by quotes), and allowable indirect costs (includes insurance). The Contractor shall utilize the markups established in the JOC Bid Table to calculate the overhead and profit for all Job Order Cost Proposals, unless otherwise requested by the County. Profit on subcontractors/subconsultants shall not exceed five (5) percent.

6.3 Progress Payments. Should an individual Job Order require more than thirty (30) days to complete, the County shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the County, on estimates of Work completed submitted by the Contractor and approved by the County. Contractor shall use an acceptable invoice from and shall include supporting documents to reflect a breakdown of the total price showing the amount included therein for each principal category of

the Work, in such detail as requested, to provide a basis for determining progress payments. In the estimation of Work completed, the County will authorize payment for material delivered on the site and preparatory work done if Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform the Work.

6.4 Owner's Property. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the County. But this provision shall not be construed as:

a. Relieving the Contractor from the sole responsibility for all material and Work upon which payments have been made or the restoration of any damaged Work; or
b. Waiving the right of the County to require the fulfillment of all the terms of the Contract.

6.5 Approval and Certification. An estimate of the Work submitted shall be deemed approved and certified for payment after seven days from the date of submission unless before that time the County or the County's agent prepares and issues a specific written finding setting forth those items in detail in the estimate of the Work that are not approved for payment under this contract. The County may withhold an amount form the progress payment sufficient to pay the expenses the County reasonably expects to incur in correcting the deficiency set forth in the written finding. The progress payment shall be paid on or before thirty days after the estimate of the Work is certified and approved. The estimate of the Work shall be deemed received by the County on submission to any person designated by the County for the submission, review or approval of the estimate of Work.

6.6 Unpaid Amounts. The County shall pay all unpaid amounts due the Contractor under this Contract within thirty (30) days after;

a. Completion and acceptance of the Work;
b. Presentation of a properly executed invoice;
c. Presentation of a fully executed Certificate of Performance provided by the County; or
d. Consent of Contractor's surety, if any.

6.7 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the County's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

6.8 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the County within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

6.9 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The County shall make every effort to process payment for acceptable goods or services within thirty (30) calendar days after receipt of said items/services and a correct invoice.

6.10 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the County will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

6.11 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the County.

6.12 Availability of Funds. By A.R.S. § 35-154, every County payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the County may terminate the contract at the end of the period for which funds are available, or, at County's discretion, allow appropriate amendment to the contract. No liability will accrue to County if it exercises the foregoing right or discretion, and County will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

7. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

8. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated herein.

9. PUBLIC RECORD. This contract is a public record and must be retained by the County for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the County.

10. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

    a. Written Contract Amendments
    b. Contract
    c. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
    d. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
    e. Contract Exhibit(s) C (i.e. Responder’s Proposal Documents)
    f. Other Contract Exhibits
    g. Orders, in reverse chronological order

11. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an

employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

12. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

13. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

14. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

15. CONTRACT ADMINISTRATION AND OPERATION.

15.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

County	Contractor
Name: Lorina Gillette	**Name: Jason DeCarlo**
Address: PO Box 1348 **Florence, AZ 85132**	**Address: 3152 N. Lear Ave. Ste 2** **Casa Grande, AZ 85122**
Title: Procurement Officer	**Title: Owner**
Email: Purchasing@Pinal.gov	**Email:** jdecarlo@ellison-mills.com

An authorized County representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

15.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the County do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized County user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized County user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

15.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of

§ 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the County during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the County at all reasonable times or produce the records at a designated County office on the County's demand, the choice of which being at the County's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

15.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

15.5 Inspection and Testing. Per A.R.S. § 41-2547, the County may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The County may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the County reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the County of those things.

15.6 Acceptance of Work.

a. Materials. The County has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The County may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The County will not owe Contractor any payment for rejected materials, and the County may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the County has agreed to permit repair instead of demanding replacement.

b. Services. The County has the right to make acceptance of services subject to acceptance criteria. The County may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether

stated directly or by reference to another document, standard, reference specification, etc. The County will not owe Contractor any payment for un-accepted services; and the County may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the County's rejection.

15.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that County has Government Purpose Rights to that work product as and when it was delivered to County.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the County is a party; (ii) the right to release or disclose that work product to third parties for any County purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any County purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the County hereunder.

15.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the County. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and County, nor shall the same create any obligation on the part of the County to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

15.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

15.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the County retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

15.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the County or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the County network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

15.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) County makes no commitment of any kind concerning the quantity or monetary value of activity, work or services actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) County is not limited as to the number of orders it may issue for the contract.

15.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of Pinal County. The County reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The County reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the County.

15.14 Additions and Deletions to Contract. The County reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

15.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. Pinal County is subject to all applicable state and local transaction privilege taxes. The County is exempt from certain federal excise tax on manufactured goods. The County will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with County unless not required by law.

15.16 Eligible Agencies. This contract shall be for the permissive use by Pinal County. The County has entered into various cooperative purchasing agreements with other Arizona government entities in order to conserve resources, reduce overhead and purchase costs and improve delivery time. The contract resulting from this Solicitation may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of the Contractor. Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The County shall not be responsible for any disputes arising out of transactions made by others. Contractor shall sell to cooperative entity at the same price and on the same lead times and other terms and conditions on which it sells to the County, with the sole exception of any legitimately additional costs for extraordinary shipping or delivery requirements if the cooperative entity is having materials delivered or installed or services performed at locations not contemplated in the contracted pricing (e.g. delivery at a location outside Arizona).

15.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the County to coordinate efforts, ease the transition, and minimize disruption in the County's operations. The County may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the County anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the County to ensure a smooth and complete transfer. The County's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the

incoming supplier. During the outgoing transition, the County may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

15.18 Other Contractors. The County may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the County's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the County instructs regarding the necessary transfer of its work product, services, or records to the County or the other suppliers. Contractor shall not commit or permit any act that interferes with the County's or other suppliers' performance of their work, provided that, the County shall enforce the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

15.19 Work on County Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with County's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on County grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under Pinal County Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a County building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any County facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the County needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the County will be entitled to exercise its remedies under paragraph 17.5 "Right to Offset."

15.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

15.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15.22 Use of Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the use of forced labor, any goods produced by forced labor or contractors or subcontractors that utilize the forced labor of Ethnic Uyghurs in the People's Republic of China is prohibited. Written certification that the contractor complies with this provision shall be submitted to the County. If written certification has been submitted, and the contractor later determines that it is not in compliance with this provision, it shall notify the County within five (5) business days. If the County does not receive notification that within one hundred and eighty (180) days of finding the violation, the company has remedied the violation of this section, the contract will terminate. If the contract naturally or otherwise terminates before the end of the one hundred and eighty (180) day remedy period, the contract terminates on the contract termination date.

16. PERFORMANCE OF WORK:

16.1 Job Order Agreement. Performance of the Work shall be undertaken only upon the issuance of written Job Order Purchase Orders by the County. Job Orders shall be in accordance with the requirements specified in the Statement of Work and shall set forth, with the necessary particularity, the following:

a. Contract number along with the Job Order Contractor's name;
b. Job Order number and date;
c. The agreed Work and applicable technical specifications and drawings;
d. The agreed period of performance and, if required by the County, a work schedule;
e. The place of performance;
f. The agreed total price for the Work to be performed;
g. Submittal requirements;
h. The County's authorized representative who will accept the completed Work;
i. Signatures by parties hereto signifying agreement with the specific terms of the Job Order; and
j. Such other information as may be necessary to perform the work.

16.2 Job Order Contractor Duties and Obligations.

a. Permits & Responsibilities. Job Order Contractor shall be responsible for processing of drawings for approval by appropriate oversight bodies; for obtaining any necessary licenses and permits; and for complying with any Federal, State and municipal laws, codes and regulations applicable to the performance of the Work. The county will reimburse Contractor for the actual, documented costs of construction permits required for the performance of the Work. Contractor shall also be responsible for all damages to persons or property that occur as a result of Contractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of Work which may have been accepted under the Contract.

b. Self-Performance by the Job Order Contractor. The Job Order Contractor shall be allowed to bid as a subcontractor for work over $50,000 and if it is the lowest acceptable bidder. Any change orders for self-performed work shall require pre-approval by the County.

c. Jobsite Superintendent. During performance of a Job Order and until the Work is completed and accepted, Contractor shall directly superintend the Work or assign a competent superintendent who will

supervise the performance of Work and is satisfactory to the County and has authority to act for Contractor.

Contractor will ensure that the site supervisor for the project is English proficient and that there is at least one English proficient person at the construction site at all times work is being performed in order to communicate with the County's project manager.

d. Construction Layout. Contractor shall lay out its work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the Work. Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the Work. Contractor shall also be responsible for maintaining and preserving all control points established by the County.

e. Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the County Engineer or his/her designee. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405 and Standard Details. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no cost to the County. Contractor and his sureties shall be liable for correct replacement of disturbed survey benchmarks except where the County elects to replace survey benchmarks using their own forces.

f. Traffic Regulations. All traffic affected by this construction shall be regulated in accordance with City of Phoenix – Traffic Barricade manual, latest edition.

At the time of the pre-construction meeting, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures as necessary. At the same time the County will designate a representative who will be responsible to see that all traffic control and any alternations are implemented and monitored to the extent that traffic is carried throughout the work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazards and accidents.

All traffic control devices required for this project shall be the responsibility of the Contractor. The Contractor shall place advance warnings; REDUCED SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS signs in accordance with the Traffic Barricade Manual.

The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights signals and signs, and shall take all necessary precautions for the protection of the work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

All barricades and obstructions shall be illuminated at night and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design, generally accepted for such purposes.

The Contractor shall insure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the County at lease forty eight (48) hours in advance for County personnel to temporarily relocate said signs. The County Engineer or designee will re-set all traffic and street name signs to permanent locations when notified by the Engineer that construction is complete unless otherwise stated in the specifications. Payment for this item shall be made at the agreed upon contract allowance price for Traffic Control.

When determined necessary by the Contractor, an off-duty Pinal County Sheriff Deputy shall be used for traffic control. Pinal County uses Off Duty Management for scheduling of off duty deputies. Contractors must use the following link https://odm.officertrak.com/Pinal-Co-AZ-SO/auth/signin?next=%2F to arrange for off duty deputies and view hourly rates.

The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible.

Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Provide a flagman or officer to assist with this operation.

During construction it may be necessary to alter traffic control. Alterations shall be in accordance with the Traffic Barricade Manual.

No street within the project may be closed to through traffic or to local emergency traffic without prior written approval of the County Engineer. Written approval may be given if sufficient time exists to allow for notification of the public, at least two (2) days, in advance of such closing. Partial closure of streets within the project shall be done in strict conformity with written directions to be obtained from the County Engineer.

Caution should be used when excavating near intersections with traffic signal underground cable. Notify the County Engineer twenty four (24) hours in advance of any work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the County Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off duty Sheriff's Deputy to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the County Engineers satisfaction. Magnetic detector loops shall under no circumstances be spliced.

The Contractor shall address how local access to adjacent properties will be handled in accordance with the specifications herein.

Where crossings of existing pavement occur, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow as determined by the County Engineer or his/her designee. If plates cannot be used, crossings shall be back-filled or the Contractor shall provide a detour.

g. Operations & Storage. Contractor shall confine all operations (including storage of materials) to areas authorized by the County.

h. Cleaning Up & Refuse Disposal. Contractor shall at all times keep the site, including storage areas, free from accumulations of waste materials. Before completing the Work, Contractor shall remove from the premises any rubbish, tools, scaffolding, equipment and materials that are not the property of the County. Upon completing the Work, Contractor shall leave the site in a clean and orderly condition satisfactory to the County.

Final cleanup of the premises shall be included in the period of performance of the Job Order.

Contractor shall be responsible for all construction refuse disposal containers and their removal from the site.

Disposal of any hazardous materials not addressed and priced in the Job Order will be segregated for disposal by the County unless the County requires the Contractor to dispose of the materials, in which case, an equitable adjustment in the price will be negotiated and agreed.

i. Existing Improvements and Utilities. Contractor shall protect from damage all existing improvements and utilities to or near the site and on adjacent property of third parties, the locations of which are made known to or should be known by the Contractor. Contractor shall repair any damage to those facilities, including those that are the property of third parties, resulting from failure to comply with the requirements of the Job Order or failure to exercise reasonable care in performing the Work. If Contractor fails or refuses to repair the damage promptly, the County may have necessary repair work performed and charge the cost to the Contractor.

j. Safety. Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act 1970 (OSHA), all applicable state and local laws, ordinances and regulations during the performance of the Work. Contractor shall indemnify the County for fines, penalties and corrective measures that result from the acts of commission or omission of Contractor, its subcontractors, if any, agents, employees and assigns and its failure to comply with such safety rules and regulations.

The County reserves the right to approve and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by Owner, shall be cause for the termination of the Job Order.

16.3 Owner Rights and Obligations.

a. Suspension of Work. Owner may order Contractor, in writing, to suspend, delay or interrupt all or any part of the Work for a period of time that the County determines reasonably appropriate.

If the performance of all or any part of the Work is suspended, delayed or interrupted by an act of the County in the administration of a Job Order or by the County's failure to act within the time specified in the Job Order, an adjustment shall be made for any increase in the cost of performance of the Job Order

necessarily caused by the suspension, delay or interruption, and the Job Order will be modified in writing accordingly.

A claim under this paragraph shall not be allowed for any costs incurred more than thirty (30) calendar days before Contractor shall have notified the County in writing of the act or failure to act (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay or interruption, but not later than the date of final payment under the Job Order.

b. County's Right to Possession. The County shall have the right to take possession of or use any complete or partially completed part of the Work. Before taking possession of or using any Work, the County shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that the county intends to take possession of or use. However, failure of the county to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. County possession or use shall not be deemed an acceptance of any Work under this contract.

While the County has such possession or use, Contractor shall be relived of the responsibility for the loss of or damage of the Work resulting from the County's possession or use. Notwithstanding the terms of subparagraph 15.2.a. If prior possession or use by the County delays the progress of the Work or causes additional expenses to the Contractor, an equitable adjustment shall be made in the Job Order price or the period of performance, and the Job Order shall be modified in writing accordingly.

c. Other Contracts. The County may undertake or award other Contracts for additional work at or near the site of Work under this contract. Contractor shall fully cooperate with the other Contractors and with the County's employees and shall carefully adapt scheduling and performing the Work under this contract to accommodate the additional work, heeding any direction that may be provided by the County. Contractor shall not commit or permit any act that will interfere with the performance of its Work by any other contractor or by County employees.

d. Job Order Amendment. Job Orders may be amended by the County in the same manner as they are issued.
e. Job Order Value. The maximum Job Order value is Two Million Dollars ($2,000,000), except as provided in A.R.S.§ 34-605.

17. JOB ORDER DOCUMENTS.

17.1 Specifications and Drawings. Anything mentioned in the specifications and not shown in the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of differences between drawings and specifications, the drawings shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the County, who shall promptly make a determination in writing. Any adjustment by Contractor without such a determination shall be at its own risk and expense. The County shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.

17.2 Shop Drawings. Shop drawings include sketches, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by Contractor to explain in detail specific portions of the Work. The County may duplicate, use and disclose in any manner and for any purpose shop drawings delivered under this Contract. Shop drawings means drawings submitted to the County by the Contractor showing in detail:

a. The proposed fabrication and assembly of structural elements;
b. The installation (i.e. form, fit and attachment details) of materials or equipment, and
c. The construction and detailing of elements of the Work.

17.3 Shop Drawing Coordination. Contractor shall coordinate all shop drawings, and review them for accuracy, completeness and compliance with Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the County without evidence of Contractor's approval may be returned for resubmission. The County will indicate its approval or disapproval of the shop drawings and if not approved as submitted shall indicate County's reason therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the County shall not relive Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of the Contract, except with respect to variations described and approved in accordance with §17.4 below.

17.4 Shop Drawing Modification. If shop drawings show variations from the Job Order requirements, Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If Owner approves any such variation, Owner shall issue an appropriate Contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be used.

17.5 Shop Drawing Omissions. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relive Contractor from performing such omitted or misdescribed details of the Work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.

17.6 Owner Furnished Drawings. Contractor shall check all County furnished drawings immediately upon receipt and shall promptly notify the County of any discrepancies. Any errors or omissions in the County furnished drawings are the responsibility of the County to rectify, including associated costs. Figure marked on drawings shall be followed in preference to scale measurements. Large scale drawings shall govern small scale drawings. Contractor shall compare all drawings and verify the figures before laying out the Work and will be responsible for any errors which might have been avoided thereby.

17.7 Shop Drawing Submittal. Contractor shall submit to the County for approval an appropriate number of copies of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the County and one set will be returned to the Contractor with annotation of approval or rejection within one (1) week after submission, unless a longer review period is necessary by mutual agreement between the County and the Contractor.

17.8 Use of Job Order Documents. All drawings (to include as-built drawings), sketches, designs, design data, specifications, notebooks, technical and scientific data provided to Contractor or developed by Contractor pursuant to the contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the Work or any part hereof, shall be the property of the County and may be sued by the County without any claim by the Contractor for additional compensation, unless such material developed by Contractor does not result in an issued Job Order. In such cases, Contractor will receive reasonable reimbursement for the development of such materials before the County uses them in any manner whatsoever. In addition, the County agrees to hold the Contractor harmless to the extent permitted by law from any legal liability arising out of the County's use of such material.

18. CONTRACT CHANGES.

18.1 Contract Amendments. The contract is issued under the authority of the Pinal County Board of Supervisors. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

18.2 Signing of Contract Amendments. Contractor's counter-signature (or "approval") of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

18.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving County satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when County first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

19. JOB ORDER CHANGES.

19.1 County Changes. The County may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes to the Work within the general scope of the Job Order, including changes:

a. In the specifications (including drawings and designs);
b. In County furnished facilities, equipment, materials, services, or site; or
c. Directing acceleration in the performance of the Work, or otherwise altering the schedule for performance of the Work.

19.2 County Change Orders. Any other written order (which, as used in this paragraph, includes direction, instruction, interpretation or determination) from the County that causes a change shall be treated as a change order under this section; provided, that the Contractor gives the County timely written notice stating the date, circumstances and source of the order that Contractor regards the order as a change order.

19.3 Contract Adjustments. Except as provided in this section, no order, statement or conduct of the County shall be treated as a change under this section or entitle Contractor to an equitable adjustment hereunder.

19.4 Modification of the Job Order. If any change under this section causes an increase or decrease in Contractor's cost of or the time required for, the performance of any part of the Work under a Job Order, whether or not changed by any such order, the County shall negotiate an equitable adjustment and modify the Job Order in writing.

19.5 Contractor Proposals. Contractor must submit any proposal under this section within thirty (30) calendar days after:

a. Receipt of a written change order under §18.1 above; or
b. The furnishing of a written notice under § 18.2 above by submitting to the County a written statement describing the general nature and amount of the proposal, unless this period is extended by the County. The statement of proposal for adjustment may be included in the notice under §18.2 above.

19.6 Final Payment Limitation. No proposal from the Contractor for an equitable adjustment shall be allowed if asserted after final payment under the Job Order.

19.7 Contract Extension Justification. The Contractor shall furnish to the County a written proposal for any proposed extension in the period of performance. The proposal shall contain a price breakdown and period of performance extension justification.

19.8 Contractor Price Breakdown Structure. Contractor, in connection with any proposal it makes for a Job Order change, shall furnish a price breakdown itemized as required by the County and the pricing matrix as required in the awarded contract.

20. ARS TITLE 34 PROVISIONS.

20.1 Individual Job Order Amount. The maximum dollar amount of an individual job order shall be Two Million Dollars ($2,000,000) or such higher or lower amount prescribed by the County in an action noticed pursuant to ARS Title 38, Chapter 3, Article 3.1 or a rule adopted by the County as a maximum amount of an individual Job Order. Requirements shall not be artificially divided or fragmented in order to constitute a Job Order that satisfies this requirement.

20.2 Subcontractors. If the Contractor subcontracts or intends to subcontract part or all of the Work under a Job Order and if this Contract includes descriptions of standard individual tasks, standard unit prices for standard individual tasks and pricing of Job Orders based on the number of units of standard individual tasks in the Job Order, then:

a. The Contractor has a duty to deliver promptly to each subcontractor invited to bid a coefficient to the Contractor to do all or part of the Work under one or more Job Orders:

(1) A copy of the description of all standard individual tasks on which the subcontractor is invited to bid.

(2) A copy of the standard unit prices for the individual tasks on which the subcontractor is invited to bid.

b. If not previously delivered to the subcontractor, the Contractor has a duty to delivery promptly the following to each subcontractor invited to, or that has agreed to, do any of the Work included in any Job Order:

(1) A copy of the description of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(2) The number of units of each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

(3) The standard unit price for each standard individual task that is included in the Job Order and that the subcontractor is invited to perform.

c. The County will include the full street or physical address of each separate location at which the construction will be performed for each individual Job Order. The Contractor (and on behalf of each subcontractor at any level) hereby agrees to include in each of its subcontracts the same address information. The Contractor and each subcontractor at any level shall include in each subcontract the full street or physical address of each separate location

21. RISKS AND LIABILITIES

21.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the County at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

21.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or

Subcontractors. Failure to do so may, at the sole discretion of the County, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Minimum Scope and Limits of Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability Insurance with a limit of not less than $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations, XCU and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include Pinal County, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor, and shall insure the County to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against Pinal County and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-902(E), and when such Contractor executes the appropriate sole proprietor waiver form.

(4). Professional Liability (Errors and Ommissions Liablity), for projects involving a Design Professional. Coverage in an amount not less that $1,000,000 each claim and $1,000,000 aggregate. The policy must cover liability arising from the failure to meet the professional standards required or expected in the delivery of those services as defined in the Scope of Work of this contract.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall be primary and noncontributory with respect to any self insurance or insurance carried by the County, its agents, officials, or employees. .

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the County.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the County with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project

description and shall be sent directly to the attention of Pinal County Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the County a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the County. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The County reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The County reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

21.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant County indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those County indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies, Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to County indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a County indemnitee, Contractor hereby waives all rights of subrogation against County indemnities for losses arising from the work.

d. It is the specific intention of the County and the Contractor that the County shall, in all instances, except for the gross negligent or willful acts of the County, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

21.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold

harmless County indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. County shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from County shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. County may elect to participate in such action at its own expense; and

d. County may approve or disapprove any settlement or compromise, provided that the County shall not unreasonably withhold or delay such approval or disapproval; and the County shall cooperate in the defense and in any related settlement negotiations.

21.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to the occurrence, in which case the other party’s normal remedies and the affected party’s obligations would apply undiminished.

21.6 Third Party Antitrust Violations. The Contractor assigns to the County any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

22. WARRANTIES

22.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

22.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by County. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until County's acceptance.

22.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the County is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

22.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the County upon request.

22.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the County for ensuring that the County's proprietary and sensitive data is protected from unauthorized access and information obtained from County or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the County or prepared by others for the County are proprietary to the County and all information by those same avenues is the County's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the County immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the County to identify the source or cause of and respond to

each unauthorized access or inappropriate disclosure; and (iii) notify the County promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the County has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the County's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the County's employees' or other Contractors or members of the general public that it receives from the County or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the County's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the County in the course of performing under the contract so that both the County and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the County and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

22.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

22.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

22.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the County to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the County's benefit or on the County's behalf.

22.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

23. COUNTY'S CONTRACTUAL REMEDIES

23.1 Right to Assurance. If the County in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the County's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

23.2 Stop Work Order. The County may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to County associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the Pinal County Procurement Code.

23.3 Non-exclusive Remedies. The County's rights and remedies under the contract are not exclusive.

23.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the County will be entitled to exercise any remedy available to it under the contract or laws.

23.5 Right to Offset. The County is entitled to offset against any sums due contractor, any expenses or costs the County incurs, or damages the County assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

PINAL COUNTY

24. CONTRACT TERMINATION

24.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the County may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the County is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the County's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

24.2 Gratuities. The County may by written notice, terminate the contract in whole or in part if the County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the County for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The County, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

24.3 Suspension or Debarment. The County may, by written notice to Contractor, terminate the contract immediately if the County discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The County has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

24.4 Termination for Convenience. The County may terminate the contract when in the best interest of the County, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the County's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the County. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the County's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

24.5 Termination for Default. In addition to the rights reserved to it under the contract, the County may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

25. CONTRACT CLAIMS

25.1 Claim Resolution. All claims and controversies shall be subject to the Pinal County Procurement Code.

25.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the County except by the County's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

PINAL COUNTY

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

PINAL COUNTY
31 N. Pinal Street
Florence, AZ 85132

BY: Jeff Serdy
(Name)

Chairman
(Title)

Jeff Serdy
(Signature)

DATE: June 7, 2023

ELLISON-MILLS CONSTRUCTION LLC
3152 N. Lear Ave. Ste 2
Casa Grande, AZ 85122

BY: Jason DeCarlo
(Name)

Co-owner
(Title)

(Signature)

DATE: 5/5/23

Approved as to Legal Content:

5/11/23
Pinal County Attorney's Office (Date)

PINAL COUNTY

Attachment A

Federal Certifications

Addendum for Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # XX.XXX
Link to program: XXXX

References:

Code of Federal Regulations ("CFR"), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Supplemented by the Department of Justice: 2 CFR Part 2800

Federal Grants Financial Guide: DOJ Financial Guide

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

(a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

(3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.

(b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

(c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two

or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).

(e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.

Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).

(g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement**.** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 USC §§ 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:
(1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
(2) An agreement that provides only:
(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non–Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

(a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements**.** The regulation at 37 CFR § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity**.** A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations**.** When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity**.** A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

(b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

(e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient**.** A non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold**.** The dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a “Contractor.”

Subrecipient**.** A non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination**.** The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

PINAL COUNTY

Federal Grant Provisions:

The following certifications and provisions may be required and apply when Pinal County expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by Pinal County and Pinal County' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. Termination for Default. Pinal County reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the County may terminate the contract in whole or in part for cause due to Contractor's failure to:

   (a) Comply with any requirement, term, or condition of the contract;

   (b) Obtain and maintain all required insurance policies, bonds, licenses, and permits;

   (c) Make satisfactory progress in carrying out the work; or

   (d) Failure to conduct business in an ethical or legal manner.

   Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become County's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The County may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the County for any excess cost the County incurs in procuring such substitutes.

2. Termination for Convenience. Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when Pinal County expends federal funds, Pinal County reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the County without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.

3. Equal Employment Opportunity. Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with Davis-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:

   (a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141- 3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

(b) Contractors are 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.

(c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards https://www.hud.gov/sites/documents/4010.PDF

5. Compliance with the Copeland "Anti-Kickback" Act. Pursuant to the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor agrees as follows during the performance of this contract:

(a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

(b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.

(c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12."

6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:

(a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. Pinal County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

(a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75 and agrees to take appropriate action, as provided in an applicable provision of the subcontractor in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

(e) The contractor will certify that any vacant employment positions, including training positions, that are filled: 1) after the contractor is selected but before the contract is executed; and 2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.

(f) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default and debarment or suspension from future HUD assisted contracts.

8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.

9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq*.

   (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq*.

    (a) The Contractor agrees to report each violation to Pinal County and understands and agrees that the Pinal County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, Pinal County may, by written notice to Contractor, immediately terminate this Contract if Pinal County determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify Pinal County.

    Contractor agrees to comply with the following during the performance of this contract.

(a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).

(b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by Pinal County. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

(a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq*.; and 2 CFR § 200.323) during the performance of this contract.

    (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
        i. Competitively within a timeframe providing for compliance with the contract performance schedule;
        ii. Meeting contract performance requirements; or
        iii. At a reasonable price.

    (b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

    (c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.

    (a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).

15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq*.

16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq*.), as emended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.

18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 et seq.), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

20. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

    List here

21. Access to records. The following access to records requirements apply to this contract:

    (a) The Contractor agrees to provide the State of Arizona, Pinal County, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

    (b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

    (c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

    (d) In compliance with the Disaster Recovery Reform Act of 2018, the Pinal County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

    (e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the County and Contractor.

23. Uniform administrative requirements, cost principles, and audit requirements. Pinal County adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.

24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. "Substantially" means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

    The County has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

    Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

    To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated Pinal County procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and (2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.

26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

PINAL COUNTY

Ellison - Mills Construction LLC

Contractor Name

117967063

Contractor DUNS #

3152 N. Lear Ave, Lg., AZ, 85122-8146

Address, City, State, and Zip Code+4 (Use the following link if needed: https://tools.usps.com/go/ZipLookup)

520-858-6160 Jdecarlo@ellison-mills.com

Phone Number and Email Address

Jason DeCarlo - Co-owner

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

5/5/23

Date

PINAL COUNTY

Exhibit A

Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

PINAL COUNTY

Exhibit B

Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

PINAL COUNTY

Exhibit C

Responder's Proposal

To be included as a separate exhibit to the contract. This exhibit is made up of the Responder's proposal. Clarification questions asked and supplier responses will be added as part of the Responder's proposal exhibit.

PINAL COUNTY

Contract Amendment

The Office of Budget and Finance – Purchasing Division
31 N. Pinal Street, PO Box 1348
Florence, AZ 85132
(520) 866-6008

Contract: SOQ233828
Amendment # 4
Procurement Officer: Kristen Grieco
Kristen.Grieco@pinal.gov

JOC Civil Construction Services

Contractor Name: **Ellison-Mills Construction, LLC**

Pursuant to Paragraph 15 (Contract Changes), the referenced Contract shall be amended as follows:

1. Contract Term. Pursuant to Paragraph 2 (Contract Extension), the term of this Contract is hereby extended to June 27, 2027.

Except as otherwise expressly modified or amended herein, all other terms, conditions, and pricing contained in the Contract shall remain in full force and effect and shall not be altered or changed by this Amendment.

Pinal County hereby executes its right to unilaterally amend the above referenced contract on this date.

April 22, 2026

Jeffrey McClure, Chairman
Pinal County Board of Supervisors

Date

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.E.
Date: 7/13/2026

Date submitted: 06/25/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Approval of a Construction Contract with Ames Construction, Inc. for the ADA Ramp Improvement Project Utilizing City of Casa Grande Job Order Contract (JOC) No. 1125-06 in an Amount Not to Exceed $150,000**

TO: Mayor and City Council

FROM: Kristina Wasiniak, Public Works Operations Manager

RECOMMENDATION:
Staff recommends that the City Council approve the Construction Contract with Ames Construction, Inc. for the ADA Ramp Improvement Project utilizing City of Casa Grande Job Order Contract (JOC) No. 1125-06 in an amount not to exceed $150,000 and authorize the Mayor to execute the contract and all related project documents.

DISCUSSION:
The City of Eloy was awarded $150,000 in Community Development Block Grant (CDBG) funding through Pinal County to improve pedestrian accessibility by removing barriers to access and bringing existing pedestrian facilities into compliance with the Americans with Disabilities Act (ADA). The grant-funded project includes the replacement of fifteen (15) existing non-compliant ADA curb ramps and the removal of existing sidewalk and construction of six (6) new ADA-compliant curb ramps at locations where accessible crossings do not currently exist, for a total of twenty-one (21) ADA improvements. The project is located along 11th Street, Santa Cruz Avenue, and Main Street and is anticipated to benefit approximately 9,610 residents within a predominately low-to-moderate income service area. The estimated construction cost for the project is $143,549.00.

The proposed improvements will enhance pedestrian safety, improve accessibility for individuals with disabilities, and ensure the City's pedestrian infrastructure complies with current ADA standards.

To expedite project delivery while maintaining compliance with Arizona procurement requirements, the City proposes to enter into a construction contract with Ames Construction, Inc. utilizing the City of Casa Grande's competitively procured Job Order Contract (JOC) No. 1125-06. The Casa Grande JOC provides for transportation construction services, including ADA-compliant sidewalk and curb ramp improvements, and permits participating agencies to utilize the contract for eligible public works projects.

Approval of the construction contract will allow the City to proceed with the grant-funded improvements in accordance with the CDBG project schedule and complete the project prior to the grant completion deadline.

FISCAL IMPACT:
The total project budget is $150,000, allocated as follows:

- Ames Construction, Inc. Proposal: $143,549.00
- City Contingency: $6,451.00

Funding for the project is provided through a Community Development Block Grant (CDBG) awarded by Pinal County. The grant provides $150,000 for the construction of twenty-one (21) ADA-compliant curb ramp improvements, with project completion required by December 31, 2026.

Approval of the construction contract will allow the City to fully utilize the available grant funding to improve pedestrian accessibility, enhance public safety, and bring existing pedestrian facilities into compliance with ADA requirements without requiring additional City funding.

Approved as to Form:



Stephen R. Cooper, City Attorney

CONTRACT

Table of Contents

1. CONTRACT TERM. 2
2. CONTRACT EXTENSION. 2
3. CONTRACT TYPE. 2
4. PRICING 2
5. INVOICING AND PAYMENTS. 3
6. ARIZONA LAW. 4
7. IMPLIED LAW 4
8. PUBLIC RECORD. 4
9. CONTRACT ORDER OF PRECEDENCE 4
10. RELATIONSHIP OF THE PARTIES. 5
11. SEVERABILITY 5
12. NO PAROLE EVIDENCE. 5
13. NO WAIVER 5
14. CONTRACT ADMINISTRATION AND OPERATION 5
15. CONTRACT CHANGES. 10
16. RISKS AND LIABILITIES 11
17. WARRANTIES 15
18. CITY'S CONTRACTUAL REMEDIES 17
19. CONTRACT TERMINATION 17
20. CONTRACT CLAIMS 19

RECITALS

A. After a competitive procurement process, City of Casa Grande, ("City of Casa Grande") entered into a Job Order Contract, dated November 11, 2025, for Job Order Contracting Services-General Contractor (the "Contract") with the Job Order No. 1125-06. A copy of the City of Casa Grande Contract is on file in Eloy Procurement and incorporated here by references, to the extent not inconsistent with the Agreement.

B. The City and the Job Order Contractor desire to enter into this Agreement for the purpose of {i) acknowledging their cooperative contractual relationship under the City of Casa Grande and this Agreement, (ii) establishing the terms and conditions by which the Job Order Contractor may perform ADA-compliant infrastructure improvements for the City of Eloy, as more particularly set forth below (the "Construction Services") and (iii) setting the maximum aggregate amount to be expended pursuant to this agreement related to the Construction/Design Services.

Contract No. 1125-26

THIS CONTRACT is entered into by and between City of Eloy, (City), whose primary address is 595 N. C Street, Suite 104, Eloy, AZ 85131 and Ames Construction, Inc. (Contractor), whose primary address is 8333 E Hartford Dr, Scottsdale, AZ 85255.

1. CONTRACT TERM. The resultant contract term will commence upon contract execution, and ends December 31, 2026; unless canceled, terminated, renewed, or permissibly extended. The City has no obligation to extend or renew the contract past the initial term.

2. CONTRACT EXTENSION. The City shall have the sole option to extend the contract on a month to month basis for a maximum of nine (9) months after expiration.

3. CONTRACT TYPE.

   Firm-Fixed Lump Sum Price. The firm-fixed lump sum price is the amount or amounts shown or scheduled as such in the requested Pricing Document, each of which will be Contractor's complete and total compensation for carrying out the relevant portion of the work that it covers; and will not be subject to any adjustment on the basis of Contractor's cost experienced in performing under the contract.

   Except as expressly stated otherwise in the solicitation, Contractor is deemed to have allowed in each firm-fixed lump sum price correct and sufficient amounts to cover all its obligations under or arising from the contract, at law, or otherwise, and to have allowed the necessary resources to enable it to carry out the relevant portion of the work that it covers within any time for performance specified in the Scope of Work.

   Contractor acknowledges that it has had the opportunity to visit those physical locations where the priced work is to be carried out and to understand and account for local conditions that might affect the work, and has reviewed, verified, and interpreted for itself the necessary documents and information relevant to access, communications, climactic conditions, likelihood or risk of damage to adjacent property and occupants, possibility of interference by persons other than the City, and any necessary interfaces with others.

4. PRICING

   4.1 [NOT USED]

   4.2 All-Inclusive Pricing.
   Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's proposal as accepted by the City. Details of service not explicitly stated in the Scope of Work or in Contractor's proposal, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the contract are included in the pricing provided.

   4.3 [NOT USED]

   4.4 [NOT USED]

4.5 Delivery.
Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.6 Change Orders.
In the event the City requires any change(s) to the Scope of Work and the Contractor anticipates that the project's approved price may be exceeded as a result of the change, the Contractor shall submit a revised project cost estimate to the requesting department.

The Contractor shall not exceed an approved project's price without prior written approval by the requesting department. The revised project price proposal shall include the following:

a. Changes and/or adjustments caused by the City's change to the Scope of Work for the project, including any adjustments to timeframes for completion of the project.

b. An all-inclusive project price estimate, supported by a detailed cost breakdown to include all costs required to complete the project, as changed by the City.

5. INVOICING AND PAYMENTS.

5.1 Invoices.
The Contractor shall submit detailed, itemized monthly invoices **OR** invoice(s) before payment(s) can be made. Incomplete invoices will not be processed. All invoices shall reflect the contracted prices or rates for goods or services as described in the Scope of Work. At a minimum, the invoice must provide the following information:

a. Company name, address and contact
b. City bill-to name and contact information
c. Contract Number
d. City purchase order number
e. Invoice number and date
f. Payment terms
g. Itemized service price as outlined in the Pricing Response Form

Problems regarding billing or invoicing shall be directed to the using department as listed on the Purchase Order. All invoices must be submitted to the following e-mail or postal address:

bmedina@eloyaz.gov
City of Eloy Finance Department
Attn: Brizeida Medina
595 N. C Street, Suite 103
Eloy, AZ 85131

5.2 Milestones and Retainage.
Compensation for the work performed may be made in the form of progress payments not to exceed ninety percent (90%) of the value of the work successfully completed at the time of request or inspection, and then only after the appropriate lien waivers are executed and provided by the respective subcontractors or suppliers. Ten percent (10%) of the final contract amount shall be held until all final inspetions and

acceptance of the work or until punch-list items have been corrected and accepted by a representative from City of Eloy.

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5.3 No Invoice Without Authorization. Contractor shall not seek payment for any:

a. Charges or fees not delineated in the contract.
b. Materials or services that have not been authorized on a purchase order.
c. Expediting, overtime, premiums, or upcharges absent the City's express prior approval.
d. Materials or services that are the subject of a contract amendment or change order that has not been fully signed.

5.4 Timeliness of Invoice. By A.R.S. § 11-622, all invoices must be submitted to the City within six (6) months after service or product is received. Failure to submit an invoice within this period of time will result in non-payment.

5.5 Payments. No payment shall be issued prior to receipt of acceptable goods and/or services and a correct invoice. The City shall make payment for goods accepted or services performed within thirty (30) calendar days after receipt of said items/services and a correct invoice.

5.6 Payments Only to Contractor. Unless compelled otherwise by operation of law or order of a court of competent jurisdiction, the City will only make payment to Contractor under the federal tax identifier indicated on the accepted offer.

5.7 Payments to Subcontractors. Contractor shall make payment of all undisputed amounts due to Subcontractors, as applicable to their services, within thirty (30) days of receipt of funds from the City.

5.8 Availability of Funds. By A.R.S. § 35-154, every City payment obligation under the contract is conditioned on the availability of funds appropriated for payment of that obligation. If funds are not appropriated and available for continuance of the contract, the City may terminate the contract at the end of the period for which funds are available, or, at City's discretion, allow appropriate amendment to the contract. No liability will accrue to City if it exercises the foregoing right or discretion, and City will have no obligation or liability for any future payments or for any damages as a result of having exercised it.

6. ARIZONA LAW. This contract shall be governed by the law of the State of Arizona and suits pertaining to this contract shall be brought only in the Pinal County Superior Court, Florence, Arizona.

7. IMPLIED LAW. Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully the stated in it.

8. PUBLIC RECORD. This contract is a public record and must be retained by the City for a minimum of six (6) years. All contracts are open to public inspection after contract award, except for any portions determined to be confidential by the City

9. CONTRACT ORDER OF PRECEDENCE. All of the documents forming the contract are complementary. If certain work, requirements, obligations, or duties are set out only in one but not in another, Contractor shall carry out the work as though the relevant work, requirements, obligations, or duties had been fully described on all, consistent with the other documents forming the contract and as is reasonably inferable from them as being necessary to produce

complete results. In case of any inconsistency, conflict, or ambiguity among the documents forming the contract and their provisions, they are to prevail in the following order, descending from most dominate to most subordinate, provided that, among categories of documents or provisions having the same rank, the document or provision with the latest date prevails. Information being identified in one document but not in another is not to be considered a conflict or inconsistency.

a. Written Contract Amendments
b. Contract
c. Exhibit #1 Federal Certifications
d. Contract Exhibit(s) A (i.e. Contracted Scope of Work)
e. Contract Exhibit(s) B (i.e. Contract Pricing Documents)
f. Other Contract Exhibits
g. Orders, in reverse chronological order

10. RELATIONSHIP OF THE PARTIES. The Contractor under this contract is an independent Contractor and shall act in an independent capacity in performance under the contract. Neither party is or is to be construed as being an employee or agent of the other party, and no action, inaction, event, or circumstance will be grounds for deeming it to be so.

11. SEVERABILITY. Any term or condition deemed or adjusted illegal or invalid is thereby stricken from the contract and shall not affect any other term or condition of the contract.

12. NO PAROLE EVIDENCE. The contract, including any documents incorporated into the contact by reference, is intended by the parties as a final and complete expression of their agreement. There are no prior, contemporaneous, or additional agreements, either oral or in writing, pertaining to the contract.

13. NO WAIVER. Either party's failure to insist on strict performance of any term or condition of the contract is not, or will it be deemed to be, a waiver of that term or condition or a bar to, or diminished right of, enforcement of any term or condition.

14. CONTRACT ADMINISTRATION AND OPERATION.

14.1 Notices and Correspondence. Notices required by this Contract shall be made to the following addresses:

City	Contractor
Name: Brizeida Medina	**Name: Edgar Jimenez**
Address: City of Eloy Finance Dept. **595 N. C St., Suite 103** **Eloy, AZ 85131**	**Address: Ames Construction** **8333 E Hartford Dr.** **Scottsdale, AZ 85255**
Title: Grants Specialist	**Title: Sr. Project Manager**
Email: bmedina@eloyaz.gov	**Email: edgarjimenez@amesco.com**

An authorized City representative and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the contract shall not be necessary.

14.2 Click-Through Terms and Conditions. If either party uses a web based ordering system, an electronic purchase order system, an electronic order acknowledgement, a form of an electronic acceptance, or any software based ordering system with respect to the contract (each an "Electronic Ordering System"), the parties acknowledge and agree that an Electronic Ordering System is for ease of administration only, and Contractor is hereby given notice that the persons using Electronic Ordering Systems on behalf of the City do not have any actual or apparent authority to create legally binding obligations that vary from the terms and conditions of the contract. Accordingly, where an authorized City user is required to "click through" or otherwise accept or be made subject to any terms and conditions in using an Electronic Ordering Systems, any such terms and conditions are deemed void upon presentation. Additionally, where an authorized City user is required to accept or be made subject to any terms and conditions in accessing or employing any materials or services, those terms and conditions will also be void.

14.3 Books and Records. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating for any cost and pricing data submitted* in satisfaction of § 41-2543 for the period specified in the statute and those retained books and records are subject to audit by the City during that period. Per A.R.S. § 41-2548(B), Contractor shall retain and shall contractually require each Subcontractor to retain books and records *relating to performance under the contract* for the period specified in the statute and those retained books and records are subject to audit by the City during that period. Accordingly, Contractor or Subcontractor shall either make all such books and records available to the City at all reasonable times or produce the records at a designated City office on the City's demand, the choice of which being at the City's discretion. For the purpose of this paragraph, "reasonable times" are during normal business hours and in such a manner so as to not unreasonably interfere with normal business activities.

14.4 Contractor Licenses. Contractor and Subcontractor(s) shall maintain in current status all federal, state, and local licenses and permits required for the operation of its business in general, for its operations under the contract, and if required by this contract, the work itself.

14.5 Inspection and Testing. Per A.R.S. § 41-2547, the City may at reasonable times inspect the part of Contractor's or Subcontractors' plant(s) or places of business related to performance under the contract. Accordingly, Contractor agrees to permit (for itself) and ensure (for Subcontractors) access for inspection at any reasonable time to its facilities, processes, and services. The City may inspect or test, at its own cost, any finished goods, work-in-progress, components, or unfinished materials that are be supplied under the contract or that will be incorporated into something to be supplied under the contract. If the inspection or testing shows non-conformance or defects, the Contractor will owe the City reimbursement or payment of all costs it incurred in carrying out or contracting for the inspection and testing, as well as for any re-inspection or re-testing that might be necessary. Neither inspection of facilities nor testing of goods, work, components, or unfinished materials will of itself constitute acceptance by the City of those things.

14.6 Acceptance of Work.

a. Materials. The City has the right to make acceptance of materials subject to a complete inspection on delivery and installation, if installation is Contractor's responsibility. The City may apply as acceptance criteria conformity to the contract, workmanship and quality, whether the constituent materials used are correct, and any other matter for which the contract or applicable laws state a requirement, whether stated directly or by reference to another document, standard, reference specification, etc.

Contractor shall remove any rejected materials from the delivery location, or from any immediate locations to which it might have been reasonably necessary to move it, then inspect it, carry it off the delivery premises, and subsequently deliver an equal number or quantity of conforming items. The City will not owe Contractor any payment for rejected materials, and the City may, at its discretion, withhold or make partial payment for any rejected materials that have been returned to Contractor in those instances where the City has agreed to permit repair instead of demanding replacement.

b. Services. The City has the right to make acceptance of services subject to acceptance criteria. The City may apply as acceptance criteria conformity to the contract, accuracy, completeness, or other indicators of quality, or any other matter for which the contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. The City will not owe Contractor any payment for un-accepted services; and the City may, at its discretion, withhold or make partial payment for any rejected services if Contractor is still in the process of re-performing or otherwise curing the grounds for the City's rejection.

14.7 Ownership of Intellectual Property.

a. Rights in Work Product. Unless otherwise noted in the terms and conditions of this contract, all intellectual property originated or prepared by Contractor pursuant to the contract, including but not limited to, inventions, discoveries, intellectual copyrights, trademarks, trade names, trade secrets, technical communications, records reports, computer programs and other documentation or improvements thereto, including Contractor's administrative communications and records relating to the contract, shall be considered work product and shall be the exclusive property of Contractor, provided that City has Government Purpose Rights to that work product as and when it was delivered to City.

(1) "Government Purpose Rights" are: (i) the unlimited, perpetual, irrevocable, royalty free, non-exclusive, worldwide right to use, modify, reproduce, release, perform, display, sublicense, disclose and create derivatives from that work product without restriction for any activity in which the City is a party; (ii) the right to release or disclose that work product to third parties for any City purpose; and (iii) the right to authorize those to whom it rightfully releases or discloses that work product to use, modify, release, create derivative works from the work product for any City purpose; such recipients being understood to include the federal government, the state government, and various local governments.

(2) "Government Purpose Rights" do not include any right to use, modify, reproduce, perform, release, display, create derivative works from, or disclose that work product for any commercial purpose or to authorize others to do so.

b. Joint Developments. The parties may each use equally any ideas, concepts, know-how, or techniques developed jointly during the course of the contract, and may do so at their respective discretion, without obligation of notice or accounting to the other party.

c. Pre-Existing Material. All pre-existing software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of the contract or applicable purchase orders are not

part of the work product to which rights are granted as stated above, and will remain the exclusive property of Contractor, provided that:

(1) Any derivative works of such pre-existing material or elements thereof that are created pursuant to the contract are part of that work product;

(2) Any elements of derivative work of such pre-existing material that was not created pursuant to the contract are not part of that work product; and

(3) Except as expressly stated otherwise in the contract, nothing in the contract is to be construed to interfere or diminish Contractor's or its affiliates' ownership of such pre-existing materials.

d. Developments Outside of Contract. Unless expressly stated otherwise in the Terms and Conditions, the contract does not preclude Contractor from developing competing materials outside the contract, irrespective of any similarity to materials delivered or to be delivered to the City hereunder.

14.8 Subcontracts. The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written notice to the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the City. Nothing contained in any contract or joint venture agreement shall create any contractual relationships between any subcontractor and City, nor shall the same create any obligation on the part of the City to pay any subcontractor. The subcontract shall incorporate by reference the terms and conditions of this contract.

14.9 Non-Discrimination. Contractor shall comply with the State of Arizona Executive Order No. 2009-09 and all other applicable federal, state and local laws, rules, and regulations regarding non-discrimination and equal opportunity, including the Americans with Disabilities Act.

14.10 E-Verify Requirements. As required by A.R.S. § 41-4401, Contractor and each subcontractor warrants compliance with A.R.S. § 23-214(A) and all federal immigration laws and any regulations relating to the immigration status of their employees. Contractor and each subcontractor acknowledge that under A.R.S. § 41-4401, the City retains the legal right to inspect the papers of any Contractor or subcontractor employee who works under the contract to ensure that Contractor or subcontractor is in compliance with the foregoing warranty and understands that a breach of the foregoing warranty under shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

14.11 Offshore Performance of Certain Work Prohibited. Any services that are described in the specifications or Scope of Work that directly serve the City or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services, services performed through remote access to the City network, or services that are incidental to the performance of the contract. This provision applies to work performed by Subcontractors at all tiers. Responders shall declare all anticipated offshore services in the proposal.

14.12 Estimated Quantities. Unless expressly stated otherwise in the solicitation, the (a) Contractor shall not impose any minimum dollar amount, item count, services volume, or services duration on orders; (b) City makes no commitment of any kind concerning the quantity or monetary value of activity, work or services

actually initiated or completed during the term of the contract; (c) Contractor shall only deliver or perform as authorized by orders; and (d) City is not limited as to the number of orders it may issue for the contract.

14.13 Non-Exclusivity. This contract is entered into with the understanding and agreement that it is for the sole convenience of City of Eloy. The City reserves the right to obtain like materials or services from another source when necessary without penalty or obligation. The City reserves the right to make additional awards by aggregate, line item, regional area, or any other division of goods and services as determined to be in the best interest of the City.

14.14 Additions and Deletions to Contract. The City reserves the right to add and/or delete goods or services to the Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the City.

14.15 Applicable Taxes. The Contractor shall be responsible for paying all applicable taxes. City of Eloy is subject to all applicable state and local transaction privilege taxes. The City is exempt from certain federal excise tax on manufactured goods. The City will provide the necessary exemption certificates as evidence. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the City harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with City unless not required by law.

14.16 Eligible Agencies. This contract shall be for the exclusive use of City of Eloy.

14.17 Transitions. During commencement of the contract the Contractor shall attend transition meetings with outgoing suppliers as requested by the City to coordinate efforts, ease the transition, and minimize disruption in the City's operations. The City may elect to have outgoing suppliers complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible, even if that scope is covered under the contract with the new supplier. Conversely, the City anticipates having a continued need for the same materials and services upon expiration or earlier termination of the contract. Accordingly, Contractor shall work closely with any new (incoming) supplier and the City to ensure a smooth and complete transfer. The City's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both the existing Contractor and the incoming supplier. During the outgoing transition, the City may elect to have the outgoing Contractor complete some or all of their work or orders in progress to help ensure the safest and most efficient transition possible.

14.18 Other Contractors. The City may undertake with its own resources or through award of other contracts to the same or other suppliers, additional or related work. In such cases, the Contractor shall cooperate fully with the City's employees and other suppliers and carefully fit, connect, accommodate, adjust, or sequence its work to the related work by others. Where the contract requires handing-off Contractor's work to others, Contractor shall cooperate as the City instructs regarding the necessary transfer of its work product, services, or records to the City or the other suppliers. Contractor shall not commit or permit any act that interferes with the City's or other suppliers' performance of their work, provided that, the City shall enforce

the foregoing section equitably among all its suppliers so as not impose an unreasonable burden on any one of them.

14.19 Work on City Premises.

a. Compliance with Rules. Contractor is responsible for ensuring that its personnel comply with City's rules, regulations, policies, documented practices, and documented operating procedures while delivering or installing materials or performing services on City grounds or in its facilities. For clarity of intent, the foregoing means that if Contractor is required to comply with certain security requirements in order to deliver, install, or perform at that particular location, then it shall do so nonetheless and without entitlement to any additional compensation or additional time for performance if those particular requirements are not expressly stated in the contract. Contractor is reminded that violation under City of Eloy Security policy 2.10 to possess a firearm, ammunition, or an explosive device in a City building is a material breach of contract and grounds for termination for default.

b. Protection of Facilities and Grounds. Contractor shall deliver or install the materials and perform the services without damaging any City facilities or grounds. Contractor shall repair or replace any damage it does cause promptly and at its own expense, subject to whatever instructions and restrictions the City needs to make to prevent inconvenience or disruption of operations. If Contractor fails to make the necessary repairs or replacements and do so in a timely manner, the City will be entitled to exercise its remedies under paragraph 17.5 “Right to Offset.”

14.20 Advertising, Publishing, and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this contract without the prior written approval of the Procurement Officer.

14.21 Israel Boycott Prohibited. **Pursuant to A.R.S. § 35-393.01(A) and to the extent allowable by law**, if the Contractor engages in for-profit activity and has ten (10) or more employees, and if this agreement has a value of $100,000 or more, the Contractor certifies it is not currently engaged in, and agrees for the duration of this agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

15. CONTRACT CHANGES.

15.1 Contract Amendments. The contract is issued under the authority of the Eloy City Council. Only a contract amendment can modify the contract and then only if it does not change the contract's general scope. Purported changes to the contract by a person not expressly authorized by the Procurement Officer or made unilaterally by Contractor will be void and without effect; Contractor will not be entitled to any claim made under the contract based on any such purported changes.

15.2 Signing of Contract Amendments. Contractor’s counter-signature (or “approval”) of contract modifications is not required to give effect if the contract amendment only covers either:

a. Extension of the term of the contract within the maximum aggregate term;
b. Revision to Procurement Officer appointment or contact information; or
c. Modifications of a clerical nature that have no effect on terms, conditions, price, scope, or other material aspect of the contract.

In every case other than those listed in a, b, and c above, both parties' signature (or "approval") of a contract modification is required to give it effect.

15.3 Assignment and Delegation. Contractor shall not assign in whole its rights or delegate in whole its duties under the contract without the Procurement Officer's prior written consent, which consent the Procurement Officer may withhold at his or her discretion. The Procurement Officer shall not unreasonably withhold approval of assignment or delegation. If Contractor's proposed assignment or delegation stems from a split, sale, acquisition, or other non-merger change in control, then no such consent will be given in any event without the assignee or delegate giving City satisfactory and equivalent evidence or assurance of its financial soundness, competency, capacity, and qualification to perform as that which Contractor possessed when City first awarded it the contract. This contract and all of the terms, conditions and provisions herein, shall extend to and be binding upon the heirs, administrators, executors, successors, and assigns of the parties hereto.

16. RISKS AND LIABILITIES

16.1 Risk of Loss. Contractor bears all risk of loss to materials while in pre-production, production, storage transit, staging, assembly, installation, testing, and commissioning, if and as those duties are within the Scope of the Work, until they have been received and accepted as conforming by the City at the location designated in the purchase order or contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

16.2 Contractor Insurance. The Contractor and any tier of Subcontractor shall purchase and maintain insurance, until all of their obligations have been discharged including any warranty periods under this contract, against claims for injury to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, or Subcontractors. Failure to do so may, at the sole discretion of the City, constitute a material breach of the contract.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this contract. The City in no way warrants that the limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

a. Insurance. Contractor shall purchase and maintain coverage with coverages and limits of liability not less than those stated below.

(1) Commercial General Liability (CGL). Commercial General Liability (CGL) Insurance (CG 0001) and, if necessary, Commercial Umbrella insurance with a limit of $1,000,000 for each occurrence, $2,000,000 General Aggregate Limit, and $2,000,000 Completed Operations/Products Aggregate. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims.

The policy shall be endorsed, as required by this written agreement, to include City of Eloy, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds

with respect to liability arising out of the activities performed by or on behalf of the Contractor. The additional insured endorsement shall be at least as broad as the Insurance Services Office, Inc.'s CG 2037 0413 and shall insure the City to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of the minimum limits required by this contract. Insurance purchased and maintained by the Contractor shall be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the City, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(2) Automobile Liability. Commercial/Business Automobile Liability insurance with a combined single limit (CSL) for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this contract.

The policy shall be endorsed, as required by this written agreement, to include City of Eloy, its boards, agents, representatives, officers, directors, officials, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired and/or non-owned by the Contractor. Insurance purchased and maintained by the Contractor shall not be limited to the liability assumed under the indemnification and defense covenants of this contract.

The policy shall contain a waiver of transfer of rights of recover (subrogation) against the City, its boards, agents, representatives, officers, directors, officials, and employees for any claims arising out of Contractor's work or service.

(3) Workers' Compensation and Employer's Liability.

Workers' Compensation	Statutory
Employer's Liability	
Each Accident	$1,000,000
Disease – Each Employee	$1,000,000
Disease – Policy Limit	$1,000,000

Policy shall contain a waiver of subrogation against City of Eloy and its officers, officials, agents, and employees for losses arising from work or service performed by or on behalf of the Contractor. This requirement shall not apply to each Contractor this is exempt under A.R.S. 23-901, and when such Contractor executes the appropriate waiver form.

b. Additional Insurance Requirements. The policies shall include, or be endorsed to include the following provisions:

(1) The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the City, its agents, officials, or employees shall be excess and not contributory insurance as provided by A.R.S. § 41-621 E.

(2) Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this contract.

c. Notice of Cancellation. Applicable to all insurance policies required within the insurance requirements of this contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the City.

d. Acceptability of Insurers. Contractor shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the City. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

e. Verification of Coverage. Contractor shall furnish the City with certificates of insurance or formal endorsements as required by the contract at least fourteen (14) calendar days prior to commencing work or services under the contract. Such certificates shall identify this contract number and project description and shall be sent directly to the attention of City of Eloy Purchasing Department. In the event any insurance policy(ies) required by this contract are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual certificates of insurance. If a policy does expire during the life of the contract, a renewal certificate must be sent to the City a minimum of fourteen (14) calendar days prior to the expiration date. The form of any insurance policies, limits, endorsements and forms must be acceptable to the City. The City shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

f. Subcontractors. All coverages for all tiers of Subcontractors shall be subject to the minimum insurance requirements identified above. The City reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its Subcontractors have the required coverage.

g. Approval and Modifications. The City reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal contract amendment but may be made by administrative action.

16.3 Basic Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless City indemnitees from indemnified basic claims that:

a. Are caused or alleged to be caused in whole or in part by the negligent or willful acts or omissions of a Contractor indemnitor;

b. Arise out of or are recovered under workers' compensation laws; and/or

c. Arise out of a Contractor indemnitor's failure to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. The parties specifically intend that the Contractor indemnitors shall indemnify the relevant City indemnitees from and against indemnified basic claims in all instances except where the indemnified basic claim arises solely from those City indemnitees' own negligent or willful acts or omissions. Wherever the indemnification under this subparagraph applies,

Contractor is responsible for primary loss investigation, defense, and judgment costs for an on behalf of the other Contractor indemnitors with respect to City indemnitees, and accordingly Contractor is also responsible for any cooperation, contribution, or subordination between or amongst the Contractor indemnitors. In consideration of the award of the contract by a City indemnitee, Contractor hereby waives all rights of subrogation against City indemnities for losses arising from the work.

d. It is the specific intention of the City and the Contractor that the City shall, in all instances, except for the gross negligent or willful acts of the City, be indemnified, defended and held harmless by the Contractor from and against any all demands, claims, suits, losses, and damages.

16.4 Patent and Copyright Indemnification. With respect to materials or services provided or proposed by a Contractor indemnitor for performance under the contract, Contractor shall indemnify, defend and hold harmless City indemnitees against any third-party claims for liability, costs, and expenses, including, but not limited to reasonable attorneys' fees, for infringement or violation of any patent, trademark, copyright, or trade secret by the materials and the services. With respect to the defense and payment of claims under this subparagraph:

a. City shall provide reasonable and timely notification to Contractor of any claim for which Contractor may be liable under this paragraph;

b. Contractor, with reasonable consultation from City shall have control of the defense of any action on an indemnified claim including all negotiations for its settlement or compromise;

c. City may elect to participate in such action at its own expense; and

d. [NOT USED]

16.5 Force Majeure.

a. Relief From Performance. The parties are not liable to each other if an occurrence of force majeure prevents its performance under the contract. If either party is delayed at any time in the progress of its performance under the contract by an occurrence of force majeure, the delayed party shall notify the other no later than the following working day after the occurrence, or as soon as it could reasonably have been expected to recognize that the occurrence had effect in cases where the effects were not readily apparent. In any event, the notice must make specific reference to this paragraph specifying the causes of the delay in the notice and, if the effects of the occurrence are on-going, provide an initial notification and thereafter the delayed party shall provide regular updates until such time as the effects are fully known. To the extent it is able, the delayed party shall cause the delay to cease promptly and notify the other party when it has done so. The parties will extend the time of completion by contract amendment for a period equal to the time that the results or effects of the delay prevented the delayed party from performing.

b. Excusable Delay is Not a Default. Failure in performance by either party will not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if and to the extent that such failure was or is being caused by an occurrence of force majeure.

c. Default Diminishes Relief. Entitlement to relief from the effects of an occurrence of force majeure is diminished to the extent that the delay did or will result from the affected party’s default unrelated to

the occurrence, in which case the other party's normal remedies and the affected party's obligations would apply undiminished.

16.6 Third Party Antitrust Violations. The Contractor assigns to the City any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this contract.

17. WARRANTIES

17.1 Liens. Contractor warrants that the materials and services when accepted will be and will remain free of liens or other encumbrances.

17.2 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the contract, the materials and services will for one (1) year after acceptance and in each instance:

a. Conform to the requirements of the contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the contract;

b. Be free from defects of material and workmanship;

c. Conform to or perform in a manner consistent with current industry standards; and

d. Be fit for the intended purpose or use described in the contract.

Mere delivery or performance does not substitute for express acceptance by City. Where inspection, testing, or other acceptance assessment of materials or services cannot be done until after installation, the forgoing warranty will not begin until City's acceptance.

17.3 Product Safety. Materials as shipped must comply with applicable safety regulations and standards. Unless expressly stated otherwise in the Scope of Work, the City is not responsible for making any materials safe or compliant following acceptance and is relying exclusively on Contractor to deliver only products that are already safe and compliant.

17.4 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to the City upon request.

17.5 Data Protection and Confidentiality of Records.

a. Proprietary and Sensitive Data. Contractor warrants that it will establish and maintain procedures and controls acceptable to the City for ensuring that the City's proprietary and sensitive data is protected from unauthorized access and information obtained from City or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the contract, provided to the Contractor by the City or prepared by others for the City are proprietary to the City and all information by those same avenues is the City's confidential information. To comply with the foregoing warrant:

(1) Contractor shall: (i) notify the City immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (ii) cooperate with the City to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (iii) notify the City promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and

(2) Contractor shall not: (i) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the contract, unless the City has agreed otherwise in advance and in writing; or (ii) respond to any requests it receives from a third party for such data or information, and instead route all such requests to the City's designated representative.

b. Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to the City's employees' or other Contractors or members of the general public that it receives from the City or otherwise acquires in its performance under the contract. (For purposes of this paragraph PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-07-16 Safeguarding Against and Responding to the Breach of Personally Identifiable Information; and "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.) NOTE: For convenience of reference only, the OMB memorandum is available at: https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-16.pdf. NOTE: For convenience of reference only, the GSA directive is available at: http://www.gsa.gov/portal/directive/d0/content/658222

c. Protected Health Information. Contractor warrants that, to the extent performance under the contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:

(1) Is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (i) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (ii) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (iii) the City's current and published PHI/ePHI privacy and security policies and procedures;

(2) Will cooperate with the City in the course of performing under the contract so that both the City and Contractor stay in compliance with the requirements above and will sign any documents that are reasonably necessary to keep both the City and Contractor in compliance with the requirements above, in particular "Business Associate Agreements" in accordance with the Privacy Rule. NOTE: For convenience of reference only, the Privacy Rule is available at: http://www.hhs.gov/hipaa/for-professionals/privacy/index.html

17.6 Intellectual Property. Contractor warrants that the materials and services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.

17.7 Compliance with Applicable Laws, Licensing and Permits. Contractor warrants that the materials and services supplied under this Contract do and will continue to comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

17.8 Lobbying. Contractor warrants that it will not engage in lobbying activities as defined in 40 CFR part 34 and A.R.S. § 41-1231, *et seq.*, using monies awarded under the contract. Upon award of the Contract, Contractor shall disclose all lobbying activities to the City to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. Contractor shall implement and maintain adequate controls to assure that monies awarded under the contract are not used for lobbying. Subcontractors shall be subject to these same provisions. Contractor shall include "anti-lobbying" provisions in all subcontracts. This paragraph does not apply to the extent that the services are defined in the contract as being lobbying for the City's benefit or on the City's behalf.

17.9 Survival of Rights and Obligations. All representations and warranties made by Contractor under the contract will survive the expiration or earlier termination of the contract. The Contractor shall, in accordance with all terms and conditions of the contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this contract.

18. CITY'S CONTRACTUAL REMEDIES

18.1 Right to Assurance. If the City in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may, at the City's option, be the basis for terminating the contract under the Terms and Conditions or other rights and remedies available by law or provided by the contract.

18.2 Stop Work Order. The City may at any time require Contractor to stop all or any part of the work by written order. Upon receipt of a stop order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring of further costs during the period of stoppage that might be chargeable to City associated with the portions of the work covered by the order. If Contractor incurs losses, it may make a claim under the City of Eloy Procurement Code.

18.3 Non-exclusive Remedies. The City's rights and remedies under the contract are not exclusive.

18.4 Nonconforming Tender. The materials provided and services performed must comply fully with the contract. Providing materials or performing services or any portion thereof that do not comply fully constitutes a breach of contract, in which event the City will be entitled to exercise any remedy available to it under the contract or laws.

18.5 Right to Offset. The City is entitled to offset against any sums due contractor, any expenses or costs the City incurs, or damages the City assessed concerning Contractor's non-conforming performance or failure to carry out the work, including any expenses, costs, and damages to which it is entitled by the contract or laws.

19. CONTRACT TERMINATION

19.1 Termination for Conflict of Interest. Pursuant to A.R.S. § 38-511, the City may terminate this contract within three (3) years after the effective date without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the City is or becomes an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. Any such termination will be effective when Contractor receives the City's written notice of the termination unless the notice specifies a later date. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

19.2 Gratuities. The City may by written notice, terminate the contract in whole or in part if the City determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of the City for the purpose of influencing the outcome of the procurement or the administration of the contract, or in anticipation of receiving any favorable treatment concerning the contract or performance of the contract. The City, in addition to any other rights or remedies available to it, will be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

19.3 Suspension or Debarment. The City may, by written notice to Contractor, terminate the contract immediately if the City discovers that Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. The City has taken Contractor's submittal of the accepted offer and will take its performance under the contract as Contractor's attestation that it is not currently suspended or debarred. If Contractor subsequently becomes suspended or debarred, it shall notify the Procurement Officer immediately.

19.4 Termination for Convenience. The City may terminate the contract when in the best interest of the City, in whole or in part, at any time, and without penalty or recourse on Contractor's part other than as expressly stated in the contract. Upon receipt of the City's written termination notice, Contractor shall stop work as directed in the notice, notify all subcontractors of the termination and its effective date, and minimize any further costs that might be chargeable to the City. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract will become the City's property and Contractor shall deliver it all promptly on demand. Contractor will be entitled to receive just and equitable compensation for necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted before the effective date of the termination.

19.5 Termination for Default. In addition to the rights reserved to it under the contract, the City may terminate the contract in whole or in part due to Contractor's failure to:

a. Comply with any requirement, term, or condition of the contract;

b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

c. Make satisfactory progress in carrying out the work; or

d. Failure to conduct business in an ethical or legal manner.

Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become City's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The City may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the City for any excess cost the City incurs in procuring such substitutes.

20. CONTRACT CLAIMS

20.1 Claim Resolution. All claims and controversies shall be subject to the City of Eloy Procurement Code.

20.2 Arbitration. It is understood and agreed that no provision of any resulting contract shall require arbitration upon the City except by the City's express written consent given subsequent to the execution of the contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, *et seq*. The Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.

This agreement and exhibits hereto, as well as any purchase orders issued against this agreement, shall constitute the entire agreement between the parties with respect to the goods or services ordered under this agreement. No amendment to this agreement will be effective or binding upon the parties unless set forth in writing.

IN WITNESS THEREOF, the parties have affixed their signatures to this Contract on the date written below.

CITY OF ELOY **595 N. C STREET, SUITE 104** **ELOY, AZ 85131**	**AMES CONSTRUCTION, INC.** **8333 E HARTFORD DR** **SCOTTSDALE, AZ 85255**
BY: Andrew Sutton (Name)	BY: Chris Kane (Name)
Mayor (Title)	Sr. Vice President (Title)
(Signature)	 (Signature)
DATE:	DATE: 06/17/2026

Exhibit #1
Federal Certifications
Agreements Funded by U.S. Federal Grant

Source of Funding:

Catalog of Federal Domestic Assistance (CFDA) Number: # 14-218
Link to program: CDBG

References:

Code of Federal Regulations ("CFR"), Title 2, Part 200 Uniform Requirements:

- CFR, Title 2: Grants and Agreements PART 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- Supplemented by the Department of Justice: 2 CFR Part 2800

Federal Grants Financial Guide: DOJ Financial Guide

Definitions:

Allocable Costs. See 2 CFR § 200.405 Allocable costs.

(a) A cost is allocable to a particular Federal award or other cost objective if the goods or services involved are chargeable or assignable to that Federal award or cost objective in accordance with relative benefits received. This standard is met if the cost:

(1) Is incurred specifically for the Federal award;

(2) Benefits both the Federal award and other work of the non-Federal entity and can be distributed in proportions that may be approximated using reasonable methods; and

(3) Is necessary to the overall operation of the non-Federal entity and is assignable in part to the Federal award in accordance with the principles in this subpart.

(b) All activities which benefit from the non-Federal entity's indirect (F&A) cost, including unallowable activities and donated services by the non-Federal entity or third parties, will receive an appropriate allocation of indirect costs.

(c) Any cost allocable to a particular Federal award under the principles provided for in this part may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

(d) Direct cost allocation principles. If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then, notwithstanding paragraph (c) of this section, the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized under a Federal award, the costs are assignable to the

Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required. See also 2 CFR §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.439 (Equipment and other capital expenditures).

(e) If the contract is subject to CAS, costs must be allocated to the contract pursuant to the Cost Accounting Standards. To the extent that CAS is applicable, the allocation of costs in accordance with CAS takes precedence over the allocation provisions in this part.

Allowable Costs. See 2 CFR § 200.403 Factors affecting allowability of costs.
Except where otherwise authorized by statute, costs must meet the following general criteria in order to be allowable under Federal awards:

(a) Be necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles.

(b) Conform to any limitations or exclusions set forth in these principles or in the Federal award as to types or amount of cost items.

(c) Be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the non-Federal entity.

(d) Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.

(e) Be determined in accordance with generally accepted accounting principles (GAAP), except, for state and local governments and Indian tribes only, as otherwise provided for in this part.

(f) Not be included as a cost or used to meet cost sharing or matching requirements of any other federally-financed program in either the current or a prior period. See also 2 CFR § 200.306 (Cost sharing or matching) paragraph (b).

(g) Be adequately documented. See also 2 CFR §§ 200.300 (Statutory and national policy requirements) through 200.309 (Modifications to Period of performance).

Catalog of Federal Domestic Assistance (CFDA) Number. A five-digit number assigned by the Federal Awarding Agency in the awarding document of most grants and cooperative agreements funded by the Federal government.

Construction Work. The regulation at 41 CFR § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition, or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

Contract. A legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.

Contractor. An entity that receives a contract as defined in Contract.

Cooperative Agreement**.** A legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 USC §§ 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 USC § 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:
(1) A cooperative research and development agreement as defined in 15 USC § 3710a; or
(2) An agreement that provides only:
(i) Direct United States Government cash assistance to an individual;
(ii) A subsidy;
(iii) A loan;
(iv) A loan guarantee; or
(v) Insurance.

Federally Assisted Construction Contract. The regulation at 41 CFR § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

Federal awarding agency. The Federal agency that provides a Federal award directly to a non–Federal entity

Federal Award. Depending on the context, in either paragraph (a) or (b) of this section:

(a) (1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability); or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in 2 CFR § 200.101 (Applicability).

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 CFR § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a Contractor or a contract to operate Federal government owned, Contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Funding Agreements**.** The regulation at 37 CFR § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any

Contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Non–Federal entity**.** A state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization. Any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations**.** When used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity**.** A non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Reasonable Costs. See 2 CFR § 200.404 Reasonable costs.

A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. The question of reasonableness is particularly important when the non-Federal entity is predominantly federally-funded. In determining reasonableness of a given cost, consideration must be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the non-Federal entity or the proper and efficient performance of the Federal award.

(b) The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, tribal, and other laws and regulations; and terms and conditions of the Federal award.

(c) Market prices for comparable goods or services for the geographic area.

(d) Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the non-Federal entity, its employees, where applicable its students or membership, the public at large, and the Federal Government.

(e) Whether the non-Federal entity significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the Federal award's cost.

Recipient**.** A non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold**.** The dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR, Part 2, Subpart 2.1 (Definitions) and in accordance with 41 USC § 1908. As of the

publication of this part, the simplified acquisition threshold is $150,000, but this threshold is periodically adjusted for inflation. (Also see definition of 2 CFR § 200.67 (Micro-purchase)).

Subaward. An award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subcontractor. Legal entity that enters into subcontract with a "Contractor."

Subrecipient**.** A non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination**.** The ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

Federal Grant Provisions:

The following certifications and provisions may be required and apply when City of Eloy expends federal funds for any purchase. Pursuant to 2 CFR § 200.327, all contracts, including small purchases, awarded by City of Eloy and City of Eloy' Subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

1. Termination for Default. City of Eloy reserves all rights and privileges under the applicable laws and regulations with respect to this contract in the event of breach of contract. Pursuant to 2 CFR Part 200, Appendix II, paragraph (B), the City may terminate the contract in whole or in part for cause due to Contractor's failure to:

    a. Comply with any requirement, term, or condition of the contract;

    b. Obtain and maintain all required insurance policies, bonds, licenses, and permits;

    c. Make satisfactory progress in carrying out the work; or

    d. Failure to conduct business in an ethical or legal manner.

    Procurement Officer shall give written notice of the termination and the reasons for it. Upon termination under this paragraph, all documents, data and reports prepared by Contractor under the contract and all necessary and attributable unfinished materials on hand, work in progress, work completed, and work accepted will become City's property, and Contractor shall deliver all of it immediately on demand. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice. The City may, following termination of the contract under this paragraph, procure on terms and in the manner it determines to be appropriate materials or services to replace those that were to have been provided or performed by Contractor, and Contractor will be liable to the City for any excess cost the City incurs in procuring such substitutes.
2. Termination for Convenience. Pursuant 2 CFR Part 200, Appendix II, paragraph (B), when City of Eloy expends federal funds, City of Eloy reserves the right to immediately terminate any contract, in whole or in part at any time, when in the best interests of the City without penalty or recourse. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of termination.

3. Equal Employment Opportunity. Pursuant to 41 CFR, Chapter 60, Part 60-1, the Contractor agrees as follows during the performance of this contract:

   (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

   (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

   (c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

   (d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

   (e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

   (f) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

   (g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. Compliance with David-Bacon Act. Pursuant to the Davis-Bacon Act (40 USC §§ 3141-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction) and 2 CFR Part 200, Appendix II(D), Contractor agrees as follows during the performance of this Contract:

(a) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 USC §§ 3141-3144, and 3146-3148) and the applicable requirements of 29 CFR pt. 5. The Contractor shall comply with 40 USC §§ 3141-3144, and 3146-3148 and the applicable requirements of 29 CFR pt. 5.

(b) Contractors are 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.

(c) Additionally, Contractors are required to pay wages not less than once a week

Reference link for Labor Standards https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-16-Labor.pdf

5. Compliance with the Copeland "Anti-Kickback" Act. Pursuant to the Copeland "Anti-Kickback" Act (40 USC § 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Contractor agrees as follows during the performance of this contract:

   (a) Contractor. The Contractor shall comply with 18 USC § 874, 40 USC § 3145, and the requirements of 29 CFR pt. 3 as may be applicable, which are incorporated by reference into this contract.

   (b) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as the Federal Awarding Agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all of these contract clauses.

   (c) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and Subcontractor as provided in 29 CFR § 5.12."

6. Compliance with the Contract Work Hours and Safety Standards Act. Pursuant to 40 USC §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 (see 2 CFR Part 200, Appendix II (E)), Contractor agrees as follows during the performance of this Contract:

   (a) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

   (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

   (c) Withholding for unpaid wages and liquidated damages. City of Eloy shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

(d) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

7. Compliance with Section 3 Requirements. Pursuant to 24 CFR § 135.38, Contractor agrees as follows during the performance of this Contract. Contractor will be required to submit Section 3 compliance forms within three (3) days of contract award.

(a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC § 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

(c) The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.

(e) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.

(f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 USC § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and

opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Rights to Inventions Made Under a Contract or Agreement. Contractor agrees to comply with the requirements of 37 CFR Part 401, 2 CFR § 200, Appendix II (F), and any other applicable regulations issued by the Federal Awarding Agency during the performance of this contract.

9. Clean Air Act. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 *et seq*.

   (a) The Contractor agrees to report each violation to City of Eloy and understands and agrees that City of Eloy will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

   (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

10. Federal Water Pollution Control Act. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §§ 1251 *et seq*.

    (a) The Contractor agrees to report each violation to City of Eloy and understands and agrees that the City of Eloy will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

    (b) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the Federal Awarding Agency.

11. Suspension and Debarment. Pursuant to Executive Orders 12549 and 12689, City of Eloy may, by written notice to Contractor, immediately terminate this Contract if City of Eloy determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including, but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of this contract, the Contractor or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the Contractor will notify City of Eloy.

    Contractor agrees to comply with the following during the performance of this contract.

    (a) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of the Contractor's *principals* (defined at 2 CFR § 180.995) or its *affiliates* (defined at 2 CFR § 180.905) are *excluded* (defined at 2 CFR § 180.940) or *disqualified* (defined at 2 CFR § 180.935).

    (b) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(c) This certification is a material representation of fact relied upon by City of Eloy. If it is later determined that the Contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(d) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(e) All bidders and their subcontractors shall be registered in www.sam.gov and verified for debarment and suspension to participate in a federal award prior to the execution of an agreement.

12. Byrd Anti-Lobbying Amendment, 31 USC § 1352 (as amended). The Contractor agrees to comply with the following during the term of this Contract:

(a) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(d) The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC Chapter 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

13. Procurement of Recovered Materials. Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (See 42 USC §§ 6901 *et seq*.; and 2 CFR § 200.323) during the performance of this contract.

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

(b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

(c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

14. Fly Ash Certification. Contractor agrees to comply with the following during the performance of this contract.

(a) The percentage of fly ash in the concrete or cement is or will be consistent with the amounts required by the EPA Guidelines, Statutes, and/or Regulations for federally funded projects involving procurement of cement and/or concrete (Solid Waste Disposal Act; Resource Conservation and Recovery Act).

15. Fingerprint and Background Checks. In accordance with ARS § 15-512(H), a Contractor, Subcontractor or vendor, any employee of a Contractor, Subcontractor or vendor who is contracted to provide services on a regular basis at an individual school may be required to obtain a valid fingerprint clearance card pursuant to ARS §§ 41-1758 *et seq*.

16. Civil Rights Act of 1964, Title VI. Contractor agrees to comply with the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.) that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

17. Rehabilitation Act of 1973, Section 504. Contractor agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR §§ 42.501 *et seq*.), as emended, that no otherwise individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds.

18. Age Discrimination Act of 1975. Contractor agrees to comply with the Age Discrimination Act of 1975 (42 USC §§ 6101-6107 and 28 CFR § 42.700 et seq.), as amended, that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

19. Americans with Disabilities Act of 1990. Contractor agrees to comply with Title II of the Americans with Disabilities Act of 1990 (42 USC §§ 12131-12134 and 28 CFR pt. 35), as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

20. Federal Funding Accountability and Transparency Act (FFATA) requirements: FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. City of Eloy is required to and will report on this contract.

21. Other Grant Specific Regulations. Contractor agrees to comply with the following during the performance of this contract.

List here (if applicable) – n/a

22. Access to records. The following access to records requirements apply to this contract:

(a) The Contractor agrees to provide the State of Arizona, City of Eloy, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access

to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(c) The Contractor agrees to provide the Federal Awarding Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(d) In compliance with the Disaster Recovery Reform Act of 2018, the City of Eloy and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the Federal Awarding Agency Administrator or the Comptroller General of the United States.

(e) Contractor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

22. Contract changes and amendments. There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. Amendments agreed to by both parties may modify the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

23. Uniform administrative requirements, cost principles, and audit requirements. City of Eloy adheres to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for all federal awards included in 2 CFR Part 200. The federal cost principles require all costs for projects to be allowable, reasonable, and allocable. Therefore transparency of the cost proposal is required to ensure compliance.

24. Buy American provision. Contractor will purchase, to the maximum extent practicable, domestic commodities or products in accordance with 48 CFR § 52.225-1 through § 52.225-26 and 41 USC Chapter 83. The Contractor shall purchase, to the maximum extent practicable, domestic agricultural commodities or products substantially processed in the United States. “Substantially” means the final processed product contains over 51% domestically grown agricultural commodities. The provision applies to all food purchases paid from the nonprofit school food service account. There are limited exceptions to this provision, however before utilizing an exception, alternatives to purchasing non-domestic food products should be considered.

    The City has preference for domestic end products for supplies acquired for the use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Contractor certifies that it is in compliance with all applicable provisions of the Buy America Act.

    Exceptions to the Buy American provision should be used as a last resort; exceptions include: (1) the product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities or of a satisfactory quality, or (2) costs of a U.S. product are significantly higher than the non-domestic product.

    To be considered for the alternative or exception to the Buy American provision, the request must be submitted in writing to the designated City of Eloy procurement official, a minimum of 7 days prior to delivery date. The request must include: (1) the alternative substitutes that are domestic and meet the required specifications, with price and

(2) the reason for exception, with limited/lack of availability or price. If price, include the price of the domestic food product and the price of the non-domestic product that meets the required specifications of the domestic product.

25. Federal awarding agency seal, logo, and flags. The Contractor shall not use the Federal Awarding Agency seal(s), logos, crests, or reproductions of flags or likenesses of the Federal Awarding Agency officials without specific pre-approval from the Federal Awarding Agency.

26. Compliance with federal law, regulations, and executive orders. This is an acknowledgement that financial assistance provided by the Federal Awarding Agency will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

27. No obligation by federal government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

28. Program fraud and false or fraudulent statements or related acts. The Contractor acknowledges that 31 USC Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Contractor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

AMES CONSTRUCTION, INC.

Contractor Name

M459W4SCYM19

Contractor UEI #

8333 E. Hartford Dr, Scottsdale, AZ 85255

Address, City, State, and Zip Code+4 (Use the following link if needed: https://tools.usps.com/go/ZipLookup)

602-431-2111 chriskane@amesco.com

Phone Number and Email Address

Chris Kane, Sr. VP Southwest Office

Printed Name and Title of Authorized Representative



06/17/2026

Signature of Authorized Representative Date

Exhibit A

Scope of Work

To be included as a separate exhibit to the contract.
The final Scope of Work (SOW) exhibit is the solicitation SOW including addenda and negotiated changes.

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

Project Specific Clarifications:

This Proposal is based on Scope of work provided, overview maps (see attached) and site visit for the City of Eloy, ADA Ramp Upgrade/New Installations.

1. Asphalt Restoration is based on 2' width around all new ramp/sidewalk installations.
2. ADA Ramps and Midblock to adhere to MAG 236-2, and 238-3 respectively.

General Clarifications

1. Any Pay Items not listed in our Proposal are excluded.
2. All work to be performed on one mobilization

Exclusions:

1. Traffic Control
2. Pavement Marking
3. QC Testing
4. Bond, Taxes, Design
5. Temporary Fencing and Security
6. Permits and Fees
7. Hazardous Material removal, handling, and disposal.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications, and conditions on the front of this proposal are satisfactory and are hereby accepted, giving AMES CONSTRUCTION authorization to complete work as specified. Payment terms to be established prior to starting work.

Ames Construction

Edgar Jimenez
Sr. Project Manager
602-540-0205

Exhibit B

Contract Pricing

To be included as a separate exhibit to the contract. Pricing reflects final negotiated contract pricing.

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

Eloy ADA Ramp Upgrade/New Install

Proposal Date: 3/6/2026

Project Description:

The ADA Ramp improvement project will include the replacement of seventeen (15) existing non-accessible ramps and removal of existing ADA sidewalk to install four (6) ADA ramps at appropriate crosswalks and bring up to compliance, totaling twenty-one (21) ramps. Improving these ADA ramps will directly enhance the accessibility of, safety, and functionality for the City of Eloy residents.

ADA Ramp Improvement Project Scope:

- Replacement of seventeen (15) existing non-accessible ramps
- Removal of existing sidewalk for installation of four (6) ADA ramps at appropriate crosswalks

Proposal:

BID ITEM	DESCRIPTION	BID QTY	UNIT	BID PRICE	BID TOTAL
100	Sawcut AC Pavement Only	171	LF	$13.00	$2,223.00
200	Remove Asphalt Pavement Section	342	SF	$14.00	$4,788.00
300	Remove Sidewalk Ramps (21 Each)	2,362.00	SF	$14.00	$33,068.00
400	Construct Sidewalk Ramps-MAG 236-2	15	EA	$4,350.00	$65,250.00
500	Construct Midblock Ramps-MAG 238-3	6	EA	$4,375.00	$26,250.00
600	AC-Replacement	342	SF	$35.00	$11,970.00
PROPOSAL TOTAL					**$143,549.00**

An Equal Opportunity Employer
Burnsville MN • Scottsdale AZ • Corona CA • Denver CO • West Valley City UT • Carlin & Reno NV • Charlotte NC

Pages 37 to 61 were added

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

1. Minimum wages and fringe benefits

i. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in 29 CFR 5.5(d) and (e), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of these contract clauses; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under 29 CFR 5.5(a)(1)(iii)) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. Frequently recurring classifications

A. In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to 29 CFR 5.5(a)(1)(iii), provided that:

1. The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

2. The classification is used in the area by the construction industry; and

3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

B. The Administrator will establish wage rates for such classifications in accordance with 29 CFR 5.5(a)(1)(iii)(A)(3). Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

iii. Conformance

A. The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be

classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is used in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B. The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

C. If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

D. In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

E. The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under 29 CFR 5.5 (a)(1)(iii)(C) and (D). The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to 29 CFR 5.5 (a)(1)(iii)(C) or (D) must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iv. Fringe benefits not expressed as an hourly rate

Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

v. Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

vi. Interest In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding

i. Withholding requirements

The U. S. Department of Housing and Urban Development may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in 29 CFR 5.5(a) for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in 29 CFR 5.5(a)(3)(iv), HUD may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

ii. Priority to withheld funds

The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Records and certified payrolls

i. Basic record requirements

- **A. Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- **B. Information required** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- **C. Additional records relating to fringe benefits***.* Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(v) that the wages of any laborer or mechanic include the amount of any

costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

D. Additional records relating to apprenticeship Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

ii. Certified payroll requirements

A. Frequency and method of submission The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to HUD if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system

B. Information required The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i)(B), except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.*, the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

C. Statement of Compliance Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information and basic records are being maintained under 29 CFR 5.5 (a)(3)(i), and such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly

from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

D. Use of Optional Form WH-347 The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by 29 CFR 5.5(a)(3)(ii)(C).

E. Signature The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

F. Falsification The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

G. Length of certified payroll retention The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iii. Contracts, subcontracts, and related documents The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

iv Required disclosures and access

A. Required record disclosures and access to workers The contractor or subcontractor must make the records required under 29 CFR 5.5(a)(3)(i)–(iii), and any other documents that HUD or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of HUD or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

B. Sanctions for non-compliance with records and worker access requirements If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

C. Required information disclosures Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to HUD if the agency is a party to

the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to HUD, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity

i. Apprentices

A. Rate of pay Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

B. Fringe benefits Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

C. Apprenticeship ratio The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to 29 CFR 5.5(a)(4)(i)(D). Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in 29 CFR 5.5(a)(4)(i)(A), must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

D. Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

ii Equal employment opportunity The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5 Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6 Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11), along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Department of Housing and
Urban Development may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

7 Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

i. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

ii. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

iii. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5; or
- **iv.** Informing any other person about their rights under the DBA, Related Acts, or 29 CFR parts 1, 3, or 5.

B. Contract Work Hours and Safety Standards Act (CWHSSA)

The Agency Head must cause or require the contracting officer to insert the following clauses set forth in 29 CFR 5.5(b)(1), (2), (3), (4), and (5) in full, or (for contracts covered by the Federal Acquisition Regulation) by reference, in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses must

be inserted in addition to the clauses required by 29 CFR 5.5(a) or 4.6. As used in this paragraph, the terms "laborers and mechanics" include watchpersons and guards.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in 29 CFR 5.5(b)(1) the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in 29 CFR 5.5(b)(1), in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 CFR 5.5(b)(1).
3. **Withholding for unpaid wages and liquidated damages**

i. **Withholding process** The U.S Department of Housing and Urban Development or the recipient of Federal assistance may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in 29 CFR 5.5(b) on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

ii **Priority to withheld funds** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or (b)(3)(i), or both, over claims to those funds by:

- **A.** A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- **B.** A contracting agency for its reprocurement costs;
- **C.** A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- **D.** A contractor's assignee(s);
- **E.** A contractor's successor(s); or
- **F.** A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

4. ***Subcontracts***. The contractor or subcontractor must insert in any subcontracts the clauses set forth in 29 CFR 5.5(b)(1) through (5) and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b)(1) through (5). In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss,

due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5 Anti-retaliation It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- **i.** Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in 29 CFR part 5;
- **ii.** Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR part 5;
- **iii.** Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR part 5; or
- **iv.** Informing any other person about their rights under CWHSSA or 29 CFR part 5.

C. CWHSSA required records clause In addition to the clauses contained in 29 CFR 5.5(b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other laws referenced by 29 CFR 5.1, the Agency Head must cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of 3 years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made and actual wages paid. Further, the Agency Head must cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

D. Incorporation of contract clauses and wage determinations by reference Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

E. Incorporation by operation of law The contract clauses set forth in this section (or their equivalent under the Federal Acquisition Regulation), along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by 29 CFR 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

F. HEALTH AND SAFETY

The provisions of this paragraph (F) are applicable where the amount of the prime contract exceeds **$100,000**.

1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
2. The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
3. The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

WORKER RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS WORKING ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

The law requires employers to display this poster where workers can readily see it.

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved federal or state apprenticeship programs.

RETALIATION

The law prohibits discharging or otherwise retaliating against workers for filing a complaint, cooperating in an investigation, or testifying in a proceeding under the Davis-Bacon and Related Acts.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Brizeida Medina
City of Eloy, Grants Specialist
595 N C. Street, Suite 104
Eloy, AZ 85131
(520) 464-3401

or contact the U.S. Department of Labor's Wage and Hour Division.

WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

866-487-9243
dol.gov/agencies/whd

WH1321 REV 07/24

DERECHOS DE LOS TRABAJADORES

BAJO LA LEY DAVIS-BACON

PARA OBREROS Y MECÁNICOS QUE TRABAJAN EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

La ley exige que los empleadores coloquen este cartel en un lugar donde los trabajadores puedan verlo fácilmente.

SALARIOS PREVALECIENTES

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

SOBRETIEMPO

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

CUMPLIMIENTO

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales Davis-Bacon permiten la rescisión del contrato y la exclusión de los contratistas de futuros contratos federales durante tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

APRENDICES

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

REPRESALIAS

La ley prohíbe despedir o tomar represalias contra los trabajadores por presentar una queja, cooperar en una investigación o testificar en un procedimiento bajo la Ley Davis-Bacon y Leyes Relacionadas.

PAGO APROPIADO

Si no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

Brizeida Medina
City of Eloy, Grants Specialist
595 N C. Street, Suite 104
Eloy, AZ 85131
(520) 464-3401

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.

DIVISIÓN DE HORAS Y SALARIOS
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

866-487-9243
dol.gov/agencies/whd

WH1321 SPA REV 07/24

"General Decision Number: AZ20260048 05/18/2026

State: Arizona

Construction Types: Highway

Counties: Arizona Counties of
Pinal

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

CARP1912-003 07/01/2024

	Rates	Fringes
CARPENTER, EXCLUDES FORMWORK CONCRETE	$ 35.89	14.98

ENGI0012-046 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: BULLDOZER	$ 35.56	18.12

ENGI0012-053 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: TRACTOR	$ 35.56	18.12

ENGI0012-063 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: OILER	$ 32.29	18.12

ENGI0012-065 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: FIELD EQUIPMENT SERVICEPERSON	$ 35.56	18.12

ENGI0012-066 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: BACKHOE/BACKHOE & LOADER COMBO/TRACK BACKHOE	$ 35.56	18.12

ENGI0012-069 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: LOADER/FRONT END LOADER	$ 35.56	18.12

ENGI0012-070 12/01/2024

	Rates	Fringes
TRUCK DRIVER: OFF ROAD TRUCK	$ 35.56	18.12

ENGI0012-071 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: CRANE/DERRICK	$ 36.64	18.12

ENGI0012-072 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: EXCAVATOR/TRACKHOE (GREATER THAN 1/2 CUBIC YARD)	$ 36.64	18.12
POWER EQUIPMENT OPERATOR: EXCAVATOR/TRACKHOE (1/2 CUBIC YARD OR SMALLER)	$ 35.56	18.12

ENGI0012-073 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: GRADE CHECKER	$ 36.64	18.12

ENGI0012-074 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: MOTOR GRADER/BLADE	$ 36.64	18.12

ENGI0012-075 12/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: MECHANIC	$ 37.67	18.12

IRON0075-014 08/01/2025

	Rates	Fringes
IRONWORKER	$ 33.00	19.91

LABO1184-016 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: HORIZONTAL DIRECTIONAL DRILL	$ 31.98	9.26

LABO1184-017 06/01/2025

	Rates	Fringes
LABORER: FENCE ERECTOR	$ 27.41	9.26

LABO1184-021 06/01/2025

	Rates	Fringes
TRAFFIC CONTROL	$ 27.41	9.26

LABO1184-025 06/01/2025

	Rates	Fringes
LABORER: ASPHALT, INCLUDES RAKER, SHOVELER, SPREADER AND DISTRIBUTOR	$ 29.91	9.26

LABO1184-027 06/01/2025

	Rates	Fringes
LABORER: GRADE SETTER	$ 29.91	9.26

LABO1184-029 06/01/2025

	Rates	Fringes
LABORER: GUARDRAIL INSTALLER	$ 29.91	9.26

LABO1184-033 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: TRENCHER	$ 30.88	9.26

LABO1184-039 06/01/2025

	Rates	Fringes
LABORER: GENERAL	$ 27.41	9.26

LABO1184-044 06/01/2025

	Rates	Fringes
POWER EQUIPMENT OPERATOR: FORKLIFT	$ 30.88	9.26

LABO1184-045 06/01/2025

	Rates	Fringes
LABORER: MASON TENDER	$ 30.88	9.26

LABO1184-047 06/01/2025

	Rates	Fringes
TRUCK DRIVER: CONCRETE	$ 30.88	9.26

LABO1184-048 06/01/2025

	Rates	Fringes
TRUCK DRIVER: DUMP	$ 30.88	9.26

LABO1184-049 06/01/2025

	Rates	Fringes
TRUCK DRIVER: WATER	$ 30.88	9.26

SUAZ2023-025 11/19/2024

	Rates	Fringes
TRUCK DRIVER: SWEEPER	$ 20.24	5.48
TRUCK DRIVER: OIL DISTRIBUTOR	$ 29.41	7.63
POWER EQUIPMENT OPERATOR: SCRAPER	$ 29.74	0.00
POWER EQUIPMENT OPERATOR: PAVER/SPREADER/FINISH EQUIPMENT (ASPHALT, AGGREGATE, & CONCRETE)	$ 31.92	0.00
POWER EQUIPMENT OPERATOR: MILLING MACHINE	$ 31.16	0.00
POWER EQUIPMENT OPERATOR: DRILL RIG/AUGER	$ 36.74	13.07
POWER EQUIPMENT OPERATOR: CONCRETE SCREED	$ 26.41	7.64
POWER EQUIPMENT OPERATOR: CONCRETE PUMP TRUCK	$ 43.11	10.87
POWER EQUIPMENT OPERATOR: COMPACTOR/ROLLER	$ 29.75	0.00
POWER EQUIPMENT OPERATOR: BROOM/SWEEPER	$ 25.95	6.62
POWER EQUIPMENT OPERATOR: BOOM/CRANE TRUCK	$ 43.11	10.87
POWER EQUIPMENT OPERATOR: BOBCAT/SKID STEER/SKID LOADER	$ 30.09	8.72
PAINTER: SIGN AND DISPLAY ERECTOR	$ 18.03	0.00
PAINTER: PAVEMENT MARKING	$ 23.35	6.34
LABORER: PIPELAYER	$ 26.04	7.09
LABORER: LANDSCAPE LABORER	$ 19.00	6.34
LABORER: CONCRETE SAW (HAND HELD/WALK BEHIND)	$ 25.22	5.08
ELECTRICIAN	$ 29.00	7.58
CEMENT MASON/CONCRETE FINISHER	$ 30.42	0.00
CARPENTER: FORMWORK CONCRETE	$ 29.84	8.85

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification

and rate) determination
On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:
Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:
Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:
Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210
The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.
==========
END OF GENERAL DECISION
"

AMES CONSTRUCTION, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
M459W4SCYM19	**0K3W0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 3, 2027**	
Physical Address	Mailing Address	
2500 County Road 42 W **Burnsville, Minnesota 55337-6911** **United States**	**2500 County Road 42 W** **Burnsville, Minnesota 55337-6911** **United States**	

Business Information

Doing Business as	Division Name	Division Number
AMES CONSTRUCTION INC	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Minnesota 02	**Minnesota / United States**	**amesconstruction.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 5, 2026	**Mar 3, 2026**	**May 29, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jan 1, 1960	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
10ZE2	**AMES CONSTRUCTION HOLDING COMPANY, INC.**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Subchapter S Corporation**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**0K3W0**

Points of Contact

Electronic Business

THOMAS W BESSEL, CFO
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

JEROME T OUIMET, PRESIDENT
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

Government Business

THOMAS W BESSEL, CFO
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

JEROME T OUIMET, PRESIDENT
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

Past Performance

THOMAS W BESSEL, CFO
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

THOMAS W BESSEL, CFO
2500 County Road 42 W
Burnsville, Minnesota 55306
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

Yes, this entity appears in the disaster response registry.

Yes, this entity require bonding to bid on contracts.

Bonding Levels	Dollars
Construction Aggregate	**$6,000,000,000.00**
Construction Per Contract	**$750,000,000.00**

States	Counties	Metropolitan Statistical Areas
All of the United States	**(blank)**	**(blank)**

MBE/WBE Compliance Documentation

Please provide this information with the bid and with each executed contract.

Contractor/ Subcontractor name	Amount of contract	Trade	Race/ Ethnicity	WBE	EIN/TIN	SAM.gov UEI	Section 3 Employer
Ames Construction	$143,549.00	1	1	No	41-0871375	M459W4SCYM19	

Trade code:
1 – new construction
2 – substantial rehab
3 – repair
4 – service
5 – project management
6 – professional
7 – tenant services
8 – education/training
9 – architectural/engineering appraisal
0 – other

Race/Ethnicity code:
1 – white American
2 – black American
3 – Native American
4 – Hispanic American
5 – Asian/Pacific American

8333 E. Hartford Dr. Scottsdale AZ 85255
Address of contractor/subcontractor listed above

Signature of Authorized Agent or Representative and Date

Edgar Jimenez - Senior Project Manager
Printed Name and Title

Brizeida Medina

From: Edgar Jimenez <EdgarJimenez@amesco.com>
Sent: Tuesday, June 2, 2026 2:29 PM
To: Brizeida Medina
Cc: Ralph Moran
Subject: RE: City of Eloy ADA Ramp Upgrade
Attachments: Proposal Eloy MAG 250-2 Driveway.pdf

CAUTION: This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brizeida, see attached sow. Also, Ames is not MBE/WBE. Let me know if you have any questions.

thanks

Edgar Jimenez
Senior Project Manager
EdgarJimenez@amesco.com
Mobile: 602-540-0205
Southwest: 602-431-2111
8333 E. Hartford Drive
Scottsdale AZ 85255

Ames Construction

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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.

From: Brizeida Medina <bmedina@EloyAZ.gov>
Sent: Tuesday, June 2, 2026 1:59 PM
To: Edgar Jimenez <EdgarJimenez@amesco.com>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: [EXTERNAL] RE: City of Eloy ADA Ramp Upgrade

CAUTION: This email originated from outside of Ames Construction. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact Ames IT with questions or concerns.

Good afternoon Edgar,

Our attorney is reviewing the corrections that were provided. Can you send over a SOW document so we can include in the contract as Exhibit A?

Also, we're still needing the MBE/WBE form.

Thank you,

Brizeida Medina
Grants Specialist
City of Eloy
595 N. C Street, Suite 103 | Eloy, AZ 85131
Office: (520) 464-3426 Fax: (520) 466-3760
E: bmedina@eloyaz.gov | W: www.eloyaz.gov

From: Edgar Jimenez <EdgarJimenez@amesco.com>
Sent: Friday, May 29, 2026 1:20 PM
To: Brizeida Medina <bmedina@EloyAZ.gov>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: RE: City of Eloy ADA Ramp Upgrade

CAUTION: This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

See attached COI.

Edgar Jimenez
Senior Project Manager
EdgarJimenez@amesco.com
Mobile: 602-540-0205
Southwest: 602-431-2111
8333 E. Hartford Drive
Scottsdale AZ 85255

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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.

From: Edgar Jimenez <EdgarJimenez@amesco.com>
Sent: Friday, May 29, 2026 1:13 PM
To: 'Brizeida Medina' <bmedina@EloyAZ.gov>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: RE: City of Eloy ADA Ramp Upgrade

Here you go.

Thanks

Edgar Jimenez
Senior Project Manager
EdgarJimenez@amesco.com
Mobile: 602-540-0205
Southwest: 602-431-2111
8333 E. Hartford Drive
Scottsdale AZ 85255

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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.

From: Brizeida Medina <bmedina@EloyAZ.gov>
Sent: Friday, May 29, 2026 11:07 AM
To: Edgar Jimenez <EdgarJimenez@amesco.com>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: [EXTERNAL] RE: City of Eloy ADA Ramp Upgrade

CAUTION: This email originated from outside of Ames Construction. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact Ames IT with questions or concerns.

Good morning,

Would you be able to provide the missing information on page 35? There's contact information, as well as the needed UEI #. I'll have our city attorney review once that's provided.

Thank you,

Brizeida Medina
Grants Specialist
City of Eloy
595 N. C Street, Suite 103 | Eloy, AZ 85131
Office: (520) 464-3426 Fax: (520) 466-3760
E: bmedina@eloyaz.gov | W: www.eloyaz.gov

From: Edgar Jimenez <EdgarJimenez@amesco.com>
Sent: Friday, May 29, 2026 9:31 AM
To: Brizeida Medina <bmedina@EloyAZ.gov>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: City of Eloy ADA Ramp Upgrade

CAUTION: This email originated from outside the City of Eloy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning, see attached driveway proposal and contract with our notes/comments. Please review and let me know if you have any questions.

thanks

Edgar Jimenez
Senior Project Manager
EdgarJimenez@amesco.com
Mobile: 602-540-0205
Southwest: 602-431-2111
8333 E. Hartford Drive
Scottsdale AZ 85255

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Any views expressed in this message are those of the individual sender and may not necessarily reflect the views of the company.

From: Brizeida Medina <bmedina@EloyAZ.gov>
Sent: Wednesday, May 27, 2026 2:19 PM
To: Edgar Jimenez <EdgarJimenez@amesco.com>
Cc: Ralph Moran <rmoran@EloyAZ.gov>
Subject: [EXTERNAL] RE: City of Eloy ADA Ramp Upgrade

You don't often get email from bmedina@eloyaz.gov. Learn why this is important

CAUTION: This email originated from outside of Ames Construction. DO NOT click links or open attachments unless you recognize and/or trust the sender. Contact Ames IT with questions or concerns.

Good afternoon,

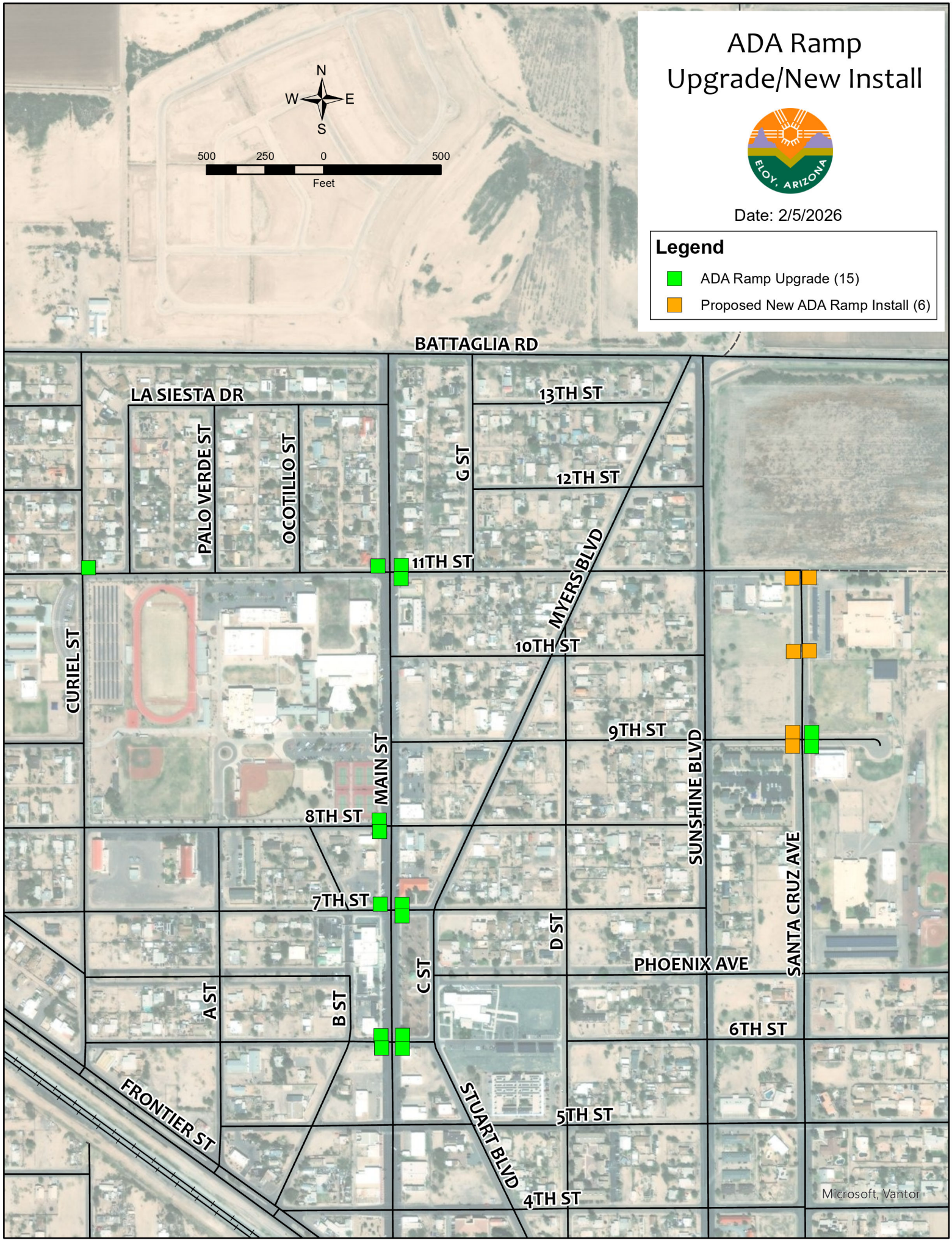
I've attached a copy of a draft contract for your review and edits. All the required changes are in red text. Please let me know if there's any language Ames will need to include.

Please be sure to include the filled out MBE/WBE form and UEI # for Sam.gov verification.

Thank you,

Brizeida Medina
Grants Specialist
City of Eloy
595 N. C Street, Suite 103 | Eloy, AZ 85131
Office: (520) 464-3426 Fax: (520) 466-3760
E: bmedina@eloyaz.gov | W: www.eloyaz.gov

From: Brizeida Medina
Sent: Wednesday, May 20, 2026 11:52 AM


ADA Ramp Upgrade/New Install
ELOY, ARIZONA
Date: 2/5/2026
Legend
ADA Ramp Upgrade (15)
Proposed New ADA Ramp Install (6)
N
W
E
S
500
250
0
500
Feet
BATTAGLIA RD
LA SIESTA DR
PALO VERDE ST
OCOTILLO ST
G ST
13TH ST
12TH ST
11TH ST
MYERS BLVD
10TH ST
CURIEL ST
9TH ST
SUNSHINE BLVD
MAIN ST
8TH ST
SANTA CRUZ AVE
7TH ST
D ST
PHOENIX AVE
C ST
A ST
B ST
6TH ST
FRONTIER ST
STUART BLVD
5TH ST
4TH ST
Microsoft, Vantor

SUBRECIPIENT AGREEMENT
BETWEEN
PINAL COUNTY
AND
CITY OF ELOY
FOR
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
FISCAL YEAR: 2025

THIS SUBRECIPIENT AGREEMENT (this "**Agreement**") is dated the 18 day of February, 2026, and is made by and between PINAL COUNTY, a political subdivision of the State of Arizona (the "**County**") and the City of Eloy, a municipal corporation of the State of Arizona (the "**Subrecipient**"). The County and the Subrecipient are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended (the "**Act**") and applicable regulations of the United States Department of Housing and Urban Development ("**HUD**"), as amended (the "**Regulations**"), the County is a qualified urban county entitled to receive Community Development Block Grant ("**CDBG**") funding through HUD; and,

WHEREAS, the County has applied for and received funds from HUD under the Act; and,

WHEREAS, the County desires to engage the Subrecipient to assist the County in utilizing such funds; and,

WHEREAS, the Subrecipient is a unit of general local government under the Act and Regulations, and elected to participate with the County in the CDBG Entitlement funding program administered by the County (the "**Program**"); and,

WHEREAS, the County and the Subrecipient are parties to that certain Community Development Block Grant Cooperation and Coordination Agreement dated July 7, 2021 pursuant to which the Parties defined their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations, a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by this reference (the "**CDBG Agreement**").

AGREEMENT

NOW, THEREFORE, it is agreed between the Parties as follows:

1. Activities. The Subrecipient will be responsible for implementing a CDBG eligible activity or project in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds. Such project will include the eligible activities under the CDBG program as set forth in **Exhibit "B"**.

2. Project Scope. The scope of the project is set forth in the attached **Exhibit "B"**. The County and the Subrecipient agree to cooperate in performing work necessary in connection with the completion of the project described therein (the "**Project**") and as provided in Section 4, below.

3. National Objectives. All activities funded with CDBG funds must meet one of the CDBG program's National Objectives to: (1) benefit low- and moderate-income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in 24 CFR § 570.208. The Subrecipient certifies that the activities carried out under this Agreement will meet one or more of these National Objectives as set forth in **Exhibit "B"**.

4. Parties' General Obligations.

   a. The County. The County shall be primarily responsible, after consultation with the Subrecipient, for ensuring compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the completion of the Project as indicated under 24 CFR Part 570. This shall include, but not be limited to, maintaining financial and other records documenting eligibility, provision of services, and the Subrecipient's expenses relative to the Project as a result of assistance provided through the CDBG program.

   b. The Subrecipient. The Subrecipient shall be primarily responsible, after consultation with the County, for all work in connection with the Project. The Subrecipient shall be responsible for compliance with all Federal, State and local laws, ordinances, rules, regulations and requirements applicable to the Project as indicated under 24 CFR Part 570. Duties include, but are not limited to: environmental compliance, procurement of applicable services, permitting, reporting, financial reporting, and construction management including inspections and Davis-Bacon Act compliance. Upon completion of the Project, the Subrecipient shall be solely responsible for the operation and maintenance of the Project.

5. Performance Monitoring. The County will monitor performance of the Subrecipient against goals and performance standards required herein. Substandard performance, as determined by the County, will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated.

6. Funding and Project Budget. Funds provided for this project are in whole or in part through Title I of the Housing and Community Development Act of 1974, as amended, Community Development Block Grant funds CFDA#14.218. A detailed project budget and funding are included under **Exhibit "B"**.

   a. Pre-award Costs may be applicable and allowable under this project. Consultation with the County will be required.

   b. Program Income shall be returned to the County in accordance with 24 CFR § 570.504, Program income. The County shall retain the program income transfers of grant funds by the Subrecipient which shall be adjusted according to the principles described in paragraphs (b)(2)(i) and (ii) of 24 CFR 570.504. Any program income on hand when the CDBG

Agreement expires, or received after the CDBG Agreement's expiration, shall be paid to the County as required by 24 CFR § 570.503, Agreements with subrecipients.

c. Uniform requirements. The Subrecipient shall comply with applicable uniform requirements, as described in 24 CFR § 570.502, Applicability of uniform administrative requirements, regardless of whether the same are specifically referenced in this Agreement.

   i. Requirements for governmental agencies include, but may not be limited to: 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", which incorporates OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments; 24 CFR Part 85 Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, as modified by 24 CFR § 570.502(a); and OMB Circular A-133 Audits of state and local governments and non-profit agencies.

   ii. Requirements for non-profit organizations include, but may not be limited to: 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", which incorporates OMB Circular A-122 Cost principles for non-profit organizations, 24 CFR Part 84 Grants and agreements with non-profit organizations, and OMB Circular A-133 Audits of state and local governments and non-profit agencies.

7. Schedule of Completion. The effective dates of this Agreement are upon execution by the Chair of the Board of Supervisors and ends on December 31, 2026.

8. Insurance.

   a. The Subrecipient, shall and shall cause any of its subcontractors to purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of not less than A-6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies who are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.

   b. All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.

   c. The Subrecipient's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

d. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

e. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the County under such policies. The Subrecipient shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Subrecipient to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

f. The County reserves the right to request and to receive, within 10 working days, certified copies of any or all the herein required insurance certificates. The County shall not be obligated to review policies and/or endorsements or to advise the Subrecipient of any deficiencies in such policies and endorsements, and such receipt shall not relieve the Subrecipient from, or be deemed a waiver of the County's right to insist on strict fulfillment of the Subrecipient's obligations under this Agreement.

g. The insurance policies required by this Agreement shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

h. The policies required hereunder, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of the Subrecipient's work or service.

i. Coverage provided by the Subrecipient shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

j. Commercial General Liability:

    i. Commercial General Liability (CGL) insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than $2,000,000 for each occurrence, $2,000,000 Products/Completed Operations Aggregate, and $4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

k. Workers' Compensation:

    i. Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Subrecipient's employees engaged in the performance of the work or services under this Agreement; and Employer's Liability

insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee, and $1,000,000 disease policy limit.

ii. The Subrecipient waives all rights against the County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by the Subrecipient pursuant to this Agreement.

l. Automobile Liability: Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 each occurrence with respect to any of the Subrecipient owned, hired, and non-owned vehicles assigned to or used in performance of the Subrecipient's work or services under this contract.

The policy shall be endorsed to include the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds with respect to liability arising out of the activities performed by or on behalf of the Subrecipient, involving automobiles owned, leased, hired and/or non-owned by the Subrecipient, and shall insure the County to the full limits of liability purchased by the Subrecipient even if those limits of liability are in excess of the minimum limits required by this contract.

The policy shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claim arising out of the Subrecipient's work or service."

m. Builder's Risk (Property) Insurance, if scope of work includes building or renovating structures.

i. The Subrecipient shall purchase and maintain, on a replacement cost basis, Builders' Risk insurance in the amount of the initial CDBG Agreement amount as well as subsequent modifications thereto for the entire work at the site. Such Builders' Risk insurance shall be maintained until final payment has been made or until no person or entity other than the County has an insurable interest in the property required to be covered, whichever is earlier. This insurance shall name the County, the Subrecipient and all of the Subrecipient's subcontractors and sub-subcontractors as insured on the policy. For new construction projects, the Subrecipient agrees to assume full responsibility for loss or damage to the work being performed and to the structures under construction. For renovation construction projects, the Subrecipient agrees to assume responsibility for loss or damage to the work being performed at least up to the full CDBG Agreement amount, unless otherwise required by this Agreement documents or amendments thereto.

ii. Builders' Risk insurance shall be on a Special Causes of Loss form and shall also cover false work and temporary buildings and shall insure against risk of direct physical loss or damage from external causes including debris removal, demolition occasioned by enforcement of any applicable legal requirements, and shall cover

reasonable compensation for architect's service and expenses required as a result of such insured loss and other "soft costs" as required by the CDBG Agreement.

iii. Builders' Risk insurance must provide coverage from the time any covered property comes under the Subrecipient's control and/or responsibility, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, and while on the construction or installation site awaiting installation. The policy will provide coverage while the covered premises or any part thereof are occupied. Policy must contain a waiver of subrogation against the County.

iv. If the CDBG Agreement requires testing of equipment or other similar operations, at the option of the County, the Subrecipient will be responsible for providing property insurance for these exposures under a Boiler Machinery insurance policy or the Builders' Risk Insurance policy.

n. Certificates of Insurance:

i. Upon execution of the CDBG Agreement, the Subrecipient shall and shall cause any of its subcontractors to furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the CDBG Agreement, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement name and title.

ii. Prior to commencing work or services under this Agreement, the Subrecipient shall have insurance in effect as required by the CDBG Agreement in the form provided by the County, issued by the Subrecipient's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County upon ten (10) business days.

iii. In the event any insurance policy(ies) required by this Agreement is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the Subrecipient's work or services and as evidenced by annual Certificates of Insurance.

iv. If a policy does expire during the life of the CDBG Agreement, a renewed Certificate of Insurance must be sent to the County forty-five (45) days prior to the expiration date.

o. Cancellation and Expiration Notice:

i. Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

ii. If the Subrecipient or the Subrecipient's contractors provide professional or semi-professional personal services under this Agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, architects, licensed trades or legal services, the Subrecipient or the Subrecipient's contractors shall carry minimum liability coverage of $2,000,000 each occurrence and provide the County with proof of coverage.

p. Subcontractors: The Subrecipient's certificate(s) shall include all subcontractors as insureds under its policies or the Subrecipient shall furnish to the County separate certificates for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

q. Approval: Any modification or variation from the insurance requirements of this Agreement must have prior approval from the County whose decision shall be final. Such action will not require a formal agreement amendment but may be made by administrative action.

r. Exceptions: In the event the Subrecipient is a public entity, the Subrecipient shall provide a Certificate of Self-Insurance or a Certificate of Proof of Pool Insurance to comply with proof of coverage.

9. Suspension and Termination. This Agreement shall remain in force and effect until completion of the Project or by the Schedule of Completion date in Section 7 above, whichever comes first, and shall comply with the applicable noncompliance, suspension, and termination requirements, in accordance with 2 CFR Part 200, Subpart D §§ 200.339-343. Consistent therewith, the County may suspend or terminate this Agreement if the Subrecipient fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

The Subrecipient further specifically agrees to comply with the schedule included in **Exhibit "B"**. Failure to demonstrate timely substantial completion of the project may result in recapture of funds. Substantial completion is defined as having requested a minimum of 50% reimbursement from the County, the Project is on target for completion by the completion date in Section 7, and all documentation has been submitted to the County and has been deemed accurate and complete. Documentation includes but is not limited to quarterly reporting and labor standard documentation.

The Subrecipient further specifically agrees the Project may be cancelled and funds recaptured if the Project has been determined to not comply with this Agreement, the Application submitted, and the environmental review record completed.

10. General Compliance. The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)), including Subpart K, except that:

    a. The Subrecipient does not assume the County's environmental responsibilities described in 24 CFR § 570.604; and

    b. The Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

11. Environmental Review. In accordance with 24 CFR Parts 50 and 58, an environmental review of each project carried out with federal funds must be completed. Completion of the review and receipt of a release of funds is required prior to expending funds.

12. Davis-Bacon and Related Acts. This project shall comply with the federal prevailing wage requirements as applicable under 24 CFR § 570.603 and the U.S. Department of Housing and Urban Development Davis-Bacon and Labor Standards Office.

13. Procurement. This project shall comply with the Federal, State and County Procurement Policy to ensure a fair and open procurement process which encourages participation from small and disadvantaged businesses including minority and women owned businesses in accordance with 2 CFR Part 200.

    a. Compliance: The Subrecipient shall comply with current County policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.

    b. Standards: Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200 Subpart D.

    c. Construction Materials: The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference

requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. Unless an effective waiver of BABA Provisions as applied to Recipients of HUD Federal Financial Assistance applies to this Agreement, the Subrecipient shall procure all iron, steel, manufactured products, and construction materials in accordance with BABA. As of November 23, 2022, HUD issued a departmentwide public interest De Minimis and Small Grants waiver to the Buy America Domestic Content Procurement Preference (Buy America Preference or BAP) as applied to the iron, steel, manufactured products, and construction materials requirement of BABA for recipients of Federal Financial Assistance for infrastructure projects whose total cost (including HUD funding and funding from any other source) is an amount equal to or less than the 2 CFR § 200.1 Simplified acquisition threshold, which is currently $250,000.

d. Travel: The Subrecipient shall obtain written approval from the County for any travel outside the County and Phoenix metropolitan area with funds provided under this Agreement.

e. All contractors and subcontractors performing work under this Agreement shall be registered in SAM.gov in order to verify if they are debarred or suspended from doing business with the federal government.

f. The Subrecipient shall comply with the requirements of the Federal Funding Accountability and Transparency Act (FFATA). Subrecipients with federal grant awards greater than or equal to $25,000 as of October 1, 2010 are subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. The County is required to file a FFATA report by the end of the month following the month in which the Subrecipient awards any contract greater than or equal to $25,000. This is required for all contractors and subcontractors awarded under this Agreement.

   Information to be collected and provided to the County for each contract includes:

   i. Date of executed agreement for all construction and subcontractor contracts)
   ii. Unique Entity Identifier/Unique Entity ID
   iii. Agency name and address
   iv. Contract amount
   v. Project description
   vi. Location of performance

14. Other program requirements.

   a. In addition to other certifications made throughout the body of this Agreement, the Subrecipient acknowledges and certifies compliance with the certifications included under **Exhibits "D" and "E"**.

15. Use and Reversion of Assets. The use and disposition of real property and equipment under this

Agreement shall be in compliance with the requirements of 2 CFR Part 200 and 24 CFR §§ 570.502, 570.503, and 570.504, as applicable, which include, but are not limited to, the following:

a. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

b. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR § 570.208 until ten (10) years after expiration of this Agreement (or such longer period of time as the County deems appropriate). If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period (or such longer period of time as the County deems appropriate).

c. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

16. Relocation, real property acquisition and one-for-one housing replacement.

a. As applicable to the activities contemplated hereby, the Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR § 570.606(b); (b) the requirements of 24 CFR § 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act (HCD); and (c) the requirements in 24 CFR § 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR § 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

17. Drug Free Workplace. As applicable to the Project, the Subrecipient will provide a drug-free workplace. The Subrecipient shall comply with the Drug-Free Workplace Act of 1988 and implementing regulations in 2 CFR Part 2429 regarding maintenance of a drug-free workplace. The Subrecipient shall comply with the "Certification Regarding Drug-Free Workplace Requirements"

attached hereto as **Exhibit "E"**. The Subrecipient shall ensure that the provisions of the clauses in **Exhibit "E"** are included in all third party contracts, subcontracts, and purchase orders that exceed ten thousand dollars ($10,000), so that the provisions will be binding upon each subcontractor or vendor.

18. Financial Management. Accounting Standards: The Subrecipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

19. Documentation and Record Keeping.

    a. Records to be maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR § 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to:

        i. Records providing a full description of each activity undertaken;

        ii. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

        iii. Records required to determine the eligibility of activities;

        iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

        v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

        vi. Financial records as required by 24 CFR § 570.502, and 24 CFR § 84.21-28;

        vii. Other records necessary to document compliance with Subpart K of 24 CFR Part 570; and

        viii. Records outlined in the CDBG Application and Forms document available at: https://www.pinal.gov/grants.

    b. Retention: The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the CDBG Agreement program income for a period of five (5) years. The retention period begins on the date of the submission of the County's annual performance and evaluation report to HUD in which the activities assisted under the CDBG Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

c. Client Data: The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the County's monitors or its designees for review upon request.

d. Disclosure: The Subrecipient understands client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the Subrecipient's responsibilities with respect to services provided under this contract unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

e. Close-outs: The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period the Subrecipient has control over CDBG funds, including program income.

f. Audits & Inspections: All of the Subrecipient's records with respect to any matters covered by this Agreement shall be made available to the County, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and OMB Circular A-133.

20. Reporting and Payment Procedures.

a. Program Income: The Subrecipient shall report quarterly all program income (as defined at 24 CFR § 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR § 570.504. By way of further limitations, the Subrecipient may only use such income under this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

b. Indirect Costs: If indirect costs are charged, the Subrecipient shall provide documentation of its indirect cost rate, as approved by its cognizant agency. If an approved indirect cost

rate is not available, the Subrecipient will develop an indirect cost allocation plan for determining the Subrecipient's appropriate share of administrative costs and shall submit such plan to the County for approval, in a form specified by the County.

c. Payment Procedures: The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County in accordance with advance fund and program income balances available in the Subrecipient's accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

d. Progress Reports: The Subrecipient shall submit quarterly progress reports to the County in the form, content, and frequency as required by the County to ensure compliance and timeliness. Specific reporting data points are included under **Exhibit "C".**

21. County Recognition. The Subrecipient shall insure recognition of the role of the County in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

22. Representations and Warranties.

a. The Parties warrant that they are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of their employees and warrant they are in compliance with A.R.S. § 23-214A which requires e-verification of each employee's legal employability after they are employed.

b. The Parties agree that all contracts awarded to contractors in connection with the Project shall include a provision stating that the contractor understands and acknowledges that contractor must comply with the Americans and Disabilities Act, The Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, A.R.S. §34-301; A.R.S. §34-302; A.R.S. §41-4401 and A.R.S. §23-214(A), listed on the SAM.gov website, not listed on the excluded parties list, and that the contractor shall include this provision in any contract the contractor enters into with any and all of its subcontractors who provide services under any contract awarded to contractor by the County or the Subrecipient for the Project.

c. The Parties agree that all contracts awarded to contractors and/or subcontractors in connection with the work to be performed under this Agreement shall include the following provisions:

i. The contractor, or subcontractor, whichever is applicable, warrants its compliance with all federal immigration laws and regulations relating to its employees and its compliance with A.R.S. § 23-214A.

ii. A breach of warranty under paragraph (i) above shall constitute a material breach of the contract and is subject to penalties up to and including termination of the contract.

iii. Pursuant to the provisions of A.R.S. § 41-4401, the contractor or subcontractor, whichever is applicable, warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees and A.R.S. § 23-214 which requires verification of each employee's legal employability, after they are employed, using the e-verify program. Contractor and/or subcontractor shall obtain statements from their employees and subcontractors certifying compliance and shall furnish the statements to the County or the Subrecipient, as applicable. The County or the Subrecipient, at their sole discretion, may conduct random verifications of employment records of the contractor and any subcontractors to ensure compliance. The contractor agrees to assist in performing any such random verifications. These certifications shall remain in effect through the term of the contract. The contractor and subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the contract.

iv. Any and all Federal, State and local contractual requirements including, without limitation, those relating to remedies, termination, employment, labor, records, environment and energy.

d. Civil Rights.

i. Compliance: The Subrecipient agrees to comply with the State of Arizona Civil Rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

ii. Nondiscrimination: The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR § 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the Act are still applicable.

iii. Land Covenants: This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. 200d *et seq.* and implementing regulations in

24 CFR Part 1) and 24 CFR §§ 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. Section 504: The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability in programs that receive Federal financial assistance. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

v. Americans with Disabilities Act. Subrecipient will comply with 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.

e. Affirmative Action.

i. Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. Women- and Minority-Owned Businesses (W/MBE): The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro- Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian- Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

iii. Access to Records. The Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

iv. Notifications. The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Equal Employment Opportunity, Civil Rights, and Affirmative Action (EEO/AA) Statement: The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

vi. Subcontract Provisions. The Subrecipient will include the provisions of Sections 22(d), Civil Rights, and 22(e), Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

f. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR § 60-1.3 must include the equal opportunity clause provided under 41 CFR § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 CFR Part, 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 CFR Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). *See* 2 CFR Part 200, Appendix II(C).

g. During the performance of this Agreement, the Subrecipient agrees as follows:

i. The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. They agree to post in conspicuous places, available to employees and applicants for employment,

notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin (including limited English proficiency), religion, disability, age, sex, sexual orientation, or gender identity.

h. Employment Restrictions.

i. Prohibited Activity: The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

ii. Labor Standards: The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of 29 CFR Part 5. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. "Section 3" Clause.

i. Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this

contract and binding upon the County, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the County, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the CDBG Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that the employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low - and very low-income persons in the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area where the project is located."

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs

The Parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this Agreement, the Parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR Part 75 regulations.

ii. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

iii. Subcontracts. The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

23. Conduct.

a. Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County; provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

b. Subcontracts.

i. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the County prior to the execution of such agreement.

ii. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

iii. Content. The Subrecipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

iv. Selection Process. The Subrecipient shall undertake to insure that all subcontracts issued for the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

c. Hatch Act. The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of 5 U.S.C. Chapter 15.

d. Conflict of Interest. The Subrecipient agrees to abide by the provisions of 2 CFR §200.112 and 570.611, which include (but are not limited to) the following:

i. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

ii. No employee, officer, or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

e. Anti-Lobbying. The Subrecipient hereby certifies that:

i. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient will report this to the County and the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

iii. The Subrecipient will require the language of this Anti-Lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

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

f. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

g. Religious Activities. The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities such as worship, religious instruction, or proselytization.

24. Environmental Conditions.

a. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C. 7401 *et seq.* pursuant to 40 CFR Part 50, as amended.

ii. Federal Water Pollution Control Act commonly known as the Clean Water Act, as amended, 33 U.S.C. 1251 *et seq.*, as amended, 33 U.S.C. 1318 relating to inspection, monitoring, entry, reports, information, requirements, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations.

b. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

c. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners,

prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

d. Historic Preservation: The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

25. General Terms.

a. Severability. If any term or provision of this Agreement shall, to any extent be invalid or unenforceable under applicable law, then the remaining terms and provisions of this Agreement shall not be affected thereby, and each of such remaining terms and provisions shall be valid and enforced to the extent permitted by law.

b. Exhibits. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement, and all references to this Agreement shall include the exhibits hereto.

c. Amendments. The County or the Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each Party, and approved by the County's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the County or the Subrecipient from its obligations under this Agreement.

The County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the County and the Subrecipient.

d. Section Heading and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

e. Waiver. The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

f. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

g. Mutual Indemnification. To the maximum extent permitted by law, each Party (as "**Indemnitor**") agrees to indemnify, defend and hold harmless the other Party, its governing body, officers, officials, agents, employees, and volunteers (as "**Indemnities**") from and against any and all claims, losses, liabilities, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of actions taken in performance of this Agreement to the extent that such Claims are caused by the acts, omissions, negligence, misconduct, or other fault of the Indemnitor, its officers, governing body, officials, agents, employees, or volunteers.

h. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

i. Entire Understanding. This Agreement contains the entire agreement between the Parties, and no statements, promises or inducements made by either Party, their agents, or employees that are not contained herein shall be valid or binding. This Agreement may not be altered except in writing and signed by both Parties hereto.

j. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

a. E-verify. The Subrecipient warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

   i. Its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214;

   ii. That a breach of this warranty shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability.

iii. That the County retains the legal right to inspect the papers and employment records of any Subrecipient contractor or employee who works on the Project in any way or otherwise performs services in relation to this Agreement, to ensure that the Subrecipient is complying with the warranty provided above and that the Subrecipient agrees to make all papers and employment records of said contractor(s) and employee(s) available during normal working hours in order to facilitate such an inspection.

k. Israel Boycott Prohibited. The Subrecipient hereby certifies to the County as follows: that it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of Israel pursuant to A.R.S §35-393.01(A). Further that a breach of this Certification shall constitute a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement, and that the County retains the legal right to inspect the records of the Subrecipient and its contractor(s) to ensure compliance with this certification.

l. Forced Labor of Ethnic Uyghurs Prohibited. Pursuant to A.R.S. § 35-394, the Subrecipient hereby certifies to the County as follows: that it is not currently using, and agrees for the duration of this Agreement to not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China; (2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and (3) any contractors, subcontractors, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that: (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) days after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if this Agreement's termination date occurs before the end of the remedy period, this Agreement terminates on this Agreement's termination date. The County retains the legal right to inspect the records of the Subrecipient and its contractor(s) to ensure compliance with this certification for the duration of this Agreement.

26. Notices. All notices or other communication which shall or may be given pursuant to this Agreement shall be in writing and shall be effective upon hand delivery, deposit with a reputable overnight carrier such as FedEx for overnight delivery, or three (3) business days after deposit with the U.S. Mail via certified or registered mail, postage pre-paid, return receipt requested with a courtesy copy via e-mail as follows:

Pinal County	City of Eloy
Attn: Heather Patel	Attn: Brizeida Medina

Physical address: 31 North Pinal Street Florence, AZ 85132	595 North C Street, Suite 104 Eloy, Arizona 85131
Mailing address: P.O. Box 1348 Florence, Arizona 85132	595 North C Street, Suite 104 Eloy, Arizona 85131
heather.patel@pinal.gov	bmedina@eloyaz.gov

The Parties shall have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

27. Fair Meaning. This Agreement is intended to express the mutual intent of the Parties and shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

28. Waiver of Jury Trial. The Parties hereby waive their respective rights to trial by jury in any action or proceeding arising out of this Agreement.

29. Implied Contract Terms. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated herein.

30. Alternative Dispute Resolution. In the event of any dispute, the Parties will immediately attempt to resolve the dispute prior to taking formal action. Pursuant to A.R.S. § 12-1518, disputes under this Agreement shall be resolved through the use of arbitration when the case or lawsuit is subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.

APPROVALS

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

City of Eloy, a municipal corporation of the State of Arizona

By: Andrew Sutton
Mayor

Dated: January 26, 2026

ATTEST:

Celine Kidwell
Town/City Clerk

Approved as to form and within the powers and authority granted the City of Eloy under the laws of the State of Arizona:

Stephen R. Cooper
Town/City Attorney

PINAL COUNTY, a political subdivision of the State of Arizona

By:
Chair of the Board of Supervisors

Dated: 02/18/2026

ATTEST:

Clerk/Deputy Clerk of the Board of Supervisors

Approved as to form and within the powers and authority granted Pinal County under the laws of the State of Arizona:

Deputy County Attorney

EXHIBIT "A"

CDBG AGREEMENT/COOPERATIVE AGREEMENT

U.S. HOUSING AND URBAN DEVELOPMENT
COMMUNITY PLANNING AND DEVELOPMENT PROGRAMS
COOPERATION AND COORDINATION AGREEMENT
BETWEEN PINAL COUNTY AND THE CITY OF ELOY

THIS COOPERATION AND COORDINATION AGREEMENT ("Agreement") is dated the 7th day of July, 2021, and made by and between PINAL COUNTY, a political subdivision of the State of Arizona ("County") and the City of Eloy, an Arizona municipal corporation ("ULG"). The County and ULG are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

A. Pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act") and applicable regulations of the United States Department of Housing and Urban Development ("HUD"), as amended ("Regulations"), the County is a qualified urban county entitled to receive Community Development Block Grant ("CDBG"), HOME Investment Partnership ("HOME"), and Emergency Solutions Grant ("ESG") funding through HUD.

B. The ULG is a unit of general local government under the Act and Regulations, and has elected to participate with the County in the Urban County funding program administered by the County ("Program").

C. The County and ULG are entering into this Agreement to define their rights and responsibilities under the Program pursuant to the requirements of the Act and Regulations.

AGREEMENT

IN CONSIDERATION of the mutual covenants contained in this Agreement and consistent with the requirements of the Act and Regulations, the Parties agree as follows:

1. This Agreement covers the CDBG, HOME and ESG programs.

2. By executing this Agreement, the ULG understands that it:

   A. May not apply for grants from appropriations under the State of Arizona CDBG Program during the period in which it participates in the County's CDBG Program; and

   B. May receive a formula allocation under the HOME Program only through the urban county. Thus, even if the urban county does not receive a HOME formula allocation, the participating unit of local government cannot form a HOME consortium with other local governments. Additionally, the ULG may apply to the State for HOME funds, if the State allows; and

C. May receive a formula allocation under the ESG Program only through the urban county. However, this does not preclude the ULG from applying to the State for ESG funds, if the State allows.

3. This agreement covers the years of the County's qualification period including Federal FYs 2022, 2023, and 2024. This Agreement will automatically be renewed for participation in successive three-year qualification periods, unless the County or ULG provides written notice to the other Party it elects not to participate in a new qualification period. A copy of the notice shall be sent to the applicable HUD Field Office.

4. The County will notify the ULG in writing of its right to discontinue participation in a new qualification period no later than the date specified in the County's HUD qualification notice. A copy of the County's notification to the ULG shall be sent to the applicable HUD Field Office by the date specified in Section II of the County's Qualification Schedule.

5. Each Party agrees to adopt in writing any amendment to this Agreement incorporating changes necessary to meet future requirements for cooperation agreements set forth by HUD in the County's qualification notice for a subsequent three-year County qualification period. Future amendments shall be submitted to HUD and a failure to comply will void the automatic renewal for the qualification period.

6. This Agreement shall remain in effect until the CDBG, HOME and ESG funds and program income received for activities carried out during the term of the County's three-year qualification period, and any successive qualification periods under this Agreement, are expended and the funded activities completed. The County and ULG will not terminate or withdraw from this Agreement prior to completion of funded activities.

7. The County and ULG agree to cooperate to undertake, or assist in undertaking, community renewal and lower-income housing assistance activities.

8. The County and ULG agree to take all actions necessary to assure compliance with the County's certification under section 104(b). The Program will be conducted and administered in conformity with the Civil Rights Act of 1964 and the Fair Housing Act, and will strive to affirmatively further the goal of fair housing. The County and ULG agree to comply with section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and all other applicable laws. The County is expressly prohibited from funding any activities in, or in support of, any cooperating unit of general local government including the ULG that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's actions to comply with fair housing certification.

9. As a HUD requirement for participation in the Program, the ULG agrees to:

A. Prohibit the use of excessive force by law enforcement agencies within its jurisdiction against individuals engaged in non-violent civil rights demonstrations; and

B. Enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of a non-violent civil rights demonstration.

10. Neither Party may veto or otherwise obstruct the implementation of the approved Consolidated Plan during the period covered by this Agreement. The County has final responsibility for submitting the Consolidated Plan to HUD that includes CDBG, HOME and ESG activities.

11. Pursuant to 24 CFR 570.501(b), the ULG is subject to the same requirements applicable to subrecipients, including the requirement of a written agreement as described in 24 CFR 570.503.

12. The ULG must use CDBG, HOME, and ESG funds for activities eligible under the Act and Regulations and may not sell, trade, or otherwise transfer any portion to another metropolitan city, urban county, unit of general local government, Indian tribe, or insular area that directly or indirectly receives CDBG funds, in exchange for any other funds, credits or non-Federal considerations.

IN WITNESS WHEREOF, these presents are hereby signed and agreed to by the Parties hereto.

City of Eloy, an Arizona municipal Corporation

By: _____
Mayor

Date: 7/12/2021

PINAL COUNTY, a political subdivision of the State of Arizona

By: _____
Chairman of the Board

Date: 07/07/2021

ATTEST:

By: _____
City/Town Clerk

ATTEST:

By: _____
Clerk/Deputy Clerk of the Board

COUNSEL LEGAL OPINION

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the County.

Deputy County Attorney — Date: 6-22-21

I have read this Agreement and have determined the terms and provisions of this Agreement are fully authorized under State and local law and this Agreement provides full legal authority for the unit of local government ("ULG").

City/Town Attorney — Date: July 12, 2021

EXHIBIT "B"

THE PROJECT

I. SUBRECIPIENT INFORMATION

Organization Name	City of Eloy
Address	595 North C Street, Suite 104
City, State, Zip Code	Eloy, Arizona 85131
Telephone	520-466-9201
Contact Person	Brizeida Medina
E-mail address	bmedina@eloyaz.gov
DUNS#	2513422
Tax Identification #	86-6000662
UEI	CLC6K1M7J8J5

II. PROGRAM INFORMATION

CFDA #	14.218
Funding Year	Federal Fiscal Year 2024/Program Year 2024
HUD Grant #	B-25-UC-04-0503
Date of HUD Agreement	December 10, 2025
HUD Agreement Amount	$1,825,148
Amount to the Subrecipient	$150,000
Period of Performance	Upon contract execution – December 31, 2026
Budget Period	Upon contract execution – March 31, 2027

III. PROJECT INFORMATION

Project Name	City of Eloy ADA compliant ramps
Project Number	30280
National Objective	Low and Moderate Income XX Limited Clientele Elimination of Slum or Blight

IV. KEY PERFORMANCE INDICATORS

Project Description	The City of Eloy will procure a contractor to design and install 21 ADA-compliant sidewalk ramps at existing non-compliant locations.
Project Location	11th Street between Curiel Street and Santa Cruz Avenue, on Santa Cruz Avenue between 11th Street and 9th Street, and on Main Street between 11th Street and 6th Street.
Project Beneficiaries	This project will serve approximately 9,610 persons

Percentage of LMI	69.25%

V. PROJECT SCHEDULE

Execute Subrecipient Agreement	2/18/2026
Release of Funds from Pinal County	2/18/2026
Completed procurement	6/30/2026
Project completion	12/31/2026
Davis Bacon and Section 3 compliance, if applicable	12/31/2026
Project closeout, all funds expended, and closeout report due	3/31/2027

EXHIBIT "C"

QUARTERLY REPORTS

VI. REPORTING

Quarterly Reports	July 1 – September 30 submitted by October 10 October 1 – December 31 by January 10 January 1 – March 30 by April 10 April 1 – June 30 by July 10
Closeout report	March 31

The following data points shall be included in each quarterly progress report when applicable:

1. Description and rational of change orders including documentation.
2. Wage decision received through SAM.gov
3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation
4. Status of project by percent complete compared to the funds expended and the schedule submitted with the application
5. Any additional funds allocated and spent on the project including the source
6. FFATA required data for all contracts.
    a. Name and address of contractor
    b. Copy of the executed contract
    a. Total contract amount
    b. verification of www.sam.gov eligibility
    c. UEI #/Unique Entity ID
    d. MBE/WBE eligibility
    e. List of subcontractors including the above information in a-d
    f. Project description
    g. Location of performance

A final report/closeout report shall be submitted within 30 days of close of project. The following items shall be included in the report:

1. Total number of beneficiaries and number of low income beneficiaries if different from the application.
2. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino if different from application.
3. Total amount of additional funds spent on the project, including source.
4. Final outcome of project e.g. l.f. of sidewalks, number of ADA ramps, etc.
5. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing. This information can typically be obtained through

the planning department. Examples might be as follows: do you restrict multifamily development to one part of town where the low-income residents live? Do you provide for development agreements to give incentives to residential developments to incorporate affordable housing units?

6. What actions, if any, were taken to reduce lead-based paint hazards in affordable housing?
7. What actions, if any, were taken to reduce the number of poverty-level families within your community? What are the social service-type activities you do or provide to benefit this population? What economic development activities do you engage in to bring jobs to your residents?
8. What actions, if any, were taken to improve coordination with social service agencies serving your community? Are there community meetings or events that bring agencies together to serve your residents?
9. Documentation of Affirmatively Furthering Fair Housing. What actions, if any, were taken to remove impediments to fair housing outside those actions listed above?

EXHIBIT "D"

CERTIFICATIONS

In accordance with the applicable statues and the regulations governing the consolidated plan regulations, the unit of local of government (ULG) certifies with each application that:

Affirmatively Further Fair Housing –ULG will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan –ULG will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. ULG has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so the ULG will report this to Pinal County and the ULG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. This Anti-Lobbying certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly; and

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

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – The activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County's consolidated plan.

Section 3 –ULG will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and implementing regulations at 24 CFR Parts 75 and 135.

Citizen Participation – ULG is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR § 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570. The ULG further certifies it is following a current consolidated plan that has been approved by HUD.

Use of funds – ULG has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, ULG has developed a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-moderate income families or aid in the prevention of elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the County certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the heath or welfare of the community, and other financial resources are not available.

2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) *2022, 2023, 2024*, shall principally benefit persons of low and moderate income in a manner that ensures at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. ULG will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other

revenue sources, an assessment of charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – ULG has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and their implementing regulations.

Lead-Based Paint –ULG's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws –ULG will comply with applicable laws.

Specific HOME Certifications - The HOME participating jurisdiction certifies that:

- **Tenant Based Rental Assistance** – If ULG plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

- **Eligible Activities and Costs** –ULG is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§ 92.205 through 92.209 and that ULG is not using and will not use HOME funds for prohibited activities, as described in 24 CFR §92.214.

- **Subsidy Layering** – Before committing any funds to a project, ULG will evaluate the project in accordance with the guidelines that is adopts for this purpose and will not invest any additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

Lobbying or Anti-Lobbying Certifications
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

Conflict of Interest - ULG has no conflict of interest with the Pinal County appointed or elected representatives under the provisions of *ARS* Title 38, Chapter 3, Article 8 regarding conflict of interest and exceptions thereto.

Federal Labor Standards - ULG will comply with federal requirements to be observed by organizations being funded with CDBG/HUD funds, including compliance with Federal Labor Standards, Section 3, Segregated Facilities, Equal Opportunity, and Non- Discrimination; Section 109, Title VI and EO 11246. All requirements are also described in 24 CFR Part 570 (including Subpart D, CDBG Entitlement Grants).

EXHIBIT "E"

CERTIFICATION FOR A DRUG-FREE WORKPLACE

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

    1. The dangers of drug abuse in the workplace;

    2. The Subrecipient's policy of maintaining a drug-free workplace;

    3. Available drug counseling, rehabilitation, and employee assistance programs; and

    4. The penalties that may be imposed upon employees for drug abuse violations.

c. Making it a requirement that each employee to be engaged in the performance of activities or services set forth in this Agreement or otherwise in performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in the performance of activities or services set forth in this Agreement, or otherwise under the grant, the employee will:

    1. Abide by the terms of the statement; and

    2. Notify the Subrecipient of any criminal drug statute violation occurring in the workplace no later than five (5) days after such conviction.

e. Notifying the County within ten (10) days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. The Subrecipient must provide notice, including position title, to the County. Notice shall include reference to this Agreement to allow the County to determine how it might affect the grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the paragraphs set forth herein.

h. Requiring that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.

EXHIBIT "B"

THE PROJECT

I. SUBRECIPIENT INFORMATION

Organization Name	City of Eloy
Address	595 North C Street, Suite 104
City, State, Zip Code	Eloy, Arizona 85131
Telephone	520-466-9201
Contact Person	Brizeida Medina
E-mail address	bmedina@eloyaz.gov
DUNS#	2513422
Tax Identification #	86-6000662
UEI	CLC6K1M7J8J5

II. PROGRAM INFORMATION

CFDA #	14.218
Funding Year	Federal Fiscal Year 2024/Program Year 2024
HUD Grant #	B-25-UC-04-0503
Date of HUD Agreement	December 10, 2025
HUD Agreement Amount	$1,825,148
Amount to the Subrecipient	$150,000
Period of Performance	Upon contract execution – December 31, 2026
Budget Period	Upon contract execution – March 31, 2027

III. PROJECT INFORMATION

Project Name	City of Eloy ADA compliant ramps
Project Number	30280
National Objective	Low and Moderate Income XX Limited Clientele Elimination of Slum or Blight

IV. KEY PERFORMANCE INDICATORS

Project Description	The City of Eloy will procure a contractor to design and install 21 ADA-compliant sidewalk ramps at existing non-compliant locations.
Project Location	11th Street between Curiel Street and Santa Cruz Avenue, on Santa Cruz Avenue between 11th Street and 9th Street, and on Main Street between 11th Street and 6th Street.
Project Beneficiaries	This project will serve approximately 9,610 persons

Percentage of LMI	69.25%

V. PROJECT SCHEDULE

Execute Subrecipient Agreement	2/18/2026
Release of Funds from Pinal County	2/18/2026
Completed procurement	6/30/2026
Project completion	12/31/2026
Davis Bacon and Section 3 compliance, if applicable	12/31/2026
Project closeout, all funds expended, and closeout report due	3/31/2027

EXHIBIT "C"

QUARTERLY REPORTS

VI. REPORTING

Quarterly Reports	July 1 – September 30 submitted by October 10 October 1 – December 31 by January 10 January 1 – March 30 by April 10 April 1 – June 30 by July 10
Closeout report	March 31

The following data points shall be included in each quarterly progress report when applicable:

1. Description and rational of change orders including documentation.
2. Wage decision received through SAM.gov
3. Labor standard and payroll reports as provided at https://www.hud.gov/program_offices/davis_bacon_and_labor_standards/olrform with corresponding Section 3 documentation
4. Status of project by percent complete compared to the funds expended and the schedule submitted with the application
5. Any additional funds allocated and spent on the project including the source
6. FFATA required data for all contracts.
    a. Name and address of contractor
    b. Copy of the executed contract
    a. Total contract amount
    b. verification of www.sam.gov eligibility
    c. UEI #/Unique Entity ID
    d. MBE/WBE eligibility
    e. List of subcontractors including the above information in a-d
    f. Project description
    g. Location of performance

A final report/closeout report shall be submitted within 30 days of close of project. The following items shall be included in the report:

1. Total number of beneficiaries and number of low income beneficiaries if different from the application.
2. Breakdown of beneficiaries by race and ethnicity including: White, Black or African American, American Indian and Alaskan Native, Asian, Native Hawaiian or other Pacific Islander, Some other Race, or Two or more Races. Also, each beneficiary should be identified if they are Hispanic or Latino if different from application.
3. Total amount of additional funds spent on the project, including source.
4. Final outcome of project e.g. l.f. of sidewalks, number of ADA ramps, etc.
5. Actions taken on behalf of the Subrecipient to remove negative effects of public policy that serve as a barrier to affordable housing. This information can typically be obtained through

the planning department. Examples might be as follows: do you restrict multifamily development to one part of town where the low-income residents live? Do you provide for development agreements to give incentives to residential developments to incorporate affordable housing units?

6. What actions, if any, were taken to reduce lead-based paint hazards in affordable housing?
7. What actions, if any, were taken to reduce the number of poverty-level families within your community? What are the social service-type activities you do or provide to benefit this population? What economic development activities do you engage in to bring jobs to your residents?
8. What actions, if any, were taken to improve coordination with social service agencies serving your community? Are there community meetings or events that bring agencies together to serve your residents?
9. Documentation of Affirmatively Furthering Fair Housing. What actions, if any, were taken to remove impediments to fair housing outside those actions listed above?

EXHIBIT "D"

CERTIFICATIONS

In accordance with the applicable statues and the regulations governing the consolidated plan regulations, the unit of local of government (ULG) certifies with each application that:

Affirmatively Further Fair Housing –ULG will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan –ULG will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, as amended (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. ULG has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant (CDBG) or HOME programs.

Anti-Lobbying – To the best of the ULG's knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; and

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the ULG shall certify and disclose this to Pinal County so the ULG will report this to Pinal County and the ULG shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. This Anti-Lobbying certification will be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all subrecipients shall certify and disclose accordingly; and

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

Authority of Jurisdiction – The consolidated plan is authorized under State and local law and the ULG possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with Plan – The activities to be undertaken with Community Development Block Grant (CDBG), HOME, Emergency Solutions Grant, and housing opportunities for persons with AIDS funds are consistent with the strategic plan in Pinal County's consolidated plan.

Section 3 –ULG will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u) and implementing regulations at 24 CFR Parts 75 and 135.

Citizen Participation – ULG is in full compliance and adhering to Pinal County's detailed citizen participation plan that satisfies the requirements of 24 CFR § 91.105.

Community Development Plan – Pinal County's consolidated plan identifies community development and housing needs and specific both short-term and long-term community development objectives that have been developed in accordance with primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing expanding economic opportunities, primarily, for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570. The ULG further certifies it is following a current consolidated plan that has been approved by HUD.

Use of funds – ULG has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, ULG has developed a proposal to be included in the Pinal County Action Plan so as to give maximum feasible priority to activities which benefit low-moderate income families or aid in the prevention of elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the County certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the heath or welfare of the community, and other financial resources are not available.

2. Overall Benefit. The aggregate use of CDBG funds, including section 108 guaranteed loans, during program year(s) *2022, 2023, 2024*, shall principally benefit persons of low and moderate income in a manner that ensures at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. ULG will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the portion of a fee or assessment that related to the capital costs of public improvements (assisted in part with CDBG funds) financed from other

revenue sources, an assessment of charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force – ULG has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and their implementing regulations.

Lead-Based Paint –ULG's activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws –ULG will comply with applicable laws.

Specific HOME Certifications - The HOME participating jurisdiction certifies that:

- **Tenant Based Rental Assistance –** If ULG plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

- **Eligible Activities and Costs –**ULG is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§ 92.205 through 92.209 and that ULG is not using and will not use HOME funds for prohibited activities, as described in 24 CFR §92.214.

- **Subsidy Layering –** Before committing any funds to a project, ULG will evaluate the project in accordance with the guidelines that is adopts for this purpose and will not invest any additional HOME funds in combination with other federal assistance than is necessary to provide affordable housing.

Lobbying or Anti-Lobbying Certifications
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who

fails to file the required certification shall be subject to a civil penalty of not less than $10,000 for each such failure.

Conflict of Interest - ULG has no conflict of interest with the Pinal County appointed or elected representatives under the provisions of *ARS* Title 38, Chapter 3, Article 8 regarding conflict of interest and exceptions thereto.

Federal Labor Standards - ULG will comply with federal requirements to be observed by organizations being funded with CDBG/HUD funds, including compliance with Federal Labor Standards, Section 3, Segregated Facilities, Equal Opportunity, and Non- Discrimination; Section 109, Title VI and EO 11246. All requirements are also described in 24 CFR Part 570 (including Subpart D, CDBG Entitlement Grants).

EXHIBIT "E"

CERTIFICATION FOR A DRUG-FREE WORKPLACE

The Subrecipient certifies that it will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of the prohibition.

b. Establishing an ongoing drug-free awareness program to inform employees about:

    1. The dangers of drug abuse in the workplace;

    2. The Subrecipient's policy of maintaining a drug-free workplace;

    3. Available drug counseling, rehabilitation, and employee assistance programs; and

    4. The penalties that may be imposed upon employees for drug abuse violations.

c. Making it a requirement that each employee to be engaged in the performance of activities or services set forth in this Agreement or otherwise in performance of the grant be given a copy of the statement required by paragraph (a).

d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment in the performance of activities or services set forth in this Agreement, or otherwise under the grant, the employee will:

    1. Abide by the terms of the statement; and

    2. Notify the Subrecipient of any criminal drug statute violation occurring in the workplace no later than five (5) days after such conviction.

e. Notifying the County within ten (10) days after receiving notice of such employee's conviction pursuant to paragraph (d)(2) or otherwise receiving actual notice of the conviction. The Subrecipient must provide notice, including position title, to the County. Notice shall include reference to this Agreement to allow the County to determine how it might affect the grant.

f. Taking one of the following actions, within 30 calendar days of receiving notice with respect to any employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the paragraphs set forth herein.

h. Requiring that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative contracts) and that all subcontractors shall certify and disclose accordingly.

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

Eloy ADA Ramp Upgrade/New Install

Proposal Date: 3/6/2026

Project Description:

The ADA Ramp improvement project will include the replacement of fifteen (15) existing non-accessible ramps and removal of existing ADA sidewalk to install six (6) ADA ramps at appropriate crosswalks and bring up to compliance, totaling twenty-one (21) ramps. Improving these ADA ramps will directly enhance the accessibility of, safety, and functionality for the City of Eloy residents.

ADA Ramp Improvement Project Scope:

- Replacement of fifteen (15) existing non-accessible ramps
- Removal of existing sidewalk for installation of six (6) ADA ramps at appropriate crosswalks

Casa Grande JOC Contract #1125-06

Proposal:

BID ITEM	DESCRIPTION	BID QTY	UNIT	BID PRICE	BID TOTAL
100	Sawcut AC Pavement Only	171	LF	$13.00	$2,223.00
200	Remove Asphalt Pavement Section	342	SF	$14.00	$4,788.00
300	Remove Sidewalk Ramps (21 Each)	2,362.00	SF	$14.00	$33,068.00
400	Construct Sidewalk Ramps-MAG 236-2	15	EA	$4,350.00	$65,250.00
500	Construct Midblock Ramps-MAG 238-3	6	EA	$4,375.00	$26,250.00
600	AC-Replacement	342	SF	$35.00	$11,970.00
PROPOSAL TOTAL					**$143,549.00**

Ames Construction
8333 E. Hartford Dr.
Scottsdale, AZ 85255
T 602-431-2111

Project Specific Clarifications:

This Proposal is based on Scope of work provided, overview maps (see attached) and site visit for the City of Eloy, ADA Ramp Upgrade/New Installations.

1. Asphalt Restoration is based on 2' width around all new ramp/sidewalk installations.
2. ADA Ramps and Midblock to adhere to MAG 236-2, and 238-3 respectively.

General Clarifications

1. Any Pay Items not listed in our Proposal are excluded.
2. All work to be performed on one mobilization

Exclusions:

1. Traffic Control
2. Pavement Marking
3. QC Testing
4. Bond, Taxes, Design
5. Temporary Fencing and Security
6. Permits and Fees
7. Hazardous Material removal, handling, and disposal.

ACCEPTANCE OF CONTRACT/PROPOSAL

The above prices, specifications, and conditions on the front of this proposal are satisfactory and are hereby accepted, giving AMES CONSTRUCTION authorization to complete work as specified. Payment terms to be established prior to starting work.

Ames Construction

Edgar Jimenez
Sr. Project Manager
602-540-0205

OFFICIAL COPY

Contract No. 1125-06

Job Order Contract
for
Ames Construction, Inc.

Public Works Department
City of Casa Grande

Owen Mills
Civil Engineer

THIS CONTRACT made and entered into by and between the **City of Casa Grande,** a Municipal Corporation (the "City") and **Ames Construction, Inc.**, a Minnesota corporation (the "Contractor").

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, the Special Provisions, the Project's Scope of Work, the Contractor's Statement of Qualifications, the Request for Qualification, Addendum #1 to the Request for Qualifications, the A.R.S §35-393 and 35-393.01 Certification Forms, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. PROJECT OVERVIEW.

The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NAME: Job Order Contracting for City of Casa Grande Transportation Construction Services

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as City may request from time to time by issuance of an individual Job Order Assignment, which shall be in a form attached hereto, and incorporated herein, as Attachment 2 and shall not be binding of effective until fully executed by all parties, for each Project. There will be a separate Job Order Assignment for each Project that will describe the Work to be provided by Contractor for that Project. There may be multiple Projects and therefore multiple Job Order Assignments under this Contract.

The amount to be paid by the City for the Project under each Job Order Assignment is the Contract Price for the Job Order Assignment. The Contract price includes the Contract price for the Work. The Contract Price for any Job Order Assignment may be either a Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

a. The Contract Price for each Job Order shall not exceed $3,000,000, including any Change Orders.
b. The cumulative sum of the Job Orders issued pursuant to City of Casa Grande Solicitation Number 1037-26-CG shall not exceed $10,000,000 per fiscal year.
c. There is no limit nor minimum on the number of Job Orders that City may issue to Contractor during any twelve (12) month term of this Contract or during the entire period this Contract is in effect.
d. Contractor may refuse any Job Order under this Contract.
e. This Contract does not obligate or require City to offer any Job Order Assignment to Contractor.
f. No work shall begin until a Job Order Assignment has been fully executed by City and Contractor which shall enable work to begin.

The Contractor agrees to receive and accept the prices set forth in the Job Order Assignment as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

a. The City will not pay any claim submitted to the City by the Contractor unless the claim is **SUBMITTED IN WRITING** to the City and **APPROVED BY THE CITY IN WRITING BEFORE** any such work is started.
b. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Job Order Assignment unless **SUBMITTED IN WRITING** to the City and **AGREED TO IN WRITING** by the City **IN ADVANCE.**

c. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor **SHALL NOT MOVE FORWARD** with any additional work until that work is **APPROVED IN WRITING** by the City's Project Manager.
d. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work **CAUSED BY** Contractor.
e. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City's Project Manager under them.
f. Any additional charges incurred without **WRITTEN CONSENT** of the City shall be considered incidental costs to the Contract with **NO COST** to the City.

SECTION 3. TERM AND SCOPE.

This initial term of this contract shall be for one year starting on the commencement date described in Section 41 below. The term of this contract may be extended, at the sole discretion of the City, for up to three (3) additional one (1) year extensions. Such extension shall be automatic unless City provides notice to the Contractor of its intention not to extend. The Contractor agrees to provide services to the City for the performance of the Job Order Contracting for City of Casa Grande Transportation Construction Services, consistent with the Scope of Work and in the timeframe identified in any Job Order Assignment issued. No material, labor, or facilities will be furnished by the City, unless otherwise provided for herein or in the any Job Order Assignment issued.

The City maintains a network of streets, roads, and related civil infrastructure. The infrastructure includes, but is not limited to, paved streets (asphalt and concrete pavements), dirt roads, trails, drainage, sewer, multiuse paths, park roads and facilities, parking lots, pavement markings/striping, traffic signals, traffic control signs/devices, and streetlights. A Job Order Assignment issued pursuant to this contract shall include the scope of work necessary to complete the construction project for which the Job Order Assignment was issued. This Contract will be to provide transportation construction services for a number of City construction and maintenance projects and will include the following:

a. Identify and obtain all necessary permits and approvals required to complete any Job Order Assignment issued, including, but not limited to, engineering plan approval, permitting, associated off-site improvements, haul routes, stockpiles, SWPPP, dust control, traffic control plans, etc.
b. Placement of asphalt pavements including full depth sections, overlays, patches, and repairs.
c. Stamped and thermoplastic asphalt prints.
d. Placement of PC concrete pavements including full depth sections, patches, joint sealing, and repairs.
e. Sidewalk improvements that are ADA compliant.
f. Milling and/or roadway profiling of asphalt and concrete pavement surfaces.
g. Pavement maintenance and rehabilitation, including, but not limited to:
    - Crack sealing and joint sealing,
    - Crack routing, crack filling, and large crack repair,
    - Applying various types of surface treatments including fog seals, scrub seals, slurry seal, chip
    - seals, and other asphalt rejuvenation methods, and
    - Saw cutting and removing both asphalt and concrete pavements.
h. Adjustment of utility fixtures and similar appurtenances.
i. Subgrade preparation including scarifying and compacting native soils, placing, and compacting aggregate base course (ABC), placing and compacting asphalt millings, constructing soil stabilizations of various types, and site grading as needed for the job order and to provide positive drainage.
j. Construction of cement treated subgrades and cement treated bases.
k. Earthwork including excavations, embankment construction, rough grading, and finished/fine grading work.
l. Signing and striping including location surveys of existing striping and signing, providing, and installing project signs, obliteration of striping, and layout and installing new striping, symbols, and raised pavement markers.
m. Preparation of traffic control plans and submittal for review, approval, and permitting.
n. Provide traffic barricade and traffic control set-up for the work areas in accordance with the approved traffic control plans.
o. Shoulder maintenance work including grading, build-up, placement of surface treatment, and sealing.

p. Removal and replacement of culverts, storm drains, catch basins, and valley gutters.
q. Minor associated wet or dry utility installation, relocations, or repair and maintenance.
r. Install, relocate, or maintain/repair traffic signals, poles, mast arms, illuminated street name signs, controller units, and related equipment and facilities.
s. Install, relocate, remove, or maintain/repair in-pavement inductance loops.
t. Install, relocate, or maintain/repair streetlights and accompanying street light circuits.
u. Install or replace landscape plantings and/or hardscape improvements.
v. Install new or maintain/repair damaged landscape irrigation system facilities.
w. Bikeways and multiuse paths: concrete, asphalt, natural, and granite
x. Dispose of removed materials including transportation to the City landfill or other designated disposal site.
y. All other transportation related construction or maintenance work that may arise during the term of the JOC.

SECTION 4. TIME IS OF THE ESSENCE for this Contract. When City identifies the need for performance on a project contained within the Scope of this contract, it may request proposals from Contractors with whom the City has a Job Order Contract with for transportation construction services. If Contractor receives a request for a proposal, Contractor shall, within three (3) business days, respond to said request by:

(1) Visiting the proposed site in the company of City staff; and
(2) Establish contact with the City to further define the scope of the project

If Contractor elects not to take the Job Order for which a proposal is being requested, it shall notify the City withing five (5) business days of the request for proposal. If a Contractor elects to submit a proposal for the Job Order, it shall respond within ten (10) business days, unless a longer timeframe is agreed to by the Parties, of the Job Order proposal request by City by submitting Contractor's Job Order proposal to the City's Project Manager.

The City may enter negotiations for scope and price with any Contractor who submitted a proposal.

Once the City selects a Contractor to perform the services of the Job Order, it shall notify said Contractor. If Contractor is selected, the Parties will execute a Job Order Assignment which shall contain the Scope of Work for the project and the schedule to include both the estimated Notice to Proceed date and the Completion Date for the Scope of Work. Contractor agrees to diligently prosecute the Scope of Work beginning on the Notice to Proceed date to completion within the timeframe agreed upon by the Parties in the Job Order Assignment, except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor. The Job Order Assignment shall also contain the pricing for the project as delineated in the Contractor's proposal.

If Contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work will be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City's only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contactor for this Contract is not timely completed, unless this failure is due to any conditions in Section 6 below, the Contractor will be deemed to be in breach pursuant to Section 9 below.

City has the option to provide for the assessment of liquidated damages in relation to the work to be performed under any specific Job Order. If liquidated damages may be assessed, that will be set forth in the specific Job Order Assignment.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to **IN WRITING BY BOTH PARTIES.**

SECTION 7 The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, reasonable attorney's fees, or actions to the extent caused by the Contractor's negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, to the extent caused by the Contractor's negligence or any subcontractor employed by the Contractor . The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this section. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

8.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

8.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less than:

- $1,000,000 for each occurrence of bodily injury and property damage; and
- $1,000,000 for personal injury;

8.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

8.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

8.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 8.1.2 and 8.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

8.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

8.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

8.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as the certificate holder and as additional insured parties in respect of all liability coverage except workers' compensation and professional liability. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

8.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

8.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers, and directors, to recover all or part of any loss or damage insured or insurable by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

8.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable

quality;

B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;

C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in

accordance with the SPECIAL PROVISIONS.

SECTION 13. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

SECTION 14. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the Project Manager or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by the Project Manager or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

SECTION 19. The Contractor shall provide a Performance Bond and Payment Bond for each Job Order Assignment in compliance with Title 34 of the Arizona Revised Statutes and shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier's check in equivalent of the full Performance Bond and Payment Bond in full force and effect through said period. The cashier's check shall serve the same purposes and fully cover the requirements of a Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of this Contract.

SECTION 21. This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

SECTION 22. DISPUTES

22.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

22.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which

otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. Fifty percent (50%) of the retention amount shall be returned to Contractor, upon Contractor's request, once fifty percent (50%) of the project is completed. After that, the City shall retain five percent (5%) of future Progress Payments until the project is complete. The five percent (5%) retention will be discharged in accordance with this contract.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor my be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

SECTION 25. Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

SECTION 26. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any

employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 27. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 28. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).

2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor "satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work".

SECTION 29. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 30. Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

SECTION 31. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by

City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 32. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

SECTION 33. In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

SECTION 34. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 37, 38, and 39 as well as the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

SECTION 38. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that it has signed the A.R.S §35-393 and §35-393.01 Certification Form, which is attached hereto and incorporated herein, to that effect.

SECTION 39. Contractor acknowledges and agrees, through the signed ARS §35-394 Certification Form attached hereto and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If, during the term of this contract, Contractor becomes aware it is not in compliance with the signed ARS §35-394 Certification Form, Contractor shall notify City within five business days after becoming aware of the noncompliance. If Contractor does not provide City with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

SECTION 40. Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

SECTION 41. THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.

Dated this the 11 day of November, 2025.

City of Casa Grande, an Arizona municipal corporation.

By: _____
Larry D. Rains,
City Manager

Attest:

_____
Adriana Carpio-Solis, CMC City Clerk

Approved as to form:

_____
Brett Wallace, City Attorney

Ames Construction, Inc.,
a Minnesota corporation

By: _____
Name: CHRIS KANE
Title: Sr VP

SIGNING INSTRUCTION TO THE CONTRACTOR:

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

CORPORATE ACKNOWLEDGEMENT(S)

State of Arizona)
) ss
County of Maricopa)

Ames Construction, Inc.
Acknowledgment

On this 3rd day of December, 2025, Chris Kane personally appeared before the undersigned and acknowledged themself to be the Sr. VP of Ames Construction, Inc. and being authorized so to do, executed the Agreement between Ames Construction, Inc. and the City (identified in City of Casa Grande records as C.G. Contract No. 1125-01) in the capacity therein stated and for the purposes therein contained by signing his/her name.

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

Notary Public

My commission expires: March 28, 2028

DAWN M JOHNSON
Notary Public, State of Arizona
Maricopa County
Commission # 666206
My Commission Expires
March 28, 2028

A.R.S §35-393 and 35-393.01 CERTIFICATION FORM

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. "Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. "Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

CL My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Ames Construction, Inc.
Company Name

8333 E. Hartford Dr
Company Street Address

Scottsdale, AZ 85255
City, State, Zip

Signature of Person Authorized to Sign

CHRIS KANE
Printed Name of Signatory

Sr. VP
Title of Signatory

A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.

2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Contractor acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

Ames Construction, Inc.
Company Name

8333 E. Hartford Dr
Company Street Address

Scottsdale, AZ 85255
City, State, Zip

Signature of Person Authorized to Sign

CHRIS KANE
Printed Name of Signatory

SR VP
Title of Signatory

PERFORMANCE BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NAME: _____

WHEREAS, said Contractor is required to furnish a bond in connection with Contract guaranteeing performance and this bond shall remain in full force and effect through the warranty and guarantee period of the Contract.

NOW THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City of Casa Grande in the sum of _____ _____(Dollars) ($_____), to be paid to the City or its attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of, _____20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____
	Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

PAYMENT BOND

(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, hereinafter designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NAME: _____

WHEREAS, Contractor is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Casa Grande in the sum of _____ _____ (Dollars), ($_____) for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

that if the principal promptly pays all monies due to all persons supplying labor or materials to the principal or the principal's subcontractors in the prosecution of the work provided for in the contract, this obligation is void. Otherwise it remains in full force and effect.

Provided, however, that this bond is executed pursuant to the provisions of title 34, chapter 2, article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of title 34, chapter 2, article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This bond shall inure to the benefit of any of the persons named as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ _____, 20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The Attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES

The undersigned Surety (the "Surety"), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor _____ _____(the "Contractor") in connection with **Project No.** _____ (the "Project") consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20_____.

SURETY

_____

_____
Authorized Representative

_____
Title

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

Project No.: _____

Project Name: _____

_____

To the City of Casa Grande, Arizona:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above contract project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

_____
Contractor

By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

ATTACHMENT 1
DEFINITION OF TERMS

Addendum	Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.
Bid	The offer of the Contractor, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.
Contractor's Proposal:	The offer of the Contractor, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
Change Order	A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.
Contract	The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.
Liquidated Damages	The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.
Notice Inviting Bids	The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.
Payment Bond	The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.
Performance Bond	The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.
Project Manager	The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract. The Project Manager for this Contract is Owen Mills. The Project Manager may differ for each Job Order Assignment issued per this Contract and the Project Manager for each Job Order Assignment will be specified in each Job Order Assignment.
Project Plans	Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.
Reference Specifications	Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions	Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including

amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Substantial Completion When the Work, or when an agreed upon portion of the Work, is sufficiently complete so that the City, at the City's discretion, can occupy and use the Project or a portion thereof for its intended purposes.

Waterworks Standards The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

Attachment 2

JOB ORDER ASSINGMENT FOR TRANSPORTATION CONSTRUCTION SERVICES CITY OF CASA GRANDE, ARIZONA

1. PROJECT INFORMATION

Job Order Assignment No.: _____
Project Title: _____
Project Location: _____
Department: _____
Date Issued: _____
City Project Manager: _____
Contractor Project Manager: _____

2. CONTRACT BASIS

This Job Order Assignment is being issued pursuant to Job Order Contract No. _____ between the City of Casa Grande, Arizona ("City") and _____ ("Contractor"), dated _____ and incorporates herein the terms of the Job Order Contract. This Job Order Assignment, including all of the Contract Documents, Exhibits, and Attachments, shall be the Contract between the parties for this work. The Contractor agrees to perform all work described herein in accordance with the Job Order Contract, applicable federal, state, and local laws, and all City policies and procedures.

3. SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation, supervision, permits, and services necessary to perform the following work:

- [Provide detailed scope of the project.]

All work shall comply with City of Casa Grande Engineering Standards, MAG Specifications, and all applicable building, safety, and environmental codes.

4. SCHEDULE

Notice to Proceed (NTP): _____
Completion Date: _____

Contractor shall coordinate work with the City Project Manager and provide a detailed project schedule within five (5) calendar days after receipt of NTP. Time is of the essence for completion.

5. CONTRACT PRICE AND PAYMENT

This Job Order Assignment shall be executed as a Fixed Price order and shall be in an amount not to exceed $_____.

Payment Terms: Progress payments shall be made, and retention amounts shall be withheld, monthly in accordance with ARS §34-221 and the Job Order Contract. No payment shall be made for materials not incorporated into the work without prior written authorization.

6. LIQUIDATED DAMAGES

If the work to be performed by Contactor for this Job Order Assignment is not timely completed, the Contractor shall pay to the City $_____ as liquidated damages for each day the work remains incomplete after the

scheduled completion date. The scheduled completion date for determining liability for liquidated damages shall be the Completion Date listed in Section 4 above.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6 of the Job Order Contract.

7. INSURANCE AND BONDING

Contractor shall maintain all insurance and bonding, to include payment and performance bonds as required by A.R.S. §34-610(A), to cover this Job Order Assignment throughout the duration of this Job Order Assignment.

8. WARRANTY

Contractor warrants that all work performed shall be free from defects in materials and workmanship for a period of one (1) year from the date of final acceptance, unless a longer period is required under the Job Order Contract or manufacturer warranties.

9. ACCEPTANCE AND AUTHORIZATION

This Job Order Assignment constitutes the City's written authorization for the Contractor to proceed with the work described herein, subject to issuance of a Notice to Proceed by the City Project Manager. No work shall begin until this Job Order Assignment is fully executed by both parties.

10. SIGNATURES

CITY OF CASA GRANDE, ARIZONA

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Company: _____
Date: _____

11. ATTACHMENTS
☐ Detailed Scope of Work
☐ Price Proposal
☐ Insurance Certificates
☐ Bonds (if required)
☐ Other: _____

CITY OF CASA GRANDE

STRONGER UNITED

CITY OF CASA GRANDE

PUBLIC WORKS DEPARTMENT

REQUEST FOR QUALIFICATIONS

JOB ORDER CONTRACT

TRANSPORTATION CONSTRUCTION SERVICES

Solicitation number: 1037-26-CG

July 2025

TABLE OF CONTENTS

NOTICE OF REQUEST FOR QUALIFICATIONS 1

1. INTRODUCTION 2

2. JOC DESCRIPTION 2

3. SCOPE OF WORK 4

4. SUBMITTAL REQUIREMENTS 7

5. STATEMENT OF QUALIFICATIONS CRITERIA 9

6. SELECTION PROCESS 11

7. GENERAL INFORMATION 12

APPENDIX - REQUIRED FORMS 13

SUBMITTAL ACKNOWLEDGMENT 14

NON-COLLUSION AFFIDAVIT 15

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER 16

Draft Contract

CITY OF CASA GRANDE

NOTICE OF REQUEST FOR STATEMENT OF QUALIFICATIONS

The City of Casa Grande will receive statement of qualifications for the following:

JOB ORDER CONTRACT TRANSPORTATION CONSTRUCTION SERVICES

The City of Casa Grande intends on selecting one or more qualified Job Order Contractors to provide non-exclusive transportation construction services for minor and major street construction, reconstruction, maintenance, repairs, and pavement services for concrete and asphalt pavements, drainage, sewer, and for the installation, maintenance, and repair of traffic signals, signing, striping, traffic control devices, and street lights, on an as-needed basis, in support of all City of Casa Grande Departments. Selected JOC firms may be qualified to perform some, or all of the various construction work and services listed in the request for qualifications. Each interested Contractor/Firm is invited to submit a Statement of Qualifications detailing the firm's relevant capabilities and experience in accordance with the instructions included in the request for statement of qualifications document.

Each response shall be in accordance with the RFQ instructions and scope of work package on file with the City Clerk at City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122, where copies can be obtained by contacting the City Clerk's Office at (520) 421-8600. All responses must be submitted by **2:00 pm** City time on **Tuesday, July 29, 2025** to the City Clerk. Responses must be addressed and submitted to:

OFFICE OF THE CITY CLERK
CITY OF CASA GRANDE
510 EAST FLORENCE BOULEVARD
CASA GRANDE, AZ 85122

The envelope must be boldly marked with this information:

STATEMENT OF QUALIFICATIONS

JOB ORDER CONTRACT TRANSPORTATION CONSTRUCTION SERVICES

SOLICITATION #1037-26-CG

The City of Casa Grande reserves the right to waive any informalities or irregularities in this Request for Qualifications, to reject any or all responses, to be the sole judge of the suitability of the materials offered, and to award one or more contracts for the furnishing of Job Order Contract Transportation Construction Services that it deems to be in the best interest of the City.

City of Casa Grande

Adriana Carpio-Solis
City Clerk

REQUEST FOR STATEMENT OF QUALIFICATIONS

Job Order Contract
Transportation Construction Services

1. INTRODUCTION

The City of Casa Grande Public Works Department (City) requests Statements of Qualifications (RSOQ) from qualified GENERAL CONTRACTORS for a JOB ORDER CONTRACT (JOC) to provide transportation related pavement construction services for minor and major street construction, reconstruction, maintenance, repairs, and pavement services for concrete and asphalt pavements, and for the installation, maintenance, and repair of traffic signals, signing, striping, traffic control devices, and street lights.

All qualified construction firms interested in providing these services are invited to submit their SOQ. All SOQ's must comply with the requirements specified in this Request for Statement of Qualifications (RSOQ).

2. JOC DESCRIPTION

The City is seeking experienced Contractors to provide Transportation Construction Services on an as-needed basis at various project locations throughout the City utilizing the Job Order Contracting (JOC) project delivery method. The work is required in support of the City of Casa Grande's Capital Improvement Program (CIP) and other City department requests.

The City has elected to use the JOC delivery method for these projects as outlined under A.R.S. Title 34 Section 603. The guiding principles behind the projects will be cost effective construction in the shortest possible time frame and within the City's tolerance of financial risk.

It is the intent of the City to select one (1) or more contractors for the JOC contract award.

The initial term of the JOC contract will be for one (1) year and may be renewed up to three (3) additional one-year terms.

The City intends to seek Council approval for JOC contract limits of a maximum limit of $10,000,000 per year.

The City intends to seek Council approval for a maximum construction contract value for an individual job order issued under the contract will be $3,000,000.

Should City Council not approve the limits requested, the limits set forth in A.R.S. Title 34 Section 605 shall prevail.

The maximum total amount of JOC work each fiscal year is contractually limited to the approved City budget amount for this type of work.

Renewal of the contract will be based on the successful performance by the JOC Contractor and the needs of the City. During the contract period, the City will identify construction tasks required to complete each specific job and will issue individual Job Orders to the Contractor to complete those jobs. Each job order assignment, initiated by the City, is defined cooperatively by the City and the Contractor.

The Contractor shall be required to furnish all materials, equipment, and personnel necessary to manage and accomplish the Job Orders. The Contractor shall be required to maintain a management staff in order to receive Requests for Proposal (RFP), prepare and negotiate proposals, receive signed Job Orders (JO) and Notices-to-Proceed (NTP), receive and initiate contract correspondence and provide other construction services to accomplish individual Job Orders. Job Orders will vary in size, with the majority expected to be of a small to medium size.

The individual job order may include any or all of the following:

a. Design services (if needed),
b. Pre-construction services,
c. Construction work,
d. Maintenance work, and
e. Preparation of as-built documents.

Design plans shall be sealed and signed by an Arizona Registered Professional Engineer for any job order assignment that may require professional engineering design services.

A scope, schedule, and price are negotiated and agreed upon for each job order assignment. It is the City's intent to enter into a cost-plus fee structure contract for each job order assignment unless otherwise mutually agreed upon.

After the purchase order for the work has been issued, the JOC contractor is then directed to proceed with the work.

The schedule for the job order contract will start after award and will be ongoing over the life of the contract.

Work Authorization

Any work required under this Contract shall be authorized by issuance of formal written Job Order Purchase Order as follows:

a. When the City determines the need for transportation construction services for performance under the terms of the JOC, the City will notify the selected JOC Contractor of the current need and requirements.
b. For any project determined by the City to be appropriate for this Job Order Contract, the City will request that the contractor prepare a:
    - Scope of work
    - Cost proposal
    - Project schedule
    - Back-up supporting documentation.
c. Upon the receipt of this notification, Contractor shall respond within three (3) working days, or as otherwise agreed upon, by:
    - Visiting the proposed site in the company of City staff, and
    - Establishing contact with the City to further define the scope of the requirement.
d. After mutual agreement on the scope of the individual requirement, Contractor shall then prepare a cost proposal for accomplishment of the task.

    The Contractor, at their sole discretion, may elect not to undertake the job order assignment work. If the Work is declined, the Contractor will so notify the City no later than five (5) working days of the City notification. In this event, the City may elect to assign the work to another Contractor or advertise the project for competitive bidding.
e. The agreed upon price matrix for the job order shall serve as the basis for establishing the value of the work to be performed.
f. Contractor's proposal shall be submitted within ten (10) working days, unless otherwise agreed to.
g. Upon receipt of the Contractor's proposal, the City will review the proposal for completeness, negotiate the scope, cost, and schedule for the work as needed, and will reach agreement with Contractor on pricing, schedule, and all other terms.
h. Once an agreement has been reached, the City will issue the Job Order Purchase Order.
i. In the event the City does not issue a Job Order Purchase Order after receipt of the Contractor's proposal, the City is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

The City reserves the right and will issue job order assignments based on ability of the contractor to meet the

City's work schedule and the availability of trades and expertise in relation to each project.

Although the City anticipates that the JOC Contractor will be issued work, the Contractor is neither guaranteed a minimum amount of work nor any jobs at all.

Scheduling and Commencement of the Work

a. For each Job Order Purchase Order, the City will issue a Notice to Proceed. The first day of performance under a Job Order shall be the effective date specified in the Notice to Proceed.

b. Any preliminary work started, or materials ordered or purchased before receipt of the Notice to Proceed shall be at the sole risk and expense of the Contractor.

c. Contractor shall diligently prosecute the work to completion within the time set forth in the Job Order Purchase Order.

d. The agreed upon period of performance includes allowances for mobilization, holidays, weekend days, normal inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed.

e. Placement of materials and equipment shall be made with a minimum of interference to City operations and personnel.

f. Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. Any and all such damages shall be repaired or replaced by Contractor at no cost to the City.

g. Contractor shall be responsible for providing all necessary traffic control, such as street blockages, detours, traffic cones, flagmen, etc., as required for each Job Order Purchase Order. Proposed traffic control methods and plans shall be submitted to the City for approval prior to the start of construction.

h. When the Contractor considers the work complete and ready for its intended use, the Contractor shall request the City to inspect the Work to determine the status of its completion.

i. A minimum of ten (10) working days prior to final completion, the Contractor, in conjunction with the City, shall prepare a comprehensive list of Punch List items, which the City may edit and supplement.

j. The Contractor shall proceed promptly to complete and correct punch list items.

- Failure by the Contractor and the City to include an item on the punch list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- Items on the punch list must be completed or corrected prior to final payment for the Job Order. Contractor shall proceed promptly to complete and correct items on the list.

3. SCOPE OF WORK

The City maintains a network of streets, roads, and related civil infrastructure. The infrastructure includes, but is not limited to: paved streets (asphalt and concrete pavements), dirt roads, trails, drainage, sewer, multiuse paths, park roads and facilities, parking lots, pavement markings/striping, traffic signals, traffic control signs/devices, and street lights. This JOC will be focused on, but not limited to, supplying all labor, materials, supplies, and equipment for completing transportation infrastructure construction, reconstruction, maintenance and repairs, and other related work.

Contractors submitting a statement of qualifications shall have the demonstrated experience, knowledge, personnel, and ability to successfully accomplish the following tasks:

a. Identify and obtain all necessary permits and approvals required to complete the job order assignment, including, but not limited to, engineering plan approval, permitting, associated off-site improvements, haul routes, stockpiles, SWPPP, dust control, traffic control plans, etc.

b. Placement of asphalt pavements including full depth sections, overlays, patches, and repairs.

c. Stamped and thermoplastic asphalt prints.

d. Placement of PC concrete pavements including full depth sections, patches, joint sealing, and repairs.

e. Sidewalk improvements that are ADA compliant.

f. Milling and/or roadway profiling of asphalt and concrete pavement surfaces.

g. Pavement maintenance and rehabilitation, including, but not limited to:
   - Crack sealing and joint sealing,
   - Crack routing, crack filling, and large crack repair,
   - Applying various types of surface treatments including fog seals, scrub seals, slurry seal, chip seals, and other asphalt rejuvenation methods, and
   - Saw cutting and removing both asphalt and concrete pavements.

h. Adjustment of utility fixtures and similar appurtenances.

i. Subgrade preparation including scarifying and compacting native soils, placing, and compacting aggregate base course (ABC), placing and compacting asphalt millings, constructing soil stabilizations of various types, and site grading as needed for the job order and to provide positive drainage.

j. Construction of cement treated subgrades and cement treated bases.

k. Earthwork including excavations, embankment construction, rough grading, and finished/fine grading work.

l. Signing and striping including location surveys of existing striping and signing, providing, and installing project signs, obliteration of striping, and layout and installing new striping, symbols, and raised pavement markers.

m. Preparation of traffic control plans and submittal for review, approval, and permitting.

n. Provide traffic barricade and traffic control set-up for the work areas in accordance with the approved traffic control plans.

o. Shoulder maintenance work including grading, build-up, placement of surface treatment, and sealing.

p. Removal and replacement of culverts, storm drains, catch basins, and valley gutters.

q. Minor associated wet or dry utility installation, relocations, or repair and maintenance.

r. Install, relocate, or maintain/repair traffic signals, poles, mast arms, illuminated street name signs, controller units, and related equipment and facilities.

s. Install, relocate, remove, or maintain/repair in-pavement inductance loops.

t. Install, relocate, or maintain/repair streetlights and accompanying street light circuits.

u. Install or replace landscape plantings and/or hardscape improvements.

v. Install new or maintain/repair damaged landscape irrigation system facilities.

w. Bikeways and multiuse paths: concrete, asphalt, natural, and granite

x. Dispose of removed materials including transportation to the City landfill or other designated disposal site.

y. All other transportation related construction or maintenance work that may arise during the term of the JOC.

All construction shall conform to the latest version of the:

a. Uniform Standard Specifications and Details for Public Works Construction published by the Maricopa Associate of Governments (MAG),

b. Standard Specifications and Details for Road and Bridge Construction published by Arizona Department of Transportation (ADOT),

c. Manual on Uniform Traffic Control Devices (MUTCD) published by Federal Highway Administration (FHWA), and the

d. Construction documents (plans and specifications) associated with each Job Order assignment.

A one-year warranty for all constructed and installed items of work shall be required by the Contract Documents. The warranty period commences on the date of Final Completion, unless otherwise provided for in the Contract.

Construction services also covered by the JOC will include, but are not limited to the following:

a. Preconstruction services,
b. Serve as the general contractor during construction,
c. Coordinate and manage subcontractors during construction,
d. Coordinate with various utilities,
e. Public meetings and notifications (when required),
f. Arrange for procurement of materials and equipment,
g. Schedule and manage site operations,
h. Continue use of a collaborative process,
i. Provide quality control testing and inspections,
j. Bond and insure the construction,
k. Comply with all federal, state and local permitting requirements,
l. Maintain a safe work site for all project participants,
m. Commissioning,
n. Prepare and turn over record drawings (when required),
o. Provide operations and maintenance manuals (when required).

Meeting Attendance

Attendance at City department and/or other project meetings is mandatory. Repeated instances of non-participation and/or lack of preparedness shall be grounds for non-renewal of the JOC Contract and/or termination of the current JOC or a specific Job Order.

Quality Assurance/Quality Control Program

Contractor shall submit, for City approval, a Quality Assurance/Quality Control Plan within ten (10) calendar days after issuance of the initial Job Order Purchase Order. This plan shall address all aspects of quality control including:

a. Responsibility for surveillance of the work,
b. Documentation,
c. Trend analysis,
d. Corrective action procedure, and
e. Interface with City Inspectors.

Utility Company Coordination

a. The Contractor will be responsible for coordinating with utility companies, and with any utility design work for permanent utility services to the project and will ensure that the work takes place in a timely manner and does not impact the overall project schedule.
b. Any utility design fees for permanent services to a project will be paid by the City.

Temporary Sanitation Facilities

a. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the work site. Toilet facilities shall be installed and maintained in conformance with all applicable state and local laws, codes, regulations, and ordinances. The facilities shall be properly lit, ventilated, and kept clean at all times.
b. Adequate and satisfactory drinking water shall be provided at all times, and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

Dust Control and Water for Construction Purposes

a. Dust control measures shall be in accordance with the requirements of the Pinal City Air Quality Control

District Code of Regulations. Water or other approved dust palliatives, in sufficient quantities, shall be applied during all phases of construction to prevent unnecessary discharge of dust and dirt into the air.

b. The Contractor shall be responsible for compliance with the air quality regulations.

c. The Contractor shall be required to obtain the necessary permit and all pertinent information from the Pinal City Air Quality Department, 31 N Pinal St, Building F, Florence, AZ 85132; phone 520-866-6929.

d. A Notice to Proceed will not be issued until the City has received a copy of the Contractor's Dust Control Permit and Plan.

e. The Contractor shall keep suitable equipment on hand at the job site for maintaining dust control on the project streets, and shall employ sufficient labor, materials and equipment for that purpose at all times during the project to the satisfaction of the City.

f. Water application for dust control purposes shall conform to the provisions of Section 225 of the MAG Standard Specifications.

g. The cost of obtaining the water and for water application will be included in the negotiated contract price for the construction operations to which such watering is incidental or appurtenant thereto.

Work by the City

The City reserves the right to undertake or award Contracts for the performance of similar types of work contemplated herein, outside of the JOC, and such action by the City shall not be a breach or otherwise violate the contract in any way.

4. SUBMITTAL REQUIREMENTS

The SOQ may not exceed ten (10) single-sided pages that are 8½" x 11" in size.
The SOQ shall be prepared using a standard font with a minimum of 10 pt. font size.

The SOQ shall include a one-page cover letter. The cover letter is included in the 10-page count. The cover, letter plus a maximum of 9 additional pages, shall be prepared to address the SOQ evaluation criteria. Do not include a table of contents or separation tabs. A solicitation cover page can be included and will not count toward the ten (10) pages. Submittals should be stapled or plastic or metal spiral-bound or comb-bound only. Do not use 3-ring binders.

The following information is not included in the 10-page limit and should be attached as appendices:

a. Bonding capacity letter

b. Certificate of insurability

c. Workers' Compensation Experience Modification Rating (EMR)

d. Maximum 1-page resumes for each key team member

e. Subcontractor Management Plan Table

f. Required Forms (see REQUIRED THREE (3) FORMS APPENDIX).

The submittal package should include signed and completed copies of each of the forms contained in the APPENDIX - REQUIRED FORMS section. The required forms must be typed or in ink. Include an original ink signature by the person signing the submittal. Changes shall not be permitted after submittals have been opened except as otherwise provided under applicable law. The forms that are submitted complete and according to instructions shall receive 50 points in the evaluation process. Any attachments that are not received in a timely manner and/or are incomplete shall not receive these points.

Any portion of a submission exceeding the 10-page limit or any resumes exceeding the two (2) page limit shall not be reviewed by the evaluation committee.

Please provide an original plus one (1) copy (for a total of 2) and one (1) electronic file (on CD or USB) of the Statement of Qualifications to the City Clerk, City of Casa Grande, by: **2:00 pm on Tuesday, July 29, 2025.**

All submittals shall be delivered to:

City Clerk
City of Casa Grande City Hall
510 E Florence Blvd

Casa Grande, AZ 85122

The City reserves the right to accept or reject any or all Statements of Qualification.

The City of Casa Grande is an equal opportunity employer.

Submittals must be delivered in a sealed package bearing the submitter's name, project name, and SOQ due date. Packages must be delivered prior to the submittal deadline to the address listed above; any submittal package received after the deadline shall not be considered and will be discarded.

Pre-submittal Conference

No pre-submittal conference will be held for this solicitation.

Inquiries

Solicitation Contact Person; Other Contact Prohibited. Any inquiry related to a solicitation shall be by email directed solely to the City of Casa Grande Project Manager. The submitter shall not contact or direct inquiries concerning this solicitation to any other employee. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subconsultants) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Manager, Deputy City Manager, Department Heads and other staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. Questions must be submitted by **Thursday, July 17, 2025** by **2:00 p.m**.

The Project Manager/Contact Person for this Solicitation shall be:

Owen Mills, PE
Owen_Mills@casagrandeaz.gov

Advisory Notices

Please be advised that failure to comply with the following criteria may be grounds for disqualification:

- Receipt of submittal by the specified deadline
- Receipt of the number of copies specified
- Adherence to maximum page requirement

  Adherence to the maximum page criterion is critical; and each page side (maximum 8 ½" x 11) with any criteria information will be included in the total page count. Tabbed divider pages will counted towards the page count, if included.
- Delivery of submittal to the correct location
- Delivery in a sealed package clearly labeled with the submitter's name, project name, and SOQ due date
- This RSOQ will be listed on the City's web site
  https://casagrandeaz.gov/city-clerk/
- Providing a signed copy of addenda, if any, in response to this SOQ. It will be the interested firm's responsibility to check the website (see link below) for any updates, including addenda.

  https://casagrandeaz.gov/city-clerk/

5. STATEMENT OF QUALIFICATIONS CRITERIA

Contractors submitting a statement of qualifications shall have the demonstrated experience and knowledge of the JOC project delivery method.

The successful JOC Contractor(s) will have documented established working relationships with various qualified subcontractors. For each job order assignment, the Contractor shall provide a list of proposed subcontractors for the job order assignment and their approximate percent (%) involvement and subcontract amount ($) of the total job order amount. The City reserves the right to approve or disapprove the involvement of any subcontractor on the job order assignment.

Firms interested in providing JOC services shall submit an SOQ which will be evaluated according to the following criteria:

A. Contractor and Subcontractor General Information (150 points)

1. Provide a general description of the contractor firm and/or team that is proposing to provide the transportation construction, replacement, maintenance, and other related JOC services.
2. Explain the legal organization of the proposed firm and/or team, including the number of years in business.
3. Provide an organizational chart showing the qualifying contractor, and the contractor's key personnel, down to the superintendent level. If specific subcontractors/consultants will be utilized for work of a certain type, include subcontractors corresponding information.
4. Identify the location of the contractor's principal office and the local office, if different.
5. Identify any contract or subcontract held by the firm or officers of the firm, which has been terminated within the last five years. Identify any claims arising from a contract which resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcomes for either circumstance.
6. List the Arizona professional registrations and contractor licenses held by the Contractor's team and the key personnel who will be assigned to this project. Provide the contractor license number and explain if held by an individual or the firm. The contractor must hold the appropriate contractor's license (i.e., A, A-5, A-14, A-15, or other appropriate and applicable categories) from the Arizona Registrar of Contractors and must have a demonstrated ability to perform the work.
7. Provide a statement concerning the Contractor's bonding capacity from a surety company or companies holding a Certificate of Authority to transact business in Arizona, issued by the Director of the State of Arizona Department of Insurance. This is to be an appendix to the SOQ and will not be counted in the 10-page limit. Each firm awarded a contract will be required to provide Contract Performance and Payment bonds for each job order.
8. Provide a statement relative to the Company's insurability from a company or companies lawfully authorized to transact insurance business in the State of Arizona and rated at least A- in the company's current A.M. Best Company online rating. This is to be an appendix to the SOQ and will not be counted in the 10-page limit. Each firm awarded a contract will be required to furnish a certificate(s) of insurance meeting the City's indemnification and minimum insurance requirements as outlined in Exhibit B of the Job Order Master Contract.

   Provide a letter from your insurance company stating the firm's Workers' Compensation Experience Modification Rating (EMR) for the past three (3) years. The letter shall be on the insurance company's letterhead and shall be signed by an authorized individual employed by the insurance company. This is to be an appendix to the SOQ and will not be counted in the 10-page limit.

B. Experience and Qualifications (200 points)

1. Identify current and previous JOC Master Contracts held in which the firm has provided JOC services. For each master contract, provide:

   a) Name of the agency or institution

   b) Length of the Contract

   c) Total Contract Value

   d) Number of Job Orders processed

   e) Number of Job Orders that had warranty issues

2. Identify at least three (3) construction projects in which the firm provided recent JOC services. The projects identified should clearly demonstrate the breadth of the firms experience and capabilities in managing self-performed work, multiple trade subcontractors, vendors, and suppliers.

   For each project identified, provide the following:

   a) Description of the project

   b) Current key personnel involved with the project

   c) Description of how the firm provided pre-construction, construction, and post-construction services and the benefits the firm provided to the project

d) Number of change orders and the reasons

e) Project Owner reference information, with at least two contracts with correct telephone numbers and/or email information per project.

C. Experience of Key Personnel expected to be assigned to this JOC (200 points)

1. For each key person identified, provide resumes (maximum of one (1) page) as an appendix to the SOQ. Include the length of time with the firm, total years of experience, and applicable degrees and certifications.

   List at least five (5) comparable projects in which the individual has played a primary role. If a project selected for a key person is the same as one selected for the firm, provide just the project name and the role of the key person. For other projects provide:

   - Description of project,
   - Role of the person,
   - Contract value,
   - Project owner reference information.

2. List any subcontractors, including key staff names and the experience and qualifications of these individuals. Explain how these key staff personnel for this proposed contract have relevant and sufficient experience for JOC projects.

D. Approach to Performing the Required Services (400 points)

1. Describe the Contractor's project management approach to JOC projects.

   Include the firm's perspective and experience on collaboration, quality control, project scheduling, claims, dispute resolution, changes in the scope of work (control of scope-creep), and construction safety.

2. Describe systems used for planning, project engineering, scheduling, estimating, and managing the work. Include a description of the project management and scheduling software systems that the firm uses. Include a one (1) page flow chart of your job order process showing contractor and owner responsibilities. The flow chart is to be an appendix to the SOQ and will not be counted in the 10-page limit.

3. Describe the various types of reporting that your firm uses to keep your clients informed of project/task work status.

   Include two examples of typical reports in an appendix that will not be counted in the 10-page limit.

4. Provide your approach in offering design, engineering, maintenance, and/or operations services. Describe your experience with those services and indicate if in-house staff or subcontractors have provided the services.

5. Describe how you handle personnel assignments and requirements as the work varies in volume. Include in-house staffing requirements and subcontractor requirements.

6. Describe how you plan to manage material cost escalation and availability.

7. Provide your subcontractor management plan (as an appendix to the SOQ) including the qualification-based selection criteria you plan on implementing for this contract.

   Subcontractor selection plans may be based on qualifications alone, or on a combination of qualifications and price, but shall not be based upon price alone. Describe your plan for recruiting consultants and subcontractors, particularly in the local community.

   Provide a table including the following information as part of your subcontractor management plan.

   - Names, contact information, and locations of consultants and primary subcontractors from the local community you plan to use.
   - List the services/trade to be provided by each.
   - The subcontractors listed shall have experience providing job order services to your firm.

E. Forms (50 points)

The forms that are submitted complete and according to instructions shall receive 50 points in the evaluation process. Any attachments that are not received in a timely manner and/or are incomplete shall not receive these points.

Total SOI Points = 1000 pts.

6. SELECTION PROCESS

The successful firm(s) will be selected through a qualifications-based selection process. Interested firms are encouraged to submit a Statement of Qualifications (SOQ).

A Selection Panel will evaluate each SOQ according to the criteria set forth herein – See Section 5.

The City will select firms based on the SOQs received; no formal interviews will be conducted.

The City may conduct a due diligence review such as checking project references on the firm(s) receiving the highest evaluation scores.

By submitting an SOQ, the respondent certifies that he/she has reviewed the City of Casa Grande's standard contracts, including insurance requirements and, if selected, will execute the City's required contract without modification or exceptions. A sample agreement is available upon request.

If the City is unsuccessful in negotiating a JOC with the most-qualified firm(s), the City may then negotiate with the next most qualified firm until a JOC is executed, or until the City may decide to terminate the selection process. Once a JOC is executed with the successful firm(s), the procurement process is complete.

Firm(s) selected for this JOC will be notified directly by the City.

7. GENERAL INFORMATION

Compliance with Arizona Revised Statutes (ARS). Procurement of Job Order Contracting Services by a municipality within the State of Arizona is governed by ARS Title 34. By submitting an SOQ under this solicitation, the submitter certifies that said submittal and their conduct in relation to this solicitation is in compliance with the requirements of ARS Title 34.

Instructions. The City of Casa Grande shall not be held responsible for any oral instructions by any party. Any changes to this Request for Statement of Qualifications will be in the form of an addendum, which will be posted on the City's web site.

Changes to Request for Qualifications. Any changes to this Request for Statement of Qualifications (RSOQ) will be in the form of an Addendum. The City of Casa Grande shall not be held responsible for any oral instructions. It shall be the responsibility of the RSOQ holder to determine, prior to the submittal of the Statement of Qualifications, if an Addendum has been issued. RSOQ holders may refer to the web page or call the City Finance Director to ascertain if a Notification has been issued for this project.

City of Casa Grande Rights. The City reserves the right to reject any or all SOQs, to waive any informality or irregularity in any SOQ received, and to be the sole judge of the merits of the respective SOQ received. No binding contract will exist between the submitter and the City until the City executes a written contract. Any contract executed will be between the Contractor and the City.

The City reserves the right to negotiate services for any or all of the tasks listed herein, or others deemed necessary, for successful completion of the project. The City also reserves the right to engage the services of other firms as may be required by the City for successful completion of the project.

The City reserves the right to request substitution of subcontractors or to request the addition of specialty subcontractors.

The City reserves the right to disqualify any Proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposal submitted or any other data available to the City. This disqualification is at the sole discretion of the City. Any Proposer herein waves any right to object now, or at any future time, before anybody or agency, including but not limited to, the City of Casa Grande City Council or any court.

Protest Policy and Procedure: Any bid protests shall be submitted in writing to the City Finance Director, City of Casa Grande, 510 East Florence Boulevard, Casa Grande, AZ 85122, within 72 hours of the bid award notification. Protests must contain, at a minimum, the name, address and telephone number of the protester, the signature of the protester or its legal representative, evidence of authority to sign on behalf of the bidder, a detailed statement of the legal and factual grounds of the protest including copies of relevant data, and the form of relief requested. Within three (3) business days of receipt, and after consultation with legal counsel, the City's Project Manager, and/or others, the City will respond to the protest. The City of Casa Grande reserves the right to reject any or all bids, to waive irregularities of information in any bid, and/or to take any steps determined prudent in order to resolve the protest.

No other protest is authorized. By submitting an RSOQ response, each applicant and every member of their team identified in the RSOQ response agrees to the terms of this policy.

Good Standing - Any JOC Contractor that currently contracts with the City must be in good standing for its Statement of Qualifications (SOQ) to be considered responsive. For the purpose of the RSOQ, good standing refers to compliance with all contractual provisions, including payment of financial obligations.

Cooperative Use of Contract: This contract shall be for the permissive use by the City of Casa Grande. The contract awarded through this procurement process may be extended for use by other governmental agencies and political subdivisions of the State of Arizona. Any such usage by other entities must be in accord with the prices, terms and conditions of the City of Casa Grande Contract and with the ordinances, charter, rules and regulations of the entity using this Contract. Job orders placed by other agencies, and payment thereof, will be the sole responsibility of that agency. The City shall not be responsible for any disputes arising out of transactions made by others.

Questions: Questions pertaining to the selection process or contract issues should be directed to the City Clerk's Office, (520) 421-8600, cityclerk@casagrandeaz.gov, City Hall, 510 East Florence Boulevard, Casa Grande, Arizona, 85122.

APPENDIX - REQUIRED FORMS

SUBMITTAL ACKNOWLEDGMENT

To the City of Casa Grande:

The undersigned hereby submits and agrees to furnish services in compliance with all terms, conditions, specifications, and amendments in the Solicitation. Signature also certifies understanding and compliance with the City of Casa Grande's Sample Contract terms and conditions.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE: _____ FAX: _____

CONTACT PERSON: _____

EMAIL for CONTACT PERSON: _____

AUTHORIZED COMPANY SIGNATURE AND TITLE:

_____
/s/

_____
Name

_____
Title

NON-COLLUSION AFFIDAVIT

State of _____)
)ss
County of _____)

_____, affiant,
(Name)

The _____

Of _____
(Title)

_____
(Consultant/Bidder)

who is the person or other entity that makes the accompanying Submittal, having first been duly sworn, deposes and says:

That such Submittal is genuine and not sham or collusive, nor made in the interest of, or on behalf of, any persons not herein named, and that the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a sham bid, or any other person, firm, company or corporation to refrain from making a submittal, and that the Submitter has not in any manner sought by collusion to secure for itself an advantage over any other Submitter.

_____
(NAME)

_____
(TITLE)

_____
(NAME OF BUISNESS)

Subscribed and sworn to before me _____
This __ day of _____, 2025

_____
(NOTORY PUBLIC)

My Commission Expires: _____

AUTHORIZATION FOR RELEASE OF PERFORMANCE INFORMATION AND WAIVER

I, _____, the undersigned, on behalf of _____ (this company), being duly authorized to do so, do hereby consent and authorize all those companies and government entities listed in my Submittal to the City of Casa Grande, and any other government entity for whom this company has performed pre-construction and/or construction services, to disclose and release to the City of Casa Grande, or its representatives, information, records, and opinions concerning this company's performance. The purpose of this disclosure is to provide references and background material to the City of Casa Grande. This company hereby waives any claim it may have against the City of Casa Grande or any company or entity providing information to the City of Casa Grande by reason of any information being disclosed or opinions provided regarding the actions or performance of this company.

This authorization shall be effective for one year, and a copy of this authorization shall be as valid and effective as the original.

Dated: _____, 2024

By: _____
/s/

Name:_____

Title:_____

Contract No. _____

Job Order Contract
for

_____

Public Works Department
City of Casa Grande

Clifton Sanders
Chief Wastewater Treatment Plant Operator
520-421-8625

_____

_____
_____

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(Revised September 2023)

THIS CONTRACT made and entered into by and between the **City of Casa Grande,** a Municipal Corporation (the "City") and _____ (the "Contractor").

The City and the Contractor for the consideration named agree as follows:

SECTION 1. The complete Contract includes all of the Contract Documents as if set forth in full herein. The Contract and all Contract Change Orders issued after the execution of the Contract, the Special Provisions, the Project's Scope of Work, the Bidder's Proposal, the Notice Inviting Bids, the A.R.S §35-393 and 35-393.01 Certification Form, the Performance Bond and the Payment Bond all of which are essential parts of this Contract as defined in Attachment 1. In the event of any conflict in these provisions, the terms of the Contract Documents shall control, each over the other, in the order provided.

SECTION 2. The Contractor shall furnish all materials, except as otherwise provided in the Plans or Specifications, and will perform all the work for the

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

necessary to complete in a good, workmanlike, and substantial manner the work in accordance with the Contract Documents for this Project. The Contract documents are specifically referred to and made a part hereof this Contract.

SECTION 3. This initial term of this contract shall be for one year starting on July 1, 2022 and ending on June 30, 2023. The term of this contract may be extended, at the sole discretion of the City, for up to three (3) additional one (1) year extensions. The contractor agrees to provide services to the City for the performance of the City of Casa Grande Manhole Rehabilitation Program, consistent with the Scope of Work and in the timeframe identified as Exhibit "A" and incorporated herein by reference. No material, labor, or facilities will be furnished by the City, unless otherwise provided for in the Agreement.

The City will pay the Contractor an amount not to exceed $500,000.00 for a base contract, subject to change of materials and work orders. For each extension year, the City will pay the Contractor an amount not to exceed the yearly budgeted amount for this Project. The Contractor agrees to receive and accept the prices set forth in the Bid Proposal/Schedule as full compensation for the work required under the bid items awarded by the City subject to additions and/or reductions of the quantities of the various bid items at the unit prices bid for furnishing all labor and materials and for doing all the work contemplated and embraced under this Contract. The Contractor further agrees that:

a. Job Orders may be issued at any time during the term of this contract. The City does not guarantee Contractor any minimum amount of work during the term of this Contract.
b. Prior to any Job Order being issued, the parties will agree upon the scope of work for the job order. The pricing for any Job Order issued during the term of this Agreement shall be in compliance with Exhibit A, which is attached hereto and incorporated herein.
c. The City will not pay any claim submitted to the City by the Contractor unless the claim is **SUBMITTED IN WRITING** to the City and **APPROVED BY THE CITY IN WRITING BEFORE** any such work is started.
d. The City will not pay for any cost increases for labor and materials outside the original prices as set forth in the Bid Schedule unless **SUBMITTED IN WRITING** to the City and **AGREED TO IN WRITING** by the City **IN ADVANCE**.
e. In the event of unforeseen difficulties or obstructions arising out of the nature of the work to be performed are encountered by the Contractor, the Contractor **SHALL NOT MOVE FORWARD** with any additional work until that work is **APPROVED IN WRITING** by the City's Project Manager.
f. The Contractor shall be responsible for all expenses incurred by or in consequence of the suspension and/or discontinuance of work **CAUSED BY** Contractor.
g. The Contractor shall faithfully complete the work in the manner and in accordance with the Contract Documents and the requirements of the City's Project Manager under them.
h. Any additional charges incurred without **WRITTEN CONSENT** of the City shall be considered incidental costs to the Contract with **NO COST** to the City.

SECTION 4. TIME IS OF THE ESSENCE for this Contract. The Contractor agrees to commence work pursuant to this Contract within **120 calendar days** after the date of authorization specified in the Notice to Proceed and to diligently prosecute the same, day to day, to completion within **180 calendar days** after the date provided except as adjusted by subsequent Contract Change Order(s). All additional work, when authorized by executed Change Order(s) shall be compensated for by a fee as mutually agreed upon by the City and Contractor.

When a contractor submits a request for a date extension for which work must be completed in a contract, a written Contract Change Order shall be initiated outlining the reason for applying for the extension and the drop-dead date the work **will** be completed. If the extension is agreed to and signed by the City and the Contractor, it binds the Contractor to complete the work by the extended date designated in the amendment unless the delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor. It is agreed the City's only liability for delay from any cause shall be limited to granting a time extension to the Contractor. There is no other obligation, expressed or implied, on part of the City to the Contractor for delay from any cause.

SECTION 5. If the work to be performed by Contactor for this Contract is not timely completed, unless this failure is due to any conditions in Section 6 below, the Contractor will be deemed to be in breach pursuant to Section 9 below.

For the purpose of determining applicability of liquidated damages, completion time shall be extended only if delay in completion of the work by the Contractor results from an unforeseeable cause beyond the control and without the fault or negligence of the Contractor per Section 6.

SECTION 6. Force Majeure: Notwithstanding any other term, condition, or provision hereof to the contrary, in the event any party hereto is precluded from satisfying or fulfilling any duty or obligation imposed upon such party by the terms hereof due to labor strikes, nationwide material shortages, war, civil disturbances, unusual weather conditions, natural disasters, acts of God, or other events beyond the control of such party, the time period provided herein for the performance by such party of such duty or obligation shall be extended for a period equal to the delay occasioned by such events and must be agreed to **IN WRITING BY BOTH PARTIES.**

SECTION 7 The Contractor agrees to indemnify, defend, and save harmless the City, its Mayor and Council, appointed boards and commissions, officials, officers, and employees, individually and collectively from all losses, claims, suits, demands, expenses, subrogations, attorney's fees, or actions of any kind and nature arising out of the Contractor's negligence or any subcontractor employed by the Contractor including bodily injury and death, damages to any property or any other losses, claims, suits, demands, and/or expenses, arising or alleged to have arisen out of the work performed, except any injury or damages arising out of the sole negligence of the City, its officers, agents or employees. The amount and type of insurance coverage requirements set forth in Section 8 will in no way be construed as limiting the scope of indemnity in this paragraph.

SECTION 8. INSURANCE.

8.1 Contractor Liability Insurance. Upon signing of the Agreement and so long as it shall remain in effect, contractor, at its cost and expense, shall purchase and maintain the insurance described in this section. The insurance shall be purchased and maintained in companies duly licensed or otherwise approved by the State of Arizona, with forms acceptable to the City of Casa Grande, and shall be primary with no right of contribution. The contractor's insurer shall have a minimum A.M. Best's rating of A-VIII. Use of alternative insurers requires prior approval for the City of Casa Grande.

The insurance coverages to be purchased and maintained are:

8.1.1 Workers' Compensation. Contractor shall provide workers' compensation insurance as required by state and federal laws having jurisdiction over Contractor's employees engaged in the performance of the Services within this Agreement.

8.1.2 General Liability. Contractor shall maintain a Commercial General Liability (Occurrence) policy that includes coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability. The policy shall have limits of not less

than:

· $1,000,000 for each occurrence of bodily injury and property damage; and
· $1,000,000 for personal injury.

8.1.3 Automobile Liability. Contractor shall maintain an Automobile Liability policy with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each accident. The policy shall cover all owned, hired, and non-owned automobiles used in connection with the Agreement for the performance of Contractor's services.

8.1.4 Property Insurance. A policy or policies of fire and extended coverage property damage insurance covering the full insurable value of all tools and equipment used by contractor from time to time on the lands of City of Casa Grande pursuant to the Agreement, including mobile equipment. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

8.1.5 Adjustment of Liability Limits. If the initial term of the Agreement shall exceed ten years or if the aggregate term of the Agreement, including any extension or renewal terms agreed to by the parties or provided for in the Agreement shall exceed ten years, on each tenth anniversary of the date of the Agreement, the liability limits provided for in sections 8.1.2 and 8.1.3 shall be increased by an amount proportional to the increase in the US consumer price index occurring since the date of the Agreement or the date of the last such increase as appropriate.

8.1.6 Professional Liability. The Contractor retained by the City to provide the engineering services required by the Agreement will maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor or any person employed by him, with an unimpaired limit of not less than $1,000,000 each claim and $2,000,000 all claims, or 10% for the construction budget, whichever is larger. In the event the insurance policy is written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Services as evidenced by annual Certificates of Insurance.

8.2 Insurance Certificate. Contractor shall not exercise any of its rights under the Agreement until it delivers to City of Casa Grande's designated recipient certificates from contractor's insurers showing that the coverage required above has been obtained.

8.2.1 The insurance certificates must show City of Casa Grande, its subsidiaries, affiliates directors, officers, and employees as additional insured parties in respect of all liability coverage except workers' compensation. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company's liability.

8.2.2 The insurance certificate shall provide on its face that the policies it represents will not be terminated, amended, or allowed to expire without 30 days prior written notice to City of Casa Grande.

8.2.3 Failure of City of Casa Grande to demand the insurance certificate or other evidence of full compliance with these insurance requirements or failure of City of Casa Grande to identify a deficiency from any certificate provided to it shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

8.3 Severability of Interests. The policies referenced in 8.1.2 and 8.1.3 shall contain a severability of interests clause, generally providing, "the insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's insurance."

8.4 Waiver of Subrogation. Contractor hereby waives any and all rights that it might have against City of Casa Grande, its employees, officers, and directors, to recover all or part of any loss or damage insured or insurable

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by the insurance policies carried or required to be carried by it pursuant to the Contract Documents. Contractor shall require each of its agents, contractors, licensees and others performing the obligations, or exercising the rights, of Contractor under the Agreement to provide a similar waiver for City of Casa Grande's benefit.

8.5 Deductibles. Contractor may purchase the required insurance policies with deductibles which are reasonable in light of the contractor's financial condition; provided that any loss not covered due to the deductible will be paid by Contractor. Contractor shall also require its agents, contractors, licensees and others performing the obligations, or exercising the rights, of contractor under the Agreement to carry such property damage insurance. Such policy or policies shall cover the full insurable value of such tools and equipment.

SECTION 9. This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment for services rendered and accepted by the City before the effective date of termination.

The City reserves the right to terminate in whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract. The City will issue a written notice of default to the Contractor for failing to perform the stipulations, conditions or services/specifications required in this Contract. The Contractor shall have 5 days from receipt of the notice to rectify the failure or establish a plan for remedy. Contractor shall provide documentation of the remedy or proposed plan for approval by the City.

The City may terminate this Contract for cause if:

A. In the opinion of the City, the Contractor attempts to impose personnel, materials or services of an unacceptable quality;

B. In the opinion of the City, the Contractor fails to furnish the required services and/or product within the time stipulated in the Contract;

C. In the opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

D. The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

In the event the Contractor has failed to perform any substantial obligation to be performed by the Contractor under this Agreement and said failure has not been cured within the times set forth in this Agreement, then the City may, upon written notice, withhold all monies due and payable to Contractor, without penalty, until such failure to perform is cured or otherwise adjudicated.

If funds that are appropriated or allocated for the payment of obligations under this Contract are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty shall accrue to the City in the event that this provision is exercised, and the City shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

Upon Notice of Termination the Contractor shall appraise the work the Contractor has completed and submit this appraisal to the City for evaluation.

The Contractor shall receive as compensation for services performed through the date of such termination, a fee for the percentage of work actually completed. This fee shall be a percentage of the Contractor fee described in this Contract and shall be in the amount mutually agreed to between the Contractor and the City. The City shall make this final payment within sixty (60) days after the Contractor has delivered the last of the partially completed items or service.

Notice required under this section shall be in writing and shall be served by certified mail upon the other party. When

served by certified mail, services shall be conclusively deemed made five (5) days after posting thereof in the United States mail, postage prepaid.

SECTION 10. Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to materially fulfill such a commitment shall result in a breach of this Contract. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

SECTION 11. The Contractor agrees that any inspection by the City Representative or by other agents or employees of the City of the work performed is for the purpose of ensuring the technical competence of the work and adherence to other contractual provisions. Inspections are not for the purpose of safeguarding workers on the job, which is the sole responsibility of the Contractor.

The Contractor warrants that he/she is fully familiar with all the safety requirements of the Occupational Safety and Health Act as promulgated by the Federal Government and as implemented by the State of Arizona, and that he/she will be solely responsible for implementing and enforcing the same at all times.

SECTION 12. The Contractor agrees to accomplish the work with a minimum of traffic interruption. If it becomes necessary to close any traffic lanes on any street within the City, permission must first be obtained from the City Engineer's Office. Permission shall be requested at least 48 hours in advance for residential streets and 72 hours in advance for arterial streets. The Contractor shall furnish and place all detour signs and any other warning signs in accordance with the SPECIAL PROVISIONS.

SECTION 13. All writings, programs, data, public records, or other materials prepared by the Contractor and/or its Contractors or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the City.

SECTION 14. In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Arizona in and for the County of Pinal. This Agreement shall be governed by the laws of the State of Arizona. Should the City bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract, the City shall recover, in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

SECTION 15. It is agreed that the Steve Hardesty, Community Services Director, or his/her designee is authorized to execute Contract Change Order(s) necessary to the prosecution of the work, all in accordance with the Standard Specifications.

SECTION 16. The Contractor agrees that he/she will not proceed with any extra work unless he/she has been authorized in writing to do so by _____, or his/her designee prior to the commencement of any extra work.

SECTION 17. The Parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all the provisions herein contained. Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor without prior written consent of the City.

SECTION 18. No portion of this contract may be assigned or subcontracted to any other individual, firm, or entity without the express and prior written approval of the Contracting Officer. It will be the responsibility of the Contractor to ensure that any and all subcontractors comply with the terms and conditions of this agreement and that City of Casa Grande is named as express third-party beneficiary of such subcontracts with full rights as such.

SECTION 19. **T**he Contractor shall cause the Performance Bond and Payment Bond to remain in full force and effect through the warranty and guarantee period. By my signature hereunder, as Contractor, I agree to keep the Performance Bond and Payment Bond or cashier's check in equivalent of the full Performance Bond and Payment Bond in full force and effect through said period. The cashier's check shall serve the same purposes and fully cover the requirements of a

Performance Bond and a Payment Bond.

SECTION 20. By my signature hereunder, as Contractor, I certify that I will comply with all provisions of the City of Casa Grande Contract No. _____.

SECTION 21. This contract may be subject to review by any federal or state auditor. The City or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the City. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by City Agents or employees, inspection of all records or other materials which the City deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for five (5) years after contract termination in accordance with A.R.S. §35-214 and shall make them available for such review within the City of Casa Grande, State of Arizona, upon request.

SECTION 22. DISPUTES

22.1 General. Differences between the Contractor and the City, arising under and by virtue of the Contract Documents shall be brought to the attention of the City at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions and decisions of the Contracting Officer, shall be final and conclusive.

22.2 Notice of Potential Claims. The Contractor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the City, or (2) the happening of any event or occurrence, unless the Contractor has given the City a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the City. The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Contractor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

22.3 Detailed Claim. The Contractor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before the final payment by the City, the Contractor has given the City a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of supporting documents evidencing the amount or the extension of time claimed to be due.

SECTION 23. By my signature hereunder, as Contractor, I agree that even if only one (1) Progress Payment is prosecuted by the City of Casa Grande for this Project, the City will retain ten percent (10%) of the Progress Payment amount. The ten percent (10%) retention will be discharged in accordance with the Standard Specifications.

SECTION 24. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), relating to, arising out of, or alleged to have resulted from the negligent acts, errors, mistakes or omissions in the work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose negligent acts, errors, mistakes or omissions in the work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, officers, officials, and employees from and against all claims, damages, losses, and expenses that are attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss or use resulting therefrom, caused by any negligent acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor, or any other person (not the City) for whose negligent acts, errors, mistakes, omissions, work, or services the Contractor my be legally liable. The amount and type of insurance coverage requirement set for the herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

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To the fullest extent permitted by law, the City agrees to indemnify and hold the Contractor harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the City's negligent acts, errors or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the City is legally liable, and arising from the project that is the subject of this Agreement. The Contractor is not obligated to indemnify the City in any manner whatsoever for the City's own negligence.

SECTION 25. Contractor will defend and indemnify the City from any claimed action, cause or demand brought against the City, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the City in any action. Such defense and payments are conditioned upon the following:

a. That Contractor shall be notified promptly in writing by City of any notice of such claim; and
b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the City the right to continue using the information, in the event such claim of infringement is made, provided no reduction in performance or loss results to the City.

SECTION 26. By my signature hereunder, as Contractor, I agree that I am not an employee of the City, and that I am performing the duties as an Independent Contractor, supplying my own employees, and maintaining my own insurance and handling all of my own internal accounting. The City in no way controls, directs, or has any direct responsibility for the actions of the Contractor. The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the City at the present time or in the future.

By my signature hereunder, as Contractor, I understand and acknowledge that the City will not withhold federal or state income. Where required by state or federal law, the Contractor authorizes the City to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the City against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

The City will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Contractor must pay all other taxes including, but not limited to, Business or Occupation Tax, taxes based on the Contractor's gross or net income, or personal property to which the City does not hold title.

By my signature hereunder, as Contractor, I agree that I shall be responsible for the compliance with the United States Immigration Reform and Control Act of 1986, and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this Act. This indemnification includes the costs of suit.

By my signature hereunder, as Contractor, I agree that I shall be responsible for compliance with the Americans with Disabilities Act of 1990 and shall indemnify and hold harmless the City for any liability arising from failure of the Contractor to comply with this act. This indemnification includes the costs of suit.

SECTION 27. By their signatures hereunder, as Contractor and City, the Parties agree to be bound by all applicable Federal and State regulations governing Equal Opportunity and Non-Discrimination.

SECTION 28. Pursuant to the requirements of Arizona Revised Statutes, Title 34, the City will require both of the following documents to be completed and submitted before the final payment is made and retainage is released.

1. A certification from the Prime Contractor that all bona fide project claims and bills from his/her subcontractors and suppliers have been paid, and that all his/her project claims against the City have been resolved (CONTRACTOR'S AFFIDAVIT REGARDING SETTLEMENT OF CLAIMS).

2. The consent of surety affidavit signed by an authorized representative of the surety (CONSENT OF

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SURETY TO FINAL PAYMENT AND FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES).

The City of Casa Grande reserves the right to obtain from the Contractor "satisfactory receipts for all labor and material billed and waivers of liens from any and all persons holding claims against the work".

SECTION 29. This Contract is subject to the provisions of A.R.S. § 38-511 which provides in pertinent part that the state, its political subdivisions or any department of either may, within three years after its execution, cancel any contract, without penalty or further obligation, made by the state, its political subdivisions, or any of the departments or agencies of either if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the state, its political subdivisions or any of the departments or agencies of either is, at any time, while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or a Contractor to any other party to the Contract with respect to the subject matter of the Contract.

SECTION 30. Contractor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989.

SECTION 31. To the extent applicable under A.R.S. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by City. The Contractor agrees to insert language similar to this paragraph in all contracts in which they engage with subcontractors on this project to ensure that those subcontractors are meeting the requirements of the above-mentioned statutes. City retains the legal right to randomly inspect the papers and records of the Contractor and its subcontractors who work on the Agreement to ensure that the Contractor and its subcontractors are complying with the above-mentioned warranty. The Contractor and its subcontractors warrant to keep the papers and records open for random inspection during normal business hours by City. The Contractor and its subcontractors shall cooperate with City's random inspections including granting City entry rights onto its property to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

A breach of the Contractor Immigration Warranty shall constitute a material breach of this Contract and shall subject the Contractor to penalties up to and including termination of this Contract at the sole discretion of the City.

The City retains the legal right to inspect the papers of any Contractor or Subcontractors employee who works on this Contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

Neither the Contractor nor any of Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if the Contractor or Subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214, Subsection A.

The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

SECTION 32. The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the City Attorney, or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents, or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

SECTION 33. In the event of a public records request to the City for the Licensed Program or Licensed Documentation, the City shall promptly provide a copy of such request to Contractor so that it has at least 7 days from Contractor's receipt of such request in which to seek an order restraining the City from disclosing the Licensed Program and Documentation pursuant to such public records request. If Contractor does not obtain a restraining order within such period of time, the City may disclose the Licensed Program and Licensed Documentation pursuant to such public request as the City deems appropriate to comply with Arizona's Public Records Laws.

SECTION 34. Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Contractor to the department head of the department for whom services are rendered and to the City Attorney's Office. Notice may be given by delivery or by depositing in the U.S. Mail, first class, postage prepaid.

SECTION 35. The provisions of paragraphs 5, 8, 9, 10, 13, 14, 21, 22, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 37, 38, and 39 as well as the provisions of any non-collusion affidavit, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

SECTION 36. This is the entire Contract between the parties. If any portion(s) of this Contract is (are) later found to be invalid or unenforceable, such portion(s) shall be null and void and without any effect on the rest of the Contract which shall continue in full force and effect.

SECTION 37. This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Arizona, and the City of Casa Grande.

SECTION 38. Contractor acknowledges and agrees that it is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel and, furthermore, Contractor acknowledges that is has signed the A.R.S §35-393 and 35-393.01 Certification Form, which is attached hereto and incorporated herein, to that effect.

SECTION 39. Contractor acknowledges and agrees, through the signed ARS §35-394 Certification Form attached hereto and incorporated herein, that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.

2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If, during the term of this contract, Contractor becomes aware it is not in compliance with the signed ARS §35-394 Certification Form, Contractor shall notify City within five business days after becoming aware of the noncompliance. If Contractor does not provide City with a written certification that Contractor has remedied the noncompliance within one hundred eighty days after notifying City of the noncompliance, the contract terminates, except that if the contract termination date occurs before the end of the remedy period, the contract terminates on the contract termination date.

SECTION 40. Each party agrees that this Contract may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto. The Parties understand and agree that they have the right to execute this Contract through paper or through electronic signature technology, and to the extent they sign electronically, their electronic signature is the legally binding equivalent to their handwritten signature. Signatures sent by electronic means (facsimile, scanned and sent via e-mail, or signed by electronic signature service where legally permitted) shall be deemed original signatures. The Parties expressly waive any objection to the admissibility of this Contract on the grounds that it is an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature. Each Party may sign any number of copies of this Contract, and each signed copy shall be deemed to be an original, but all of them together shall represent one and the same contract.

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SECTION 41. THIS CONTRACT SHALL BE VALID UPON EXECUTION BY THE PARTIES.

Dated this the ___ day of _____, 2022.

City of Casa Grande, an Arizona municipal corporation

By:_____
Larry D. Rains,
City Manager

_____., a _____

By: _____
Name: _____
Title: _____

Attest:

_____
Gloria Leija, MMC, City Clerk CMC/AAE

Approved as to form:

_____
Brett D. Wallace, City Attorney

SIGNING INSTRUCTION TO THE CONTRACTOR:

SIGNATURE MUST BE FROM A CORPORATE OFFICER OR OWNER. IN THE EVENT THAT ANOTHER INDIVIDUAL IS SIGNING, A LETTER OF AUTHORIZATION FROM A CORPORATE OFFICER OR OWNER INDICATING SIGNATORY AUTHORITY FOR THAT INDIVIDUAL MUST BE PROVIDED.

CORPORATE ACKNOWLEDGEMENT(S)

State of _____)
) ss
County of _____)

_____
Acknowledgment

On this _____ day of _____, 2022, _____ personally appeared before the undersigned and acknowledged him/herself to be the _____ of _____, and being authorized so to do, executed the Agreement between _____ and the City (identified in City of Casa Grande records as C.G. Contract No._____) in the capacity therein stated and for the purposes therein contained by signing his/her name.

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

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_____
Notary Public

My commission expires: _____

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A.R.S §35-393 and 35-393.01 CERTIFICATION FORM

Definitions contained in A.R.S. 35-393:

1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
   (a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.
   (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.
3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.
4. "Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:
   (a) together with other investors that are not subject to this section.
   (b) that are held in an index fund.
5. ”Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.
6. ”Public fund" means the state treasurer or a retirement system.
7. "Restricted companies" means companies that boycott Israel.
8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

All offerors must select one of the following:

_____ My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01.

_____ My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____	_____
Company Name	Signature of Person Authorized to Sign
_____	_____
Company Street Address	Printed Name of Signatory
_____	_____
City, State, Zip	Title of Signatory

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A.R.S. §35-394 CERTIFICATION

Definitions contained in A.R.S. §35-394:

1. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned Subsidiary, parent company or affiliate, that engages in for-profit Activity and that has ten or more full-time employees.

2. "Public Entity" means this state, a political subdivision of this state or an agency, board, commission or department of this state or a political subdivision of this state.

By signing this certification, Contractor acknowledges and agrees that it does not currently, and agrees for the duration of the contract that it will not, use:

1. The forced labor of ethnic Uyghurs in the People's Republic of China.
2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

By submitting this response, Contractor agrees to indemnify and hold the City, its agents and employees, harmless from any claims or causes of action relating to the City's action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the City in defending such an action.

_____	_____
Company Name	Signature of Person Authorized to Sign
_____	_____
Company Street Address	Printed Name of Signatory
_____	_____
City, State, Zip	Title of Signatory

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PERFORMANCE BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NO. _____

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

WHEREAS, said Contractor is required to furnish a bond in connection with Contract guaranteeing performance and this bond shall remain in full force and effect through the warranty and guarantee period of the Contract.

NOW THEREFORE, we the undersigned Contractor and Surety, are held and firmly bound unto the City of Casa Grande in the sum of Five Hundred Thousand (Dollars) ($500,000.00), to be paid to the City or its attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,
The above Contractor, his/her or its heirs, executors, administrators, successors or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract and any alteration made as provided, on his/her or their part to be kept and performed at the time and in the manner specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Casa Grande, its officers, employees and agents, as therein stipulated. It shall be and remain in full force and virtue until such time the project is completed then this obligation shall become null and void. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in the suit, including reasonable attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of, _____20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

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PAYMENT BOND
(100% of Total Contract Amount)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the City of Casa Grande, State of Arizona, has awarded to _____ _____, as principal, hereinafter designated as the "Contractor", a "Contract" for the work generally described as follows:

PROJECT NO:_____

PROJECT NAME: City of Casa Grande Manhole Rehabilitation Program

WHEREAS, Contractor is required to furnish a bond in connection with the Contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW THEREFORE, we the undersigned Contractor and Surety are held and firmly bound unto the City of Casa Grande in the sum of Five Hundred Thousand Dollars, ($500,000.00) for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

If Contractor, his/her or its heirs, executors, administrators, successors or assigns, or subcontractors, shall fail to pay any of the persons named in, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any claimant, or any amounts required to be deducted, withheld, and paid over to the Tax Board from the wages of employees of the Contractor and his/her subcontractors, pursuant to the Revenue and Taxation Code, with respect to work and labor, that the Surety or Sureties will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in the suit, including reasonable attorneys' fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named as to give a right of action to such persons or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of_____ _____, 20_____.

CONTRACTOR:	**SURETY:**
Name: _____	Name: _____
Address: _____	Address: _____
_____	_____
Tel. No.: _____	Tel. No.: _____
By: _____	By: _____ Attorney-in-Fact

NOTE: **This bond must be executed by both parties, and in the case of a corporation, with corporate seal affixed. All signatures must be acknowledged. (Attach acknowledgments.) The Attorney-in-fact for the bonding company must be registered in at least one county in the State of Arizona.**

CONSENT OF SURETY TO FINAL PAYMENT AND
FULL RELEASE OF CONTRACT RETAINAGE OR SUBSTITUTE SECURITIES

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The undersigned Surety (the "Surety"), having provided the City of Casa Grande the City with a payment bond for the payment of labor and material provided to the Contractor _____ _____(the "Contractor") in connection with **Project No.** _____ City of Casa Grande Manhole Rehabilitation Program (the "Project") consents to final payment and full release of all retainage to Contractor held by City in connection with the Project.

Surety further releases City from all claims, past, present, future, known or unknown which it may assert or could have asserted against City as a result of City's final payment and release of the retainage held in connection with the Project.

This release is only intended to relieve City of any liability or responsibility in connection with final payment and full release of retainage to the Contractor in connection with the Project and shall in no way be construed to relieve Surety of any obligation under the payment bond issued for the Project.

IN WITNESS WHEREOF, the Surety has executed this instrument this _____ day of _____, 20_____.

SURETY

_____

_____
Authorized Representative

_____
Title

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____ by _____, on behalf of _____.

_____
Notary Public

My Commission Expires: _____

DRAFT

CONTRACTOR'S AFFIDAVIT
REGARDING SETTLEMENT OF CLAIMS

Project No.: _____

Project Name: City of Casa Grande Manhole Rehabilitation Program

To the City of Casa Grande, Arizona:

This is to certify that all lawful claims for materials, rental of equipment and labor used in connection with the construction of the above contract project, whether by subcontractor or claimant in person, have been duly discharged.

The undersigned, for the consideration of $_____ as set out in the final pay estimate, as full and complete payment under the terms of the contract, waives and relinquishes any and all further claims or right of lien under, in connection with, or as a result of the above described contract.

The undersigned further agrees to indemnify, defend and save harmless the City of Casa Grande against any and all liens, claims of liens, suits, actions, damages and expenses whatsoever, which the City may suffer arising out of the failure of the undersigned to pay for all labor performance and materials furnished for the performance of installation.

_____
Contractor

By: _____

STATE OF _____)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____

by _____, on behalf of

_____.

_____
Notary Public

My Commission Expires: _____

DRAFT

ATTACHMENT 1
DEFINITION OF TERMS

Addendum	Written or graphic instrument(s) issued in writing, after advertisement, but prior to the opening of the Bids, which alter, change, clarify, correct, modify or revise the Contract Documents.
Bid	The offer of the bidder, submitted on the prescribed form(s) to perform the Work and/or furnish material(s) and/or furnish labor and/or furnish equipment at the price(s) quoted.
Bidder's Proposal:	The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.
Bidders Bond	The security furnished with a bid to guarantee that the bidder shall enter into the contract if the bid is accepted.
Change Order	A written order, issued and signed by the City Department Director or designee to the Contractor, directing addition(s), deletion(s) or revision(s) in the Work, adjustment in Contract Price(s) or Contract Time, said Change Order(s) is/are issued after the execution of the Contract, all as incidental to the prosecution of the Work as advertised.
Contract	The written agreement between the City and the contractor setting forth the obligations of the parties thereunder including, but not limited to, the performance of the work, the furnishing of labor and materials and the basis of payment.
Liquidated Damages	The monetary damages amount that the parties to the Contract shall be paid to the City by the Contractor for each day the work remains incomplete after the scheduled completion date. The Liquidated Damages amount will be set in accordance except as otherwise required in the project specifications, shall be in accordance with all applicable Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG), latest edition, et seq.
Notice Inviting Bids	The public announcement, as required by law, inviting Bids for work to be performed and/or materials to be furnished and/or labor to be furnished and/or equipment to be furnished.
Payment Bond	The security provided by the contractor solely for the protection of claimants supplying labor and materials to the contractor or to subcontractors of the contractor.
Performance Bond	The security provided by the contractor solely for the protection of the contracting agency and conditioned upon the faithful performance of the contract in accordance with the plans, specifications and conditions thereof.
Project Manager	The City designee in direct charge of the Project and responsible for the completion of the project according to the provisions of the Contract.
Project Plans	Specific details and dimensions peculiar to the work which are supplemented by the standard details insofar as they may apply.
Reference Specifications	Any specifications referred to in the Contract Documents other than Standard requirements peculiar to an individual project.
Special Provisions	Additions and revisions to the Standard Specifications covering conditions and Specifications, including, but not limited to: bulletins, standards, rules, methods of analysis or tests, codes, other agency specifications, engineering societies, or industrial associations referred to in the Contract Documents. These refer to the latest edition, including

DRAFT

amendments in effect and published at the time of advertising the Project or issuing the permit, unless otherwise specifically referred to by edition, volume or date.

Standard Plans The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate.

Standard Specifications The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate

Waterworks Standards The latest edition of the Uniform Standard Details for Public Works Construction and the Uniform Standard Specifications for Public Works Construction as published by Maricopa Association of Governments (MAG) including all SUPPLEMENTAL AMENDMENTS, as prepared by a joint effort of the Departments of Transportation of the Maricopa Association of Governments (MAG) where appropriate, unless modified within the Plans and/or the Standard Notes and Detail Plan Sheet for the City of Casa Grande and Arizona Water Company Details.

DRAFT

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.F.
Date: 7/13/2026

Date submitted: 06/26/2026

Date requested: 7/13/2026

Action: Formal

Subject: A recommendation to the Arizona Department of Liquor Licenses and Control regarding the application for a Series 10 liquor license for Love's Travel Stop, located at 2950 N Toltec Rd. Eloy, AZ 85131

TO: Mayor and City Council

FROM: Desombra Gray, Administrative Assistant

RECOMMENDATION:
Staff recommends that Council approve a recommendation to the Arizona Department of Liquor Licenses and Control for a Series 10 license application submitted by Theodore Van Gaines III for Love's Travel Stop, located at 2950 N. Toltec Rd, Eloy, AZ 85131.

DISCUSSION:
On April 22, 2026, an application was received for a Series 10 liquor license at Love's Travel Stop, 2950 N. Toltec Rd, Eloy, AZ 85131. The application was posted for the required 20-day public comment period beginning June 25, 2026. No comments were received. Per A.R.S. Title 4, the City Council is asked to forward a recommendation to the DLLC.

FISCAL IMPACT:
There are no direct fiscal impacts associated with this briefing.

Approved as to Form:

Stephen R. Cooper, City Attorney

State of Arizona
Department of Liquor Licenses and Control

Created 04/22/2026 @ 01:19:53 PM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	LOVE'S TRAVEL STOP #972		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	2950 N TOLTEC ROAD ELOY, AZ 85131 USA		
Mailing Address:			
Phone:	(405)463-8891		
Alt. Phone:			
Email:	STORELICENSING@LOVES.COM		

AGENT

Name:	THEODORE VAN GAINES III
Gender:	Male
Correspondence Address:	ATTN LICENSING DEPT PO BOX 26210 OKLAHOMA CITY, OK 73126-0210 USA
Phone:	(405)463-8891
Alt. Phone:	
Email:	STORELICENSING@LOVES.COM

OWNER

60th 6-21-2026

Name:	LOVE'S TRAVEL STOPS & COUNTRY STORES INC		
Contact Name:	THEODORE VAN GAINES III		
Type:	CORPORATION		
AZ CC File Number:	F00446939	State of Incorporation:	OK
Incorporation Date:	03/05/1990		
Correspondence Address:	ATTN LICENSING DEPT PO BOX 26210 OKLAHOMA CITY, OK 73126-0210 USA		
Phone:	(405)463-8891		
Alt. Phone:			
Email:	STORELICENSING@LOVES.COM		

Officers / Stockholders

Name:	Title:	% Interest:
LAURA ANNE LOVE	Stockholder	25.00
JENNIFER ANNE LOVE MEYER	EVP/CCO	25.00
FRANK CRINER LOVE IV	CO -CEO	25.00
GREGORY MICHAEL LOVE	CO-CEO	25.00

LOVE'S TRAVEL STOPS & COUNTRY STORES INC - CO -CEO

Name: FRANK CRINER LOVE IV
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (405)463-8891
Alt. Phone:
Email: STORELICENSING@LOVES.COM

LOVE'S TRAVEL STOPS & COUNTRY STORES INC - EVP/CCO

Name: JENNIFER ANNE LOVE MEYER
Gender: Female
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (405)463-8891
Alt. Phone:
Email: STORELICENSING@LOVES.COM

LOVE'S TRAVEL STOPS & COUNTRY STORES INC - Stockholder

Name: LAURA ANNE LOVE
Gender: Female
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (405)463-8891
Alt. Phone:
Email: STORELICENSING@LOVES.COM

LOVE'S TRAVEL STOPS & COUNTRY STORES INC - CO-CEO

Name: GREGORY MICHAEL LOVE
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (405)463-8891
Alt. Phone:
Email: STORELICENSING@LOVES.COM

MANAGERS

Name: PATRICK MICHAEL MCCARTHY
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (623)936-1037
Alt. Phone: (405)751-9000
Email:

****

Name: DWAYNE PRESTON PADILLA
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (520)560-7898
Alt. Phone:
Email: STORELICENSING@LOVES.COM

****

Name: GABRIEL JOSE RONQUILLO
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (520)586-2053
Alt. Phone: (520)221-0178
Email:

****

Name: MICHAEL BRECLAW JR.
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)635-9958
Alt. Phone: (405)751-9000
Email:

****

Name: MICHAEL JOSEPH BENAVIDES
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)683-2210
Alt. Phone:
Email:

****

Name: ARNILFO ROBLES
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)341-9100
Alt. Phone:
Email:

****

Name: OMAR TINOCO
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)723-7163
Alt. Phone: (928)927-8570
Email: OTINOCO25@HOTMAIL.COM

****

Name: ANAMARIA SOSA
Gender: Female
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (520)586-8702
Alt. Phone:
Email: STORELICENSING@LOVES.COM

****

Name: STACEY LEE HARRIS
Gender: Female
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (602)206-0064
Alt. Phone:
Email: STORELICENSING@LOVES.COM

****

Name: ANTONIO STEVEN RAEL
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)681-4405
Alt. Phone:
Email: STORE272@LOVES.COM

****

Name: JASON ELDON KELLETT
Gender: Male
Correspondence Address: ATTN LICENSING DEPT
PO BOX 26210
OKLAHOMA CITY, OK 73126-0210
USA
Phone: (928)764-1505
Alt. Phone:
Email: STORE386@LOVES.COM

****

Name:	JOHN ANTHONY ALCALA
Gender:	Male
Correspondence Address:	ATTN LICENSING DEPT PO BOX 26210 OKLAHOMA CITY, OK 73126-0210 USA
Phone:	(520)796-1185
Alt. Phone:	
Email:	STORE328@LOVES.COM

****

Name:	TIMOTHY JOSEPH MEYER
Gender:	Male
Correspondence Address:	ATTN LICENSING DEPT PO BOX 26210 OKLAHOMA CITY, OK 73126-0210 USA
Phone:	(208)371-4976
Alt. Phone:	
Email:	STORELICENSING@LOVES.COM

****

Name:	MIGUEL A HERAS
Gender:	Male
Correspondence Address:	760 S QUARTZSITE BOULEVARD QUARTZSITE, AZ 85346 USA
Phone:	(928)723-7163
Alt. Phone:	(928)927-8570
Email:	STOORE268@LOVES.COM

****

Name:	THEODORE VAN GAINES
Gender:	Male
Correspondence Address:	ATTN LICENSING DEPT PO BOX 26210 OKLAHOMA CITY, OK 73126-0210 USA
Phone:	(405)463-8891
Alt. Phone:	
Email:	STORELICENSING@LOVES.COM

APPLICATION INFORMATION

Application Number: 391356
Application Type: New Application
Created Date: 03/24/2026

RV

QUESTIONS & ANSWERS

010 Beer and Wine Store

1) Are you applying for an Interim Permit (INP)?
   No
2) Provide name, address, and distance of nearest school.
   (If less than one (1) mile note footage)
   Toltec Elementray
   3315 N. Toltec Rd
   Eloy, AZ 85131
   4,000 feet/0.8 miles
3) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property Owner
4) Is there a penalty if lease is not fulfilled?
   No
5) Is the Business located within the incorporated limits of the city or town of which it is located?
   No
   If no, in what City, Town, County or Tribal/Indian Community is this business located?
   Eloy
6) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	972 APP 3.24.26.pdf	03/24/2026
DIAGRAM/FLOOR PLAN	972 Diagram.pdf	03/24/2026
ALIEN STATUS	Alien_Status Theo signed.pdf	03/24/2026

A NEW TRAVEL STOP
STORE NO. 972
ELOY, AZ

Loves Travel Stops

A-10

A FLOOR PLAN
SCALE: 3/16" = 1'-0"

Liquor STORAGE

Liquor STORAGE467.9 SQ FT
Entire Store 8718 SQ FT

Entrance/Exit

Entrance/Exit

Entrance/Exit

Entrance/Exit

'26 4 15 Liq. Dept AM10:50

Certificate # V1082025

☐ On-sale
☒ Off-sale
☐ On- and off-sale

Certificate of Completion For Title 4 **BASIC** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Theodore Van III Gaines
Full Name (please print)

Signature

10-08-2025
Training Completion Date

10-08-2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Training – A Division of Discovery Detective Academy
Company Name

7418 East Helm Dr., Scottsdale, AZ 85260
Mailing Address

(480) 951-6545
Daytime Contact Phone Number

I, Jacque Bell, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Jacque Bell
Instructor Signature

8 / Oct / 2025
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)
Conveyance (series 8)
Restaurant (series 12)
Government (series 5)
Liquor Store (series 9)
In-state Farm Winery (series 13)
Bar (series 6)
Private Club (series 14)
Beer & Wine Bar (series 7)
Hotel/Motel w/restaurant (series 11)
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

'25 4 15 Liqr. Dept AM10:50

Certificate # V1082025

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Theodore Van III Gaines

Full Name (please print)

Signature

10-8-2025
Training Completion Date

10-8-2028
Certificate Expiration Date
(three years from completion date)

Training Provider Information

Arizona Liquor Training – A Division of Discovery Detective Academy

Company Name

7418 East Helm Dr., Scottsdale, AZ 85260

Mailing Address

(480) 951-6545

Daytime Contact Phone Number

I, Jacque Bell, certify that the above named individual did successfully complete
Instructor Name (please print)
Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

Jacque Bell
Instructor Signature

8 / Oct / 2025
Day Mo Year

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2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.G.
Date: 7/13/2026

Date submitted: 06/28/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Consideration and Possible Action to Approve a Mutual Termination Agreement for the Central Arizona Groundwater Replenishment District (CAGRD) Cost Sharing and Water Allocation Agreement with Linmark, LLC and Musulin Irrevocable Educational Trust, Authorize Reimbursement of Remaining Cost Share Account Funds, and Authorize the Mayor to Execute the Necessary Documents.**

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:
Staff recommends approval of the Mutual Termination Agreement between the City of Eloy, Linmark, LLC, and Musulin Irrevocable Educational Trust, authorize reimbursement of the remaining funds held within the City Cost Share Account in the amount of **$107,458.31**, and authorize the Mayor to execute the Agreement and any related documents.

DISCUSSION:

In 2021, the City Council approved a Central Arizona Groundwater Replenishment District (CAGRD) Cost Sharing and Water Allocation Agreement with Linmark, LLC and Musulin Irrevocable Educational Trust. The Agreement was associated with the proposed Picacho View I and II development, consisting of approximately 2,200 acres of undeveloped land within the City of Eloy. At the time, the project represented one of the City's larger long-term development opportunities and required the reservation of approximately 4,100 acre-feet of annual water allocation to support its projected buildout. In exchange for reserving that water allocation, the Landowners agreed to reimburse the City for their proportionate share of the annual CAGRD membership costs associated with maintaining the reservation.

Although both the City and the Landowners have complied with their respective obligations under the Agreement, the proposed development has not advanced as originally anticipated. As a result, both parties have determined that continuing the

Agreement and maintaining the associated water allocation is no longer practical or in their mutual best interest.

Section 4.4 of the Agreement provides that the Agreement may be terminated by mutual consent if circumstances change such that continuation of the Agreement is no longer practical. Additionally, Section 5 requires that any funds remaining within the City Cost Share Account be returned to the Landowners upon termination.

The proposed Mutual Termination Agreement formally terminates the CAGRD Cost Sharing and Water Allocation Agreement, releases both parties from any future obligations under the Agreement, removes the reserved water allocation associated with the Picacho View properties, and authorizes reimbursement of the remaining balance within the City Cost Share Account in the amount of **$107,458.31** to the Landowners.

Approval of the Mutual Termination Agreement concludes an agreement that is no longer necessary due to the project's inability to move forward as originally contemplated. The termination also releases the reserved water allocation for future use and satisfies the contractual requirement to return the remaining Cost Share Account funds to the Landowners.

FISCAL IMPACT:
Approval of the Mutual Termination Agreement authorizes reimbursement of **$107,458.31**, representing the remaining balance held within the City Cost Share Account, to Linmark, LLC and Musulin Irrevocable Educational Trust in accordance with the termination provisions of the original Agreement. Additionally, the City will assume the ongoing annual Central Arizona Groundwater Replenishment District (CAGRD) assessment associated with the reservation of approximately 4,100 acre-feet of water previously funded by the Landowners. Based on the 2021 CAGRD assessment, this cost was approximately **$18,666.60** annually; however, the City's annual obligation will fluctuate as CAGRD assessments are adjusted in future years.

Approved as to Form:



Stephen R. Cooper, City Attorney

CAGRD COST SHARING AND WATER ALLOCATION AGREEMENT TERMINATION

The City of Eloy ("**Eloy**"), and Linmark, LLC and Musulin Irrevocable Educational Trust (collectively "**Landowners**") entered into that certain CAGRD Cost Sharing and Water Allocation Agreement executed by Eloy and effective on August 23, 2021 ("**Agreement**"). The Agreement provided for certain water allocations to be reserved by Eloy for the benefit of Landowners upon payment of certain fees by Landowners to Eloy representing a proportion of the annual fees paid by Eloy to the Central Arizona Groundwater Replenishment District.

To date, Landowners have paid to Eloy the sum of $107,458.31, as reflected in the accounting attached hereto as **Exhibit A**. Pursuant to the terms of the Agreement, these funds were held in a special account by Eloy pending the final Decision and Order on Eloy's application to modify its existing Designation of Assured Water Supply with the Arizona Department of Water Resources. That Decision and Order has not yet been issued.

Due to the delay in obtaining the Decision and Order, and changing land use plans, Landowners and Eloy no longer wish to preserve the allocation of water to the Landowners' Property (as described in the Agreement). Eloy and Landowners are mutually agreeable to terminate the Agreement.

Landowners agree that upon this termination, there shall be no water reserved by Eloy for the benefit of the Landowners' Property. City agrees that upon this proper mutual termination of the Agreement, City shall refund to Landowners the $107,458.31 held in the special account. Landowners or their successors to Landowners' Property may, at some future time, apply for water service from Eloy, but the reservation of water under the Agreement shall not affect any future obligation or ability of Eloy to provide that service.

Landowners agree amongst themselves that a single check, payable to Linmark, LLC, an Arizona limited liability company, shall be in satisfaction to and binding upon both Linmark, LLC and Musulin Irrevocable Education Trust.

NOW THEREFORE, City and Landowners agree that the CAGRD Cost Sharing and Water Allocation Agreement shall be terminated by mutual assent of the parties thereto, effective upon the execution date by Eloy below and upon payment in full of the $107,458.31 to Linmark, LLC.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this termination agreement, Eloy and Landowners have caused this Agreement to be executed by their duly appointed representatives.

[SIGNATURES ON FOLLOWING PAGES]

LINMARK, LLC:

Linmark, LLC, an Arizona limited liability company

By: _____
Michael Musulin

Its: Managing Member

MUSULIN IRREVOCABLE EDUCATION TRUST:

By: _____
Michael Musulin
Its: Trustee

State of Arizona)
) ss.
County of Maricopa)

RACHAEL J HANSON
Notary Public - Arizona
Maricopa County
Commission # 639428
My Comm. Exp. August 9, 2026

The foregoing CAGRD Cost Sharing Agreement and Water Allocation Agreement Termination was acknowledged before me this 22 day of June, 2026, by Michael Musulin, the Managing Member of Linmark, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed and authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Linmark, LLC.

_____
Notary Public

State of Arizona)
) ss.
County of Maricopa)

RACHAEL J HANSON
Notary Public - Arizona
Maricopa County
Commission # 639428
My Comm. Exp. August 9, 2026

The foregoing CAGRD Cost Sharing Agreement and Water Allocation Agreement Termination was acknowledged before me this 22 day of June, 2026, by Michael Musulin, the Trustee of Musulin Irrevocable Education Trust, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed and authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Musulin Irrevocable Education Trust.

_____
Notary Public

CITY OF ELOY:

CITY OF ELOY, an Arizona municipal corporation

By: _____

Its: Mayor

Effective Date: _____

Attest:

_____
City Clerk

Approved as to Form:

_____
City Attorney

EXHIBIT A

Accounting of Funds

Linmark LLC
City of Eloy
All Transactions

Type	Date	Num	Name	Memo	Account	Clr	Split	Debit	Credit	Balance
Check	01/14/2022	2110	City of Eloy	VOID:	PNC Bank	X	Land	0.00		0.00
Check	01/14/2022	2110	City of Eloy	VOID:	Land	X	PNC Bank	0.00		0.00
Check	01/14/2022	2111	City of Eloy		PNC Bank	X	Land		18,773.61	-18,773.61
Check	01/14/2022	2111	City of Eloy		Land		PNC Bank	18,773.61		0.00
Check	12/14/2022	2132	City of Eloy		PNC Bank	X	Land		23,035.06	-23,035.06
Check	12/14/2022	2132	City of Eloy		Land		PNC Bank	23,035.06		0.00
Check	11/07/2023	2157	City of Eloy		PNC Bank	X	Land		22,294.03	-22,294.03
Check	11/07/2023	2157	City of Eloy		Land		PNC Bank	22,294.03		0.00
Check	11/13/2024	2173	City of Eloy		PNC Bank	X	Water Share C...		20,699.91	-20,699.91
Check	11/13/2024	2173	City of Eloy		Water Share Cost		PNC Bank	20,699.91		0.00
Check	11/17/2025	2189	City of Eloy		PNC Bank	X	Water Share C...		22,655.70	-22,655.70
Check	11/17/2025	2189	City of Eloy		Water Share Cost		PNC Bank	22,655.70		0.00
Total								**107,458.31**	**107,458.31**	**0.00**

CAGRD COST SHARING AND WATER ALLOCATION AGREEMENT

This CAGRD Cost Sharing and Water Allocation Agreement ("**Agreement**") is between Linmark, LLC and Musulin Irrevocable Educational Trust (collectively "**Landowners**") and the City of Eloy, an Arizona municipal corporation ("**City**"). Landowners and City are sometimes referred to individually as "**Party**" and collectively as "**Parties**."

RECITALS

A. WHEREAS, City maintains a designation of assured water supply ("**DAWS**") for the City's municipal water service and planning area. The City is a Member Service Area of the Central Arizona Groundwater Replenishment District ("**CAGRD**") and currently pays Membership Dues ("**CAGRD Dues**") to CAGRD for a calculated volume of groundwater replenishment services to support City's assured water supply within City's DAWS.

B. WHEREAS, The City has an application pending with the Arizona Department of Water Resources ("**ADWR**") for modification of its DAWS. The application for modification, if approved in its current form, will reduce the City's Membership Dues obligation to CAGRD by reducing the amount of allowable groundwater the City may commit to new developments. The primary reason for this reduction is the continually increasing costs of the CAGRD membership dues.

C. WHEREAS, Landowners own approximately 2,200 acres of land within the City, described in the attached **Exhibit A** ("**Landowners' Property**"). Landowners are interested in maintaining the development potential of this land. Landowners are concerned that if ADWR reduces the volume of physically available groundwater available to City in accordance with City's pending application for a modified DAWS, the reduction will negatively impact the development potential of Landowners' Property.

D. WHEREAS, City and Landowners desire to reach an agreement to provide cost sharing arrangements between City and Landowners whereby Landowners will pay a proportionate share of the City's CAGRD Dues ("**Landowners' Share**"), corresponding to the Landowner's projected water demands, in exchange for City reserving that projected water demand within the City's DAWS for the benefit of Landowners.

E. WHEREAS, City and Landowners agree that a reasonable estimate of the projected water demand for Landowners' Property is 4,100 acre feet per year.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits. The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above and all Exhibits attached to this Agreement.

2. Definitions. Certain capitalized terms used in this Agreement are defined in the foregoing Recitals and elsewhere in this Agreement. Other capitalized terms that are used refer to terms used in Arizona Revised Statutes, or in regulations adopted by ADWR. Any reference to these terms or the Arizona statutes or regulations shall mean those currently in effect, or as they may change in the future pursuant to duly authorized legislative or administrative action.

3. Effective Date. This Agreement shall take effect upon the full execution of this Agreement by the Parties. Upon execution by City, City shall insert the date of that execution in the Effective Date blank in the City's signature block at the end of this Agreement.

4. Term and Expiration Date; Options to Renew. The Agreement is intended to endure until the full utilization of the Landowners' reserved water, or 10 years (subject to two additional 5 year terms as described below), whichever occurs first. In the case of termination, modification, revocation, or expiration of the City's DAWS prior to the contemplated term of this agreement, this agreement may also terminate at the election of Landowners as provided below. For purposes of this Agreement, the termination of the City's DAWS shall include revocation of the DAWS by ADWR, or any restriction placed upon the DAWS by CAGRD or ADWR that would limit or curtail the amount of water reserved for Landowners pursuant to this Agreement, including but not limited to ADWR's failure to approve the City's pending application for modification of its DAWS in a manner that would accommodate the intentions of this Agreement.

4.1 In addition to the initial 10 year term, City shall provide Landowners the option to extend the term of this Agreement for two additional 5-year terms, if that is consistent with the extension of the City's DAWS in effect at the expiration of the initial 10-year term. To exercise the option, Landowners shall provide City written notice of the exercise of the option no earlier than one year and no later than 30 calendar days before the expiration of the initial term. If exercised, the Parties shall remain obligated to the same terms of this Agreement (except for the surcharge described below) for the duration of the option.

4.2 If the option is exercised, Landowners agree to pay an annual surcharge of 10% of the Landowners' Share of the CAGRD dues for each calendar year beyond the initial 10-year term. This surcharge shall be 10% of the applicable annual Landowners' Share of the CAGRD Dues for years 11-15 of this Agreement, and shall be paid in addition to the Landowners' Share of the CAGRD dues for each year of the term extension.

4.3 If Landowners complete the first 5-year option in accordance with this Agreement, Landowners may exercise a second 5-year option upon the same terms (including the 10% annual surcharge) as the first 5-year option.

4.4 If any change beyond the control of City or Landowners occurs in applicable law that makes the Agreement unenforceable or otherwise prohibits performance of either party's obligations or the reservation and allocation of water as provided in the Agreement, or any termination, modification, revocation or expiration of the City's DAWS occurs during the otherwise unexpired term of this Agreement, this Agreement may be terminated upon notice by Landowners to City, or upon mutual assent. Neither City nor Landowners shall attempt in any way, directly or indirectly, to support any change in law that would adversely affect the full performance of the Agreement. If such change as contemplated by this paragraph

occurs such that this Agreement cannot be fulfilled by City at all, or in part, City's performance obligation under this Agreement shall be reduced, or terminated, in accordance with such limitation imposed.

4.5 Landowners shall deploy, assign or use all of the reserved water within the established term of this Agreement, including the option periods. For purposes of this limitation, if Landowners commit the reserved water (or portion thereof) to a particular development and a development agreement is approved by the City for that development, then that development agreement shall then assume the reservation of the corresponding volume of water and the term of placing the water so committed may be extended pursuant to the terms of that development agreement.

5. Creation of City Cost Share Account. Promptly after the Effective Date of this Agreement, City shall create a special accounting procedure to receive and track funds submitted and released pursuant to this Agreement ("**City Cost Share Account**"). City shall use due care and commercially reasonable standards to create the City Cost Share Account so that it may receive and segregate any funds submitted pursuant to this Agreement and hold those funds in trust for the benefit of Landowners until such time as the funds are subject to release to the City's general account pursuant to the terms of this Agreement. The City Cost Share Account shall be initially funded according to the agreed upon costs for City to amend its pending DAWS application as provided below. Thereafter the City Cost Share Account shall receive funds for Landowners' Share of the CAGRD Dues as provided below. Release of funds from the City Cost Share Account to City shall be based upon Landowners' verification of performance of City's obligations as provided herein, and such verification shall not be unreasonably withheld, conditioned or delayed if City's obligations are met. In the event that this Agreement is terminated prior to the full expiration of its intended term, as provided above, any funds remaining in City Cost Share Account shall be released to Landowners upon showing of proper termination.

6. Amendment to City's Pending DAWS Application. Promptly after the opening of City Cost Share Account and initial funding thereof, City agrees to amend the pending application for modification of its DAWS No. 86-402148.0001 (filed with ADWR on April 18, 2016) to increase the Projected (Groundwater) Demand by at least 4,100 acre feet per year.

6.1 City shall cooperate with CAGRD to retain and preserve at least the additional 4,100 acre feet of groundwater replenishment service under the City's existing Member Service Area Agreement.

6.2 Landowners shall pay any third party costs actually incurred by City in making the amendments described above. City shall provide a budget of the reasonably anticipated costs prior to the Effective Date of this Agreement and the amount of such costs shall be agreed upon as the initial funding of the City Cost Share Account as provided above. City and Landowners may agree that Landowners pay some or all of such costs directly, in which case any initial deposit shall be adjusted accordingly. Landowners shall pay the required projected costs to City for deposit into the City Cost Share Account within 30 days after the Effective Date and such funds shall be available to City to fund these expenses based upon actual invoices from third party service providers relating to the amendment of the City's DAWS

application as provided in this Agreement, as they occur from time to time. The parties do not anticipate any further hydrologic study to be required. If the reasonable costs actually incurred by City for this work exceed the budget, or if additional cost share participants are incorporated into City's amended DAWS application, City and Landowners shall meet and confer on the increased costs and on ways to minimize same. If City and Landowners can agree on a revised budget, Landowners shall pay those additional costs. If no agreement can be reached, either party may terminate this Agreement.

6.3 In making the amendment to the City's pending application, City shall take into account the provisions of 2021 Ariz. Sess. Laws chapter 17 (55th Legislature First Regular Session) adding § 45-576.08 to the Arizona Revised Statutes, which statute requires ADWR to account for any groundwater withdrawn, or stored water recovered, by the municipal provider since the last designation of assured water supply was issued. Landowners agree to cooperate with City in determining the amount of water needed to be retained by City to address this reduction and still provide 4,100 acre feet of water for Landowners in accordance with this Agreement.

6.4 Landowners shall cooperate with City to timely provide information, including projected absorption rates for development of Landowners' Property, necessary for a proper and effective amendment of these documents, including for purposes of projecting CAGRD Membership Dues.

7. City Obligation to Maintain DAWS. City shall use its best efforts and prudent measures to ensure that the City's DAWS is issued by ADWR consistent with this Agreement and is not thereafter revoked, modified or otherwise changed in any manner that would negatively affect the remaining applicable reservation of water to Landowners as provided herein This includes but is not limited to timely application by City to modify the DAWS before its expiration and to extend the term thereof, including remaining sufficient reserved projected water demand for Landowners (after reducing such amount for any platted subdivision, approved development agreement or approved pre-annexation development agreement that uses a portion of the reserved projected groundwater demand as provided in this Agreement) so that the City's DAWS remains available for future platting of subdivisions within the Landowners' reservation of projected groundwater demand until such supply is used for platting of subdivisions or this Agreement has expired. Landowners recognize that, despite City's best efforts, the City's DAWS may be revoked or modified over the objection of City.

8. Reservation of Groundwater within City DAWS. City shall reserve within its DAWS portfolio 4,100 acre feet of projected physically available groundwater and CAGRD replenishment capacity for the exclusive benefit of Landowners, as described and limited herein, provided the Landowners meet their obligations under this Agreement ("Reserved Water").

8.1 The Reserved Water is intended for Landowners' Property and Landowners may assign all or a portion of the Reserved Water to a purchaser of all or a portion of Landowners' Property. Notwithstanding the foregoing, Landowners are not required to use all of the Reserved Water for Landowners' Property and Landowners may, with the consent of the City as provided below, assign the Reserved Water, or portion thereof, along with the associated CAGRD Dues

payment obligation, to another development meeting one of the following conditions:

8.1.1 A subdivision or master planned community within the City that has an approved development agreement with the City providing for City water service. Landowners may conditionally deploy or assign reserved water to a proposed development agreement being negotiated with the City, but such use of water shall be dependent (conditioned) on final approval of the development agreement by the City, and approval of a final subdivision plat and construction improvement plans within the planned community; or

8.1.2 A subdivision or master planned community outside the City that has an approved pre-annexation development agreement with the city providing for annexation into the City and providing for City water service. Landowners may conditionally deploy or assign reserved water to a proposed pre-annexation development agreement being negotiated with the City, but such use of water shall be dependent (conditioned) on final approval of the development agreement by the City and approval of a final subdivision plat and construction improvement plans within the planned community.

8.2 Once the Reserved Water or portion thereof is assigned, that water or portion thereof, with the consent of the City and the assignees, may also be assigned to subsequent purchasers of all or portions of the same land that is the subject of the original assignment.

8.3 Nothing herein shall require the City to approve any subdivision plat, development agreement or pre-annexation development agreement based solely upon the deployment or assignment of Reserved Water. Any proposed plat, development agreement or pre-annexation development agreement must be properly approved through normal City planning, zoning and platting processes.

8.4 In any development agreement or pre-annexation development agreement proposing to use the Reserved Water, City may, in its discretion, use non-groundwater supplies within its DAWS portfolio to fulfill the water demand so long as the developer's cost of infrastructure to produce, treat and deliver the non-groundwater supply does not exceed the cost of infrastructure to produce, treat and deliver groundwater for the development. Landowners or their assigns shall be entitled to use the reserved groundwater as the cost standard for any proposed alternative and City shall not require an alternative supply as a condition to any development agreement unless the costs of such supply can be matched to the cost to produce, treat and deliver groundwater to that development.

8.5 City may, in its sole discretion, enter into similar agreements with other third parties to retain and reserve physically available groundwater within the City's DAWS for the benefit of those other parties. City agrees that any such reservation for third parties shall be subject to, and junior to, the Reserved Water under this Agreement, such that any reduction in City's ability to maintain the quantity of physically available groundwater under its DAWS shall affect Landowners last among any other agreement for reservation of water that the City may make.

9. Calculation of Landowners' Share of CAGRD Dues. The amount of the yearly CAGRD Dues to be paid by Landowners under this Agreement ("**Landowners' Share**") shall be based on the ratio between the 4,100 acre feet of Reserved Water volume and the total volume of groundwater determined to be physically available to City within the City's DAWS (currently 48,545 acre feet). Thus, if the calculation were made based upon City's existing DAWS (without the pending modification), that ratio would be:

$$4{,}100 \text{ acre feet} \div 48{,}545 = 0.0844 \text{ or } 8.44\%$$

If this ratio were applied to the CAGRD Dues paid by City for the 2020-2021 CAGRD year ($221,168.20), the Landowners' Share would be $18,666.60. The Parties agree that this calculation is by way of example. The 2021-2022 CAGRD Dues will be based upon the City's existing DAWS volume of groundwater (48,545 acre feet) and the 2021-2022 Annual Membership Dues rate applied by CAGRD for the upcoming year. The Parties recognize that if City's DAWS is modified and the total volume of groundwater is reduced below the existing 48,545 acre feet, the ratio between Landowners' Reserved Water and the total volume of groundwater within the City's modified DAWS will also change in upcoming years. The Parties further recognize that the CAGRD 5% minimum applies in the foreseeable future and the CAGRD Dues will be calculated accordingly. The intent of the Parties is that Landowners shall pay the Landowners' Share of the CAGRD Dues as those CAGRD Dues are calculated, and invoiced, by CAGRD.

10. Payment of Landowners' Share of CAGRD Dues. After the Effective Date, City shall invoice Landowners for the initial first year payment under this Agreement upon receipt of the 2021-2022 CAGRD Dues year invoice to City, anticipated to be received by City in August, 2021. Landowners shall, within 30 calendar days of the invoice from City to Landowners, pay Landowners' Share of the 2021-2022 CAGRD Dues to City for deposit into the City Cost Share Account. Upon issuance of the City's amended DAWS by ADWR as contemplated under this Agreement, City shall calculate the Landowners' Share of the CAGRD Dues based upon the volume of physically available groundwater preserved in the final DAWS and the 4,100 acre feet of Reserved Water. City shall apply CAGRD's Advisory CAGRD Dues rate (as published by CAGRD) for the 2022-2023 year to the ratio of Landowners' Share and calculate Landowners' Share of the 2022-2023 CAGRD Dues. City shall invoice Landowners for that amount and Landowners shall, within 30 calendar days of that invoice, pay that amount to City for deposit into the City Cost Share Account.

10.1 Thereafter, Landowners shall pay to City for deposit into the City Cost Share Account the calculated Landowners' Share of the CAGRD Dues for the upcoming year such that Landowners pay one year in advance. For example, in August 2023, City will receive another invoice for CAGRD Dues for CAGRD year 2023-2024. City shall calculate Landowners' Share according to the ratio formula above but applying the upcoming (2024-2025) year's CAGRD Advisory Rate (as published by CAGRD). City shall invoice Landowners for that amount. Landowners shall pay that amount to City for deposit into the City Cost Share Account within 30 calendar days from the date of City's invoice.

10.2 By applying the CAGRD Dues Advisory Rate as described above, the Parties recognize that CAGRD may change the actual rate from the Advisory Rate. If such a change occurs resulting in an underpayment by Landowners, City may invoice Landowners for the difference and Landowners shall pay that difference to City for

deposit into the City Cost Share Account within 30 calendar days from the date of City's invoice. If such a change occurs resulting in an overpayment by Landowners, Landowners shall be entitled to a refund from City from the City Cost Share Account upon proper documentation and following the same procedure (as provided below for City's release of funds from the City Cost Share Account).

10.3 If Landowners exercise one or both of the options to extend this Agreement as provided above, Landowners and City shall continue the payment schedule as provided above, uninterrupted, through the duration of this Agreement, as extended by the option(s).

10.4 In the final year of this Agreement (2031, or 2036 under the first option, or 2041 under the second option), Landowners shall not be required to make a payment to City, as the final year shall have been paid in advance. The Reserved Water (or portion thereof remaining) shall remain available to Landowners until this Agreement expires by its terms.

11. Adjustment of Landowners' Share. During the term of this Agreement, the Landowners Share of CAGRD Dues will vary according to CAGRD's calculation of those dues (including the CAGRD rate for those dues and CAGRD's calculation of the City's replenishment obligations), but will also vary according to the use of the Reserved Water by Landowners. Landowners' Share for each year payable under this Agreement shall be adjusted as follows:

11.1 If Landowners' assign a portion of the Reserved Water to a third party as provided for in this Agreement, the assignee shall assume all of the responsibilities of Landowners for the portion of the water so assigned, including the obligation to pay that respective portion of the Landowners' Share of the CAGRD Dues. Upon such assignment, Landowners shall only remain obligated to pay City for the Landowners' remaining share of the Reserved Water. The assignment shall not affect the funds in the City Cost Share Account, which will remain available to City as provided herein, but Landowners' Share shall be adjusted upon the next CAGRD Dues payment due from Landowners.

11.2 Upon sale of lots within any development where the Landowners' Reserved Water is used requiring payment of CAGRD Activation Fees, the cost sharing of CAGRD Membership Dues shall cease in the amount of projected (now committed) groundwater demand associated with the lots at the time a Certificate of Occupancy (COO) is issued and when water use commences on related common areas for which the Activation Fees were paid. Thereafter, associated replenishment obligations incurred shall be paid for those lots by City. Such reduction shall not affect the funds in the City Cost Share Account, which will remain available to City as provided herein, but Landowners' Share shall be adjusted upon the next CAGRD Dues payment due from Landowners

11.3 To the extent necessary, City and Landowners and any Landowner assigns shall cooperate with City to establish sub-accounts to receive funds from Landowners and any third party assigns such that City may withdraw funds from City Cost Share Account as provided herein to cover the proper amount of CAGRD Dues for the Reserved Water under this Agreement.

12. Withdrawal of Funds from City Cost Share Account by City. City may draw upon the City Cost Share Account for payment of Landowners' Share of the CAGRD Dues upon the following terms:

12.1 City may withdraw funds from the City Cost Share Account for the costs associated with amending the City's pending DAWS modification application by presentation to Landowners of a proper invoice from the third party provider engaged by City to perform those services. Any such invoice shall be limited to the specific tasks required under this Agreement and any cost sharing arrangement between City and other participating cost sharing entities.

12.2 City may withdraw funds from City Cost Share Account representing Landowners' Share of the CAGRD Dues by presentation of the City's invoice from CAGRD for the payment due City and City's calculation of the Landowners' Share due City under this Agreement. Such withdrawal shall be limited to the amount paid by Landowners for Landowners' Share of CAGRD Dues applicable to that invoice. City may, upon issuance of the modified DAWS by ADWR, withdraw the funds representing the Landowners' Share for CAGRD Dues 2021-2022. City may withdraw the funds representing the Landowners' Share for CAGRD Dues for 2022-2023 upon presentation of the invoice as provided herein for the CAGRD Dues for 2022-2023. Thereafter, City may withdraw the funds for Landowners' Share each successive year upon presentation of the invoice, as provided herein, after receiving the CAGRD Dues invoice from CAGRD for the upcoming year.

12.3 To withdraw funds from City Cost Share Account, City shall notify Landowners with a copy of the invoice to be paid and Landowners' Share of that invoice. Landowners shall have 5 business days to object to any such withdrawal of funds. If no objection is made, City may draw upon those funds from the City Cost Share Account. If objection is made, City and Landowners shall meet and confer and attempt to resolve the objection. If resolution cannot be reached, the amount of funds not in dispute shall be available from the City Cost Share Account to City and the remaining amount shall be determined under the dispute resolution provisions of this Agreement.

13. Landowners' Monetary Performance and Forfeiture. Landowners agree to maintain the cost sharing obligations of this Agreement throughout the term of the Agreement, subject to assignment and adjustment as provided herein. In the event that Landowners default upon any required payment ("**Monetary Default**"), City may elect to cancel the reservation of the Reserved Water remaining available to Landowners, and withdraw the remaining funds from City Cost Share Account to cover the Landowners cost sharing obligation as the sole financial remedy against Landowners. Upon cancellation, Landowner's interest in any (or all) remaining (unallocated) Reserved Water shall terminate and City shall be immediately assume control of such remaining Reserved Water. City may take appropriate actions, as provided by law, to revoke any agreements and/or zoning on the lands that relied upon the Reserved Water and relied upon the Landowners' performance of Landowners' continuing obligations under this Agreement.

13.1 For purposes of this Agreement, if City alleges a Monetary Default by Landowners, City shall provide Landowners with notice of such default, specifying the nature of the default and the amount of the default. Landowners shall have 30 calendar days to cure the default with a 1% penalty, and upon such cure, this Agreement shall remain in effect. If Landowners dispute the default or amount thereof, such dispute shall be resolved according the dispute resolution provisions of this Agreement.

14. Provision of Notice of Intent to Serve. City shall issue a Notice of Intent to Serve (or similar document required by ADWR or the Arizona Department of Real Estate) for any subdivision proposed by Landowners or their assigns subject to, and as part of, the normal subdivision platting process, provided Landowners, or assignees, have complied with the material terms of the Agreement and other City ordinances and regulations. City shall thereby provide the necessary assured water supply commitment for that subdivision to allow recordation of the final plat(s) and issuance of the public subdivision report(s) up to the maximum 4,100 acre feet of Reserved Water. City shall track and record the volume of committed demand made by each Notice of Intent to Serve and recorded plat and shall make that information available to Landowners (or Landowners assigns, as applicable) on a periodic basis to allow Landowners or Landowners' assigns to plan successive subdivisions

15. Alternative Use of Reserved Water. The water reserved to Landowners pursuant to the Agreement is intended for Landowners' Property. Nevertheless, Landowners may, with the consent of the City, assign all or a portion of the Reserved Water to a purchaser of all or part of Landowners' Property, or may assign all or a portion of the Reserved Water to lands owned by others within the City (or as part of an executed pre-annexation development agreement with the City). Thereafter, with the consent of the City and the assignees, the water so assigned may also be assigned to subsequent purchasers of all or portions of the same land that is the subject of the original assignment.

15.1 For any proposed assignment, City shall have the right to assure, using commercially reasonable standards, that the original and subsequent assignees are financially capable of undertaking the cost sharing obligation and applying the assigned water to a beneficial use within City.

15.2 Landowners and City agree that in any initial assignment, Landowners may recoup from the assignee Landowners' investment (including Landowners' reasonable costs in creating and maintaining this Agreement) for the reserved water, without interest thereon, to the effective date of the assignment. Such recoupment may include a proportionate share of all funds paid into the City Cost Share Account by Landowners as of the date of assignment.

15.3 Any such assignment shall have the effect of reducing the amount of water reserved to Landowners and shall carry with it the obligation by the assignee to continue the cost sharing arrangements contemplated by the Agreement. Upon City's approval of the assignment, Landowners shall be released from that obligation (or portion of obligation) so assigned and all responsibilities for payments to City for the

applicable portion of the assigned water shall be assumed exclusively by the applicable assignee.

15.4 Landowners may, with City's consent, assign their rights under this Agreement to a wholly owned affiliate of Landowners, which affiliate may thereafter assume all rights and responsibilities of Landowners

15.5 City consent to any assignment by Landowners under this Agreement shall not be unreasonably withheld, conditioned or delayed if the assignment meets the requirements specified above

16 General Terms.

16.1 Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the matters covered herein and supersedes any prior or contemporaneous agreements, understandings or undertakings, written or oral, between Parties regarding the matters covered herein.

16.2 Amendments. This Agreement shall only be modified, amended or restated by a writing duly executed by the Parties.

16.3 Notices and Filings. Any and all notices, consents or other communications required or permitted by this Agreement shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, or sent by a nationally recognized overnight carrier with tracking information, addressed as follows:

To City:
Harvey Krauss
City Manager
City of Eloy
595 North C Street, Suite 104
Eloy, Arizona 85131
Phone: 520.466.9201

copy to:
City Attorney
City of Eloy
595 North C Street
Eloy, Arizona 85131

To Landowners:
James Markakis
Linmark, LLC
1021 Olive Avenue
Coronado, California 92118
Phone: 602.540.4354

Michael Musulin
Trustee, Musulin Irrevocable
Education Trust
13125 N 75th Place
Scottsdale, Arizona 85260
Phone: 483.323.6185

copy to:
Michael Pearce
Gammage & Burnham
40 N Central Avenue 20th Floor
Phoenix, Arizona 85004
Phone: 602-256-4440

The foregoing addresses or contact information may be changed to any other valid person or address as any of the Parties hereto may from time to time designate in writing. Any communication so given shall be deemed to have been given as of the date of delivery if hand delivered (with written confirmation of delivery), or as of forty-eight (48) hours following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, or upon notification of delivery by overnight carrier.

16.4 Successors and Assigns. This Agreement is binding on successors and assigns of the Parties if such succession or assignment is by operation of law. Neither City nor Landowners shall voluntarily assign their rights, obligations or interest in this Agreement without the prior written consent of the other, and any attempted voluntary assignment without such consent shall be void and of no effect.

16.5 No Agency or Partnership. Neither Party is acting as the agent of the other with respect to this Agreement. This Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Landowners.

16.6 Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, and may be terminated by the City in accordance with such provisions.

16.7 Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

16.8 No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Landowners of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

16.9 Default. Any Party shall be in default under this Agreement if that Party fails to satisfy or perform any due and owing term, obligation or condition as required under this Agreement. A Monetary Default by Landowners shall be governed by Paragraph 13 above. For all other defaults, such default shall accrue within fifteen (15) business days following written notice from the other Party ("**Notice of Default**"). The Notice shall set forth the specific reasons why the Party claims the other Party has failed to satisfy any term, obligation or condition hereof. A Party shall not be in default if the Party agrees to cure, and commences to cure any deficiencies within the fifteen (15) business days after receipt of Notice of Default and does cure such deficiencies with diligence and within a reasonable time thereafter. Any Party may contest a Notice of Default by responding in writing to

the other Party within the fifteen (15) business days after receipt of the Notice of Default. Any such response shall state the reasons why the Party claims not to be in default. If any default is alleged and contested, the Parties agree to meet and confer in good faith and attempt to resolve the dispute in an amicable manner. If that is not possible, the Parties shall proceed to mediation and arbitration as provided below.

16.10 Mediation and Compulsory Arbitration. If a dispute arises out of or related to this Agreement, the Parties agree first to try mediation before resorting to arbitration or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. If the dispute is not resolved within thirty (30) days of from the date a mediator is selected or appointed, the mediation will be deemed to have failed and the obligation hereunder satisfied; provided, however, if the Parties and the agreed upon mediator cannot in good faith schedule a meeting to mediate the dispute within the time stated in the foregoing clause, the period of time state in the foregoing clause shall be extended by an additional thirty (30) days. The terms of this Paragraph shall survive the expiration or earlier termination of this Agreement.

16.10.1 Arbitration. If a dispute cannot be resolved as set forth above, the matter shall be submitted to binding arbitration in accordance with the rules of commercial arbitration ("**Rules**") then followed by the American Arbitration Association ("**AAA**"), Phoenix, Arizona. If the claim in dispute does not exceed $20,000, then there shall be a single arbitrator selected by mutual agreement of the parties, and in the absence of agreement, appointed according to the Rules. If the claim in dispute exceeds $20,000, the arbitration panel shall consist of three (3) members, one of whom shall be selected by Landowners, one of whom shall be selected by the City, and the third, who shall serve as chairman, shall be selected by the AAA. The arbitrator or arbitrators must be knowledgeable in the subject matter of the dispute. The costs and fees of the arbitrator(s) shall be divided equally between the parties. Any decision of the arbitrator(s) shall be supported by written findings of fact and conclusions of law and shall be based upon sound engineering and water management practice. The decision of the arbitrator(s) shall be final, subject to the exceptions outlined in the Arizona Uniform Arbitration Act, A.R.S. Section 12-1502, et seq., and judgment may be entered upon the same; provided, however, that any decision of the arbitrator(s) may be appealed to the Superior Court of Pinal County if it is based on an erroneous interpretation, application or disregard of the law applicable to the dispute. The arbitrator(s) shall control discovery in the proceedings and shall award the prevailing party its reasonable attorneys' fees and costs.

16.11 Specific Performance. The Parties acknowledge and agree that the subject matter of this Agreement is unique and, in cases other than a Monetary Default, money may not be an adequate remedy. The Parties acknowledge and agree that specific performance may be an available remedy to either Party for a default other than a Monetary Default.

16.12 WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, EACH OF THE PARTIES VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY ARISING OUT OF OR RELATING TO THIS AGREEMENT.

16.13 Section Headings. The section headings contained in this Agreement are for convenience only and are not intended to define or limit the scope of any provision of this Agreement.

16.14 Fair Interpretation. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this Paragraph shall survive the expiration or earlier termination of this Agreement.

16.15 Choice of Law, Venue, and Attorney's Fees. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by Arbitration or a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Pinal County. The terms of this Paragraph shall survive the expiration or earlier termination of this Agreement.

16.16 Survival Clause. All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement whether such survival is expressly mentioned or not

16.17 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Landowners shall deliver an original of this Agreement to City for City's official records.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement the City and Landowners have caused this Agreement to be executed by their duly appointed representatives.

[SIGNATURES ON FOLLOWING PAGES]

LINMARK, LLC:

Linmark, LLC, an Arizona limited liability company

By: James Mahakis

Its: Managing Partner

AND

By: _____

Its: _____

State of Arizona)
) ss.
County of Maricopa)

please see attached CA acknowledgment YLW 8-30-2021

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Linmark, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Linmark, LLC.

_____
Notary Public

State of Arizona)
) ss.
County of Maricopa)

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Linmark, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Linmark, LLC.

_____
Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Diego)

On August 30, 2021 *Date* before me, Jessica L. Winandy, Notary Public *Here Insert Name and Title of the Officer*

personally appeared James Markakis *Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JESSICA L. WINANDY
COMM. #2296058
NOTARY PUBLIC - CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires 07/02/2023

Signature _____ *Signature of Notary Public*

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: CAGRD cost sharing & water allocation agreement Document Date: 8-30-2021
Number of Pages: 15 Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: James Markakis
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

LINMARK, LLC:

Linmark, LLC, an Arizona limited liability company

By: _____

Its: _____

AND

By: Michael S. Musulin

Its: Manager / Member

State of Arizona)
) ss.
County of Maricopa)

RACHAEL J HANSON
Notary Public - Arizona
Maricopa County
Commission # 552447
My Comm. Exp. August 9, 2022

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this 30th day of August, 2021, by Michael S Musulin the Managing Member of Linmark, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Linmark, LLC.

Rachael J Hanson
Notary Public

State of Arizona)
) ss.
County of Maricopa)

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this _____ day of _____, 2021, by _____, the _____ of Linmark, LLC, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Linmark, LLC.

_____
Notary Public

MUSULIN IRREVOCABLE EDUCATION TRUST:

By: Michael S Musulin

Its: Trustor

State of Arizona)
) ss.
County of Maricopa)

RACHAEL J HANSON
Notary Public - Arizona
Maricopa County
Commission # 552447
My Comm. Exp. August 9, 2022

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this 30th day of August, 2021, by Michael S Musulin the Trustor of Musulin Irrevocable Education Trust, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the and acknowledged to me that he being authorized to do so, executed the foregoing instrument for the purposes therein contained on behalf of Musulin Irrevocable Education Trust.

Notary Public

CITY:

CITY OF ELOY, an Arizona municipal corporation

By: _____

Its: Mayor

Effective Date: 8/23/21

STATE OF ARIZONA)
) ss.
County of ~~Maricopa~~ Pinal)

The foregoing CAGRD Cost Sharing Agreement was acknowledged before me this 23rd day of August, 2021, by Micah Powell, the Mayor of the CITY OF ELOY, an Arizona municipal corporation, for and on behalf thereof.

Trina E Gaston
Notary Public

TRINA E. GASTON
Notary Public, State of Arizona
Pinal County
Commission # 581030
My Commission Expires
April 21, 2024

Attest:

Mary Myers
City Clerk

Approved as to Form:

Joseph R. Cope
City Attorney

EXHIBIT A

Description of Landowner's Property

EXHIBIT A

Legal Description of Landowner's Property

(List of Pinal County Assessor Parcel #s)

Linmark, LLC

408-01-011D
408-01-011E
408-01-011G
408-01-011B
408-23-042
408-23-043
408-23-041
408-23-044B
408-23-044A
408-01-013
408-23-046
408-23-047
408-23-027
408-23-031
408-23-056
408-23-058
408-23-059
408-25-003A
408-25-010
408-01-039A
408-01-039B
408-01-049A
408-01-049B
408-01-050A

408-01-050B

Musulin Irrevocable Education Trust

408-01-015A
408-01-015C
408-01-015D
408-01-015F
408-01-015G

Picacho View
Parcel Map

Parcel	Ownership	Acreage
408-01-011B	LINMARK LLC	40
408-01-011D	LINMARK LLC	40
408-01-011E	LINMARK LLC	40
408-01-011G	LINMARK LLC	35
408-01-013	LINMARK LLC	400
408-01-015A	BENHAM JAMES TR	40
408-01-015D	BENHAM JAMES TR	7.75
408-01-015F	BENHAM JAMES TR	7.5
408-01-015G	BENHAM JAMES TR	8.75
408-01-039A	LINMARK LLC	160
408-01-039B	LINMARK LLC	160
408-01-049A	LINMARK LLC	160
408-01-019B	LINMARK LLC	160
408-01-050A	LINMARK LLC	160
408-01-050B	LINMARK LLC	160
408-23-027	LIN MARK LLC	40.45
408-23-031	LINMARK LLC	40.43
408-23-041	LINMARK LLC	40.79
408-23-042	LINMARK LLC	40.82
408-23-043	LINMARK LLC	40.75
408-23-044A	LINMARK LLC	20.01
408-23-044B	LINMARK LLC	20.25
408-23-046	LINMARK LLC	40.87
408-23-047	LIN MARK LLC	40.89
408-23-056	LINMARK LLC	40.81
408-23-058	LINMARK LLC	40.62
408-23-059	LINMARK LLC	40.61
408-25-003A	LINMARK LLC	40.57
408-25-010	LINMARK LLC	40.47
408-01-015C	MUSULIN IRREVOCABLE EDU	7.88
TOTAL		**2115.22**

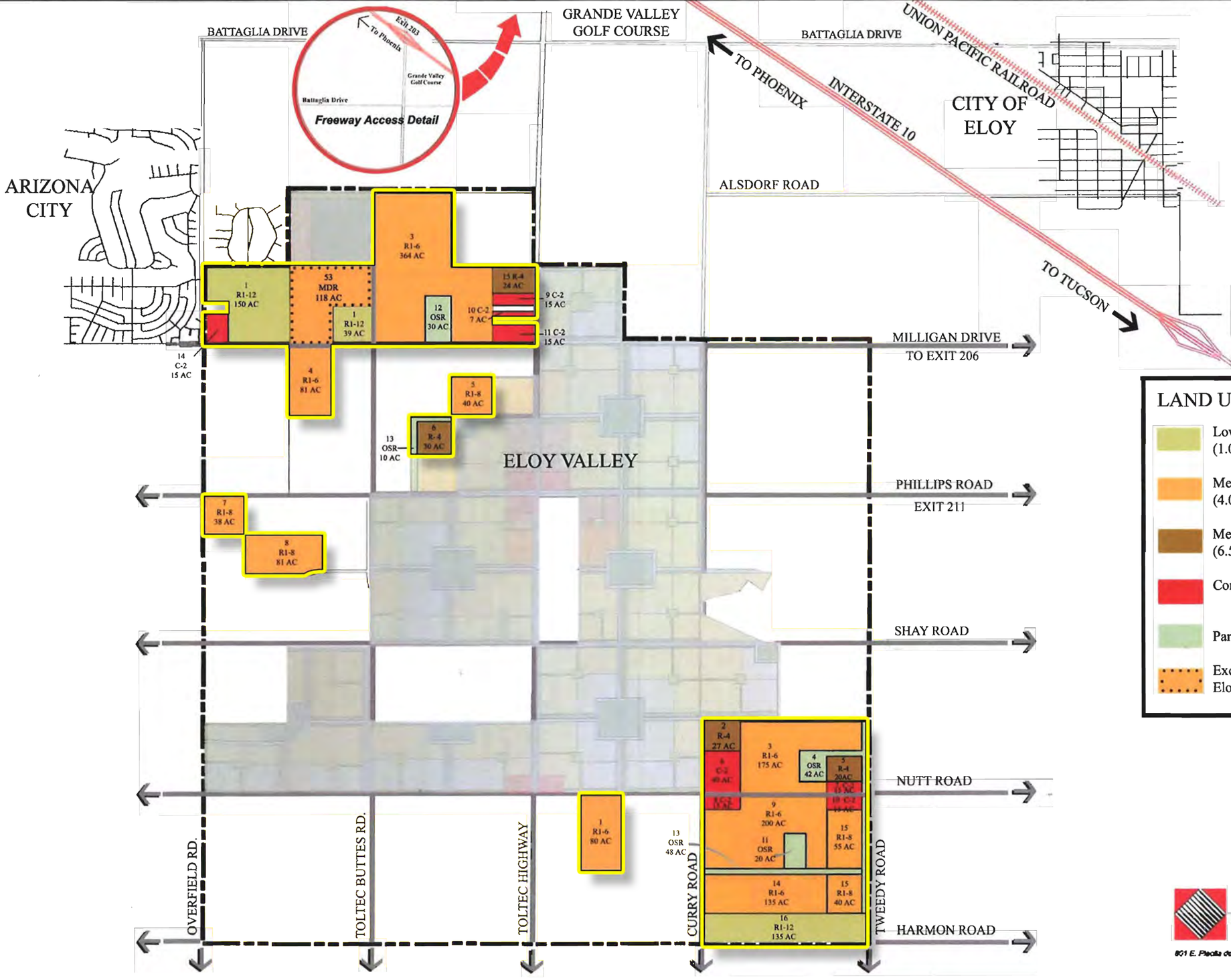
408-01-049B

408-25-010

Currently there is a farm lease on these 6 parcels (totaling 960 acres)

Nathan & Associates, Inc.
7600 E. Doubletree Ranch Road, Suite 150 · Scottsdale · Arizona · 85258-2156
office: 480.367.0700 · fax: 480.367.8341
www.nathanandassociatesinc.com

This map was produced using data from private and governmental sources deemed to be reliable. The information herein is provided without representation or warranty.



LAND USE PLAN

- Low Density Residential (1.0 to 4.0 du/ac)
- Medium Density Residential (4.0 to 6.5 du/ac)
- Medium-High Density Residential (6.5 to 10 du/ac)
- Community Commercial
- Parks/Open Space
- Exchange Property Eloy Valley

Axis Corp
Realty & Engineering Group
801 E. Placita de Arnoldo Tucson, Arizona 85718 Tel.: 520 544-5139

PICACHO VIEW I & II LAND USE EXHIBIT

NORTH N.T.S.

CITY OF ELOY
REQUEST FOR COMMISSION ACTION

Agenda Item: **VII.H.**
Date: **7/13/2026**

Date submitted: 07/02/2026 **Date requested:** 7/13/2026	**Action:** Resolution	**Subject: Adopt Resolution No. 26-1669 and Ordinance No. 26-1003 approving Case Nos. GPA2025-005 and RZPAD2025-004: Houser Crossing. A request by Dawn Marie Fortuna, AICP, of Bowman Consulting Group Ltd., on behalf of the City of Eloy, for a minor General Plan Amendment from Light Industrial to Community Commercial and High Density Residential, and an Amendment to the Zoning Map (Rezone) from Light Industrial (I-1) and Light Industrial (I-1) with the Aviation Overlay to General Commercial (C-2), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) and Aviation Overlay (AO) on a property consisting of approximately 78 acres located at the northwest corner of West Houser Road and North Eleven Mile Corner Road.**

TO: Planning and Zoning Commission

FROM: Dan Symer

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 26-1669 and Ordinance No. 26-1003 approving Case Nos. GPA2025-005 and RZPAD2025-004: Houser Crossing, subject to the attached Conditions of Approval.

DISCUSSION:

General Plan Amendment Request (Case No.GPA2025-005):
The applicant's request is for a minor General Plan Amendment of approximately 78 acres of property from Light Industrial to Community Commercial and High Density Residential, located at the northwest corner of West Houser Road and North Eleven Mile Corner Road. The purpose of this application is to accommodate a separate amendment to the Zoning Map (Rezone) application (Case No. RZPAD2025-004) to rezone the property from Light Industrial (I-1) to General Commercial (C-2), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) retaining the Aviation Overlay (AO).

Amendment to the Zoning Map (Rezone) Request (Case No. RZPAD2025-004):
The applicant's request is to rezone approximately 78 acres from Light Industrial (I-1) and Light Industrial (I-1) with the Aviation Overlay (AO) to General Commercial (C-2) (≅20 acres), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) (≅48 acres) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) with Aviation Overlay (AO) (≅11 acres).

General Plan:
The General Plan Future Land Use Map designation of the property is Light Industrial. The Light Industrial land use designation is intended to accommodate areas suitable for the least intense industrial employment uses, such as professional offices, research and development, wholesale and storage warehouses, utility centers, repairing and packaging of goods, and ancillary eating and retail establishments. The proposed General Plan designation of Community Commercial accommodates a variety of types and intensities of commercial development, typically consisting of large shopping centers and a wider variety of goods and services than the neighborhood commercial areas. The proposed High Density Residential General Plan designation accommodates two-and three-story apartments, condominiums, and townhomes.

Context:
The property is located on the northeast corner of West Houser Road and North Eleven Mile Corner Road. The site is surrounded by primarily undeveloped land on most sides, North Eleven Mile Corner Road to the east, West Houser Road to the south, West Tonto Rd to the North, and an unnamed roadway along the west property line. Within the upper center of the property is the City of Eloy water treatment facility, and Shumway Park on the northeast corner of North Eleven Mile Corner Road and West Battaglia Road.

Direction	General Plan Land Use Map Designation	Existing Property Zoning	Existing Use of the Property
Site	Light Industrial	Light Industrial (I-1) and Light Industrial	Undeveloped land

		(I-1) with the Aviation Overlay (AO)	
North	Medium-Density Residential	Single Family Residential (R1-6) and Single Family Residential (R1-6) Aviation Overlay (AO)	Undeveloped land
South	Light Industrial, General Industrial and Public/Institutional	Public Facility (PF)	West Houser Road and further south is undeveloped land and the City of Eloy Public Works building
East	Low Density Residential and Public/Institutional	Single Family Residential (R1-43)	North Eleven Mile Corner Road and further east is undeveloped land.
West	Medium-Density Residential	Single Family Residential (R1-6) and Single Family Residential (R1-6) Aviation Overlay (AO)	Unnamed and undeveloped roadway easement and Undeveloped land

General Plan Amendment Criteria and Guidelines (Case No.GPA2025-005):
The applicant's request is considered a minor General Plan Amendment based on the criteria outlined in Section 2.2 of the Eloy General Plan. Furthermore, under Section 2.3 of the Eloy General Plan, changes to the General Plan must also meet the guidelines outlined below: (Staff's analysis of the guidelines is included in bold italic text, and the applicant's analysis is included in their narrative, attached)

1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.

- ***The General Plan's Future Land Use Map currently designates approximately 5.1% of the City's planning area as Light Industrial. The proposed application would not significantly reduce the amount of Light Industrial land use within the City's total planning area. It should be noted that, if the application is approved, the City's planning area designated as High Density Residential would increase from approximately 1.14% to 1.17%, and the Community Commercial designation would increase from approximately 1.96% to 1.98%.***

2. That the amendment constitutes an overall improvement to the General Plan and will benefit the City in general.

- ***The proposed amendment is anticipated to be an overall improvement to the General Plan in that the High Density Residential land use designation allows for Multiple Family Residential (R-3) zoning, providing a broad range of residential and housing development options in an area that is primarily planned for single-family residential uses. In addition, the proposed Community Commercial designation accommodates the General Commercial (C-2) zone, which will provide for commercial land uses at the intersection of two arterial streets in an area that is substantially residentially planned and has no significant commercial land designated. The proposed amendment would contribute to implementing the General Plan in the Sun Corridor growth area by promoting commercial and residential uses in an identified growth area and encouraging a balanced land use environment (GP 3.3.1.2 and 3.3.1.3).***

3. The amendment will not adversely impact any portion of the community by: a) Creating incompatible land use patterns; b) Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City; c) Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant, or d) Adversely affecting the livability of an area or the health and safety of existing residents.

- ***The proposed High Density Residential and Community Commercial land use designations are not anticipated to create an incompatible land-use pattern with the abutting Medium Density Residential designation and adjacent General Industrial, Light Industrial, Medium Density Residential, and Public/Institutional designations, as the proposed designations are typically situated between lower-intensity land uses and more intense land uses (Public Works building and the water treatment facility to the south), as well as along arterial streets such as North Eleven Mile Corner Road to the east and Houser Road.***
- ***There is water and roadways abutting the property. The property owner will be required to provide all necessary improvements and right-of-way dedications related to traffic, roads, sewer, and water infrastructure necessary to accommodate the development and the use of the property, as specified in the associated rezoning (Case No. RZPAD2025-004).***

4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.

- ***The proposed High Density Residential and Community Commercial land use designations are consistent with the General Plan in that it contributes to achieving the General Plan's Goal 3.1.1.1 and 3.5.1.2 to "provide a range of supportive... land uses to encourage and maintain a sustainable community," and providing for a "variety of housing types." Also, the proposed designations assist in achieving the Goals 3.3.1.2 and 3.3.2.3 by encouraging a balance of land uses and promoting commercial development in the Sun Corridor Growth Area.***

Zoning Ordinance Issues for Consideration for a General Plan Amendment:
In determining whether to approve, approve with conditions, or deny proposed General Plan amendments, issues for consideration shall include, but not be limited to, staff's analysis, which is included in bold italic text, and the applicant's analysis, which is included in their narrative, attached.

A. Whether the development pattern contained in the future land use plan provides appropriate optional sites for the use proposed in the amendment.

- ***The General Plan's Future Land Use Map provides a limited amount of Community Commercial and High Density Residential land uses in this area of the city. Furthermore, most of the existing land use designations in the area are Estate, Low Density Residential, and Medium Density Residential. The addition of Community Commercial and High Density Residential designations in the Sun Corridor Growth Area will promote a more balanced mix of land uses, supporting a variety of housing and commercial uses.***

B. That the amendment constitutes an overall improvement to the Eloy General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

- ***The proposed Community Commercial and High Density Residential land use designations are anticipated to constitute an overall improvement to the General Plan by increasing the variety of residential land uses and providing commercial uses near the residential population within the City. Furthermore, the proposed land use designations will assist in implementing the goals of the General Plan by providing a range of supportive land uses that encourage a sustainable community through the orderly development of the Sun Corridor Growth Area (Goals 3.1.1.1, 3.3.1.2, and 3.3.2.3).***

C. The degree to which the proposed amendment will impact the City as a whole or a portion of the City by: 1) Significantly altering acceptable existing land use patterns; 2)

Requiring larger and more extensive improvements to roads, sewer, or water systems than are needed to support the prevailing land uses in which, therefore may negatively impact the development of other lands. The Commission and/or the City Council may also consider the degree to which the need for such improvements will be mitigated pursuant to binding commitments by the applicant, a public agency, or other sources when the impacts of the uses permitted pursuant to the General Plan amendment will be realized; 3) Adversely impacting existing uses due to increased traffic on existing systems; and 4) Affecting the livability of the surrounding area or the health and safety of present or future residents.

- ***The proposed General Plan Amendment from Light Industrial to the Community Commercial and High Density Residential designations is not anticipated to significantly alter existing land use patterns in the area. While improvements to roads, sewer, or water systems are anticipated to serve the development, these infrastructure needs have been identified in the General Plan and the Water and Wastewater Master Plan to support the prevailing land uses planned for the area and the existing land use designations. Furthermore, the proposed land use designations are not anticipated to affect the livability of the surrounding area or the health and safety of present or future residents.***

D. That the amendment is consistent with the overall intent of the adopted Eloy General Plan.

- ***The proposed General Plan Amendment from Light Industrial to the Community Commercial and High Density Residential designations is consistent with the intent of the General Plan in that it contributes to Goal 3.1.1.1, which seeks to "provide a range of supportive land uses to encourage and maintain a substantial community." The amendment also assists in encouraging a balanced land use environment within the designated Sun Corridor Growth Area (Goal 3.3.1.2). Furthermore, the proposed land use designations will assist in providing a mix of land uses, a variety of housing types, and encouraging orderly development within the Growth Area (Goals 3.3.1.2, 3.3.1.3, and 3.5.1.2).***

E. Whether there was an error or oversight in the original Eloy General Plan adoption that did not fully consider facts, projects, or trends which could reasonably exist in the future.

- ***The proposed General Plan Amendment from Light Industrial to the Community Commercial and High Density Residential land use designations is not an error or oversight in the existing plan, or other factor that could reasonably exist in the future.***

F. Whether events subsequent to the Eloy General Plan adoption have superseded the original premises and findings made upon plan adoption.

- ***There have been no known events following adoption of the Eloy General Plan that supersede the original premises and findings made at the time of its adoption. The proposed amendment from Light Industrial to Community Commercial and High Density Residential land use designations will assist in encouraging a balance of uses and a variety of housing types within the designated Sun Corridor Growth Area (Goals 3.3.1.2 and 3.5.1.2). Furthermore, the proposed land use designations will help provide a mix of land uses and encourage orderly development within the Growth Area (Goals 3.3.1.2 and 3.3.1.3).***

G. Whether events subsequent to the Eloy General Plan adoption may have changed the character and/or condition of the area so as to make the application acceptable.

- ***Before and since the City Council adopted the General Plan in May 2020, the property has been undeveloped land. The proposed Community Commercial and High Density Residential land use designation is anticipated to contribute to the ability to provide additional flexibility in the development potential of the land.***

H. The extent to which the benefits of the plan amendment outweigh any of the impacts identified in subsections A through G of this Section.

- ***The proposed General Plan Amendment from Light Industrial to Community Commercial and High Density Residential land use designation will assist in encouraging a balance of uses within a designated Growth area (Goal 3.3.1.2). Furthermore, the proposed land use designation will assist in providing a mix of land uses and encourage a variety of housing types that is anticipated to encourage the "orderly development within Growth Areas" within the City (Goals 3.3.1.2, 3.3.1.3, 3.5.1.2).***

Zoning Ordinance Issues for Consideration for an Amendment to the Zoning Map (Rezone) (Case No. RZPAD2025-004):
In determining whether to approve, approve with conditions, or deny the proposed Official Zoning Map amendment, the issue for consideration shall include, but not be limited to: (Staff's analysis of the consideration is included in bold italic text, and the applicant's analysis is included in their narrative, which is attached.)

A. Consistency (or lack thereof) with the adopted Eloy General Plan and other adopted plans;

- ***The property currently has a General Plan designation of Light Industrial. The requested rezone is inconsistent with the property's current General Plan designation. Upon approval of the associated application, Case No. GPA2025-001 to change the land use to the Community Commercial and High Density Residential, the proposed C-2, R-3 PAD and R-3 PAD AO zoning will conform to the General Plan.***

B. Compatibility with the existing zoning and conforming uses of nearby property and with the character of the neighborhood;

- ***The proposed MU and R-3 PAD zoning*** and associated and proposed additional uses of the development are anticipated to be consistent and compatible with the existing, abutting, and adjacent properties and character of the area/neighborhood. Furthermore, the proposed zones will assist with providing a variety of land uses

C. Suitability of the subject property for uses permitted by the proposed zoning district;

- ***The property is currently undeveloped and is abutting West Houser Road and North Eleven Miler Corner Road. The proposed rezoning to C-2, R-3 PAD and R-3 PAD AO zoning will allow the property to be used for a variety of commercial, single-family, and multiple-family uses, which are anticipated to be suitable uses for the property. Furthermore, the proposed C-2, R-3 PAD and R-3 PAD AO*** **will assist in facilitating a balance of uses and a variety of housing options within a designated Growth area (Goal 3.3.1.2 and 3.5.1.2).** ***Also, the proposed zoning designations will help concentrate land uses more effectively, create a mixed-use environment that promotes logical utilization and extension of existing infrastructure, and encourage "orderly development within Growth Areas" within the City, thereby providing for a sustainable community (Goals 3.1.1.1, 3.3.1.2, and 3.3.1.3).***

D. Suitability of the subject property for uses permitted by the existing district; and

- ***The property is located within the General Plan's Sun Corridor Growth Area. Growth Areas are intended to guide new development and to focus efforts on promoting commercial, employment, residential, and industrial development in areas of the City that meet the needs of residents and businesses (Goal 3.3.1.3). In addition, the proposed C-2, R-3 PAD, and R-3 PAD zoning designations will facilitate the development of a mix of uses that is expected to help meet the General Plan's objective of balancing land uses within a designated Growth Area (Goal 3.3.1.2). Furthermore, the proposed zones include uses that will assist in encouraging orderly***

development within Growth Areas, providing a variety of housing options, and supporting the logical extension of infrastructure and utility services within the City (Goals 3.3.1.1, 3.3.1.4, and 3.5.1.2).

E. Availability of sewer and water facilities.

- ***Water is available along the property's frontage of West Houser Road. Water is also available along North Eleven Mile Corner Road at the intersection with West Houser Road. The property owner/developer will be required to extend and upgrade the existing water and wastewater services along the property frontages to accommodate the proposed development.***

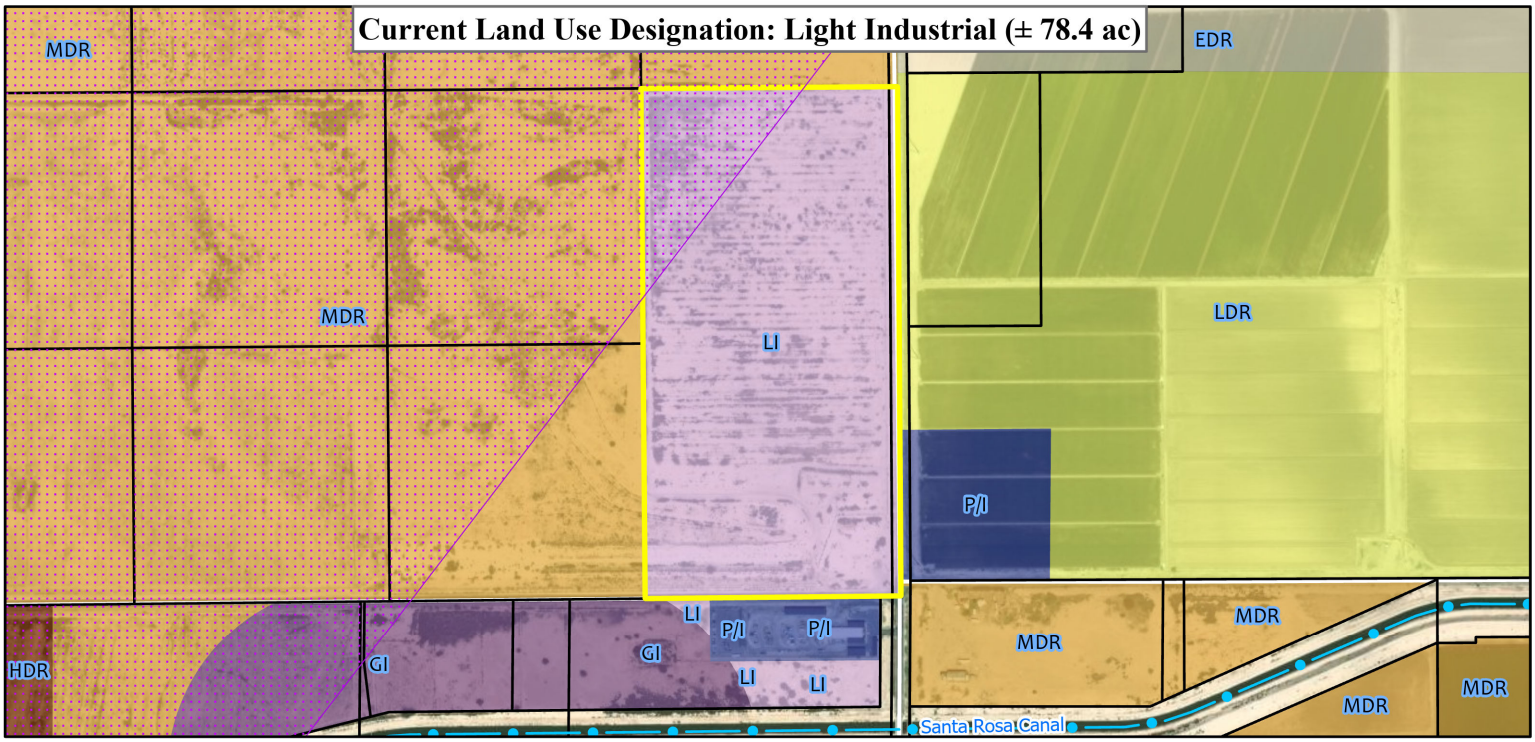
Planned Area Development (PAD) Consideration
A Planned Area Development (PAD) District may be approved only when the City Council determines that the proposed PAD would result in a greater benefit. It may include implementing adopted planning policies/design standards, natural resources preservation/conservation resources, provision of utilities, urban design, neighborhood/community amenities, or an overall level of increased development quality. (Staff's analysis is included in bold italic text, and the applicant's analysis is included in their narrative, attached):

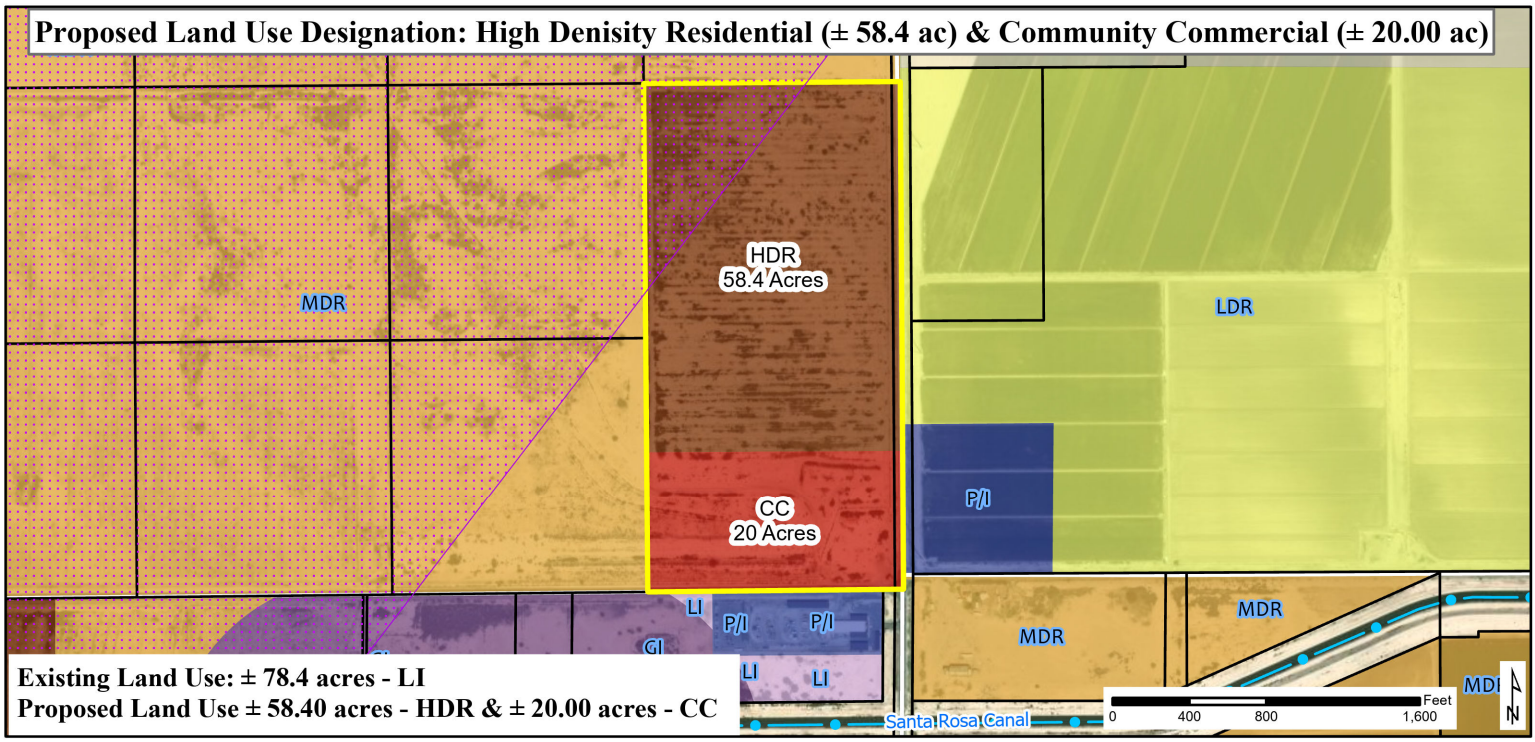
- ***The proposed modifications to incorporate the land uses identified in the PAD Development Plan are intended to allow for a variety of housing options and densities. Additionally, the proposed PAD Development Plan will enable the property to operate with a level of flexibility not contemplated in the Zoning Ordinance and will promote consistency with General Plan objectives, including GP Goals 3.1.1.1, 3.3.1.2, 3.3.1.3, and 3.5.1.2.***

Planning and Zoning Commission
On February 18, 2026, the Planning and Zoning Commission heard these applications and recommended their approval with a vote of 6-0.

FISCAL IMPACT:

No financial impacts are anticipated from this agenda item.





Houser Crossing
General Plan Amendment Exhibit - Case No: GPA2025-005

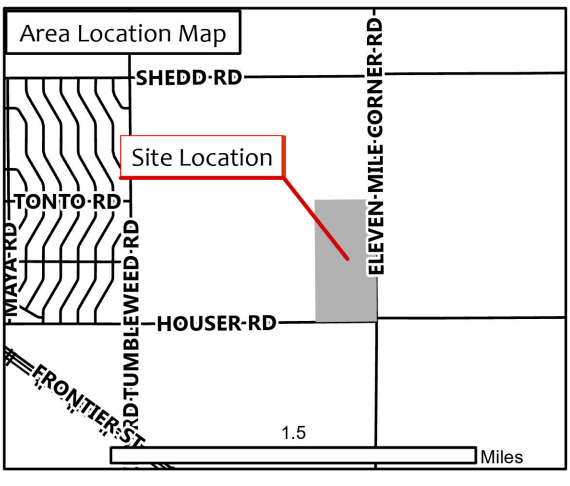
Land Use

Residential
- Estate Density Residential (0.2 - 1.0 du/ac)
- Low Density Residential (1.0 - 3.0 du/ac)
- Medium Density Residential (3.0 - 6.0 du/ac)
- Med-High Density Residential (6.0 - 12 du/ac)
- High Density Residential (10 - 24 du/ac)

Commercial
- Neighborhood Commercial
- Community Commercial

Industrial
- Light Industrial
- General Industrial

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



Disclaimer: This map is for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.

Bowman

Minor General Plan Amendment Narrative

Houser Crossing
Eloy, Arizona

Eloy Community Development Partners, LLC

Bowman
6751 North Sunset Blvd, Suite 325
Glendale, AZ 85305
623.299.8980 | bowman.com
November 19, 2025
Revised June 16, 2026

Application Narrative

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Executive Summary

Eloy Community Development Partners, LLC, was selected by the City of Eloy through a request for proposal (RFP) to develop a combination of residential and commercial retail elements. This development intends to meet the existing and future housing needs to accommodate the expected increase in area population within the next 10 to 20 years.

The General Plan Amendment request is the next process phase that originated from a Request for Proposal (RFP) by the City of Eloy, originally published on March 1, 2024. The City of Eloy was seeking an experienced developer or development team to purchase and build on an approximate, but less than, 80-acre site located within the recognized Eloy expansion area.

This development includes traditional garden style apartments, horizontal apartments/townhomes, and a single-family home community. Along with residential development, the site also includes a neighborhood commercial center and self-storage facility to support the additional residents in the area.

This Minor General Plan Amendment applies to approximately, but less than, 80 acres located at the northwest corner of Houser Road and 11 Mile Corner, identified as Pinal County Assessor's Parcel Number 404-27-015. Right-of-way dedications are anticipated along both Houser Road and 11 Mile Corner, and Houser Road will need to be realigned northward to match its existing alignment east of 11 Mile Corner, which is currently a minimally improved but maintained dirt road. While the final acreage impact of these dedications has not yet been determined, the combined effect—particularly from the Houser Road realignment is estimated to reduce the total acreage below the 80-acre threshold for a Minor General Plan Amendment.

The Minor General Plan Amendment application requests amending the Land Use Designation from Light Industrial to High Density Residential ("HDR") & Community Commercial ("CC"). This proposed modification will allow the development of residential dwelling units, commercial center, and a self-storage facility on the same parcel. By permitting this amendment it allows the City of Eloy to provide diversified housing and a mix of commercial uses.

The City of Eloy brought forward this opportunity recognizing the need to provide a sense of place to bring to this community.

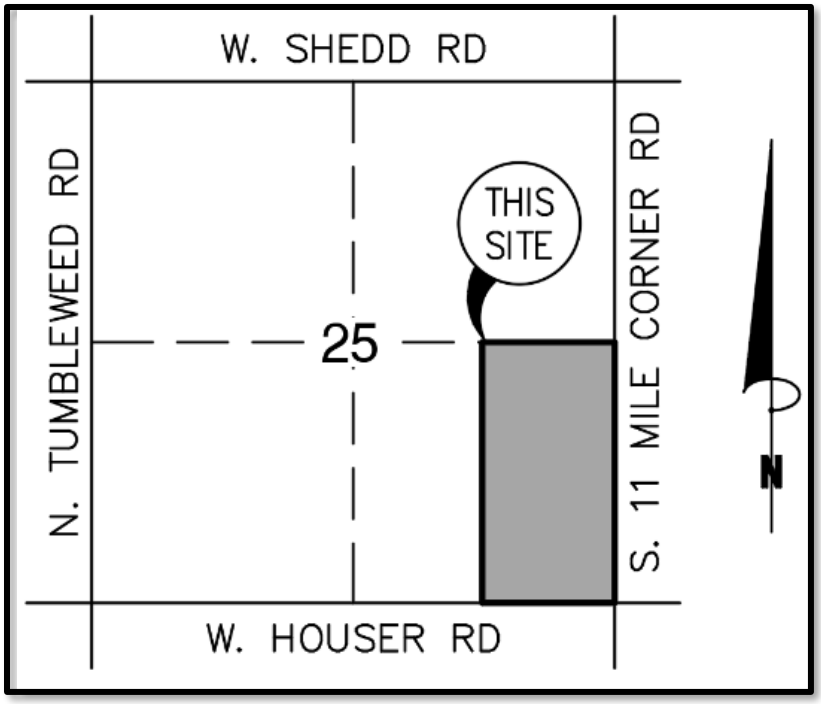
Statement of Proposed Change

This request seeks a Minor General Plan Amendment from Light Industrial to High Density Residential (HDR) and Community Commercial (CC). The existing Light Industrial is no longer as amiable given the site's location as a key gateway to Downtown Eloy and proximity to developing residential areas. Industrial uses would generate traffic and visual impacts that are incompatible with the area's evolving mixed-use character.

The proposed HDR and CC designations allow a more compatible and economically productive use of the land by introducing new housing opportunities and neighborhood-serving commercial uses that support the City's growth objectives, provide attainable housing options, and expand the local tax base.

Project Site

This GPA applies to approximately 80 acres located at the northwest corner of Houser Road and 11 Mile Corner Road, identified as Pinal County Assessor's Parcel Number 404-27-015. Right-of-way dedications are anticipated along both Houser Road and 11 Mile Corner Road, and Houser Road will be realigned to match the existing alignment east of 11 Mile Corner. This east leg is currently a minimally improved but maintained dirt road. While the final acreage impact has not yet been determined, the combined effect—particularly from the Houser Road realignment is estimated to reduce the total acreage below the 80-acre mark. The site is further identified by the Pinal County Assessor Parcel Number (APN) 404-27-0150, Section 25, Township 7 South, Range 7 East, and reflected below in the Vicinity Map.



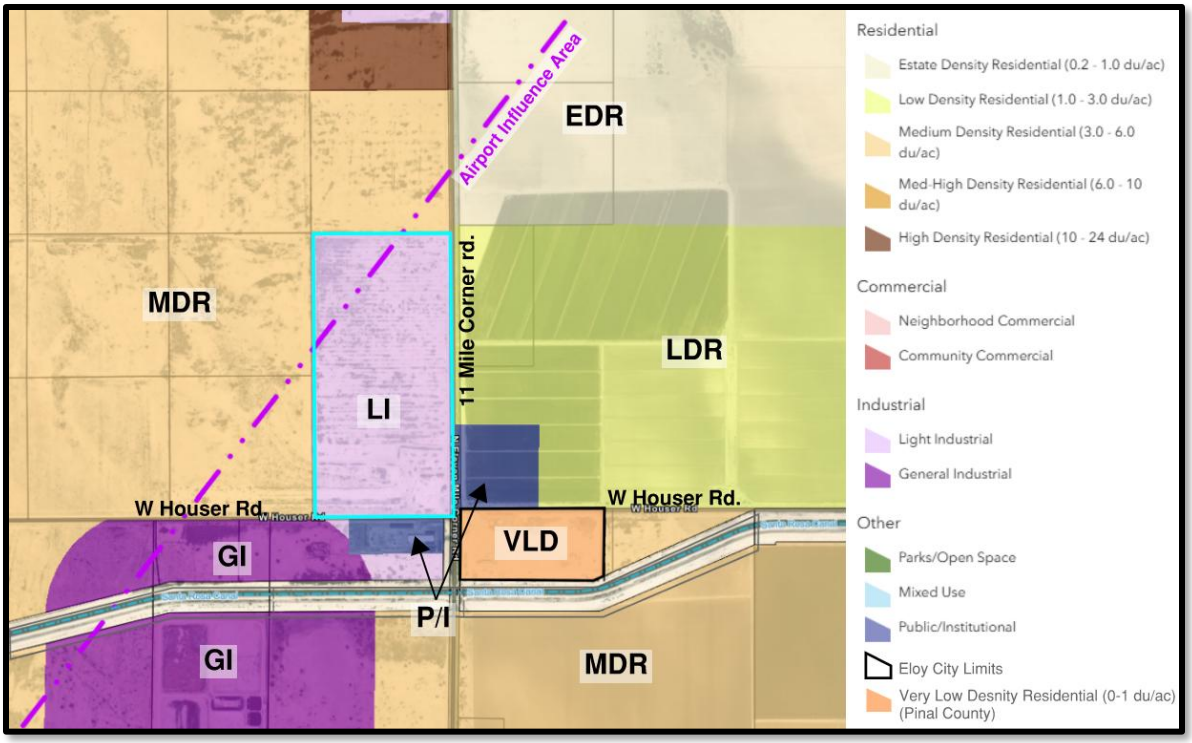
Vicinity Map

Area Context

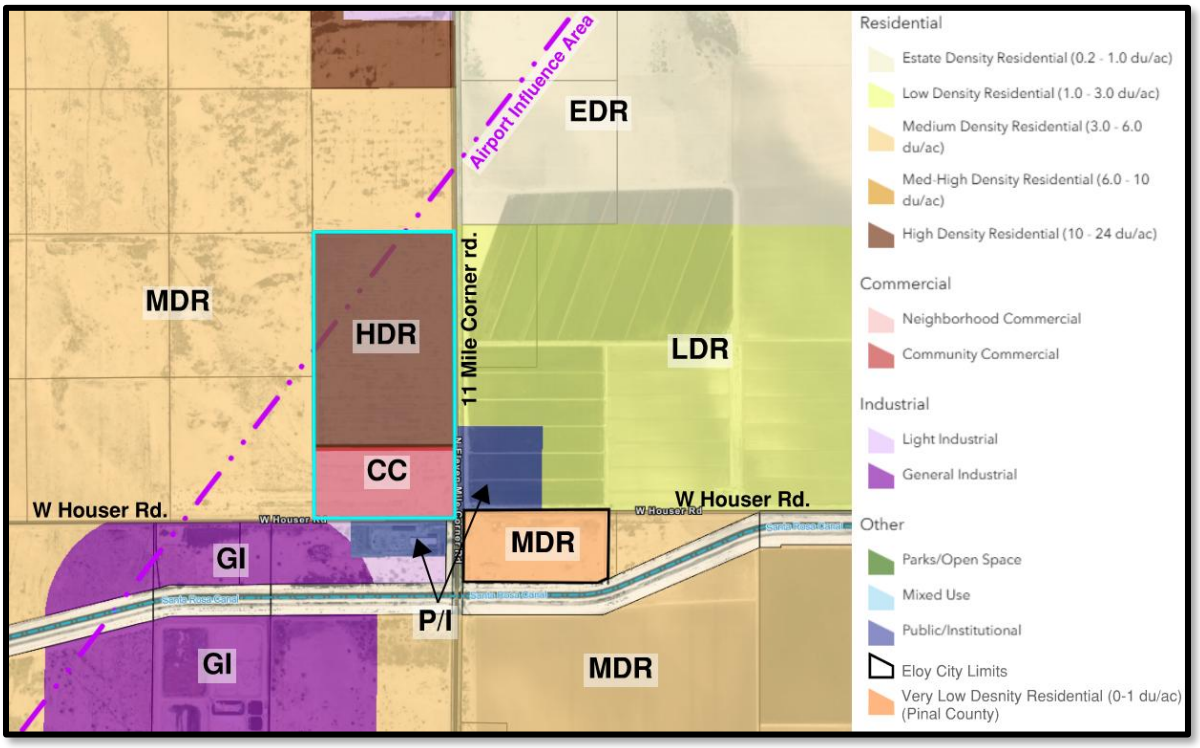
The table below reflects the existing Land Use Designation, Use Description, and Existing Use.

ID	Land Use Designation	Use Description	Existing Use
Subject Property	LI	Light Industrial	Vacant
North	MDR	Medium Density Residential (3.0 - 6.0 du/ac)	Vacant
South	P/I and GI	Public/Institutional and General Industrial	Public Works Yard
East	P/I and LDR	Public/Institutional and Low Density Residential (1.0 - 3.0 du/ac)	Agricultural;
West	MDR	Medium Density Residential (3.0 - 6.0 du/ac)	Vacant

The subject property is also undergoing a rezoning application to be designated as C-2 and R-3 with a PAD overlay.



Existing Land Use Designation



Proposed Land Use Designation

General Plan Section 2.3 Amendment Guidelines

Changes to the General Plan must also meet the following guidelines for approval:

1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.

Response: *With the site currently designated Light Industrial (LI), it does not permit single-family residential, multi-family residential commercial uses. The proposed HDR and CC combination would not only permit the proposed uses but would allow them all to complement each other for a cohesive development for new and adjacent residents to shop and dine. Eloy Community Development Partners commissioned a Highest and Best Use Study by Elliot Pollack reflecting the anticipated tremendous growth to Eloy and further reflecting through WeSERVE supplemental information that workforce housing is critical to the region.*

2. That the amendment constitutes an overall improvement to the General Plan and will benefit the City in general.

Response: *The proposed amendment constitutes an overall improvement to the General Plan and will benefit the City in general as it is consistent with the City of Eloy's adopted General Plan and supports its long-term vision for sustainable, well-balanced growth. The accompanying Rezone application seeks to modify the property from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial (C-2) with a Planned Area Development (PAD) Overlay) to better reflect the site's strategic location and development potential bringing forward an appropriate neighborhood scaled housing and commercial uses. The amendment's larger vision is to transform an underutilized industrial parcel into a vibrant, mixed-*

use area that integrates housing, employment, and neighborhood-scale services. The amendment advances key goals and objectives outlined in multiple General Plan elements, including Land Use, Circulation, Growth, Housing, and Economic Prosperity, as detailed below.

3.1 Land Element

Section 3.1.1 Goals

1. Provide a range of residential, employment and supportive land uses to encourage and maintain a sustainable community.

Response*: The proposed General Plan Amendment will provide a range of residential uses, such as single family, build-for-rent, and traditional multifamily products. The range of employment uses will be provided with the proposed retail land uses as the City of Eloy has a surplus of Industrial Land which has remained underdeveloped over time. The supportive land uses will be provided through neighborhood scale commercial uses to complement the residential developments.*

2. Maintain, update and create standards and guidelines to which developments should adhere in an effort to achieve a sustainable community.

Response: *To ensure alignment with sustainable community principles both now and into the future, this GPA will maintain, update, and create clear development standards and design guidelines that reflect current best practices in sustainability, efficiency, and resilience. These land use standards are detailed in the GPA and the specific development standards and guidelines are presented in the concurrent proposed rezone.*

3.2 Circulation Element

Section 3.2.1 Goals

1. Encourage public safety through appropriate street design.

Response*: The intersection of Houser Road and 11 Mile Corner Road has long been a traffic concern for the City as the east and west legs do not align. This project will provide appropriate street design to align the legs and increase public safety. Additionally, this project will improve the half street of both Houser Road and 11 Mile Corner Road as Arterial Roads.*

Section 3.2.5 Objectives

4. Reduce accidents at offset and five-legged intersections.

Response*: The intersection of Houser Road and 11 Mile Corner Road has long been a traffic concern for the City due to the offset east and west legs. This project will provide appropriate street design to align the roadway and increase public safety. The intersection is only 4-legs; hence the secondary portion of the objective does not apply.*

7. Require new developments to adhere to the street classification system and dedicate adequate right-of-way

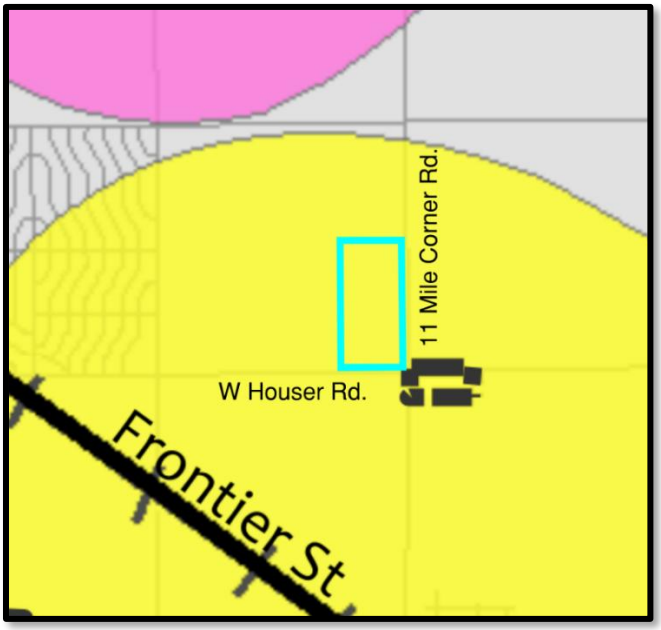
Response: *This project will dedicate required right of way as well as provide the appropriate half street improvements per the Major Arterial designation of Houser Road and Eleven Mile Corner Road.*

3.3 Growth Areas Element

Section 3.3.1 Goals

1. Encourages orderly development within Growth Areas.

Response: *This site is currently situated within the Sun Corridor Growth Area, a designated Growth Area. According to the Eloy General Plan, these areas provide the City of Eloy with objectives to guide new development, including revitalizing, rehabilitating, and redeveloping areas of the City in terms of supportive infrastructure, public facilities and utilities investments to meet the needs of all residents and businesses. The development will comply with applicable city requirements and development standards, except where modified by the PAD being processed concurrently.*



City of Eloy Growth Areas

3. Promote commercial development within an identified growth area.

Response: *The commercial development is anticipated to provide multiple retail opportunities which will support and be supported by existing and proposed residential development.*



Sample Vision for Commercial Development Portion

Items for consideration in Section 3.3.5 Growth Areas Elements are cited below:

Identifying growth areas discourages dispersed development or "sprawl" by focusing both revitalization and new development in targeted areas.

Growth areas have been identified throughout the Eloy City Limits and Planning Area boundary. The identified growth areas were defined based upon the following factors:

- Vacant or Underutilized Land: Areas selected were anticipated to accommodate future development, revitalization, or redevelopment based on their proximity to Interstate-10 (I-10), SR-87, wastewater treatment, or the Eloy Municipal Airport;
- Public Facilities Capacity: Areas were selected on the basis that public facilities could be provided to serve the community and provide law enforcement, emergency, safety, municipal, and health care services for residents.
- Infrastructure Expansion: Areas were chosen based on the fact they could be served with incremental water and/or sewer expansion financed through public capital improvement projects and/or private development activity.

Specific Sun Corridor Growth Area Elements Include:

- This growth area includes industrial, commercial and residential properties with access to Interstate 10 (I-10) and the Union Pacific Railroad (UPRR). It is a prime location for development with access to interstate transportation corridors; it also includes railroad, I-10 and Highway 84.
- This area consists of a mix of residential densities but has more medium and higher density residential land uses than single family designated areas.

The site is within the Sun Corridor Growth Area, which characterizes it with the factors shown above. The parcel is identified as vacant and underutilized land, prompting the need and benefits for a development proposed by Houser Crossing. The site is also positioned adequately for public facilities capacity with the proximity to downtown, the WWTP to the south and nearby water infrastructure in Eleven Mile Corner Road and Houser Road. The site is also located near the Interstate 10 highway which will be beneficial to future commercial developments, residents and the City overall as a major transportation corridor with complementary development. Houser Crossing will not contribute to sprawl as it is already designated as a strategic location for growth and revitalization.

3.5 Housing Element

Section 3.5.1 Goals

2. Encourage a variety of housing types to accommodate various levels of income and lifestyles.

Response: *Current residential stock in the City is primarily comprised of single family detached homes. This project will allow diversity of housing with single family and multifamily options to accommodate various levels of income and lifestyles.*



Section 3.5.5 Objectives

2. Promote the development of sound, high quality neighborhoods that provide a variety of housing options and community amenities in an integrated manner.

Response: *Thoughtful and effective design for a parcel of this size on a prominent corner of the City is imperative. The proposed GPA will implement a variety of housing options to foster sound and high-quality neighborhoods using open space and amenities that will help integrate the developments. Possible amenities will include pools, tot lots, and sport courts dispersed through the residential developments ranging from approximately 5-20 du/ac within the single and multifamily residential products. The variety of housing options ranging from single and*

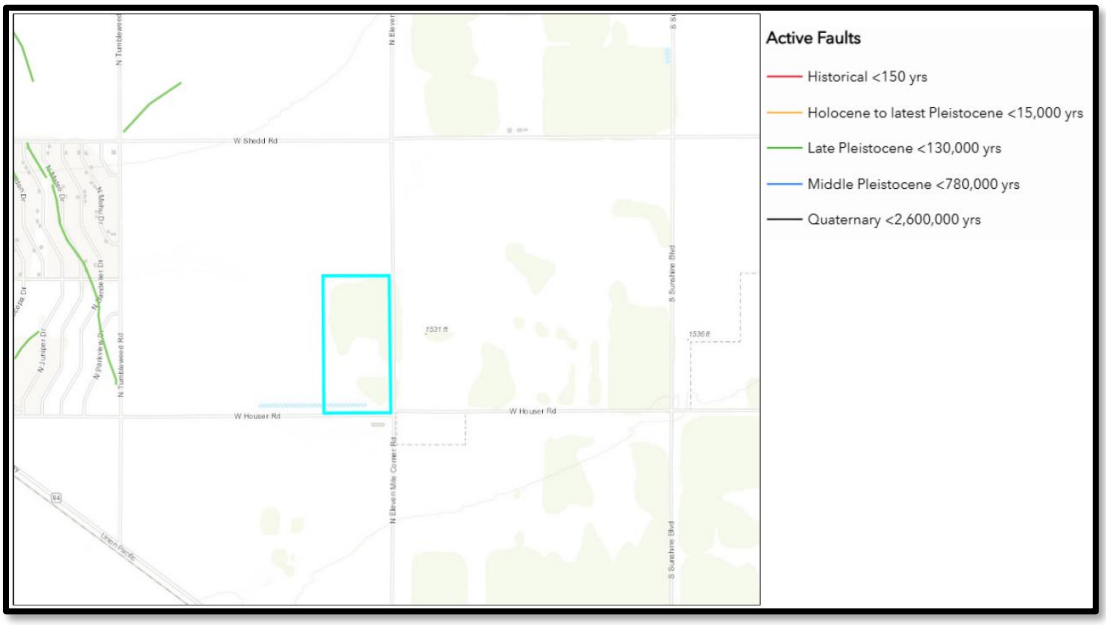
multifamily residential will also integrate with the proposed neighborhood scale commercial developments. As each parcel of the project moves forward for development it will be assessed through the City of Eloy Site Plan Process. The proposed PAD rezone being processed concurrently will address the needs for proper development standards.

3.6 Environmental Planning Element

3.6.1 Goals

3. Guide growth away from known fissure areas to protect future development and mitigate existing developed areas where development has occurred.

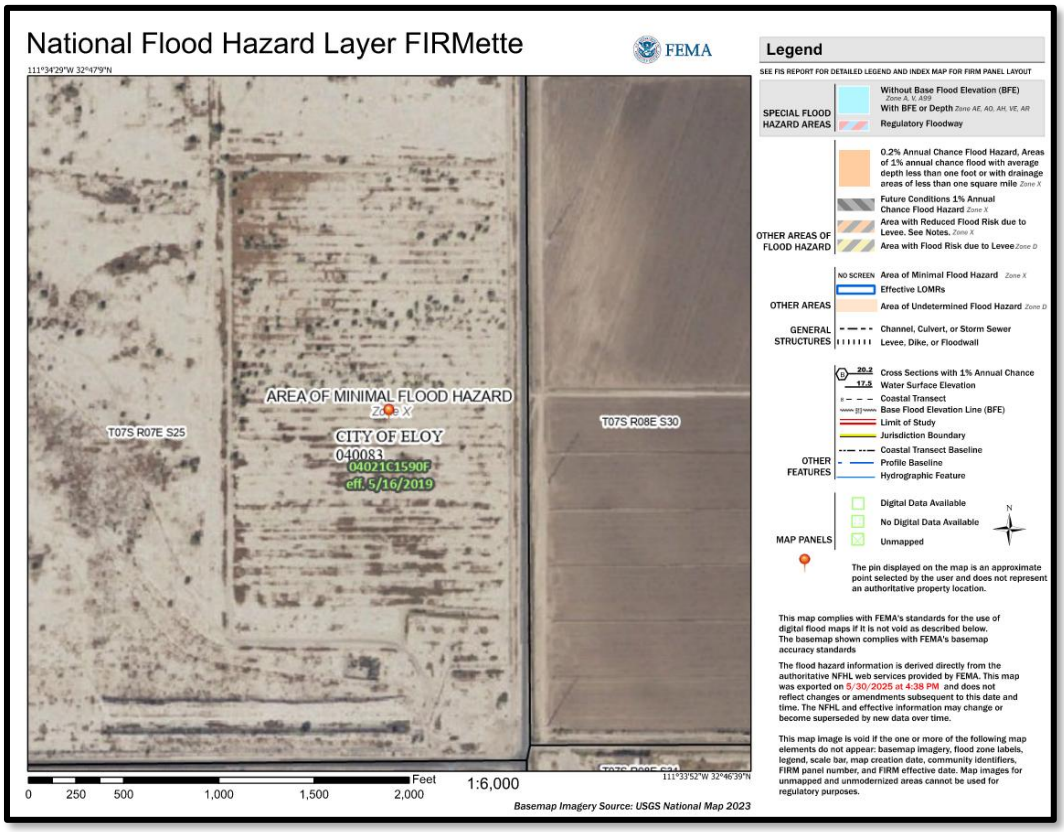
Response: *There are no known fissures on the subject site or in the surrounding area according to the University of Arizona Earth Fissure Study Areas of Arizona.*



University of Arizona Earth Fissure Study Areas of Arizona

5. Work with the Pinal County Flood Control District to minimize the risk and hazards associated with flooding on existing and future development and human life within the City's floodplains.

Response: *There are no known flood risks or hazards on the subject site. The subject site is also not within any identified floodplain. According to the FEMA National Flood Hazard Layer FIRMette map, published in 2023, the site is entirely designated as Zone X; 0.2% annual chance flood hazard, areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.*



FEMA FIRMette Map

3.7 Water Resources Element

3.7.1 Goals

1. Provide existing and future residents and businesses with a continuous, adequate and clean water supply.

Response: *Extension of the City's backbone water infrastructure will serve not only this development but will help provide continuous and adequate water for properties north of the Santa Rosa Canal.*



4. Carefully evaluate expansions of the City's Water Service Area when it enhances social, economic, and environmental interests.

Response: *Extending water and wastewater services to this area will enhance social interests through the provision of amenities and open spaces in each of the residential developments along with retail and restaurant options that can promote social well-being within the City. Extension of water services will also enhance economic potential as it opens the possibility of additional development while also increasing the tax base for the City through property and sales tax opportunities. Environmental interests will also be enhanced as the extension of water services to this site will not induce urban sprawl, rather it will promote growth within the Sun Corridor, a City designated area for key growth opportunities.*

3.10 Economic Prosperity Element

Section 3.10.1 Goals

1. Create the opportunity for, and successfully attract, quality employers with a focus on diversity and multiple salary levels.

Response: *Companies seeking location or relocation in a community often prioritize areas with a diverse mix of housing. The fruition of the Houser Crossing will assist the City in creating incentives for quality employers offering diverse salary levels to locate in Eloy. Attracting these employers as part of the GPA and rezone will also allow commercial development opportunities on the southern end of the parcel that will provide much needed goods and services for the nearby community. Currently these services are not available for several miles and are limited to retailers such as Dollar General and Family Dollar.*

4. Create a community with adequate infrastructure, utilities, community amenities and housing that will attract new businesses and residents.

Response: *The proposed development of Houser Crossing will provide the necessary roadway improvements, housing products and amenities, utility extensions, and commercial options for the creation of a community that will intrigue new businesses and residents. Houser Road and Eleven Mile Corner Road will conform to the required half-street improvements, single and multifamily housing types will be provided, water & sewer provision will be addressed, and a designated area for neighborhood commercial uses is depicted on the land use plan. The proposed GPA will indirectly provide a comprehensive approach to help mitigate some of the City's most pressing goals.*

In summary, the proposed General Plan Amendment and companion Rezone application are consistent with the City's adopted planning framework and vision for the future. Houser Crossing transforms an inactive industrial site into a dynamic and connected mixed-use neighborhood that supports housing diversity, improves circulation, strengthens public safety, and promotes economic vitality. By aligning with multiple elements of the Eloy General Plan, it represents a forward-thinking investment that enhances community sustainability and positions the City for balanced, long-term growth.

3. The amendment will not adversely impact any portion of the community, by:

- Creating incompatible land use patterns;

  Response: *The proposed GPA is compatible with the surrounding land use patterns, primarily identified as residential. Adjacent properties are denoted as low to moderate densities supporting single-family residential development. The City of Eloy Public Works facility south of Houser Road represents the only non-residential use in the immediate vicinity.*
  The location of the site within the Sun Corridor Growth area, proximity to downtown, and compatibility with surrounding uses, prompts the appropriate General Plan Land Use designation to residential rather than industrial. Eloy has strategically concentrated industrial uses near I-10, an area better suited for heavy truck traffic, thereby reducing potential conflicts with residential areas. Removing the industrial designation and zoning from the parcel would support relocating employment uses to more appropriate locations, minimizing traffic impacts and other nuisances typically associated with industrial activities.

  The proposed amendment provides a logical transition between existing residential neighborhoods and the higher-intensity corridor envisioned along Houser Road, a designated major thoroughfare connecting SR 87 and Interstate 10. Allowing for higher-density residential uses in this location will create a compatible land use pattern that is paired with much needed local commercial options that maintains neighborhood character while introducing appropriate activity along a key transportation route.

- Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City;

  Response: *As the City develops north of the Santa Rosa Canal there are several improvements that will come forward to not only serve this development but other future growth.*

  The developer has committed to the following items for this project, each of which will have varying benefits for future development as well.

  - *The re-alignment of Houser Rd. west of 11 Mile Corner Rd. and installation of a 4-way traffic light once the City paves Houser Road from 11 Mile Corner Road to SR 87.*
  - *Arterial half street improvements along 11 Miller Corner Road and Houser Road along the project frontage.*
  - *The installation of a wastewater lift station to pump waste to the wastewater treatment facility. If the lift station is required to be upsized to serve other development, the additional cost will be borne by the City.*
  - *Installation of water and sewer lines along the project frontage of 11 Mile Corner Road will allow the City to expand their facilities to serve additional development.*

- Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant.

  Response: *A Traffic Impact Analysis was conducted by Lokahi in August 2025 to assess proposed uses and traffic volumes for the project site. Improvements to 11 Mile Corner Road and Houser Road will be completed with the first phase of development. Recommendations beyond the project limits will be implemented as required when traffic demand dictates. As each development will come forward with the necessary Site Plan, a Traffic memorandum will be required to assess if recommended offsite improvements are triggered by their development or determined for a later date.*

  Beyond proper traffic mitigation, the proposed project will also satisfy Section 3.2, Circulation Goals of the Eloy General Plan through the realignment of Houser Road for increased safety. Sufficient right of way, as required by the City, will also be dedicated along both Houser Road and Eleven Mile Corner Road alongside proper half-street improvements.

- Adversely affecting the livability of an area or the health and safety of existing residents.

  Response: *Eloy Community Development Partners commissioned a Highest and Best Use Study by Elliot Pollack reflecting the anticipated tremendous growth to Eloy and further reflecting through WeSERVE supplemental information that workforce housing is critical to the region.*

  As outlined in 3.5 Housing Element Section 3.5.3 Existing Character Section discusses some of the existing housing stock as being in disrepair as well as in short supply for projected population growth.

  "Many of these properties continue to be bank owned or long-term vacancies. In the area south of Frontier, the majority of the area is in need of at least minor rehabilitation, with some areas in need of major reinvestment."

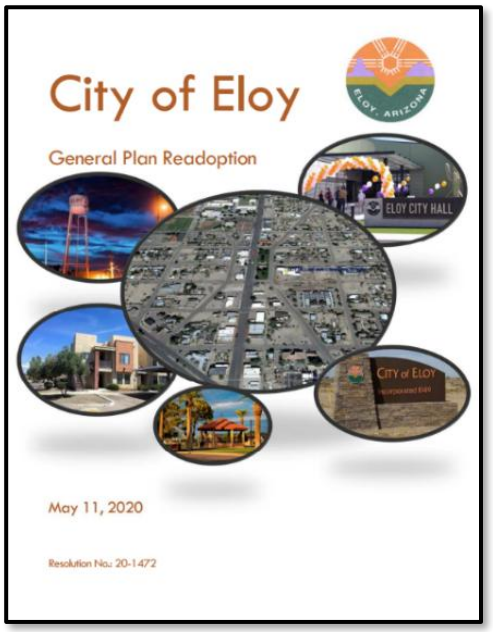
  Supplying additional quality housing stock enhances residents' ability to choose where they live. The residential component will be enriched by both passive and active open space to encourage a more livable community within each housing site plan.

  The health and safety of existing and future residents will be upheld with improvements to roadways with curb, gutter and sidewalk to ensure safer vehicle and pedestrian travel as well as reducing traffic conflicts with the misaligned intersection of Houser and 11 Mile Corner Road.

4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.

Response: *This development is consistent with the General Plan Goals and Objectives as reflected in above Section Compliance with Section 2.3 Amendment Guidelines of the General Plan.*

Eloy Zoning Ordinance Section 21-6-4.5: Issues for Consideration



In determining whether to approve, approve with conditions, or deny proposed General Plan amendments, issues for consideration shall include but not be limited to:

A. Whether the development pattern contained in the future land use plan provides appropriate optional sites for the use proposed in the amendment.

Response: *The site is at a future major intersection and will serve as a prime location for future development and growth. There were no alternative sites chosen for this proposed development.*

The City's Circulation Plan indicates that a Major Arterial Roadway Cross section will connect SR 87 to Interstate 10 changing the character of development along Houser Road as that connection advances.

B. That the amendment constitutes an overall improvement to the Eloy General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.

Response: *Eloy's projected growth prompts the need to provide diversification in housing to serve residents' needs both in size and monthly mortgage/rent price points. The addition of small commercial uses benefits the City by contributing to the City's tax base while providing retail options for local consumers. The surplus of industrial land in the City makes the designation of this parcel as residential a better use of the property due to its proximity to downtown. The proposal for a variety of uses on this parcel will also enhance the balance of land uses within the City given the current surplus of industrial land. The development proposed with this GPA and rezone will spur development in the surrounding parcels and will function as a benefit for the Eloy community as the Sun Corridor Growth areas becomes rife with quality development.*

C. The degree to which the proposed amendment will impact the City as a whole or a portion of the City by:

1. Significantly altering acceptable existing land use patterns.

Response: *The proposed amendment supports the City's goal of encouraging thoughtful development and managed growth while enhancing the overall health, safety, and welfare of the community. This site is currently situated within the Sun Corridor Growth Area, a designated Growth Area. According to the Eloy General Plan, these areas provide the City of Eloy with objectives to guide new development, including revitalizing, rehabilitating, and redeveloping areas of the City in terms of supportive infrastructure, public facilities and utilities investments to meet the needs of all residents and businesses.*

By transitioning the site from an underutilized industrial designation to residential and commercial uses, the property can contribute more meaningfully to the City's growth objectives. The proposed mix of zoning districts creates opportunities for new housing and local services in a well-connected area, supporting both economic development and community livability.

Replacing industrial land use eliminates potential conflicts that can arise from heavy traffic, noise, or outdoor operations, and instead introduces land uses that are compatible with the surrounding area. Multifamily housing will help meet the growing need for workforce and attainable housing, allowing residents to live closer to employment, schools, and services. The Commercial complement this by encouraging neighborhood-scale commercial and service that provide daily conveniences and reduce the need for longer vehicle trips.

Concentrating Industrial Uses along major transportation corridors such as Interstate 10 and SR 87 reduce livability conflicts with not only with the property but adjacent residential land uses. The proposal reflects a proactive investment in the community's future—one that supports growth while enhancing the quality of life for current and future residents.

2. Requiring larger and more extensive improvements to roads, sewer, or water systems that are needed to support the prevailing land uses in which, therefore, may negatively impact development of other lands. The commission and/or the City Council may also consider the degree to which the need for such improvements will be mitigated pursuant to binding commitments by the applicant, a public agency, or other sources when the impacts of the uses permitted pursuant to the General Plan Amendment will be realized.

Response: *The proposed development is currently under review with the City to determine the degree of required infrastructure improvements or expansions to support the prevailing land uses. Generally, and after confirmation with the City, the site will provide infrastructure benefiting the City including:*

- *Preservation of existing city well site.*
- *Realignment of Houser Rd.*
- *Traffic signal at 11 Mile Corner Rd. and Houser Rd.*
- *Extension of Water and Sewer along roadway frontage.*
- *Installation of wastewater lift station to serve the project site.*
- *Roadway improvements, including landscaping and sidewalks along frontage of Houser Rd. and 11 Mile Corner Rd.*

Overall, the site, with the City's guidance and coordination, the developer will provide adequate infrastructure for all the proposed land uses and density, while also setting the foundation for adjacent developments extend or upsize from there if needed.

3. Adversely impacting existing uses due to increased traffic on existing systems.

Response: *Improvements to 11 Mile Corner Road and Houser Road will be completed during Phase 1 and additional offsite improvements will be implemented as traffic demands warrant. Each future development will submit a site plan with a traffic memo to determine if further improvements are needed as those come forward. A more detailed response is provided in the previous section under 3.10 Economic Prosperity Element detailing how the proposed amendment will not adversely impact the community in this regard.*

4. Affecting the livability of the surrounding area or the health and safety of present or future residents.

Response*: Eloy Community Development Partners commissioned a Highest and Best Use Study by Elliott Pollack, highlighting Eloy's expected growth and the urgent need for workforce housing, supported by WeSERVE data. The project will provide quality housing options, supported by passive and active open*

spaces to promote livability. Infrastructure improvements, including curb, gutter, and sidewalks—will enhance safety for vehicles and pedestrians, especially at the misaligned Houser and 11 Mile Corner Road intersection. A more detailed response is provided in the previous section under 3.10 Economic Prosperity Element detailing how the proposed amendment will not adversely impact the community.

D. That the amendment is consistent with the overall intent of the adopted Eloy General Plan.

Response: *As supported within this narrative in General Plan Section 2.3 Amendment Guidelines, the Minor GPA upholds and promotes the Goals and Objectives of the General Plan. The General Plan document strives to make Eloy a better place to live, work, and play, and the Amendment and rezone will provide the opportunity to better the quality of life for current and future residents of the City. The residential and commercial options will welcome a diverse demographic to Houser Crossing and the community.*

E. Whether there was an error or oversight in the original Eloy General Plan adoption that did not fully consider facts, projects or trends which could reasonably exist in the future.
There were no known errors or oversights in the original Eloy General Plan adoption pertaining to this Amendment and future development.

F. Whether events subsequent to the Eloy General Plan adoption have superseded the original premises and findings made upon plan adoption.
There were no known events that supersede the original Eloy General Plan adoption that pertained to this Amendment and future development.

G. Whether events subsequent to the Eloy General Plan adoption may have changed the character and/or condition of the area so as to make the application acceptable.
The City Council sought an RFP to attract a mixed-use development to this intersection as the major industrial development has continued to locate along the Interstate 10 corridor. The site's location within the Sun Corridor Growth area confirms the site is located strategically near the City's downtown to establish a mixture of uses, prompting the need to expand on the growth character of the area. In addition, the projected population changes, need for employers, and increased housing demand to the City all dictate the evolving condition of the area that this GPA and rezone can address.

H. The extent to which the benefits of the plan amendment outweigh any of the impacts identified in subsections A through G of this section.
The creation of over 600 dwelling units along with the creation of a retail commercial center and self-storage facility will help complement Goal 1 of the Land Use Element to provide of range of residential, employment and supportive land uses to encourage and maintain a sustainable community by creating a centralized community node within Eloy itself rather than adjacent municipalities.

Reasons to Support this Amendment

- ✓ *Aligns with the City's Strategic Vision and RFP Goals*
- ✓ *Provides Critical Infrastructure and Long-Term Public Benefit*
- ✓ *Provides diversification in existing City housing stock*
- ✓ *Supports Eloy's economy providing homes for future employees*
- ✓ *Demonstrates a Public-Private Partnership*

Conclusion

Eloy Community Development Partners, LLC is committed to crafting a vibrant and engaging community. They have carefully integrated commercial development with multiple residential options to create a desirable living and working environment. We are respectfully asking for the support and approval of this Minor General Plan Amendment.



Bowman

Rezone Narrative

Houser Crossing
Eloy, Arizona

Eloy Community Development Partners, LLC

Bowman
6751 North Sunset Blvd, Suite 325
Glendale, AZ 85305
623.299.8980 | bowman.com

November 19, 2025

Revised June 16, 2026

Application Narrative

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Executive Summary

Eloy Community Development Partners, LLC, was selected by the City of Eloy through a request for proposal (RFP) to develop a combination of residential and commercial retail elements on the NWC of Houser Road and 11 Mile Corner Road. This development intends to meet the existing and future housing needs to accommodate the expected increase in area population within the next 10 to 20 years.

This development includes traditional garden apartments, build-for-rent units, and a single-family home community. Along with residential development, the site also includes a neighborhood shopping center and self-storage facility.

The Rezoning request is the next process phase that originated from a Request for Proposal (RFP) by the City of Eloy originally published on March 1, 2024. The City of Eloy was seeking an experienced developer or development team to purchase and build on an approximate 80-acre site located within a recognized Eloy growth area. This application is a companion to a Minor General Plan Amendment from Industrial to High Density Residential ("HDR") and Community Commercial ("CC") that has been submitted concurrently to the City in support of this application.

This request will rezone the Property from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial District (C-2) with Planned Area Development (PAD) Overlay to allow flexibility for development and to conform with the HDR and CC General Plan land use designations of the associated General Plan application. The northwest corner of the site falls within the AO-1 (Airport Overlay) which is applied in addition to the underlying zoning.

This rezoning allows the City of Eloy to provide flexible and diversified housing and commercial to support a more sustainable and economical future for the region.

Statement of Proposed Change

This request seeks to rezone the property from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial (C-2) with a Planned Area Development (PAD) Overlay. The existing I-1 zoning is no longer as amiable given the site's location as a key gateway to Downtown Eloy and proximity to developing residential areas. Industrial uses would generate traffic and visual impacts that are incompatible with the area's evolving mixed-use character. The proposed R-3 and C-2 designations allow a more compatible and economically productive use of the land by introducing new housing opportunities and neighborhood-serving commercial uses that support the City's growth objectives, provide attainable housing options, and expand the local tax base.

The PAD overlay applies to the R-3 portion of the site, allowing adaptability in lot sizes, setbacks, and open space to achieve an integrated and high-quality design. This modification enables inclusion of both detached for-sale homes and multifamily apartments, housing types not permitted under standard R-3 zoning. Together, the PAD-supported R-3 and C-2 zoning transform an underutilized industrial parcel into a sustainable, mixed-use neighborhood that promotes housing diversity, access to local services, and long-term economic vitality in alignment with Eloy's General Plan.

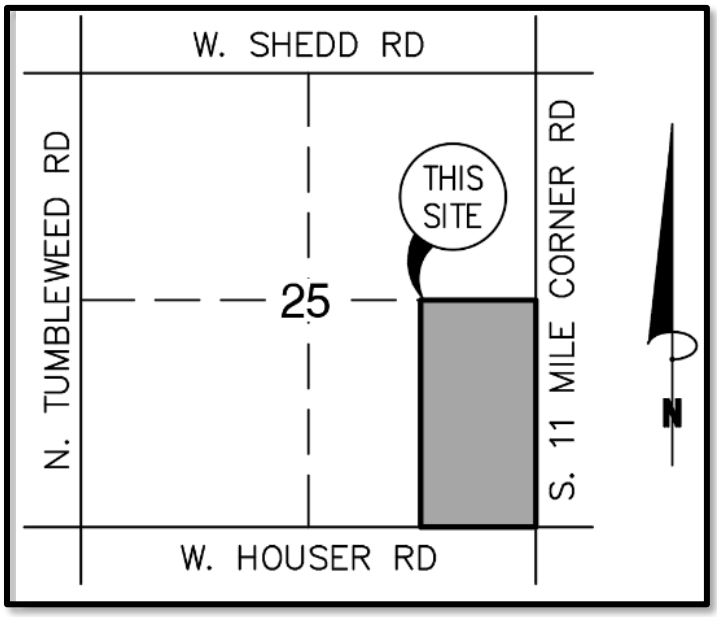


Conceptual Site Plan

Project Site

This Rezone applies to approximately 80 acres located at the northwest corner of Houser Road and 11 Mile Corner Road, identified as Pinal County Assessor's Parcel Number 404-27-015. Right-of-way dedications are anticipated along both Houser Road and 11 Mile Corner Road, and Houser Road will be realigned to match the existing alignment east of 11 Mile Corner. This east leg is currently a minimally

improved but maintained dirt road. While the final acreage impact has not yet been determined, the combined effect—particularly from the Houser Road realignment is estimated to reduce the total acreage below the 80-acre mark .The site is further identified by the Pinal County Assessor Parcel Number (APN) 404-27-0150, Section 25, Township 7 South, Range 7 East, and reflected below in the Vicinity Map.



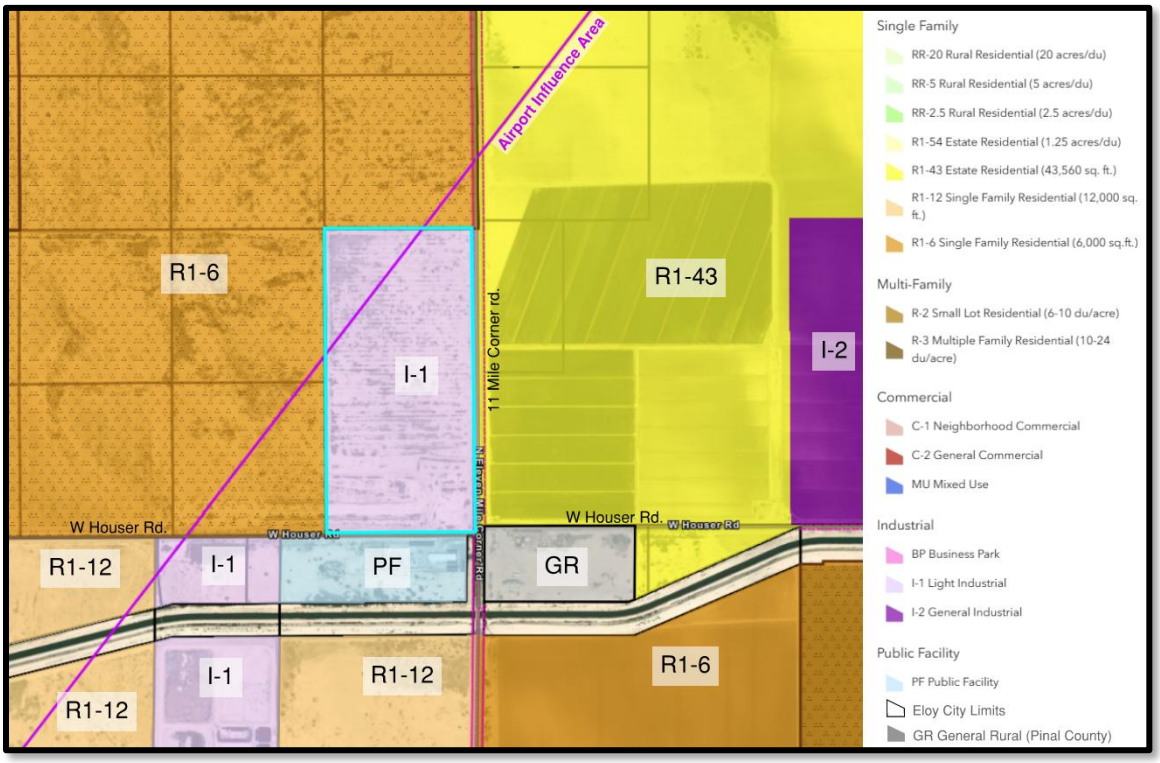
Vicinity Map

Area Context

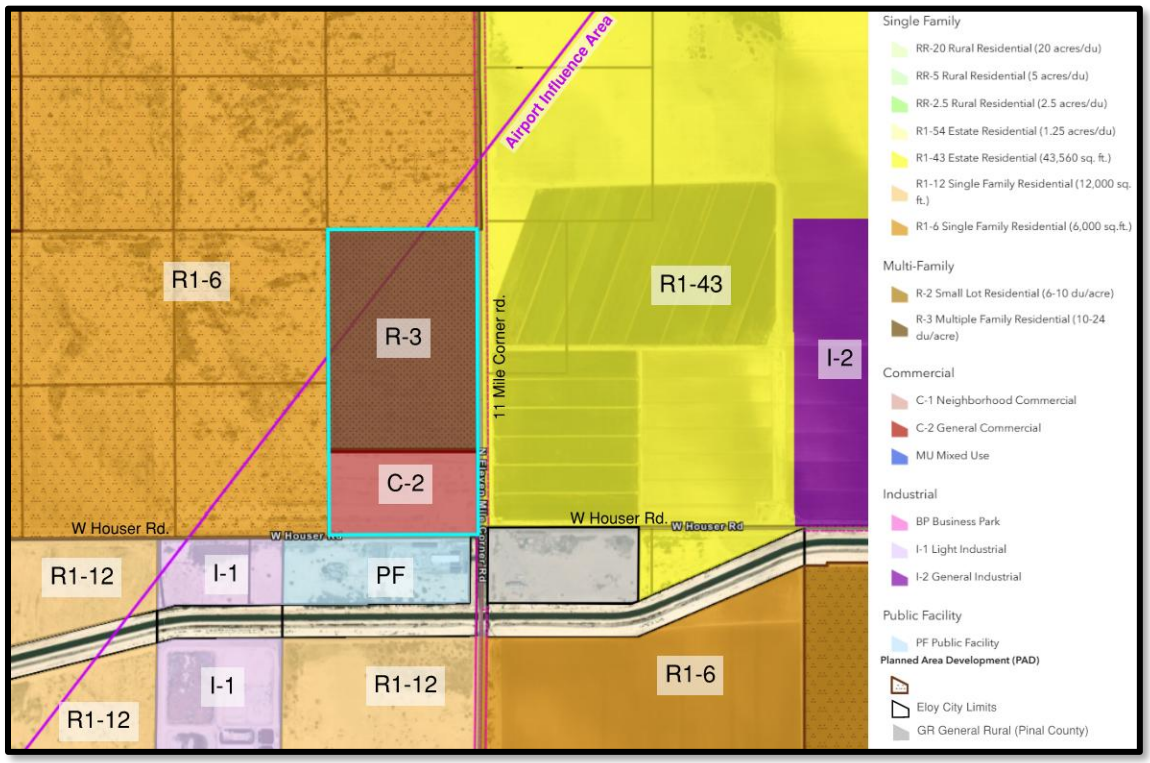
The table below reflects the future Land Use Designation & Description, Zoning Designation and Existing Use.

ID	Future Land Use Designation	Future Land Use Description	Zoning Designation	Existing Use
Subject Property	LI*	Light Industrial	I-1	Vacant
North	MDR	Medium Density Residential (3.0 - 6.0 du/ac)	R1-6 PAD	Vacant
South	P/I and GI	Public/Institutional & General & Light Industrial	PF	Governmental
East	P/I and LDR	Public/Institutional & Low Density Residential (1.0 - 3.0 du/ac)	R1-43	Agricultural
West	MDR	Medium Density Residential (3.0 - 6.0 du/ac)	R1-6 PAD	Vacant

*Subject property is also undergoing a Minor General Plan Amendment to be designated as High Density Residential (“HDR”) and Community Commercial (“CC”).



Existing Zoning Designation

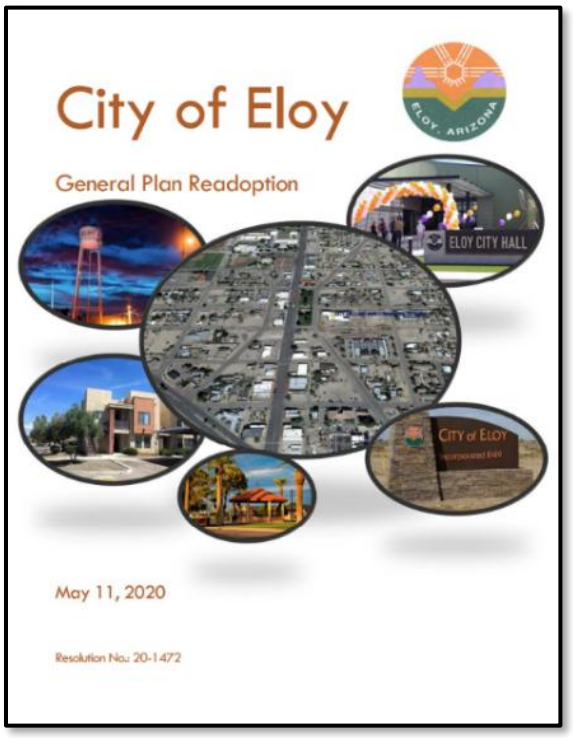


Proposed Zoning Designation

Eloy Zoning Ordinance Section 21-6.6.4: Issues for Consideration

A. Consistency (or lack thereof) with the adopted Eloy General Plan, and other adopted plans;

Response: *The proposed rezoning is consistent with the City of Eloy's adopted General Plan and supports its long-term vision for sustainable, well-balanced growth. The accompanying Minor General Plan Amendment seeks to redesignate the property from Light Industrial (LI) to High Density Residential (HDR) and Community Commercial (CC) to better reflect the site's strategic location and development potential. This change facilitates the transition of an underutilized industrial parcel into a vibrant, mixed-use area that integrates housing, employment, and neighborhood-scale services. The rezoning advances key goals and objectives outlined in multiple General Plan elements, including Land Use, Circulation, Housing, and Economic Prosperity, as detailed below.*



As cited below, this rezoning supports the following Goals and Objectives of the General Plan.

3.1 Land Element

Section 3.1.1 Goals

1. Provide a range of residential, employment and supportive land uses to encourage and maintain a sustainable community.

Response: *The proposed General Plan Amendment and rezone will provide a range of residential uses, such as single family, build-for-rent, and traditional multifamily products. The range of employment uses will be provided with the proposed retail land uses as the City of Eloy has a surplus of Industrial Land which has remained underdeveloped over time. The supportive land uses will be provided through neighborhood scale commercial uses to complement the residential developments.*

2. Maintain, update and create standards and guidelines to which developments should adhere in an effort to achieve a sustainable community.

Response: *To ensure alignment with sustainable community principles both now and into the future, this GPA and rezone will maintain, update, and create clear development standards and design guidelines that reflect current best practices in sustainability, efficiency, and resilience. These land use standards are detailed in the GPA and the specific development standards and guidelines are presented in the concurrent proposed rezone.*

3.2 Circulation Element

Section 3.2.1 Goals

1. Encourage public safety through appropriate street design.

Response: *The intersection of Houser Road and 11 Mile Corner Road has long been a traffic concern for the City as the east and west legs do not align. This project will provide appropriate*

street design to align the legs and increase public safety. Additionally, this project will improve the half street of both Houser Road and 11 Mile Corner Road as Arterial Roads, as required by the City.

Section 3.2.5 Objectives

4. Reduce accidents at offset and five-legged intersections.

Response*: The intersection of Houser Road and 11 Mile Corner Road has long been a traffic concern for the City due to the offset east and west legs. This project will provide appropriate street design to align the roadway and increase public safety. The intersection is only 4-legs; hence the secondary portion of the objective does not apply.*

7. Require new developments to adhere to the street classification system and dedicate adequate right of-way

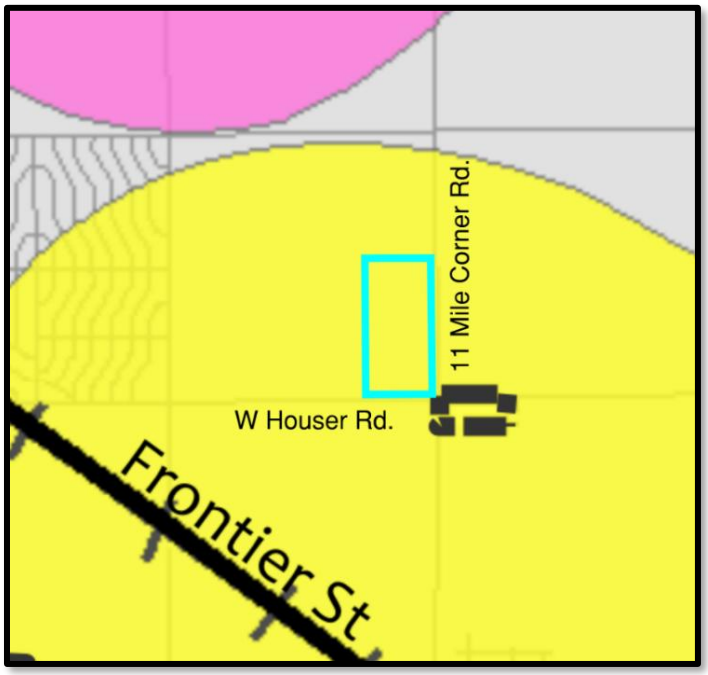
Response: *This project will dedicate required right of way as well as provide the appropriate half street improvements per the Major Arterial designation of Houser Road and Eleven Mile Corner Road.*

3.3 Growth Areas Element

Section 3.3.1 Goals

1. Encourages orderly development within Growth Areas.

Response: *This site is currently situated within the Sun Corridor Growth Area, a designated Growth Area. According to the Eloy General Plan, these areas provide the City of Eloy with objectives to guide new development, including revitalizing, rehabilitating, and redeveloping areas of the City in terms of supportive infrastructure, public facilities and utilities investments to meet the needs of all residents and businesses. The development will comply with applicable city requirements and development standards, except where modified by the proposed PAD.*



City of Eloy Growth Areas

3. Promote commercial development within an identified growth area.

Response: *The commercial development is anticipated to provide multiple retail opportunities which will support and be supported by existing and proposed residential development.*



Sample Vision for Commercial Development Portion

Items for consideration in Section 3.3.5 Growth Areas Elements are cited below:

Identifying growth areas discourages dispersed development or "sprawl" by focusing both revitalization and new development in targeted areas.

Growth areas have been identified throughout the Eloy City Limits and Planning Area boundary. The identified growth areas were defined based upon the following factors:

- Vacant or Underutilized Land: Areas selected were anticipated to accommodate future development, revitalization, or redevelopment based on their proximity to Interstate-10 (I-10), SR-87, wastewater treatment, or the Eloy Municipal Airport;
- Public Facilities Capacity: Areas were selected on the basis that public facilities could be provided to serve the community and provide law enforcement, emergency, safety, municipal, and health care services for residents.
- Infrastructure Expansion: Areas were chosen based on the fact they could be served with incremental water and/or sewer expansion financed through public capital improvement projects and/or private development activity.

Specific Sun Corridor Growth Area Elements Include:

- This growth area includes industrial, commercial and residential properties with access to Interstate 10 (I-10) and the Union Pacific Railroad (UPRR). It is a prime location for development with access to interstate transportation corridors; it also includes railroad, I-10 and Highway 84.
- This area consists of a mix of residential densities but has more medium and higher density residential land uses than single family designated areas.

The site is within the Sun Corridor Growth Area, which characterizes it with the factors shown above. The parcel is identified as vacant and underutilized land, prompting the need and benefits for a development proposed by Houser Crossing. The site is also positioned adequately for public facilities capacity with the proximity to downtown, the WWTP to the south and nearby water infrastructure in Eleven Mile Corner Road and Houser Road. The site is also located near the Interstate 10 highway which will be beneficial to future commercial developments, residents and the City overall as a major transportation corridor with complementary development. Houser Crossing will not contribute to sprawl as it is already designated as a strategic location for growth and revitalization.

3.5 Housing Element

Section 3.5.1 Goals

2. Encourage a variety of housing types to accommodate various levels of income and lifestyles.

Response: *Current residential stock in the City is primarily comprised of single family detached homes. This project will allow diversity of housing with single family and multifamily options to accommodate various levels of income and lifestyles.*



Section 3.5.5 Objectives

2. Promote the development of sound, high quality neighborhoods that provide a variety of housing options and community amenities in an integrated manner.

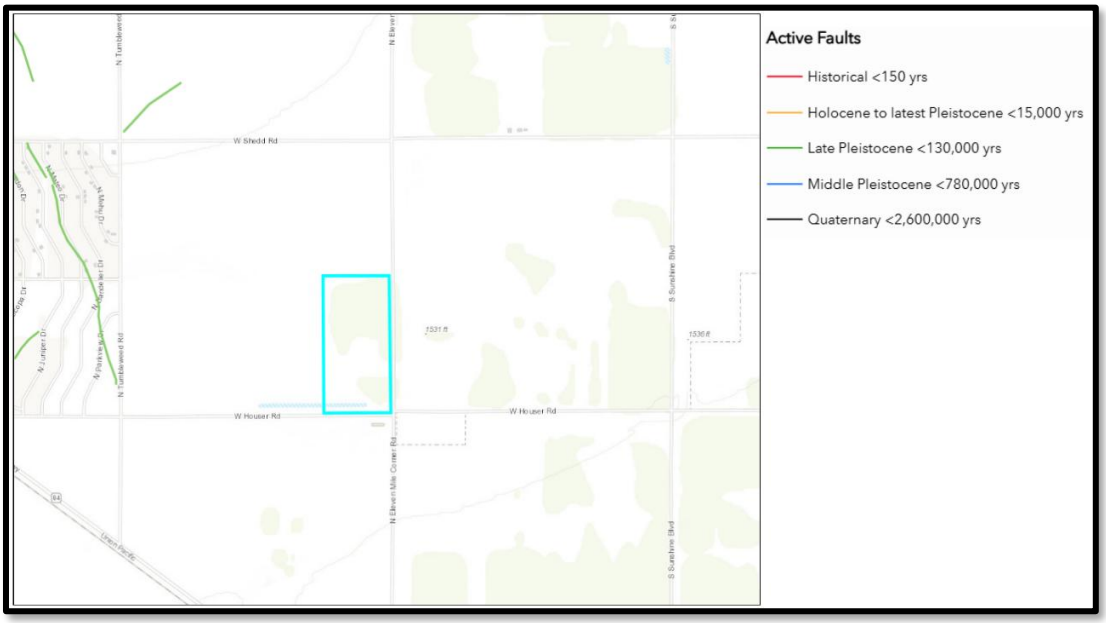
Response: *Thoughtful and effective design for a parcel of this size on a prominent corner of the City is imperative. The proposed GPA and rezone will implement a variety of housing options to foster sound and high-quality neighborhoods using open space and amenities that will help integrate the developments. Possible amenities will include pools, tot lots, and sport courts dispersed through the residential developments ranging from approximately 5-20 du/ac within the single and multifamily residential products. The variety of housing options ranging from single and multifamily residential will also integrate with the proposed neighborhood scale commercial developments. As each parcel of the project moves forward for development it will be assessed through the City of Eloy Site Plan Process. The proposed PAD rezone will address the needs for proper development standards.*

3.6 Environmental Planning Element

3.6.1 Goals

3. Guide growth away from known fissure areas to protect future development and mitigate existing developed areas where development has occurred.

Response: *There are no known fissures on the subject site or in the surrounding area according to the University of Arizona Earth Fissure Study Areas of Arizona.*

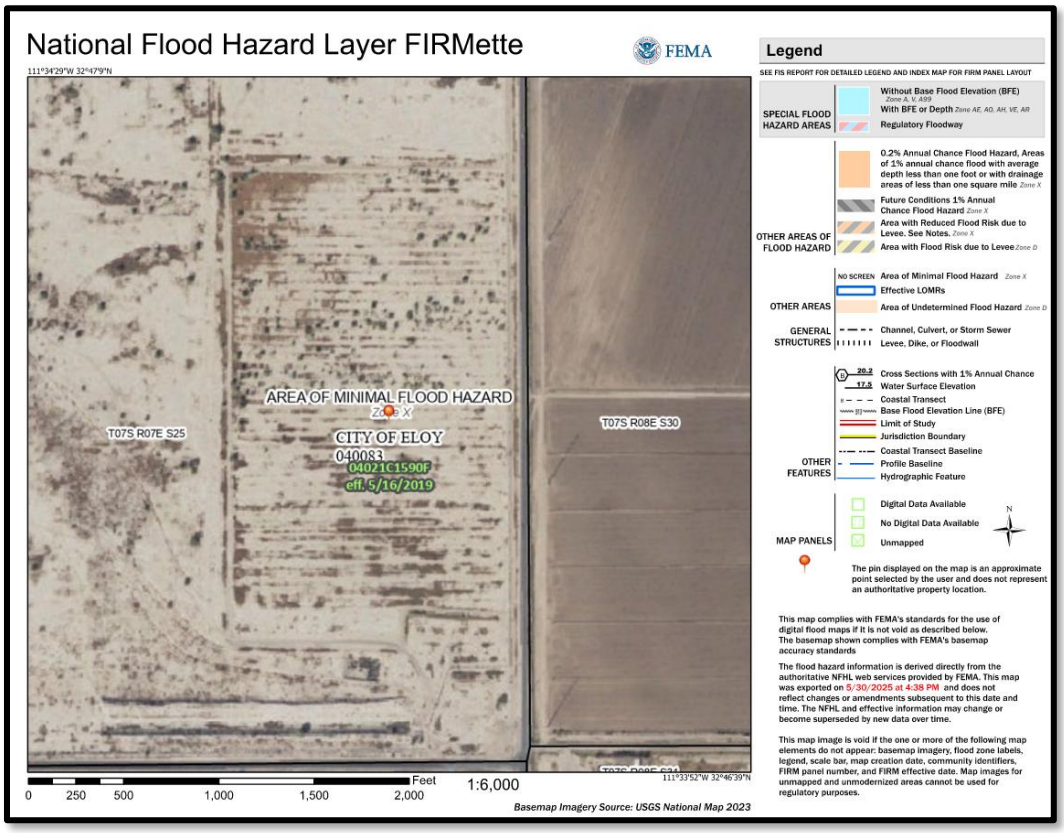


University of Arizona Earth Fissure Study Areas of Arizona

5. Work with the Pinal County Flood Control District to minimize the risk and hazards associated with flooding on existing and future development and human life within the City's floodplains.

Response: *There are no known flood risks or hazards on the subject site. The subject site is also not within any identified floodplain. According to the FEMA National Flood Hazard Layer FIRMette map, published in 2023, the site is entirely designated as Zone X; 0.2% annual chance flood hazard,*

areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile.



FEMA FIRMette Map

3.7 Water Resources Element

3.7.1 Goals

1.
Provide existing and future residents and businesses with a continuous, adequate and clean water supply.

Response: *Extension of the City's backbone water infrastructure will serve not only this development but will help provide continuous and adequate water for properties north of the Santa Rosa Canal.*



4. Carefully evaluate expansions of the City's Water Service Area when it enhances social, economic, and environmental interests.

Response: *Extending water and wastewater services to this area will enhance social interests through the provision of amenities and open spaces in each of the residential developments along with retail and restaurant options that can promote social well-being within the City. Extension of water services will also enhance economic potential as it opens the possibility of additional development while also increasing the tax base for the City through property and sales tax opportunities. Environmental interests will also be enhanced as the extension of water services to this site will not induce urban sprawl, rather it will promote growth within the Sun Corridor, a City designated area for key growth opportunities.*

3.10 Economic Prosperity Element

Section 3.10.1 Goals

1. Create the opportunity for, and successfully attract, quality employers with a focus on diversity and multiple salary levels.

Response: *Companies seeking location or relocation in a community often prioritize areas with a diverse mix of housing. The fruition of the Houser Crossing will assist the City in creating incentives for quality employers offering diverse salary levels to locate in Eloy. Attracting these employers as part of the GPA and rezone will also allow commercial development opportunities on the southern end of the parcel that will provide much needed goods and services for the nearby community. Currently these services are not available for several miles and are limited to retailers such as Dollar General and Family Dollar.*

4. Create a community with adequate infrastructure, utilities, community amenities and housing that will attract new businesses and residents.

Response: *The proposed development of Houser Crossing will provide the necessary roadway improvements, housing products and amenities, utility extensions, and commercial options for the creation of a community that will intrigue new businesses and residents. Houser Road and Eleven Mile Corner Road will conform to the required half-street improvements, single and multifamily housing types will be provided, water & sewer provision will be addressed, and a designated area for neighborhood commercial uses is depicted on the land use plan. The proposed GPA and rezone will indirectly provide a comprehensive approach to help mitigate some of the City's most pressing goals.*

In summary, the proposed General Plan Amendment and companion Rezone application are consistent with the City's adopted planning framework and vision for the future. Houser Crossing transforms an inactive industrial site into a dynamic and connected mixed-use neighborhood that supports housing diversity, improves circulation, strengthens public safety, and promotes economic vitality. By aligning with multiple elements of the Eloy General Plan, it represents a forward-thinking investment that enhances community sustainability and positions the City for balanced, long-term growth.

B. Compatibility with the existing zoning and conforming uses of nearby property and with the character of the neighborhood;

Response: *The proposed zoning is compatible with the surrounding zoning and the established character of the area. Adjacent properties are primarily zoned R1-6 and R-43, supporting single-family residential development at low to moderate densities. The City of Eloy Public Works facility, located south of Houser Road, represents the only non-residential use in the immediate vicinity.*

The proposed zoning provides a logical transition between existing residential neighborhoods and the higher-intensity corridor envisioned along Houser Road, a designated major thoroughfare connecting SR 87 and Interstate 10. Allowing for a mixed density residential options and supporting commercial uses in this location will create a compatible land use pattern that maintains neighborhood character while introducing appropriate activity along a key transportation route.

Future development under the proposed zoning and associated standards will incorporate appropriate building scales, buffering, and access controls to ensure a cohesive interface with adjacent residential areas. Overall, the request is consistent with the surrounding zoning pattern and the City's goals for promoting balanced, context-sensitive growth along Houser Road and 11 Mile Corner Road.

C. Suitability of the subject property for uses *permitted by the proposed zoning district;*

Response: *The subject property is suitable for the range of permitted and conditional uses allowed within the R-3 and C-2 zoning districts, as applied through the PAD Overlay, based on its location, access, infrastructure availability, and compatibility with the surrounding development pattern.*

- ***Location and Access:***
  The property is located at the intersection of two arterial roadways, providing advantageous access to both SR 87 and I-10. This strategic location concentrates traffic along established corridors and supports development that can function as an urban gateway into the City, especially given its proximity to I-10 and Eloy's downtown. The site's frontage and visibility make it appropriate for higher-density residential and complementary commercial uses.
- ***R-3 (Residential) Zoning:***
  The City of Eloy currently has limited residential land available for higher-density or alternative housing types beyond traditional single-family subdivisions. The R-3 designation, combined with the PAD Overlay, allows for a diverse mix of residential options—including single-family detached, horizontal apartments, and garden-style multi-family units. This variety supports the City's housing objectives by providing attainable options for a range of households while maintaining compatibility with nearby residential development.
- ***C-2 (Commercial) Zoning:***
  Houser Road has been identified as a major transportation corridor suitable for community and neighborhood-serving commercial uses. The C-2 zoning designation allows for uses that will serve both the new residential component and provide surrounding neighborhoods services that are currently limited. The placement of commercial uses along Houser Road will create convenient services, reduce local trip lengths, and strengthen the corridor's role as a functional and visual gateway to Eloy.

Given its strategic location, adequate roadway access, and ability to support a complementary mix of residential and commercial development, the subject property is physically and contextually suitable for

the uses permitted under the proposed zoning districts. The PAD Overlay provides the necessary design and performance standards to ensure that future development is compatible with surrounding land uses and consistent with the City's long-term planning goals.

D. Suitability of the subject property for uses permitted by the existing district;

Response: *The property is currently zoned I-1 (Light Industrial Zoning), which is primarily intended for planned industrial centers for corporate offices and indoor manufacturing, and storage uses. While these uses could be placed on the subject property, the City has thoughtfully focused industrial uses near I-10 which is better suited and minimizes potential use conflicts between residential and heavy truck use.*

E. Availability of sewer and water facilities.

Response: *Water and sewer infrastructure is available for this site for the proposed uses but will have to be extended to the property. The City of Eloy has an existing Wastewater Treatment Plant (WWTP) located approximately 0.5 miles south of the subject property.*

There is an existing water line within Houser Road and this development will install a new public water line along the frontage of 11 Mile Corner Road that will serve not only this development but will help ensure continuous and adequate water for properties north of the Santa Rosa Canal.

21-2-7.5: Planned Area Development Overlay Approval Criteria.

A PAD Overlay may be approved when the City Council determines that a proposed PAD would result in a greater benefit to the City as a whole than would development under conventional zoning district regulations and would not adversely affect the existing and/or future permissible uses of adjacent properties. Such greater benefit may include implementation of adopted planning policies/design standards, natural resource preservation/conservation, enhanced provision of utilities, urban design, neighborhood/community amenities or an overall level of increased development quality.

Under Section 21.2-7.1 of the Zoning Ordinance, a PAD overlay is utilized to allow both the City and an applicant flexibility in the application of development standards in exchange for a more creative approach to land planning and building design that could not otherwise achieve their strict adherence to the terms of the ordinance.

Utilizing a PAD overly on R-3 zoning ensures the City receives diversification of residential products by not strictly adhering to traditional multifamily. The PAD Overlay only applies to the R-3 portion of this Rezone Application.

Modifications to the R-3 Development Standards are:

- Permitting Single Family Development
- Reduction of minimum lot size to accommodate Single Family Homes
- Reduction of minimum density to adapt to Single Family, Horizontal Apt./Townhomes

Development Standards	Single Family Residential (Area E on the Conceptual Master Plan)	Horizontal Apt/Patio home/Townhomes Residential (Area D on the Conceptual Master Plan)	PAD Multiple Family Residential (Area C on the Conceptual Master Plan)
Density Range (DU/Net Acre)	Up to 7 DU (10)	6 to 15 DU(10)	10 to 24 DU (10)
Total Gross Acreage Range of Development Area of Product Type	15-25 acres	15-25 acres	15-25 acres
Minimum Lot Area	4,500 SF	Per Note 7	7,000 SF
Minimum Lot Width	45’	-	-
Front	20’ (1)	10 (1)	10’ (1)
Side	5’	10’(8)	10’
Street Side	10’	10’ (1) (2)	10’ (1) (2)
Rear	15’	25’ (3) (4)	25’ (3) (4)
Maximum Lot Coverage	50%	60%	60%
Separation between Buildings	Per Note 9	10’ (5)	10’ (5)
Maximum Building Height (ft.)	36’	40’	40’
PAD Open Space Required	15% of Net (6)	15% of Net (6)	15% of Net (6)

Notes:

1. A setback shall be twenty (20) feet for front entry garages and carports.
2. A minimum fifteen (15) foot interior side setback shall be provided abutting a subdivision tract that is less than ten (10) feet wide where the tract abuts a right-of-way or private street tract. A five (5) foot interior side setback is allowed abutting a subdivision tract that is ten (10) feet wide or greater where the tract abuts a right-of-way or private street tract. The subdivision tract shall be owned by the homeowner association.
3. A ten (10) foot minimum rear yard setback is allowed when abutting a property with Small Lot Residential (R-2).
4. A ten (10) foot minimum rear yard setback is allowed when abutting a property with Multiple Family Residential (R-3).
5. The separation requirement only applies to buildings.
6. The open space requirement is to be provided in a common open space area, and not on individual residential single-family and duplex lots. The area is in addition to any area provided to comply with the lot coverage requirements. The area is calculated based on the total net lot area of the site plan or subdivision plan of the specific development application.
7. Single-family attached minimum lot size: 2,500 sf, excluding condominium developments. All other developments, minimum lot size: 7,000 sf.
8. A zero (0) setback is allowed for when abutting another dwelling unit with a zero setback of an attached single-family dwelling. A five (5) foot side setback shall be provided on the end lot abutting an interior side property line, although when the side property line is a street side

property line, the street side setback requirements shall apply. The end lot contains the last unit on either end of a roll of consecutive attached units on individual lots.

9. The greater of five (5) feet or the separation requirement specified in the Eloy adopted building and fire code at the time of development.
10. The combined minimum density for Areas C, D and E shall be 10 DU/Acre.

This application achieves the following PAD goals established by the Ordinance.

A. To encourage the City's development growth while enhancing the public health, safety, and general welfare;

Response: *The proposed rezoning from Light Industrial to R-3 (Multifamily Residential) and C-2 (General Commercial) supports the City's goal of encouraging thoughtful development and managed growth while enhancing the overall health, safety, and welfare of the community.*

By transitioning the site from an underutilized industrial designation to residential and commercial uses, the property can contribute more meaningfully to the City's growth objectives. The proposed mix of zoning districts and uses creates opportunities for new housing, open spaces and local services in a well-connected area, supporting economic development, community livability and quality of life for residents.

Replacing industrial zoning eliminates potential conflicts that can arise from heavy traffic, noise, or outdoor operations, and instead introduces land uses that are compatible with the surrounding area. Multifamily housing within the R-3 district will help meet the growing need for workforce and attainable housing, allowing residents to live closer to employment, schools, and services. The C-2 zoning complements this by encouraging neighborhood-scale commercial and services that provide daily conveniences and reduce the need for longer vehicle trips.

Together, these zoning designations establish a balanced, human-scale development pattern that aligns with Eloy's long-term vision for safe, healthy, and vibrant neighborhoods. The proposal reflects a forward-looking investment in the community's future—one that supports growth while enhancing the quality of life for current and future residents.

B. To encourage innovations in residential, commercial, and industrial development to assist in expanding opportunities for diverse choices of housing, recreation, shopping and employment to Eloy residents, workers and visitors;

Response: *The proposed PAD overlay encourages innovation by allowing a mix of residential and commercial uses that expand housing and service opportunities for Eloy residents. By permitting single-family homes within the R-3 district, the PAD introduces a flexible approach that responds to current market needs while maintaining the intent of higher-density residential development in a designated growth area.*

This flexibility promotes a variety of housing types—ranging from single-family detached to multifamily—creating options for different income levels and household sizes. The inclusion of C-2 zoning complements the residential area by providing nearby shopping, dining, and service opportunities, supporting a complete neighborhood environment.

Together, these elements create an innovative community framework that broadens housing choice, enhances daily convenience, and contributes to the City's goal of providing diverse living, employment, and recreational opportunities for residents, workers and visitors alike.

C. To reflect enhanced community sustainability and economic health in the design and construction of future development;

Response: *The proposed PAD overlay supports enhanced community sustainability and economic health by promoting a balanced mix of residential and commercial uses that make efficient use of existing infrastructure and available land. Allowing single-family development within the R-3 district encourages a variety of housing types within a cohesive neighborhood framework, helping to meet diverse housing needs and support long-term population stability.*

The integration of C-2 commercial development further strengthens economic vitality by providing nearby goods, services, and employment opportunities, reducing the need for extended travel and supporting local business activity.

This project will convert vacant land into a vibrant living and gathering node in the heart of Eloy and enhance other near- and long-term development in the area. The revenues produced by the project are significant in terms of a one-time construction sales tax as well as annually through property taxes. This will create a sustainable source of new revenue for the City and convert vacant land into an economic engine for Eloy.

D. To encourage a more creative and compact approach in the utilization of land and resources in order to accomplish a more efficient, aesthetic, and sustainable development which may be characterized by special features of the geography, topography, size or shape of a particular property; and

Response: *The PAD overlay allows for a creative and efficient use of the site's unique characteristics by integrating multiple housing types associated open spaces and complementary commercial uses within a cohesive plan. The property's configuration and location along two arterial corridors present an opportunity to establish a compact, well-connected development that maximizes access and visibility while minimizing infrastructure redundancy.*

By combining higher-density multifamily with smaller detached single-family homes, the PAD achieves a balance between intensity and livability. This compact design promotes walkability, efficient use of utilities, and the clustering of homes to preserve open space and visual continuity. The parcel's vast size provides the opportunity to diversify uses and intensities, and the parcel's rectangular shape allows for efficient design while incorporating aesthetic considerations simultaneously.

The inclusion of neighborhood-scale commercial uses along key frontages further enhances efficiency by creating a land use pattern that supports nearby residents, reduces vehicle trips, and encourages an attractive, sustainable development form. Collectively, these design choices demonstrate a thoughtful, creative response to the site's geography, ample size and the City's goals for efficient and high-quality growth.

E. To provide a compatible and stable developed environment, in harmony with the Sonoran Desert.
Response: *The property is currently vacant with minimal scrub vegetation onsite. Any new vegetative landscape materials will be low-water and/or drought tolerant to ensure an appropriate transition from nearby undisturbed land and this property.*

As depicted in the supporting statements above, the proposed rezone is thoughtfully designed to ensure compatibility with the community, current and future. Houser Crossing ensures the safe and efficient flow of both vehicle and pedestrian traffic along W Houser Road and 11 Mile Corner Road with the proposed realignment of W Houser Road.

The development will offer a range of residential housing options, including single-family detached and multi-family neighborhood areas alongside commercial options for residents. All residential structures will conform to the City of Eloy's setback and development standards, except where modified by the PAD Overlay, ensuring consistency with municipal regulations. Ongoing coordination with the City will also ensure any substantial negative impacts are resolved prior to any approvals.

Reasons to Support this Rezoning

- ✓ *Aligns with the City's Strategic Vision and RFP Goals*
- ✓ *Provides Critical Infrastructure and Long-Term Public Benefit*
- ✓ *Provides diversification in existing City housing stock*
- ✓ *Supports Eloy's economy by providing homes for future employees*
- ✓ *Demonstrates a Public-Private Partnership*

Conclusion

Eloy Community Development Partners, LLC is committed to crafting a vibrant and engaging community. They have carefully integrated commercial development with multiple residential options to create a desirable living and working environment. We are respectfully asking for support and approval of this Rezoning application.



Exhibit A

"RZPAD2025-004: Houser Crossing Development Plan"

Houser Crossing Development Plan

Project Team

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Case No. RZPAD2025-004
Staff Date: July 13, 2026

Introduction

In support of the proposed Rezoning application, the following Development Plan outlines the permitted uses and development standards under a Planned Area Development Overlay designation. The purpose of this Planned Area Development Overlay is to provide a flexible approach to support a companion Rezoning application.

The Rezoning application requests amending the site from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial District (C-2) with Planned Area Development (PAD) Overlay to allow flexibility for development. The northwest corner of the site falls within the AO-1 (Airport Overlay) which is applied in addition to the underlying zoning.

As each component of Houser Crossing comes forward, it will comply with the specific site plan or subdivision zoning and development criteria. The purpose of this PAD is to memorialize any deviations from the City of Eloy Zoning Code.

Planned Area Development Overlay

Under Section 21.2-7.2 of the Zoning Ordinance, a PAD Overlay allows both the City and an applicant to negotiate enhanced flexibility in permitted uses and in the application of development standards resulting in a more creative approach to development that could not otherwise be achieved through strict adherence to the Zoning Ordinance. In this case, the PAD Overlay is used to provide more modern development standards for a mix of housing options while also allowing flexibility in the configuration of residential parcels and distribution of open throughout the project.

This PAD Overlay provides the flexibility necessary to deliver an innovative residential and commercial environment. This rezoning allows for a more creative and efficient approach to site planning than traditional zoning, enabling a blend of residential unit types and densities strategically distributed across the site. This PAD supports the City's vision for managed growth within its designated Growth Areas.

Permitted Uses

Unless otherwise modified herein, permitted, conditional and accessory uses shall comply with the City of Eloy Zoning Ordinance use allowances and limitations of the base/underlying zoning.

Project Development Standards and General Provisions

As reflected in the table below, the development standards for Houser Crossing have been created to facilitate unique residential development. The proposed development standards for single and multifamily residences will provide flexibility to create a diverse community. Where the PAD is silent on a standard, the zoning ordinance shall govern. When there is a conflict between the PAD and the zoning ordinance, the PAD shall prevail.

Residential

Development Standards	Single Family Residential (Area E on the Conceptual Master Plan)	Horizontal Apt/Patio home/Townhomes Residential (Area D on the Conceptual Master Plan)	PAD Multiple Family Residential (Area C on the Conceptual Master Plan)
Density Range (DU/Net Acre)	Up to 7 DU (10)	6 to 15 DU(10)	10 to 24 DU (10)
Total Gross Acreage Range of Development Area of Product Type	15-25 acres	15-25 acres	15-25 acres
Minimum Lot Area	4,500 SF	Per Note 7	7,000 SF
Minimum Lot Width	45’	-	-
Front	20’ (1)	10 (1)	10’ (1)
Side	5’	10’(8)	10’
Street Side	10’	10’ (1) (2)	10’ (1) (2)
Rear	15’	25’ (3) (4)	25’ (3) (4)
Maximum Lot Coverage	50%	60%	60%
Separation between Buildings	Per Note 9	10’ (5)	10’ (5)
Maximum Building Height (ft.)	36’	40’	40’
PAD Open Space Required	15% of Net (6)	15% of Net (6)	15% of Net (6)

Notes:

1. A setback shall be twenty (20) feet for front entry garages and carports.
2. A minimum fifteen (15) foot interior side setback shall be provided abutting a subdivision tract that is less than ten (10) feet wide where the tract abuts a right-of-way or private street tract. A five (5) foot interior side setback is allowed abutting a subdivision tract that is ten (10) feet wide or greater where the tract abuts a right-of-way or private street tract. The subdivision tract shall be owned by the homeowner association.
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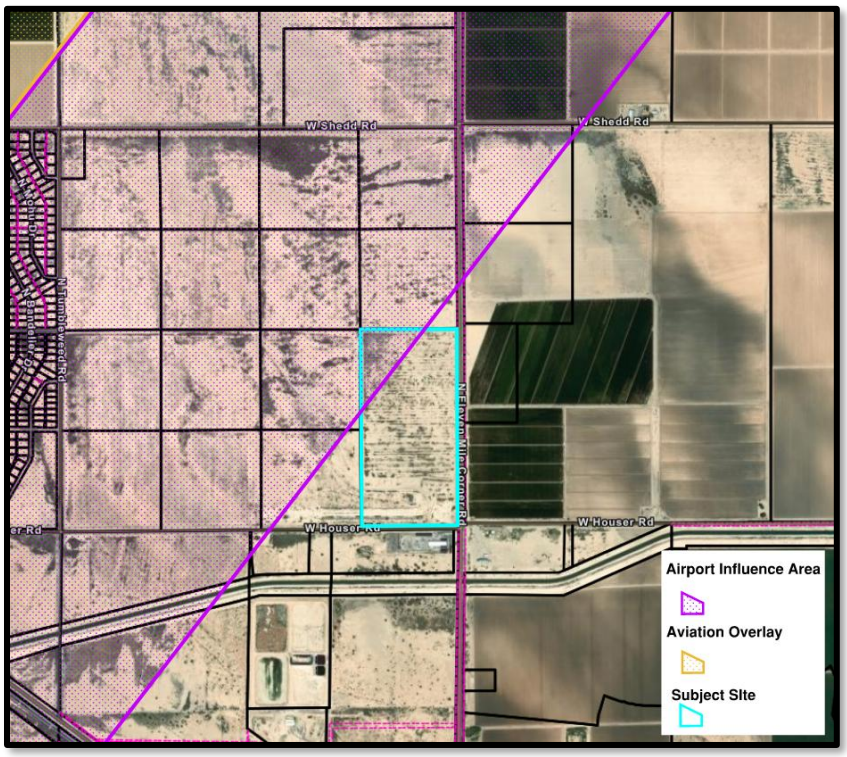
8. A zero (0) setback is allowed for when abutting another dwelling unit with a zero setback of an attached single-family dwelling. A five (5) foot side setback shall be provided on the end

lot abutting an interior side property line, although when the side property line is a street side property line, the street side setback requirements shall apply. The end lot contains the last unit on either end of a roll of consecutive attached units on individual lots.

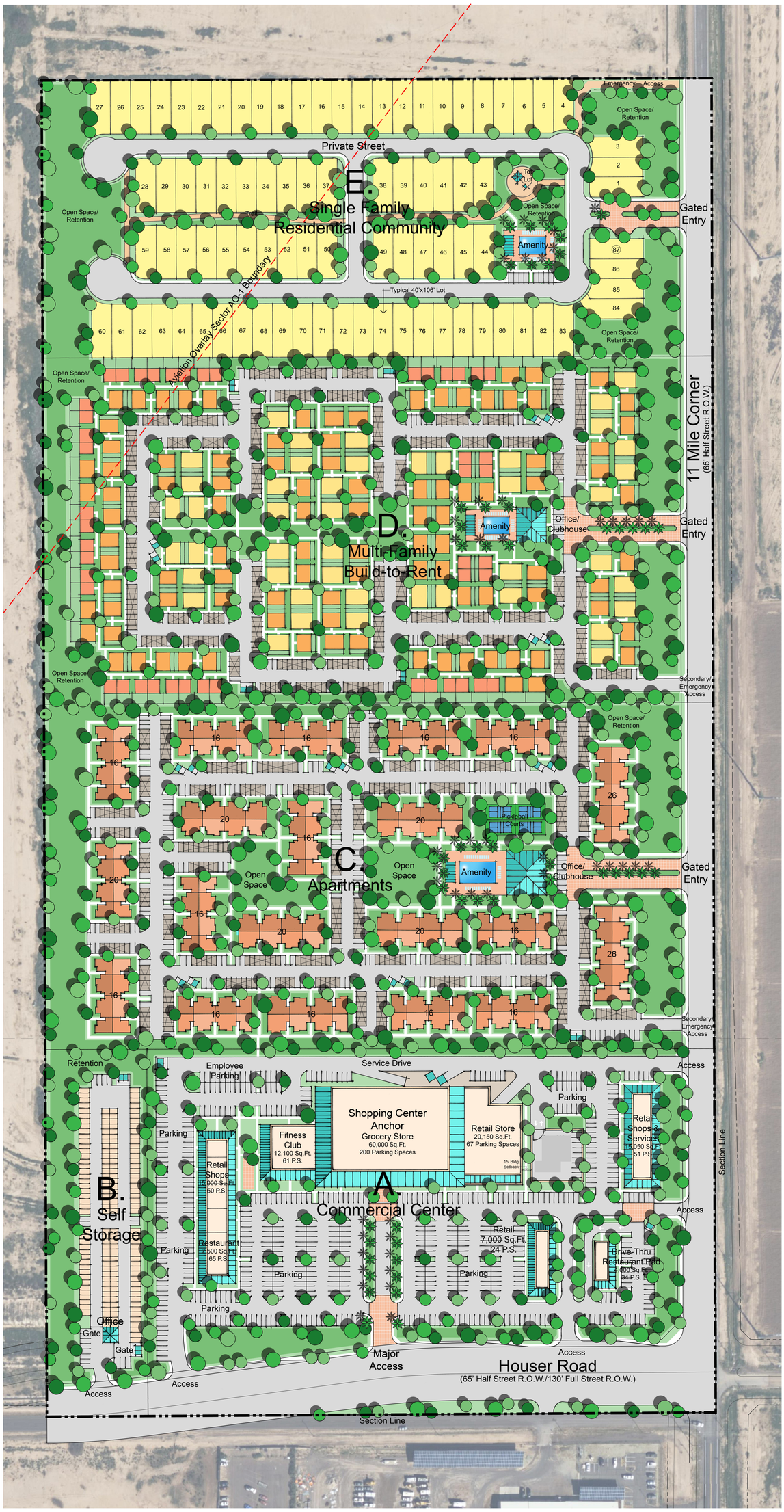
9. The greater of five (5) feet or the separation requirement specified in the Eloy adopted building and fire code at the time of development.
10. The combined minimum density for Areas C, D and E shall be 10 DU/Acre.

Avigation Overlay

The Avigation Overlay Zone's Airport Influence Area will be retained with this application over the property that it currently applies to. All developments within the Avigation Overlay zone's Airport Influence Area shall comply with the applicable requirements zone.



Airport Influence Area



Conceptual Plan Data:

Parcel:	Approx.Net Ac:	Proposed Use:	Units/Lots:	Lot Size:	DU/Net Ac:
A.	14.6	Commercial Center	N/A	N/A	N/A
B.	3.0	Self-Storage	N/A	N/A	N/A
C.	19.9	Multi-Family Apts.	360	N/A	18.09
D.	20.0	Multi-Family B.T.R.	190	N/A	9.50
E.	16.0	SFR Community	87	40x106'	5.44
Totals:	73.5		637		8.67

Note: This plan is conceptual and subject to revision based on additional site studies and agency review & approval. All calculations are appoximate. Net acreage calculation excludes future Houser Road and 11 Mile Corner street rights-of-ways. Not for construction.

Multi-Family Unit Mix:

Parcel C: 1-Bedroom = 124 (34%)
2-Bedroom = 200 (56%)
3-Bedroom = 36 (10%)
Total: 360 (100%)

Parcel D: 1-Bedroom = 46 (24%)
2-Bedroom = 99 (52%)
3-Bedroom = 45 (24%)
Total: 190 (100%)

Parking:

Parcel:	Required Spaces:
A.	552
B.	5
C.	558
D.	308
E.	174 (2/Lot)

Note: Parking requirements based on use per City of Eloy Zoning Ordinance.

RVi
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Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

HOUSER CROSSING • **CONCEPTUAL MASTER PLAN**

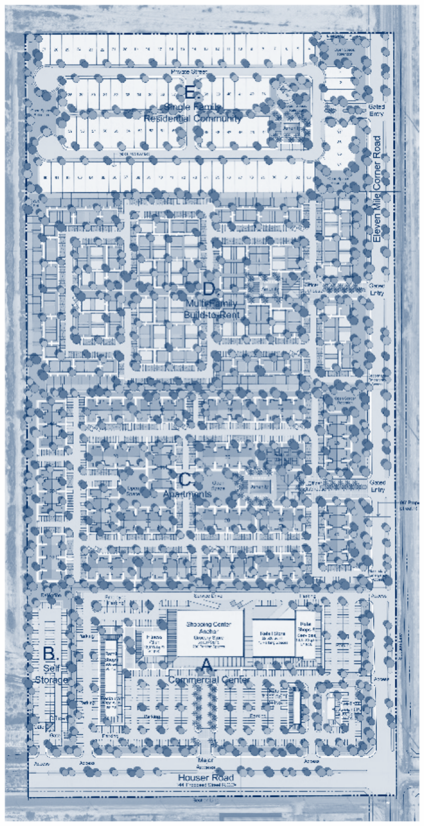
ELOY, ARIZONA
NOVEMBER 18, 2025
RVI23006913
ELOY DEVELOPMENT PARTNERS III, LLC

0 25' 50' 100'
SCALE: 1" = 50'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Houser Crossing

Traffic Impact Analysis – Category IIb



Prepared for:

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Project Number: 25.5834
November 20, 2025

STAFF DATE: FEBRUARY 18, 2026
RZPAD2025-004

TABLE OF CONTENTS:

1. Introduction and Executive Summary 1
1.1. Purpose of Report and Study Objectives 1
1.2. Executive Summary 2
2. Proposed Development 7
3. Area Conditions 11
3.1. Study Roadway Segments 11
3.2. Study Intersections 12
3.3. Crash History 13
3.4. Study Area Land Use 15
3.5. Site Accessibility 15
4. Existing Conditions 17
4.1. Existing Land Use 17
4.2. Existing Traffic Counts 17
4.3. Existing Capacity Analysis 19
5. Projected Traffic 21
5.1. Trip Generation 21
5.1.1. Phase 1 21
5.1.2. Phase 2 22
5.1.3. Full Buildout 23
5.2. Trip Distribution and Assignment 23
6. Future Conditions (Year 2028 – Phase 1 Opening Year) 29
6.1. Year 2028 Roadway Network 29
6.2. Year 2028 Background Traffic Volumes 29
6.3. Year 2028 Build Traffic Volumes 29
6.4. Year 2028 Capacity Analysis 30
7. Future Conditions (Year 2033 – Phase 2 Opening Year) 35
7.1. Year 2033 Roadway Network 35
7.2. Year 2033 Background Traffic Volumes 35
7.3. Year 2033 Build Traffic Volumes 35
7.4. Year 2033 Capacity Analysis 36
8. Future Conditions (Year 2038 – 10 Years After Opening) 41
8.1. Year 2038 Background Traffic Volumes 41
8.2. Year 2038 Build Traffic Volumes 41
8.3. Year 2038 Capacity Analysis 41
9. Queue Analysis 46
10. Recommendations & Conclusions 47

FIGURES:

Figure 1 – Vicinity Map 9
Figure 2 – Site Plan 10
Figure 3 – Study Area 16
Figure 4 – Existing Traffic Volumes 18
Figure 5 – Existing Capacity Analysis 20
Figure 6 – Trip Distribution 25
Figure 7 – Phase 1 Site Traffic Volumes 26
Figure 8 – Phase 2 Site Traffic Volumes 27
Figure 9 – Total Site Traffic Volumes 28
Figure 10 – Year 2028 Background Traffic Volumes 31
Figure 11 – Year 2028 Build Traffic Volumes 32
Figure 12 – Year 2028 No Build Capacity Analysis 33
Figure 13 – Year 2028 Build Capacity Analysis 34
Figure 14 – Year 2033 Background Traffic Volumes 37
Figure 15 – Year 2033 Build Traffic Volumes 38
Figure 16 – Year 2033 No Build Capacity Analysis 39
Figure 17 – Year 2033 Build Capacity Analysis 40
Figure 18 – Year 2038 Background Traffic Volumes 42
Figure 19 – Year 2038 Build Traffic Volumes 43
Figure 20 – Year 2038 No Build Capacity Analysis 44
Figure 21 – Year 2038 Build Capacity Analysis 45

TABLES:

Table 1 – Level of Service Criteria 19
Table 2 – Trip Generation – Phase 1 21
Table 3 – Trip Generation – Phase 2 23
Table 4 – Trip Generation – Full Buildout 23
Table 5 – Queue Analysis 46

APPENDICES:

Appendix A – Proposed Site Plan ..... A
Appendix B – Crash Data ..... B
Appendix C – Parcel Information C
Appendix D – Traffic Count Data ..... D
Appendix E – Existing Capacity Analysis ..... E
Appendix F – Trip Generation ..... F
Appendix G – MAG Socioeconomic Projections ..... G

Appendix H – Year 2028 No Build Capacity Analysis ..... H
Appendix I – Year 2028 Build Capacity Analysis I
Appendix J – Year 2033 No Build Capacity Analysis ..... J
Appendix K – Year 2033 Build Capacity Analysis ..... K
Appendix L – Year 2038 No Build Capacity Analysis L
Appendix M – Year 2038 Build Capacity Analysis ..... M

1. INTRODUCTION AND EXECUTIVE SUMMARY

1.1. PURPOSE OF REPORT AND STUDY OBJECTIVES

Lōkahi, LLC (Lōkahi) was retained by Bowman to complete a Traffic Impact Analysis (TIA) – Category IIb for the proposed Houser Crossing development. The development is located on the northwest corner (NWC) of Eleven Mile Corner Road and Houser Road in the City of Eloy, Arizona. The proposed Houser Crossing Development will be built in two phases. Phase 1 will open in 2028 and include residential land use. Phase 2 will open in 2033 and includes commercial land use. The objective of this Traffic Impact Study is to analyze the traffic related impacts of the proposed development to the adjacent roadway network. See **Figure 1** for the vicinity map.

This Traffic Impact Study includes:

- Crash History Analysis
- Level of service analysis for the existing conditions weekday AM and PM peak hours
- Trip generation for the proposed development
- Level of service analysis for the Phase 1 opening year (2028) weekday AM and PM peak hours
- Level of service analysis for the Phase 2 opening year and 5 year after opening (2033) weekday AM and PM peak hours
- Level of service analysis 10 years after the opening year (2038) for the weekday AM and PM peak hours
- Queue Analysis

The following are the twenty (20) intersections included in this study:

- Shedd Road and Tumbleweed Road (1) – Existing
- Shedd Road and Eleven Mile Corner Road (2) – Existing
- Houser Road and Frontier Street (3) – Existing
- Houser Road and Tumbleweed Road (4) – Existing
- Houser Road and Eleven Mile Corner Road (5) – Existing
- Frontier Street and Tumbleweed Road (6) – Existing
- Battaglia Road and Frontier Street (7) – Existing
- Battaglia Road and Eleven Mile Corner Road (8) – Existing
- Frontier Street and Eleven Mile Corner Road (9) – Existing
- Eleven Mile Corner Road and Driveway A (10) – *Proposed*
- Eleven Mile Corner Road and Driveway B (11) – *Proposed*
- Eleven Mile Corner Road and Driveway C (12) – *Proposed*
- Eleven Mile Corner Road and Driveway D (13) – *Proposed*
- Eleven Mile Corner Road and Driveway E (14) – *Proposed*

- Eleven Mile Corner Road and Driveway F (15) – *Proposed*
- Eleven Mile Corner Road and Driveway G (16) – *Proposed*
- Houser Road and Driveway H (17) – *Proposed*
- Houser Road and Driveway I (18) – *Proposed*
- Houser Road and Driveway J (19) – *Proposed*
- Houser Road and Driveway K (20) – *Proposed*

1.2. EXECUTIVE SUMMARY

This report presents the analysis and results of a TIS prepared for the proposed Houser Crossing development, located on the northwest corner (NWC) of Eleven Mile Corner Road and Houser Road in the City of Eloy, Arizona. For the purposes of this report, it was assumed that the proposed multi-use development will be opened and completed in two phases, Phase 1 in 2028 and Phase 2 in 2033.

The following land uses are anticipated:

- Phase 1 – *Year 2028*
  - Multi-Family Housing 360 DU
  - Single-Family Attached Housing 190 DU
  - Single-Family Detached Housing 87 DU

- Phase 2 – *Year 2033*
  - Grocery Store 60,000 SF
  - Fitness Club 12,100 SF
  - Retail 60,650 SF
  - Sit-Down Restaurant 7,500 SF
  - Drive-Through Restaurant 4,000 SF
  - Self-Storage 130 Storage Units

Existing Capacity Analysis

The AM and PM peak hour existing conditions capacity analysis was completed for nine (9) existing study intersections. All movements at the study intersections operate at a LOS C or better.

Trip Generation

The proposed Houser Crossing development is anticipated to generate 18,318 trips during the weekday, 803 trips during the AM peak hour, and 1,677 trips during the PM peak hour.

Trip Generation – Proposed Development

Land Use		ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
					Total	Total	In	Out	Total	In	Out
Pad A	Shopping Plaza (40-150k) (w/ Supermarket)	821	144.3	1000 Sq Ft GFA	13,630	509	316	193	1,303	638	665
Pad B	Mini-Warehouse	151	1.3	Storage Units (100s)	20	1	1	0	2	1	1
Pad C	Multifamily Housing (Low-Rise)	220	360	Dwelling Units	2,383	134	32	102	175	110	65
Pad D	Single-Family Attached Housing	215	190	Dwelling Units	1,397	93	23	70	110	65	45
Pad E	Single-Family Detached Housing	210	87	Dwelling Units	888	66	17	49	87	55	32
				Total Trips	18,318	803	389	414	1,677	869	808

Future Conditions

Future capacity analyses were completed without and with the build-out of the proposed Houser Crossing development for the Phase 1 opening year, Phase 2 opening year or 5 year after opening year, and 10 years after the opening year. Utilizing Maricopa Associations of Governments (MAG) socioeconomic projections for the City of Eloy within the study area (RAZ 386), existing traffic volumes were grown by an annual growth rate of 2.17% to determine the background traffic volumes of the years 2028, 2033, and 2038.

Year 2028 – Phase 1

A capacity analysis was completed for both the AM and PM peak hours for the year 2028. The year 2028 AM and PM peak hour level of service for the study intersections without and with the build-out of the proposed development are shown in **Figure 12** and **Figure 13**, respectively.

Year 2033 – Phase 2 or 5 years after Opening Year

A capacity analysis was completed for both the AM and PM peak hours for the year 2033. The year 2033 AM and PM peak hour level of service for the study intersections without and with the build-out of the proposed development are shown in **Figure 16** and **Figure 17**, respectively.

Year 2038 – 10 years after Opening Year

A capacity analysis was completed for both the AM and PM peak hours for the year 2038. The year 2038 AM and PM peak hour level of service for the study intersections without and with the build-out of the proposed development are shown in **Figure 20** and **Figure 21**, respectively.

Recommendations

Year 2028 (Phase 1) Improvements

The following are the recommendations with the build out of Phase 1 of the proposed Houser Crossing development:

Eleven Mile Corner Road

Eleven Mile Corner Road is classified as a major arterial roadway. Per the City of Eloy Standard Details, major arterials provide three (3) through lanes in each direction of travel with a raised median.

Based on this classification, the developer will construct half-street improvements along the project frontage. As a result, Eleven Mile Corner Road will be widened to provide three (3) southbound through lanes adjacent to the site. Although the pavement for three (3) lanes will be provided, the street will remain striped for one (1) lane until additional capacity is necessary or until the surrounding roadway network is complete.

Eleven Mile Corner Road and Driveway A (10) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway B (11) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway C (12) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) right turn lane. A dedicated right turn lane will be constructed on the southbound approach. This driveway is right-in, right-out.

Eleven Mile Corner Road and Driveway D (13) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway E (14) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) right turn lane. A dedicated right turn lane will be constructed on the southbound approach. This driveway is right-in, right-out.

Year 2033 (Phase 2) Improvements

The following are the intersection improvements planned with the proposed Houser Crossing Phase 2 build out:

Houser Road

Houser Road is classified as a major arterial roadway. Per the *City of Eloy Standard Details*, major arterials provide three (3) through lanes in each direction of travel with a raised median.

Based on this classification, the developer will construct half-street improvements along the project frontage. As a result, Houser Road will be widened to provide three (3) westbound through lanes adjacent to the site. Although the pavement for three (3) lanes will be provided, the street will remain striped for one (1) lane until additional capacity is necessary or until the surrounding roadway network is complete.

Houser Road and Tumbleweed Road (4)

To mitigate the poor level of service, the intersection of Houser Road and Tumbleweed Road (4) could be converted to all-way stop controlled.

Houser Road and Eleven Mile Corner Road (5)

Per the development agreement for the proposed development, a traffic signal will be installed at the intersection of Houser Road and Eleven Mile Corner Road (5). The timing of the installation of the signal will be determined.

To mitigate the poor level of service, the intersection of Houser Road and Eleven Mile Corner Road (5) could be converted to all-way stop controlled.

The developer will construct a dedicated eastbound left turn lane with 90 feet of storage.

Battaglia Road and Frontier Street (7)

To mitigate the poor level of service, the intersection of Battaglia Road and Frontier Street (7) could be converted to all-way stop controlled.

Battaglia Road and Eleven Mile Corner Road (8)

To mitigate the poor level of service the intersection of Battaglia Road and Eleven Mile Corner Road (8) could be converted to all-way stop controlled.

Eleven Mile Corner Road and Driveway F (15) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway G (16) – ***EB Stop-Controlled Intersection***
The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Houser Road and Driveway H (17) – ***SB Stop-Controlled Intersection***
The southbound approach will be stop-controlled and will provide one (1) right turn lane. This driveway is right-in, right-out.

Houser Road and Driveway I (18) – ***SB Stop-Controlled Intersection***
The southbound approach will be stop-controlled and provide one (1) shared left-right turn lane. A dedicated left-turn lane with 90 feet of storage will be constructed on the eastbound approach. This driveway is full access.

Houser Road and Driveway J (19) – ***SB Stop-Controlled Intersection***
The southbound approach will be stop-controlled and will provide one (1) right turn lane. This driveway is right-in, right-out.

Houser Road and Driveway K (20) – ***SB Stop-Controlled Intersection***
The southbound approach will be stop-controlled and provide one (1) shared left-right turn lane. This driveway is full access.

2. PROPOSED DEVELOPMENT

The proposed development is located on the northwest corner (NWC) of Houser Road and Eleven Mile Corner Road in the City of Eloy, Arizona. See **Figure 1** for a vicinity map.

The proposed Houser Crossing development will be completed in two (2) phases.

The following land uses are anticipated:

- Phase 1 – *Year 2028*
  - Multi-Family Housing 360 DU
  - Single-Family Attached Housing 190 DU
  - Single-Family Detached Housing 87 DU

- Phase 2 – *Year 2033*
  - Grocery Store 60,000 SF
  - Fitness Club 12,100 SF
  - Retail 60,650 SF
  - Sit-Down Restaurant 7,500 SF
  - Drive-Through Restaurant 4,000 SF
  - Self-Storage 130 Storage Units

For the purpose of this report, it is assumed that Phase 1 will open in 2028 and Phase 2 will open in 2033.

At build out, there will be eleven (11) proposed access points to the Houser Crossing development, with four (4) access points located along Houser Road and seven (7) access points located along Eleven Mile Corner Road.

Driveway A (10) is located along Eleven Mile Corner Road, approximately 2,300 feet (ft) north of Houser Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be the main access to the single family residential community.

Driveway B (11) is located along Eleven Mile Corner Road, approximately 1,675 ft north of Houser Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be the main access to the multi-family build to rent community.

Driveway C (12) is located along Eleven Mile Corner Road, approximately 1,365 ft north of Houser Road (measured center to center). This will be a limited access driveway, allowing right-in and right-out (RIRO) movements. This will be the secondary access to the multi-family build to rent community.

Driveway D (13) is located along Eleven Mile Corner Road, approximately 995 ft north of Houser Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be the primary access to the apartments.

Driveway E (14) is located along Eleven Mile Corner Road, approximately 695 ft north of Houser Road (measured center to center). This will be a limited access driveway, allowing RIRO movements. This will be the secondary access to the apartments.

Driveway F (15) is located along Eleven Mile Corner Road, approximately 620 ft north of Houser Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be an access to the proposed commercial portion of the development.

Driveway G (16) is located along Eleven Mile Corner Road, approximately 325 ft north of Houser Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be an access to the proposed commercial portion of the development.

Driveway H (17) is located along Houser Road, approximately 260 ft west of Eleven Mile Corner Road (measured center to center). This will be a limited access driveway, allowing RIRO movements. This will be a limited access to the proposed commercial portion of the development.

Driveway I (18) is located along Houser Road, approximately 630 ft west of Eleven Mile Corner Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be an access to the proposed commercial portion of the development.

Driveway J (19) is located along Houser Road, approximately 1,040 ft west of Eleven Mile Corner Road (measured center to center). This will be a limited access driveway, allowing RIRO movements. This will be a limited access to the proposed commercial portion of the development.

Driveway K (20) is located along Houser Road, approximately 1,190 ft west of Eleven Mile Corner Road (measured center to center). This will be a full-access driveway, allowing all movements into and out of the site. This will be an access to the self storage facility.

Additionally, there is an emergency access located along Eleven Mile Corner Road, approximately 2,560 feet north of Houser Road (measured center to center). This will be a limited access driveway, allowing RIRO movements exclusively for emergency vehicles.

See **Figure 2** and **Appendix A** for the proposed site plan.

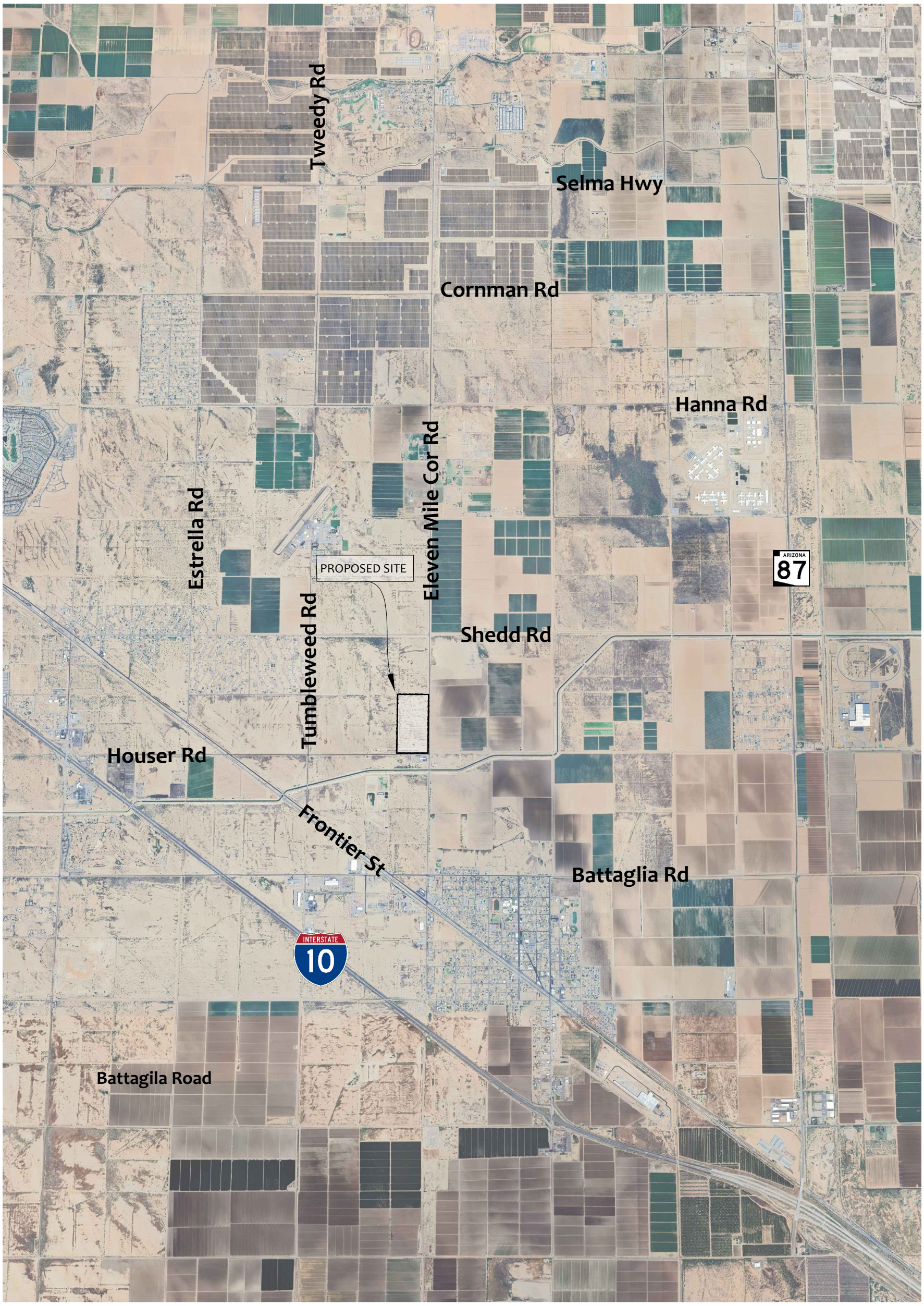


FIGURE 1 | VICINITY MAP



FIGURE 2 | SITE PLAN

3. AREA CONDITIONS

The study area is located in the City of Eloy, Arizona. **Sections 3.1** and **3.2** provide detailed descriptions of the study roadway segments and intersections. See **Figure 3** for the study area.

3.1. STUDY ROADWAY SEGMENTS

Tumbleweed Road is a north-south undivided roadway providing one (1) lane in each direction of travel. The *Arizona Department of Transportation (ADOT) Traffic Data Management System (TDMS)* reports an annual average daily traffic (AADT) of 890 vpd along Tumbleweed Road, north of Shedd Road in 2024. There is a posted speed limit of 45 miles per hour (mph).

Shedd Road is an east-west undivided roadway providing one (1) lane in each direction of travel. The *City of Eloy General Plan Readoption,* dated May 11, 2020, classifies Shedd Road as a minor arterial within the study area. The *ADOT TDMS* reports an AADT of 578 vpd along Shedd Road, between Eleven Mile Corner Road and Tumbleweed Road in 2024. There is a posted speed limit of 35 mph.

Battaglia Road is an east-west undivided roadway providing one (1) lane in each direction of travel. The *City of Eloy General Plan Readoption,* dated May 11, 2020, classifies Battaglia Road as a major arterial within the study area. The *ADOT TDMS* reports an AADT of 2,461 vpd along Battaglia Road, between Eleven Mile Corner Road and Frontier Street in 2024. There is a posted speed limit of 35 mph.

Frontier Street is a northwest-southeast roadway within the study area. East of Eleven Mile Corner Road, Frontier Street provides two (2) lanes in each direction of travel, divided with a raised landscaped median. West of Eleven Mile Corner Road, Frontier Street is generally undivided with segments of a two-way left turn lane (TWLTL) median and provides one (1) travel lane in each direction of travel. The *City of Eloy General Plan Readoption,* dated May 11, 2020, classifies Frontier Street as a major arterial within the study area. The *ADOT TDMS* reports an AADT of 4,475 vpd along Frontier Street, between Eleven Mile Corner Road and Tumbleweed Road in 2024. There is a posted speed limit of 45 mph.

Eleven Mile Corner Road is a north-south undivided roadway providing one (1) lane in each direction of travel. The *City of Eloy General Plan Readoption,* dated May 11, 2020, classifies Eleven Mile Corner Road as a major arterial within the study area. A local data collection firm, All Traffic Data Services, LLC, recorded traffic counts on Tuesday, July 29, 2025, and reported an average daily traffic (ADT) of 1,860 vpd with 928 northbound vpd and 932 southbound vpd along Eleven Mile Corner Road, north of Houser Road. There is a posted speed limit of 50 mph.

Houser Road is an east-west undivided roadway that provides one (1) lane of travel in each direction. Houser Road is unpaved from the Eleven Mile Corner Road to just west of Sorrel Road.

The *City of Eloy General Plan Readoption*, dated May 11, 2020, classifies Houser Road as a major arterial within the study area. A local data collection firm, All Traffic Data Services, LLC, recorded traffic counts on Tuesday, July 29, 2025, and reported an ADT of 342 vpd with 177 eastbound vpd and 165 westbound vpd along Houser Road, south of Eleven Mile Corner Road. There is a posted speed limit of 45 mph.

3.2. STUDY INTERSECTIONS

Shedd Road and Tumbleweed Road (1) currently operates as an all-way stop-controlled intersection. Each approach provides one (1) shared left-through-right turn lane.

Shedd Road and Eleven Mile Corner Road (2) currently operates as a two-way stop-controlled intersection with stop controls on the east and westbound approaches. The east and west intersection legs are offset by approximately 45 feet (centerline-to-centerline) north-south. Each approach provides one (1) shared left-through-right turn lane.

Houser Road and Frontier Street (3) currently operates as a two-way stop-controlled intersection with stop controls on the east and westbound approaches. The northwest, east, and westbound approaches each provide one (1) shared left-through-right turn lane. The southeast-bound approach provides one (1) shared left-through turn lane and one (1) dedicated right turn lane.

Houser Road and Tumbleweed Road (4) currently operates as a two-way stop-controlled intersection with stop controls on the north and southbound approaches. Each approach provides one (1) shared left-through-right turn lane.

Houser Road and Eleven Mile Corner Road (5) currently operates as a two-way stop-controlled intersection with stop controls on the east and westbound approaches. The east and west intersection legs are offset by approximately 80 feet (centerline-to-centerline) north-south. Each approach provides one (1) shared left-through-right turn lane.

Frontier Street and Tumbleweed Road (6) currently operates as a one-way stop-controlled intersection with the stop control on the southbound approach. The southbound approach provides one (1) shared left-right turn lane. The northwest-bound approach provides one (1) shared through-right turn lane. The southeast-bound approach provides one (1) dedicated left turn lane and one (1) through lane.

Battaglia Road and Frontier Street (7) currently operates as a two-way stop-controlled intersection with stop controls on the east and westbound approaches. The northwest and southeast-bound approaches each provide one (1) dedicated left turn lane and one (1) shared through-right turn lane. The east and westbound approaches each provide one (1) shared left-through-right turn lane.

Battaglia Road and Eleven Mile Corner Road (8) currently operates as an all-way stop-controlled intersection. The north, south, and westbound approaches each provide one (1) shared left-through-right turn lane. The eastbound approach provides one (1) through lane and one (1) dedicated right turn lane.

Frontier Street and Eleven Mile Corner Road (9) currently operates as a two-way stop-controlled intersection with stop controls on the north and southbound approaches. The northbound and southbound approach each provides one (1) shared left-through turn lane and one (1) dedicated right turn lane. The northwest and southeast-bound approaches each provide one (1) dedicated left turn lane, one (1) through lane, and one (1) shared through-right turn lane.

3.3. CRASH HISTORY

The most recent 3-year collision history, 2022 through 2024, was obtained from the Arizona Department of Transportation (ADOT). See **Appendix B** for crash data. The crash data at the following intersections were evaluated:

- Shedd Road and Tumbleweed Road (1)– no reported crashes
- Shedd Road and Eleven Mile Corner Road (2) – one (1) crash
- Houser Road and Frontier Street (3)– three (3) crashes
- Houser Road and Tumbleweed Road (4) – one (1) crash
- Houser Road and Eleven Mile Corner Road (5) – one (1) crash
- Frontier Street and Tumbleweed Road (6) – no crashes reported
- Battaglia Road and Frontier Street (7) – nine (9) crashes
- Battaglia Road and Eleven Mile Corner Road (8) – eleven (11) crashes
- Frontier Street and Eleven Mile Corner Road (9) – eight (8) crashes

Shedd Road and Tumbleweed Road (1)

During the three-year period, there were no crashes reported.

Shedd Road and Eleven Mile Corner Road (2)

During the three-year period, there was one (1) crash. The collision manner was other and the injury severity was fatal. The crash occurred on a Friday at 6:29 P.M. The light condition was reported as dark, not lighted.

Houser Road and Frontier Street (3)

During the three-year period, there were three (3) crashes: one (1) angle, one (1) rear-end, and one (1) sideswipe opposite direction crash. Of the three (3) crashes, two (2) reported no injury and one (1) suspected minor injury.

Houser Road and Tumbleweed Road (4)

During the three-year period, there was one (1) crash. The collision manner was angle and the injury severity was suspected minor injury.

Houser Road and Eleven Mile Corner Road (5)
During the three-year period, there was one (1) crash. The collision involved a single vehicle and no injuries were reported.

Frontier Street and Tumbleweed Road (6)
During the three-year period, there were no crashes reported.

Battaglia Road and Frontier Street (7)
During the three-year period, there were nine (9) crashes: one (1) single vehicle, three (3) angle, one (1) left turn, three (3) rear-end, and one (1) other crash. Of the nine (9) crashes, four (4) reported no injury, four (4) possible injury, and one (1) suspected minor injury.

Battaglia Road and Eleven Mile Corner Road (8)
During the three-year period, there were eleven (11) crashes: one (1) single vehicle, eight (8) angle, one (1) left turn, and one (1) other crash. Of the eleven (11) crashes, four (4) reported no injury, two (2) possible injury, and four (4) suspected minor injury, and one (1) suspected serious injury.

Frontier Street and Eleven Mile Corner Road (9)
During the three-year period, there were eight (8) crashes: three (3) angle, two (2) left turn, one (1) rear-end, one (1) sideswipe same direction, and one (1) other crash. Of the eight (8) crashes, four (4) reported no injury, three (3) possible injury, and one (1) suspected serious injury.

No unusual patterns were identified. The proposed Houser Crossing development is not anticipated to have any major effects on the safety of the surrounding intersections or roadways.

3.4. STUDY AREA LAND USE

The approximately 77.9 gross-acre site is located in the City of Eloy, Arizona, at the northwest corner of Houser Road and Eleven Mile Corner Road.

The site is bordered by vacant land to the north and west, Houser Road to the south, and Eleven Mile Corner Road to the east. The surrounding land primarily consists of undeveloped land with small areas of residential and commercial land use.

3.5. SITE ACCESSIBILITY

Roadway System

The study area is located in the City of Eloy, Arizona. Interstate 10 (I-10) is approximately 3.0 miles west of the proposed development. This freeway provides regional access to the Phoenix metropolitan area and interstate access to California to the west and Florida to the east.

Pedestrian Facilities

Sidewalks are not currently provided within the study area.

Bicycle Facilities

Bike lanes are not currently provided within the study area.

Transit Facilities

Transit services are not currently provided within the study area.



LEGEND

X Intersection

FIGURE 3 | STUDY AREA

4. EXISTING CONDITIONS

4.1. EXISTING LAND USE

According to the Maricopa County Assessor's website, the proposed site is located on Assessor Parcel Numbers (APN) 404-270-150 which consists of approximately 81.05 acres. The site currently consists of vacant, undeveloped land. According to the *City of Eloy Zoning* tool, the site is zoned for Light Industrial (I-1) land uses. See **Appendix C** for detailed parcel information.

4.2. EXISTING TRAFFIC COUNTS

A local data collection firm, All Traffic Data Services, Inc., was utilized to collect traffic counts. On Tuesday, July 29, 2025, turning movement counts were obtained from 7:00 to 9:00 am and from 4:00 to 6:00 pm at the following locations:

- Shedd Road and Tumbleweed Road (1)
- Shedd Road and Eleven Mile Corner Road (2)
- Houser Road and Frontier Street (3)
- Houser Road and Tumbleweed Road (4)
- Houser Road and Eleven Mile Corner Road (5)
- Frontier Street and Tumbleweed Road (6)
- Battaglia Road and Frontier Street (7)
- Battaglia Road and Eleven Mile Corner Road (8)
- Frontier Street and Eleven Mile Corner Road (9)

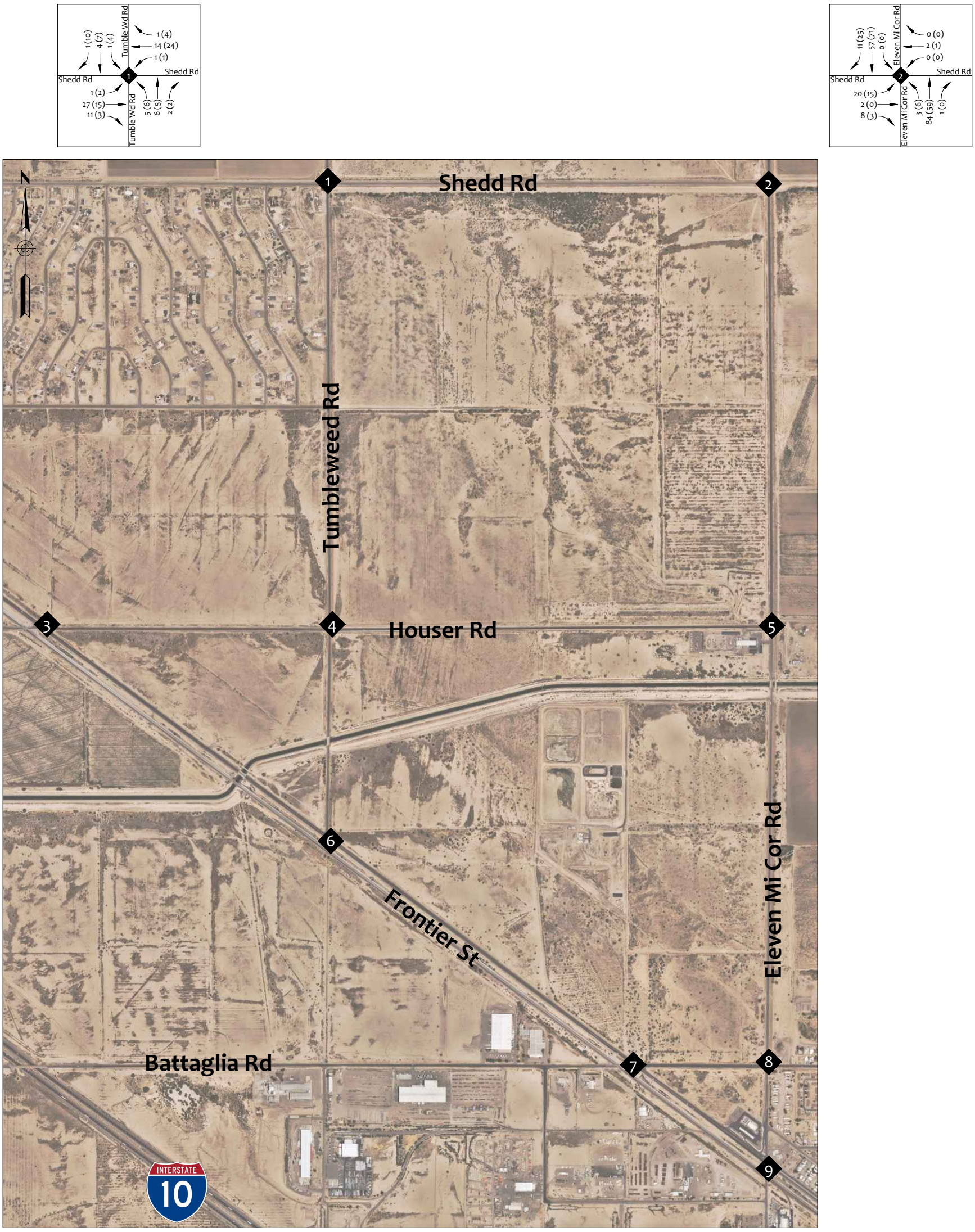
Additionally, weekday bi-directional tube counts for 24-hours in 15-minute intervals were collected along the following roadway segments:

- Eleven Mile Corner Road, north of Houser Road
- Houser Road, west of Eleven Mile Corner Road

The turning movement counts were analyzed for the highest 1-hour within each time period. The following peak hours were analyzed throughout this study.

AM Peak Hour	7:00 am – 8:00 am
PM Peak Hour	4:00 pm – 5:00 pm

See **Figure 4** for the existing AM and PM peak hour traffic volumes. See **Appendix D** for collected traffic count data.





LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic

FIGURE 4 | EXISTING TRAFFIC VOLUMES

4.3. EXISTING CAPACITY ANALYSIS

The existing conditions capacity analysis was completed for the nine (9) existing study intersections. The capacity and level of service for the study area intersections were evaluated using the methodology presented in the *7th Edition of the Highway Capacity Manual*. Traffic analysis software, *Synchro 12.2.5*, was used to perform the analyses using the existing Peak Hour Factor (PHF) obtained from the traffic counts.

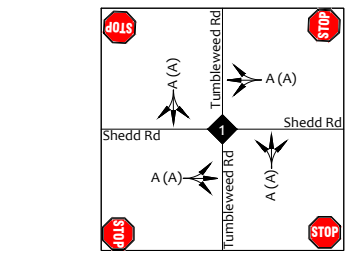
Table 1 is from the *7th Edition of the Highway Capacity Manual* Exhibit 19-8 and 20-2, which lists the Level of Service (LOS) thresholds for signalized and two-way stop-controlled intersections.

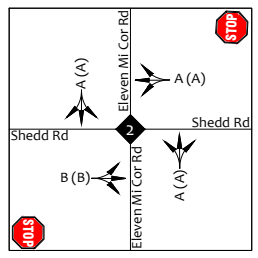
Table 1 – Level of Service Criteria

Level of Service	Control Delay per Vehicle (s/veh)	
	Signalized Intersections	Unsignalized Intersections
A	≤ 10	0 - 10
B	> 10-20	> 10–15
C	> 20-35	> 15-25
D	> 35-55	> 25-35
E	> 55-80	> 35-50
F	> 80	> 50

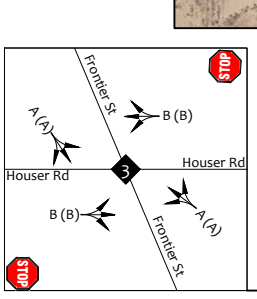
The AM and PM peak hour existing conditions capacity analysis were completed for the nine (9) existing study intersections. All movements at the study intersections operate at a LOS C or better.

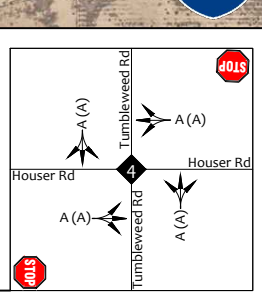
See **Figure 5** for the existing AM and PM peak hour capacity analysis. The detailed capacity analysis sheets can be found in **Appendix E.**

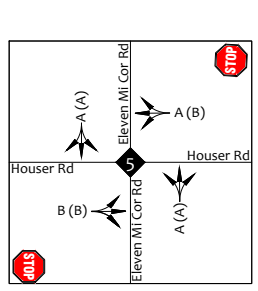


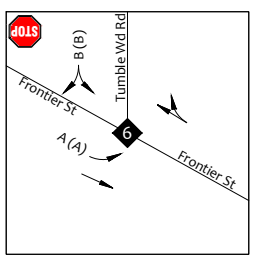






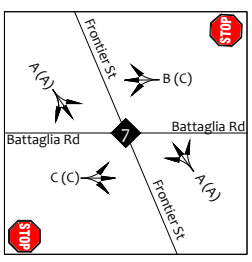


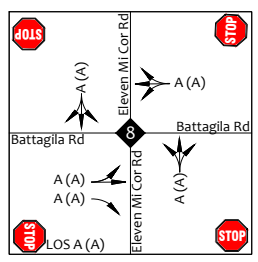




LEGEND

AM (PM)	Peak Hour Capacity Analysis
X	Intersection
	Lane Configuration





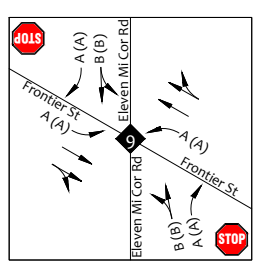


FIGURE 5 | EXISTING CAPACITY ANALYSIS

5. PROJECTED TRAFFIC

5.1. TRIP GENERATION

The trip generation for the proposed development was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation, 11th Edition*. The ITE rates are based on studies that measured the trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is considered to be the standard for the transportation engineering profession.

5.1.1. PHASE 1

Phase 1 of the Houser Crossing development will consist of 360 DU of multi-family housing, 190 DU of single-family attached housing, and 87 DU of single-family detached housing. Phase 1 is expected to be build out in 2028.

The trip generation for Phase 1 was calculated utilizing ITE Land Use Code 220 – Multifamily Housing (Low-Rise), ITE Land Use Code 215 – Single-Family Attached Housing, and ITE Land Use Code 210 – Single-Family Detached Housing. See **Table 2** for Phase 1 trip generation calculations below.

Table 2 – Trip Generation – Phase 1

Land Use		ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
					Total	Total	In	Out	Total	In	Out
Pad C	Multifamily Housing (Low-Rise)	220	360	Dwelling Units	2,383	134	32	102	175	110	65
Pad D	Single-Family Attached Housing	215	190	Dwelling Units	1,397	93	23	70	110	65	45
Pad E	Single-Family Detached Housing	210	87	Dwelling Units	888	66	17	49	87	55	32
				Total	**4,668**	**293**	**72**	**221**	**372**	**230**	**142**

Phase 1 of Houser Crossing is anticipated to generate 4,668 weekday trips, with 293 trips occurring during the AM peak hour and 372 trips occurring during the PM peak hour.

5.1.2. PHASE 2

Phase 2 of the Houser Crossing development will consist of a 60,000 SF grocery store, 12,100 SF fitness club, 60,650 SF of retail, 7,500 SF sit-down restaurant, 4,000 SF drive-through restaurant, and 130 unit self-storage facility. Phase 2 is expected to be build out in 2033.

○ Grocery Store	60,000 SF
○ Fitness Club	12,100 SF
○ Retail	60,650 SF
○ Sit-Down Restaurant	7,500 SF
○ Drive-Through Restaurant	4,000 SF
Total Commercial	144,250 SF
○ Self-Storage	130 Storage Units

The trip generation for Phase 2 was calculated utilizing ITE Land Use Code 821 – Shopping Plaza (40-150k) (w/ Supermarket) and ITE Land Use Code 151 – Mini-Warehouse.

ITE Land Use Code 821 – Shopping Plaza (40-150k)
"A shopping plaza is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. Each study site in this land use has between 40,000 and 150,000 square feet of gross leasable area (GLA). The term 'plaza' in the land use name rather than 'center' is simply a means of distinction between the different shopping center size ranges. Various other names are commonly used to categorize a shopping plaza within this size range, depending on its specific size and tenants, such as neighborhood center, community center, and fashion center. Its major tenant is often a supermarket but many sites are anchored by home improvement, discount, or other stores. A shopping plaza typically contains more than retail merchandising facilities. Office space, a movie theater, restaurants, a post office, banks, a health club, and recreational facilities are common tenants. A shopping plaza is almost always open-air and the GLA is the same as the gross floor area of the building."
– ITE, 11th Edition

ITE Land Use Code 151 – Mini-Warehouse
A mini-warehouse is a building in which a number of storage units or vaults are rented for the storage of goods. They are typically referred to as "self-storage" facilities. Each unit is physically separated from other units, and access is usually provided through an overhead door or other common access point." – ITE, 11th Edition

See **Table 3** for Phase 2 trip generation calculations below.

Table 3 – Trip Generation – Phase 2

Land Use		ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
					Total	Total	In	Out	Total	In	Out
Pad A	Shopping Plaza (40-150k) (w/ Supermarket)	821	144.3	1000 Sq Ft GFA	13,630	509	316	193	1,303	638	665
Pad B	Mini-Warehouse	151	1.3	Storage Units (100s)	20	1	1	0	2	1	1
				Total Trips	13,650	510	317	193	1,305	639	666

Phase 2 of Houser Crossing is anticipated to generate 13,650 weekday trips, with 510 trips occurring during the AM peak hour and 1,305 trips occurring during the PM peak hour.

5.1.3. FULL BUILDOUT

The total trip generation for the Houser Crossing development at full buildout in 2033 is shown in **Table 4.**

Table 4 – Trip Generation – Full Buildout

Land Use		ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
					Total	Total	In	Out	Total	In	Out
Pad A	Shopping Plaza (40-150k) (w/ Supermarket)	821	144.3	1000 Sq Ft GFA	13,630	509	316	193	1,303	638	665
Pad B	Mini-Warehouse	151	1.3	Storage Units (100s)	20	1	1	0	2	1	1
Pad C	Multifamily Housing (Low-Rise)	220	360	Dwelling Units	2,383	134	32	102	175	110	65
Pad D	Single-Family Attached Housing	215	190	Dwelling Units	1,397	93	23	70	110	65	45
Pad E	Single-Family Detached Housing	210	87	Dwelling Units	888	66	17	49	87	55	32
				Total Trips	18,318	803	389	414	1,677	869	808

At full buildout, the Houser Crossing development is anticipated to generate 18,318 weekday trips, with 803 trips occurring during the AM peak hour and 1,677 trips occurring during the PM peak hour.

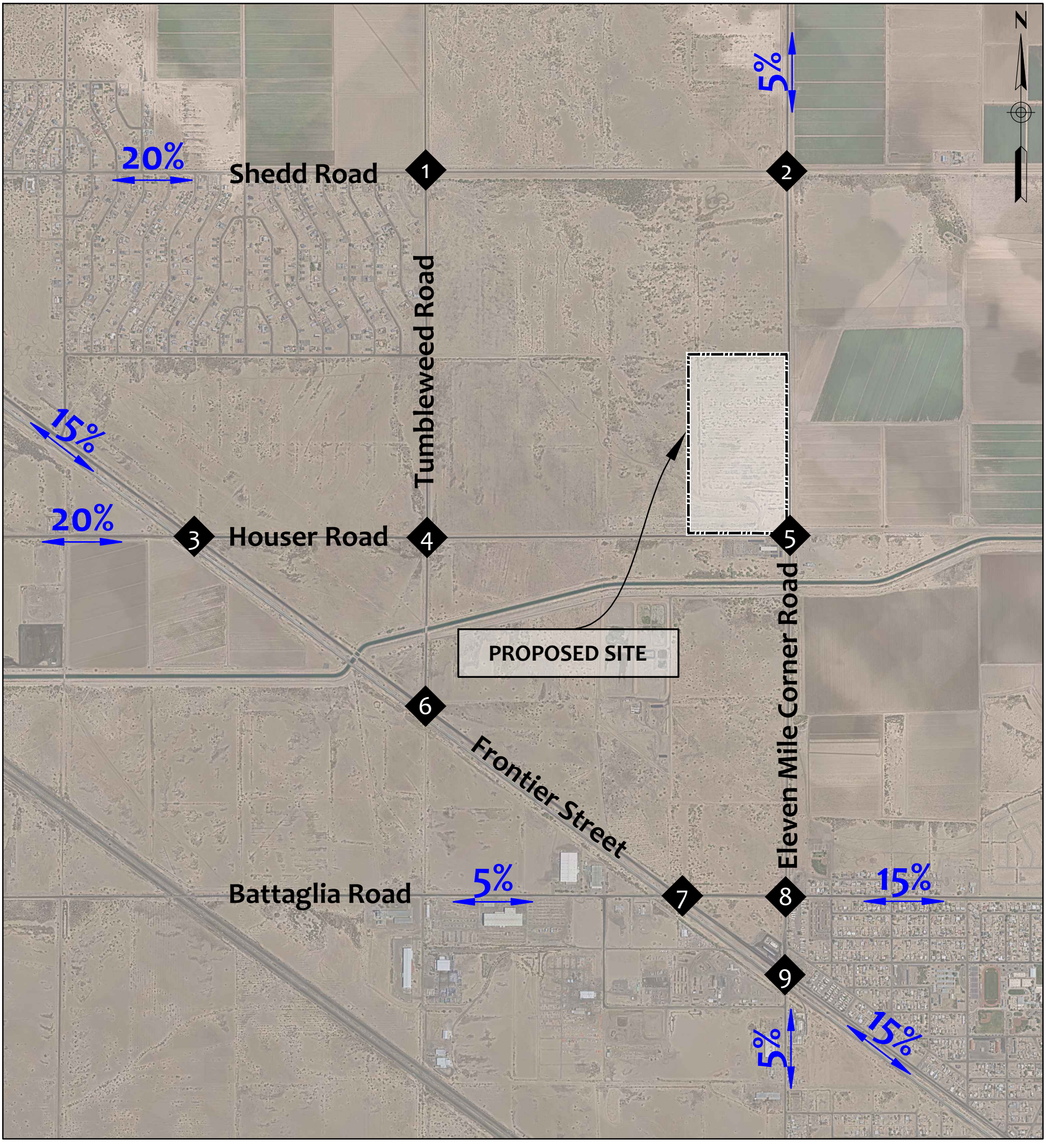
5.2. TRIP DISTRIBUTION AND ASSIGNMENT

The trip distribution procedure determines the general pattern of travel for vehicles entering and exiting the proposed development. The trip distribution for the proposed development is largely based on the distribution of the existing traffic with adjustments to account for the anticipated changes roadway connections and traffic patterns along the surrounding roadway network. The trip distribution is shown in **Figure 6.**

The trip assignment was generally based on proximity of the driveways, permitted turn movements, as well as ease and probability of use respective to each land use within the mixed-use

site. The Phase 1 (year 2028) and Phase 2 site site-generated traffic volumes are shown in **Figure 7** and **Figure 8**, respectively. The total site-generated traffic volumes (year 2038) were determined by adding Phase 1 sit site-generated volumes (**Figure 7**) to Phase 2 site-generated traffic volumes (**Figure 8**) and is shown in **Figure 9**.

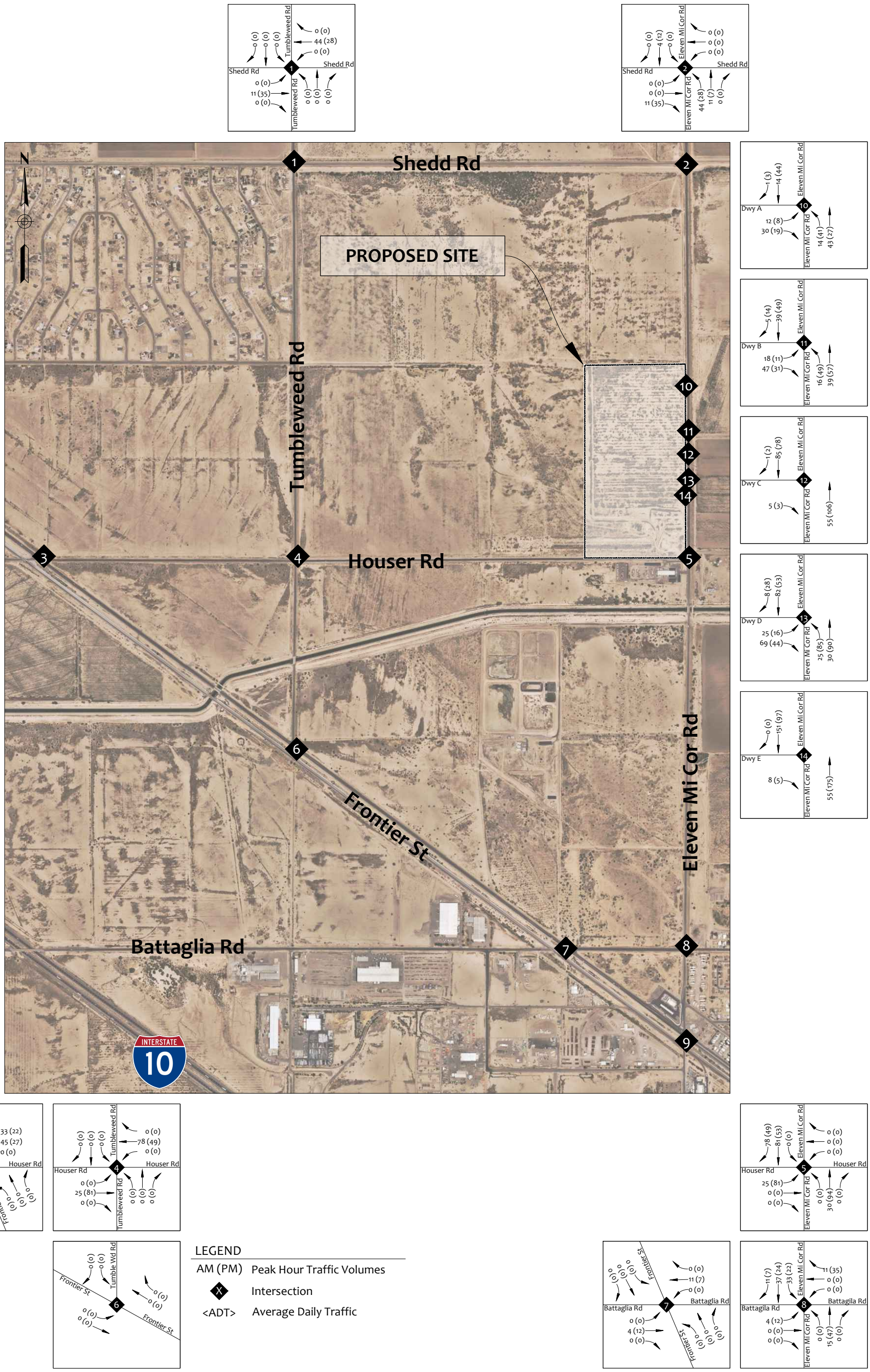
Detailed trip generation calculations are provided in **Appendix F**.

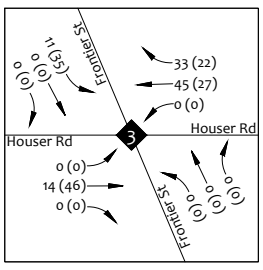


LEGEND

XX%	Trip Distribution
X	Intersection

FIGURE 6 | TRIP DISTRIBUTION





LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic

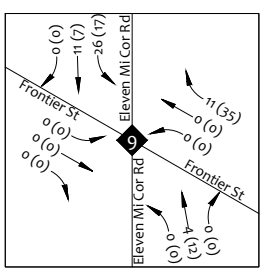
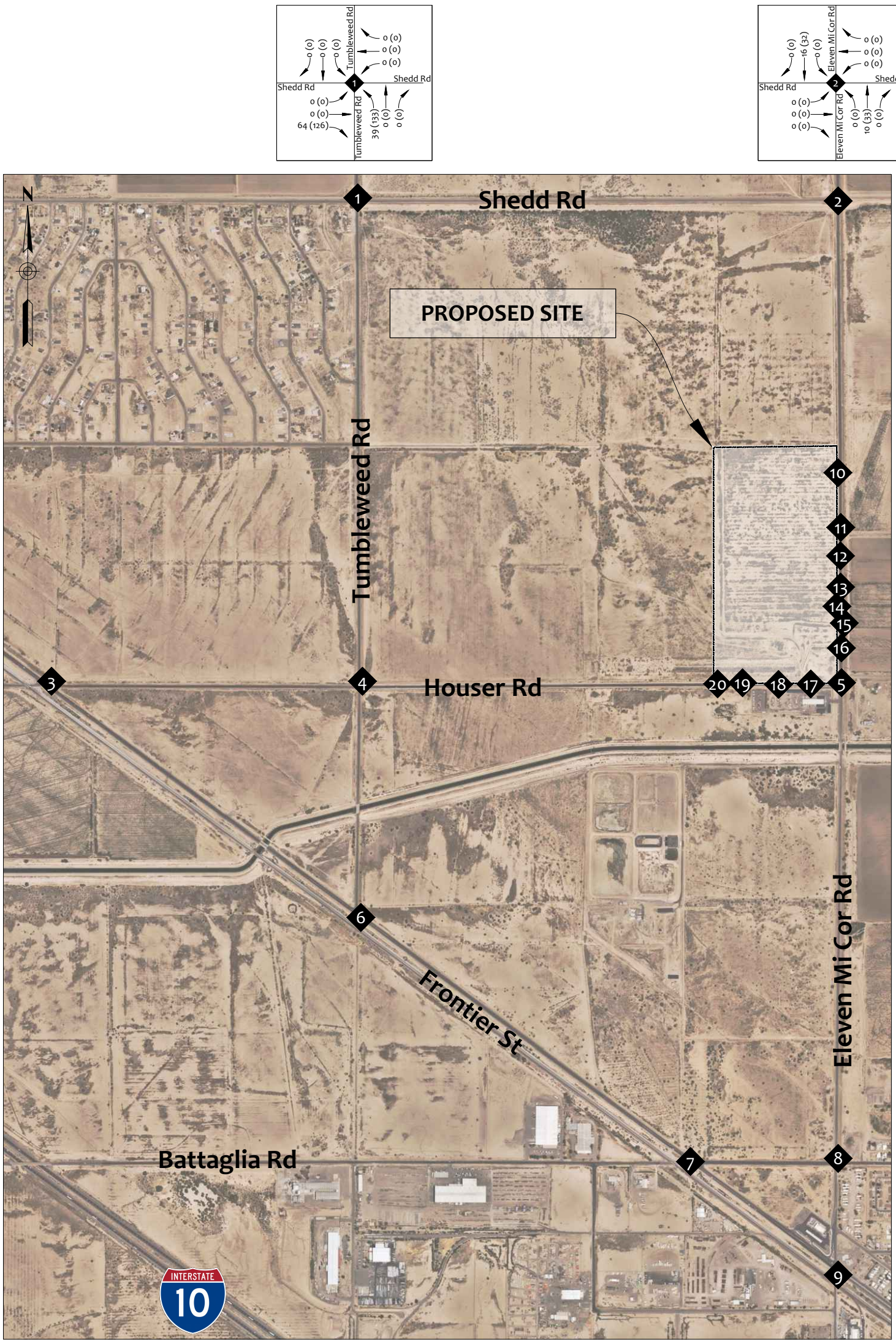
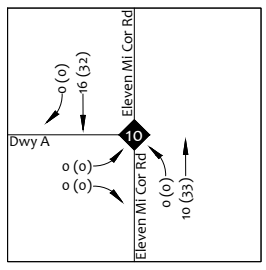
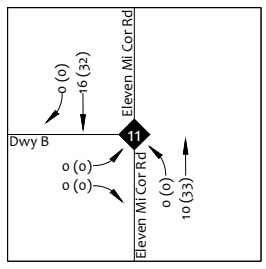
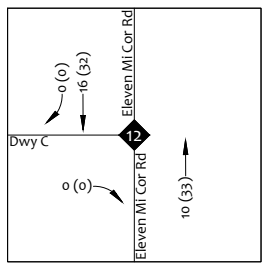


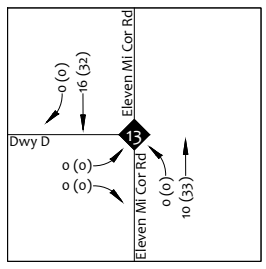
FIGURE 7 | PHASE 1 BUILD TRAFFIC VOLUMES

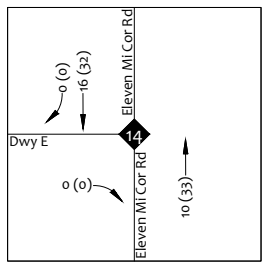


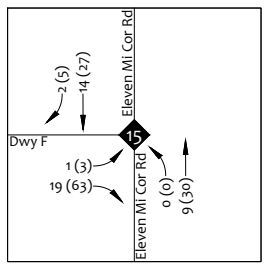


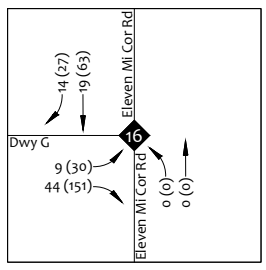










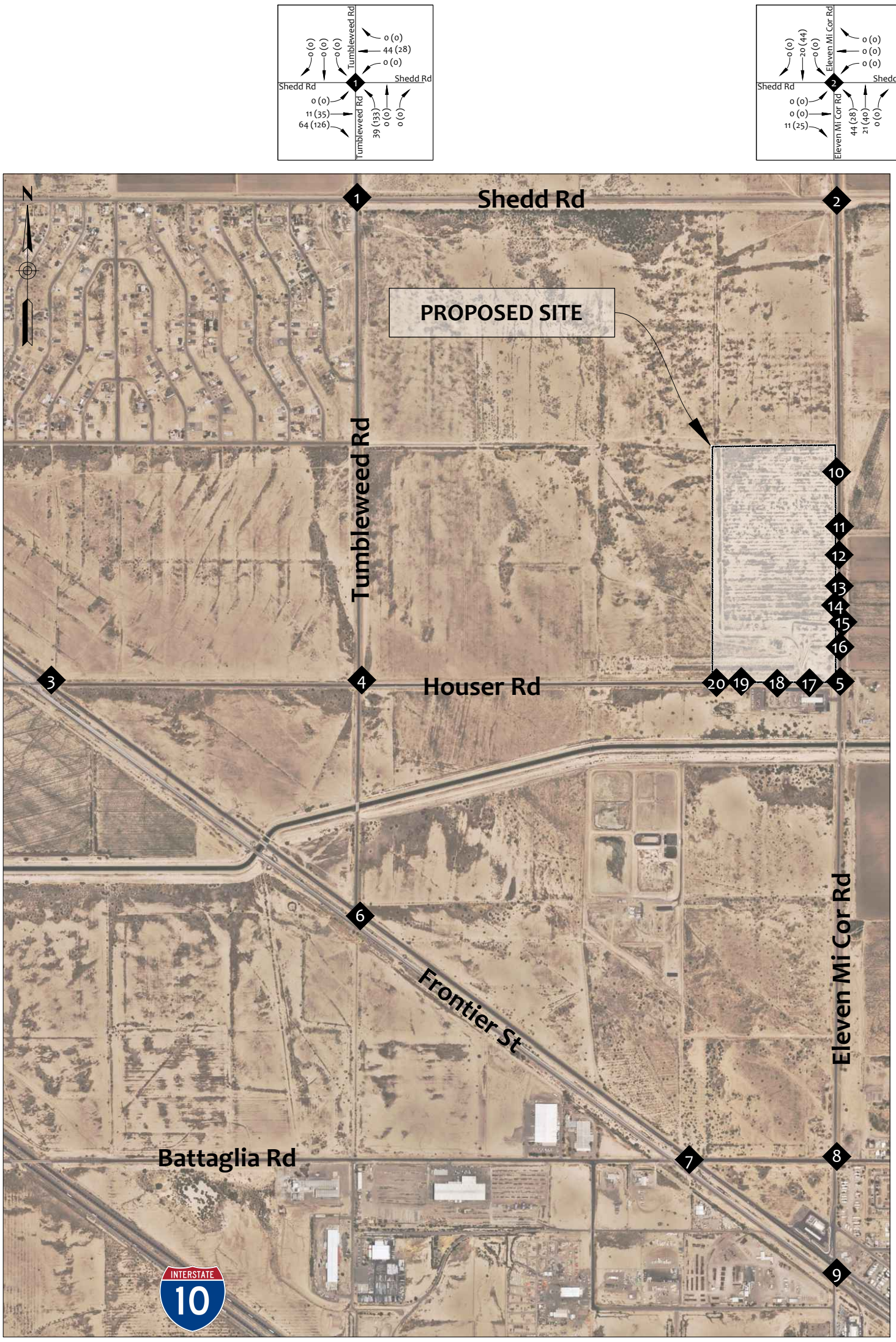


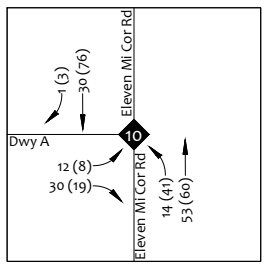


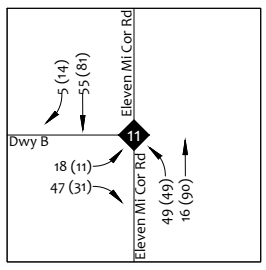
LEGEND

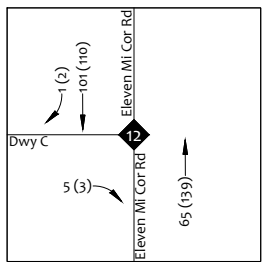
AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic

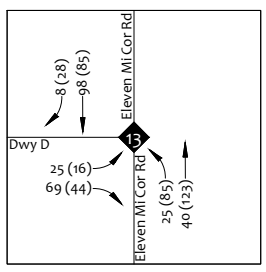
FIGURE 8 | PHASE 2 SITE TRAFFIC VOLUMES

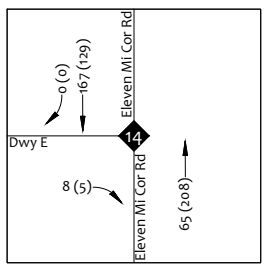


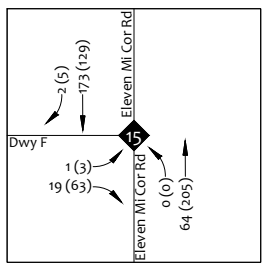


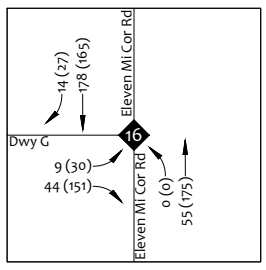














LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic

FIGURE 9 | TOTAL SITE TRAFFIC VOLUMES

6. FUTURE CONDITIONS (YEAR 2028 – PHASE 1 OPENING YEAR)

Phase I, of the proposed Houser Crossing development is anticipated to be fully constructed and open in 2028. This section analyzes the effects the proposed development will have on the surrounding roadway network during the opening year 2028.

6.1. YEAR 2028 ROADWAY NETWORK

The following roadway improvements are assumed in the year 2028 capacity analysis:

Eleven Mile Corner Road
Eleven Mile Corner Road is classified as a major arterial roadway. Per the City of Eloy Standard Details, major arterials provide three (3) through lanes in each direction of travel with a raised median.

Based on this classification, the developer will construct half-street improvements along the project frontage. As a result, Eleven Mile Corner Road will be widened to provide three (3) southbound through lanes adjacent to the site. Although the pavement for three (3) lanes will be provided, the street will remain striped for one (1) lane until additional capacity is necessary or until the surrounding roadway network is complete.

6.2. YEAR 2028 BACKGROUND TRAFFIC VOLUMES

According to the 2023 Maricopa Associations of Governments (MAG) socioeconomic projections for the City of Eloy within the study area (RAZ 386), it is estimated that in the year 2020 the population was approximately 15,022 and the number of jobs was approximately 3,017. MAG estimates that the 2040 population of the study area will be approximately 27,416 and the number of jobs will be approximately 3,889. This results in an approximate average annual growth rate of 2.17%. See **Appendix G** for the MAG socioeconomic projections.

The year 2028 background traffic volumes are shown **Figure 10**, which includes the 2.17% annual growth rate.

6.3. YEAR 2028 BUILD TRAFFIC VOLUMES

To determine the year 2028 build traffic volumes, the Phase 1 site generated traffic volumes (**Figure 7**) was added to the year 2028 background traffic volumes (**Figure 10**). This represents year 2028 traffic volumes with the build out of the proposed Houser Crossing development. The year 2028 build traffic volumes are shown in **Figure 11**.

6.4. YEAR 2028 CAPACITY ANALYSIS

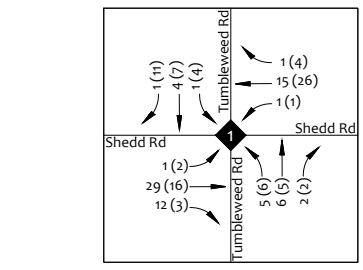
The year 2028 opening year no build and build capacity analysis was completed for the study intersections during the AM and PM peak hour. The capacity analysis for the study area intersections were evaluated using the methodology described in **Section 4.3**. The corresponding traffic volumes, which were analyzed, are shown in **Figure 10** and **Figure 11**. A PHF of 0.92 was used to model future traffic conditions.

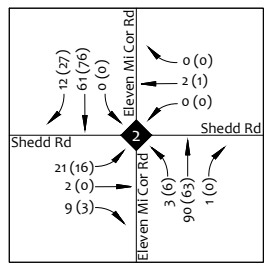
The study intersection and all turning movements operates at LOS C or better.

The year 2028 no build and build detailed capacity analysis sheets can be found in **Appendix H** and **Appendix I**, respectively.

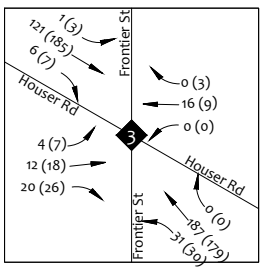
The results of the 2028 no build capacity analysis level of service is shown in **Figure 12**.

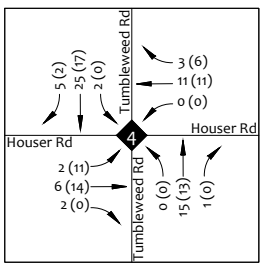
The results of the 2028 build capacity analysis level of service is shown in **Figure 13**.

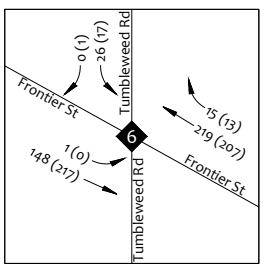






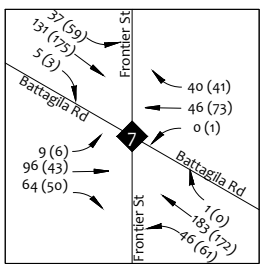


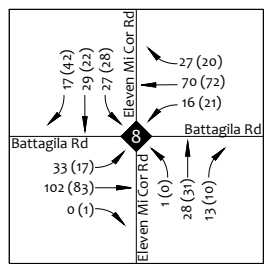




LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic





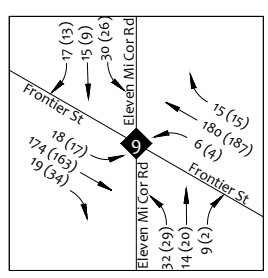
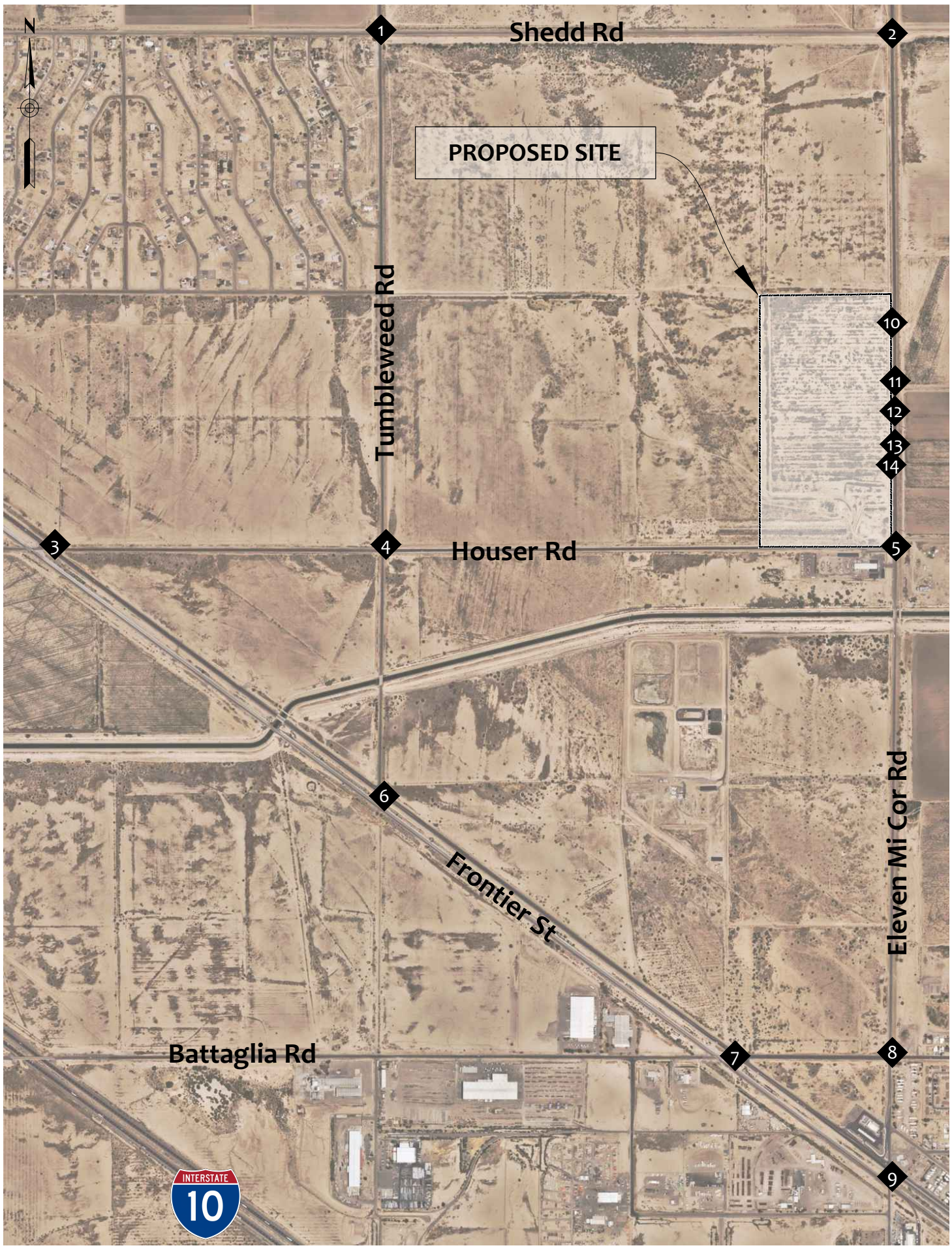
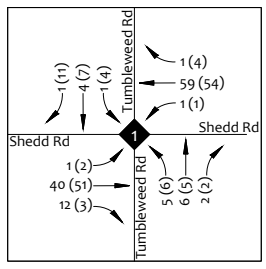
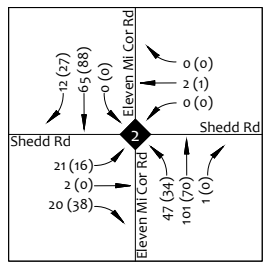
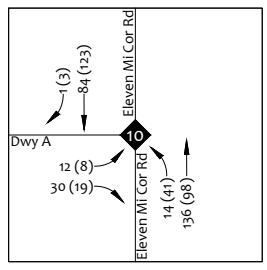


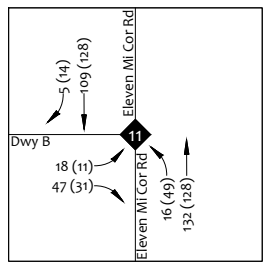
FIGURE 10 | YEAR 2028 BACKGROUND TRAFFIC VOLUMES

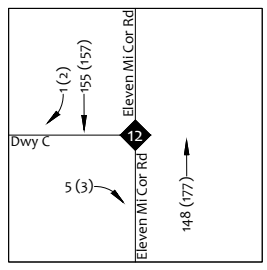


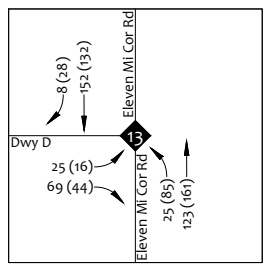


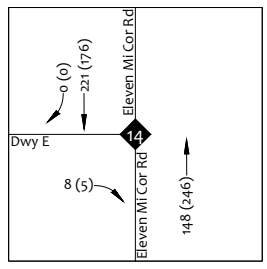


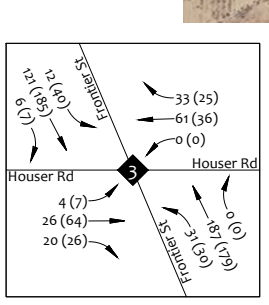


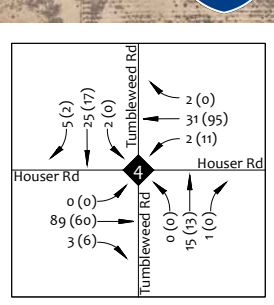


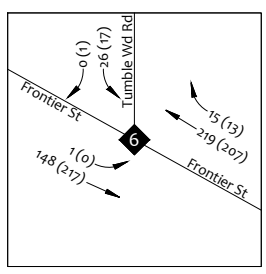






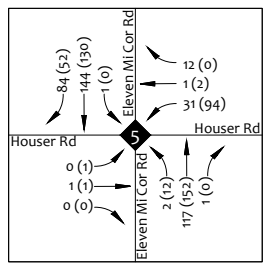


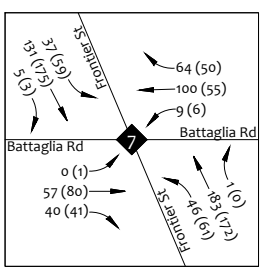


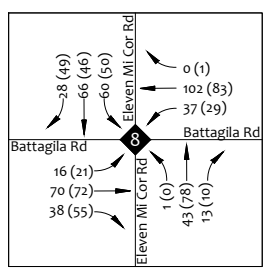


LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic







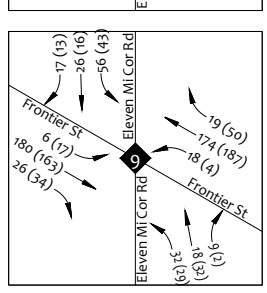
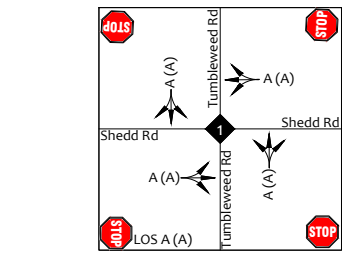
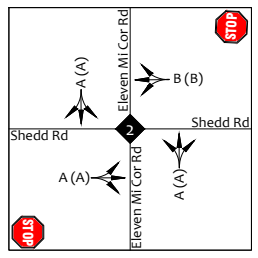
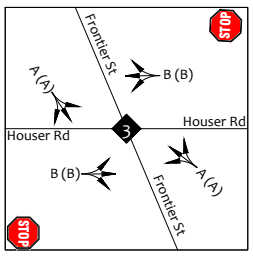


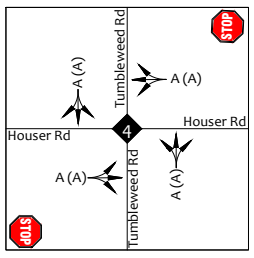
FIGURE 11 | YEAR 2028 BUILD TRAFFIC VOLUMES

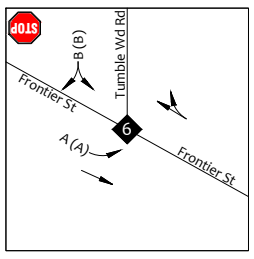






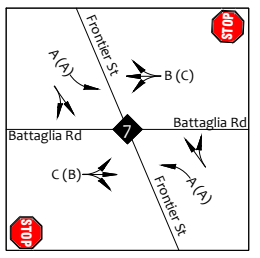


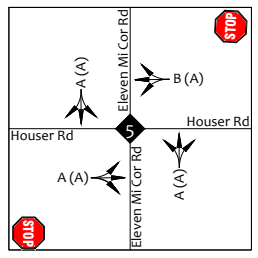


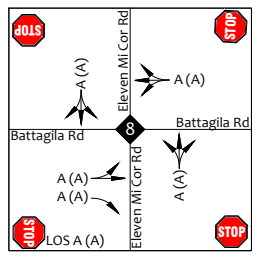


LEGEND

AM (PM)	Peak Hour Capacity Analysis
X	Intersection
	Lane Configuration







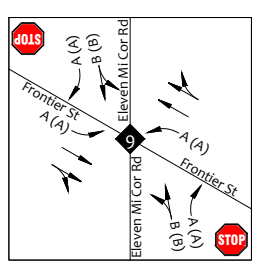


FIGURE 12 | YEAR 2028 NO BUILD CAPACITY ANALYSIS

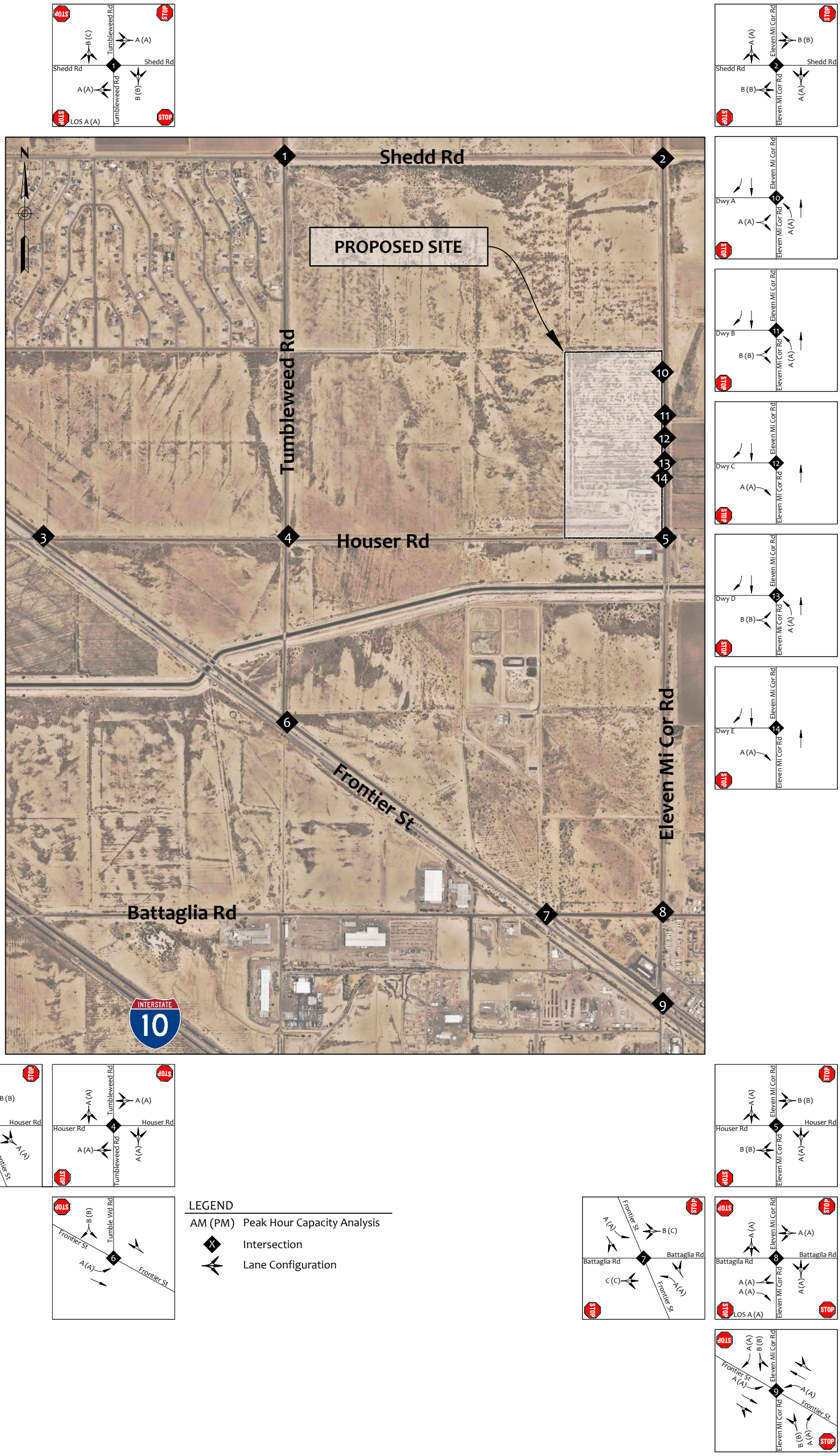


FIGURE 13 | YEAR 2028 BUILD CAPACITY ANALYSIS

7. FUTURE CONDITIONS (YEAR 2033 – PHASE 2 OPENING YEAR)

This section analyzes the effects the proposed development will have on the surrounding roadway network during the year 2033, 5 years after the Phase 1 opening year and during the Phase 2 opening year. The roadway improvements described in **Section 6.1** were assumed for the year 2033 capacity analyses.

7.1. YEAR 2033 ROADWAY NETWORK

The following roadway improvements are assumed in the year 2033 capacity analysis:

Houser Road and Tumbleweed Road (4)
To mitigate poor level of service, the intersection of Houser Road and Tumbleweed Road (4) could be converted to all-way stop controlled.

Houser Road and Eleven Mile Corner Road (5)
Per the development agreement for the proposed development, a traffic signal will be installed at the intersection of Houser Road and Eleven Mile Corner Road (5). The timing of the installation of the signal will be determined.

To mitigate the poor level of service, the intersection of Houser Road and Eleven Mile Corner Road (5) could be converted to all-way stop controlled.

The developer will provide a dedicated eastbound left turn lane with 90 feet of storage.

Battaglia Road and Frontier Street (7)
To mitigate poor level of service, the intersection of Battaglia Road and Frontier Street (7) could be converted to all-way stop controlled.

7.2. YEAR 2033 BACKGROUND TRAFFIC VOLUMES

Similar to the year 2028 background traffic volumes described in detail in **Section 6.2**, the year 2033 background traffic volumes include the 2.17% annual growth rate through the year 2033.

Year 2033 background traffic volumes are shown in **Figure 14**.

7.3. YEAR 2033 BUILD TRAFFIC VOLUMES

To determine the year 2033 build traffic volumes, the total site generated traffic volumes, including Phase 1 and Phase 2, (**Figure 9**) was added to the year 2033 background traffic volumes (**Figure 14**). This represents year 2033 traffic volumes with the full buildout of the proposed Houser Crossing development. The year 2033 build traffic volumes are shown in **Figure 15.**

7.4. YEAR 2033 CAPACITY ANALYSIS

The year 2028 opening year no build and build capacity analysis was completed for the study intersections during the AM and PM peak hour. The capacity analysis for the study area intersections were evaluated using the methodology described in **Section 4.3**. The corresponding traffic volumes, which were analyzed, are shown in **Figure 14** and **Figure 15**. A PHF of 0.92 was used to model future traffic conditions.

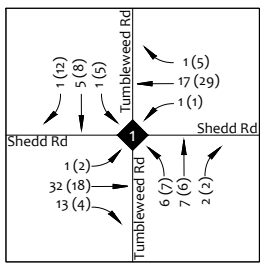
The study intersection and all turning movements operates at LOS D or better.

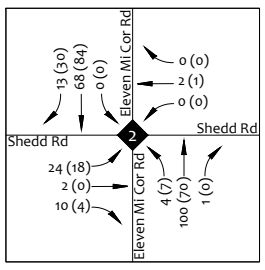
The year 2033 no build and build detailed capacity analysis sheets can be found in **Appendix J** and **Appendix K**, respectively.

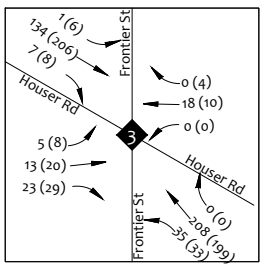
The results of the 2033 no build capacity analysis level of service is shown in **Figure 16**.

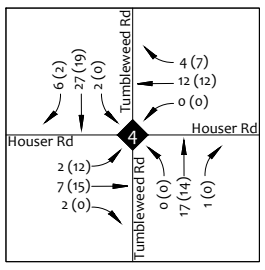
The results of the 2033 build capacity analysis level of service is shown in **Figure 17**.

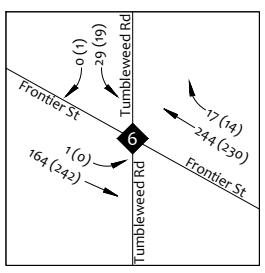






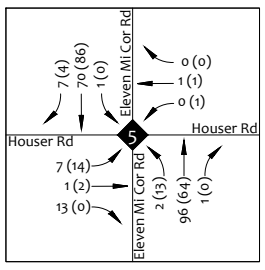


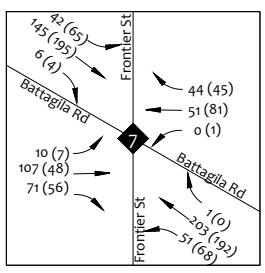


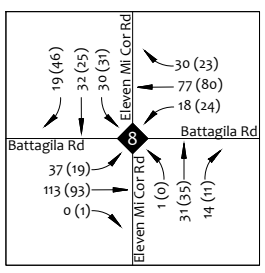


LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic







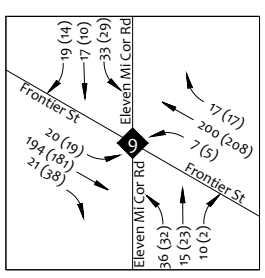


FIGURE 14 | YEAR 2033 BACKGROUND TRAFFIC VOLUMES

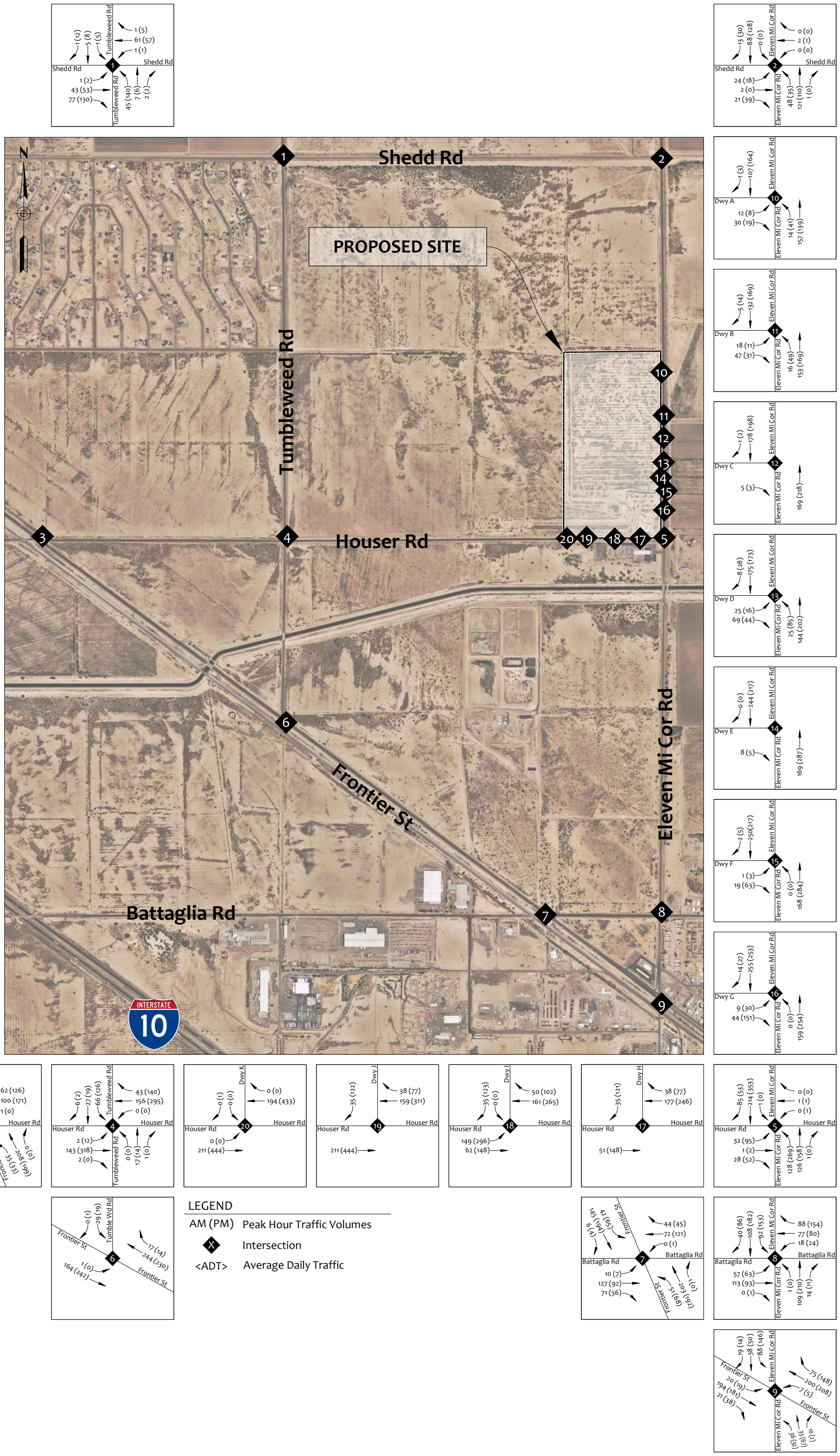
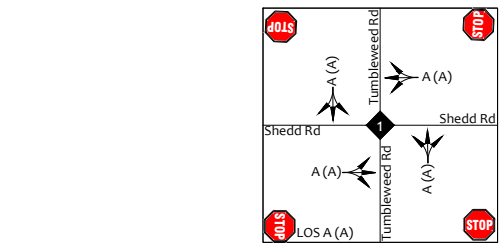
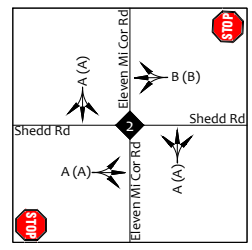
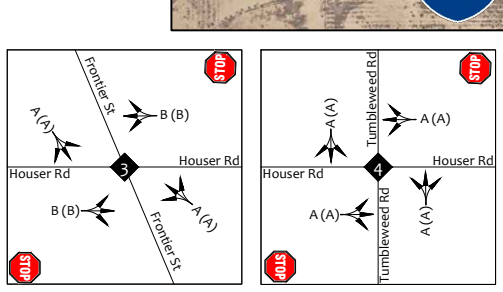


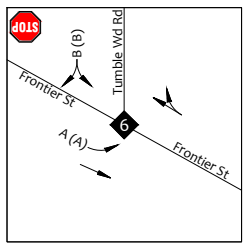
FIGURE 15 | YEAR 2033 BUILD TRAFFIC VOLUMES





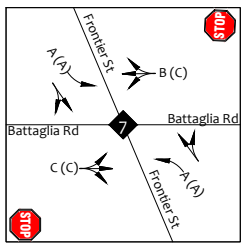


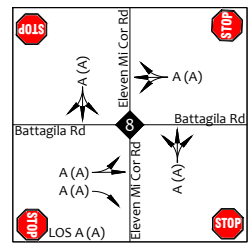




LEGEND

AM (PM)	Peak Hour Capacity Analysis
	Intersection
	Lane Configuration





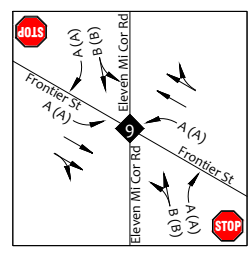


FIGURE 16 | YEAR 2033 NO BUILD CAPACITY ANALYSIS

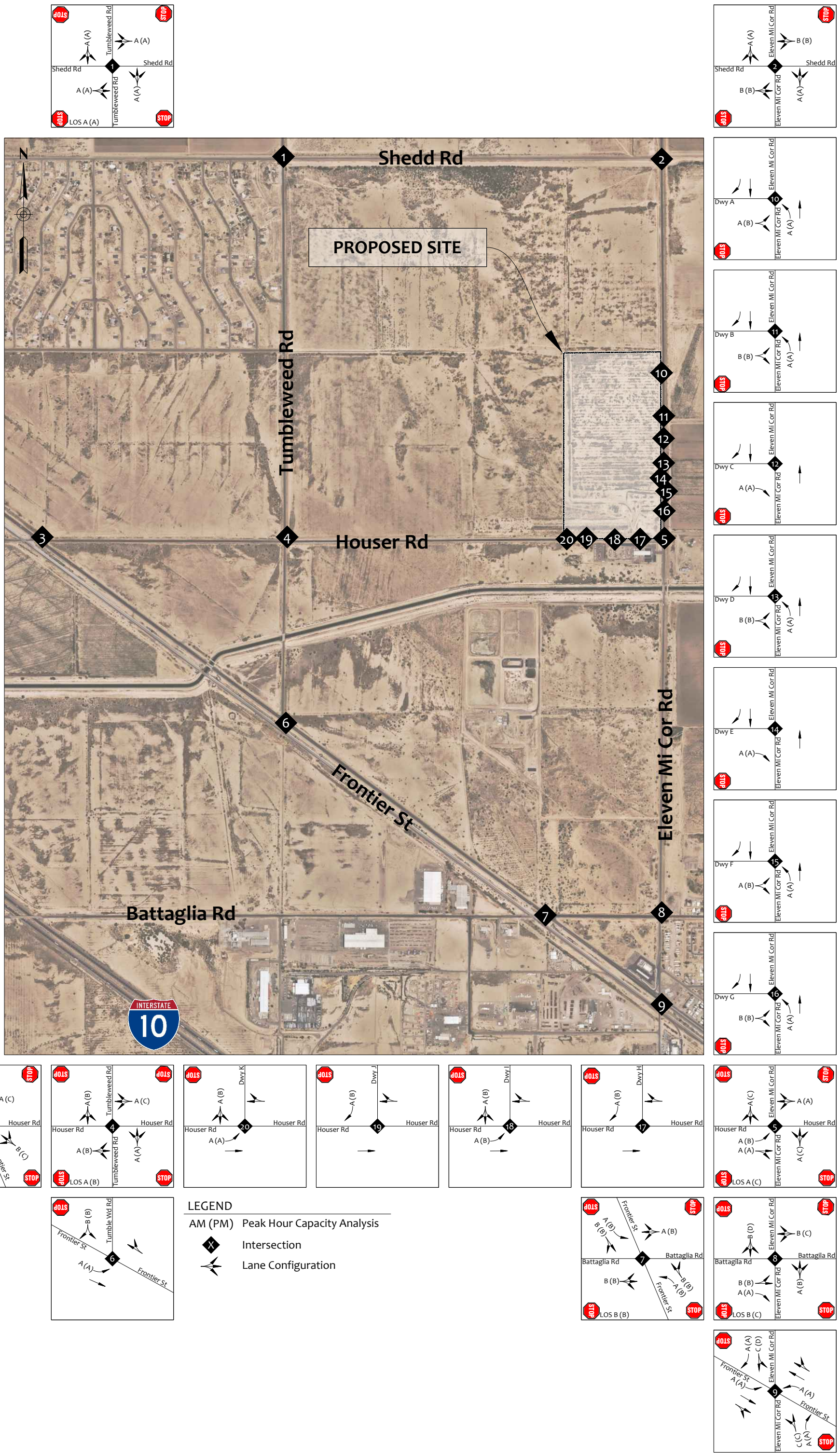


FIGURE 17 | YEAR 2033 BUILD CAPACITY ANALYSIS

8. FUTURE CONDITIONS (YEAR 2038 – 10 YEARS AFTER OPENING)

This section analyzes the effects the proposed development will have on the surrounding roadway network during the year 2038, 10 years after the opening year. The roadway improvements described in **Section 7.1** were assumed for the year 2038 capacity analyses.

8.1. YEAR 2038 BACKGROUND TRAFFIC VOLUMES

Similar to the year 2028 background traffic volumes described in detail in **Section 6.2**, the year 2038 background traffic volumes include the 2.17% annual growth rate through the year 2038.

Year 2038 background traffic volumes are shown in **Figure 18**.

8.2. YEAR 2038 BUILD TRAFFIC VOLUMES

To determine the year 2038 build traffic volumes, the total site generated traffic volumes, including Phase 1 and Phase 2, (**Figure 9**) was added to the year 2038 background traffic volumes (**Figure 18**). This represents year 2038 traffic volumes with the full buildout of the proposed Houser Crossing development. The year 2038 build traffic volumes are shown in **Figure 19.**

8.3. YEAR 2038 CAPACITY ANALYSIS

The year 2038 opening year no build and build capacity analysis was completed for the study intersections during the AM and PM peak hour. The capacity analysis for the study area intersections were evaluated using the methodology described in **Section 4.3**. The corresponding traffic volumes, which were analyzed, are shown in **Figure 18** and **Figure 19**. A PHF of 0.92 was used to model future traffic conditions.

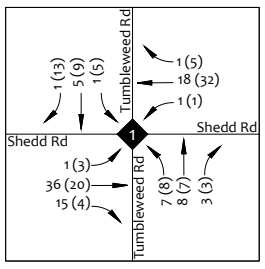
The study intersection and all turning movements operates at LOS D or better.

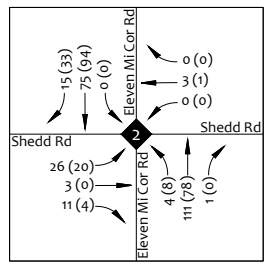
The year 2038 no build and build detailed capacity analysis sheets can be found in **Appendix L** and **Appendix M**, respectively.

The results of the 2038 no build capacity analysis level of service is shown in **Figure 20**.

The results of the 2038 build capacity analysis level of service is shown in **Figure 21**.









LEGEND

AM (PM)	Peak Hour Traffic Volumes
X	Intersection
<ADT>	Average Daily Traffic

FIGURE 18 | YEAR 2038 BACKGROUND TRAFFIC VOLUMES

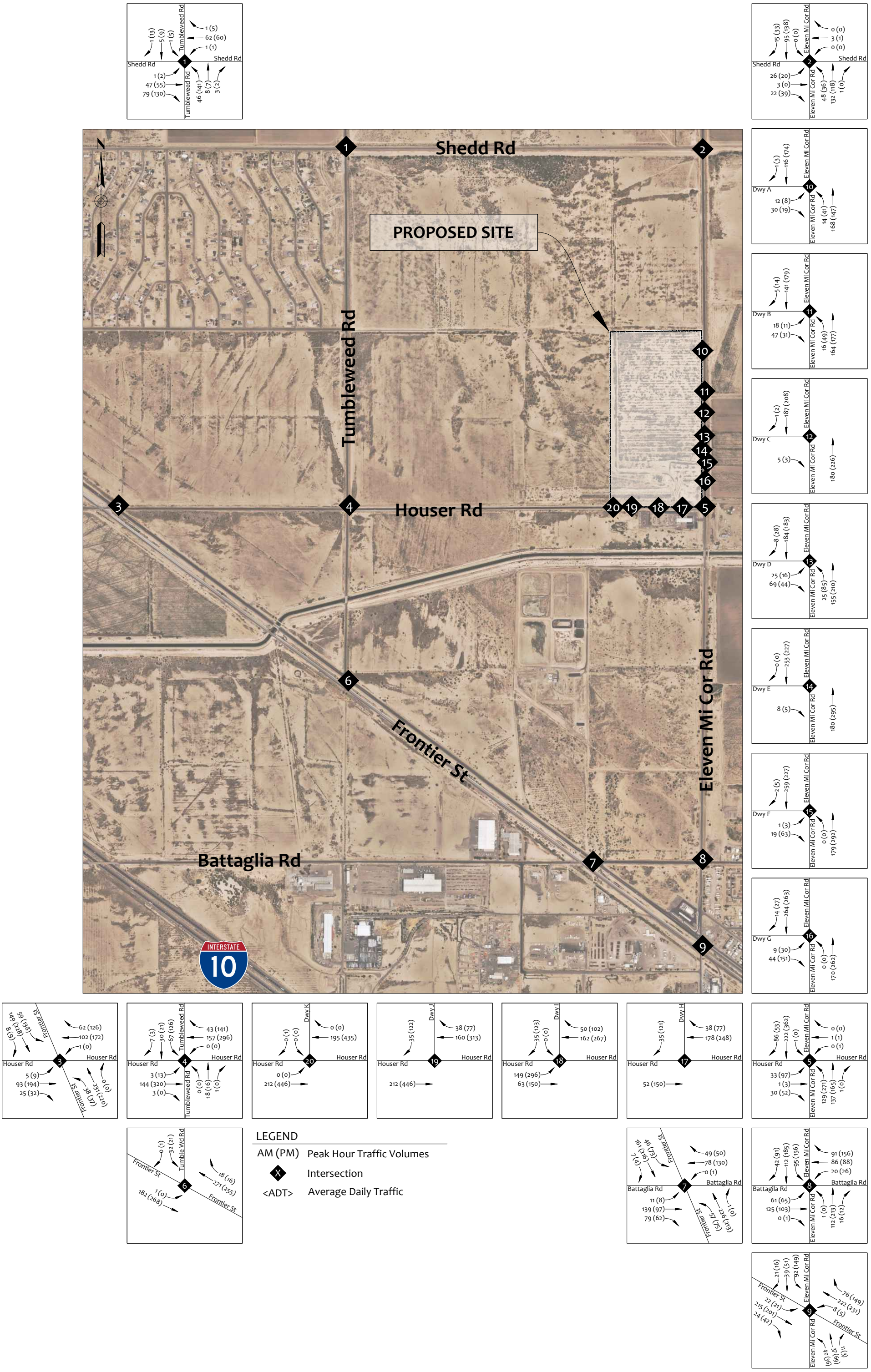
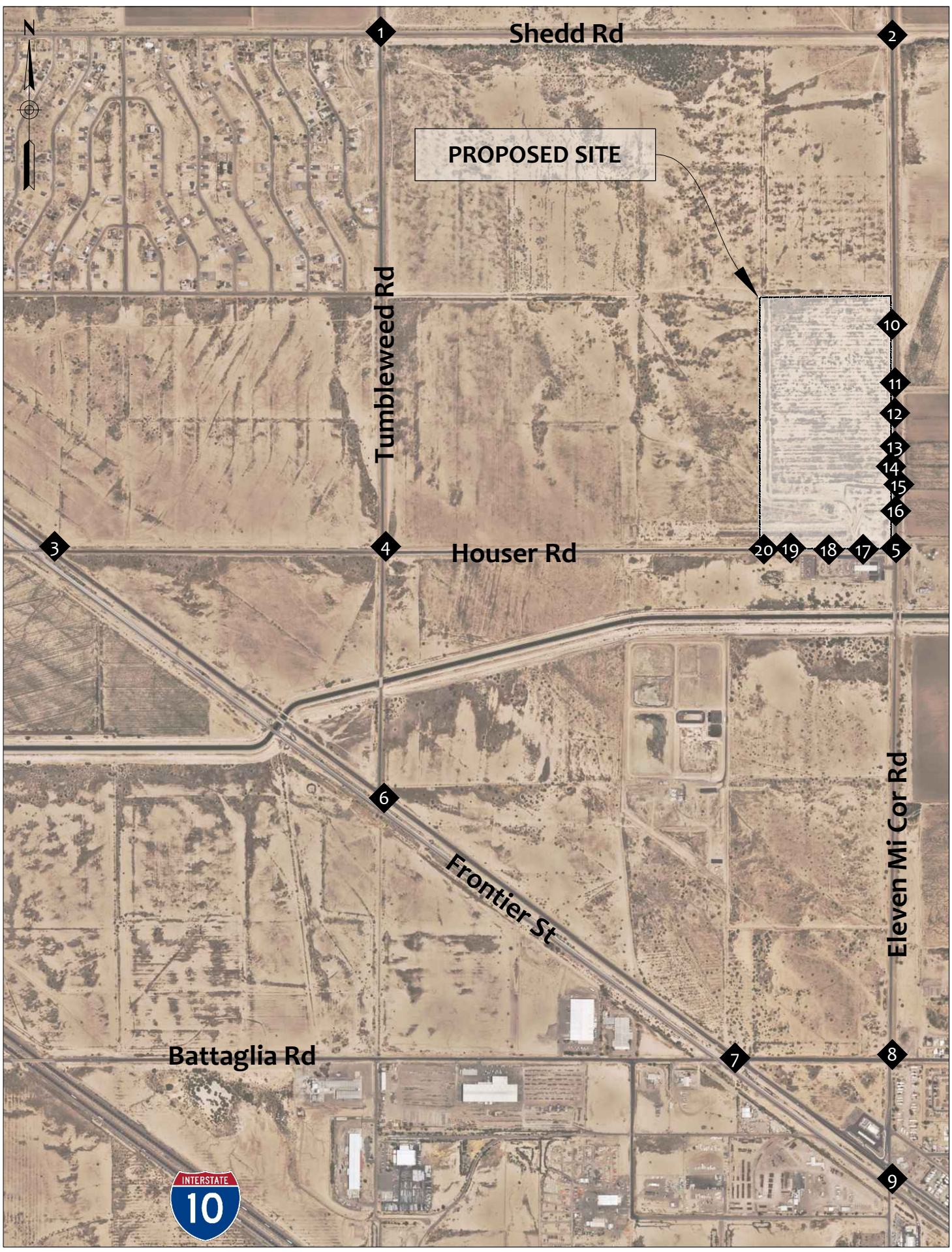
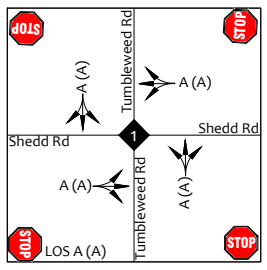


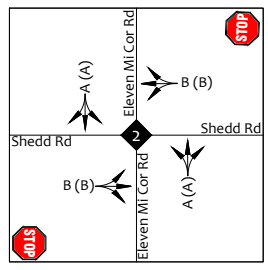
FIGURE 19 | YEAR 2038 BUILD TRAFFIC VOLUMES

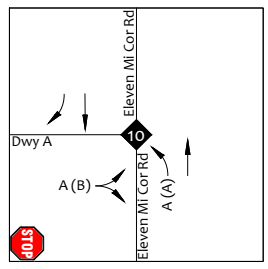


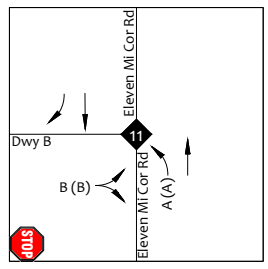
FIGURE 20 | YEAR 2038 NO BUILD CAPACITY ANALYSIS

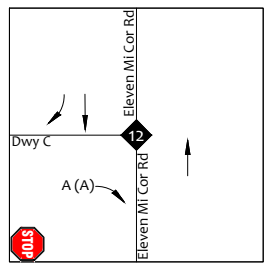


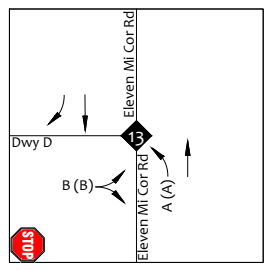


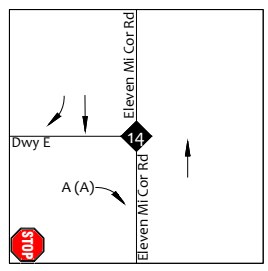


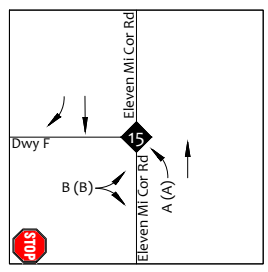


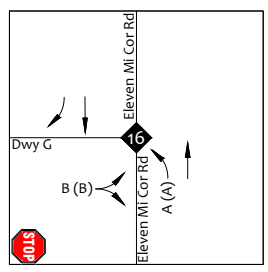














LEGEND

AM (PM) Peak Hour Capacity Analysis

X Intersection

Lane Configuration

FIGURE 21 | YEAR 2038 BUILD CAPACITY ANALYSIS

9. QUEUE ANALYSIS

The queueing analysis was performed at all dedicated turn lanes at study intersections using the 95th percentile queue lengths as reported by Synchro Version 12.2.5.

The queue lengths for the turning movements, which are anticipated to be impacted by the proposed development's site-generated trips, were evaluated for the year 2038 build traffic volumes. See **Table 5** for the recommended storage lengths.

Table 5 – Queue Analysis

Intersection	Traffic Control	Movement	Volumes		Queue Storage (ft)		
			AM	PM	95th %tile	Existing	Recommended
Houser Rd and Eleven Mile Corner Rd (5)	Stop	EBL	33	97	25	-	90'
Frontier St and Tumbleweed Rd (6)	Stop	SEL	1	1	0	150'	150'
Battaglia Rd and Frontier St (7)	Stop	NWL	57	46	25	205'	205'
	Stop	SEL	46	37	25	205'	205'
Battaglia Rd and Eleven Mile Corner Rd (8)	Stop	EBR	0	1	0	125'	125'
Frontier St and Eleven Mile Corner Rd (9)	Free	NWL	22	6	25	55'	55'
	Free	SEL	8	18	0	355'	355'
Eleven Mile Corner Rd and Dwy A (10)	Stop	NBL	14	41	25	-	90'
Eleven Mile Corner Rd and Dwy B (11)	Stop	NBL	16	49	25	-	90'
Eleven Mile Corner Rd and Dwy D (13)	Stop	NBL	25	85	25	-	90'
Eleven Mile Corner Rd and Dwy F (15)	Stop	NBL	0	0	0	-	90'
Eleven Mile Corner Rd and Dwy G (16)	Stop	NBL	0	0	0	-	90'
Eleven Mile Corner Rd and Dwy I (18)	Stop	EBL	149	296	50	-	90'

10. RECOMMENDATIONS & CONCLUSIONS

The proposed development is located on the NWC of Eleven Mile Corner Road and Houser Road in the City of Eloy, Arizona.

The proposed Houser Crossing development will be completed in two (2) phases.

The following land uses are anticipated:

- Phase 1 – *Year 2028*
  - Multi-Family Housing 360 DU
  - Single-Family Attached Housing 190 DU
  - Single-Family Detached Housing 87 DU

- Phase 2 – *Year 2033*
  - Grocery Store 60,000 SF
  - Fitness Club 12,100 SF
  - Retail 60,650 SF
  - Sit-Down Restaurant 7,500 SF
  - Drive-Through Restaurant 4,000 SF
  - Self-Storage 130 Storage Units

Recommendations

Year 2028 (Phase 1) Improvements

The following are the recommendations with the build out of Phase 1 of the proposed Houser Crossing development:

Eleven Mile Corner Road

Eleven Mile Corner Road is classified as a major arterial roadway. Per the City of Eloy Standard Details, major arterials provide three (3) through lanes in each direction of travel with a raised median.

Based on this classification, the developer will construct half-street improvements along the project frontage. As a result, Eleven Mile Corner Road will be widened to provide three (3) southbound through lanes adjacent to the site. Although the pavement for three (3) lanes will be provided, the street will remain striped for one (1) lane until additional capacity is necessary or until the surrounding roadway network is complete.

Eleven Mile Corner Road and Driveway A (10) – *EB Stop-Controlled Intersection*

The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway B (11) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway C (12) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) right turn lane. A dedicated right turn lane will be constructed on the southbound approach. This driveway is right-in, right-out.

Eleven Mile Corner Road and Driveway D (13) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway E (14) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) right turn lane. A dedicated right turn lane will be constructed on the southbound approach. This driveway is right-in, right-out.

Year 2033 (Phase 2) Improvements
The following are the intersection improvements planned with the proposed Houser Crossing Phase 2 build out:

Houser Road
Houser Road is classified as a major arterial roadway. Per the *City of Eloy Standard Details*, major arterials provide three (3) through lanes in each direction of travel with a raised median.

Based on this classification, the developer will construct half-street improvements along the project frontage. As a result, Houser Road will be widened to provide three (3) westbound through lanes adjacent to the site. Although the pavement for three (3) lanes will be provided, the street will remain striped for one (1) lane until additional capacity is necessary or until the surrounding roadway network is complete.

Houser Road and Tumbleweed Road (4)
To mitigate the poor level of service, the intersection of Houser Road and Tumbleweed Road (4) could be converted to all-way stop controlled.

Houser Road and Eleven Mile Corner Road (5)
Per the development agreement for the proposed development, a traffic signal will be installed at the intersection of Houser Road and Eleven Mile Corner Road (5). The timing of the installation of the signal will be determined.

To mitigate the poor level of service, the intersection of Houser Road and Eleven Mile Corner Road (5) could be converted to all-way stop controlled.

The developer will construct a dedicated eastbound left turn lane with 90 feet of storage.

Battaglia Road and Frontier Street (7)
To mitigate the poor level of service, the intersection of Battaglia Road and Frontier Street (7) could be converted to all-way stop controlled.

Eleven Mile Corner Road and Driveway F (15) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Eleven Mile Corner Road and Driveway G (16) – *EB Stop-Controlled Intersection*
The eastbound approach will be stop-controlled and will provide one (1) shared left-right turn lane. A dedicated right turn lane will be constructed on the southbound approach. A dedicated left-turn lane will be constructed on the northbound approach. This driveway is full access.

Houser Road and Driveway H (17) – *SB Stop-Controlled Intersection*
The southbound approach will be stop-controlled and will provide one (1) right turn lane. This driveway is right-in, right-out.

Houser Road and Driveway I (18) – *SB Stop-Controlled Intersection*
The southbound approach will be stop-controlled and provide one (1) shared left-right turn lane. A dedicated left-turn lane with 90 feet of storage will be constructed on the eastbound approach. This driveway is full access.

Houser Road and Driveway J (19) – *SB Stop-Controlled Intersection*
The southbound approach will be stop-controlled and will provide one (1) right turn lane. This driveway is right-in, right-out.

Houser Road and Driveway K (20) – *SB Stop-Controlled Intersection*
The southbound approach will be stop-controlled and provide one (1) shared left-right turn lane. This driveway is full access.

Appendix A – Proposed Site Plan



Conceptual Plan Data:

Parcel:	Gross Ac:	Net Ac:	Proposed Use:	Units/Lots:	Lot Size:	DU/Gross Ac:	DU/Net Ac:
A.	19.1	14.0	Commcercial Center	N/A	N/A	N/A	N/A
B.	2.5	1.9	Self-Storage	N/A	N/A	N/A	N/A
C.	20.1	18.5	Multi-Family Apts.	360	N/A	17.91	19.46
D.	20.1	18.5	Multi-Family B.T.R.	190	N/A	9.45	10.27
E.	16.1	14.8	SFR Community	87	40x106'	4.41	4.80
Totals:	77.9	67.7		637		8.18	9.41

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

Multi-Family Unit Mix:

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

Parking:

Parcel:	Required Spaces:
A.	563
B.	5
C.	558
D.	308
E.	174 (2/Lot)

Note: Parking requirements based on use per City of Eloy Zoning Ordinance.

RVi
4835 N. Scottsdale Rd. Suite 1200
Scottsdale, Arizona 85251
Tel: 480.354.1884
www.rvipanning.com

ELOY 78 • **CONCEPTUAL MASTER PLAN**

ELOY, ARIZONA
May 30, 2024
RVI23006913
ELOY DEVELOPMENT PARTNERS III, LLC

0 25' 50' 100'
SCALE: 1" = 50'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Appendix B – Crash Data

2024

IncidentID	IncidentDateTime	CollisionManner	InjurySeverity	INTERSECTION NO			RouteName	CountryCode	Latitude
4275294	8/23/2024 10:28	2	3	11	FRONTIER	ST	Houser Rd	32.77749908	-111.5961011
4209381	6/24/2024 11:28	2	1	11	FRONTIER	ST	Battaglia Rd	32.76310009	-111.5729289
4250118	11/8/2024 7:56	2	1	11	FRONTIER	ST	Battaglia Rd	32.76307791	-111.572893
4275265	11/22/2024 14:14	3	1	11	FRONTIER	ST	Battaglia Rd	32.76307141	-111.5728825
4167514	2/1/2024 6:34	4	2	11	BATTAGLIA	RD	Frontier St	32.76307431	-111.5708322
4304464	4/15/2024 17:20	1	2	11	BATTAGLIA	RD	Frontier St	32.76307874	-111.5719171
4243464	10/19/2024 12:04	2	1	11	FRONTIER	ST	Eleven Mile Corner Rd	32.75998147	-111.5678116
4167521	3/30/2024 20:33	3	2	11	FRONTIER	ST	Eleven Mile Corner Rd	32.75997347	-111.5677985

2023

IncidentID	IncidentDateTime	CollisionManner	InjurySeverity	INTERSECTION NO			RouteName	CountryCode	Latitude
4134049	11/17/2023 18:29	97	5	11	ELEVEN MILE CORNER	RD	Shedd Rd	32.7863422	-111.5676458
4049071	6/1/2023 7:21	4	1	11	FRONTIER	ST	Houser Rd	32.77741775	-111.5959704
4122638	10/23/2023 10:04	7	1	11	FRONTIER	ST	Houser Rd	32.77701201	-111.5953164
4042460	2/17/2023 18:56	2	3	11	HOUSER	RD	Tumbleweed Rd	32.77741664	-111.5849026
4068900	7/4/2023 0:29	4	4	11	FRONTIER	ST	Battaglia Rd	32.76356348	-111.5736775
4133628	12/28/2023 18:18	2	1	11	FRONTIER	ST	Battaglia Rd	32.76307792	-111.5728931
4054783	5/22/2023 13:45	2	2	11	BATTAGLIA	RD	Eleven Mile Corner Rd	32.7630566	-111.5677617
4092326	8/5/2023 19:02	1	1	11	BATTAGLIA	RD	Eleven Mile Corner Rd	32.76305669	-111.5677778
4126943	8/14/2023 7:45	2	3	11	BATTAGLIA	RD	Eleven Mile Corner Rd	32.76305697	-111.5678265
4011962	2/9/2023 10:40	2	2	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76305669	-111.5677779
4042835	3/29/2023 9:22	3	1	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76305669	-111.5677779
4083510	8/24/2023 7:58	2	4	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76305671	-111.5677779
4092324	8/19/2023 10:26	97	3	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76305671	-111.5677779
4092325	8/4/2023 13:08	2	3	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76305671	-111.5677779
4095731	9/5/2023 9:32	2	1	11	ELEVEN MILE CORNER	RD	Battaglia Rd	32.76308408	-111.5677777
4012443	2/21/2023 17:08	3	2	11	FRONTIER	ST	Eleven Mile Corner Rd	32.75997076	-111.567794
4054146	6/5/2023 11:11	4	4	11	FRONTIER	ST	Eleven Mile Corner Rd	32.76013362	-111.5680614
4006386	2/23/2023 17:10	2	2	11	ELEVEN MILE CORNER	RD	Frontier St	32.75997344	-111.5677984

2022

IncidentID	IncidentDateTime	CollisionManner	InjurySeverity	INTERSECTION NO			RouteName	CountryCode	Latitude
3969979	11/8/2022 11:44	1	1	11	HOUSER	RD	Eleven Mile Corner Rd	32.77774231	-111.5674372
3917583	6/20/2022 16:48	97	2	11	BATTAGLIA	RD	Frontier St	32.76307796	-111.572828
3953103	9/4/2022 10:55	4	2	11	BATTAGLIA	RD	Frontier St	32.76307784	-111.5729744
3867019	1/20/2022 7:58	2	1	11	BATTAGLIA	RD	Eleven Mile Corner Rd	32.76305641	-111.5677292
3941269	8/23/2022 14:55	2	3	11	ELEVEN MILE CORNER	RD	Battaglia Dr	32.76305669	-111.5677779
3950288	9/18/2022 14:07	2	1	11	FRONTIER	ST	Eleven Mile Corner Rd	32.7599242	-111.5677207
3907402	5/25/2022 17:14	6	1	11	FRONTIER (0)	ST	Eleven Mile Corner Rd	32.75997347	-111.5677985
3881299	2/3/2022 14:33	97	1	11	ELEVEN MILE CORNER	RD	Frontier St	32.76052308	-111.5677971

2024

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4275294	8/23/2024 10:28	2	3	11	FRONTIER	ST	Houser Rd	32.77749908	-111.5961011
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3881299	2/3/2022 14:33	97	1	11	ELEVEN MILE CORNER	RD	Frontier St	32.76052308	-111.5677971

Appendix C – Parcel Information

PINAL COUNTY

ASSESSOR

PARCEL SEARCH

NEW SEARCH

PARCEL DETAILS

- Comparable properties
- Tax Information
- Parcel Map Viewer
- Tax Year Chart
- Property Address Location
- Share this parcel
- Print Details

PROPERTY INFORMATION

PARCEL NUMBER
404-27-0150

S/T/R
25/07S/07E

PROPERTY DESCRIPTION
SANTA CRUZ RANCHES PARCEL 15 CABINET B SLIDE 138 SEC 25-7S-7E 3530625 SQ FT 81.052 AC

SUBDIVISION
N/A

UNIT
N/A

BLOCK
N/A

LOT
N/A

PHASE
N/A

CABINET
N/A

SLIDE
N/A

OWNER INFORMATION

PRIMARY OWNER
CITY OF ELOY

NAME 2
N/A

IN C/O
N/A

TAX BILL MAILING ADDRESS
MAIL RETURN ,

PROPERTY ADDRESS(LOCATION)

PARCEL ALERT LIST
NO

DATE OF RECORDING
Not Given

SALE AMOUNT
Not Given

DOCUMENT(S)

VALUATION INFORMATION

Previous year valuations are subject to change as prescribed in the Arizona Revised Statutes. All changes in value may not be reflected in this data. For updated/correct figures, please refer to the Treasurer's Office website.

Tax Year: 2026

TAX AREA CODE:
2209

USE CODE:
9700

PARCEL SIZE
81.05

SIZE INDICATOR
Acres

FULL CASH VALUE
$243,211.00

LIMITED VALUE(LVP)
$195,546.00

ASSESSED FCV
$0.00

ASSESSED LPV
$0.00

LAND LEGAL CLASS
02RL-Vacant Land / Non-Profit Imp

IMPR. LEGAL CLASS
-

IMPROVEMENTS

IMP	ITEM	CONST YEAR	GRND FLR PERIM	STORIES	TOTAL SQ. FT.
0		0	0	0	0

ATTACHED PERSONAL PROPERTY
No Personal Property Listed

EXEMPTIONS

WIDOW
No

WIDOWER

No

SENIOR FREEZE

No

DISCLAIMER

THE DATA PRESENTED ON THIS WEBSITE IS DEEMED RELIABLE BUT NOT GUARANTEED. THIS INFORMATION SHOULD BE USED FOR INFORMATIONAL USE ONLY AND DOES NOT CONSTITUTE A LEGAL DOCUMENT FOR THE DESCRIPTION OF THESE PROPERTIES. THE PINAL COUNTY ASSESSOR'S OFFICE DISCLAIMS ANY RESPONSIBILITY OR LIABILITY FOR ANY DIRECT OR INDIRECT DAMAGES RESULTING FROM THE USE OF THIS DATA.

Appendix D – Traffic Count Data

All Traffic Data Services, LLC
12200 W 52nd Ave
Wheat Ridge, CO 80033
www.alltrafficdata.net

Site Code: 10
Station ID:
11 Mile Corner N/O Houser Rd

Start Time	29-Jul-25 Tue	NB	SB							Total
12:00 AM		4	4							8
01:00		4	7							11
02:00		8	6							14
03:00		17	11							28
04:00		49	20							69
05:00		51	41							92
06:00		81	56							137
07:00		**87**	**66**							**153**
08:00		31	31							62
09:00		38	30							68
10:00		34	45							79
11:00		42	42							84
12:00 PM		52	38							90
01:00		42	40							82
02:00		65	72							137
03:00		65	**81**							**146**
04:00		**66**	75							141
05:00		50	62							112
06:00		39	57							96
07:00		35	59							94
08:00		23	36							59
09:00		21	22							43
10:00		12	16							28
11:00		12	15							27
Total		928	932							1860
Percent		49.9%	50.1%							
AM Peak	-	07:00	07:00	-	-	-	-	-	-	07:00
Vol.	-	87	66	-	-	-	-	-	-	153
PM Peak	-	16:00	15:00	-	-	-	-	-	-	15:00
Vol.	-	66	81	-	-	-	-	-	-	146
Grand Total		928	932							1860
Percent		49.9%	50.1%							
ADT		ADT 1,860		AADT 1,860						

All Traffic Data Services, LLC
12200 W 52nd Ave
Wheat Ridge, CO 80033
www.alltrafficdata.net

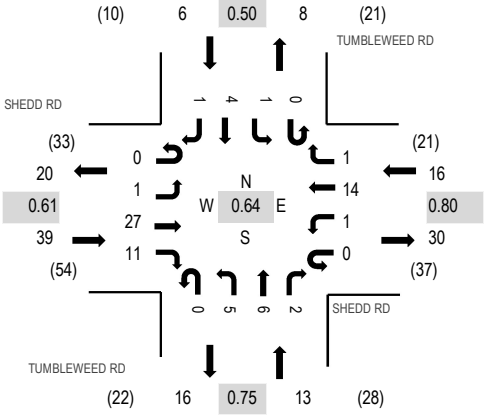
Site Code: 11
Station ID:
Houser Rd W/O 11 Mile Corner

Start Time	29-Jul-25 Tue	EB	WB						Total
12:00 AM		1	1						2
01:00		0	0						0
02:00		0	1						1
03:00		1	3						4
04:00		5	4						9
05:00		13	10						23
06:00		16	10						26
07:00		**18**	9						**27**
08:00		10	3						13
09:00		7	5						12
10:00		12	**15**						27
11:00		10	8						18
12:00 PM		10	11						21
01:00		9	14						23
02:00		8	11						19
03:00		**14**	**15**						**29**
04:00		14	15						29
05:00		7	9						16
06:00		4	6						10
07:00		5	8						13
08:00		7	4						11
09:00		2	2						4
10:00		2	1						3
11:00		2	0						2
Total		177	165						342
Percent		51.8%	48.2%						
AM Peak	-	07:00	10:00	-	-	-	-	-	07:00
Vol.	-	18	15	-	-	-	-	-	27
PM Peak	-	15:00	15:00	-	-	-	-	-	15:00
Vol.	-	14	15	-	-	-	-	-	29
Grand Total		177	165						342
Percent		51.8%	48.2%						
ADT		ADT 342		AADT 342					

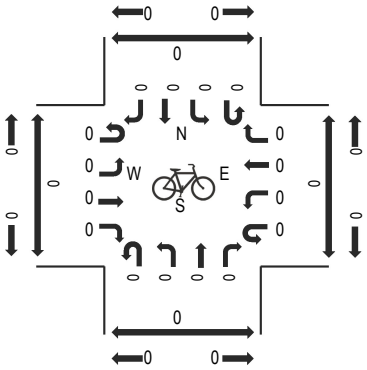
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 TUMBLEWEED RD & SHEDD RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

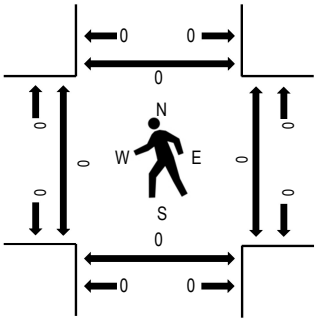
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

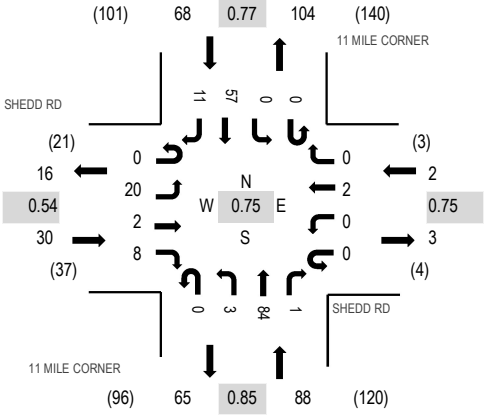
Traffic Counts - Motorized Vehicles

Interval Start Time	SHEDD RD Eastbound				SHEDD RD Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	5	3	0	0	4	0	0	1	3	0	0	0	1	0	17	74	0	0	0	0
7:15 AM	0	0	11	5	0	1	4	0	0	3	1	1	0	1	2	0	29	65	0	0	0	0
7:30 AM	0	0	6	0	0	0	4	0	0	1	1	1	0	0	1	1	15	49	0	0	0	0
7:45 AM	0	1	5	3	0	0	2	1	0	0	1	0	0	0	0	0	13	44	0	0	0	0
8:00 AM	0	1	3	0	0	0	2	0	0	0	2	0	0	0	0	0	8	39	0	0	0	0
8:15 AM	0	1	2	2	0	0	0	1	0	4	1	0	0	0	2	0	13		0	0	0	0
8:30 AM	0	1	1	1	0	0	1	0	0	3	1	0	0	0	1	1	10		0	0	0	0
8:45 AM	0	2	1	0	0	0	1	0	0	1	3	0	0	0	0	0	8		0	0	0	0
Count Total	0	6	34	14	0	1	18	2	0	13	13	2	0	1	7	2	113		0	0	0	0
Peak Hour	0	1	27	11	0	1	14	1	0	5	6	2	0	1	4	1	74		0	0	0	0

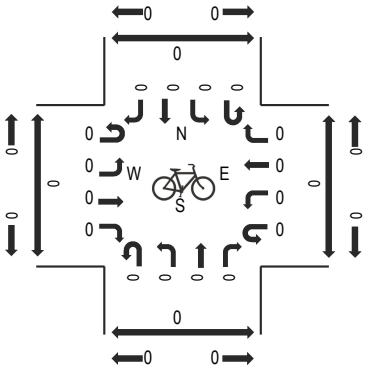
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 11 MILE CORNER & SHEDD RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

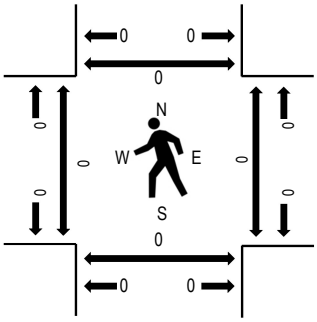
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SHEDD RD Eastbound				SHEDD RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	3	0	1	0	0	0	0	0	0	24	1	0	0	15	4	48	188	0	0	0	0
7:15 AM	0	11	0	3	0	0	1	0	0	1	25	0	0	0	19	3	63	165	0	0	0	0
7:30 AM	0	3	2	2	0	0	1	0	0	1	19	0	0	0	13	2	43	117	0	0	0	0
7:45 AM	0	3	0	2	0	0	0	0	0	1	16	0	0	0	10	2	34	96	0	0	0	0
8:00 AM	0	3	0	0	0	1	0	0	0	1	12	0	0	0	7	1	25	73	0	0	0	0
8:15 AM	0	1	0	1	0	0	0	0	0	0	5	0	0	0	7	1	15		0	0	0	0
8:30 AM	0	0	1	0	0	0	0	0	0	0	8	0	0	0	11	2	22		0	0	0	0
8:45 AM	0	1	0	0	0	0	0	0	0	0	6	0	0	0	4	0	11		0	0	0	0
Count Total	0	25	3	9	0	1	2	0	0	4	115	1	0	0	86	15	261		0	0	0	0
Peak Hour	0	20	2	8	0	0	2	0	0	3	84	1	0	0	57	11	188		0	0	0	0

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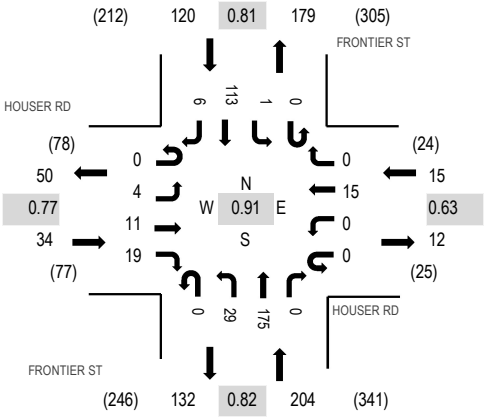
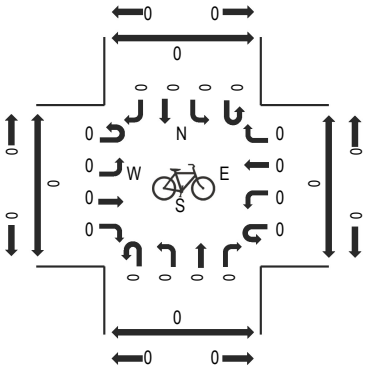
Location: 3 FRONTIER ST & HOUSER RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

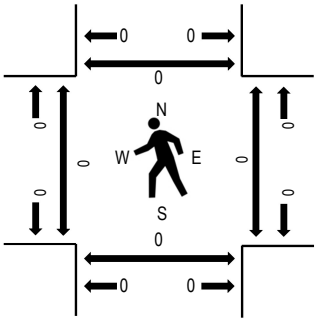
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				FRONTIER ST Northbound				FRONTIER ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	3	4	5	0	0	6	0	0	4	38	0	0	1	14	1	76	373	0	0	0	0
7:15 AM	0	0	2	3	0	0	6	0	0	8	44	0	0	0	36	1	100	363	0	0	0	0
7:30 AM	0	1	4	3	0	0	1	0	0	8	54	0	0	0	31	0	102	343	0	0	0	0
7:45 AM	0	0	1	8	0	0	2	0	0	9	39	0	0	0	32	4	95	314	0	0	0	0
8:00 AM	0	2	4	8	0	0	2	1	0	7	26	0	0	0	14	2	66	281	0	0	0	0
8:15 AM	0	1	1	4	0	0	1	1	0	5	37	0	0	1	29	0	80		0	0	0	0
8:30 AM	0	1	3	7	0	0	2	0	0	5	30	0	0	0	25	0	73		0	0	0	0
8:45 AM	0	2	4	6	0	0	1	1	0	3	24	0	0	0	21	0	62		0	0	0	0
Count Total	0	10	23	44	0	0	21	3	0	49	292	0	0	2	202	8	654		0	0	0	0
Peak Hour	0	4	11	19	0	0	15	0	0	29	175	0	0	1	113	6	373		0	0	0	0

ALL TRAFFIC DATA SERVICES
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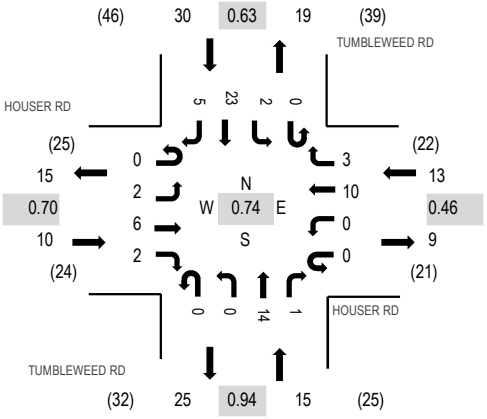
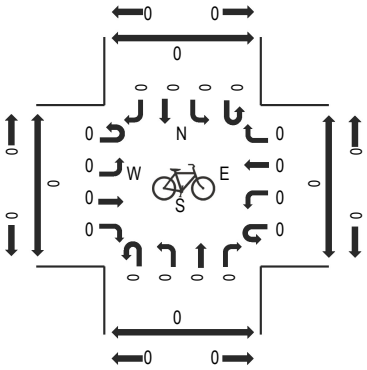
Location: 4 TUMBLEWEED RD & HOUSER RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

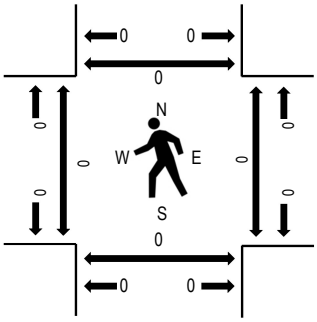
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	2	2	0	0	0	5	2	0	0	3	1	0	0	2	1	18	68	0	0	0	0
7:15 AM	0	0	2	1	0	0	4	0	0	0	4	0	0	0	10	2	23	64	0	0	0	0
7:30 AM	0	0	2	1	0	0	0	1	0	0	4	0	0	0	8	1	17	51	0	0	0	0
7:45 AM	0	0	0	0	0	0	1	0	0	0	3	0	0	2	3	1	10	49	0	0	0	0
8:00 AM	0	1	4	0	0	0	3	1	0	0	2	0	0	1	2	0	14	49	0	0	0	0
8:15 AM	0	1	1	0	0	0	0	1	0	0	3	0	0	0	2	2	10		0	0	0	0
8:30 AM	0	0	3	0	0	0	1	3	0	0	2	0	0	2	1	3	15		0	0	0	0
8:45 AM	0	3	1	0	0	0	0	0	0	0	3	0	0	0	2	1	10		0	0	0	0
Count Total	0	7	15	2	0	0	14	8	0	0	24	1	0	5	30	11	117		0	0	0	0
Peak Hour	0	2	6	2	0	0	10	3	0	0	14	1	0	2	23	5	68		0	0	0	0

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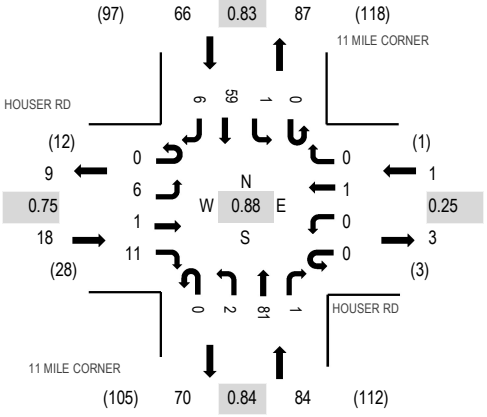
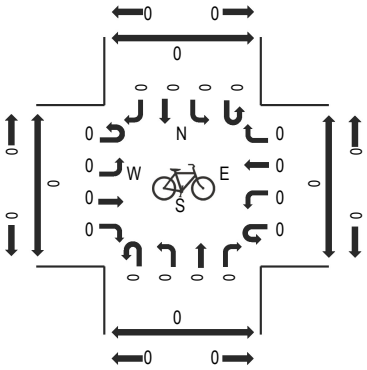
Location: 5 11 MILE CORNER & HOUSER RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

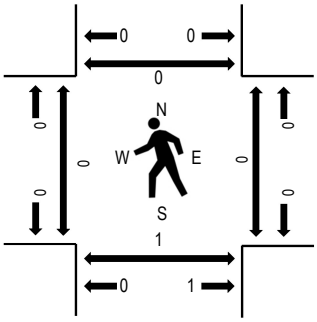
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	1	2	0	0	0	0	0	0	24	1	0	1	15	1	46	169	0	0	0	0
7:15 AM	0	2	0	4	0	0	0	0	0	0	22	0	0	0	17	3	48	145	0	0	0	0
7:30 AM	0	2	0	1	0	0	0	0	0	2	21	0	0	0	16	0	42	111	0	0	0	0
7:45 AM	0	1	0	4	0	0	1	0	0	0	14	0	0	0	11	2	33	90	0	0	1	0
8:00 AM	0	2	0	1	0	0	0	0	0	1	10	0	0	0	7	1	22	69	0	0	0	0
8:15 AM	0	0	0	2	0	0	0	0	0	0	4	0	0	0	8	0	14		0	0	0	0
8:30 AM	0	2	0	2	0	0	0	0	0	1	5	0	0	0	11	0	21		0	0	0	0
8:45 AM	0	1	0	0	0	0	0	0	0	0	7	0	0	0	4	0	12		0	0	0	0
Count Total	0	11	1	16	0	0	1	0	0	4	107	1	0	1	89	7	238		0	0	1	0
Peak Hour	0	6	1	11	0	0	1	0	0	2	81	1	0	1	59	6	169		0	0	1	0

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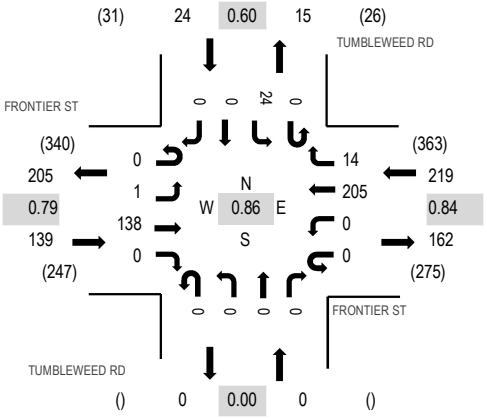
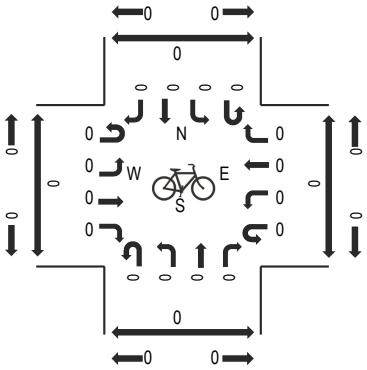
Location: 6 TUMBLEWEED RD & FRONTIER ST AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:15 AM - 07:30 AM

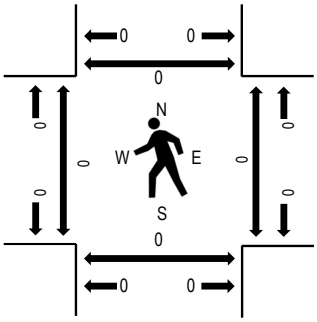
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	FRONTIER ST Eastbound				FRONTIER ST Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	15	0	0	0	44	3	0	0	0	0	0	2	0	0	65	382	0	0	0	0
7:15 AM	0	0	45	0	0	0	51	5	0	0	0	0	0	10	0	0	111	374	0	0	0	0
7:30 AM	0	0	33	0	0	0	62	3	0	0	0	0	0	9	0	0	107	345	0	0	0	0
7:45 AM	0	0	45	0	0	0	48	3	0	0	0	0	0	3	0	0	99	303	0	0	0	0
8:00 AM	0	0	20	0	0	0	32	3	0	0	0	0	0	2	0	0	57	259	0	0	0	0
8:15 AM	0	1	33	0	0	0	44	2	0	0	0	0	0	2	0	0	82		0	0	0	0
8:30 AM	0	1	27	0	0	0	35	1	0	0	0	0	0	1	0	0	65		0	0	0	0
8:45 AM	0	0	26	0	0	0	24	3	0	0	0	0	0	2	0	0	55		0	0	0	0
Count Total	0	3	244	0	0	0	340	23	0	0	0	0	0	31	0	0	641		0	0	0	0
Peak Hour	0	1	138	0	0	0	205	14	0	0	0	0	0	24	0	0	382		0	0	0	0

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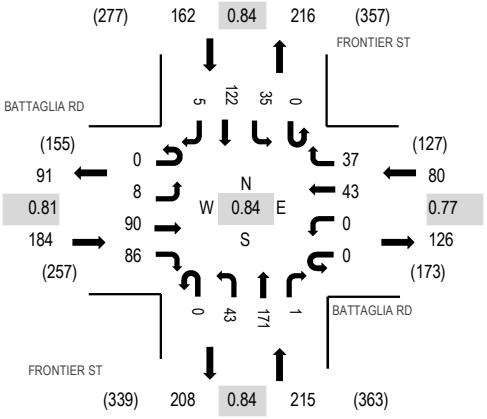
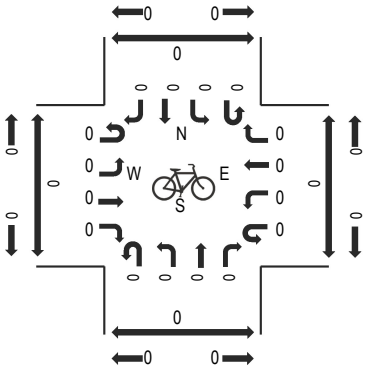
Location: 7 FRONTIER ST & BATTAGLIA RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

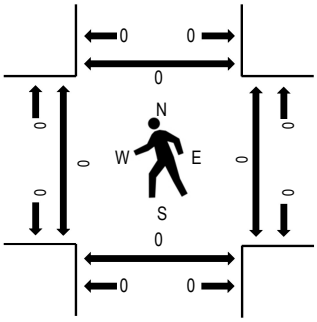
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BATTAGLIA RD Eastbound				BATTAGLIA RD Westbound				FRONTIER ST Northbound				FRONTIER ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	4	20	12	0	0	9	7	0	10	40	1	0	7	10	1	121	641	0	0	0	0
7:15 AM	0	2	24	29	0	0	5	8	0	3	42	0	0	12	34	4	163	615	0	0	0	0
7:30 AM	0	1	30	26	0	0	12	13	0	16	48	0	0	9	36	0	191	560	0	0	0	0
7:45 AM	0	1	16	19	0	0	17	9	0	14	41	0	0	7	42	0	166	466	0	0	0	0
8:00 AM	0	3	7	10	0	0	6	5	0	14	26	0	0	5	16	3	95	383	0	0	0	0
8:15 AM	0	2	6	14	0	0	4	7	0	8	35	0	0	2	28	2	108		0	0	0	0
8:30 AM	0	1	5	13	0	0	4	9	0	11	25	0	0	7	21	1	97		0	0	0	0
8:45 AM	0	0	8	4	0	0	5	7	0	6	21	2	0	5	25	0	83		0	0	0	0
Count Total	0	14	116	127	0	0	62	65	0	82	278	3	0	54	212	11	1,024		0	0	0	0
Peak Hour	0	8	90	86	0	0	43	37	0	43	171	1	0	35	122	5	641		0	0	0	0

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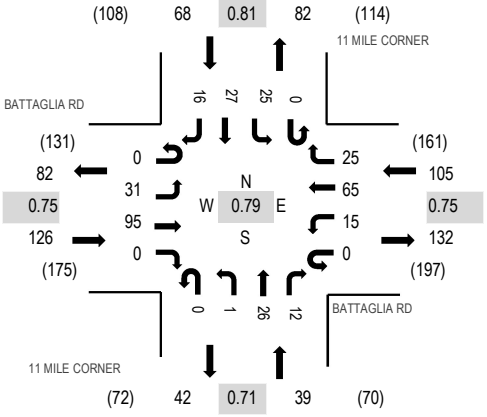
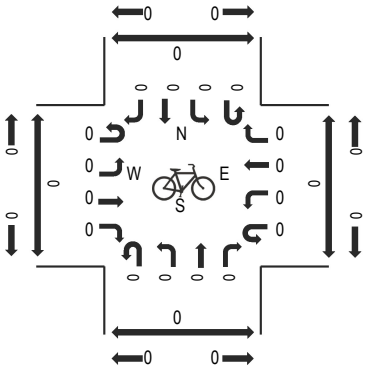
Location: 8 11 MILE CORNER & BATTAGLIA RD AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

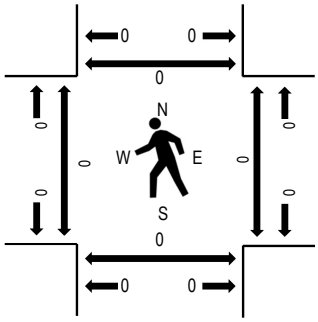
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	BATTAGLIA RD Eastbound				BATTAGLIA RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	10	15	0	0	4	10	7	0	0	7	1	0	5	5	7	71	338	0	0	0	0
7:15 AM	0	9	28	0	0	4	11	3	0	1	10	3	0	9	6	3	87	313	0	0	0	0
7:30 AM	0	8	34	0	0	3	21	11	0	0	5	4	0	7	10	4	107	266	0	0	0	0
7:45 AM	0	4	18	0	0	4	23	4	0	0	4	4	0	4	6	2	73	204	0	0	0	0
8:00 AM	0	3	9	0	0	2	9	4	0	1	5	3	0	3	5	2	46	176	0	0	0	0
8:15 AM	0	3	6	0	0	2	9	0	0	0	4	4	0	6	4	2	40		0	0	0	0
8:30 AM	0	1	10	0	0	3	11	1	0	0	4	3	0	2	8	2	45		0	0	0	0
8:45 AM	0	3	14	0	0	2	12	1	0	0	3	4	0	1	4	1	45		0	0	0	0
Count Total	0	41	134	0	0	24	106	31	0	2	42	26	0	37	48	23	514		0	0	0	0
Peak Hour	0	31	95	0	0	15	65	25	0	1	26	12	0	25	27	16	338		0	0	0	0

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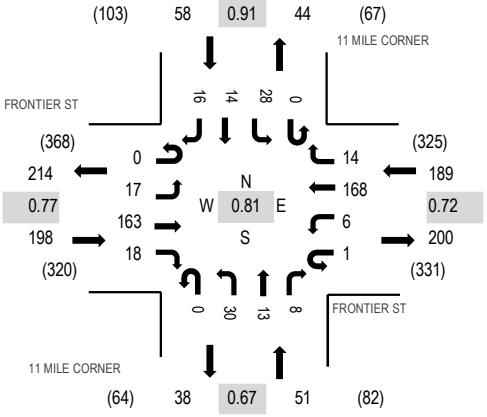
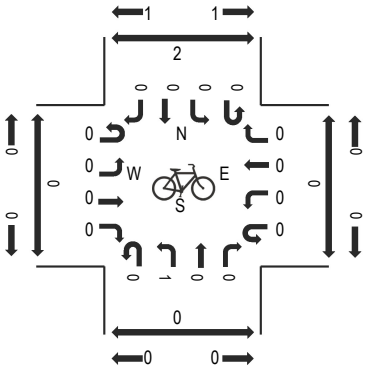
Location: 9 11 MILE CORNER & FRONTIER ST AM
Date: Tuesday, July 29, 2025
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

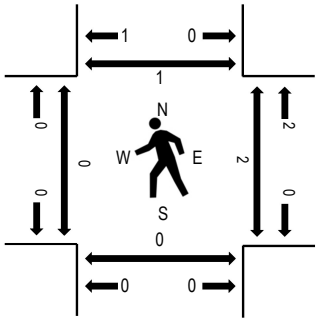
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	FRONTIER ST Eastbound				FRONTIER ST Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	17	5	1	2	37	3	0	14	3	2	0	3	7	4	98	496	0	1	0	0
7:15 AM	0	6	48	4	0	0	28	7	0	9	2	5	0	7	2	6	124	481	0	0	0	0
7:30 AM	0	9	51	4	0	4	58	4	0	5	5	0	0	8	1	4	153	455	0	0	0	0
7:45 AM	0	2	47	5	0	0	45	0	0	2	3	1	0	10	4	2	121	387	0	1	0	1
8:00 AM	0	1	19	2	1	0	34	6	0	2	5	1	0	4	5	3	83	334	0	0	0	0
8:15 AM	0	2	37	5	0	2	34	1	0	6	1	0	0	7	0	3	98		0	0	0	0
8:30 AM	0	4	20	4	0	1	33	2	0	8	1	0	0	12	0	0	85		0	0	0	0
8:45 AM	0	0	25	3	0	1	21	0	0	5	0	2	0	3	3	5	68		0	0	0	0
Count Total	0	24	264	32	2	10	290	23	0	51	20	11	0	54	22	27	830		0	2	0	1
Peak Hour	0	17	163	18	1	6	168	14	0	30	13	8	0	28	14	16	496		0	2	0	1

ALL TRAFFIC DATA SERVICES
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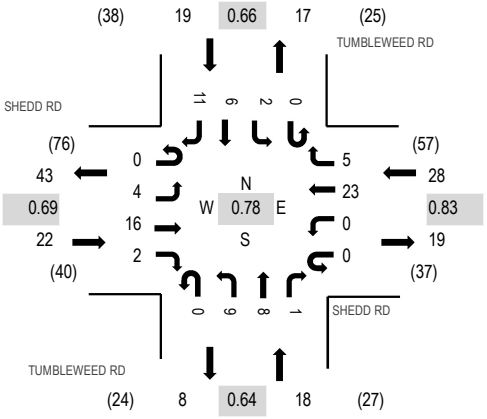
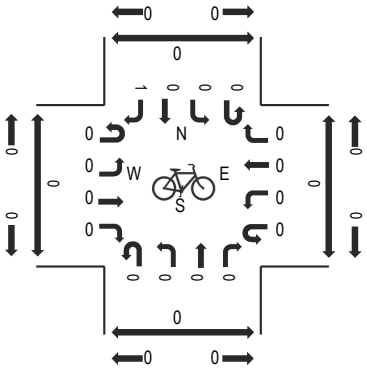
Location: 1 TUMBLEWEED RD & SHEDD RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 05:00 PM - 05:15 PM

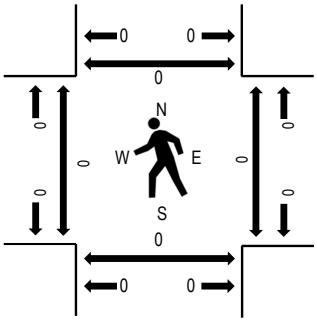
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SHEDD RD Eastbound				SHEDD RD Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	3	1	0	1	8	1	0	1	0	1	0	2	4	2	24	83	0	0	0	0
4:15 PM	0	1	2	0	0	0	7	0	0	1	3	0	0	2	2	4	22	87	0	0	0	0
4:30 PM	0	0	4	1	0	0	3	1	0	2	1	1	0	0	0	3	16	80	0	0	0	0
4:45 PM	0	1	6	1	0	0	6	2	0	2	1	0	0	0	1	1	21	84	0	0	0	0
5:00 PM	0	2	4	0	0	0	7	2	0	4	3	0	0	0	3	3	28	79	0	0	0	0
5:15 PM	0	0	2	1	0	1	4	1	0	1	1	0	0	1	2	1	15		0	0	0	0
5:30 PM	0	0	4	0	0	0	9	1	0	0	2	0	0	0	2	2	20		0	0	0	0
5:45 PM	0	2	4	1	0	2	1	0	0	3	0	0	0	1	1	1	16		0	0	0	0
Count Total	0	6	29	5	0	4	45	8	0	14	11	2	0	6	15	17	162		0	0	0	0
Peak Hour	0	4	16	2	0	0	23	5	0	9	8	1	0	2	6	11	87		0	0	0	0

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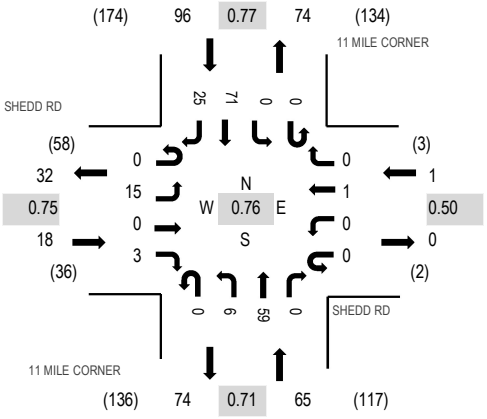
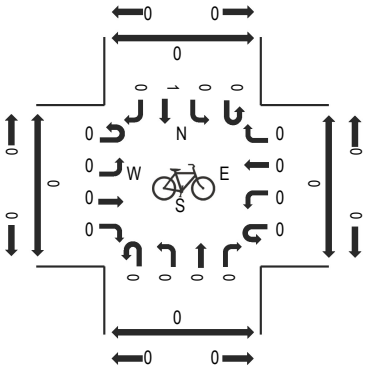
Location: 2 11 MILE CORNER & SHEDD RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

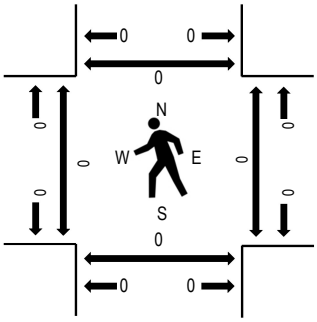
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SHEDD RD Eastbound				SHEDD RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	6	0	0	0	0	1	0	0	2	14	0	0	0	16	8	47	180	0	0	0	0
4:15 PM	0	4	0	1	0	0	0	0	0	3	20	0	0	0	26	5	59	170	0	0	0	0
4:30 PM	0	2	0	0	0	0	0	0	0	0	12	0	0	0	15	3	32	150	0	0	0	0
4:45 PM	0	3	0	2	0	0	0	0	0	1	13	0	0	0	14	9	42	157	0	0	0	0
5:00 PM	0	6	0	0	0	0	1	0	0	0	12	0	0	0	12	6	37	150	0	0	0	0
5:15 PM	0	3	0	1	0	0	0	0	0	2	10	2	0	0	16	5	39		0	0	0	0
5:30 PM	0	3	0	0	0	0	0	1	0	4	12	0	0	0	13	6	39		0	0	0	0
5:45 PM	0	3	0	2	0	0	0	0	0	0	10	0	0	0	18	2	35		0	0	0	0
Count Total	0	30	0	6	0	0	2	1	0	12	103	2	0	0	130	44	330		0	0	0	0
Peak Hour	0	15	0	3	0	0	1	0	0	6	59	0	0	0	71	25	180		0	0	0	0

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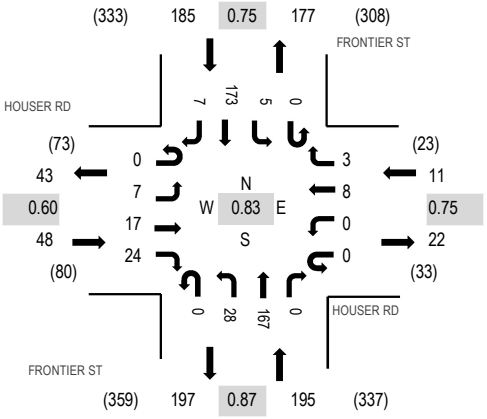
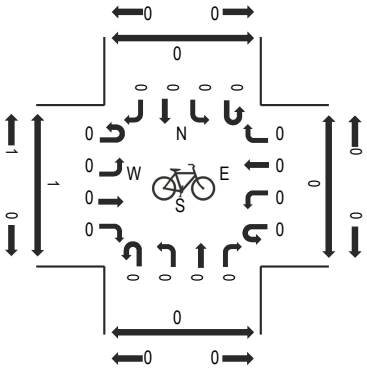
Location: 3 FRONTIER ST & HOUSER RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

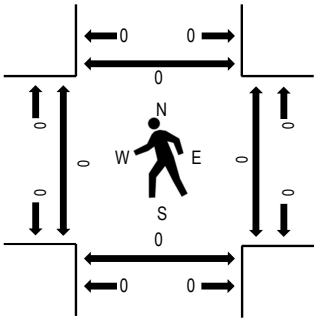
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				FRONTIER ST Northbound				FRONTIER ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	9	9	0	0	3	3	0	9	38	0	0	0	38	2	113	439	0	0	0	0
4:15 PM	0	2	5	6	0	0	2	0	0	10	46	0	0	2	59	1	133	430	0	0	0	0
4:30 PM	0	2	2	2	0	0	1	0	0	6	49	0	0	3	40	3	108	387	0	0	0	0
4:45 PM	0	1	1	7	0	0	2	0	0	3	34	0	0	0	36	1	85	356	0	0	0	0
5:00 PM	0	2	2	9	0	0	2	1	0	1	45	0	0	1	40	1	104	334	0	0	0	0
5:15 PM	0	0	2	6	0	0	3	0	0	7	31	0	0	0	41	0	90		0	0	0	0
5:30 PM	0	1	2	3	0	0	0	2	0	7	28	0	0	2	29	3	77		0	0	0	0
5:45 PM	0	0	2	3	0	0	2	2	0	4	19	0	0	0	31	0	63		0	0	0	0
Count Total	0	10	25	45	0	0	15	8	0	47	290	0	0	8	314	11	773		0	0	0	0
Peak Hour	0	7	17	24	0	0	8	3	0	28	167	0	0	5	173	7	439		0	0	0	0

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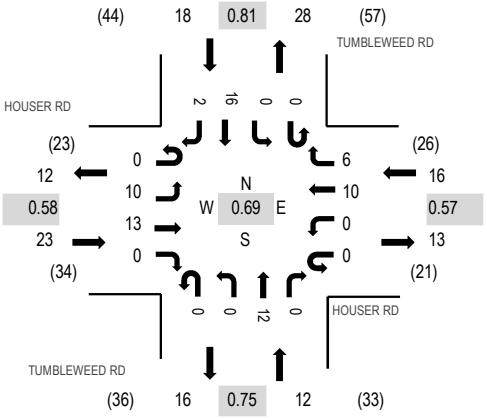
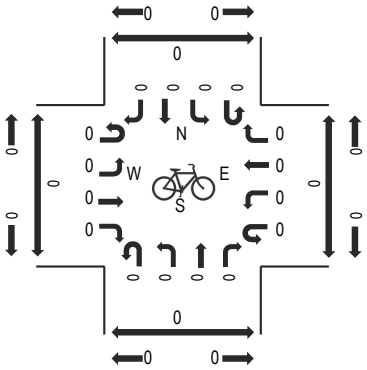
Location: 4 TUMBLEWEED RD & HOUSER RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:00 PM - 04:15 PM

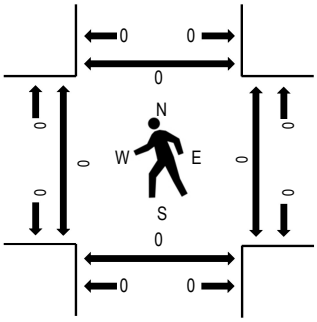
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	4	6	0	0	0	5	2	0	0	2	0	0	0	5	1	25	69	0	0	0	0
4:15 PM	0	3	4	0	0	0	2	2	0	0	1	0	0	0	4	0	16	64	0	0	0	0
4:30 PM	0	2	3	0	0	0	1	2	0	0	6	0	0	0	3	1	18	64	0	0	0	0
4:45 PM	0	1	0	0	0	0	2	0	0	0	3	0	0	0	4	0	10	60	0	0	0	0
5:00 PM	0	1	2	0	0	1	0	3	0	0	7	0	0	0	3	3	20	68	0	0	0	0
5:15 PM	0	1	1	0	0	0	2	0	0	0	5	0	0	0	6	1	16		0	0	0	0
5:30 PM	0	0	3	0	0	0	0	0	0	0	6	0	0	0	4	1	14		0	0	0	0
5:45 PM	0	2	1	0	0	0	3	1	0	0	3	0	0	1	6	1	18		0	0	0	0
Count Total	0	14	20	0	0	1	15	10	0	0	33	0	0	1	35	8	137		0	0	0	0
Peak Hour	0	10	13	0	0	0	10	6	0	0	12	0	0	0	16	2	69		0	0	0	0

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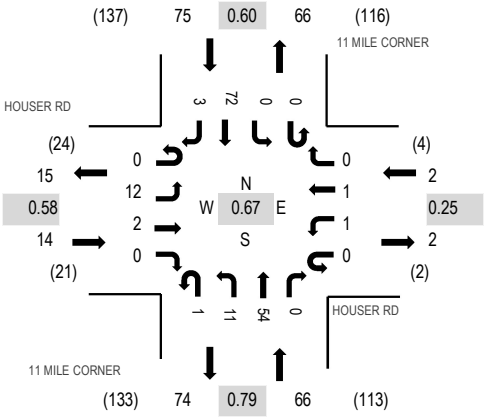
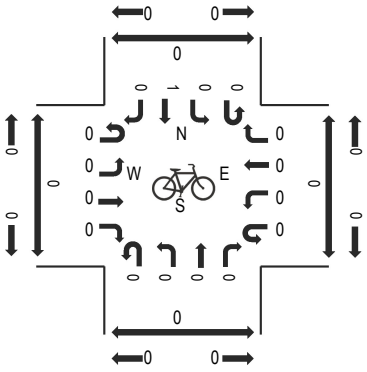
Location: 5 11 MILE CORNER & HOUSER RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

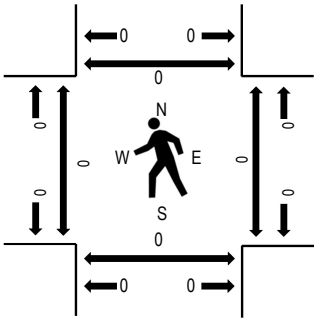
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HOUSER RD Eastbound				HOUSER RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	5	0	0	0	0	0	0	1	5	12	0	0	0	13	0	36	157	0	0	0	0
4:15 PM	0	5	1	0	0	1	0	0	0	4	17	0	0	0	29	2	59	148	0	0	0	0
4:30 PM	0	2	1	0	0	0	1	0	0	1	9	0	0	0	14	1	29	119	0	0	0	0
4:45 PM	0	0	0	0	0	0	0	0	0	1	16	0	0	0	16	0	33	118	0	0	0	0
5:00 PM	0	1	0	1	0	0	0	0	0	2	11	0	0	0	11	1	27	118	0	0	0	0
5:15 PM	0	1	0	0	0	0	0	0	0	1	12	0	0	0	15	1	30		0	0	0	0
5:30 PM	0	2	0	0	0	1	0	1	0	0	13	0	0	0	10	1	28		0	0	0	0
5:45 PM	0	2	0	0	0	0	0	0	0	1	7	0	0	0	21	2	33		0	0	0	0
Count Total	0	18	2	1	0	2	1	1	1	15	97	0	0	0	129	8	275		0	0	0	0
Peak Hour	0	12	2	0	0	1	1	0	1	11	54	0	0	0	72	3	157		0	0	0	0

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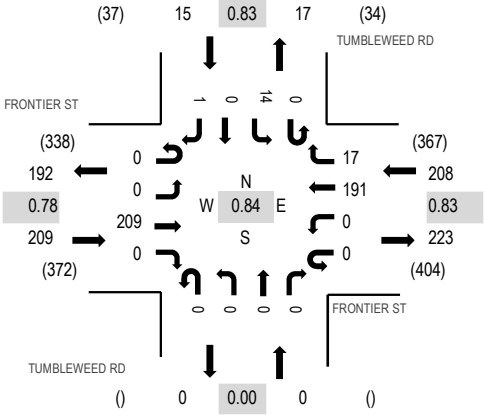
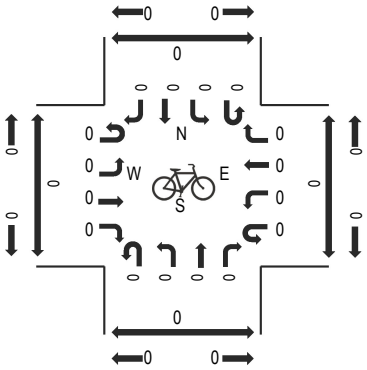
Location: 6 TUMBLEWEED RD & FRONTIER ST PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

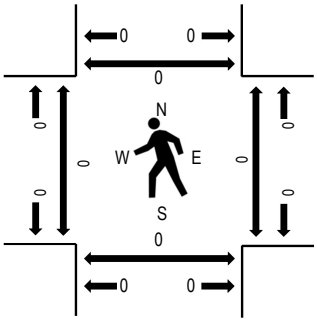
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	FRONTIER ST Eastbound				FRONTIER ST Westbound				TUMBLEWEED RD Northbound				TUMBLEWEED RD Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	44	0	0	0	49	2	0	0	0	0	0	6	0	0	101	425	0	0	0	0
4:15 PM	0	0	67	0	0	0	55	2	0	0	0	0	0	4	0	0	128	432	0	0	0	0
4:30 PM	0	0	43	0	0	0	58	5	0	0	0	0	0	3	0	1	110	401	0	0	0	0
4:45 PM	0	0	49	0	0	0	31	3	0	0	0	0	0	3	0	0	86	368	0	0	0	0
5:00 PM	0	0	50	0	0	0	47	7	0	0	0	0	0	4	0	0	108	351	0	0	0	0
5:15 PM	0	0	50	0	0	0	36	6	0	0	0	0	0	3	0	2	97		0	0	0	0
5:30 PM	0	1	32	0	0	0	34	5	0	0	0	0	0	4	0	1	77		0	0	0	0
5:45 PM	0	0	36	0	0	0	24	3	0	0	0	0	0	6	0	0	69		0	0	0	0
Count Total	0	1	371	0	0	0	334	33	0	0	0	0	0	33	0	4	776		0	0	0	0
Peak Hour	0	0	209	0	0	0	191	17	0	0	0	0	0	14	0	1	432		0	0	0	0

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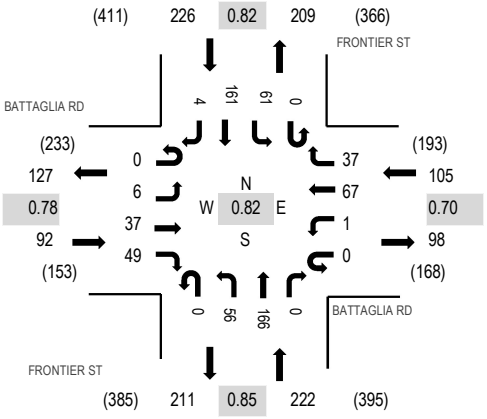
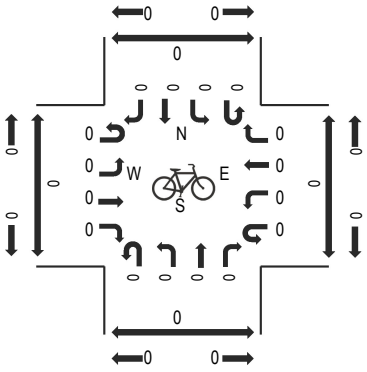
Location: 7 FRONTIER ST & BATTAGLIA RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

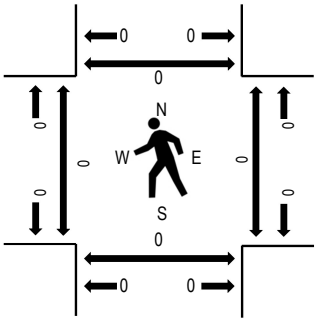
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

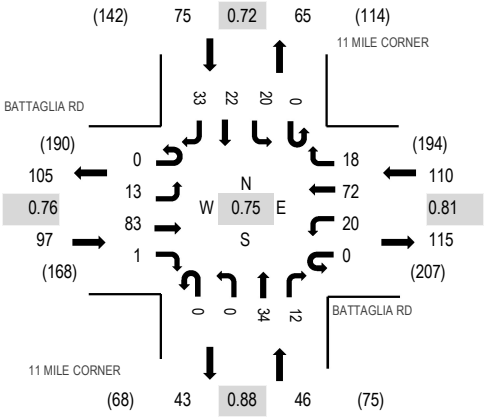
Traffic Counts - Motorized Vehicles

Interval Start Time	BATTAGLIA RD Eastbound				BATTAGLIA RD Westbound				FRONTIER ST Northbound				FRONTIER ST Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	1	9	10	0	0	18	12	0	16	40	0	0	11	40	1	158	640	0	0	0	0
4:15 PM	0	1	13	16	0	1	27	10	0	16	44	0	0	19	50	0	197	645	0	0	0	0
4:30 PM	0	1	7	11	0	0	15	9	0	11	54	0	0	5	38	2	153	577	0	0	0	0
4:45 PM	0	3	11	10	0	0	8	7	0	14	23	0	0	20	36	0	132	542	0	0	0	0
5:00 PM	0	1	6	12	0	0	17	11	0	15	45	0	0	17	37	2	163	512	0	0	0	0
5:15 PM	0	0	6	6	0	0	18	7	0	9	31	0	0	13	39	0	129		0	0	0	0
5:30 PM	0	0	8	7	0	1	13	6	0	13	33	0	0	8	27	2	118		0	0	0	0
5:45 PM	0	0	2	12	0	1	6	6	0	10	21	0	0	13	31	0	102		0	0	0	0
Count Total	0	7	62	84	0	3	122	68	0	104	291	0	0	106	298	7	1,152		0	0	0	0
Peak Hour	0	6	37	49	0	1	67	37	0	56	166	0	0	61	161	4	645		0	0	0	0

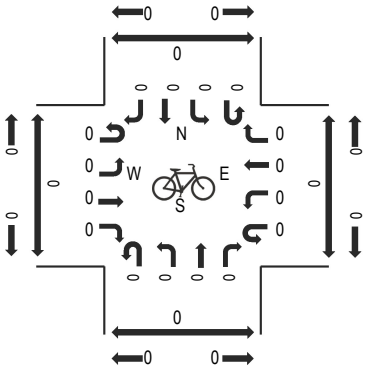
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 11 MILE CORNER & BATTAGLIA RD PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

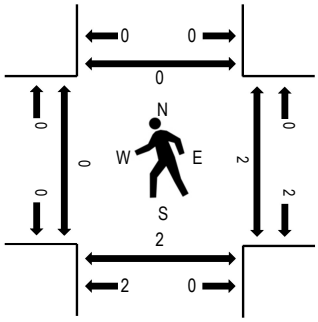
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

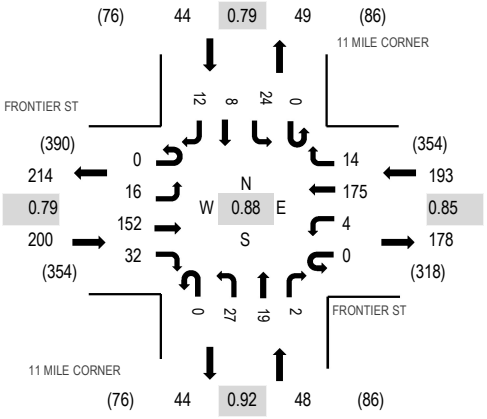
Traffic Counts - Motorized Vehicles

Interval Start Time	BATTAGLIA RD Eastbound				BATTAGLIA RD Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	4	16	0	0	5	18	5	0	0	5	0	0	8	1	12	74	325	0	0	0	0
4:15 PM	0	6	26	0	0	7	21	6	0	0	8	5	0	7	7	16	109	328	0	0	0	0
4:30 PM	0	1	11	0	0	5	17	2	0	0	7	1	0	4	7	6	61	286	0	2	2	0
4:45 PM	0	5	25	1	0	3	11	6	0	0	9	3	0	7	6	5	81	279	0	0	0	0
5:00 PM	0	1	21	0	0	5	23	4	0	0	10	3	0	2	2	6	77	254	0	0	0	0
5:15 PM	0	3	17	0	0	2	17	3	0	0	5	6	0	7	2	5	67		0	0	0	0
5:30 PM	0	2	11	1	0	1	9	8	0	0	3	6	0	0	3	10	54		0	0	0	0
5:45 PM	0	4	13	0	0	1	11	4	0	0	3	1	0	7	9	3	56		0	0	0	0
Count Total	0	26	140	2	0	29	127	38	0	0	50	25	0	42	37	63	579		0	2	2	0
Peak Hour	0	13	83	1	0	20	72	18	0	0	34	12	0	20	22	33	328		0	2	2	0

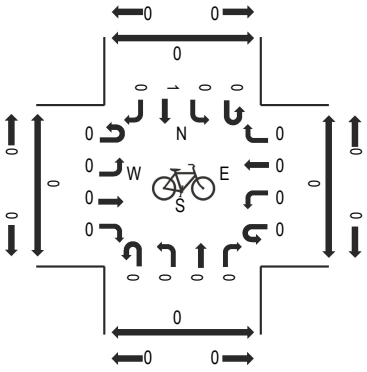
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 9 11 MILE CORNER & FRONTIER ST PM
Date: Tuesday, July 29, 2025
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

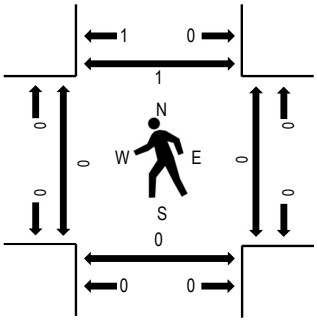
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	FRONTIER ST Eastbound				FRONTIER ST Westbound				11 MILE CORNER Northbound				11 MILE CORNER Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	4	34	8	0	1	48	4	0	9	2	0	0	11	2	1	124	485	0	0	0	0
4:15 PM	0	3	48	12	0	0	46	4	0	4	8	1	0	5	3	4	138	477	0	0	0	1
4:30 PM	0	2	41	8	0	1	53	4	0	9	3	0	0	4	2	3	130	435	0	0	0	0
4:45 PM	0	7	29	4	0	2	28	2	0	5	6	1	0	4	1	4	93	392	0	0	0	0
5:00 PM	0	1	32	11	0	0	51	6	0	6	4	1	0	2	2	0	116	385	0	0	0	0
5:15 PM	0	4	28	7	0	1	36	2	0	5	4	0	0	5	2	2	96		0	0	0	0
5:30 PM	0	2	24	2	0	1	28	3	0	8	3	2	0	7	1	6	87		0	0	0	0
5:45 PM	0	4	36	3	0	0	29	4	0	4	0	1	0	2	2	1	86		0	0	0	0
Count Total	0	27	272	55	0	6	319	29	0	50	30	6	0	40	15	21	870		0	0	0	1
Peak Hour	0	16	152	32	0	4	175	14	0	27	19	2	0	24	8	12	485		0	0	0	1

Appendix E – Existing Capacity Analysis

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	27	11	1	14	1	5	6	2	1	4	1
Future Vol, veh/h	1	27	11	1	14	1	5	6	2	1	4	1
Peak Hour Factor	0.61	0.61	0.61	0.80	0.80	0.80	0.65	0.65	0.65	0.50	0.50	0.50
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	44	18	1	18	1	8	9	3	2	8	2
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.1	7.2	7.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	38%	3%	6%	17%
Vol Thru, %	46%	69%	88%	67%
Vol Right, %	15%	28%	6%	17%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	39	16	6
LT Vol	5	1	1	1
Through Vol	6	27	14	4
RT Vol	2	11	1	1
Lane Flow Rate	20	64	20	12
Geometry Grp	1	1	1	1
Degree of Util (X)	0.023	0.068	0.022	0.013
Departure Headway (Hd)	4.074	3.842	4.014	4.029
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	877	934	892	886
Service Time	2.105	1.859	2.037	2.063
HCM Lane V/C Ratio	0.023	0.069	0.022	0.014
HCM Control Delay, s/veh	7.2	7.1	7.1	7.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.2	0.1	0

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	20	2	8	0	2	0	3	84	1	0	57	11
Future Vol, veh/h	20	2	8	0	2	0	3	84	1	0	57	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	53	53	53	50	50	50	85	85	85	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	38	4	15	0	4	0	4	99	1	0	74	14

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	189	188	81	182	195	99	88	0	0	100	0	0
Stage 1	81	81	-	106	106	-	-	-	-	-	-	-
Stage 2	108	107	-	76	88	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	771	706	979	779	701	956	1507	-	-	1493	-	-
Stage 1	927	827	-	899	807	-	-	-	-	-	-	-
Stage 2	898	807	-	933	822	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	765	705	979	761	699	956	1507	-	-	1493	-	-
Mov Cap-2 Maneuver	765	705	-	761	699	-	-	-	-	-	-	-
Stage 1	927	827	-	897	805	-	-	-	-	-	-	-
Stage 2	891	805	-	915	822	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.8	10.18	0.25	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	61	-	-	807	699	1493	-	-
HCM Lane V/C Ratio	0.002	-	-	0.07	0.006	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.8	10.2	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	11	19	0	15	0	1	113	6	29	175	0
Future Vol, veh/h	4	11	19	0	15	0	1	113	6	29	175	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	71	71	71	63	63	63	81	81	81	82	82	82
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	6	15	27	0	24	0	1	140	7	35	213	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	442	430	143	434	434	213	213	0	0	147	0	0
Stage 1	146	146	-	284	284	-	-	-	-	-	-	-
Stage 2	296	284	-	150	149	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	526	518	904	532	515	827	1357	-	-	1435	-	-
Stage 1	857	776	-	723	676	-	-	-	-	-	-	-
Stage 2	712	676	-	853	774	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	487	503	904	487	500	827	1357	-	-	1435	-	-
Mov Cap-2 Maneuver	487	503	-	487	500	-	-	-	-	-	-	-
Stage 1	856	776	-	703	657	-	-	-	-	-	-	-
Stage 2	667	657	-	810	773	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	10.83	12.55	0.06	1.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	256	-	-	665	500	15	-	-
HCM Lane V/C Ratio	0.025	-	-	0.072	0.048	0.001	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.8	12.6	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0.1	0	-	-

Intersection	
Int Delay, s/veh	4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	6	2	0	10	3	0	14	1	2	23	5
Future Vol, veh/h	2	6	2	0	10	3	0	14	1	2	23	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	63	63	63	46	46	46	94	94	94	63	63	63
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	10	3	0	22	7	0	15	1	3	37	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	73	63	40	63	66	15	44	0	0	16	0	0
Stage 1	47	47	-	15	15	-	-	-	-	-	-	-
Stage 2	26	16	-	48	51	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	918	828	1031	931	824	1064	1564	-	-	1602	-	-
Stage 1	967	856	-	1004	883	-	-	-	-	-	-	-
Stage 2	992	882	-	966	853	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	887	826	1031	916	823	1064	1564	-	-	1602	-	-
Mov Cap-2 Maneuver	887	826	-	916	823	-	-	-	-	-	-	-
Stage 1	965	854	-	1004	883	-	-	-	-	-	-	-
Stage 2	961	882	-	950	851	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.2	9.29	0	0.48
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1564	-	-	873	868	116	-	-
HCM Lane V/C Ratio	-	-	-	0.018	0.033	0.002	-	-
HCM Control Delay (s/veh)	0	-	-	9.2	9.3	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	1	11	0	1	0	2	81	1	1	59	6
Future Vol, veh/h	6	1	11	0	1	0	2	81	1	1	59	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	75	75	75	25	25	25	84	84	84	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	1	15	0	4	0	2	96	1	1	71	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	180	179	75	176	183	97	78	0	0	98	0	0
Stage 1	77	77	-	102	102	-	-	-	-	-	-	-
Stage 2	103	102	-	74	81	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	781	714	987	786	712	959	1520	-	-	1496	-	-
Stage 1	932	831	-	904	811	-	-	-	-	-	-	-
Stage 2	903	810	-	935	828	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	775	713	987	771	710	959	1520	-	-	1496	-	-
Mov Cap-2 Maneuver	775	713	-	771	710	-	-	-	-	-	-	-
Stage 1	931	830	-	903	810	-	-	-	-	-	-	-
Stage 2	897	809	-	919	827	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.17	10.1	0.18	0.11
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	43	-	-	887	710	27	-	-
HCM Lane V/C Ratio	0.002	-	-	0.027	0.006	0.001	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.2	10.1	7.4	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	1

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	24	0	1	138	205	14
Future Vol, veh/h	24	0	1	138	205	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	60	60	77	77	84	84
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	40	0	1	179	244	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	434	252	261	0	-	0
Stage 1	252	-	-	-	-	-
Stage 2	182	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	579	786	1304	-	-	-
Stage 1	790	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	578	786	1304	-	-	-
Mov Cap-2 Maneuver	578	-	-	-	-	-
Stage 1	789	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.69	0.06	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1304	-	578
HCM Lane V/C Ratio	-	-	0.001	-	0.069
HCM Control Delay (s/veh)	-	-	7.8	-	11.7
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Int Delay, s/veh	7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	8	90	60	0	43	37	35	122	5	43	171	1
Future Vol, veh/h	8	90	60	0	43	37	35	122	5	43	171	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	81	81	81	77	77	77	81	81	81	84	84	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	111	74	0	56	48	43	151	6	51	204	1

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	574	547	154	599	550	204	205	0	0	157	0	0
Stage 1	240	240	-	307	307	-	-	-	-	-	-	-
Stage 2	334	307	-	293	243	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	430	444	892	413	443	836	1367	-	-	1423	-	-
Stage 1	763	707	-	703	661	-	-	-	-	-	-	-
Stage 2	680	661	-	715	705	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	330	415	892	264	413	836	1367	-	-	1423	-	-
Mov Cap-2 Maneuver	330	415	-	264	413	-	-	-	-	-	-	-
Stage 1	739	684	-	678	637	-	-	-	-	-	-	-
Stage 2	564	637	-	532	682	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	16.28	13.25	1.67	1.52
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1423	-	-	512	540	1367	-	-
HCM Lane V/C Ratio	0.036	-	-	0.381	0.193	0.032	-	-
HCM Control Delay (s/veh)	7.6	-	-	16.3	13.3	7.7	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.8	0.7	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.7
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	31	95	0	15	65	25	1	26	12	25	27	16
Future Vol, veh/h	31	95	0	15	65	25	1	26	12	25	27	16
Peak Hour Factor	0.75	0.75	0.75	0.75	0.75	0.75	0.70	0.70	0.70	0.81	0.81	0.81
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	41	127	0	20	87	33	1	37	17	31	33	20
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.4	8.4	8	8.3
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	3%	25%	0%	14%	37%
Vol Thru, %	67%	75%	100%	62%	40%
Vol Right, %	31%	0%	0%	24%	24%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	39	126	0	105	68
LT Vol	1	31	0	15	25
Through Vol	26	95	0	65	27
RT Vol	12	0	0	25	16
Lane Flow Rate	56	168	0	140	84
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.071	0.238	0	0.173	0.109
Departure Headway (Hd)	4.616	5.099	4.975	4.46	4.691
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	776	706	0	805	764
Service Time	2.645	2.823	2.7	2.486	2.718
HCM Lane V/C Ratio	0.072	0.238	0	0.174	0.11
HCM Control Delay, s/veh	8	9.4	7.7	8.4	8.3
HCM Lane LOS	A	A	N	A	A
HCM 95th-tile Q	0.2	0.9	0	0.6	0.4

Intersection	
Int Delay, s/veh	3.1

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	30	13	8	28	14	16	17	163	18	6	168	14
Future Vol, veh/h	30	13	8	28	14	16	17	163	18	6	168	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	67	67	67	91	91	91	77	77	77	72	72	72
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	45	19	12	31	15	18	22	212	23	8	233	19

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	409	537	118	419	539	126	253	0	0	235	0	0
Stage 1	268	268	-	260	260	-	-	-	-	-	-	-
Stage 2	141	269	-	160	279	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	527	449	912	518	448	900	1310	-	-	1329	-	-
Stage 1	715	686	-	722	692	-	-	-	-	-	-	-
Stage 2	847	685	-	826	678	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	488	439	912	478	437	900	1310	-	-	1329	-	-
Mov Cap-2 Maneuver	488	439	-	478	437	-	-	-	-	-	-	-
Stage 1	703	675	-	718	687	-	-	-	-	-	-	-
Stage 2	807	681	-	779	667	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	13.07	12.37	0.67	0.25
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	472	912	1329	-	-	1310	-	-	464	900
HCM Lane V/C Ratio	0.136	0.013	0.006	-	-	0.017	-	-	0.1	0.02
HCM Control Delay (s/veh)	13.8	9	7.7	-	-	7.8	-	-	13.6	9.1
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.5	0	0	-	-	0.1	-	-	0.3	0.1

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	15	3	1	24	4	6	5	2	4	7	10
Future Vol, veh/h	2	15	3	1	24	4	6	5	2	4	7	10
Peak Hour Factor	0.62	0.62	0.62	0.72	0.72	0.72	0.81	0.81	0.81	0.66	0.66	0.66
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	24	5	1	33	6	7	6	2	6	11	15
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.2	7.2	7.2	7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	46%	10%	3%	19%
Vol Thru, %	38%	75%	83%	33%
Vol Right, %	15%	15%	14%	48%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	20	29	21
LT Vol	6	2	1	4
Through Vol	5	15	24	7
RT Vol	2	3	4	10
Lane Flow Rate	16	32	40	32
Geometry Grp	1	1	1	1
Degree of Util (X)	0.018	0.036	0.044	0.034
Departure Headway (Hd)	4.085	3.977	3.965	3.825
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	874	900	903	934
Service Time	2.119	2.003	1.99	1.857
HCM Lane V/C Ratio	0.018	0.036	0.044	0.034
HCM Control Delay, s/veh	7.2	7.2	7.2	7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.1	0.1	0.1

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	15	0	3	0	1	0	6	59	0	0	71	25
Future Vol, veh/h	15	0	3	0	1	0	6	59	0	0	71	25
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	75	75	75	25	25	25	70	70	70	77	77	77
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	0	4	0	4	0	9	84	0	0	92	32

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	212	210	108	194	226	84	125	0	0	84	0	0
Stage 1	108	108	-	101	101	-	-	-	-	-	-	-
Stage 2	103	101	-	92	125	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	745	687	945	766	673	975	1462	-	-	1512	-	-
Stage 1	897	806	-	905	811	-	-	-	-	-	-	-
Stage 2	902	811	-	915	793	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	736	683	945	758	669	975	1462	-	-	1512	-	-
Mov Cap-2 Maneuver	736	683	-	758	669	-	-	-	-	-	-	-
Stage 1	897	806	-	899	806	-	-	-	-	-	-	-
Stage 2	892	806	-	911	793	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.86	10.41	0.69	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	166	-	-	764	669	1512	-	-
HCM Lane V/C Ratio	0.006	-	-	0.031	0.006	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	9.9	10.4	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	17	24	0	8	3	5	173	7	28	167	0
Future Vol, veh/h	7	17	24	0	8	3	5	173	7	28	167	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	60	60	60	46	46	46	75	75	75	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	28	40	0	17	7	7	231	9	32	192	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	514	505	235	514	510	192	192	0	0	240	0	0
Stage 1	249	249	-	256	256	-	-	-	-	-	-	-
Stage 2	265	256	-	258	253	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	471	470	804	471	467	850	1382	-	-	1327	-	-
Stage 1	755	701	-	748	695	-	-	-	-	-	-	-
Stage 2	740	695	-	747	698	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	436	454	804	407	452	850	1382	-	-	1327	-	-
Mov Cap-2 Maneuver	436	454	-	407	452	-	-	-	-	-	-	-
Stage 1	751	697	-	728	677	-	-	-	-	-	-	-
Stage 2	696	677	-	677	694	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	12.26	12.29	0.21	1.12
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	258	-	-	576	518	48	-	-
HCM Lane V/C Ratio	0.024	-	-	0.139	0.046	0.005	-	-
HCM Control Delay (s/veh)	7.8	0	-	12.3	12.3	7.6	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.5	0.1	0	-	-

Intersection	
Int Delay, s/veh	5.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	13	0	0	10	6	0	12	0	0	16	2
Future Vol, veh/h	10	13	0	0	10	6	0	12	0	0	16	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	57	57	57	57	57	57	50	50	50	75	75	75
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	18	23	0	0	18	11	0	24	0	0	21	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	55	47	23	57	48	24	24	0	0	24	0	0
Stage 1	23	23	-	24	24	-	-	-	-	-	-	-
Stage 2	33	24	-	33	24	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	942	845	1054	940	844	1052	1591	-	-	1591	-	-
Stage 1	996	876	-	994	875	-	-	-	-	-	-	-
Stage 2	983	875	-	983	875	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	913	845	1054	915	844	1052	1591	-	-	1591	-	-
Mov Cap-2 Maneuver	913	845	-	915	844	-	-	-	-	-	-	-
Stage 1	996	876	-	994	875	-	-	-	-	-	-	-
Stage 2	954	875	-	958	875	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.32	9.08	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1591	-	-	873	911	1591	-	-
HCM Lane V/C Ratio	-	-	-	0.046	0.031	-	-	-
HCM Control Delay (s/veh)	0	-	-	9.3	9.1	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	2	0	1	1	0	11	54	0	0	72	3
Future Vol, veh/h	12	2	0	1	1	0	11	54	0	0	72	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	58	58	58	50	50	50	78	78	78	60	60	60
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	3	0	2	2	0	14	69	0	0	120	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	221	220	123	219	222	69	125	0	0	69	0	0
Stage 1	123	123	-	97	97	-	-	-	-	-	-	-
Stage 2	98	97	-	122	125	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	735	678	929	737	676	994	1462	-	-	1532	-	-
Stage 1	882	794	-	909	814	-	-	-	-	-	-	-
Stage 2	908	814	-	882	792	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	725	672	929	726	669	994	1462	-	-	1532	-	-
Mov Cap-2 Maneuver	725	672	-	726	669	-	-	-	-	-	-	-
Stage 1	882	794	-	900	806	-	-	-	-	-	-	-
Stage 2	897	806	-	879	792	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.19	10.2	1.27	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	305	-	-	717	697	1532	-	-
HCM Lane V/C Ratio	0.01	-	-	0.034	0.006	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.2	10.2	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	16	1	0	203	193	12
Future Vol, veh/h	16	1	0	203	193	12
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	70	70	75	75	81	81
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	1	0	271	238	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	516	246	253	0	-	0
Stage 1	246	-	-	-	-	-
Stage 2	271	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	519	793	1312	-	-	-
Stage 1	795	-	-	-	-	-
Stage 2	775	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	519	793	1312	-	-	-
Mov Cap-2 Maneuver	519	-	-	-	-	-
Stage 1	795	-	-	-	-	-
Stage 2	775	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.12	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1312	-	530
HCM Lane V/C Ratio	-	-	-	-	0.046
HCM Control Delay (s/veh)	-	-	0	-	12.1
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	6	40	47	1	68	38	55	164	3	57	161	0
Future Vol, veh/h	6	40	47	1	68	38	55	164	3	57	161	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	78	78	78	70	70	70	80	80	80	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	51	60	1	97	54	69	205	4	69	194	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	724	676	207	699	678	194	194	0	0	209	0	0
Stage 1	344	344	-	331	331	-	-	-	-	-	-	-
Stage 2	380	331	-	368	346	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	341	375	834	354	374	847	1379	-	-	1362	-	-
Stage 1	671	636	-	682	645	-	-	-	-	-	-	-
Stage 2	642	645	-	652	635	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	211	339	834	255	338	847	1379	-	-	1362	-	-
Mov Cap-2 Maneuver	211	339	-	255	338	-	-	-	-	-	-	-
Stage 1	638	605	-	648	612	-	-	-	-	-	-	-
Stage 2	480	612	-	526	604	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	15.6	18.02	1.92	2.04
HCM LOS	C	C		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1362	-	-	458	428	1379	-	-
HCM Lane V/C Ratio	0.05	-	-	0.26	0.357	0.05	-	-
HCM Control Delay (s/veh)	7.8	-	-	15.6	18	7.7	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1	1.6	0.2	-	-

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	16	78	1	20	67	19	0	29	9	26	21	39
Future Vol, veh/h	16	78	1	20	67	19	0	29	9	26	21	39
Peak Hour Factor	0.74	0.74	0.74	0.78	0.78	0.78	0.73	0.73	0.73	0.72	0.72	0.72
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	105	1	26	86	24	0	40	12	36	29	54
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9	8.5	7.9	8.2
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	17%	0%	19%	30%
Vol Thru, %	76%	83%	0%	63%	24%
Vol Right, %	24%	0%	100%	18%	45%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	38	94	1	106	86
LT Vol	0	16	0	20	26
Through Vol	29	78	0	67	21
RT Vol	9	0	1	19	39
Lane Flow Rate	52	127	1	136	119
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.066	0.181	0.002	0.171	0.147
Departure Headway (Hd)	4.578	5.127	4.338	4.522	4.43
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	782	701	825	794	810
Service Time	2.606	2.852	2.063	2.547	2.453
HCM Lane V/C Ratio	0.066	0.181	0.001	0.171	0.147
HCM Control Delay, s/veh	7.9	9	7.1	8.5	8.2
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.2	0.7	0	0.6	0.5

Intersection	
Int Delay, s/veh	2.6

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	27	19	2	24	8	12	16	152	32	4	175	14
Future Vol, veh/h	27	19	2	24	8	12	16	152	32	4	175	14
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	78	78	78	79	79	79	83	83	83
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	29	21	2	31	10	15	20	192	41	5	211	17

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	373	491	116	376	502	114	228	0	0	233	0	0
Stage 1	253	253	-	229	229	-	-	-	-	-	-	-
Stage 2	120	237	-	147	273	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	558	477	914	556	470	917	1338	-	-	1332	-	-
Stage 1	729	696	-	753	714	-	-	-	-	-	-	-
Stage 2	871	708	-	841	682	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	527	468	914	521	461	917	1338	-	-	1332	-	-
Mov Cap-2 Maneuver	527	468	-	521	461	-	-	-	-	-	-	-
Stage 1	718	686	-	750	711	-	-	-	-	-	-	-
Stage 2	841	705	-	801	672	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	12.81	11.74	0.62	0.16
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	501	914	1332	-	-	1338	-	-	504	917
HCM Lane V/C Ratio	0.1	0.002	0.004	-	-	0.015	-	-	0.081	0.017
HCM Control Delay (s/veh)	13	8.9	7.7	-	-	7.7	-	-	12.8	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.3	0	0	-	-	0	-	-	0.3	0.1

Appendix F – Trip Generation

Trip Generation, 11th Edition Calculations

Project **Houser Crossing**
Client Bowman

Parcel A

821 Shopping Plaza (40-150k) (w/ Supermarket)

Land Use	ITE Code	Qty	Unit	Weekday Rate	Weekday % In	Weekday % Out	AM Peak Hour Rate	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Rate	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Shopping Plaza (40-150k) (w/ Supermarket)	**821**	**144.25**	**1000 Sq Ft GFA**	**94.49**	**50%**	**50%**	**3.53**	**62%**	**38%**	**9.03**	**49%**	**51%**	**13,630**	**6,815**	**6,815**	**509**	**316**	**193**	**1,303**	**638**	**665**	**Average**
Shopping Plaza (40-150k) (w/ Supermarket)	821	144.25	1000 Sq Ft GFA	57.86	50%	50%	1.88	62%	38%	5.35	49%	51%	8,346	4,173	4,173	271	168	103	772	378	394	Minimum
Shopping Plaza (40-150k) (w/ Supermarket)	821	144.25	1000 Sq Ft GFA	175.32	50%	50%	6.62	62%	38%	16.45	49%	51%	25,290	12,645	12,645	955	592	363	2,373	1,163	1,210	Maximum

Land Use	ITE Code	Qty	Unit	Weekday Equation	Weekday % In	Weekday % Out	AM Peak Hour Equation	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Equation	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Shopping Plaza (40-150k) (w/ Supermarket)	821	144.25	1000 Sq Ft GFA	T=76.96(X)+1412.79	50%	50%	N/A	N/A	N/A	T=7.67(X)+118.86	49%	51%	12,514	6,257	6,257	N/A	N/A	N/A	N/A	N/A	N/A	Equation

Shopping Plaza (40-150k) (w/ Supermarket)	Standard Deviation	26.55		1.17		2.37
	Number of Studies	17		16		51
	Average Size	81		86		87
	R^2	0.50		N/A		0.62

Parcel B

151-Mini-Warehouse

Land Use	ITE Code	Qty	Unit	Weekday Rate	Weekday % In	Weekday % Out	AM Peak Hour Rate	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Rate	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Mini-Warehouse	151	1.30	Storage Units	17.96	50%	50%	1.21	51%	49%	1.68	50%	50%	24	12	12	**1**	**1**	**0**	**2**	**1**	**1**	Average
Mini-Warehouse	151	1.30	Storage Units	12.25	50%	50%	0.45	51%	49%	0.56	50%	50%	15	8	7	0	0	0	0	0	0	Minimum
Mini-Warehouse	151	1.30	Storage Units	33.33	50%	50%	1.7	51%	49%	8.33	50%	50%	43	22	21	2	1	1	10	5	5	Maximum

Land Use	ITE Code	Qty	Unit	Weekday Equation	Weekday % In	Weekday % Out	AM Peak Hour Equation	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Equation	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Mini-Warehouse	151	1.30	Storage Units	T=18.86(X)-4.09	50%	50%	T=1.64(X)-2.90	51%	49%	Ln(T)=0.60Ln(X)+1.07	50%	50%	**20**	**10**	**10**	0	0	0	3	2	1	Equation

Mini-Warehouse	Standard Deviation	4.13		0.49		1.37
	Number of Studies	6		7		9
	Average Size	5		7		5
	R^2	0.96		0.68		0.52

Parcel C

220 Multifamily Housing (Low-Rise) (One to Three Levels)

Land Use	ITE Code	Qty	Unit	Weekday Rate	Weekday % In	Weekday % Out	AM Peak Hour Rate	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Rate	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Multifamily Housing (Low-Rise)	220	360	Dwelling Units	6.74	50%	50%	0.40	24%	76%	0.51	63%	37%	2,426	1,213	1,213	144	35	109	184	116	68	Average
Multifamily Housing (Low-Rise)	220	360	Dwelling Units	2.46	50%	50%	0.13	24%	76%	0.08	63%	37%	886	443	443	47	11	36	29	18	11	Minimum
Multifamily Housing (Low-Rise)	220	360	Dwelling Units	12.50	50%	50%	0.73	24%	76%	1.04	63%	37%	4,500	2,250	2,250	263	63	200	374	236	138	Maximum

Land Use	ITE Code	Qty	Unit	Weekday Equation	Weekday % In	Weekday % Out	AM Peak Hour Equation	AM Peak Hour % In	AM Peak Hour % Out	PM Peak Hour Equation	PM Peak Hour % In	PM Peak Hour % Out	Weekday Total	Weekday In	Weekday Out	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out	
Multifamily Housing (Low-Rise)	**220**	**360**	**Dwelling Units**	**T=6.41(X)+75.31**	**50%**	**50%**	**T=0.31(X)+22.85**	**24%**	**76%**	**T=0.43(X)+20.55**	**63%**	**37%**	**2,383**	**1,192**	**1,191**	**134**	**32**	**102**	**175**	**110**	**65**	**Equation**

Multifamily Housing (Low-Rise)	Standard Deviation	1.79		0.12		0.15
	Number of Studies	22		49		59
	Average Size	229		249		241
	R^2	0.86		0.79		0.84

Parcel D

215 Single-Family Attached Housing

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Attached Housing	215	190	Dwelling Units	7.20	50%	50%	0.48	25%	75%	0.57	59%	41%	1,368	684	684	91	23	68	108	64	44	Average
Single-Family Attached Housing	215	190	Dwelling Units	4.70	50%	50%	0.12	25%	75%	0.17	59%	41%	893	447	446	23	6	17	32	19	13	Minimum
Single-Family Attached Housing	215	190	Dwelling Units	10.97	50%	50%	0.74	25%	75%	1.25	59%	41%	2,084	1,042	1,042	141	35	106	238	140	98	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Attached Housing	**215**	**190**	**Dwelling Units**	**T=7.62(X)-50.48**	**50%**	**50%**	**T=0.52(X)-5.70**	**25%**	**75%**	**T=0.60(X)-3.93**	**59%**	**41%**	**1,397**	**699**	**698**	**93**	**23**	**70**	**110**	**65**	**45**	**Equation**

Single-Family Attached Housing	Standard Deviation	1.61		0.14		0.18
	Number of Studies	22		46		51
	Average Size	120		135		136
	R^2	0.94		0.92		0.91

Parcel E

210 Single-Family Detached Housing

Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Detached Housing	210	87	Dwelling Units	9.43	50%	50%	0.70	25%	75%	0.94	63%	37%	820	410	410	61	15	46	82	52	30	Average
Single-Family Detached Housing	210	87	Dwelling Units	4.45	50%	50%	0.27	25%	75%	0.35	63%	37%	387	193	194	23	6	17	30	19	11	Minimum
Single-Family Detached Housing	210	87	Dwelling Units	22.61	50%	50%	2.27	25%	75%	2.98	63%	37%	1,967	983	984	197	49	148	259	163	96	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Detached Housing	**210**	**87**	**Dwelling Units**	**Ln(T)=0.92Ln(X)+2.68**	**50%**	**50%**	**Ln(T)=0.91Ln(X)+0.12**	**25%**	**75%**	**Ln(T)=0.94Ln(X)+0.27**	**63%**	**37%**	**888**	**444**	**444**	**66**	**17**	**49**	**87**	**55**	**32**	**Equation**

Single-Family Detached Housing	Standard Deviation	2.13		0.24		0.31
	Number of Studies	174		192		208
	Average Size	246		226		248
	R^2	0.95		0.90		0.92

Appendix G – MAG Socioeconomic Projections

MARICOPA ASSOCIATION of GOVERNMENTS

2023 Socioeconomic Projections

Toggle visible planning area

RAZ | MPA | Jurisdiction | Heatmap

Show Labels

Select Field

Total Population | Total Jobs

Display by Density

More fields coming soon!

Select Year

2020 | 2030 | 2040 | 2050 | 2060

Documents

Projections | Methods

Notes, Caveats & Contact

RAZ 386 - Eloy

Show Chart

Category	2020	2030	2040	2050	2060
Total Population	15,002	17,964	27,416	40,656	51,269
Total Population / Square Mile	409	489	747	1,107	1,396
Total Jobs	3,017	3,394	3,889	4,544	5,791
Total Jobs / Square Mile	82	92	106	124	158

Zoom to

Regional Analysis Zones (RAZ)

Total Population (2020)

- 73,870 - 145,920
- 50,610 - 73,870
- 28,610 - 50,610
- 10,470 - 28,610
- 0 - 10,470

Adjust Transparency

Show Streets

Imagery

Appendix H – Year 2028 No Build Capacity Analysis

Intersection	
Intersection Delay, s/veh	7
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	29	12	1	15	1	5	6	2	1	4	1
Future Vol, veh/h	1	29	12	1	15	1	5	6	2	1	4	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	32	13	1	16	1	5	7	2	1	4	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7	7.1	7.1	7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	38%	2%	6%	17%
Vol Thru, %	46%	69%	88%	67%
Vol Right, %	15%	29%	6%	17%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	42	17	6
LT Vol	5	1	1	1
Through Vol	6	29	15	4
RT Vol	2	12	1	1
Lane Flow Rate	14	46	18	7
Geometry Grp	1	1	1	1
Degree of Util (X)	0.016	0.048	0.02	0.007
Departure Headway (Hd)	4.035	3.818	3.982	3.99
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	888	941	901	897
Service Time	2.057	1.829	1.996	2.014
HCM Lane V/C Ratio	0.016	0.049	0.02	0.008
HCM Control Delay, s/veh	7.1	7	7.1	7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0	0.2	0.1	0

Intersection	
Int Delay, s/veh	1.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	21	2	9	0	2	0	3	90	1	0	61	12
Future Vol, veh/h	21	2	9	0	2	0	3	90	1	0	61	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	2	10	0	2	0	3	98	1	0	66	13

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	178	178	73	172	184	98	79	0	0	99	0	0
Stage 1	73	73	-	105	105	-	-	-	-	-	-	-
Stage 2	105	105	-	67	79	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	784	715	989	791	710	958	1519	-	-	1494	-	-
Stage 1	937	834	-	901	808	-	-	-	-	-	-	-
Stage 2	900	808	-	943	829	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	780	714	989	779	708	958	1519	-	-	1494	-	-
Mov Cap-2 Maneuver	780	714	-	779	708	-	-	-	-	-	-	-
Stage 1	937	834	-	899	807	-	-	-	-	-	-	-
Stage 2	896	806	-	931	829	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.56	10.1	0.24	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	57	-	-	824	708	1494	-	-
HCM Lane V/C Ratio	0.002	-	-	0.042	0.003	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.6	10.1	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	12	20	0	16	0	1	121	6	31	187	0
Future Vol, veh/h	4	12	20	0	16	0	1	121	6	31	187	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	13	22	0	17	0	1	132	7	34	203	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	416	408	135	411	411	203	203	0	0	138	0	0
Stage 1	137	137	-	271	271	-	-	-	-	-	-	-
Stage 2	279	271	-	140	140	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	547	533	914	551	531	837	1368	-	-	1446	-	-
Stage 1	866	783	-	735	685	-	-	-	-	-	-	-
Stage 2	727	685	-	863	781	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	514	519	914	511	516	837	1368	-	-	1446	-	-
Mov Cap-2 Maneuver	514	519	-	511	516	-	-	-	-	-	-	-
Stage 1	865	783	-	716	667	-	-	-	-	-	-	-
Stage 2	690	667	-	828	780	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	10.6	12.21	0.06	1.07
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	256	-	-	682	516	14	-	-
HCM Lane V/C Ratio	0.023	-	-	0.057	0.034	0.001	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.6	12.2	7.6	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0.1	0	-	-

Intersection	
Int Delay, s/veh	3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	6	2	0	11	3	0	15	1	2	25	5
Future Vol, veh/h	2	6	2	0	11	3	0	15	1	2	25	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	7	2	0	12	3	0	16	1	2	27	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	57	52	30	52	54	17	33	0	0	17	0	0
Stage 1	34	34	-	17	17	-	-	-	-	-	-	-
Stage 2	22	17	-	35	37	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	941	840	1045	947	837	1062	1579	-	-	1600	-	-
Stage 1	982	866	-	1003	881	-	-	-	-	-	-	-
Stage 2	996	881	-	981	864	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	923	839	1045	937	836	1062	1579	-	-	1600	-	-
Mov Cap-2 Maneuver	923	839	-	937	836	-	-	-	-	-	-	-
Stage 1	980	865	-	1003	881	-	-	-	-	-	-	-
Stage 2	980	881	-	970	863	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.1	9.18	0	0.45
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1579	-	-	890	876	109	-	-
HCM Lane V/C Ratio	-	-	-	0.012	0.017	0.001	-	-
HCM Control Delay (s/veh)	0	-	-	9.1	9.2	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	1	12	0	1	0	2	87	1	1	63	6
Future Vol, veh/h	6	1	12	0	1	0	2	87	1	1	63	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	1	13	0	1	0	2	95	1	1	68	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	173	174	72	171	177	95	75	0	0	96	0	0
Stage 1	74	74	-	99	99	-	-	-	-	-	-	-
Stage 2	99	100	-	71	77	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	790	719	991	793	717	962	1524	-	-	1498	-	-
Stage 1	935	833	-	907	813	-	-	-	-	-	-	-
Stage 2	907	812	-	939	831	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	787	718	991	779	715	962	1524	-	-	1498	-	-
Mov Cap-2 Maneuver	787	718	-	779	715	-	-	-	-	-	-	-
Stage 1	935	833	-	905	812	-	-	-	-	-	-	-
Stage 2	904	811	-	924	830	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.1	10.04	0.16	0.11
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	40	-	-	899	715	25	-	-
HCM Lane V/C Ratio	0.001	-	-	0.023	0.002	0.001	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.1	10	7.4	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	26	0	1	148	219	15
Future Vol, veh/h	26	0	1	148	219	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	28	0	1	161	238	16

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	409	246	254	0	-	0
Stage 1	246	-	-	-	-	-
Stage 2	163	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	598	793	1311	-	-	-
Stage 1	795	-	-	-	-	-
Stage 2	866	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	598	793	1311	-	-	-
Mov Cap-2 Maneuver	598	-	-	-	-	-
Stage 1	794	-	-	-	-	-
Stage 2	866	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.32	0.05	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1311	-	598
HCM Lane V/C Ratio	-	-	0.001	-	0.047
HCM Control Delay (s/veh)	-	-	7.7	-	11.3
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	6.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	9	96	64	0	46	40	37	131	5	46	183	1
Future Vol, veh/h	9	96	64	0	46	40	37	131	5	46	183	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	104	70	0	50	43	40	142	5	50	199	1

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	549	526	145	574	528	199	200	0	0	148	0	0
Stage 1	226	226	-	299	299	-	-	-	-	-	-	-
Stage 2	324	300	-	275	228	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	446	457	902	429	456	842	1372	-	-	1434	-	-
Stage 1	777	717	-	709	666	-	-	-	-	-	-	-
Stage 2	688	666	-	731	715	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	353	428	902	285	427	842	1372	-	-	1434	-	-
Mov Cap-2 Maneuver	353	428	-	285	427	-	-	-	-	-	-	-
Stage 1	754	696	-	685	643	-	-	-	-	-	-	-
Stage 2	581	642	-	557	694	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	15.44	12.81	1.65	1.52
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1434	-	-	527	554	1372	-	-
HCM Lane V/C Ratio	0.035	-	-	0.348	0.169	0.029	-	-
HCM Control Delay (s/veh)	7.6	-	-	15.4	12.8	7.7	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.5	0.6	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	33	102	0	16	70	27	1	28	13	27	29	17
Future Vol, veh/h	33	102	0	16	70	27	1	28	13	27	29	17
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	111	0	17	76	29	1	30	14	29	32	18
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.1	8.2	7.8	8.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	2%	24%	0%	14%	37%
Vol Thru, %	67%	76%	100%	62%	40%
Vol Right, %	31%	0%	0%	24%	23%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	42	135	0	113	73
LT Vol	1	33	0	16	27
Through Vol	28	102	0	70	29
RT Vol	13	0	0	27	17
Lane Flow Rate	46	147	0	123	79
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.057	0.206	0	0.15	0.101
Departure Headway (Hd)	4.507	5.043	4.94	4.391	4.581
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	795	713	0	818	783
Service Time	2.531	2.762	2.64	2.412	2.602
HCM Lane V/C Ratio	0.058	0.206	0	0.15	0.101
HCM Control Delay, s/veh	7.8	9.1	7.6	8.2	8.1
HCM Lane LOS	A	A	N	A	A
HCM 95th-tile Q	0.2	0.8	0	0.5	0.3

Intersection	
Int Delay, s/veh	3

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	32	14	9	30	15	17	18	174	19	6	180	15
Future Vol, veh/h	32	14	9	30	15	17	18	174	19	6	180	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	15	10	33	16	18	20	189	21	7	196	16

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	358	464	105	358	466	106	212	0	0	210	0	0
Stage 1	239	239	-	217	217	-	-	-	-	-	-	-
Stage 2	119	225	-	141	249	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	573	494	929	573	493	928	1356	-	-	1358	-	-
Stage 1	743	707	-	765	722	-	-	-	-	-	-	-
Stage 2	873	716	-	847	699	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	533	485	929	539	483	928	1356	-	-	1358	-	-
Mov Cap-2 Maneuver	533	485	-	539	483	-	-	-	-	-	-	-
Stage 1	733	696	-	762	719	-	-	-	-	-	-	-
Stage 2	832	713	-	808	689	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	12.09	11.65	0.66	0.23
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	517	929	1358	-	-	1356	-	-	519	928
HCM Lane V/C Ratio	0.097	0.011	0.005	-	-	0.014	-	-	0.094	0.02
HCM Control Delay (s/veh)	12.7	8.9	7.7	-	-	7.7	-	-	12.7	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.3	0	0	-	-	0	-	-	0.3	0.1

Intersection	
Intersection Delay, s/veh	7
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	16	3	1	26	4	6	5	2	4	7	11
Future Vol, veh/h	2	16	3	1	26	4	6	5	2	4	7	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	17	3	1	28	4	7	5	2	4	8	12
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.1	7.1	6.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	46%	10%	3%	18%
Vol Thru, %	38%	76%	84%	32%
Vol Right, %	15%	14%	13%	50%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	21	31	22
LT Vol	6	2	1	4
Through Vol	5	16	26	7
RT Vol	2	3	4	11
Lane Flow Rate	14	23	34	24
Geometry Grp	1	1	1	1
Degree of Util (X)	0.016	0.025	0.037	0.025
Departure Headway (Hd)	4.05	3.959	3.946	3.779
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	883	905	909	946
Service Time	2.076	1.979	1.964	1.805
HCM Lane V/C Ratio	0.016	0.025	0.037	0.025
HCM Control Delay, s/veh	7.1	7.1	7.1	6.9
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0	0.1	0.1	0.1

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	16	0	3	0	1	0	6	63	0	0	76	27
Future Vol, veh/h	16	0	3	0	1	0	6	63	0	0	76	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	0	3	0	1	0	7	68	0	0	83	29

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	179	179	97	164	193	68	112	0	0	68	0	0
Stage 1	97	97	-	82	82	-	-	-	-	-	-	-
Stage 2	82	82	-	83	112	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	782	715	959	801	702	995	1478	-	-	1533	-	-
Stage 1	909	814	-	927	827	-	-	-	-	-	-	-
Stage 2	926	827	-	926	803	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	778	712	959	794	698	995	1478	-	-	1533	-	-
Mov Cap-2 Maneuver	778	712	-	794	698	-	-	-	-	-	-	-
Stage 1	909	814	-	923	823	-	-	-	-	-	-	-
Stage 2	921	823	-	922	803	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.61	10.16	0.65	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	157	-	-	802	698	1533	-	-
HCM Lane V/C Ratio	0.004	-	-	0.026	0.002	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.6	10.2	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	18	26	0	9	3	3	185	7	30	179	0
Future Vol, veh/h	7	18	26	0	9	3	3	185	7	30	179	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	20	28	0	10	3	3	201	8	33	195	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	476	471	205	477	475	195	195	0	0	209	0	0
Stage 1	211	211	-	260	260	-	-	-	-	-	-	-
Stage 2	265	260	-	217	215	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	499	491	836	498	488	847	1379	-	-	1362	-	-
Stage 1	791	727	-	745	693	-	-	-	-	-	-	-
Stage 2	741	693	-	785	725	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	473	476	836	449	474	847	1379	-	-	1362	-	-
Mov Cap-2 Maneuver	473	476	-	449	474	-	-	-	-	-	-	-
Stage 1	789	725	-	725	674	-	-	-	-	-	-	-
Stage 2	707	674	-	736	723	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	11.5	11.93	0.12	1.11
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	258	-	-	609	533	27	-	-
HCM Lane V/C Ratio	0.024	-	-	0.091	0.024	0.002	-	-
HCM Control Delay (s/veh)	7.7	0	-	11.5	11.9	7.6	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0.1	0	-	-

Intersection	
Int Delay, s/veh	5.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	11	14	0	0	11	6	0	13	0	0	17	2
Future Vol, veh/h	11	14	0	0	11	6	0	13	0	0	17	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	15	0	0	12	7	0	14	0	0	18	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	40	34	20	40	35	14	21	0	0	14	0	0
Stage 1	20	20	-	14	14	-	-	-	-	-	-	-
Stage 2	20	14	-	26	21	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	965	859	1058	964	858	1066	1595	-	-	1604	-	-
Stage 1	999	879	-	1006	884	-	-	-	-	-	-	-
Stage 2	999	884	-	991	878	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	945	859	1058	947	858	1066	1595	-	-	1604	-	-
Mov Cap-2 Maneuver	945	859	-	947	858	-	-	-	-	-	-	-
Stage 1	999	879	-	1006	884	-	-	-	-	-	-	-
Stage 2	979	884	-	974	878	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.15	8.99	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1595	-	-	895	921	1604	-	-
HCM Lane V/C Ratio	-	-	-	0.03	0.02	-	-	-
HCM Control Delay (s/veh)	0	-	-	9.1	9	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	13	2	0	1	1	0	12	58	0	0	77	3
Future Vol, veh/h	13	2	0	1	1	0	12	58	0	0	77	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	2	0	1	1	0	13	63	0	0	84	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	175	174	85	174	176	63	87	0	0	63	0	0
Stage 1	85	85	-	89	89	-	-	-	-	-	-	-
Stage 2	90	89	-	85	87	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	788	719	974	789	717	1002	1509	-	-	1540	-	-
Stage 1	923	824	-	918	821	-	-	-	-	-	-	-
Stage 2	918	821	-	923	823	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	779	712	974	779	711	1002	1509	-	-	1540	-	-
Mov Cap-2 Maneuver	779	712	-	779	711	-	-	-	-	-	-	-
Stage 1	923	824	-	910	814	-	-	-	-	-	-	-
Stage 2	908	814	-	921	823	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.78	9.86	1.27	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	309	-	-	770	744	1540	-	-
HCM Lane V/C Ratio	0.009	-	-	0.021	0.003	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.8	9.9	0	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	17	1	0	217	207	13
Future Vol, veh/h	17	1	0	217	207	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	1	0	236	225	14

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	468	232	239	0	-	0
Stage 1	232	-	-	-	-	-
Stage 2	236	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	553	807	1328	-	-	-
Stage 1	806	-	-	-	-	-
Stage 2	803	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	553	807	1328	-	-	-
Mov Cap-2 Maneuver	553	-	-	-	-	-
Stage 1	806	-	-	-	-	-
Stage 2	803	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.62	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1328	-	563
HCM Lane V/C Ratio	-	-	-	-	0.035
HCM Control Delay (s/veh)	-	-	0	-	11.6
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	6.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕							
Traffic Vol, veh/h	6	43	50	1	73	41	59	175	3	61	172	0
Future Vol, veh/h	6	43	50	1	73	41	59	175	3	61	172	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	47	54	1	79	45	64	190	3	66	187	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	679	640	192	661	641	187	187	0	0	193	0	0
Stage 1	320	320	-	320	320	-	-	-	-	-	-	-
Stage 2	359	320	-	342	322	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	365	394	850	376	393	855	1387	-	-	1380	-	-
Stage 1	692	652	-	692	653	-	-	-	-	-	-	-
Stage 2	659	653	-	673	651	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	250	357	850	281	357	855	1387	-	-	1380	-	-
Mov Cap-2 Maneuver	250	357	-	281	357	-	-	-	-	-	-	-
Stage 1	660	622	-	659	621	-	-	-	-	-	-	-
Stage 2	519	621	-	556	621	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	14.47	16.09	1.92	2.03
HCM LOS	B	C		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1380	-	-	487	449	1387	-	-
HCM Lane V/C Ratio	0.048	-	-	0.221	0.279	0.046	-	-
HCM Control Delay (s/veh)	7.7	-	-	14.5	16.1	7.7	-	-
HCM Lane LOS	A	-	-	B	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	0.8	1.1	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.2
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	17	83	1	21	72	20	0	31	10	28	22	42
Future Vol, veh/h	17	83	1	21	72	20	0	31	10	28	22	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	18	90	1	23	78	22	0	34	11	30	24	46
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	8.7	8.2	7.7	7.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	17%	0%	19%	30%
Vol Thru, %	76%	83%	0%	64%	24%
Vol Right, %	24%	0%	100%	18%	46%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	41	100	1	113	92
LT Vol	0	17	0	21	28
Through Vol	31	83	0	72	22
RT Vol	10	0	1	20	42
Lane Flow Rate	45	109	1	123	100
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.055	0.152	0.001	0.151	0.12
Departure Headway (Hd)	4.461	5.044	4.255	4.427	4.333
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	804	713	843	812	829
Service Time	2.479	2.761	1.972	2.444	2.348
HCM Lane V/C Ratio	0.056	0.153	0.001	0.151	0.121
HCM Control Delay, s/veh	7.7	8.7	7	8.2	7.9
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.2	0.5	0	0.5	0.4

Intersection	
Int Delay, s/veh	2.6

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	29	20	2	26	9	13	17	163	34	4	187	15
Future Vol, veh/h	29	20	2	26	9	13	17	163	34	4	187	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	22	2	28	10	14	18	177	37	4	203	16

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	348	461	107	357	471	110	220	0	0	214	0	0
Stage 1	233	233	-	220	220	-	-	-	-	-	-	-
Stage 2	115	228	-	136	251	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	582	496	926	574	489	923	1347	-	-	1353	-	-
Stage 1	749	711	-	762	720	-	-	-	-	-	-	-
Stage 2	877	714	-	853	698	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	552	488	926	538	481	923	1347	-	-	1353	-	-
Mov Cap-2 Maneuver	552	488	-	538	481	-	-	-	-	-	-	-
Stage 1	739	701	-	760	718	-	-	-	-	-	-	-
Stage 2	849	712	-	813	688	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	12.5	11.49	0.61	0.15
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	524	926	1353	-	-	1347	-	-	522	923
HCM Lane V/C Ratio	0.102	0.002	0.003	-	-	0.014	-	-	0.073	0.015
HCM Control Delay (s/veh)	12.6	8.9	7.7	-	-	7.7	-	-	12.4	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.3	0	0	-	-	0	-	-	0.2	0

Appendix I – Year 2028 Build Capacity Analysis

Intersection	
Intersection Delay, s/veh	7.3
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	40	12	1	59	1	5	6	2	1	4	1
Future Vol, veh/h	1	40	12	1	59	1	5	6	2	1	4	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.80
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	43	13	1	64	1	5	7	2	1	4	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.2	7.3	7.3	7.2
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	38%	2%	2%	17%
Vol Thru, %	46%	75%	97%	67%
Vol Right, %	15%	23%	2%	17%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	53	61	6
LT Vol	5	1	1	1
Through Vol	6	40	59	4
RT Vol	2	12	1	1
Lane Flow Rate	14	58	66	7
Geometry Grp	1	1	1	1
Degree of Util (X)	0.016	0.062	0.074	0.008
Departure Headway (Hd)	4.137	3.889	4.008	4.092
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	860	921	895	869
Service Time	2.189	1.911	2.027	2.145
HCM Lane V/C Ratio	0.016	0.063	0.074	0.008
HCM Control Delay, s/veh	7.3	7.2	7.3	7.2
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0	0.2	0.2	0

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	21	2	20	0	2	0	47	101	1	0	65	12
Future Vol, veh/h	21	2	20	0	2	0	47	101	1	0	65	12
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	2	22	0	2	0	51	110	1	0	71	13

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	290	290	77	284	296	110	84	0	0	111	0	0
Stage 1	77	77	-	213	213	-	-	-	-	-	-	-
Stage 2	213	213	-	72	84	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	662	620	984	668	615	943	1513	-	-	1479	-	-
Stage 1	932	831	-	790	727	-	-	-	-	-	-	-
Stage 2	789	726	-	938	825	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	636	598	984	628	593	943	1513	-	-	1479	-	-
Mov Cap-2 Maneuver	636	598	-	628	593	-	-	-	-	-	-	-
Stage 1	932	831	-	761	700	-	-	-	-	-	-	-
Stage 2	758	700	-	915	825	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.06	11.09	2.35	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	567	-	-	758	593	1479	-	-
HCM Lane V/C Ratio	0.034	-	-	0.062	0.004	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.1	11.1	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	4.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	4	26	20	0	61	33	12	121	6	31	187	0
Future Vol, veh/h	4	26	20	0	61	33	12	121	6	31	187	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	28	22	0	66	36	13	132	7	34	203	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	465	432	135	442	435	203	203	0	0	138	0	0
Stage 1	161	161	-	271	271	-	-	-	-	-	-	-
Stage 2	304	271	-	172	164	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	508	517	914	525	515	837	1368	-	-	1446	-	-
Stage 1	841	765	-	735	685	-	-	-	-	-	-	-
Stage 2	706	685	-	830	762	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	408	498	914	467	496	837	1368	-	-	1446	-	-
Mov Cap-2 Maneuver	408	498	-	467	496	-	-	-	-	-	-	-
Stage 1	833	757	-	716	667	-	-	-	-	-	-	-
Stage 2	592	667	-	772	754	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	11.65	12.55	0.66	1.07
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	256	-	-	596	579	154	-	-
HCM Lane V/C Ratio	0.023	-	-	0.091	0.177	0.01	-	-
HCM Control Delay (s/veh)	7.5	0	-	11.6	12.5	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0.6	0	-	-

Intersection	
Int Delay, s/veh	7.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	31	2	0	89	3	0	15	1	2	25	5
Future Vol, veh/h	2	31	2	0	89	3	0	15	1	2	25	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	34	2	0	97	3	0	16	1	2	27	5

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	99	52	30	65	54	17	33	0	0	17	0	0
Stage 1	34	34	-	17	17	-	-	-	-	-	-	-
Stage 2	65	17	-	48	37	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	883	840	1045	928	837	1062	1579	-	-	1600	-	-
Stage 1	982	866	-	1003	881	-	-	-	-	-	-	-
Stage 2	946	881	-	965	864	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	777	839	1045	888	836	1062	1579	-	-	1600	-	-
Mov Cap-2 Maneuver	777	839	-	888	836	-	-	-	-	-	-	-
Stage 1	980	865	-	1003	881	-	-	-	-	-	-	-
Stage 2	840	881	-	924	863	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.47	9.85	0	0.45
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1579	-	-	844	842	109	-	-
HCM Lane V/C Ratio	-	-	-	0.045	0.119	0.001	-	-
HCM Control Delay (s/veh)	0	-	-	9.5	9.9	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.4	0	-	-

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	31	1	12	0	1	0	2	117	1	1	144	84
Future Vol, veh/h	31	1	12	0	1	0	2	117	1	1	144	84
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	34	1	13	0	1	0	2	127	1	1	157	91

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	336	337	202	291	382	128	248	0	0	128	0	0
Stage 1	204	204	-	132	132	-	-	-	-	-	-	-
Stage 2	132	133	-	159	250	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	617	584	839	661	551	922	1318	-	-	1458	-	-
Stage 1	798	732	-	871	787	-	-	-	-	-	-	-
Stage 2	871	787	-	843	700	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	614	582	839	648	549	922	1318	-	-	1458	-	-
Mov Cap-2 Maneuver	614	582	-	648	549	-	-	-	-	-	-	-
Stage 1	797	732	-	870	786	-	-	-	-	-	-	-
Stage 2	869	785	-	828	699	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.86	11.56	0.13	0.03
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	30	-	-	662	549	7	-	-
HCM Lane V/C Ratio	0.002	-	-	0.072	0.002	0.001	-	-
HCM Control Delay (s/veh)	7.7	0	-	10.9	11.6	7.5	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	26	0	1	148	219	15
Future Vol, veh/h	26	0	1	148	219	15
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	28	0	1	161	238	16

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	409	246	254	0	-	0
Stage 1	246	-	-	-	-	-
Stage 2	163	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	598	793	1311	-	-	-
Stage 1	795	-	-	-	-	-
Stage 2	866	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	598	793	1311	-	-	-
Mov Cap-2 Maneuver	598	-	-	-	-	-
Stage 1	794	-	-	-	-	-
Stage 2	866	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.32	0.05	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1311	-	598
HCM Lane V/C Ratio	-	-	0.001	-	0.047
HCM Control Delay (s/veh)	-	-	7.7	-	11.3
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	6.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	9	100	64	0	57	40	37	131	5	46	183	1
Future Vol, veh/h	9	100	64	0	57	40	37	131	5	46	183	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	109	70	0	62	43	40	142	5	50	199	1

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	555	526	145	577	528	199	200	0	0	148	0	0
Stage 1	226	226	-	299	299	-	-	-	-	-	-	-
Stage 2	330	300	-	277	228	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	442	457	902	428	456	842	1372	-	-	1434	-	-
Stage 1	777	717	-	709	666	-	-	-	-	-	-	-
Stage 2	683	666	-	729	715	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	339	428	902	281	427	842	1372	-	-	1434	-	-
Mov Cap-2 Maneuver	339	428	-	281	427	-	-	-	-	-	-	-
Stage 1	754	696	-	685	643	-	-	-	-	-	-	-
Stage 2	565	642	-	551	694	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	15.71	13.36	1.65	1.52
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1434	-	-	523	536	1372	-	-
HCM Lane V/C Ratio	0.035	-	-	0.36	0.197	0.029	-	-
HCM Control Delay (s/veh)	7.6	-	-	15.7	13.4	7.7	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	1.6	0.7	0.1	-	-

Intersection	
Intersection Delay, s/veh	9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	102	0	16	70	38	1	43	13	60	66	28
Future Vol, veh/h	37	102	0	16	70	38	1	43	13	60	66	28
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	111	0	17	76	41	1	47	14	65	72	30
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.6	8.6	8.2	9.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	2%	27%	0%	13%	39%
Vol Thru, %	75%	73%	100%	56%	43%
Vol Right, %	23%	0%	0%	31%	18%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	57	139	0	124	154
LT Vol	1	37	0	16	60
Through Vol	43	102	0	70	66
RT Vol	13	0	0	38	28
Lane Flow Rate	62	151	0	135	167
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.082	0.224	0	0.173	0.219
Departure Headway (Hd)	4.736	5.339	5.205	4.629	4.703
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	754	671	0	772	762
Service Time	2.78	3.081	2.947	2.673	2.74
HCM Lane V/C Ratio	0.082	0.225	0	0.175	0.219
HCM Control Delay, s/veh	8.2	9.6	7.9	8.6	9.1
HCM Lane LOS	A	A	N	A	A
HCM 95th-tile Q	0.3	0.9	0	0.6	0.8

Intersection	
Int Delay, s/veh	3.8

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	32	18	9	56	26	17	18	174	19	6	180	26
Future Vol, veh/h	32	18	9	56	26	17	18	174	19	6	180	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	20	10	61	28	18	20	189	21	7	196	28

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	364	476	105	366	472	112	224	0	0	210	0	0
Stage 1	239	239	-	223	223	-	-	-	-	-	-	-
Stage 2	125	237	-	143	249	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	567	487	929	565	489	920	1342	-	-	1358	-	-
Stage 1	743	707	-	759	718	-	-	-	-	-	-	-
Stage 2	866	708	-	845	699	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	514	477	929	526	480	920	1342	-	-	1358	-	-
Mov Cap-2 Maneuver	514	477	-	526	480	-	-	-	-	-	-	-
Stage 1	733	696	-	756	714	-	-	-	-	-	-	-
Stage 2	811	704	-	800	689	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	12.44	12.76	0.66	0.22
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	500	929	1358	-	-	1342	-	-	510	920
HCM Lane V/C Ratio	0.109	0.011	0.005	-	-	0.015	-	-	0.175	0.02
HCM Control Delay (s/veh)	13.1	8.9	7.7	-	-	7.7	-	-	13.5	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.4	0	0	-	-	0	-	-	0.6	0.1

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	14	136	84	1
Future Vol, veh/h	12	30	14	136	84	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	15	148	91	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	270	91	92	0	-	0
Stage 1	91	-	-	-	-	-
Stage 2	178	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	720	966	1502	-	-	-
Stage 1	932	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	712	966	1502	-	-	-
Mov Cap-2 Maneuver	712	-	-	-	-	-
Stage 1	923	-	-	-	-	-
Stage 2	853	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.33	0.69	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1502	-	877	-	-
HCM Lane V/C Ratio	0.01	-	0.052	-	-
HCM Control Delay (s/veh)	7.4	-	9.3	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	47	16	132	109	5
Future Vol, veh/h	18	47	16	132	109	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	51	17	143	118	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	297	118	124	0	-	0
Stage 1	118	-	-	-	-	-
Stage 2	178	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	694	933	1463	-	-	-
Stage 1	907	-	-	-	-	-
Stage 2	853	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	686	933	1463	-	-	-
Mov Cap-2 Maneuver	686	-	-	-	-	-
Stage 1	896	-	-	-	-	-
Stage 2	853	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.63	0.81	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1463	-	849	-	-
HCM Lane V/C Ratio	0.012	-	0.083	-	-
HCM Control Delay (s/veh)	7.5	-	9.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	148	155	1
Future Vol, veh/h	0	5	0	148	155	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	161	168	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	168	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	876	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	876	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.14	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	876	-	-
HCM Lane V/C Ratio	-	0.006	-	-
HCM Control Delay (s/veh)	-	9.1	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	25	69	25	123	152	8
Future Vol, veh/h	25	69	25	123	152	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	75	27	134	165	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	353	165	174	0	-	0
Stage 1	165	-	-	-	-	-
Stage 2	188	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	644	879	1403	-	-	-
Stage 1	864	-	-	-	-	-
Stage 2	844	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	632	879	1403	-	-	-
Mov Cap-2 Maneuver	632	-	-	-	-	-
Stage 1	847	-	-	-	-	-
Stage 2	844	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.18	1.29	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1403	-	796	-	-
HCM Lane V/C Ratio	0.019	-	0.128	-	-
HCM Control Delay (s/veh)	7.6	-	10.2	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.4	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	8	0	148	221	0
Future Vol, veh/h	0	8	0	148	221	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	9	0	161	240	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	240	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	799	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	799	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.56	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	799	-	-
HCM Lane V/C Ratio	-	0.011	-	-
HCM Control Delay (s/veh)	-	9.6	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Intersection Delay, s/veh	7.3
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	51	3	1	54	4	6	5	2	4	7	11
Future Vol, veh/h	2	51	3	1	54	4	6	5	2	4	7	11
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	55	3	1	59	4	7	5	2	4	8	12
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.3	7.3	7.3	7.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	46%	4%	2%	18%
Vol Thru, %	38%	91%	92%	32%
Vol Right, %	15%	5%	7%	50%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	13	56	59	22
LT Vol	6	2	1	4
Through Vol	5	51	54	7
RT Vol	2	3	4	11
Lane Flow Rate	14	61	64	24
Geometry Grp	1	1	1	1
Degree of Util (X)	0.016	0.068	0.071	0.026
Departure Headway (Hd)	4.168	4.024	4.009	3.897
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	852	889	893	911
Service Time	2.227	2.051	2.037	1.953
HCM Lane V/C Ratio	0.016	0.069	0.072	0.026
HCM Control Delay, s/veh	7.3	7.3	7.3	7.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0	0.2	0.2	0.1

Intersection	
Int Delay, s/veh	2.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	16	0	38	0	1	0	34	70	0	0	88	27
Future Vol, veh/h	16	0	38	0	1	0	34	70	0	0	88	27
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	0	41	0	1	0	37	76	0	0	96	29

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	261	260	110	246	275	76	125	0	0	76	0	0
Stage 1	110	110	-	150	150	-	-	-	-	-	-	-
Stage 2	151	150	-	96	125	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	692	644	943	708	632	985	1462	-	-	1523	-	-
Stage 1	895	804	-	853	773	-	-	-	-	-	-	-
Stage 2	852	773	-	911	792	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	673	627	943	659	616	985	1462	-	-	1523	-	-
Mov Cap-2 Maneuver	673	627	-	659	616	-	-	-	-	-	-	-
Stage 1	895	804	-	830	753	-	-	-	-	-	-	-
Stage 2	828	753	-	871	792	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.59	10.86	2.46	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	588	-	-	843	616	1523	-	-
HCM Lane V/C Ratio	0.025	-	-	0.07	0.002	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	9.6	10.9	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	4.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	64	26	0	36	25	40	185	7	30	179	0
Future Vol, veh/h	7	64	26	0	36	25	40	185	7	30	179	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	70	28	0	39	27	43	201	8	33	195	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	571	552	205	583	555	195	195	0	0	209	0	0
Stage 1	292	292	-	260	260	-	-	-	-	-	-	-
Stage 2	279	260	-	323	296	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	431	442	836	424	440	847	1379	-	-	1362	-	-
Stage 1	716	671	-	745	693	-	-	-	-	-	-	-
Stage 2	727	693	-	689	668	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	357	415	836	323	413	847	1379	-	-	1362	-	-
Mov Cap-2 Maneuver	357	415	-	323	413	-	-	-	-	-	-	-
Stage 1	691	647	-	725	674	-	-	-	-	-	-	-
Stage 2	645	674	-	573	645	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	14.78	12.89	1.33	1.11
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	258	-	-	473	522	308	-	-
HCM Lane V/C Ratio	0.024	-	-	0.223	0.127	0.032	-	-
HCM Control Delay (s/veh)	7.7	0	-	14.8	12.9	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.8	0.4	0.1	-	-

Intersection	
Int Delay, s/veh	8.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	11	95	0	0	60	6	0	13	0	0	17	2
Future Vol, veh/h	11	95	0	0	60	6	0	13	0	0	17	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	103	0	0	65	7	0	14	0	0	18	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	66	34	20	84	35	14	21	0	0	14	0	0
Stage 1	20	20	-	14	14	-	-	-	-	-	-	-
Stage 2	47	14	-	70	21	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	927	859	1058	902	858	1066	1595	-	-	1604	-	-
Stage 1	999	879	-	1006	884	-	-	-	-	-	-	-
Stage 2	967	884	-	940	878	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	851	859	1058	794	858	1066	1595	-	-	1604	-	-
Mov Cap-2 Maneuver	851	859	-	794	858	-	-	-	-	-	-	-
Stage 1	999	879	-	1006	884	-	-	-	-	-	-	-
Stage 2	890	884	-	829	878	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.85	9.49	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1595	-	-	858	873	1604	-	-
HCM Lane V/C Ratio	-	-	-	0.134	0.082	-	-	-
HCM Control Delay (s/veh)	0	-	-	9.8	9.5	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.5	0.3	0	-	-

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	94	2	0	1	1	0	12	152	0	0	130	52
Future Vol, veh/h	94	2	0	1	1	0	12	152	0	0	130	52
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	102	2	0	1	1	0	13	165	0	0	141	57

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	361	361	170	334	389	165	198	0	0	165	0	0
Stage 1	170	170	-	191	191	-	-	-	-	-	-	-
Stage 2	192	191	-	142	198	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	594	566	874	620	546	879	1375	-	-	1413	-	-
Stage 1	832	758	-	810	742	-	-	-	-	-	-	-
Stage 2	810	742	-	860	737	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	587	560	874	611	540	879	1375	-	-	1413	-	-
Mov Cap-2 Maneuver	587	560	-	611	540	-	-	-	-	-	-	-
Stage 1	832	758	-	802	734	-	-	-	-	-	-	-
Stage 2	800	734	-	858	737	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	12.46	11.3	0.56	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	132	-	-	586	573	1413	-	-
HCM Lane V/C Ratio	0.009	-	-	0.178	0.004	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	12.5	11.3	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.6	0	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	17	1	0	217	207	13
Future Vol, veh/h	17	1	0	217	207	13
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	18	1	0	236	225	14

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	468	232	239	0	-	0
Stage 1	232	-	-	-	-	-
Stage 2	236	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	553	807	1328	-	-	-
Stage 1	806	-	-	-	-	-
Stage 2	803	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	553	807	1328	-	-	-
Mov Cap-2 Maneuver	553	-	-	-	-	-
Stage 1	806	-	-	-	-	-
Stage 2	803	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.62	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1328	-	563
HCM Lane V/C Ratio	-	-	-	-	0.035
HCM Control Delay (s/veh)	-	-	0	-	11.6
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	6.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕							
Traffic Vol, veh/h	6	55	50	1	80	41	59	175	3	61	172	0
Future Vol, veh/h	6	55	50	1	80	41	59	175	3	61	172	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	7	60	54	1	87	45	64	190	3	66	187	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	683	640	192	668	641	187	187	0	0	193	0	0
Stage 1	320	320	-	320	320	-	-	-	-	-	-	-
Stage 2	363	320	-	348	322	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	363	394	850	372	393	855	1387	-	-	1380	-	-
Stage 1	692	652	-	692	653	-	-	-	-	-	-	-
Stage 2	656	653	-	668	651	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	242	357	850	267	357	855	1387	-	-	1380	-	-
Mov Cap-2 Maneuver	242	357	-	267	357	-	-	-	-	-	-	-
Stage 1	660	622	-	659	621	-	-	-	-	-	-	-
Stage 2	509	621	-	539	621	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	15.37	16.6	1.92	2.03
HCM LOS	C	C		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1380	-	-	467	442	1387	-	-
HCM Lane V/C Ratio	0.048	-	-	0.258	0.3	0.046	-	-
HCM Control Delay (s/veh)	7.7	-	-	15.4	16.6	7.7	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1	1.2	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	29	83	1	21	72	55	0	78	10	50	46	49
Future Vol, veh/h	29	83	1	21	72	55	0	78	10	50	46	49
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	90	1	23	78	60	0	85	11	54	50	53
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.4	8.9	8.5	8.8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	26%	0%	14%	34%
Vol Thru, %	89%	74%	0%	49%	32%
Vol Right, %	11%	0%	100%	37%	34%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	88	112	1	148	145
LT Vol	0	29	0	21	50
Through Vol	78	83	0	72	46
RT Vol	10	0	1	55	49
Lane Flow Rate	96	122	1	161	158
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.127	0.183	0.001	0.206	0.202
Departure Headway (Hd)	4.763	5.411	4.575	4.608	4.622
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	750	661	779	775	774
Service Time	2.807	3.157	2.321	2.653	2.662
HCM Lane V/C Ratio	0.128	0.185	0.001	0.208	0.204
HCM Control Delay, s/veh	8.5	9.4	7.3	8.9	8.8
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.4	0.7	0	0.8	0.8

Intersection	
Int Delay, s/veh	3.2

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	29	32	2	43	16	13	17	163	34	4	187	50
Future Vol, veh/h	29	32	2	43	16	13	17	163	34	4	187	50
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	32	35	2	47	17	14	18	177	37	4	203	54

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	352	499	107	382	490	129	258	0	0	214	0	0
Stage 1	233	233	-	239	239	-	-	-	-	-	-	-
Stage 2	119	266	-	143	251	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	579	472	926	551	477	897	1304	-	-	1353	-	-
Stage 1	749	711	-	743	706	-	-	-	-	-	-	-
Stage 2	873	687	-	845	698	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	539	464	926	500	469	897	1304	-	-	1353	-	-
Mov Cap-2 Maneuver	539	464	-	500	469	-	-	-	-	-	-	-
Stage 1	739	701	-	740	704	-	-	-	-	-	-	-
Stage 2	835	685	-	790	688	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	13.22	12.64	0.62	0.13
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	497	926	1353	-	-	1304	-	-	491	897
HCM Lane V/C Ratio	0.133	0.002	0.003	-	-	0.014	-	-	0.131	0.016
HCM Control Delay (s/veh)	13.4	8.9	7.7	-	-	7.8	-	-	13.4	9.1
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.5	0	0	-	-	0	-	-	0.4	0

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	19	41	98	123	3
Future Vol, veh/h	8	19	41	98	123	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	21	45	107	134	3

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	329	134	137	0	-	0
Stage 1	134	-	-	-	-	-
Stage 2	196	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	665	915	1447	-	-	-
Stage 1	893	-	-	-	-	-
Stage 2	837	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	645	915	1447	-	-	-
Mov Cap-2 Maneuver	645	-	-	-	-	-
Stage 1	865	-	-	-	-	-
Stage 2	837	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.59	2.23	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1447	-	814	-	-
HCM Lane V/C Ratio	0.031	-	0.036	-	-
HCM Control Delay (s/veh)	7.6	-	9.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	31	49	128	128	14
Future Vol, veh/h	11	31	49	128	128	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	34	53	139	139	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	385	139	154	0	-	0
Stage 1	139	-	-	-	-	-
Stage 2	246	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	618	909	1426	-	-	-
Stage 1	888	-	-	-	-	-
Stage 2	795	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	595	909	1426	-	-	-
Mov Cap-2 Maneuver	595	-	-	-	-	-
Stage 1	854	-	-	-	-	-
Stage 2	795	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.78	2.11	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1426	-	799	-	-
HCM Lane V/C Ratio	0.037	-	0.057	-	-
HCM Control Delay (s/veh)	7.6	-	9.8	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	3	0	177	157	2
Future Vol, veh/h	0	3	0	177	157	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	0	192	171	2

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	171	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	873	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	873	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.14	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	873	-	-
HCM Lane V/C Ratio	-	0.004	-	-
HCM Control Delay (s/veh)	-	9.1	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	44	85	161	132	28
Future Vol, veh/h	16	44	85	161	132	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	48	92	175	143	30

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	503	143	174	0	-	0
Stage 1	143	-	-	-	-	-
Stage 2	360	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	528	904	1403	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	706	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	493	904	1403	-	-	-
Mov Cap-2 Maneuver	493	-	-	-	-	-
Stage 1	825	-	-	-	-	-
Stage 2	706	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.34	2.68	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1403	-	740	-	-
HCM Lane V/C Ratio	0.066	-	0.088	-	-
HCM Control Delay (s/veh)	7.7	-	10.3	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	246	176	0
Future Vol, veh/h	0	5	0	246	176	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	267	191	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	191	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	850	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	850	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.26	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	850	-	-
HCM Lane V/C Ratio	-	0.006	-	-
HCM Control Delay (s/veh)	-	9.3	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Appendix J – Year 2033 No Build Capacity Analysis

J

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	32	13	1	17	1	6	7	2	1	5	1
Future Vol, veh/h	1	32	13	1	17	1	6	7	2	1	5	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	35	14	1	18	1	7	8	2	1	5	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.1	7.2	7.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	40%	2%	5%	14%
Vol Thru, %	47%	70%	89%	71%
Vol Right, %	13%	28%	5%	14%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	15	46	19	7
LT Vol	6	1	1	1
Through Vol	7	32	17	5
RT Vol	2	13	1	1
Lane Flow Rate	16	50	21	8
Geometry Grp	1	1	1	1
Degree of Util (X)	0.018	0.053	0.023	0.008
Departure Headway (Hd)	4.061	3.825	3.991	4.01
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	881	939	898	891
Service Time	2.089	1.839	2.009	2.041
HCM Lane V/C Ratio	0.018	0.053	0.023	0.009
HCM Control Delay, s/veh	7.2	7.1	7.1	7.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.2	0.1	0

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	24	2	10	0	2	0	4	100	1	0	68	13
Future Vol, veh/h	24	2	10	0	2	0	4	100	1	0	68	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	2	11	0	2	0	4	109	1	0	74	14

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	199	199	81	193	206	109	88	0	0	110	0	0
Stage 1	81	81	-	118	118	-	-	-	-	-	-	-
Stage 2	118	118	-	75	88	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	759	696	979	767	691	944	1508	-	-	1480	-	-
Stage 1	927	828	-	887	798	-	-	-	-	-	-	-
Stage 2	886	798	-	934	822	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	754	694	979	753	689	944	1508	-	-	1480	-	-
Mov Cap-2 Maneuver	754	694	-	753	689	-	-	-	-	-	-	-
Stage 1	927	828	-	884	796	-	-	-	-	-	-	-
Stage 2	881	795	-	921	822	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.72	10.25	0.28	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	68	-	-	802	689	1480	-	-
HCM Lane V/C Ratio	0.003	-	-	0.049	0.003	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.7	10.2	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	13	23	0	18	0	1	134	7	35	208	0
Future Vol, veh/h	5	13	23	0	18	0	1	134	7	35	208	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	14	25	0	20	0	1	146	8	38	226	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	464	454	149	457	458	226	226	0	0	153	0	0
Stage 1	152	152	-	302	302	-	-	-	-	-	-	-
Stage 2	312	302	-	155	155	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	509	502	897	514	500	813	1342	-	-	1427	-	-
Stage 1	851	772	-	707	664	-	-	-	-	-	-	-
Stage 2	699	664	-	847	769	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	473	486	897	470	484	813	1342	-	-	1427	-	-
Mov Cap-2 Maneuver	473	486	-	470	484	-	-	-	-	-	-	-
Stage 1	850	771	-	686	644	-	-	-	-	-	-	-
Stage 2	657	644	-	808	768	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	10.93	12.75	0.05	1.09
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	259	-	-	651	484	13	-	-
HCM Lane V/C Ratio	0.027	-	-	0.068	0.04	0.001	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.9	12.8	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0.1	0	-	-

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	7	2	0	12	4	0	17	1	2	27	6
Future Vol, veh/h	2	7	2	0	12	4	0	17	1	2	27	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	8	2	0	13	4	0	18	1	2	29	7

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	62	57	33	57	59	19	36	0	0	20	0	0
Stage 1	37	37	-	19	19	-	-	-	-	-	-	-
Stage 2	25	20	-	37	40	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	933	835	1041	941	832	1059	1575	-	-	1597	-	-
Stage 1	978	864	-	1000	879	-	-	-	-	-	-	-
Stage 2	993	879	-	978	861	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	913	833	1041	929	831	1059	1575	-	-	1597	-	-
Mov Cap-2 Maneuver	913	833	-	929	831	-	-	-	-	-	-	-
Stage 1	977	863	-	1000	879	-	-	-	-	-	-	-
Stage 2	974	879	-	966	860	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.15	9.18	0	0.41
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1575	-	-	879	878	99	-	-
HCM Lane V/C Ratio	-	-	-	0.014	0.02	0.001	-	-
HCM Control Delay (s/veh)	0	-	-	9.2	9.2	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	7	1	13	0	1	0	2	96	1	1	70	7
Future Vol, veh/h	7	1	13	0	1	0	2	96	1	1	70	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	1	14	0	1	0	2	104	1	1	76	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	191	192	80	188	195	105	84	0	0	105	0	0
Stage 1	82	82	-	109	109	-	-	-	-	-	-	-
Stage 2	109	110	-	79	86	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	769	703	980	772	700	950	1513	-	-	1486	-	-
Stage 1	926	827	-	896	805	-	-	-	-	-	-	-
Stage 2	896	804	-	930	824	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	766	702	980	758	699	950	1513	-	-	1486	-	-
Mov Cap-2 Maneuver	766	702	-	758	699	-	-	-	-	-	-	-
Stage 1	926	826	-	895	804	-	-	-	-	-	-	-
Stage 2	893	803	-	915	823	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.19	10.16	0.15	0.1
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	36	-	-	881	699	23	-	-
HCM Lane V/C Ratio	0.001	-	-	0.026	0.002	0.001	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.2	10.2	7.4	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	29	0	1	164	244	17
Future Vol, veh/h	29	0	1	164	244	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	0	1	178	265	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	455	274	284	0	-	0
Stage 1	274	-	-	-	-	-
Stage 2	180	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	563	764	1279	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	851	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	563	764	1279	-	-	-
Mov Cap-2 Maneuver	563	-	-	-	-	-
Stage 1	771	-	-	-	-	-
Stage 2	851	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.78	0.05	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1279	-	563
HCM Lane V/C Ratio	-	-	0.001	-	0.056
HCM Control Delay (s/veh)	-	-	7.8	-	11.8
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Int Delay, s/veh	7.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	10	107	71	0	51	44	42	145	6	51	203	1
Future Vol, veh/h	10	107	71	0	51	44	42	145	6	51	203	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	116	77	0	55	48	46	158	7	55	221	1

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	611	585	161	639	588	221	222	0	0	164	0	0
Stage 1	252	252	-	332	332	-	-	-	-	-	-	-
Stage 2	359	333	-	307	255	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	406	423	884	389	422	818	1347	-	-	1414	-	-
Stage 1	752	698	-	681	644	-	-	-	-	-	-	-
Stage 2	659	644	-	703	696	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	307	393	884	237	391	818	1347	-	-	1414	-	-
Mov Cap-2 Maneuver	307	393	-	237	391	-	-	-	-	-	-	-
Stage 1	727	675	-	655	619	-	-	-	-	-	-	-
Stage 2	543	619	-	513	672	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	17.59	13.71	1.69	1.53
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1414	-	-	488	516	1347	-	-
HCM Lane V/C Ratio	0.039	-	-	0.419	0.2	0.034	-	-
HCM Control Delay (s/veh)	7.6	-	-	17.6	13.7	7.8	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	2	0.7	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.7
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	113	0	18	77	30	1	31	14	30	32	19
Future Vol, veh/h	37	113	0	18	77	30	1	31	14	30	32	19
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	40	123	0	20	84	33	1	34	15	33	35	21
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.3	8.4	7.9	8.3
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	2%	25%	0%	14%	37%
Vol Thru, %	67%	75%	100%	62%	40%
Vol Right, %	30%	0%	0%	24%	23%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	46	150	0	125	81
LT Vol	1	37	0	18	30
Through Vol	31	113	0	77	32
RT Vol	14	0	0	30	19
Lane Flow Rate	50	163	0	136	88
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.064	0.231	0	0.168	0.114
Departure Headway (Hd)	4.6	5.092	4.968	4.449	4.663
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	779	706	0	807	770
Service Time	2.629	2.816	2.692	2.475	2.689
HCM Lane V/C Ratio	0.064	0.231	0	0.169	0.114
HCM Control Delay, s/veh	7.9	9.3	7.7	8.4	8.3
HCM Lane LOS	A	A	N	A	A
HCM 95th-tile Q	0.2	0.9	0	0.6	0.4

Intersection	
Int Delay, s/veh	3.1

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	36	15	10	33	17	19	20	194	21	7	200	17
Future Vol, veh/h	36	15	10	33	17	19	20	194	21	7	200	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	16	11	36	18	21	22	211	23	8	217	18

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	399	517	117	399	519	118	236	0	0	234	0	0
Stage 1	266	266	-	242	242	-	-	-	-	-	-	-
Stage 2	133	251	-	157	277	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	536	461	913	536	460	912	1328	-	-	1331	-	-
Stage 1	717	688	-	740	704	-	-	-	-	-	-	-
Stage 2	856	698	-	829	680	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	491	451	913	499	449	912	1328	-	-	1331	-	-
Mov Cap-2 Maneuver	491	451	-	499	449	-	-	-	-	-	-	-
Stage 1	705	676	-	736	700	-	-	-	-	-	-	-
Stage 2	810	694	-	787	669	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	12.76	12.22	0.66	0.24
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	479	913	1331	-	-	1328	-	-	481	912
HCM Lane V/C Ratio	0.116	0.012	0.006	-	-	0.016	-	-	0.113	0.023
HCM Control Delay (s/veh)	13.5	9	7.7	-	-	7.8	-	-	13.4	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.4	0	0	-	-	0	-	-	0.4	0.1

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	18	4	1	29	5	7	6	2	5	8	12
Future Vol, veh/h	2	18	4	1	29	5	7	6	2	5	8	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	20	4	1	32	5	8	7	2	5	9	13
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.1	7.2	7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	47%	8%	3%	20%
Vol Thru, %	40%	75%	83%	32%
Vol Right, %	13%	17%	14%	48%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	15	24	35	25
LT Vol	7	2	1	5
Through Vol	6	18	29	8
RT Vol	2	4	5	12
Lane Flow Rate	16	26	38	27
Geometry Grp	1	1	1	1
Degree of Util (X)	0.018	0.029	0.042	0.029
Departure Headway (Hd)	4.079	3.954	3.948	3.809
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	876	905	907	938
Service Time	2.111	1.978	1.97	1.84
HCM Lane V/C Ratio	0.018	0.029	0.042	0.029
HCM Control Delay, s/veh	7.2	7.1	7.1	7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.1	0.1	0.1

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	18	0	4	0	1	0	7	70	0	0	84	30
Future Vol, veh/h	18	0	4	0	1	0	7	70	0	0	84	30
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	0	4	0	1	0	8	76	0	0	91	33

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	199	199	108	183	215	76	124	0	0	76	0	0
Stage 1	108	108	-	91	91	-	-	-	-	-	-	-
Stage 2	92	91	-	91	124	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	759	697	946	779	683	985	1463	-	-	1523	-	-
Stage 1	898	806	-	916	819	-	-	-	-	-	-	-
Stage 2	915	819	-	916	793	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	754	693	946	771	679	985	1463	-	-	1523	-	-
Mov Cap-2 Maneuver	754	693	-	771	679	-	-	-	-	-	-	-
Stage 1	898	806	-	911	815	-	-	-	-	-	-	-
Stage 2	909	815	-	912	793	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.74	10.31	0.68	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	164	-	-	783	679	1523	-	-
HCM Lane V/C Ratio	0.005	-	-	0.031	0.002	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	9.7	10.3	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	20	29	0	10	4	6	206	8	33	199	0
Future Vol, veh/h	8	20	29	0	10	4	6	206	8	33	199	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	22	32	0	11	4	7	224	9	36	216	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	535	529	228	536	534	216	216	0	0	233	0	0
Stage 1	241	241	-	288	288	-	-	-	-	-	-	-
Stage 2	293	288	-	248	246	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	456	455	811	456	452	824	1353	-	-	1335	-	-
Stage 1	762	706	-	720	674	-	-	-	-	-	-	-
Stage 2	715	674	-	756	703	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	427	439	811	402	436	824	1353	-	-	1335	-	-
Mov Cap-2 Maneuver	427	439	-	402	436	-	-	-	-	-	-	-
Stage 1	758	702	-	698	653	-	-	-	-	-	-	-
Stage 2	678	653	-	700	699	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	12.09	12.37	0.21	1.11
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	256	-	-	569	504	49	-	-
HCM Lane V/C Ratio	0.027	-	-	0.109	0.03	0.005	-	-
HCM Control Delay (s/veh)	7.8	0	-	12.1	12.4	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.1	0	-	-

Intersection	
Int Delay, s/veh	5.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	12	15	0	0	12	7	0	14	0	0	19	2
Future Vol, veh/h	12	15	0	0	12	7	0	14	0	0	19	2
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	16	0	0	13	8	0	15	0	0	21	2

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	43	37	22	44	38	15	23	0	0	15	0	0
Stage 1	22	22	-	15	15	-	-	-	-	-	-	-
Stage 2	22	15	-	29	23	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	959	855	1055	958	854	1064	1592	-	-	1603	-	-
Stage 1	997	877	-	1005	883	-	-	-	-	-	-	-
Stage 2	997	883	-	988	876	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	938	855	1055	940	854	1064	1592	-	-	1603	-	-
Mov Cap-2 Maneuver	938	855	-	940	854	-	-	-	-	-	-	-
Stage 1	997	877	-	1005	883	-	-	-	-	-	-	-
Stage 2	975	883	-	970	876	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.18	9	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1592	-	-	890	921	1603	-	-
HCM Lane V/C Ratio	-	-	-	0.033	0.022	-	-	-
HCM Control Delay (s/veh)	0	-	-	9.2	9	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	14	2	0	1	1	0	13	64	0	0	86	4
Future Vol, veh/h	14	2	0	1	1	0	13	64	0	0	86	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	15	2	0	1	1	0	14	70	0	0	93	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	194	193	96	192	196	70	98	0	0	70	0	0
Stage 1	96	96	-	98	98	-	-	-	-	-	-	-
Stage 2	98	98	-	95	98	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	765	702	961	767	700	993	1495	-	-	1531	-	-
Stage 1	911	816	-	909	814	-	-	-	-	-	-	-
Stage 2	908	814	-	912	814	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	757	695	961	757	693	993	1495	-	-	1531	-	-
Mov Cap-2 Maneuver	757	695	-	757	693	-	-	-	-	-	-	-
Stage 1	911	816	-	900	806	-	-	-	-	-	-	-
Stage 2	898	806	-	910	814	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.93	9.99	1.25	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	304	-	-	748	724	1531	-	-
HCM Lane V/C Ratio	0.009	-	-	0.023	0.003	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.9	10	0	-	-
HCM Lane LOS	A	A	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	19	1	0	242	230	14
Future Vol, veh/h	19	1	0	242	230	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	1	0	263	250	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	521	258	265	0	-	0
Stage 1	258	-	-	-	-	-
Stage 2	263	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	516	781	1299	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	781	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	516	781	1299	-	-	-
Mov Cap-2 Maneuver	516	-	-	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	781	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.16	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1299	-	525
HCM Lane V/C Ratio	-	-	-	-	0.041
HCM Control Delay (s/veh)	-	-	0	-	12.2
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Int Delay, s/veh	6.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	7	48	56	1	81	45	65	195	4	68	192	0
Future Vol, veh/h	7	48	56	1	81	45	65	195	4	68	192	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	52	61	1	88	49	71	212	4	74	209	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	756	712	214	736	714	209	209	0	0	216	0	0
Stage 1	355	355	-	357	357	-	-	-	-	-	-	-
Stage 2	401	357	-	379	358	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	325	358	826	335	357	832	1362	-	-	1353	-	-
Stage 1	662	629	-	661	629	-	-	-	-	-	-	-
Stage 2	626	629	-	643	628	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	204	321	826	237	320	832	1362	-	-	1353	-	-
Mov Cap-2 Maneuver	204	321	-	237	320	-	-	-	-	-	-	-
Stage 1	628	597	-	625	594	-	-	-	-	-	-	-
Stage 2	474	594	-	515	595	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	16.22	18.3	1.92	2.04
HCM LOS	C	C		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1353	-	-	441	407	1362	-	-
HCM Lane V/C Ratio	0.055	-	-	0.274	0.339	0.052	-	-
HCM Control Delay (s/veh)	7.8	-	-	16.2	18.3	7.8	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1.1	1.5	0.2	-	-

Intersection	
Intersection Delay, s/veh	8.4
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	19	93	1	24	80	23	0	35	11	31	25	46
Future Vol, veh/h	19	93	1	24	80	23	0	35	11	31	25	46
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	21	101	1	26	87	25	0	38	12	34	27	50
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	8.9	8.4	7.9	8.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	17%	0%	19%	30%
Vol Thru, %	76%	83%	0%	63%	25%
Vol Right, %	24%	0%	100%	18%	45%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	46	112	1	127	102
LT Vol	0	19	0	24	31
Through Vol	35	93	0	80	25
RT Vol	11	0	1	23	46
Lane Flow Rate	50	122	1	138	111
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.063	0.172	0.001	0.172	0.136
Departure Headway (Hd)	4.551	5.101	4.312	4.487	4.414
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	788	705	830	801	813
Service Time	2.576	2.824	2.035	2.509	2.436
HCM Lane V/C Ratio	0.063	0.173	0.001	0.172	0.137
HCM Control Delay, s/veh	7.9	8.9	7	8.4	8.1
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.2	0.6	0	0.6	0.5

Intersection	
Int Delay, s/veh	2.7

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	32	23	2	29	10	14	19	181	38	5	208	17
Future Vol, veh/h	32	23	2	29	10	14	19	181	38	5	208	17
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	25	2	32	11	15	21	197	41	5	226	18

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	388	514	119	398	526	122	245	0	0	238	0	0
Stage 1	259	259	-	246	246	-	-	-	-	-	-	-
Stage 2	129	255	-	152	279	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	545	463	910	536	456	906	1319	-	-	1326	-	-
Stage 1	723	692	-	736	701	-	-	-	-	-	-	-
Stage 2	861	695	-	835	678	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	513	453	910	496	447	906	1319	-	-	1326	-	-
Mov Cap-2 Maneuver	513	453	-	496	447	-	-	-	-	-	-	-
Stage 1	712	682	-	733	698	-	-	-	-	-	-	-
Stage 2	830	692	-	790	668	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	13.28	12.09	0.62	0.17
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	486	910	1326	-	-	1319	-	-	482	906
HCM Lane V/C Ratio	0.123	0.002	0.004	-	-	0.016	-	-	0.088	0.017
HCM Control Delay (s/veh)	13.4	9	7.7	-	-	7.8	-	-	13.2	9
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.4	0	0	-	-	0	-	-	0.3	0.1

Appendix K – Year 2033 Build Capacity Analysis

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	43	77	1	61	1	45	7	2	1	5	1
Future Vol, veh/h	1	43	77	1	61	1	45	7	2	1	5	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	47	84	1	66	1	49	8	2	1	5	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.4	7.6	7.9	7.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	83%	1%	2%	14%
Vol Thru, %	13%	36%	97%	71%
Vol Right, %	4%	64%	2%	14%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	54	121	63	7
LT Vol	45	1	1	1
Through Vol	7	43	61	5
RT Vol	2	77	1	1
Lane Flow Rate	59	132	68	8
Geometry Grp	1	1	1	1
Degree of Util (X)	0.072	0.136	0.079	0.009
Departure Headway (Hd)	4.429	3.721	4.144	4.268
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	801	955	857	826
Service Time	2.502	1.78	2.204	2.358
HCM Lane V/C Ratio	0.074	0.138	0.079	0.01
HCM Control Delay, s/veh	7.9	7.4	7.6	7.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.2	0.5	0.3	0

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	24	2	21	0	2	0	48	121	1	0	88	13
Future Vol, veh/h	24	2	21	0	2	0	48	121	1	0	88	13
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	26	2	23	0	2	0	52	132	1	0	96	14

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	340	340	103	333	346	132	110	0	0	133	0	0
Stage 1	103	103	-	236	236	-	-	-	-	-	-	-
Stage 2	237	237	-	97	110	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	614	582	952	620	577	917	1480	-	-	1452	-	-
Stage 1	903	810	-	767	709	-	-	-	-	-	-	-
Stage 2	766	709	-	910	804	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	589	560	952	580	555	917	1480	-	-	1452	-	-
Mov Cap-2 Maneuver	589	560	-	580	555	-	-	-	-	-	-	-
Stage 1	903	810	-	738	682	-	-	-	-	-	-	-
Stage 2	735	682	-	886	804	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.48	11.51	2.12	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	507	-	-	708	555	1452	-	-
HCM Lane V/C Ratio	0.035	-	-	0.072	0.004	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.5	11.5	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.2	0	0	-	-

Intersection	
Intersection Delay, s/veh	10.5
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	5	91	23	0	100	62	59	134	7	35	208	0
Future Vol, veh/h	5	91	23	0	100	62	59	134	7	35	208	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	99	25	0	109	67	64	146	8	38	226	0
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	9.7	10	10.6	11.2
HCM LOS	A	A	B	B

Lane	NWLn1	EBLn1	WBLn1	SELn1
Vol Left, %	14%	4%	0%	30%
Vol Thru, %	86%	76%	62%	67%
Vol Right, %	0%	19%	38%	4%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	243	119	162	200
LT Vol	35	5	0	59
Through Vol	208	91	100	134
RT Vol	0	23	62	7
Lane Flow Rate	264	129	176	217
Geometry Grp	1	1	1	1
Degree of Util (X)	0.377	0.193	0.253	0.313
Departure Headway (Hd)	5.14	5.377	5.18	5.19
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	705	667	694	693
Service Time	3.14	3.412	3.213	3.218
HCM Lane V/C Ratio	0.374	0.193	0.254	0.313
HCM Control Delay, s/veh	11.2	9.7	10	10.6
HCM Lane LOS	B	A	A	B
HCM 95th-tile Q	1.8	0.7	1	1.3

Intersection	
Intersection Delay, s/veh	8.7
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	143	2	0	156	43	0	17	1	66	27	6
Future Vol, veh/h	2	143	2	0	156	43	0	17	1	66	27	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	155	2	0	170	47	0	18	1	72	29	7
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.6	8.8	8.1	8.8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	0%	1%	0%	67%
Vol Thru, %	94%	97%	78%	27%
Vol Right, %	6%	1%	22%	6%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	18	147	199	99
LT Vol	0	2	0	66
Through Vol	17	143	156	27
RT Vol	1	2	43	6
Lane Flow Rate	20	160	216	108
Geometry Grp	1	1	1	1
Degree of Util (X)	0.027	0.199	0.258	0.146
Departure Headway (Hd)	4.882	4.476	4.299	4.89
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	732	802	837	733
Service Time	2.919	2.5	2.322	2.921
HCM Lane V/C Ratio	0.027	0.2	0.258	0.147
HCM Control Delay, s/veh	8.1	8.6	8.8	8.8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.7	1	0.5

Intersection	
Intersection Delay, s/veh	9.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	32	1	28	0	1	0	128	126	1	1	214	85
Future Vol, veh/h	32	1	28	0	1	0	128	126	1	1	214	85
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	1	30	0	1	0	139	137	1	1	233	92
Number of Lanes	1	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	8.9	8.5	10	9.9
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	50%	100%	0%	0%	0%
Vol Thru, %	49%	0%	3%	100%	71%
Vol Right, %	0%	0%	97%	0%	28%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	255	32	29	1	300
LT Vol	128	32	0	0	1
Through Vol	126	0	1	1	214
RT Vol	1	0	28	0	85
Lane Flow Rate	277	35	32	1	326
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.35	0.061	0.045	0.002	0.385
Departure Headway (Hd)	4.552	6.351	5.161	5.47	4.255
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	790	563	692	652	848
Service Time	2.575	4.098	2.907	3.524	2.276
HCM Lane V/C Ratio	0.351	0.062	0.046	0.002	0.384
HCM Control Delay, s/veh	10	9.5	8.2	8.5	9.9
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	1.6	0.2	0.1	0	1.8

Intersection	
Int Delay, s/veh	0.8

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	29	0	1	164	244	17
Future Vol, veh/h	29	0	1	164	244	17
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	32	0	1	178	265	18

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	455	274	284	0	-	0
Stage 1	274	-	-	-	-	-
Stage 2	180	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	563	764	1279	-	-	-
Stage 1	772	-	-	-	-	-
Stage 2	851	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	563	764	1279	-	-	-
Mov Cap-2 Maneuver	563	-	-	-	-	-
Stage 1	771	-	-	-	-	-
Stage 2	851	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	11.78	0.05	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1279	-	563
HCM Lane V/C Ratio	-	-	0.001	-	0.056
HCM Control Delay (s/veh)	-	-	7.8	-	11.8
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Intersection Delay, s/veh	10.9
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	10	127	71	0	72	44	42	145	6	51	203	1
Future Vol, veh/h	10	127	71	0	72	44	42	145	6	51	203	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	11	138	77	0	78	48	46	158	7	55	221	1
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	2	2
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	2	2	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	2	2	1	1
HCM Control Delay, s/veh	11	9.8	10.6	11.4
HCM LOS	B	A	B	B

Lane	NWLn1	NWLn2	EBLn1	WBLn1	SELn1	SELn2
Vol Left, %	100%	0%	5%	0%	100%	0%
Vol Thru, %	0%	100%	61%	62%	0%	96%
Vol Right, %	0%	0%	34%	38%	0%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	51	204	208	116	42	151
LT Vol	51	0	10	0	42	0
Through Vol	0	203	127	72	0	145
RT Vol	0	1	71	44	0	6
Lane Flow Rate	55	222	226	126	46	164
Geometry Grp	5	5	2	2	5	5
Degree of Util (X)	0.097	0.358	0.333	0.191	0.081	0.268
Departure Headway (Hd)	6.324	5.814	5.298	5.445	6.417	5.882
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	567	619	678	658	558	611
Service Time	4.057	3.547	3.332	3.485	4.154	3.618
HCM Lane V/C Ratio	0.097	0.359	0.333	0.191	0.082	0.268
HCM Control Delay, s/veh	9.7	11.8	11	9.8	9.7	10.8
HCM Lane LOS	A	B	B	A	A	B
HCM 95th-tile Q	0.3	1.6	1.5	0.7	0.3	1.1

Intersection	
Intersection Delay, s/veh	10.9
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	57	113	0	18	77	88	1	109	14	92	108	40
Future Vol, veh/h	57	113	0	18	77	88	1	109	14	92	108	40
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	62	123	0	20	84	96	1	118	15	100	117	43
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	11.5	10.3	9.8	11.4
HCM LOS	B	B	A	B

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	1%	34%	0%	10%	38%
Vol Thru, %	88%	66%	100%	42%	45%
Vol Right, %	11%	0%	0%	48%	17%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	124	170	0	183	240
LT Vol	1	57	0	18	92
Through Vol	109	113	0	77	108
RT Vol	14	0	0	88	40
Lane Flow Rate	135	185	0	199	261
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.202	0.31	0	0.286	0.379
Departure Headway (Hd)	5.385	6.043	5.873	5.176	5.225
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	666	595	0	694	689
Service Time	3.421	3.776	3.606	3.209	3.256
HCM Lane V/C Ratio	0.203	0.311	0	0.287	0.379
HCM Control Delay, s/veh	9.8	11.5	8.6	10.3	11.4
HCM Lane LOS	A	B	N	B	B
HCM 95th-tile Q	0.8	1.3	0	1.2	1.8

Intersection	
Int Delay, s/veh	5

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	36	35	10	88	38	19	20	194	21	7	200	75
Future Vol, veh/h	36	35	10	88	38	19	20	194	21	7	200	75
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	38	11	96	41	21	22	211	23	8	217	82

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	410	580	117	441	551	149	299	0	0	234	0	0
Stage 1	266	266	-	273	273	-	-	-	-	-	-	-
Stage 2	145	314	-	168	277	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	526	424	913	500	441	870	1259	-	-	1331	-	-
Stage 1	717	688	-	709	682	-	-	-	-	-	-	-
Stage 2	843	655	-	817	680	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	454	415	913	439	431	870	1259	-	-	1331	-	-
Mov Cap-2 Maneuver	454	415	-	439	431	-	-	-	-	-	-	-
Stage 1	704	676	-	705	678	-	-	-	-	-	-	-
Stage 2	769	651	-	749	668	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	14.33	15.96	0.67	0.19
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	434	913	1331	-	-	1259	-	-	437	870
HCM Lane V/C Ratio	0.178	0.012	0.006	-	-	0.017	-	-	0.314	0.024
HCM Control Delay (s/veh)	15.1	9	7.7	-	-	7.9	-	-	17	9.2
HCM Lane LOS	C	A	A	-	-	A	-	-	C	A
HCM 95th %tile Q(veh)	0.6	0	0	-	-	0.1	-	-	1.3	0.1

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	14	157	107	1
Future Vol, veh/h	12	30	14	157	107	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	15	171	116	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	317	116	117	0	-	0
Stage 1	116	-	-	-	-	-
Stage 2	201	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	676	936	1471	-	-	-
Stage 1	909	-	-	-	-	-
Stage 2	833	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	669	936	1471	-	-	-
Mov Cap-2 Maneuver	669	-	-	-	-	-
Stage 1	899	-	-	-	-	-
Stage 2	833	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.53	0.61	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1471	-	840	-	-
HCM Lane V/C Ratio	0.01	-	0.054	-	-
HCM Control Delay (s/veh)	7.5	-	9.5	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	2.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	47	16	153	132	5
Future Vol, veh/h	18	47	16	153	132	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	51	17	166	143	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	345	143	149	0	-	0
Stage 1	143	-	-	-	-	-
Stage 2	201	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	652	904	1433	-	-	-
Stage 1	884	-	-	-	-	-
Stage 2	833	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	644	904	1433	-	-	-
Mov Cap-2 Maneuver	644	-	-	-	-	-
Stage 1	873	-	-	-	-	-
Stage 2	833	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.85	0.71	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1433	-	813	-	-
HCM Lane V/C Ratio	0.012	-	0.087	-	-
HCM Control Delay (s/veh)	7.5	-	9.8	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	169	178	1
Future Vol, veh/h	0	5	0	169	178	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	184	193	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	193	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	848	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	848	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.27	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	848	-	-
HCM Lane V/C Ratio	-	0.006	-	-
HCM Control Delay (s/veh)	-	9.3	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	25	69	25	144	175	8
Future Vol, veh/h	25	69	25	144	175	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	75	27	157	190	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	401	190	199	0	-	0
Stage 1	190	-	-	-	-	-
Stage 2	211	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	605	852	1373	-	-	-
Stage 1	842	-	-	-	-	-
Stage 2	824	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	593	852	1373	-	-	-
Mov Cap-2 Maneuver	593	-	-	-	-	-
Stage 1	825	-	-	-	-	-
Stage 2	824	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.45	1.14	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1373	-	763	-	-
HCM Lane V/C Ratio	0.02	-	0.134	-	-
HCM Control Delay (s/veh)	7.7	-	10.4	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	8	0	169	244	0
Future Vol, veh/h	0	8	0	169	244	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	9	0	184	265	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	265	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	773	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	773	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.71	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	773	-	-
HCM Lane V/C Ratio	-	0.011	-	-
HCM Control Delay (s/veh)	-	9.7	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	19	0	168	250	2
Future Vol, veh/h	1	19	0	168	250	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	21	0	183	272	2

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	454	272	274	0	-	0
Stage 1	272	-	-	-	-	-
Stage 2	183	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	564	767	1289	-	-	-
Stage 1	774	-	-	-	-	-
Stage 2	849	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	564	767	1289	-	-	-
Mov Cap-2 Maneuver	564	-	-	-	-	-
Stage 1	774	-	-	-	-	-
Stage 2	849	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.92	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1289	-	753	-	-
HCM Lane V/C Ratio	-	-	0.029	-	-
HCM Control Delay (s/veh)	0	-	9.9	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	44	0	159	255	14
Future Vol, veh/h	9	44	0	159	255	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	48	0	173	277	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	450	277	292	0	-	0
Stage 1	277	-	-	-	-	-
Stage 2	173	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	567	762	1269	-	-	-
Stage 1	770	-	-	-	-	-
Stage 2	857	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	567	762	1269	-	-	-
Mov Cap-2 Maneuver	567	-	-	-	-	-
Stage 1	770	-	-	-	-	-
Stage 2	857	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.44	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1269	-	720	-	-
HCM Lane V/C Ratio	-	-	0.08	-	-
HCM Control Delay (s/veh)	0	-	10.4	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	51	177	38	0	35
Future Vol, veh/h	0	51	177	38	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	55	192	41	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	213
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	827
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	827
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	9.56
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	827
HCM Lane V/C Ratio	-	-	-	0.046
HCM Control Delay (s/veh)	-	-	-	9.6
HCM Lane LOS	-	-	-	A
HCM 95th %tile Q(veh)	-	-	-	0.1

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	149	62	161	50	0	35
Future Vol, veh/h	149	62	161	50	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	90	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	162	67	175	54	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	229	0	-	0	593	202
Stage 1	-	-	-	-	202	-
Stage 2	-	-	-	-	391	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1339	-	-	-	468	839
Stage 1	-	-	-	-	832	-
Stage 2	-	-	-	-	683	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1339	-	-	-	411	839
Mov Cap-2 Maneuver	-	-	-	-	411	-
Stage 1	-	-	-	-	731	-
Stage 2	-	-	-	-	683	-

Approach	EB	WB	SB
HCM Control Delay, s/v	5.69	0	9.5
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1339	-	-	-	839
HCM Lane V/C Ratio	0.121	-	-	-	0.045
HCM Control Delay (s/veh)	8.1	-	-	-	9.5
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0.4	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	211	159	38	0	35
Future Vol, veh/h	0	211	159	38	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	229	173	41	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	193
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	848
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	848
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	9.44
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	848
HCM Lane V/C Ratio	-	-	-	0.045
HCM Control Delay (s/veh)	-	-	-	9.4
HCM Lane LOS	-	-	-	A
HCM 95th %tile Q(veh)	-	-	-	0.1

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	211	194	0	0	0
Future Vol, veh/h	0	211	194	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	229	211	0	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	211	0	-	0	440	211
Stage 1	-	-	-	-	211	-
Stage 2	-	-	-	-	229	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1360	-	-	-	574	829
Stage 1	-	-	-	-	824	-
Stage 2	-	-	-	-	809	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1360	-	-	-	574	829
Mov Cap-2 Maneuver	-	-	-	-	574	-
Stage 1	-	-	-	-	824	-
Stage 2	-	-	-	-	809	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1360	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s/veh)	0	-	-	-	0
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	2	53	130	1	57	5	140	6	2	5	8	12
Future Vol, veh/h	2	53	130	1	57	5	140	6	2	5	8	12
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	2	58	141	1	62	5	152	7	2	5	9	13
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.3	8	9	7.7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	95%	1%	2%	20%
Vol Thru, %	4%	29%	90%	32%
Vol Right, %	1%	70%	8%	48%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	148	185	63	25
LT Vol	140	2	1	5
Through Vol	6	53	57	8
RT Vol	2	130	5	12
Lane Flow Rate	161	201	68	27
Geometry Grp	1	1	1	1
Degree of Util (X)	0.211	0.226	0.087	0.034
Departure Headway (Hd)	4.725	4.053	4.557	4.464
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	761	887	787	802
Service Time	2.75	2.07	2.579	2.493
HCM Lane V/C Ratio	0.212	0.227	0.086	0.034
HCM Control Delay, s/veh	9	8.3	8	7.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.8	0.9	0.3	0.1

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	18	0	39	0	1	0	35	110	0	0	128	30
Future Vol, veh/h	18	0	39	0	1	0	35	110	0	0	128	30
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	0	42	0	1	0	38	120	0	0	139	33

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	352	351	155	335	367	120	172	0	0	120	0	0
Stage 1	155	155	-	196	196	-	-	-	-	-	-	-
Stage 2	196	196	-	139	172	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	603	573	890	619	561	932	1405	-	-	1468	-	-
Stage 1	847	769	-	806	739	-	-	-	-	-	-	-
Stage 2	806	739	-	864	757	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	585	557	890	572	545	932	1405	-	-	1468	-	-
Mov Cap-2 Maneuver	585	557	-	572	545	-	-	-	-	-	-	-
Stage 1	847	769	-	783	717	-	-	-	-	-	-	-
Stage 2	781	717	-	823	757	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.13	11.62	1.84	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	434	-	-	764	545	1468	-	-
HCM Lane V/C Ratio	0.027	-	-	0.081	0.002	-	-	-
HCM Control Delay (s/veh)	7.6	0	-	10.1	11.6	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0	0	-	-

Intersection	
Intersection Delay, s/veh	18.7
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	8	192	29	0	171	126	137	206	8	33	199	0
Future Vol, veh/h	8	192	29	0	171	126	137	206	8	33	199	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	209	32	0	186	137	149	224	9	36	216	0
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	15.8	18	23.1	16
HCM LOS	C	C	C	C

Lane	NWLn1	EBLn1	WBLn1	SELn1
Vol Left, %	14%	3%	0%	39%
Vol Thru, %	86%	84%	58%	59%
Vol Right, %	0%	13%	42%	2%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	232	229	297	351
LT Vol	33	8	0	137
Through Vol	199	192	171	206
RT Vol	0	29	126	8
Lane Flow Rate	252	249	323	382
Geometry Grp	1	1	1	1
Degree of Util (X)	0.476	0.469	0.576	0.691
Departure Headway (Hd)	6.799	6.782	6.422	6.516
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	527	528	558	549
Service Time	4.895	4.879	4.511	4.599
HCM Lane V/C Ratio	0.478	0.472	0.579	0.696
HCM Control Delay, s/veh	16	15.8	18	23.1
HCM Lane LOS	C	C	C	C
HCM 95th-tile Q	2.5	2.5	3.6	5.4

Intersection	
Intersection Delay, s/veh	14.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	12	318	0	0	295	140	0	14	0	126	19	2
Future Vol, veh/h	12	318	0	0	295	140	0	14	0	126	19	2
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	346	0	0	321	152	0	15	0	137	21	2
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	13.3	15.7	9.6	11.4
HCM LOS	B	C	A	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	0%	4%	0%	86%
Vol Thru, %	100%	96%	68%	13%
Vol Right, %	0%	0%	32%	1%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	14	330	435	147
LT Vol	0	12	0	126
Through Vol	14	318	295	19
RT Vol	0	0	140	2
Lane Flow Rate	15	359	473	160
Geometry Grp	1	1	1	1
Degree of Util (X)	0.027	0.509	0.632	0.271
Departure Headway (Hd)	6.336	5.104	4.812	6.116
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	563	707	757	586
Service Time	4.393	3.134	2.812	4.16
HCM Lane V/C Ratio	0.027	0.508	0.625	0.273
HCM Control Delay, s/veh	9.6	13.3	15.7	11.4
HCM Lane LOS	A	B	C	B
HCM 95th-tile Q	0.1	2.9	4.6	1.1

Intersection	
Intersection Delay, s/veh	16.1
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	95	2	52	1	1	0	269	158	0	0	353	53
Future Vol, veh/h	95	2	52	1	1	0	269	158	0	0	353	53
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	103	2	57	1	1	0	292	172	0	0	384	58
Number of Lanes	1	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	11	9.9	18.2	15.9
HCM LOS	B	A	C	C

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	63%	100%	0%	50%	0%
Vol Thru, %	37%	0%	4%	50%	87%
Vol Right, %	0%	0%	96%	0%	13%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	427	95	54	2	406
LT Vol	269	95	0	1	0
Through Vol	158	0	2	1	353
RT Vol	0	0	52	0	53
Lane Flow Rate	464	103	59	2	441
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.67	0.208	0.099	0.004	0.618
Departure Headway (Hd)	5.195	7.263	6.064	6.849	5.038
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	696	495	590	521	719
Service Time	3.22	5.003	3.803	4.907	3.064
HCM Lane V/C Ratio	0.667	0.208	0.1	0.004	0.613
HCM Control Delay, s/veh	18.2	11.9	9.5	9.9	15.9
HCM Lane LOS	C	B	A	A	C
HCM 95th-tile Q	5.2	0.8	0.3	0	4.3

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	19	1	0	242	230	14
Future Vol, veh/h	19	1	0	242	230	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	21	1	0	263	250	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	521	258	265	0	-	0
Stage 1	258	-	-	-	-	-
Stage 2	263	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	516	781	1299	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	781	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	516	781	1299	-	-	-
Mov Cap-2 Maneuver	516	-	-	-	-	-
Stage 1	785	-	-	-	-	-
Stage 2	781	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.16	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1299	-	525
HCM Lane V/C Ratio	-	-	-	-	0.041
HCM Control Delay (s/veh)	-	-	0	-	12.2
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.1

Intersection	
Intersection Delay, s/veh	11.3
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	7	92	56	1	121	45	65	194	4	68	192	0
Future Vol, veh/h	7	92	56	1	121	45	65	194	4	68	192	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	100	61	1	132	49	71	211	4	74	209	0
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	2	2
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	2	2	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	2	2	1	1
HCM Control Delay, s/veh	10.7	10.9	11.6	11.5
HCM LOS	B	B	B	B

Lane	NWLn1	NWLn2	EBLn1	WBLn1	SELn1	SELn2
Vol Left, %	100%	0%	5%	1%	100%	0%
Vol Thru, %	0%	100%	59%	72%	0%	98%
Vol Right, %	0%	0%	36%	27%	0%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	68	192	155	167	65	198
LT Vol	68	0	7	1	65	0
Through Vol	0	192	92	121	0	194
RT Vol	0	0	56	45	0	4
Lane Flow Rate	74	209	168	182	71	215
Geometry Grp	5	5	2	2	5	5
Degree of Util (X)	0.133	0.346	0.263	0.284	0.127	0.356
Departure Headway (Hd)	6.482	5.975	5.624	5.642	6.478	5.957
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	553	601	637	635	553	603
Service Time	4.224	3.716	3.674	3.692	4.22	3.698
HCM Lane V/C Ratio	0.134	0.348	0.264	0.287	0.128	0.357
HCM Control Delay, s/veh	10.2	11.9	10.7	10.9	10.2	12
HCM Lane LOS	B	B	B	B	B	B
HCM 95th-tile Q	0.5	1.5	1.1	1.2	0.4	1.6

Intersection	
Intersection Delay, s/veh	18.9
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	63	93	1	24	80	154	0	210	11	153	182	86
Future Vol, veh/h	63	93	1	24	80	154	0	210	11	153	182	86
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	68	101	1	26	87	167	0	228	12	166	198	93
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	14.4	15.4	14.2	25.3
HCM LOS	B	C	B	D

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	40%	0%	9%	36%
Vol Thru, %	95%	60%	0%	31%	43%
Vol Right, %	5%	0%	100%	60%	20%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	221	156	1	258	421
LT Vol	0	63	0	24	153
Through Vol	210	93	0	80	182
RT Vol	11	0	1	154	86
Lane Flow Rate	240	170	1	280	458
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.428	0.354	0.002	0.493	0.757
Departure Headway (Hd)	6.417	7.509	6.583	6.33	5.953
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	560	478	541	566	609
Service Time	4.481	5.275	4.349	4.392	4.005
HCM Lane V/C Ratio	0.429	0.356	0.002	0.495	0.752
HCM Control Delay, s/veh	14.2	14.4	9.4	15.4	25.3
HCM Lane LOS	B	B	A	C	D
HCM 95th-tile Q	2.1	1.6	0	2.7	6.8

Intersection	
Int Delay, s/veh	8.1

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	32	67	2	146	50	14	19	181	38	5	208	148
Future Vol, veh/h	32	67	2	146	50	14	19	181	38	5	208	148
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	73	2	159	54	15	21	197	41	5	226	161

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	410	657	119	493	597	193	387	0	0	238	0	0
Stage 1	259	259	-	317	317	-	-	-	-	-	-	-
Stage 2	151	398	-	176	279	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	526	383	910	459	415	815	1168	-	-	1326	-	-
Stage 1	723	692	-	668	653	-	-	-	-	-	-	-
Stage 2	836	601	-	809	678	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	439	375	910	362	406	815	1168	-	-	1326	-	-
Mov Cap-2 Maneuver	439	375	-	362	406	-	-	-	-	-	-	-
Stage 1	711	680	-	666	650	-	-	-	-	-	-	-
Stage 2	749	599	-	707	666	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	17.39	25.66	0.65	0.11
HCM LOS	C	D		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	394	910	1326	-	-	1168	-	-	372	815
HCM Lane V/C Ratio	0.273	0.002	0.004	-	-	0.018	-	-	0.572	0.019
HCM Control Delay (s/veh)	17.6	9	7.7	-	-	8.1	-	-	26.8	9.5
HCM Lane LOS	C	A	A	-	-	A	-	-	D	A
HCM 95th %tile Q(veh)	1.1	0	0	-	-	0.1	-	-	3.4	0.1

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	19	41	139	164	3
Future Vol, veh/h	8	19	41	139	164	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	21	45	151	178	3

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	418	178	182	0	-	0
Stage 1	178	-	-	-	-	-
Stage 2	240	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	591	865	1394	-	-	-
Stage 1	853	-	-	-	-	-
Stage 2	800	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	572	865	1394	-	-	-
Mov Cap-2 Maneuver	572	-	-	-	-	-
Stage 1	825	-	-	-	-	-
Stage 2	800	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.99	1.75	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1394	-	751	-	-
HCM Lane V/C Ratio	0.032	-	0.039	-	-
HCM Control Delay (s/veh)	7.7	-	10	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	31	49	169	169	14
Future Vol, veh/h	11	31	49	169	169	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	34	53	184	184	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	474	184	199	0	-	0
Stage 1	184	-	-	-	-	-
Stage 2	290	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	549	859	1373	-	-	-
Stage 1	848	-	-	-	-	-
Stage 2	759	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	528	859	1373	-	-	-
Mov Cap-2 Maneuver	528	-	-	-	-	-
Stage 1	815	-	-	-	-	-
Stage 2	759	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.2	1.74	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1373	-	738	-	-
HCM Lane V/C Ratio	0.039	-	0.062	-	-
HCM Control Delay (s/veh)	7.7	-	10.2	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	3	0	218	198	2
Future Vol, veh/h	0	3	0	218	198	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	0	237	215	2

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	215	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	825	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	825	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.38	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	825	-	-
HCM Lane V/C Ratio	-	0.004	-	-
HCM Control Delay (s/veh)	-	9.4	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	44	85	202	173	28
Future Vol, veh/h	16	44	85	202	173	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	48	92	220	188	30

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	592	188	218	0	-	0
Stage 1	188	-	-	-	-	-
Stage 2	404	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	469	854	1351	-	-	-
Stage 1	844	-	-	-	-	-
Stage 2	674	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	437	854	1351	-	-	-
Mov Cap-2 Maneuver	437	-	-	-	-	-
Stage 1	786	-	-	-	-	-
Stage 2	674	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.85	2.33	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1351	-	680	-	-
HCM Lane V/C Ratio	0.068	-	0.096	-	-
HCM Control Delay (s/veh)	7.9	-	10.9	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	287	217	0
Future Vol, veh/h	0	5	0	287	217	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	312	236	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	236	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	803	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	803	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.51	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	803	-	-
HCM Lane V/C Ratio	-	0.007	-	-
HCM Control Delay (s/veh)	-	9.5	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	63	0	284	217	5
Future Vol, veh/h	3	63	0	284	217	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	68	0	309	236	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	545	236	241	0	-	0
Stage 1	236	-	-	-	-	-
Stage 2	309	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	500	803	1325	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	745	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	500	803	1325	-	-	-
Mov Cap-2 Maneuver	500	-	-	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	745	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.07	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1325	-	782	-	-
HCM Lane V/C Ratio	-	-	0.092	-	-
HCM Control Delay (s/veh)	0	-	10.1	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	3.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	151	0	254	253	27
Future Vol, veh/h	30	151	0	254	253	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	164	0	276	275	29

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	551	275	304	0	-	0
Stage 1	275	-	-	-	-	-
Stage 2	276	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	495	764	1256	-	-	-
Stage 1	771	-	-	-	-	-
Stage 2	770	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	495	764	1256	-	-	-
Mov Cap-2 Maneuver	495	-	-	-	-	-
Stage 1	771	-	-	-	-	-
Stage 2	770	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	12.13	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1256	-	701	-	-
HCM Lane V/C Ratio	-	-	0.281	-	-
HCM Control Delay (s/veh)	0	-	12.1	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	1.1	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	148	246	77	0	121
Future Vol, veh/h	0	148	246	77	0	121
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	161	267	84	0	132

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	309
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	731
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	731
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	731
HCM Lane V/C Ratio	-	-	-	0.18
HCM Control Delay (s/veh)	-	-	-	11
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.7

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	296	148	265	102	0	123
Future Vol, veh/h	296	148	265	102	0	123
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	90	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	322	161	288	111	0	134

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	399	0	-	0	1148	343
Stage 1	-	-	-	-	343	-
Stage 2	-	-	-	-	804	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1160	-	-	-	220	699
Stage 1	-	-	-	-	718	-
Stage 2	-	-	-	-	440	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1160	-	-	-	159	699
Mov Cap-2 Maneuver	-	-	-	-	159	-
Stage 1	-	-	-	-	519	-
Stage 2	-	-	-	-	440	-

Approach	EB	WB	SB
HCM Control Delay, s/v	6.19	0	11.36
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1160	-	-	-	699
HCM Lane V/C Ratio	0.277	-	-	-	0.191
HCM Control Delay (s/veh)	9.3	-	-	-	11.4
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	1.1	-	-	-	0.7

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	444	311	77	0	122
Future Vol, veh/h	0	444	311	77	0	122
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	483	338	84	0	133

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	380
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	667
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	667
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11.73
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	667
HCM Lane V/C Ratio	-	-	-	0.199
HCM Control Delay (s/veh)	-	-	-	11.7
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.7

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	444	433	0	0	1
Future Vol, veh/h	0	444	433	0	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	483	471	0	0	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	471	0	-	0	953	471
Stage 1	-	-	-	-	471	-
Stage 2	-	-	-	-	483	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1091	-	-	-	287	593
Stage 1	-	-	-	-	629	-
Stage 2	-	-	-	-	621	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1091	-	-	-	287	593
Mov Cap-2 Maneuver	-	-	-	-	287	-
Stage 1	-	-	-	-	629	-
Stage 2	-	-	-	-	621	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11.08
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1091	-	-	-	593
HCM Lane V/C Ratio	-	-	-	-	0.002
HCM Control Delay (s/veh)	0	-	-	-	11.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

Appendix L – Year 2038 No Build Capacity Analysis

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	36	15	1	18	1	7	8	3	1	5	1
Future Vol, veh/h	1	36	15	1	18	1	7	8	3	1	5	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	39	16	1	20	1	8	9	3	1	5	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.1	7.2	7.1
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	39%	2%	5%	14%
Vol Thru, %	44%	69%	90%	71%
Vol Right, %	17%	29%	5%	14%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	18	52	20	7
LT Vol	7	1	1	1
Through Vol	8	36	18	5
RT Vol	3	15	1	1
Lane Flow Rate	20	57	22	8
Geometry Grp	1	1	1	1
Degree of Util (X)	0.022	0.06	0.024	0.009
Departure Headway (Hd)	4.052	3.828	4.003	4.026
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	882	937	895	887
Service Time	2.083	1.846	2.025	2.06
HCM Lane V/C Ratio	0.023	0.061	0.025	0.009
HCM Control Delay, s/veh	7.2	7.1	7.1	7.1
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.2	0.1	0

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	26	3	11	0	3	0	4	111	1	0	75	15
Future Vol, veh/h	26	3	11	0	3	0	4	111	1	0	75	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	28	3	12	0	3	0	4	121	1	0	82	16

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	221	220	90	213	228	121	98	0	0	122	0	0
Stage 1	90	90	-	130	130	-	-	-	-	-	-	-
Stage 2	131	130	-	83	98	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	735	678	968	744	672	930	1495	-	-	1466	-	-
Stage 1	918	821	-	874	789	-	-	-	-	-	-	-
Stage 2	873	788	-	925	814	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	729	676	968	729	670	930	1495	-	-	1466	-	-
Mov Cap-2 Maneuver	729	676	-	729	670	-	-	-	-	-	-	-
Stage 1	918	821	-	871	786	-	-	-	-	-	-	-
Stage 2	866	786	-	910	814	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.9	10.4	0.26	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	62	-	-	778	670	1466	-	-
HCM Lane V/C Ratio	0.003	-	-	0.056	0.005	-	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.9	10.4	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.2	0	0	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	5	15	25	0	20	0	1	149	8	38	231	0
Future Vol, veh/h	5	15	25	0	20	0	1	149	8	38	231	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	16	27	0	22	0	1	162	9	41	251	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	513	502	166	506	507	251	251	0	0	171	0	0
Stage 1	168	168	-	334	334	-	-	-	-	-	-	-
Stage 2	345	334	-	172	173	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	472	471	878	477	469	788	1314	-	-	1407	-	-
Stage 1	833	759	-	680	643	-	-	-	-	-	-	-
Stage 2	671	643	-	830	756	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	434	455	878	430	452	788	1314	-	-	1407	-	-
Mov Cap-2 Maneuver	434	455	-	430	452	-	-	-	-	-	-	-
Stage 1	833	758	-	657	621	-	-	-	-	-	-	-
Stage 2	625	621	-	786	755	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	11.34	13.36	0.05	1.08
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	254	-	-	617	452	11	-	-
HCM Lane V/C Ratio	0.029	-	-	0.079	0.048	0.001	-	-
HCM Control Delay (s/veh)	7.6	0	-	11.3	13.4	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0.2	0	-	-

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	3	8	3	0	13	4	0	18	1	3	30	7
Future Vol, veh/h	3	8	3	0	13	4	0	18	1	3	30	7
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	9	3	0	14	4	0	20	1	3	33	8

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	70	64	36	64	67	20	40	0	0	21	0	0
Stage 1	43	43	-	20	20	-	-	-	-	-	-	-
Stage 2	27	21	-	43	47	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	922	827	1036	931	824	1058	1569	-	-	1595	-	-
Stage 1	971	859	-	999	879	-	-	-	-	-	-	-
Stage 2	991	878	-	971	856	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	901	825	1036	916	822	1058	1569	-	-	1595	-	-
Mov Cap-2 Maneuver	901	825	-	916	822	-	-	-	-	-	-	-
Stage 1	969	857	-	999	879	-	-	-	-	-	-	-
Stage 2	971	878	-	956	854	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.17	9.24	0	0.54
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1569	-	-	880	868	130	-	-
HCM Lane V/C Ratio	-	-	-	0.017	0.021	0.002	-	-
HCM Control Delay (s/veh)	0	-	-	9.2	9.2	7.3	0	-
HCM Lane LOS	A	-	-	A	A	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	8	1	15	0	1	0	3	107	1	1	78	8
Future Vol, veh/h	8	1	15	0	1	0	3	107	1	1	78	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	1	16	0	1	0	3	116	1	1	85	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	215	215	89	211	219	117	93	0	0	117	0	0
Stage 1	91	91	-	123	123	-	-	-	-	-	-	-
Stage 2	123	124	-	88	96	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	742	683	969	746	679	935	1501	-	-	1471	-	-
Stage 1	916	819	-	881	794	-	-	-	-	-	-	-
Stage 2	881	793	-	920	816	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	738	680	969	730	677	935	1501	-	-	1471	-	-
Mov Cap-2 Maneuver	738	680	-	730	677	-	-	-	-	-	-	-
Stage 1	915	819	-	879	792	-	-	-	-	-	-	-
Stage 2	877	792	-	903	815	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.3	10.33	0.2	0.09
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	49	-	-	864	677	20	-	-
HCM Lane V/C Ratio	0.002	-	-	0.03	0.002	0.001	-	-
HCM Control Delay (s/veh)	7.4	0	-	9.3	10.3	7.4	0	-
HCM Lane LOS	A	A	-	A	B	A	A	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.8

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	32	0	1	182	271	18
Future Vol, veh/h	32	0	1	182	271	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	0	1	198	295	20

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	504	304	314	0	-	0
Stage 1	304	-	-	-	-	-
Stage 2	200	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	527	735	1246	-	-	-
Stage 1	748	-	-	-	-	-
Stage 2	834	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	527	735	1246	-	-	-
Mov Cap-2 Maneuver	527	-	-	-	-	-
Stage 1	748	-	-	-	-	-
Stage 2	834	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.32	0.04	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1246	-	527
HCM Lane V/C Ratio	-	-	0.001	-	0.066
HCM Control Delay (s/veh)	-	-	7.9	-	12.3
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Int Delay, s/veh	8.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	11	119	79	0	57	49	46	161	7	57	226	1
Future Vol, veh/h	11	119	79	0	57	49	46	161	7	57	226	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	129	86	0	62	53	50	175	8	62	246	1

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	679	649	179	710	653	246	247	0	0	183	0	0
Stage 1	279	279	-	370	370	-	-	-	-	-	-	-
Stage 2	401	371	-	340	283	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	365	389	864	349	387	793	1319	-	-	1392	-	-
Stage 1	728	680	-	650	620	-	-	-	-	-	-	-
Stage 2	626	620	-	675	677	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	262	357	864	190	356	793	1319	-	-	1392	-	-
Mov Cap-2 Maneuver	262	357	-	190	356	-	-	-	-	-	-	-
Stage 1	700	654	-	621	592	-	-	-	-	-	-	-
Stage 2	500	592	-	469	652	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	21.02	14.93	1.68	1.55
HCM LOS	C	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1392	-	-	448	477	1319	-	-
HCM Lane V/C Ratio	0.044	-	-	0.507	0.241	0.038	-	-
HCM Control Delay (s/veh)	7.7	-	-	21	14.9	7.8	-	-
HCM Lane LOS	A	-	-	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	2.8	0.9	0.1	-	-

Intersection	
Intersection Delay, s/veh	8.9
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	41	125	0	20	86	33	1	34	16	33	36	21
Future Vol, veh/h	41	125	0	20	86	33	1	34	16	33	36	21
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	45	136	0	22	93	36	1	37	17	36	39	23
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.7	8.6	8.1	8.5
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	2%	25%	0%	14%	37%
Vol Thru, %	67%	75%	100%	62%	40%
Vol Right, %	31%	0%	0%	24%	23%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	51	166	0	139	90
LT Vol	1	41	0	20	33
Through Vol	34	125	0	86	36
RT Vol	16	0	0	33	21
Lane Flow Rate	55	180	0	151	98
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.072	0.258	0	0.19	0.129
Departure Headway (Hd)	4.695	5.151	5.026	4.519	4.757
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	762	698	0	793	753
Service Time	2.731	2.879	2.754	2.548	2.789
HCM Lane V/C Ratio	0.072	0.258	0	0.19	0.13
HCM Control Delay, s/veh	8.1	9.7	7.8	8.6	8.5
HCM Lane LOS	A	A	N	A	A
HCM 95th-tile Q	0.2	1	0	0.7	0.4

Intersection	
Int Delay, s/veh	3.3

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	40	17	11	37	18	21	22	215	24	8	222	18
Future Vol, veh/h	40	17	11	37	18	21	22	215	24	8	222	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	43	18	12	40	20	23	24	234	26	9	241	20

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	442	573	130	442	576	130	261	0	0	260	0	0
Stage 1	295	295	-	268	268	-	-	-	-	-	-	-
Stage 2	148	278	-	174	308	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	499	428	896	499	426	895	1301	-	-	1302	-	-
Stage 1	689	668	-	714	686	-	-	-	-	-	-	-
Stage 2	840	679	-	811	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	452	418	896	459	416	895	1301	-	-	1302	-	-
Mov Cap-2 Maneuver	452	418	-	459	416	-	-	-	-	-	-	-
Stage 1	677	656	-	709	681	-	-	-	-	-	-	-
Stage 2	789	674	-	763	647	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	13.61	12.92	0.66	0.25
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	441	896	1302	-	-	1301	-	-	444	895
HCM Lane V/C Ratio	0.14	0.013	0.007	-	-	0.018	-	-	0.135	0.026
HCM Control Delay (s/veh)	14.5	9.1	7.8	-	-	7.8	-	-	14.4	9.1
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.5	0	0	-	-	0.1	-	-	0.5	0.1

Intersection	
Intersection Delay, s/veh	7.1
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	20	4	1	32	5	8	7	3	5	9	13
Future Vol, veh/h	3	20	4	1	32	5	8	7	3	5	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	22	4	1	35	5	9	8	3	5	10	14
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.1	7.2	7.2	7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	44%	11%	3%	19%
Vol Thru, %	39%	74%	84%	33%
Vol Right, %	17%	15%	13%	48%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	18	27	38	27
LT Vol	8	3	1	5
Through Vol	7	20	32	9
RT Vol	3	4	5	13
Lane Flow Rate	20	29	41	29
Geometry Grp	1	1	1	1
Degree of Util (X)	0.022	0.032	0.046	0.031
Departure Headway (Hd)	4.068	3.983	3.966	3.819
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	878	898	903	935
Service Time	2.102	2.01	1.991	1.853
HCM Lane V/C Ratio	0.023	0.032	0.045	0.031
HCM Control Delay, s/veh	7.2	7.1	7.2	7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.1	0.1	0.1

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	20	0	4	0	1	0	8	78	0	0	94	33
Future Vol, veh/h	20	0	4	0	1	0	8	78	0	0	94	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	0	4	0	1	0	9	85	0	0	102	36

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	223	222	120	204	240	85	138	0	0	85	0	0
Stage 1	120	120	-	102	102	-	-	-	-	-	-	-
Stage 2	103	102	-	102	138	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	733	676	931	754	661	974	1446	-	-	1512	-	-
Stage 1	884	796	-	904	811	-	-	-	-	-	-	-
Stage 2	903	811	-	904	782	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	727	672	931	745	657	974	1446	-	-	1512	-	-
Mov Cap-2 Maneuver	727	672	-	745	657	-	-	-	-	-	-	-
Stage 1	884	796	-	898	805	-	-	-	-	-	-	-
Stage 2	896	805	-	900	782	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.94	10.49	0.7	0
HCM LOS	A	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	167	-	-	755	657	1512	-	-
HCM Lane V/C Ratio	0.006	-	-	0.035	0.002	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	9.9	10.5	0	-	-
HCM Lane LOS	A	A	-	A	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	9	22	32	0	11	4	7	228	9	37	220	0
Future Vol, veh/h	9	22	32	0	11	4	7	228	9	37	220	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	24	35	0	12	4	8	248	10	40	239	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	593	588	253	595	592	239	239	0	0	258	0	0
Stage 1	268	268	-	320	320	-	-	-	-	-	-	-
Stage 2	326	320	-	275	273	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	417	422	786	416	419	800	1328	-	-	1307	-	-
Stage 1	738	687	-	692	653	-	-	-	-	-	-	-
Stage 2	687	653	-	731	684	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	386	404	786	359	401	800	1328	-	-	1307	-	-
Mov Cap-2 Maneuver	386	404	-	359	401	-	-	-	-	-	-	-
Stage 1	733	683	-	667	629	-	-	-	-	-	-	-
Stage 2	646	629	-	670	679	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	12.77	13.06	0.22	1.13
HCM LOS	B	B		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	259	-	-	532	463	51	-	-
HCM Lane V/C Ratio	0.031	-	-	0.129	0.035	0.006	-	-
HCM Control Delay (s/veh)	7.8	0	-	12.8	13.1	7.7	0	-
HCM Lane LOS	A	A	-	B	B	A	A	-
HCM 95th %tile Q(veh)	0.1	-	-	0.4	0.1	0	-	-

Intersection	
Int Delay, s/veh	5.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	13	17	0	0	13	8	0	16	0	0	21	3
Future Vol, veh/h	13	17	0	0	13	8	0	16	0	0	21	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	18	0	0	14	9	0	17	0	0	23	3

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	49	42	24	49	43	17	26	0	0	17	0	0
Stage 1	24	24	-	17	17	-	-	-	-	-	-	-
Stage 2	24	17	-	32	26	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	951	850	1052	951	848	1061	1588	-	-	1600	-	-
Stage 1	993	875	-	1002	881	-	-	-	-	-	-	-
Stage 2	993	881	-	984	873	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	928	850	1052	930	848	1061	1588	-	-	1600	-	-
Mov Cap-2 Maneuver	928	850	-	930	848	-	-	-	-	-	-	-
Stage 1	993	875	-	1002	881	-	-	-	-	-	-	-
Stage 2	969	881	-	963	873	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	9.24	9.02	0	0
HCM LOS	A	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	1588	-	-	882	919	1600	-	-
HCM Lane V/C Ratio	-	-	-	0.037	0.025	-	-	-
HCM Control Delay (s/veh)	0	-	-	9.2	9	0	-	-
HCM Lane LOS	A	-	-	A	A	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0.1	0	-	-

Intersection	
Int Delay, s/veh	1.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	16	3	0	1	1	0	15	71	0	0	95	4
Future Vol, veh/h	16	3	0	1	1	0	15	71	0	0	95	4
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	3	0	1	1	0	16	77	0	0	103	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	216	215	105	215	217	77	108	0	0	77	0	0
Stage 1	105	105	-	110	110	-	-	-	-	-	-	-
Stage 2	110	110	-	105	108	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	741	683	949	742	681	984	1483	-	-	1521	-	-
Stage 1	900	808	-	895	804	-	-	-	-	-	-	-
Stage 2	895	804	-	901	806	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	731	675	949	730	673	984	1483	-	-	1521	-	-
Mov Cap-2 Maneuver	731	675	-	730	673	-	-	-	-	-	-	-
Stage 1	900	808	-	885	795	-	-	-	-	-	-	-
Stage 2	883	795	-	897	806	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.14	10.16	1.3	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	314	-	-	722	700	1521	-	-
HCM Lane V/C Ratio	0.011	-	-	0.029	0.003	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.1	10.2	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0	-	-	0.1	0	0	-	-

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	21	1	0	268	255	16
Future Vol, veh/h	21	1	0	268	255	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	1	0	291	277	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	577	286	295	0	-	0
Stage 1	286	-	-	-	-	-
Stage 2	291	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	478	753	1267	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	758	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	478	753	1267	-	-	-
Mov Cap-2 Maneuver	478	-	-	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	758	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.78	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1267	-	486
HCM Lane V/C Ratio	-	-	-	-	0.049
HCM Control Delay (s/veh)	-	-	0	-	12.8
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Int Delay, s/veh	7.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	8	53	62	1	90	50	73	216	62	75	213	0
Future Vol, veh/h	8	53	62	1	90	50	73	216	62	75	213	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	205	-	-	205	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	58	67	1	98	54	79	235	67	82	232	0

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	871	822	268	817	855	232	232	0	0	302	0	0
Stage 1	427	427	-	395	395	-	-	-	-	-	-	-
Stage 2	443	395	-	422	461	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	272	309	770	295	295	808	1336	-	-	1259	-	-
Stage 1	606	585	-	631	605	-	-	-	-	-	-	-
Stage 2	593	605	-	609	565	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	146	272	770	192	260	808	1336	-	-	1259	-	-
Mov Cap-2 Maneuver	146	272	-	192	260	-	-	-	-	-	-	-
Stage 1	570	550	-	590	566	-	-	-	-	-	-	-
Stage 2	428	566	-	468	532	-	-	-	-	-	-	-

Approach	EB	WB	SE	NW
HCM Control Delay, s/v	19.99	23.89	1.64	2.1
HCM LOS	C	C		

Minor Lane/Major Mvmt	NWL	NWT	NWR	EBLn1	WBLn1	SEL	SET	SER
Capacity (veh/h)	1259	-	-	372	341	1336	-	-
HCM Lane V/C Ratio	0.065	-	-	0.359	0.449	0.059	-	-
HCM Control Delay (s/veh)	8.1	-	-	20	23.9	7.9	-	-
HCM Lane LOS	A	-	-	C	C	A	-	-
HCM 95th %tile Q(veh)	0.2	-	-	1.6	2.2	0.2	-	-

Intersection	
Intersection Delay, s/veh	8.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	21	103	1	26	88	25	0	38	12	34	28	51
Future Vol, veh/h	21	103	1	26	88	25	0	38	12	34	28	51
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	23	112	1	28	96	27	0	41	13	37	30	55
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	9.1	8.7	8	8.3
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	17%	0%	19%	30%
Vol Thru, %	76%	83%	0%	63%	25%
Vol Right, %	24%	0%	100%	18%	45%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	50	124	1	139	113
LT Vol	0	21	0	26	34
Through Vol	38	103	0	88	28
RT Vol	12	0	1	25	51
Lane Flow Rate	54	135	1	151	123
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.07	0.193	0.001	0.191	0.153
Departure Headway (Hd)	4.638	5.156	4.367	4.548	4.49
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	772	697	819	789	800
Service Time	2.67	2.886	2.097	2.577	2.516
HCM Lane V/C Ratio	0.07	0.194	0.001	0.191	0.154
HCM Control Delay, s/veh	8	9.1	7.1	8.7	8.3
HCM Lane LOS	A	A	A	A	A
HCM 95th-tile Q	0.2	0.7	0	0.7	0.5

Intersection	
Int Delay, s/veh	2.9

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	36	25	3	32	11	16	21	201	42	5	231	18
Future Vol, veh/h	36	25	3	32	11	16	21	201	42	5	231	18
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	27	3	35	12	17	23	218	46	5	251	20

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	429	568	132	440	582	135	271	0	0	264	0	0
Stage 1	287	287	-	272	272	-	-	-	-	-	-	-
Stage 2	142	282	-	168	310	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	510	431	893	501	423	889	1290	-	-	1297	-	-
Stage 1	696	673	-	711	683	-	-	-	-	-	-	-
Stage 2	846	677	-	817	658	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	475	421	893	457	414	889	1290	-	-	1297	-	-
Mov Cap-2 Maneuver	475	421	-	457	414	-	-	-	-	-	-	-
Stage 1	684	661	-	708	681	-	-	-	-	-	-	-
Stage 2	811	674	-	767	646	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	14.1	12.7	0.62	0.15
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	451	893	1297	-	-	1290	-	-	445	889
HCM Lane V/C Ratio	0.147	0.004	0.004	-	-	0.018	-	-	0.105	0.02
HCM Control Delay (s/veh)	14.3	9	7.8	-	-	7.8	-	-	14	9.1
HCM Lane LOS	B	A	A	-	-	A	-	-	B	A
HCM 95th %tile Q(veh)	0.5	0	0	-	-	0.1	-	-	0.3	0.1

Appendix M – Year 2038 Build Capacity Analysis

M

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	1	47	79	1	62	1	46	8	3	1	5	1
Future Vol, veh/h	1	47	79	1	62	1	46	8	3	1	5	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	1	51	86	1	67	1	50	9	3	1	5	1
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	7.4	7.6	7.9	7.4
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	81%	1%	2%	14%
Vol Thru, %	14%	37%	97%	71%
Vol Right, %	5%	62%	2%	14%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	57	127	64	7
LT Vol	46	1	1	1
Through Vol	8	47	62	5
RT Vol	3	79	1	1
Lane Flow Rate	62	138	70	8
Geometry Grp	1	1	1	1
Degree of Util (X)	0.076	0.143	0.08	0.009
Departure Headway (Hd)	4.428	3.736	4.155	4.285
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	800	950	854	823
Service Time	2.502	1.797	2.218	2.377
HCM Lane V/C Ratio	0.078	0.145	0.082	0.01
HCM Control Delay, s/veh	7.9	7.4	7.6	7.4
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.2	0.5	0.3	0

Intersection	
Int Delay, s/veh	2.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	26	3	22	0	3	0	48	132	1	0	95	15
Future Vol, veh/h	26	3	22	0	3	0	48	132	1	0	95	15
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	28	3	24	0	3	0	52	143	1	0	103	16

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	361	360	111	353	368	144	120	0	0	145	0	0
Stage 1	111	111	-	248	248	-	-	-	-	-	-	-
Stage 2	249	249	-	105	120	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	595	567	942	602	561	903	1468	-	-	1438	-	-
Stage 1	894	803	-	756	701	-	-	-	-	-	-	-
Stage 2	755	701	-	901	797	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	568	545	942	561	539	903	1468	-	-	1438	-	-
Mov Cap-2 Maneuver	568	545	-	561	539	-	-	-	-	-	-	-
Stage 1	894	803	-	726	674	-	-	-	-	-	-	-
Stage 2	722	674	-	874	797	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.73	11.71	2	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	477	-	-	684	539	1438	-	-
HCM Lane V/C Ratio	0.036	-	-	0.081	0.006	-	-	-
HCM Control Delay (s/veh)	7.5	0	-	10.7	11.7	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0	0	-	-

Intersection	
Intersection Delay, s/veh	11.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	5	93	25	0	102	62	59	149	8	38	231	0
Future Vol, veh/h	5	93	25	0	102	62	59	149	8	38	231	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	5	101	27	0	111	67	64	162	9	41	251	0
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	10	10.3	11.1	12
HCM LOS	A	B	B	B

Lane	NWLn1	EBLn1	WBLn1	SELn1
Vol Left, %	14%	4%	0%	27%
Vol Thru, %	86%	76%	62%	69%
Vol Right, %	0%	20%	38%	4%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	269	123	164	216
LT Vol	38	5	0	59
Through Vol	231	93	102	149
RT Vol	0	25	62	8
Lane Flow Rate	292	134	178	235
Geometry Grp	1	1	1	1
Degree of Util (X)	0.421	0.205	0.264	0.344
Departure Headway (Hd)	5.189	5.523	5.333	5.275
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	693	650	674	681
Service Time	3.22	3.563	3.371	3.308
HCM Lane V/C Ratio	0.421	0.206	0.264	0.345
HCM Control Delay, s/veh	12	10	10.3	11.1
HCM Lane LOS	B	A	B	B
HCM 95th-tile Q	2.1	0.8	1.1	1.5

Intersection	
Intersection Delay, s/veh	8.8
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	144	3	0	157	43	0	18	1	67	30	7
Future Vol, veh/h	3	144	3	0	157	43	0	18	1	67	30	7
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	157	3	0	171	47	0	20	1	73	33	8
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.7	8.9	8.1	8.8
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	0%	2%	0%	64%
Vol Thru, %	95%	96%	79%	29%
Vol Right, %	5%	2%	22%	7%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	19	150	200	104
LT Vol	0	3	0	67
Through Vol	18	144	157	30
RT Vol	1	3	43	7
Lane Flow Rate	21	163	217	113
Geometry Grp	1	1	1	1
Degree of Util (X)	0.028	0.203	0.261	0.154
Departure Headway (Hd)	4.903	4.493	4.322	4.895
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	729	799	833	733
Service Time	2.943	2.519	2.344	2.927
HCM Lane V/C Ratio	0.029	0.204	0.261	0.154
HCM Control Delay, s/veh	8.1	8.7	8.9	8.8
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.1	0.8	1	0.5

Intersection	
Intersection Delay, s/veh	10.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	33	1	30	0	1	0	129	137	1	1	222	86
Future Vol, veh/h	33	1	30	0	1	0	129	137	1	1	222	86
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	36	1	33	0	1	0	140	149	1	1	241	93
Number of Lanes	1	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	8.9	8.6	10.3	10.2
HCM LOS	A	A	B	B

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	48%	100%	0%	0%	0%
Vol Thru, %	51%	0%	3%	100%	72%
Vol Right, %	0%	0%	97%	0%	28%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	267	33	31	1	309
LT Vol	129	33	0	0	1
Through Vol	137	0	1	1	222
RT Vol	1	0	30	0	86
Lane Flow Rate	290	36	34	1	336
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.369	0.064	0.049	0.002	0.4
Departure Headway (Hd)	4.572	6.403	5.211	5.531	4.285
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	786	558	684	644	840
Service Time	2.599	4.156	2.963	3.594	2.309
HCM Lane V/C Ratio	0.369	0.065	0.05	0.002	0.4
HCM Control Delay, s/veh	10.3	9.6	8.2	8.6	10.2
HCM Lane LOS	B	A	A	A	B
HCM 95th-tile Q	1.7	0.2	0.2	0	1.9

Intersection	
Int Delay, s/veh	0.8

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	32	0	1	182	271	18
Future Vol, veh/h	32	0	1	182	271	18
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	0	1	198	295	20

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	504	304	314	0	-	0
Stage 1	304	-	-	-	-	-
Stage 2	200	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	527	735	1246	-	-	-
Stage 1	748	-	-	-	-	-
Stage 2	834	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	527	735	1246	-	-	-
Mov Cap-2 Maneuver	527	-	-	-	-	-
Stage 1	748	-	-	-	-	-
Stage 2	834	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.32	0.04	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1246	-	527
HCM Lane V/C Ratio	-	-	0.001	-	0.066
HCM Control Delay (s/veh)	-	-	7.9	-	12.3
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Intersection Delay, s/veh	11.6
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	11	139	79	0	78	49	46	161	7	57	226	1
Future Vol, veh/h	11	139	79	0	78	49	46	161	7	57	226	1
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	12	151	86	0	85	53	50	175	8	62	246	1
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	2	2
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	2	2	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	2	2	1	1
HCM Control Delay, s/veh	11.9	10.3	11.3	12.3
HCM LOS	B	B	B	B

Lane	NWLn1	NWLn2	EBLn1	WBLn1	SELn1	SELn2
Vol Left, %	100%	0%	5%	0%	100%	0%
Vol Thru, %	0%	100%	61%	61%	0%	96%
Vol Right, %	0%	0%	34%	39%	0%	4%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	57	227	229	127	46	168
LT Vol	57	0	11	0	46	0
Through Vol	0	226	139	78	0	161
RT Vol	0	1	79	49	0	7
Lane Flow Rate	62	247	249	138	50	183
Geometry Grp	5	5	2	2	5	5
Degree of Util (X)	0.112	0.411	0.38	0.218	0.092	0.309
Departure Headway (Hd)	6.512	6.001	5.5	5.684	6.625	6.087
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	550	600	652	629	540	590
Service Time	4.259	3.748	3.553	3.744	4.375	3.837
HCM Lane V/C Ratio	0.113	0.412	0.382	0.219	0.093	0.31
HCM Control Delay, s/veh	10.1	12.9	11.9	10.3	10.1	11.6
HCM Lane LOS	B	B	B	B	B	B
HCM 95th-tile Q	0.4	2	1.8	0.8	0.3	1.3

Intersection	
Intersection Delay, s/veh	11.4
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	61	125	0	20	86	91	1	112	16	95	112	42
Future Vol, veh/h	61	125	0	20	86	91	1	112	16	95	112	42
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	66	136	0	22	93	99	1	122	17	103	122	46
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	12.1	10.8	10.1	12
HCM LOS	B	B	B	B

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	1%	33%	0%	10%	38%
Vol Thru, %	87%	67%	100%	44%	45%
Vol Right, %	12%	0%	0%	46%	17%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	129	186	0	197	249
LT Vol	1	61	0	20	95
Through Vol	112	125	0	86	112
RT Vol	16	0	0	91	42
Lane Flow Rate	140	202	0	214	271
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.215	0.345	0	0.315	0.402
Departure Headway (Hd)	5.524	6.135	5.968	5.293	5.35
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	648	586	0	679	671
Service Time	3.571	3.874	3.708	3.334	3.391
HCM Lane V/C Ratio	0.216	0.345	0	0.315	0.404
HCM Control Delay, s/veh	10.1	12.1	8.7	10.8	12
HCM Lane LOS	B	B	N	B	B
HCM 95th-tile Q	0.8	1.5	0	1.3	1.9

Intersection	
Int Delay, s/veh	5.3

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	40	37	11	92	39	21	22	215	24	8	222	76
Future Vol, veh/h	40	37	11	92	39	21	22	215	24	8	222	76
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	None	-	-	None
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	43	40	12	100	42	23	24	234	26	9	241	83

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	454	636	130	485	608	162	324	0	0	260	0	0
Stage 1	295	295	-	300	300	-	-	-	-	-	-	-
Stage 2	159	341	-	185	308	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	490	394	896	465	409	854	1233	-	-	1302	-	-
Stage 1	689	668	-	684	664	-	-	-	-	-	-	-
Stage 2	827	637	-	799	659	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	416	384	896	401	398	854	1233	-	-	1302	-	-
Mov Cap-2 Maneuver	416	384	-	401	398	-	-	-	-	-	-	-
Stage 1	676	655	-	680	660	-	-	-	-	-	-	-
Stage 2	748	633	-	726	646	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	15.46	17.55	0.67	0.2
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	NWR	SEL	SET	SER	SBLn1	SBLn2
Capacity (veh/h)	400	896	1302	-	-	1233	-	-	400	854
HCM Lane V/C Ratio	0.209	0.013	0.007	-	-	0.019	-	-	0.356	0.027
HCM Control Delay (s/veh)	16.4	9.1	7.8	-	-	8	-	-	18.9	9.3
HCM Lane LOS	C	A	A	-	-	A	-	-	C	A
HCM 95th %tile Q(veh)	0.8	0	0	-	-	0.1	-	-	1.6	0.1

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	30	14	168	116	1
Future Vol, veh/h	12	30	14	168	116	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	33	15	183	126	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	339	126	127	0	-	0
Stage 1	126	-	-	-	-	-
Stage 2	213	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	657	924	1459	-	-	-
Stage 1	900	-	-	-	-	-
Stage 2	822	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	650	924	1459	-	-	-
Mov Cap-2 Maneuver	650	-	-	-	-	-
Stage 1	890	-	-	-	-	-
Stage 2	822	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.62	0.58	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1459	-	825	-	-
HCM Lane V/C Ratio	0.01	-	0.055	-	-
HCM Control Delay (s/veh)	7.5	-	9.6	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.2	-	-

Intersection	
Int Delay, s/veh	2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	18	47	16	164	141	5
Future Vol, veh/h	18	47	16	164	141	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	20	51	17	178	153	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	366	153	159	0	-	0
Stage 1	153	-	-	-	-	-
Stage 2	213	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	633	893	1421	-	-	-
Stage 1	875	-	-	-	-	-
Stage 2	822	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	626	893	1421	-	-	-
Mov Cap-2 Maneuver	626	-	-	-	-	-
Stage 1	864	-	-	-	-	-
Stage 2	822	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.95	0.67	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1421	-	798	-	-
HCM Lane V/C Ratio	0.012	-	0.088	-	-
HCM Control Delay (s/veh)	7.6	-	9.9	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	180	187	1
Future Vol, veh/h	0	5	0	180	187	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	196	203	1

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	203	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	837	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	837	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.33	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	837	-	-
HCM Lane V/C Ratio	-	0.006	-	-
HCM Control Delay (s/veh)	-	9.3	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	25	69	25	155	184	8
Future Vol, veh/h	25	69	25	155	184	8
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	27	75	27	168	200	9

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	423	200	209	0	-	0
Stage 1	200	-	-	-	-	-
Stage 2	223	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	588	841	1362	-	-	-
Stage 1	834	-	-	-	-	-
Stage 2	814	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	576	841	1362	-	-	-
Mov Cap-2 Maneuver	576	-	-	-	-	-
Stage 1	817	-	-	-	-	-
Stage 2	814	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.56	1.07	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1362	-	749	-	-
HCM Lane V/C Ratio	0.02	-	0.136	-	-
HCM Control Delay (s/veh)	7.7	-	10.6	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.5	-	-

Intersection	
Int Delay, s/veh	0.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	8	0	180	253	0
Future Vol, veh/h	0	8	0	180	253	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	9	0	196	275	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	275	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	764	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	764	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.77	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	764	-	-
HCM Lane V/C Ratio	-	0.011	-	-
HCM Control Delay (s/veh)	-	9.8	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	0.4

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	1	19	0	179	259	2
Future Vol, veh/h	1	19	0	179	259	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	1	21	0	195	282	2

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	476	282	284	0	-	0
Stage 1	282	-	-	-	-	-
Stage 2	195	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	548	757	1279	-	-	-
Stage 1	766	-	-	-	-	-
Stage 2	838	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	548	757	1279	-	-	-
Mov Cap-2 Maneuver	548	-	-	-	-	-
Stage 1	766	-	-	-	-	-
Stage 2	838	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.99	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1279	-	743	-	-
HCM Lane V/C Ratio	-	-	0.029	-	-
HCM Control Delay (s/veh)	0	-	10	-	-
HCM Lane LOS	A	-	A	-	-
HCM 95th %tile Q(veh)	0	-	0.1	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	9	44	0	170	264	14
Future Vol, veh/h	9	44	0	170	264	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	48	0	185	287	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	472	287	302	0	-	0
Stage 1	287	-	-	-	-	-
Stage 2	185	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	551	752	1259	-	-	-
Stage 1	762	-	-	-	-	-
Stage 2	847	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	551	752	1259	-	-	-
Mov Cap-2 Maneuver	551	-	-	-	-	-
Stage 1	762	-	-	-	-	-
Stage 2	847	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.53	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1259	-	708	-	-
HCM Lane V/C Ratio	-	-	0.081	-	-
HCM Control Delay (s/veh)	0	-	10.5	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	52	178	38	0	35
Future Vol, veh/h	0	52	178	38	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	57	193	41	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	214
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	826
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	826
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	9.57
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	826
HCM Lane V/C Ratio	-	-	-	0.046
HCM Control Delay (s/veh)	-	-	-	9.6
HCM Lane LOS	-	-	-	A
HCM 95th %tile Q(veh)	-	-	-	0.1

Intersection	
Int Delay, s/veh	3.3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	149	63	162	50	0	35
Future Vol, veh/h	149	63	162	50	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	90	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	162	68	176	54	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	230	0	-	0	596	203
Stage 1	-	-	-	-	203	-
Stage 2	-	-	-	-	392	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1337	-	-	-	467	837
Stage 1	-	-	-	-	831	-
Stage 2	-	-	-	-	682	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1337	-	-	-	410	837
Mov Cap-2 Maneuver	-	-	-	-	410	-
Stage 1	-	-	-	-	730	-
Stage 2	-	-	-	-	682	-

Approach	EB	WB	SB
HCM Control Delay, s/v	5.67	0	9.5
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1337	-	-	-	837
HCM Lane V/C Ratio	0.121	-	-	-	0.045
HCM Control Delay (s/veh)	8.1	-	-	-	9.5
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0.4	-	-	-	0.1

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	212	160	38	0	35
Future Vol, veh/h	0	212	160	38	0	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	230	174	41	0	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	195
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	847
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	847
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	9.45
HCM LOS			A

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	847
HCM Lane V/C Ratio	-	-	-	0.045
HCM Control Delay (s/veh)	-	-	-	9.5
HCM Lane LOS	-	-	-	A
HCM 95th %tile Q(veh)	-	-	-	0.1

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	212	195	0	0	0
Future Vol, veh/h	0	212	195	0	0	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	230	212	0	0	0

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	212	0	-	0	442	212
Stage 1	-	-	-	-	212	-
Stage 2	-	-	-	-	230	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1358	-	-	-	573	828
Stage 1	-	-	-	-	823	-
Stage 2	-	-	-	-	808	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1358	-	-	-	573	828
Mov Cap-2 Maneuver	-	-	-	-	573	-
Stage 1	-	-	-	-	823	-
Stage 2	-	-	-	-	808	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	0
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1358	-	-	-	-
HCM Lane V/C Ratio	-	-	-	-	-
HCM Control Delay (s/veh)	0	-	-	-	0
HCM Lane LOS	A	-	-	-	A
HCM 95th %tile Q(veh)	0	-	-	-	-

Intersection	
Intersection Delay, s/veh	8.5
Intersection LOS	A

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	55	130	1	60	5	141	7	3	5	9	13
Future Vol, veh/h	3	55	130	1	60	5	141	7	3	5	9	13
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	3	60	141	1	65	5	153	8	3	5	10	14
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	8.3	8.1	9.1	7.7
HCM LOS	A	A	A	A

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	93%	2%	2%	19%
Vol Thru, %	5%	29%	91%	33%
Vol Right, %	2%	69%	8%	48%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	151	188	66	27
LT Vol	141	3	1	5
Through Vol	7	55	60	9
RT Vol	3	130	5	13
Lane Flow Rate	164	204	72	29
Geometry Grp	1	1	1	1
Degree of Util (X)	0.216	0.232	0.091	0.037
Departure Headway (Hd)	4.739	4.079	4.577	4.482
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	758	881	783	798
Service Time	2.765	2.097	2.602	2.514
HCM Lane V/C Ratio	0.216	0.232	0.092	0.036
HCM Control Delay, s/veh	9.1	8.3	8.1	7.7
HCM Lane LOS	A	A	A	A
HCM 95th-tile Q	0.8	0.9	0.3	0.1

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	20	0	39	0	1	0	36	118	0	0	138	33
Future Vol, veh/h	20	0	39	0	1	0	36	118	0	0	138	33
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	22	0	42	0	1	0	39	128	0	0	150	36

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	375	374	168	357	392	128	186	0	0	128	0	0
Stage 1	168	168	-	207	207	-	-	-	-	-	-	-
Stage 2	207	207	-	150	186	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	582	556	876	599	544	922	1389	-	-	1458	-	-
Stage 1	834	759	-	795	731	-	-	-	-	-	-	-
Stage 2	795	731	-	853	746	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	563	539	876	552	527	922	1389	-	-	1458	-	-
Mov Cap-2 Maneuver	563	539	-	552	527	-	-	-	-	-	-	-
Stage 1	834	759	-	771	709	-	-	-	-	-	-	-
Stage 2	770	709	-	811	746	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	10.35	11.84	1.79	0
HCM LOS	B	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	421	-	-	737	527	1458	-	-
HCM Lane V/C Ratio	0.028	-	-	0.087	0.002	-	-	-
HCM Control Delay (s/veh)	7.7	0	-	10.3	11.8	0	-	-
HCM Lane LOS	A	A	-	B	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.3	0	0	-	-

Intersection	
Intersection Delay, s/veh	22.5
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	9	194	32	0	172	126	138	228	9	37	220	0
Future Vol, veh/h	9	194	32	0	172	126	138	228	9	37	220	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	10	211	35	0	187	137	150	248	10	40	239	0
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	17.7	20.4	29.7	18.9
HCM LOS	C	C	D	C

Lane	NWLn1	EBLn1	WBLn1	SELn1
Vol Left, %	14%	4%	0%	37%
Vol Thru, %	86%	83%	58%	61%
Vol Right, %	0%	14%	42%	2%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	257	235	298	375
LT Vol	37	9	0	138
Through Vol	220	194	172	228
RT Vol	0	32	126	9
Lane Flow Rate	279	255	324	408
Geometry Grp	1	1	1	1
Degree of Util (X)	0.555	0.513	0.617	0.774
Departure Headway (Hd)	7.152	7.223	6.853	6.836
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	503	498	525	530
Service Time	5.222	5.292	4.918	4.896
HCM Lane V/C Ratio	0.555	0.512	0.617	0.77
HCM Control Delay, s/veh	18.9	17.7	20.4	29.7
HCM Lane LOS	C	C	C	D
HCM 95th-tile Q	3.3	2.9	4.1	7

Intersection	
Intersection Delay, s/veh	14.3
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	13	320	0	0	296	141	0	16	0	126	21	3
Future Vol, veh/h	13	320	0	0	296	141	0	16	0	126	21	3
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	348	0	0	322	153	0	17	0	137	23	3
Number of Lanes	0	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	1	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	1	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	1
HCM Control Delay, s/veh	13.5	16	9.6	11.5
HCM LOS	B	C	A	B

Lane	NBLn1	EBLn1	WBLn1	SBLn1
Vol Left, %	0%	4%	0%	84%
Vol Thru, %	100%	96%	68%	14%
Vol Right, %	0%	0%	32%	2%
Sign Control	Stop	Stop	Stop	Stop
Traffic Vol by Lane	16	333	437	150
LT Vol	0	13	0	126
Through Vol	16	320	296	21
RT Vol	0	0	141	3
Lane Flow Rate	17	362	475	163
Geometry Grp	1	1	1	1
Degree of Util (X)	0.031	0.516	0.639	0.278
Departure Headway (Hd)	6.369	5.132	4.842	6.136
Convergence, Y/N	Yes	Yes	Yes	Yes
Cap	560	702	750	585
Service Time	4.43	3.166	2.842	4.181
HCM Lane V/C Ratio	0.03	0.516	0.633	0.279
HCM Control Delay, s/veh	9.6	13.5	16	11.5
HCM Lane LOS	A	B	C	B
HCM 95th-tile Q	0.1	3	4.7	1.1

Intersection	
Intersection Delay, s/veh	16.8
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	97	3	52	1	1	0	271	165	0	0	362	53
Future Vol, veh/h	97	3	52	1	1	0	271	165	0	0	362	53
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	105	3	57	1	1	0	295	179	0	0	393	58
Number of Lanes	1	1	0	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	11.2	10	19	16.6
HCM LOS	B	A	C	C

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	62%	100%	0%	50%	0%
Vol Thru, %	38%	0%	5%	50%	87%
Vol Right, %	0%	0%	95%	0%	13%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	436	97	55	2	415
LT Vol	271	97	0	1	0
Through Vol	165	0	3	1	362
RT Vol	0	0	52	0	53
Lane Flow Rate	474	105	60	2	451
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.688	0.214	0.102	0.004	0.636
Departure Headway (Hd)	5.225	7.315	6.128	6.924	5.072
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	692	491	584	515	713
Service Time	3.254	5.058	3.87	4.988	3.101
HCM Lane V/C Ratio	0.685	0.214	0.103	0.004	0.633
HCM Control Delay, s/veh	19	12.1	9.6	10	16.6
HCM Lane LOS	C	B	A	A	C
HCM 95th-tile Q	5.5	0.8	0.3	0	4.6

Intersection	
Int Delay, s/veh	0.5

Movement	SBL	SBR	SEL	SET	NWT	NWR
Lane Configurations						
Traffic Vol, veh/h	21	1	0	268	255	16
Future Vol, veh/h	21	1	0	268	255	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	150	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	23	1	0	291	277	17

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	577	286	295	0	-	0
Stage 1	286	-	-	-	-	-
Stage 2	291	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	478	753	1267	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	758	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	478	753	1267	-	-	-
Mov Cap-2 Maneuver	478	-	-	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	758	-	-	-	-	-

Approach	SB	SE	NW
HCM Control Delay, s/v	12.78	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NWT	NWR	SEL	SET	SBLn1
Capacity (veh/h)	-	-	1267	-	486
HCM Lane V/C Ratio	-	-	-	-	0.049
HCM Control Delay (s/veh)	-	-	0	-	12.8
HCM Lane LOS	-	-	A	-	B
HCM 95th %tile Q(veh)	-	-	0	-	0.2

Intersection	
Intersection Delay, s/veh	12.1
Intersection LOS	B

Movement	EBL	EBT	EBR	WBL	WBT	WBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	8	97	62	1	130	50	73	216	4	75	213	0
Future Vol, veh/h	8	97	62	1	130	50	73	216	4	75	213	0
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	9	105	67	1	141	54	79	235	4	82	232	0
Number of Lanes	0	1	0	0	1	0	1	1	0	1	1	0

Approach	EB	WB	SE	NW
Opposing Approach	WB	EB	NW	SE
Opposing Lanes	1	1	2	2
Conflicting Approach Left	SE	NW	WB	EB
Conflicting Lanes Left	2	2	1	1
Conflicting Approach Right	NW	SE	EB	WB
Conflicting Lanes Right	2	2	1	1
HCM Control Delay, s/veh	11.4	11.7	12.5	12.4
HCM LOS	B	B	B	B

Lane	NWLn1	NWLn2	EBLn1	WBLn1	SELn1	SELn2
Vol Left, %	100%	0%	5%	1%	100%	0%
Vol Thru, %	0%	100%	58%	72%	0%	98%
Vol Right, %	0%	0%	37%	28%	0%	2%
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	75	213	167	181	73	220
LT Vol	75	0	8	1	73	0
Through Vol	0	213	97	130	0	216
RT Vol	0	0	62	50	0	4
Lane Flow Rate	82	232	182	197	79	239
Geometry Grp	5	5	2	2	5	5
Degree of Util (X)	0.151	0.397	0.296	0.321	0.147	0.408
Departure Headway (Hd)	6.675	6.166	5.862	5.874	6.668	6.146
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes	Yes
Cap	536	581	610	608	536	583
Service Time	4.439	3.93	3.936	3.947	4.432	3.91
HCM Lane V/C Ratio	0.153	0.399	0.298	0.324	0.147	0.41
HCM Control Delay, s/veh	10.6	13	11.4	11.7	10.6	13.1
HCM Lane LOS	B	B	B	B	B	B
HCM 95th-tile Q	0.5	1.9	1.2	1.4	0.5	2

Intersection	
Intersection Delay, s/veh	21.1
Intersection LOS	C

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	65	103	1	26	88	156	0	213	12	156	185	91
Future Vol, veh/h	65	103	1	26	88	156	0	213	12	156	185	91
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	71	112	1	28	96	170	0	232	13	170	201	99
Number of Lanes	0	1	1	0	1	0	0	1	0	0	1	0

Approach	EB	WB	NB	SB
Opposing Approach	WB	EB	SB	NB
Opposing Lanes	1	2	1	1
Conflicting Approach Left	SB	NB	EB	WB
Conflicting Lanes Left	1	1	2	1
Conflicting Approach Right	NB	SB	WB	EB
Conflicting Lanes Right	1	1	1	2
HCM Control Delay, s/veh	15.3	16.8	15.1	29.2
HCM LOS	C	C	C	D

Lane	NBLn1	EBLn1	EBLn2	WBLn1	SBLn1
Vol Left, %	0%	39%	0%	10%	36%
Vol Thru, %	95%	61%	0%	33%	43%
Vol Right, %	5%	0%	100%	58%	21%
Sign Control	Stop	Stop	Stop	Stop	Stop
Traffic Vol by Lane	225	168	1	270	432
LT Vol	0	65	0	26	156
Through Vol	213	103	0	88	185
RT Vol	12	0	1	156	91
Lane Flow Rate	245	183	1	293	470
Geometry Grp	2	5	5	4a	2
Degree of Util (X)	0.45	0.389	0.002	0.531	0.798
Departure Headway (Hd)	6.626	7.666	6.748	6.51	6.116
Convergence, Y/N	Yes	Yes	Yes	Yes	Yes
Cap	540	467	527	552	592
Service Time	4.707	5.45	4.531	4.586	4.18
HCM Lane V/C Ratio	0.454	0.392	0.002	0.531	0.794
HCM Control Delay, s/veh	15.1	15.3	9.5	16.8	29.2
HCM Lane LOS	C	C	A	C	D
HCM 95th-tile Q	2.3	1.8	0	3.1	7.8

Intersection	
Int Delay, s/veh	8.6

Movement	NBL	NBT	NBR	SBL	SBT	SBR	SEL	SET	SER	NWL	NWT	NWR
Lane Configurations												
Traffic Vol, veh/h	36	69	3	149	51	16	21	201	42	5	231	149
Future Vol, veh/h	36	69	3	149	51	16	21	201	42	5	231	149
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	Stop	-	-	Stop	-	-	Free	-	-	Free
Storage Length	-	-	0	-	-	0	355	-	-	55	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	92	92	92	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	39	75	3	162	55	17	23	218	46	5	251	162

Major/Minor	Minor1			Minor2			Major1			Major2		
Conflicting Flow All	428	526	109	454	526	126	251	0	-	218	0	0
Stage 1	264	264	-	262	262	-	-	-	-	-	-	-
Stage 2	164	262	-	192	264	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	510	455	923	489	455	901	1311	-	0	1348	-	0
Stage 1	718	689	-	720	690	-	-	-	0	-	-	0
Stage 2	822	690	-	791	689	-	-	-	0	-	-	0
Platoon blocked, %								-			-	
Mov Cap-1 Maneuver	430	446	923	398	446	901	1311	-	-	1348	-	-
Mov Cap-2 Maneuver	430	446	-	398	446	-	-	-	-	-	-	-
Stage 1	706	677	-	717	687	-	-	-	-	-	-	-
Stage 2	738	687	-	689	677	-	-	-	-	-	-	-

Approach	NB	SB	SE	NW
HCM Control Delay, s/v	15.82	22.28	0.74	0.16
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBLn1	NBLn2	NWL	NWT	SEL	SET	SBLn1	SBLn2
Capacity (veh/h)	440	923	1348	-	1311	-	409	901
HCM Lane V/C Ratio	0.259	0.004	0.004	-	0.017	-	0.531	0.019
HCM Control Delay (s/veh)	16	8.9	7.7	-	7.8	-	23.3	9.1
HCM Lane LOS	C	A	A	-	A	-	C	A
HCM 95th %tile Q(veh)	1	0	0	-	0.1	-	3	0.1

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	8	19	41	147	174	3
Future Vol, veh/h	8	19	41	147	174	3
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	9	21	45	160	189	3

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	438	189	192	0	-	0
Stage 1	189	-	-	-	-	-
Stage 2	249	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	576	853	1381	-	-	-
Stage 1	843	-	-	-	-	-
Stage 2	793	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	557	853	1381	-	-	-
Mov Cap-2 Maneuver	557	-	-	-	-	-
Stage 1	816	-	-	-	-	-
Stage 2	793	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.09	1.68	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1381	-	737	-	-
HCM Lane V/C Ratio	0.032	-	0.04	-	-
HCM Control Delay (s/veh)	7.7	-	10.1	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	11	31	49	177	179	14
Future Vol, veh/h	11	31	49	177	179	14
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	12	34	53	192	195	15

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	493	195	210	0	-	0
Stage 1	195	-	-	-	-	-
Stage 2	299	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	535	847	1361	-	-	-
Stage 1	838	-	-	-	-	-
Stage 2	752	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	514	847	1361	-	-	-
Mov Cap-2 Maneuver	514	-	-	-	-	-
Stage 1	806	-	-	-	-	-
Stage 2	752	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.31	1.68	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1361	-	724	-	-
HCM Lane V/C Ratio	0.039	-	0.063	-	-
HCM Control Delay (s/veh)	7.8	-	10.3	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.2	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	3	0	226	208	2
Future Vol, veh/h	0	3	0	226	208	2
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	3	0	246	226	2

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	226	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	813	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	813	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.44	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	813	-	-
HCM Lane V/C Ratio	-	0.004	-	-
HCM Control Delay (s/veh)	-	9.4	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	2.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	16	44	85	210	183	28
Future Vol, veh/h	16	44	85	210	183	28
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	17	48	92	228	199	30

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	612	199	229	0	-	0
Stage 1	199	-	-	-	-	-
Stage 2	413	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	457	842	1339	-	-	-
Stage 1	835	-	-	-	-	-
Stage 2	668	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	425	842	1339	-	-	-
Mov Cap-2 Maneuver	425	-	-	-	-	-
Stage 1	777	-	-	-	-	-
Stage 2	668	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.98	2.27	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1339	-	667	-	-
HCM Lane V/C Ratio	0.069	-	0.098	-	-
HCM Control Delay (s/veh)	7.9	-	11	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0.2	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	0	5	0	295	227	0
Future Vol, veh/h	0	5	0	295	227	0
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	-	0	-	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	5	0	321	247	0

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	-	247	-	0	-	0
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	6.22	-	-	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	3.318	-	-	-	-
Pot Cap-1 Maneuver	0	792	0	-	-	-
Stage 1	0	-	0	-	-	-
Stage 2	0	-	0	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	-	792	-	-	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	9.58	0	0
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	-	792	-	-
HCM Lane V/C Ratio	-	0.007	-	-
HCM Control Delay (s/veh)	-	9.6	-	-
HCM Lane LOS	-	A	-	-
HCM 95th %tile Q(veh)	-	0	-	-

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	3	63	0	292	227	5
Future Vol, veh/h	3	63	0	292	227	5
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	68	0	317	247	5

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	564	247	252	0	-	0
Stage 1	247	-	-	-	-	-
Stage 2	317	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	487	792	1313	-	-	-
Stage 1	794	-	-	-	-	-
Stage 2	738	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	487	792	1313	-	-	-
Mov Cap-2 Maneuver	487	-	-	-	-	-
Stage 1	794	-	-	-	-	-
Stage 2	738	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	10.15	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1313	-	770	-	-
HCM Lane V/C Ratio	-	-	0.093	-	-
HCM Control Delay (s/veh)	0	-	10.2	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	30	151	0	262	263	27
Future Vol, veh/h	30	151	0	262	263	27
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	160	-	-	160
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	33	164	0	285	286	29

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	571	286	315	0	-	0
Stage 1	286	-	-	-	-	-
Stage 2	285	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	483	753	1245	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	764	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	483	753	1245	-	-	-
Mov Cap-2 Maneuver	483	-	-	-	-	-
Stage 1	763	-	-	-	-	-
Stage 2	764	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s/v	12.3	0	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1245	-	689	-	-
HCM Lane V/C Ratio	-	-	0.286	-	-
HCM Control Delay (s/veh)	0	-	12.3	-	-
HCM Lane LOS	A	-	B	-	-
HCM 95th %tile Q(veh)	0	-	1.2	-	-

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	150	248	77	0	121
Future Vol, veh/h	0	150	248	77	0	121
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	163	270	84	0	132

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	311
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	729
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	729
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11.02
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	729
HCM Lane V/C Ratio	-	-	-	0.18
HCM Control Delay (s/veh)	-	-	-	11
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.7

Intersection	
Int Delay, s/veh	4.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	296	150	267	102	0	123
Future Vol, veh/h	296	150	267	102	0	123
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	90	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	322	163	290	111	0	134

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	401	0	-	0	1152	346
Stage 1	-	-	-	-	346	-
Stage 2	-	-	-	-	807	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1158	-	-	-	218	697
Stage 1	-	-	-	-	717	-
Stage 2	-	-	-	-	439	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1158	-	-	-	158	697
Mov Cap-2 Maneuver	-	-	-	-	158	-
Stage 1	-	-	-	-	517	-
Stage 2	-	-	-	-	439	-

Approach	EB	WB	SB
HCM Control Delay, s/v	6.17	0	11.38
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1158	-	-	-	697
HCM Lane V/C Ratio	0.278	-	-	-	0.192
HCM Control Delay (s/veh)	9.3	-	-	-	11.4
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	1.1	-	-	-	0.7

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	446	313	77	0	122
Future Vol, veh/h	0	446	313	77	0	122
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	-	0
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	485	340	84	0	133

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	-	0	-	0	-	382
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-
Critical Hdwy	-	-	-	-	-	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-
Follow-up Hdwy	-	-	-	-	-	3.318
Pot Cap-1 Maneuver	0	-	-	-	0	665
Stage 1	0	-	-	-	0	-
Stage 2	0	-	-	-	0	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	-	-	-	-	-	665
Mov Cap-2 Maneuver	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11.75
HCM LOS			B

Minor Lane/Major Mvmt	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	-	-	-	665
HCM Lane V/C Ratio	-	-	-	0.199
HCM Control Delay (s/veh)	-	-	-	11.8
HCM Lane LOS	-	-	-	B
HCM 95th %tile Q(veh)	-	-	-	0.7

Intersection	
Int Delay, s/veh	0

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	0	446	435	0	0	1
Future Vol, veh/h	0	446	435	0	0	1
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	0	485	473	0	0	1

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	473	0	-	0	958	473
Stage 1	-	-	-	-	473	-
Stage 2	-	-	-	-	485	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1089	-	-	-	286	591
Stage 1	-	-	-	-	627	-
Stage 2	-	-	-	-	619	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1089	-	-	-	286	591
Mov Cap-2 Maneuver	-	-	-	-	286	-
Stage 1	-	-	-	-	627	-
Stage 2	-	-	-	-	619	-

Approach	EB	WB	SB
HCM Control Delay, s/v	0	0	11.1
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1089	-	-	-	591
HCM Lane V/C Ratio	-	-	-	-	0.002
HCM Control Delay (s/veh)	0	-	-	-	11.1
HCM Lane LOS	A	-	-	-	B
HCM 95th %tile Q(veh)	0	-	-	-	0

CITIZEN PARTICIPATION REPORT

Project: **Houser Crossing General Plan Amendment and Rezone Application**
Bowman Job No.: 051879-01-001

Date: **November 21, 2025**

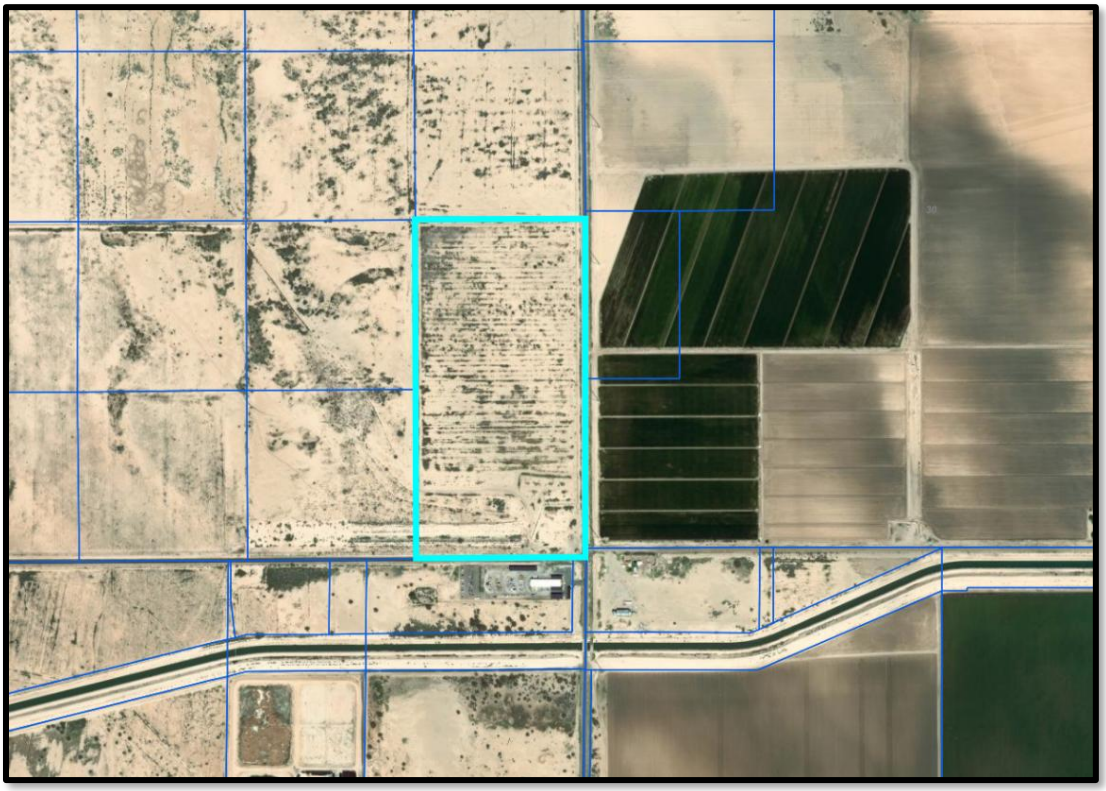
---

1) General Summary

Eloy Community Development Partners, LLC, was the recipient of a request for proposal (RFP) by the City of Eloy for the development of residential dwelling units and commercial retail elements. Working in conjunction with Eloy Community Development Partners LLC, this development intends to provide necessary work force housing to accommodate the expected increase in area population within the next 10 to 20 years. The location of the site can be seen below in the context map.

Houser Crossing includes traditional garden style apartments, build-for-rent units, and a single-family home community. Along with residential development, the site also includes a neighborhood shopping center and a self-storage facility.

As part of the Minor General Plan Amendment and Rezone process, the applicant, Eloy Community Development Partners LLC, is required to hold a neighborhood meeting to encourage public participation. This meeting is an opportunity for the applicant to present their project, solicit feedback and address issues and concerns from neighboring stakeholders. Bowman Consulting, on behalf of Eloy Community Development Partners, LLC, submits this Citizen Participation Plan.



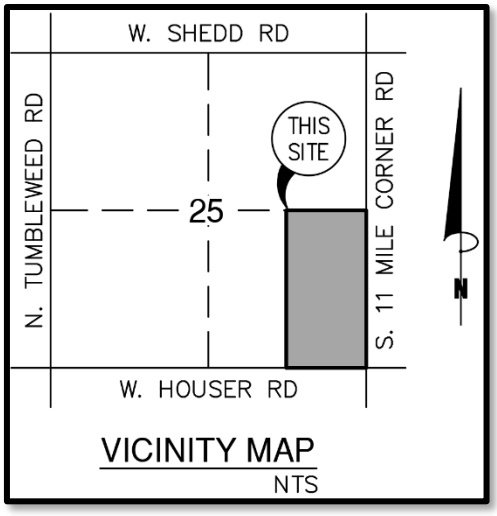
Context Map

This Citizen Participation Plan (CPP) conforms to the requirements set forth in the Eloy Code of Ordinance Chapter 21, Article IV, 21-6-2.3. This process provides an opportunity for public information and engagement with citizens.

2) Project Description

The proposed development is located at the northwest corner of Houser Road and 11 Mile Corner within the city limits of Eloy. This proposed amendment and rezone will allow the development and construction of residential dwelling units including traditional garden style apartments, build-for-rent units, and a single-family home community. Also included in the development is a commercial center and a self-storage facility.

The Minor General Plan Amendment application requests amending the Land Use Designation from Light Industrial (LI) to High Density Residential (HDR) and Community Commercial (CC) on the subject parcel. By permitting this amendment, it allows the City of Eloy to provide flexible and diversified housing to support a more sustainable and economical future for the region. The rezone application requests amending the zoning designation from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial (C-2) zoning with a PAD overlay. The PAD designation will allow the forthcoming developments to be best suited for market conditions and to best serve future residents of the area. The currently vacant site is further identified by the Pinal County Assessor Parcel Number (APN) 404-27-0150, located in Santa Cruz Ranches Parcel 15 Cabinet B Slide 138 Sec 25-7S-7E and reflected below in the vicinity map.



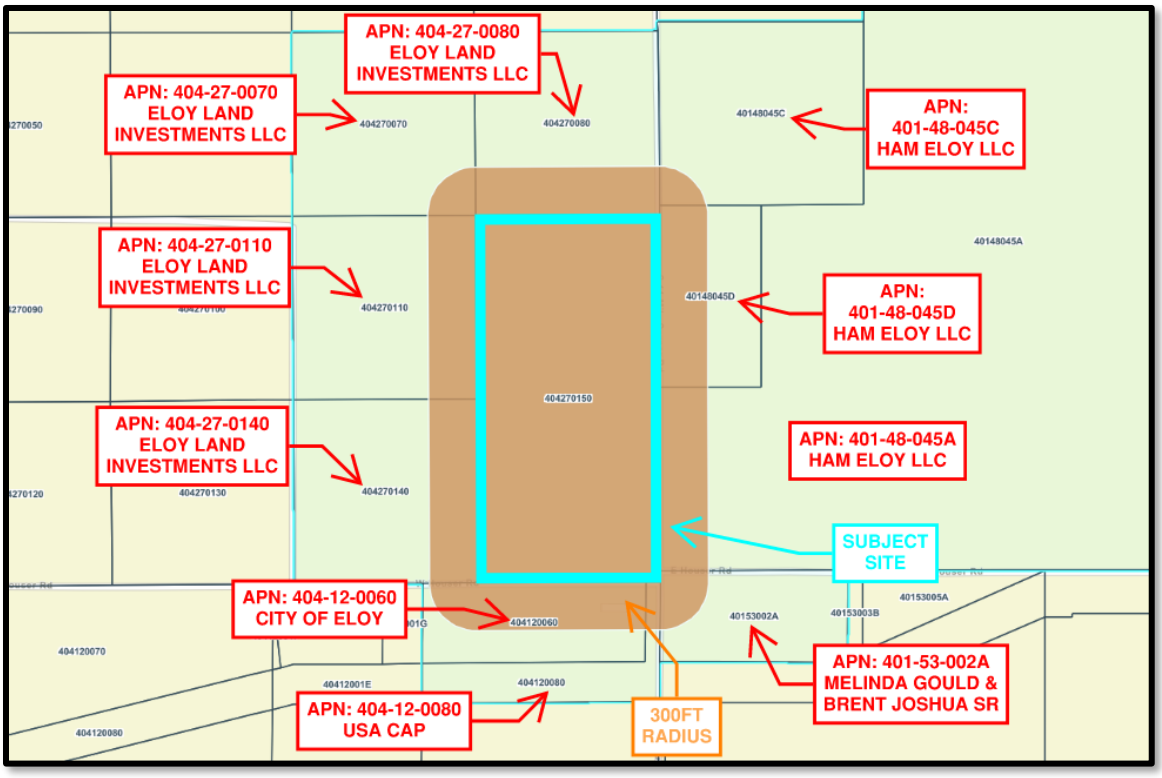
Vicinity Map

3) Stakeholders Affected by the Proposal

This site is surrounded by vacant and agricultural land along with the Eloy Public Works Department. The Pinal County Assessor map includes the following property owners within 300 feet of the development:

- USA CAP
- Eloy Land Investments LLC
- Ham Eloy LLC
- City of Eloy
- Melinda Gould & Brent Joshua Sr.

Property owners within 300 feet of the project site are attached to this plan as taken from the Pinal County Assessor's Office parcel viewer map.



Property Owners within 300 feet of the Project Site

4. Notification Process

Those interested in and potentially affected by these applications will be notified in accordance with the City of Eloy requirements of the Development Code Table 6.2-1: Summary of Notice Requirements within Section 21-6-2.5 in the Zoning Code:

a. Neighborhood Meeting

i. One (1) neighborhood meeting will be held informing project type and presenting the proposed layout to solicit public input at least 15 calendar days prior to the first public hearing.

ii. Notification to property owners within 300-feet of the subject property will be by first class mail a minimum of 10 calendar days prior to the first public hearing with information on attending. Neighborhood meetings shall be held at a publicly accessible location near the subject property. The meeting shall be held on a weekday evening at any reasonable time and scheduled by the applicant.

iii. The applicant shall provide mailing labels to the City containing names of property owners of subject property and owners within 300' of outer boundary of subject property.

iv. The applicant shall submit, to the Community Development Department, seven (7) calendar days before the first public hearing on the matter, a written summary of the neighborhood meeting. The following information shall be included in the meeting summary, at a minimum: date, time, and location of the meeting; a copy of the mailing list and meeting sign-in sheet, a summary of how the applicant has addressed or proposes to address the issues, concerns, and objections identified during the meeting.

A neighborhood meeting was held on November 13th, 2025, at 6pm in the Eloy City Hall Community Room. No neighborhood residents were present at the meeting, only a representative from Bowman was present to conduct the meeting.

b. Public Hearing

i. Mailed Notice

A notice of public hearing shall be sent by the City, via U.S. first class mail, at least fifteen (15) calendar days prior to the public hearing. The applicant shall be responsible for providing the City with mailing labels containing the names and addresses of:

a. The applicant or representative and owners of the subject property;
b. All real property owners, as shown on the latest Pinal County assessment records, within three hundred feet (300') of the outer boundary of the subject property. This notification area may be expanded if other policies adopted by the City Council require notification within a larger area or the Zoning Administrator determines the potential impact of the project extends beyond the required notification boundary;
c. Residents, registered neighborhoods, and homeowner associations that may be impacted as a result of the application, and other neighborhood entities identified by the City;
d. Interested parties which have requested that they be placed on a contact list for this application;
e. Interested parties that have been identified by the City;
f. If the proposed project involves land that abuts other municipalities or unincorporated areas of Pinal County or a combination thereof, notice of the public hearing shall be sent to the planning agency of the adjacent governmental unit.
g. If the proposed project involves land that is located within the territory in the vicinity of a military airport or ancillary military facility as defined in Arizona Revised Statutes section 28-8461, notice of the public hearing shall be sent to the military airport.

Mailed notices were sent out to residents within 300' of the property boundary on October 24th, 2025. The notarized Affidavit of Notification was sent to Dan Symer, Eloy Planning Director on October 28th, 2025.

One (1) surrounding property owner to the north and west of the subject property, Eloy Land Investments LLC, called Bowman on October 29th, 2025, seeking general information for the proposed project. Dawn Fortuna, AICP from Bowman was able to speak to the landowner and provided the requested information.

ii. Published Notice

A public hearing display ad shall be placed by the City, at least once in a local newspaper of general circulation within the City. The advertisement shall be published at least fifteen (15) calendar days prior to the public hearing.

To be completed by the City of Eloy prior to public hearing for the proposed GPA and Rezone.

iii. Posted Notice

A notice of public hearing shall be posted by the applicant on the lot, parcel, or tract of land that is the subject of the application. A minimum of one posting shall be placed in a manner that is clearly visible from the most heavily traveled public right-of-way adjoining the subject property and shall be placed at least fifteen (15) calendar days prior to the public hearing. Such notice shall be composed of weatherproof materials and shall be printed so that the following are visible from a distance of one hundred feet (100'): the application type, the application request (i.e., for a Zoning Map amendment display the present zoning district classification and the proposed zoning district classification) and the date, time, and location of the hearing. The City shall update the sign as needed and maintain the sign in good condition throughout the required posting period. The posting shall be removed no later than ten (10) calendar days after the public hearing and final action.

Prior to the signs being posted, approval for the sign content was obtained from the City Planning Director, Dan Symer on October 24th, 2025. The two (2) sign postings were then placed on the site on October 27th, 2025, meeting all of the City of Eloy sign posting guidelines. The notarized Affidavit of Sign Posting was provided to the Planning Director on October 29th, 2025. Dates for the Planning and Zoning Commission and City Council Hearing will be updated on the existing signs as soon as dates are confirmed and before the 15 calendar day deadline per City requirements.

RESOLUTION NO.: 26-1669

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING A MINOR GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE MAP FROM LIGHT INDUSTRIAL TO HIGH DENSITY RESIDENTIAL CONTAINING APPROXIMATELY 58.40 ACRES AND COMMUNITY COMMERCIAL CONTAINING APPROXIMATELY 20 ACRES OF LAND LOCATED AT THE NORTHWEST CORNER OF WEST HOUSER ROAD AND NORTH ELEVEN MILE CORNER ROAD

WHEREAS, the City Council, through its members and staff, has solicited and encouraged public participation in the consideration of the Minor General Plan amendment, consulted and advised with public officials and agencies as required by Arizona Revised Statutes Section 9-461.06, transmitted to the City Council and submitted a review copy of the general plan amendment proposal to each agency required by ARS Section 9-461.06 and all persons or entities who made a written request to receive a review copy of the proposal, and considered comments concerning the proposed amendment and alternatives;

WHEREAS, the Planning and Zoning Commission held a public hearing on February 18, 2026, concerning the Major General Plan Amendment; and

WHEREAS, Upon considering the Issues for Consideration for a General Plan Amendment of the Eloy Zoning Ordinance and the criteria of the Amendment Guidelines specified in the General Plan, the Planning and Zoning Commission has made findings in conformance with the following guideline criteria in its recommendation for approval, and the City Council also finds:

1. That the City has not provided adequate land uses designated that would allow the proposed use to be sited as proposed.
2. That the amendment constitutes an overall improvement to the General Plan and will benefit the City in general.
3. The amendment will not adversely impact any portion of the community, by:
    - Creating incompatible land use patterns;
    - Requiring additional and more expensive infrastructure improvements to roads, sewer, or water delivery systems than are needed to support the prevailing land uses unless mitigated by the applicant and demonstrated to benefit the City;
    - Adversely impacting existing or planned land uses through an unreasonable increase in traffic generated by the proposed use unless mitigated by the applicant, or
    - Adversely affecting the livability of an area or the health and safety of existing residents.
4. That the amendment is consistent with the General Plan's overall intent and other adopted plans, codes, and ordinances.

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

Section 1. The City Council hereby amends the Eloy General Plan's Land Use Map from Light Industrial to High Density Residential, containing approximately 58.40 acres, and community commercial, containing approximately 20 acres of land, located at the northwest corner of West Houser Road and North Eleven Mile Corner Road.

Section 2. The above amendment is described in Case No. GPA2025-005, and depicted on Exhibit "1", attached hereto and incorporated by this reference.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, on July 13, 2026.

APPROVED:

_____
Andrew Sutton, Mayor

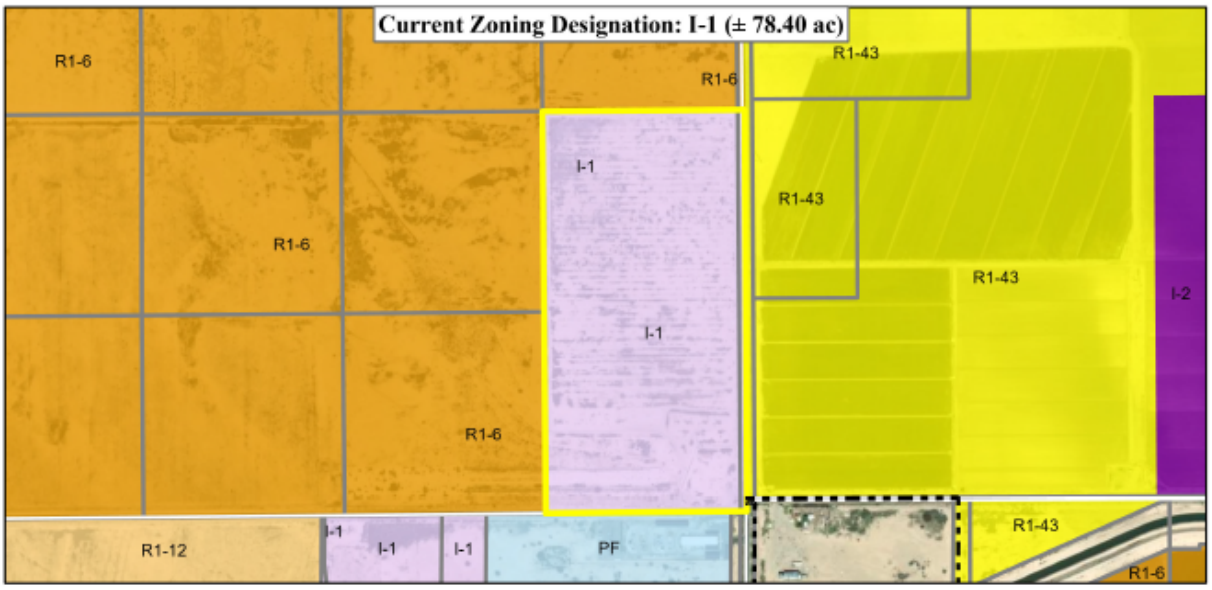
ATTEST:

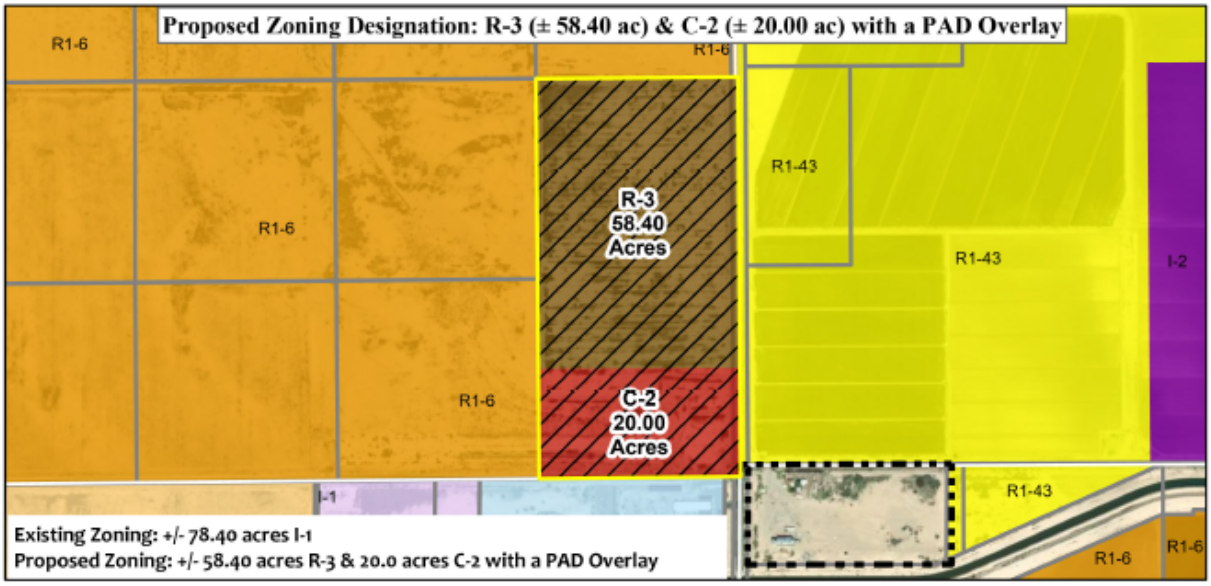
_____
Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen Cooper, City Attorney

Exhibit 1
Location and Land Use Map





Houser Crossing
Rezoning Exhibit - Case No: RZPAD2025-004

Legend

- Subject Property
- Proposed PAD Overlay

Zoning Designations

Single Family
- RR-20 Rural Residential (20 acres/du)
- RR-5 Rural Residential (5 acres/du)
- RR-2.5 Rural Residential (2.5 acres/du)
- RS-54 Estate Residential (1.25 acres/du)
- RS-43 Estate Residential (43,560 sq. ft.)
- RS-12 Single Family Residential (12,000 sq. ft.)
- RS-6 Single Family Residential (6,000 sq.ft.)

Multi-Family
- R-2 Small Lot Residential (6-10 du/acre)
- R-3 Multiple Family Residential (10-24 du/acre)

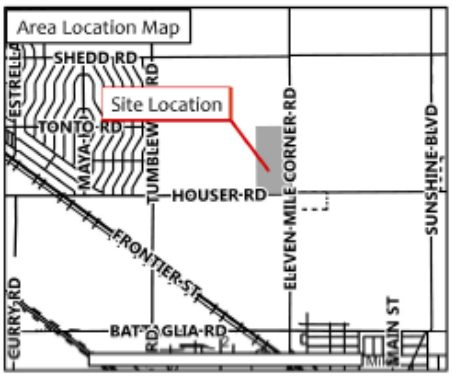
Commercial
- C-1 Neighborhood Commercial
- C-2 General Commercial
- MU Mixed Use

Industrial
- BP Business Park
- I-1 Light Industrial
- I-2 General Industrial

Public Facility
- PF Public Facility

Open Space
- OSC Open Space Conservation
- OSR Open Space Recreational

Disclaimer: This map is for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.



ORDINANCE NO.: 26-1003

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, APPROVING CASE NO. RZPAD2025-004: HOUSER CROSSING, AN AMENDMENT TO THE ZONING MAP (REZONE) LIGHT INDUSTRIAL (I-1) AND LIGHT INDUSTRIAL (I-1) WITH THE AVIATION OVERLAY TO GENERAL COMMERCIAL (C-2), MULTIPLE FAMILY RESIDENTIAL (R-3) PLANNED AREA DEVELOPMENT OVERLAY (PAD) AND MULTIPLE FAMILY RESIDENTIAL (R-3) WITH THE PLANNED AREA DEVELOPMENT OVERLAY (PAD) AND AVIATION OVERLAY (AO) ON A PROPERTY CONSISTING OF APPROXIMATELY 78 ACRES, LOCATED AT THE NORTHWEST CORNER OF WEST HOUSER ROAD AND NORTH ELEVEN MILE CORNER ROAD; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Bowman Consulting Group Ltd., c/o Dawn Marie Fortuna, as applicant, on behalf of the property owner, has applied for an Amendment to the Zoning Map (rezone) from Light Industrial (I-1) and Light Industrial (I-1) with the Aviation Overlay to General Commercial (C-2), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) and Aviation Overlay (AO) on a property consisting of approximately 78 acres, located at the northeast corner of located at the northwest Corner of West Houser Road and North Eleven Mile Corner Road, as delineated in Exhibit 1, and incorporated by this reference; and

WHEREAS, the designation of the subject parcels on the Eloy General Plan Land Use Map is compatible with the proposed zoning; and

WHEREAS, the property owners located within three hundred (300) feet of the proposed rezoning were notified of this rezoning application by first class mail of a Public Hearing conducted by the Eloy Planning and Zoning Commission; and

WHEREAS, a "Public Hearing," as required by ARS §9-462.04 and Section 21-6-2.6 of the Eloy Zoning Ordinance, was held at a regular meeting of the Eloy Planning and Zoning Commission on February 18, 2026, to hear from persons for, or against, the proposed rezoning; and

WHEREAS, notice for this Public Hearing was given at least 15 days and not more than 30 days before the public hearing by publication of the notice in the Pinal Central and posting at the official City posting locations; and,

WHEREAS, the Planning and Zoning Commission has recommended approval of the rezoning as requested by Bowman Consulting Group Ltd., c/o Dawn Marie Fortuna, as applicant, on behalf of the property owner.

WHEREAS, the City Council has considered the probable impact of Ordinance No 26-1001 on the cost to construct housing for sale or rent; and

WHEREAS, the City Council held a public meeting on July 13, 2026, concerning the proposed rezoning, and after considering the Issues for Consideration for a Zoning Map Amendment, finds that the criteria have been met and the application is substantially consistent with the General Plan of the City of Eloy.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

SECTION I. REZONING. That the Mayor and City Council of the City of Eloy, Arizona, hereby approve the Amendment to the Zoning Map (Rezone) from Light Industrial (I-1) and Light Industrial (I-1) with the Aviation Overlay to General Commercial (C-2), Multiple Family Residential (R-3) Planned Area Development Overlay (PAD) and Multiple Family Residential (R-3) with the Planned Area Development Overlay (PAD) and Aviation Overlay (AO) on a property consisting of approximately 78 acres, located at the northwest corner of East Houser Road and North Eleven Mile Corner Road, as delineated in Exhibit 1, and by adopting that certain document entitled "RZPAD2025-004: Houser Crossing Development Plan" declared a public record by Resolution No. 26-1671, which is incorporated into this Ordinance by reference as if fully set forth herein.

SECTION III. CONDITIONS OF APPROVAL. That the above rezoning approval is conditioned upon compliance with all Conditions of Approval attached hereto as Exhibit 2 and incorporated herein by reference.

SECTION IV. SEVERABILITY. If any section, subdivision, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining provisions of the Ordinance or parts thereof.

SECTION IV. EFFECTIVE DATE.

This Ordinance shall become effective as provided by law on the 13th day of August 2026.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, on this 13th day of July 2026.

Signatures on the next page

BY:

_____
Andrew Sutton, Mayor

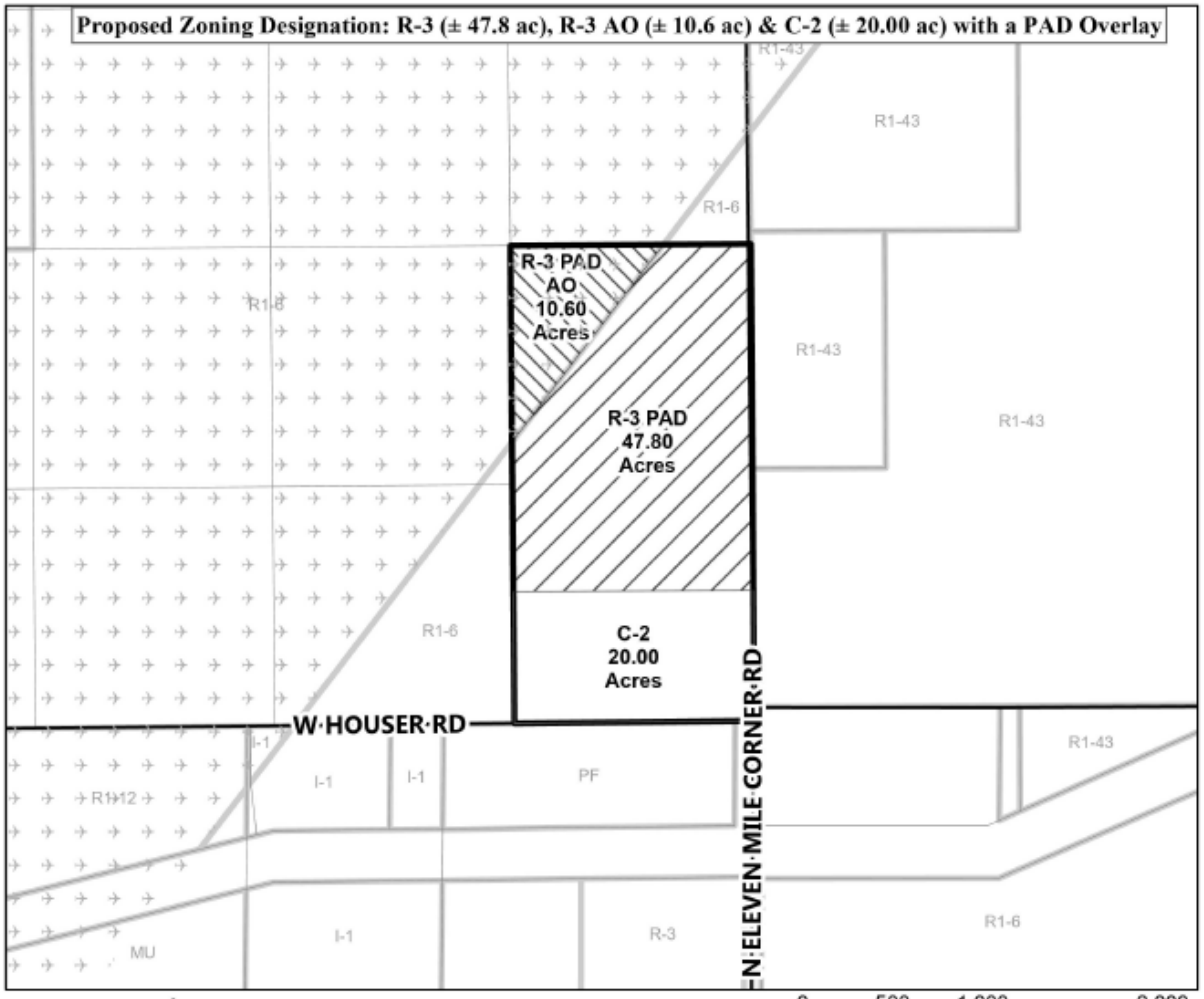
ATTEST:

_____
Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

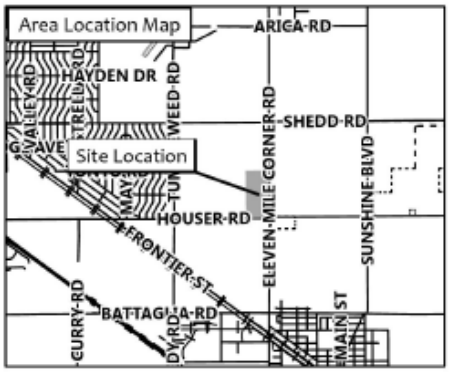
_____
Stephen R. Cooper, City Attorney

Exhibit 1,
Location Map and Proposed Rezoning



Houser Crossing
Rezoning Exhibit - Case No: RZPAD2025-004

Existing Zoning: ± 78.40 acres I-1
Proposed Zoning: ± 47.8 acres R-3, ± 10.6 acres R-3 AO & ± 20.00 acres C-2 with a PAD Overlay



Legend

Subject Property | Zoning Designations | Airport Overlay

Single Family		**Commercial**	
RR-20	Rural Residential (20 acres/du)	C-1	Neighborhood Commercial
RR-5	Rural Residential (5 acres/du)	C-2	General Commercial
RR-2.5	Rural Residential (2.5 acres/du)	MU	Mixed Use
R1-54	Estate Residential (1.25 acres/du)	**Industrial**	
R1-43	Estate Residential (43,560 sq. ft.)	BP	Business Park
R1-12	Single Family Residential (12,000 sq. ft.)	I-1	Light Industrial
R1-6	Single Family Residential (6,000 sq.ft.)	I-2	General Industrial
Multi-Family		**Open Space**	
R-2	Small Lot Residential (6-10 du/acre)	OSC	Open Space Conservation
R-3	Multiple Family Residential (10-24 du/acre)	OSR	Open Space Recreational
Public Facility			
PF	Public Facility		

Disclaimer: This map is for reference purposes only and is not suitable for legal, financial, engineering, or surveying purposes or commitments. The City of Eloy assumes no responsibility for errors, omissions, or inaccuracies presented, and shall have neither liability nor responsibility for any direct or indirect loss or damage in connection with, or arising from, the information on this map. Any conclusions derived from this map are the responsibility of the user.

EXHIBIT 2

Conditions of Approval for the Amendment to the Zoning Map (Rezone):

Case No. RZPAD2025-004

Houser Crossing

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

SITE DEVELOPMENT

1. CONFORMANCE TO DEVELOPMENT PLAN. The development shall conform to the Development Plan, entitled "Houser Crossing Development Plan," which is on file with the City Clerk and made a public record by Resolution No. 26-1671 and incorporated into these Conditions of Approval and ordinance by reference as if fully set forth herein. Any proposed significant change to the Development Plan, as determined by the Zoning Administrator based on criteria including, but not limited to, land use, density, or improvements, shall be subject to additional action and public hearings before the Planning and Zoning Commission and City Council. Where there is a conflict between the Development Plan and these stipulations, these stipulations shall prevail.

2. CONFORMANCE TO AMENDED DEVELOPMENT STANDARDS. The development shall conform to the amended development standards included in the Development Plan. Any change to the development standards shall be subject to additional public hearings before the Planning and Zoning Commission and City Council.

3. DEFINITIONS. For the purposes of these Conditions of Approval, the definitions of the following terms shall apply:

    a. *Development Site* is a specific area within the Development Plan which is proposed for a specified zone, use, or density, and may be developed separately from the balance of the property of the Development Plan.

    b. *West Perimeter Road* is the unnamed north-south roadway and utility easement that is centered on the property's west property line, between West Houser Road and the West Tonto Road alignment Roadway and Utility Easement

    c. *Perimeter Streets* is the West Houser Road, North Eleven Mile Corner Road, West Tonto Road, and *West Perimeter Road*.

4. SUBDIVISION BY PLAT. The subdivision or splitting of property shall only be allowed by a subdivision plat approved by the City of Eloy. The first subdivision plat shall include the entire property indicated in the Development Plan.

5. OPENSPACE REQUIREMENTS. The open space requirements specified in the Development Plan for the area of the property with the Multiple-family Residential (R-3) Planned Area Development Overlay (PAD) and R-3 PAD Aviation Overlay (AO) are in addition to any streetscape landscape areas, parking area landscaping, and landscaped buffer area requirements of the Zoning Ordinance. Each *Development Site* shall provide open space in accordance with the standards of the Development Plan and shall independently comply with these requirements, without relying on open space provided on another *Development Site.*

6. TRANSFER OF DEVELOPMENT RIGHTS. Transfer of the development rights, including density between lots/parcels and *Development Site*s, is prohibited without an amendment to the Development Plan, which shall be processed as a separate Amendment to the Zoning Map (rezone).

7. RIGHT-OF-WAY. The property owner/developer shall dedicate to the City all right-of-way, as determined to serve the development of the property. Right-of-way widths shall conform to the City's applicable standards for the corresponding street at the time of development, and shall include any additional right-of-way for cul-de-sacs, turn lanes, roundabouts, and other street improvements necessary to serve the development and provide access to lots within the property, as determined by the City Engineer or designee.

8. RIGHT-OF-WAY DEDICATION FOR PERIMETER STREETS. The following perimeter street right-of-ways shall be dedicated with the first subdivision plat of the property indicated in the Development Plan, unless an alternative time schedule is explicitly approved in writing by the City Council through a separate agreement:

a. West Houser Road. The developer shall dedicate a minimum of half a street right-of-way for a Major Arterial right-of-way along the entire frontage of the property, and any additional right-of-way necessary to realign West Houser Road with the centerline alignment of the street on the east side of North Eleven Mile Corner Road, as determined by the City Engineer or designee.

b. North Eleven Mile Corner Road. The developer shall dedicate a minimum of half a street right-of-way for a Minor Arterial Street along the entire frontage of the property.

c. West Tonto Road Alignment Roadway and Utility Easement. The developer shall dedicate a minimum of half a street right-of-way for a Collector Street along the entire frontage of the property.

d. *West Perimeter Road*. Unless the entire sixty (60) foot width of *West Perimeter Road* is abandoned/released, the developer shall dedicate the east half of the street along the entire frontage of the property.

9. EASEMENTS. The property owner/developer shall dedicate to the City all easements, as determined by the City Engineer or designee, or Zoning Administrator, necessary to serve the development of the property.

10. LOT FRONTAGE. All lots shall abut a right-of-way dedicated to the City of Eloy with street improvements constructed to City standards, or a private street tract providing access to a right-of-way dedicated to the City of Eloy with street improvements constructed to City standards, as determined by the City Engineer or designee. The private tract and street improvements shall comply with the width and construction standards approved by the City Engineer or designee.

11. PRIVATE STREETS.

a. Residential Private Street(s). Residential Private Street(s) shall be located in a private subdivision street tract, and street improvements shall comply with the public street widths and construction standards approved by the City Engineer or designee.

b. Residential Private Street Gates. Street gate(s) shall be provided across private streets that directly connect to a public street right-of-way.

c. Private street tracks and improvements shall not be conveyed or accepted by the City of Eloy.

12. GATED STREETS AND DRIVEWAYS. The location of the call box and gates of the gated street or driveway shall be placed in the location specified in the City's standards. If the aforementioned standards are not in place at the time of construction document approval, the locations of the call box and gates shall be determined by the Zoning Administrator.

13. SUBDIVISION LAND TRACTS. All subdivision land tracts, including private street tracts, shall be owned and maintained by a property owner association.

14. STREETLIGHT IMPROVEMENT DISTRICT. With the first final plat application, the applicant shall submit a petition to the City Council in a form acceptable to the City Attorney for consideration to create a Street Light Improvement District for the cost of the electricity, operation, and maintenance of the street lighting system within the development.

15. MAINTENANCE IMPROVEMENT DISTRICT. With the first final plat application, the applicant shall submit a petition to the City Council in a form acceptable to the City Attorney for consideration to create a Maintenance Improvement District for the operations, maintenance, repair, and improvements to private streets, landscaping adjacent to designated public roadways and parkways, subdivision land tracts and associated improvments, drainage and retention within each proposed district.

INFRASTRUCTURE

16. TRAFFIC IMPACT ANALYSIS. With each site plan or preliminary plat application submittal for the development of the property, unless specificial not required by the City Engineer, the developer shall submit and receive acceptance from the City Engineer or designee of an update to the Traffic Impact Analysis (TIA) attached to the City Council Report and dated February 18, 2026 by City Staff (hereafter, the "Master TIA"). The updated TIA shall be produced by a registered Traffic Engineer licensed to practice in Arizona. At a minimum, the updated Traffic Impact Analysis shall address on-site and off-site traffic flows; project impacts and mitigation measures and improvements; anticipated trip generation; and the level of service.

a. West Tonto Road and North Eleven Mile Corner Road Intersection. With the first Site Plan or Preliminary Plat Application, the developer shall submit an updated TIA that incorporates the West Tonto Road and North Eleven Mile Corner Road Intersection into the analysis.

b. Driveway/Street Entrances.

i. The driveways shown and labeled 10 and 16 on the map in Figure 15 of the Master TIA shall be limited to right in and right out only, unless otherwise approved by the City Engineer in an updated TIA.

ii. The driveways shown and labeled 14 on the map in Figure 15 of the Master TIA shall be limited to right-in and right-out Emergency Access and Emergency Exit only, unless otherwise approved by the City Engineer in an updated TIA.

iii. If the *West Perimeter Road* is to be dedicated, the driveway labeled 20 in Figure 15 of the Master TIA shall be eliminated, and vehicle access to the Self-storage *Development Site* shall be provided through the Commercial Center *Development Site* via private vehicle cross-access easement, unless otherwise approved by the City Engineer in an updated TIA. Alternatively, the City Engineer may approve access to the Self-storage *Development Site* from the West Perimeter Road.

17. WATER AND WASTEWATER INFRASTRUCTURE. The developer shall be responsible for providing and constructing all infrastructure in accordance with the Eloy Code to serve the development along the entire frontage of West Houser Road, North Eleven Mile Corner Road, and West Tonto Road, and within the development of the property of the Development Plan, unless an alternative schedule of infrastructure improvements are explicitly approved and agreed to in writing by the City Council through a separate agreement.

18. BASIS OF DESIGN REPORT. With each site plan or preliminary plat application submittal for the development of the property, unless specificial not required by the City Engineer or designee, the property owner/developer shall submit and receive acceptance from the City Engineer or designee of a Basis of Design Report for Water and a Basis of Design Report for Wastewater for the development identified in the aforementioned application. The City Engineer or designee may defer the submittal of the aforementioned report(s) until the construction document submittal for the related site plan or plat map.

19. STREET AND RELATED INFRASTRUCTURE. The property owner/developer shall be responsible for providing and constructing the following improvements in accordance with City Standards, unless an alternative schedule of improvements for the streets specified below (excluding the internal streets) is explicitly approved and agreed to in writing by the City Council through a separate agreement:

a. North Eleven Mile Corner Road. The developer shall construct all half-street improvements for a Minor Arterial Street, as well as turn lanes and intersection improvements to serve the development.

b. West Houser Road. Complete street improvements to align the street with the street's center line alignment on the east side of North Eleven Mile Corner Road for a Major Arterial Street. The street alignment geometry from the existing street to the west of the property, to the centerline of the street on the east side of North Eleven Mile Corner Road, shall adhere to the American Association of Highway and Transportation Officials (AASHTO) Standards as determined by the City Engineer or designee for the street's ultimate classification of a Major Arterial Street. A minimum half-street improvement shall be constructed in locations abutting the property where additional street improvements are not required to realign the street, as determined by the City Engineer or designee.

c. North Eleven Mile Corner Road and West Houser Road. Complete intersection improvements based on the West Houser Road and North Eleven Mile Corner Road street classifications. If the intersection signalization is not warranted at the time of development, as determined by the City Engineer or designee, the developer shall make an in-lieu payment to the City for the improvements prior to the issuance of any permit to construct the street, or in accordance with an alternative schedule explicitly approved in writing by the City Council through a separate agreement.

d. West Tonto Road. The developer shall construct all half-street improvements along the property's frontage for a Collector Street, unless a lesser frontage length is approved by the City Engineer or designee. If a lesser street frontage length is approved, the developer shall make an in-lieu payment to the City for the portion of the street that will not be constructed, which shall be paid prior to the issuance of any permits to construct the street.

e. *West Perimeter Road*. If *West Perimeter Road* is required to be dedicated, and the City Engineer or designee does not require the street to be constructed, the developer shall make an in-lieu payment to the City for the half-street improvements along the entire west property line frontage. The in-lieu payment shall be paid with the first permit for the development of any street or any part of the property included in the development plan, unless an alternative schedule is explicitly approved in writing by the City Council through a separate agreement.

f. Internal Streets. Full street improvements shall be constructed by the developer in accordance with the Eloy City Code and street cross sections. In addition, the developer shall construct traffic calming as an integral part of the street improvement, in locations specified by the Zoning Administrator, City Engineer, or designee.

g. Improvements to Perimeter Streets. Unless an alternative schedule is explicitly approved in writing by the City Council through a separate agreement, the construction of the improvements for the perimeter streets shall be a requirement of the first Preliminary and the first Final Plat applications for the property indicated in the Development Plan, and the development of the perimeter street shall be a condition of the preliminary and final plat approvals.

20. ROUNDABOUT INTERSECTIONS. The developer shall construct a roundabout intersection in locations specified by the City Engineer or designee as an alternative to a signalized intersection, or driveway and street intersection.

21. IN-LIEU PAYMENT AND IMPROVEMENTS. Upon written request of the City Engineer or designee, the property owner or developer shall pay to the City an in-lieu fee representing the development's proportionate share of the cost to design, construct, and install the ultimate roadway configuration and related street improvements necessary to accommodate the development, including, but not limited to, traffic control devices, signalized intersections, and roundabout intersections. The proportionate share shall be calculated based on standards, methodologies, and the engineer's cost estimates accepted by the City Engineer and consistent with an update to the Master TIA and City Code. Payment of the in-lieu fees shall be made prior to issuance of any permits or final plat approval, unless the City Council authorizes an alternative schedule in a separate agreement.

i. If the City Engineer or designee determines that the median for the West Houser Road and North Eleven Mile Corner Road is not to be constructed as part of the half-street improvements, the developer shall make an in-lieu payment to the City for their proportional share of median improvements prior to the issuance of any permits to construct the street, unless the City Council authorizes an alternative schedule in a separate agreement.

22. STANDARDS OF IMPROVEMENTS. With the development of the property, all required infrastructure improvements shall be constructed in accordance with the most recent Eloy City Code, Details and the applicable Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction, Maricopa Association of Governments (MAG) Uniform Standard Specifications and Details for Public Works Construction at the time of development.

23. CONSTRUCTION COMPLETED. Prior to issuance of any Certificate of Occupancy or Certification of Shell Building, or Final Inspection, whichever is first, for the applicable phase of development property, the property owner shall complete all the infrastructure and improvements required by the Eloy City Code, these stipulations, and the City Engineer.

PUBLIC NOTICE

24. NOTICE FOR SUBDIVISION PUBLIC REPORT AND RECORDED PLAT. The property owner/developer shall incorporate the following notice in the Subdivision Public Report submitted to the Arizona Department of Real Estate for each final plat, and shall provide the notice cover sheet of all preliminary and final plat maps:

Notice is hereby given that this subdivision is located in close proximity to the City of Eloy Wastewater Treatment Plant.

A. Wastewater treatment operations conducted at the City of Eloy Wastewater Treatment Plant that are consistent with Arizona Department of Environmental Quality rules and regulations and established prior to surrounding residential and commercial uses are presumed to be reasonable and do not constitute a nuisance unless the wastewater treatment operations has a substantial adverse effect on the public health and safety.

B. Wastewater treatment operations undertaken in conformity with federal, state and local laws and regulations are presumed to be good wastewater treatment practices and not adversely affecting the public health and safety.

Notice is hereby given of the normal wastewater treatment operations and practices in the immediate and surrounding area including, but not necessarily limited to, the odors, flies and dust. Notice is further given that wastewater treatment operations will occur on a 24-hour-a-day basis, which will also include lights, noise, odor and trucking activities.

RESOLUTION NO.: 25-1671

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK ENTITLED "RZPAD2025-004: HOUSER CROSSING DEVELOPMENT PLAN."

WHEREAS, State Law allows cities to declare documents a public record for the purpose of incorporation into city ordinances; and

WHEREAS, the City of Eloy wishes to incorporate by reference amendments to the Amendments to Zoning Map (Rezone), by first declaring said amendment to be a public record.

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

SECTION 1. Declaration of a Public Record. That certain document entitled "RZPAD2025-004: Houser Crossing Development Plan" a copy of which is attached hereto as Exhibit A, is hereby declared a public road.

SECTION 2. Copies Filed with the City Clerk. Three copies of that certain document entitled "RZPAD2025-004: Houser Crossing Development Plan," shall remain on file with the City Clerk and be available for public use and inspection during regular business hours.

PASSED AND ADOPTED by the City Council of the City of Eloy, Pinal County, Arizona, this 13th day of July, 2026.

APPROVED:

_____

Andrew Sutton, Mayor

ATTEST:

_____
Michele Hall, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen Cooper, City Attorney

Exhibit A

"RZPAD2025-004: Houser Crossing Development Plan"

Houser Crossing Development Plan

Project Team

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Case No. RZPAD2025-004
Staff Date: July 13, 2026

Introduction

In support of the proposed Rezoning application, the following Development Plan outlines the permitted uses and development standards under a Planned Area Development Overlay designation. The purpose of this Planned Area Development Overlay is to provide a flexible approach to support a companion Rezoning application.

The Rezoning application requests amending the site from Light Industrial (I-1) to Multiple Family Residential (R-3) and General Commercial District (C-2) with Planned Area Development (PAD) Overlay to allow flexibility for development. The northwest corner of the site falls within the AO-1 (Airport Overlay) which is applied in addition to the underlying zoning.

As each component of Houser Crossing comes forward, it will comply with the specific site plan or subdivision zoning and development criteria. The purpose of this PAD is to memorialize any deviations from the City of Eloy Zoning Code.

Planned Area Development Overlay

Under Section 21.2-7.2 of the Zoning Ordinance, a PAD Overlay allows both the City and an applicant to negotiate enhanced flexibility in permitted uses and in the application of development standards resulting in a more creative approach to development that could not otherwise be achieved through strict adherence to the Zoning Ordinance. In this case, the PAD Overlay is used to provide more modern development standards for a mix of housing options while also allowing flexibility in the configuration of residential parcels and distribution of open throughout the project.

This PAD Overlay provides the flexibility necessary to deliver an innovative residential and commercial environment. This rezoning allows for a more creative and efficient approach to site planning than traditional zoning, enabling a blend of residential unit types and densities strategically distributed across the site. This PAD supports the City's vision for managed growth within its designated Growth Areas.

Permitted Uses

Unless otherwise modified herein, permitted, conditional and accessory uses shall comply with the City of Eloy Zoning Ordinance use allowances and limitations of the base/underlying zoning.

Project Development Standards and General Provisions

As reflected in the table below, the development standards for Houser Crossing have been created to facilitate unique residential development. The proposed development standards for single and multifamily residences will provide flexibility to create a diverse community. Where the PAD is silent on a standard, the zoning ordinance shall govern. When there is a conflict between the PAD and the zoning ordinance, the PAD shall prevail.

Residential

Development Standards	Single Family Residential (Area E on the Conceptual Master Plan)	Horizontal Apt/Patio home/Townhomes Residential (Area D on the Conceptual Master Plan)	PAD Multiple Family Residential (Area C on the Conceptual Master Plan)
Density Range (DU/Net Acre)	Up to 7 DU (10)	6 to 15 DU(10)	10 to 24 DU (10)
Total Gross Acreage Range of Development Area of Product Type	15-25 acres	15-25 acres	15-25 acres
Minimum Lot Area	4,500 SF	Per Note 7	7,000 SF
Minimum Lot Width	45’	-	-
Front	20’ (1)	10 (1)	10’ (1)
Side	5’	10’(8)	10’
Street Side	10’	10’ (1) (2)	10’ (1) (2)
Rear	15’	25’ (3) (4)	25’ (3) (4)
Maximum Lot Coverage	50%	60%	60%
Separation between Buildings	Per Note 9	10’ (5)	10’ (5)
Maximum Building Height (ft.)	36’	40’	40’
PAD Open Space Required	15% of Net (6)	15% of Net (6)	15% of Net (6)

Notes:

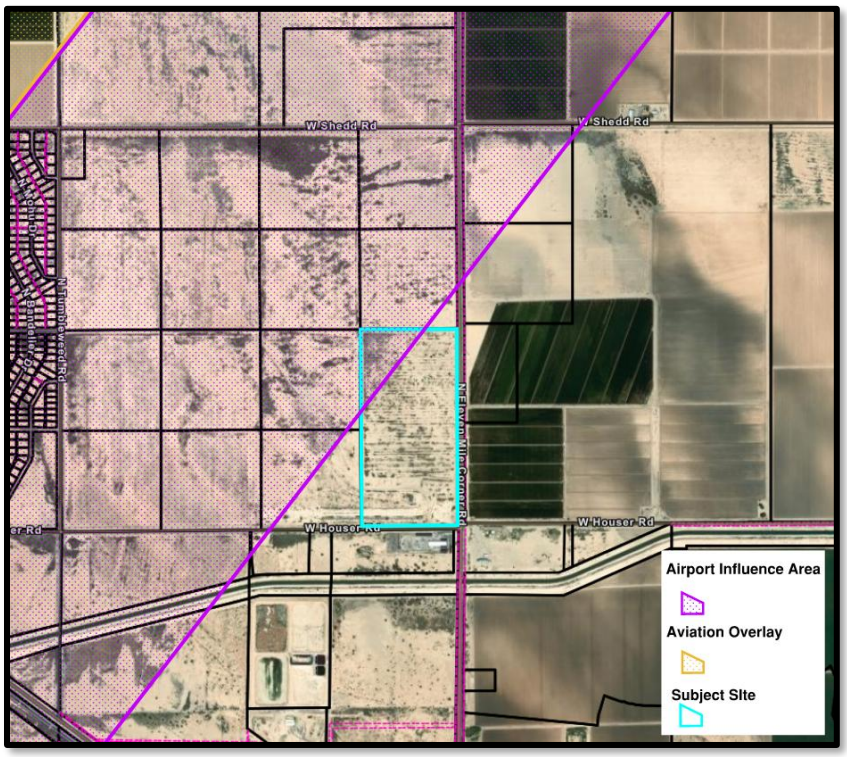
1. A setback shall be twenty (20) feet for front entry garages and carports.
2. A minimum fifteen (15) foot interior side setback shall be provided abutting a subdivision tract that is less than ten (10) feet wide where the tract abuts a right-of-way or private street tract. A five (5) foot interior side setback is allowed abutting a subdivision tract that is ten (10) feet wide or greater where the tract abuts a right-of-way or private street tract. The subdivision tract shall be owned by the homeowner association.
3. A ten (10) foot minimum rear yard setback is allowed when abutting a property with Small Lot Residential (R-2).
4. A ten (10) foot minimum rear yard setback is allowed when abutting a property with Multiple Family Residential (R-3).
5. The separation requirement only applies to buildings.
6. The open space requirement is to be provided in a common open space area, and not on individual residential single-family and duplex lots. The area is in addition to any area provided to comply with the lot coverage requirements. The area is calculated based on the total net lot area of the site plan or subdivision plan of the specific development application.
7. Single-family attached minimum lot size: 2,500 sf, excluding condominium developments. All other developments, minimum lot size: 7,000 sf.
8. A zero (0) setback is allowed for when abutting another dwelling unit with a zero setback of an attached single-family dwelling. A five (5) foot side setback shall be provided on the end

lot abutting an interior side property line, although when the side property line is a street side property line, the street side setback requirements shall apply. The end lot contains the last unit on either end of a roll of consecutive attached units on individual lots.

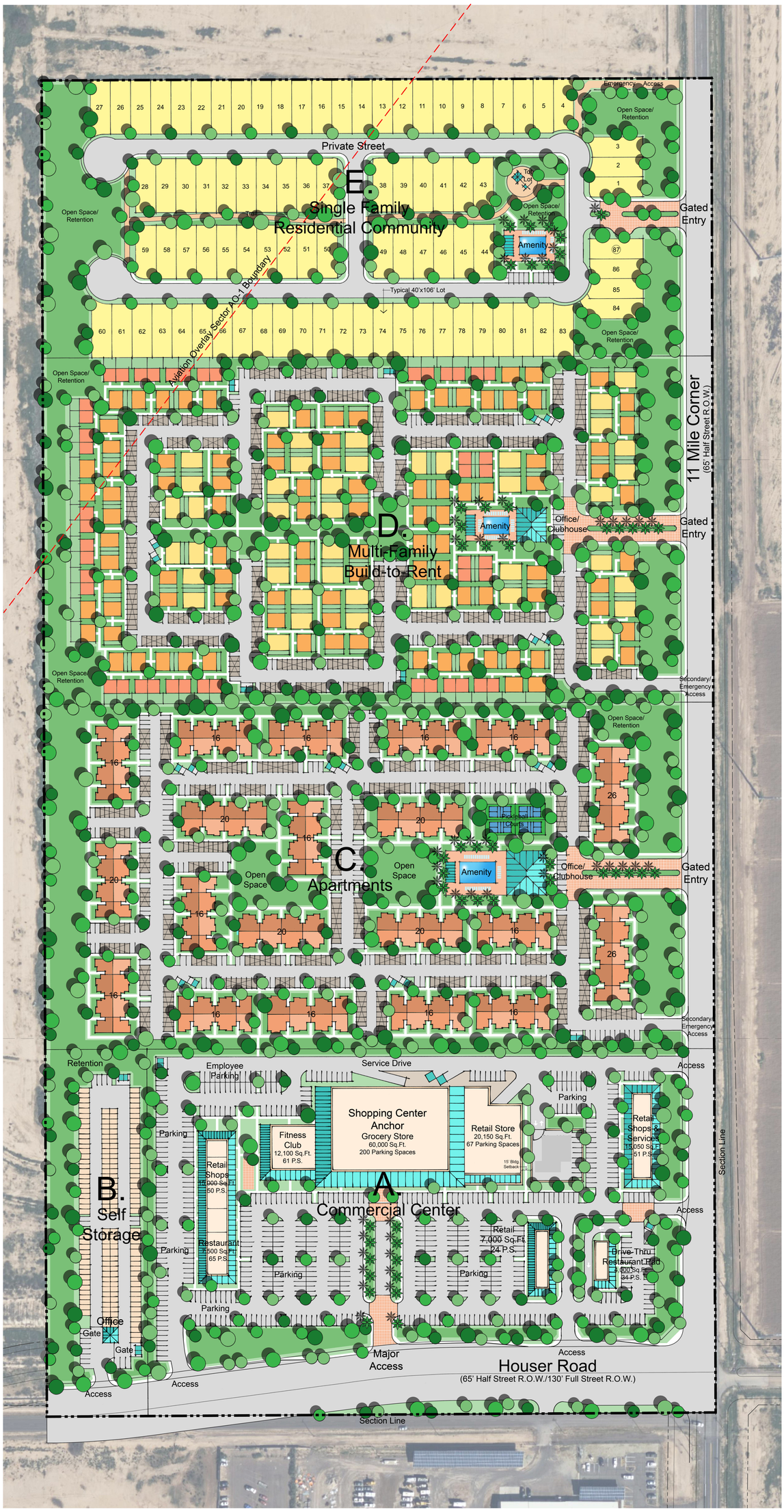
9. The greater of five (5) feet or the separation requirement specified in the Eloy adopted building and fire code at the time of development.
10. The combined minimum density for Areas C, D and E shall be 10 DU/Acre.

Avigation Overlay

The Avigation Overlay Zone's Airport Influence Area will be retained with this application over the property that it currently applies to. All developments within the Avigation Overlay zone's Airport Influence Area shall comply with the applicable requirements zone.



Airport Influence Area



Conceptual Plan Data:

Parcel:	Approx.Net Ac:	Proposed Use:	Units/Lots:	Lot Size:	DU/Net Ac:
A.	14.6	Commercial Center	N/A	N/A	N/A
B.	3.0	Self-Storage	N/A	N/A	N/A
C.	19.9	Multi-Family Apts.	360	N/A	18.09
D.	20.0	Multi-Family B.T.R.	190	N/A	9.50
E.	16.0	SFR Community	87	40x106'	5.44
Totals:	73.5		637		8.67

Note: This plan is conceptual and subject to revision based on additional site studies and agency review & approval. All calculations are appoximate. Net acreage calculation excludes future Houser Road and 11 Mile Corner street rights-of-ways. Not for construction.

Multi-Family Unit Mix:

Parcel C: 1-Bedroom = 124 (34%)
2-Bedroom = 200 (56%)
3-Bedroom = 36 (10%)
Total: 360 (100%)

Parcel D: 1-Bedroom = 46 (24%)
2-Bedroom = 99 (52%)
3-Bedroom = 45 (24%)
Total: 190 (100%)

Parking:

Parcel:	Required Spaces:
A.	552
B.	5
C.	558
D.	308
E.	174 (2/Lot)

Note: Parking requirements based on use per City of Eloy Zoning Ordinance.

RVi
4635 N. Scottsdale Rd. Suite 1000
Scottsdale, Arizona 85251
Tel: 480.994.0994
www.rviplanning.com

HOUSER CROSSING • **CONCEPTUAL MASTER PLAN**

ELOY, ARIZONA
NOVEMBER 18, 2025
RVI23006913
ELOY DEVELOPMENT PARTNERS III, LLC

0 25' 50' 100'
SCALE: 1" = 50'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VII.J.
Date: 7/13/2026

Date submitted: 07/09/2026	**Action:** Formal	**Subject: Approval of the Cancellation of the July 27, 2026, Regular City Council Meeting**
Date requested: 7/13/2026		

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:
Staff recommends that the Mayor and City Council approve the cancellation of the July 27, 2026, Regular City Council Meeting in observance of the City's annual summer hiatus.

DISCUSSION:
Section 2-3 of Article I of the City Code provides that the City Council shall hold regular meetings on the second and fourth Mondays of each month, except on legal holidays. However, the City Council may formally cancel a regular meeting with proper notice to the public.

At a previous City Council meeting, the Council requested cancellation of the July 27, 2026, Regular City Council Meeting to provide for a summer hiatus. Similar summer hiatuses are also observed by many Arizona municipalities to accommodate reduced meeting activity during the summer months and provide an opportunity for elected officials and staff to focus on organizational priorities and planned absences.

Cancellation of the meeting will also allow E-1 to complete the planned audiovisual upgrades to the City Council Chambers, minimizing disruptions to regular Council business while allowing the installation, testing, and commissioning of the new audiovisual system to be completed prior to the next regularly scheduled City Council meeting.

Should any time-sensitive or emergency matters arise during this period, a Special City Council Meeting may be called in accordance with Arizona Open Meeting Law to address those matters as necessary.

FISCAL IMPACT:
There is no fiscal impact to the City with the cancellation of this regular meeting.

Approved as to Form:



Stephen R. Cooper, City Attorney

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: **VIII.A.**
Date: **7/13/2026**

Date submitted:
06/25/2026

Date requested:
7/13/2026

Action: Ordinance

Subject: Motion to Adopt Ordinance No. 26-1002, levying upon the assessed valuation of the property within the City of Eloy, subject to taxation a certain sum upon each one hundred dollars ($100) of valuation sufficient to raise the amount estimated to be required in the annual budget, less the amount estimated to be received from other sources of revenue; providing funds for various bond redemptions, for the purpose of paying interest upon bonded indebtedness and providing for funds for general municipal expenses; all for fiscal year ending the 30th day of June 2027.

TO: Mayor and City Council

FROM: Brian Wright, Finance Director

RECOMMENDATION:
Staff recommends the City Council adopt Ordinance No. 26-1002 setting a property tax levy for the Fiscal Year 2026-2027.

DISCUSSION:
This is the final step in the fiscal year 2026-2027 budget process. On June 25, 2026, a public hearing was held on the property tax levy. No comments were made at this public hearing. Upon approval of Ordinance 26-1002, staff will send the Ordinance to the Pinal County Board of Supervisors for their approval. The estimated tax levy is $0.9848 per $100 primary assessed valuation, generating $1,694,550 annually.

FISCAL IMPACT:
The total amount generated from a primary property tax rate of $0.9848 will be $1,694,550 annually.

Approved as to Form:



Stephen R. Cooper, City Attorney

ORDINANCE NO.: 26-1002

AN ORDINANCE OF THE CITY OF ELOY, PINAL COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF ELOY, SUBJECT TO TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS ($100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2027.

WHEREAS, by the provision of the State Law, the Ordinance levying taxes for Fiscal Year 2026-2027 is required to be finally adopted on or before the third Monday in August, and

WHEREAS, the property taxpayers of the City of Eloy have been notified of an increase in the primary property tax levy as required by A.R.S. §42-17107, and

WHEREAS, the County of Pinal is now the assessing and collecting authority for the City of Eloy, the Clerk is hereby directed to transmit a certified copy of this Ordinance to the County Assessor and the Board of Supervisors and the County of Pinal, Arizona.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF ELOY, ARIZONA, AS FOLLOWS:

SECTION 1. There is hereby levied on each one hundred dollars ($100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Eloy, except such property as may be by law exempt from taxation, a primary property tax levy equal to $1,694,550 for the fiscal year ending on the 30th day of June 2027. If this sum exceeds the maximum allowed by law, the Pinal County Board of Supervisors has the authority to reduce the levy to the maximum.

SECTION 2. In addition to the rate set in Section 1 hereof, there is hereby levied on each one hundred dollars ($100.00) of assessed valuation of all property, both real and personal, with the corporate limits of the City of Eloy, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of $0.00 for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2027.

SECTION 3. Failure by the county officials of Pinal County, Arizona, to properly return the delinquent list, any irregularity in assessment or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or

invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the collection of the same may be enforced shall not affect the lien of the City of Eloy upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the part of the taxes or of cost shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jury.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

PASSED and ADOPTED by the City Council of the City of Eloy, Arizona, this 13th day of July, 2026.

APPROVED by the Mayor of the City of Eloy, Arizona, this 13th day of July, 2026.

_____
Andrew Sutton, Mayor

ATTEST:

_____
Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, Legal Counsel

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.B.

Date: 7/13/2026

Date submitted: 06/28/2026 **Date requested:** 7/13/2026	**Action:** Formal	**Subject: Adoption of Resolution No. 26-1672, Authorizing the Mayor or His Designee to Execute Development Agreement Contract No. 2026-003-COE Between the City of Eloy and Eloy Community Development Partners, LLC, Establishing the Obligations, Responsibilities, and Timing for the Phased Development of the Approximately 80± Acre Houser Crossing Mixed-Use Project Located at the Northwest Corner of Houser Road and Eleven Mile Corner Road, Including Public Infrastructure, Utility, Roadway, and Related Development Improvements, and to Execute All Necessary Documents Related Thereto.**

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:

Staff recommends approval of Resolution No. 26-1672, authorizing the Mayor or his designee to execute Development Agreement Contract No. 2026-003-COE between the City of Eloy and Eloy Community Development Partners, LLC, and any related documents necessary to implement the provisions of the Agreement.

DISCUSSION:

On October 23, 2023, the Mayor and City Council declared approximately 80 acres of City-owned property surplus for future development. Following Council direction received in Executive Session, the City issued a Request for Proposals in March 2024 seeking a qualified development partner to implement Council's vision for a master planned mixed-use development.

Following a competitive solicitation process and approximately nine months of negotiations, the City entered into a Purchase and Sale Agreement with Eloy Community Development Partners, LLC on April 28, 2025, establishing a purchase price of **$1,486,000** for the property and outlining the due diligence, escrow, and closing process. Subsequent amendments extended the feasibility period and closing schedule

to allow additional time for project planning, entitlement coordination, engineering, and infrastructure design while maintaining the original purchase price and overall business terms.

As contemplated in both the original Request for Proposals and the Purchase and Sale Agreement, the parties have now completed negotiations on a Development Agreement that establishes the long-term framework for implementation of the proposed Houser Crossing mixed-use development.

The proposed development generally consists of a master planned mixed-use community including single-family residential neighborhoods, build-to-rent housing, multifamily residential, neighborhood commercial development, retail opportunities, and supporting public infrastructure.

Development Agreement Summary:
The proposed Development Agreement establishes a framework for the development of the Houser Crossing project and is intended to run with the land. The Agreement provides certainty for both the City and the Developer while clearly defining responsibilities associated with public infrastructure, project phasing, future development standards, and implementation of the project.

Key provisions of the Agreement include:

- Establishes Houser Crossing as an approximately 80-acre mixed-use development consistent with the approved Planned Area Development and the City's General Plan.
- Requires the Developer to prepare and obtain approval of a Master Preliminary Plat, Master Final Plat, and comprehensive infrastructure plans prior to development, ensuring all necessary public infrastructure is planned and coordinated before construction begins.
- Establishes measurable development milestones to ensure timely advancement of the project while protecting the City's interests, including:
    - Recordation of a Master Final Plat for the entire property within **two (2) years following the Close of Escrow**.
    - Construction of the off-site wet utility infrastructure, including waterlines, wastewater lines, lift station, and associated utility improvements along Houser Road and Eleven Mile Corner Road, within **four (4) years following the Close of Escrow**
    - If the Developer commences construction of the required off-site infrastructure before the City begins construction of the Houser Road Improvements, the City's repurchase rights automatically terminate.

- If the City commences the Houser Road Improvements first, the Developer must begin vertical construction on a residential or commercial portion of the project within **two (2) years** of the City's commencement of roadway construction, or the City's repurchase rights become exercisable.

- Requires annual development schedule updates and progress meetings between the Developer and City staff to monitor project implementation.

- Provides the City with a contractual repurchase right should the Developer fail to satisfy the established milestones, subject to notice, cure periods, force majeure provisions, and other protections contained within the Agreement.

In addition, it requires the Developer to design and construct significant public infrastructure improvements, including:

- Realignment of Houser Road west of Eleven Mile Corner Road;
- Installation of a four-way traffic signal at Houser Road and Eleven Mile Corner Road;
- Construction of a public wastewater lift station and force main;
- Waterline extensions and utility improvements;
- Required roadway dedications, landscaping, and transportation improvements.
- Establishes reimbursement mechanisms for oversized public infrastructure improvements through impact fee credits, direct reimbursement by the City when appropriate, and future buy-in agreements from benefiting developments utilizing oversized infrastructure.
- Commits the City to the construction of Houser Road improvements east of Eleven Mile Corner Road to State Route 87, contingent upon future grant funding and budget availability.
- Provides flexibility for phased development while ensuring public infrastructure improvements are completed concurrent with development and appropriately secured through performance assurances.

The proposed Development Agreement represents the next major milestone in implementing the Council's long-term vision for the redevelopment of the City's surplus property at Houser Road and Eleven Mile Corner Road.

The Agreement establishes a clear roadmap for implementation of the project by defining each party's responsibilities, establishing enforceable development milestones, and providing certainty regarding future infrastructure obligations. At the same time, the Agreement protects the City's interests through performance deadlines, annual project reviews, required financial assurances, and the City's contractual repurchase rights should the project fail to advance as contemplated.

Additionally, the Agreement ensures that major public infrastructure improvements necessary to support future growth, including roadway improvements, utility infrastructure, wastewater facilities, and transportation enhancements, are coordinated with private development in a manner that benefits both the project and the surrounding community.

Adoption of Resolution No. 26-1672 will approve the Development Agreement Contract No. 2026-003-COE between the City of Eloy and Eloy Community Development Partners, LLC, establishing the obligations, responsibilities, and timing for the phased development of the Houser Crossing Mixed-Use Project. Approval of the Agreement will facilitate the construction of public infrastructure, utility and roadway improvements, and other required development obligations while providing the certainty necessary for the Developer to proceed with final engineering, platting, financing, and future construction consistent with the City's vision for a high-quality mixed-use gateway development.

FISCAL IMPACT:

Approval of the Development Agreement does not modify the previously approved purchase price of **$1,486,000** established under the Purchase and Sale Agreement, nor does it alter the current scheduled close of escrow date of **November 19, 2026**, with the potential to extend through **May 2027** should all previously authorized extension periods be exercised pursuant to the Purchase and Sale Agreement.

Future City participation in infrastructure improvements identified within the Agreement will remain subject to funding availability, future Council appropriations, and the reimbursement provisions established within the Development Agreement.

Approved as to Form:



Stephen R. Cooper, City Attorney

RESOLUTION NO : 26-1672

(DEVELOPMENT AGREEMENT WITH ELOY COMMUNITY DEVELOPMENT PARTNERS, LLC)

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, AUTHORIZES THE MAYOR TO EXECUTE THE DEVELOPMENT AGREEMENT, CONTRACT NO. 2026-003-COE FOR AN APPROXIMATELY EIGHTY (80) ACRE PROPERTY LOCATED AT THE NORTHWEST CORNER OF ELEVEN MILE CORNER ROAD AND WEST OF HOUSER ROAD

WHEREAS, Arizona Revised Statutes §9-500.05 authorizes the City to enter into development agreements with persons having an interest in real property located in the City; and

WHEREAS, It is in the best interest of the City and the Owner to enter into Development Agreement Contract No. 2026-003-COE to establish the obligations, responsibilities, and timing associated with the development of the approximately 80-acre Houser Crossing Mixed-Use Project, generally located at the northeast corner of Houser Road and Eleven Mile Corner Road, including the construction of public infrastructure, utility improvements, roadway improvements, and other development obligations necessary to facilitate the phased development of the project; and

WHEREAS, the Development Agreement, Contract No. 2026-003-COE, is consistent with the portions of the City General Plan applicable to the property on the date of this Agreement is executed.

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 authorizes the Mayor, Andrew Sutton, to execute the Development Agreement, Contract No. 2026-003-COE.

Section 2. That the City Clerk is hereby directed to record the Development Agreement, Contract No. 2026-003-COE, in the Office of the Pinal County Recorder, Pinal County, Arizona, within ten (10) days of its execution by all parties.

PASSED AND ADOPTED by the City Council of the City of Eloy, Arizona, on July 13th, 2026.

APPROVED:

_____

Andrew Sutton, Mayor

ATTEST:

_____

Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

_____

Stephen Cooper, City Attorney

When Recorded Return to:

City of Eloy
City Clerk's Office
595 North C Street
Suite 104
Eloy, Arizona 85131

Contract No.: _____

Resolution No.: _____

DEVELOPMENT AGREEMENT

HOUSER CROSSING

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of _____, 2026 (the "Effective Date"), by and between the CITY OF ELOY, an Arizona municipal corporation ("City"), and ELOY COMMUNITY DEVELOPMENT PARTNERS, LLC, an Arizona limited liability company ("Developer"). City and Developer are sometimes referred to herein collectively as the "Parties," or individually as a "Party."

RECITALS:

A. The City owns or controls certain real property located generally at the northwest corner of Eleven Mile Corner Road and West Houser Road, also referenced as Pinal County Parcel No. 404-27-0150 (the "Property"), consisting of approximately eighty (80) acres, more particularly described in Exhibit A.

B. The City prepared the City of Eloy Request for Proposals (RFP) dated March 1, 2024 to solicit interest from potential developers who could facilitate development of the Land.

C. The Developer responded to the RFP through their formal proposal and letter of interest dated April 5, 2024.

D. The City and Eloy Community Development Partners LLC entered into a Purchase and Sale Agreement and subsequent amendments (collectively the "PSA") for acquisition and development of the Property as a mixed-use project known as Houser Crossing (the "Project") on May 12, 2025 with the close of escrow anticipated to occur on or about November 19, 2026, subject to extensions in accordance with the PSA ("Close of Escrow").

E. The Parties desire to enter into this Agreement to (i) set forth the obligations and commitments applicable to the Project; (ii) allocate responsibility for certain infrastructure

and public improvements; (iii) establish enforceable milestones and remedies; and (iv) satisfy the RFP and subsequent PSA requirements that the Parties execute a development agreement as a condition to closing.

F. This Agreement is a "development agreement" within the meaning of A.R.S. § 9-500.05 and is intended to run with the land and be binding upon successors and permitted assigns as provided herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and agreements set forth herein, the Parties state, confirm, and agree as follows:

1. Recitals

The Recitals set forth above are incorporated into this Agreement by this reference as though fully set forth herein.

2. Effective Date; Term; Recordation

2.1 Effective Date. This Agreement shall become effective upon approval by the Eloy City Council and execution by the Parties. Following execution, this Agreement shall be recorded in the Official Records of Pinal County, Arizona, at Developer's expense.

2.2 Term. The term of this Agreement shall be twenty (20) years commencing on the Effective Date (the "Term"), unless earlier terminated in accordance with this Agreement or extended by mutual written amendment approved by the City Council.

2.3 Effect of Termination/Expiration. Upon expiration or termination, the vested rights and obligations shall automatically terminate without Eloy council action except for those provisions that expressly survive, including indemnity, reimbursement obligations, and any recorded easements or dedications previously granted.

3. Project Description; Land Use; Concept Plan

3.1 Project Name. The Project shall be known as "Houser Crossing."

3.2 General Plan / Land Use Intent. The Parties acknowledge that the Project further described in RZPAD2025-004 (the "Rezone") contemplates a mixed-use plan that is consistent with the City's General Plan and, subject to City entitlements and approvals, that includes approximately 80 acres of mixed use development as generally reflected in the concept plan attached as Exhibit B.

3.3 No Waiver. City's review assistance, discussions, or conceptual feedback do not constitute approval or waiver of City Code requirements.

4. Vesting; Development Standards

4.1 Vesting. Subject to Developer's compliance with applicable Eloy City Codes and ordinances, the City agrees that the development standards, permitted uses, and conditions of approval as provided in the Rezone applicable to the Property as of the Effective Date shall govern the Project during the Term, except as otherwise provided herein and except for subsequently adopted regulations that are of general applicability and necessary to protect public health and safety.

4.2 Development Standards. The City and Developer shall establish and memorialize applicable development standards (including but not limited to setbacks, landscaping, open space, circulation, signage, lighting, and design standards) through the Rezone. Developer acknowledges that the City may require reasonable standards to ensure compatibility with surrounding development and the Eloy Municipal Airport context.

4.3 Master Final Plat and Master Infrastructure Improvements. Developer shall prepare and submit for the City's review and approval a Master Preliminary Plat for the subdivision of the Property into five (5) or more lots (hereafter, the "Development Lot(s)"). The Master Preliminary Plat application shall include preliminary engineering and infrastructure plans for the construction and improvement of all water, wastewater, and street infrastructure improvements within North Eleven Mile Corner Road and West Houser Road, together with all related offsite infrastructure improvements necessary to sufficient to serve the intended development of Development Lots and any upsizing of such improvement required by the City (hereafter, the "Master Infrastructure Improvements") in accordance the City Code, applicable Rezoning conditions of the approval, and this Agreement for the development of the property as contemplated in Exhibit C.

Prior to the recordation of the Master Final Plat for the Property, the developer shall submit and obtain approval of final engineering and infrastructure plans for the Master Infrastructure Improvements and provide the financial assurances acceptable to the City Attorney, City Manager, and City Finance Director for the Master Infrastructure Improvements for the applicable Development Lot and pursuant to Section 12.2. The Master Infrastructure Improvements shall be constructed with the development of the first Development Lot and in accordance with phasing in Section 5.

5. Phasing; Milestones; City Repurchase Provision; Reporting and Annual Review

5.1 Phasing. Developer may develop the Property in phases. Phasing plans shall be submitted with each Development Lot and shall identify the timing and sequencing of infrastructure, utilities, drainage, and transportation improvements required to serve each phase. Subject to the approval of the City Attorney, financial assurances may be released in accordance with the completion of improvements in each phase and pursuant to Section 12.

5.2 Key Milestones. To ensure timely development and protect the public interest, the Parties agree to the following milestone framework:

(a) Master Final Plat Recordation and Offsite Infrastructure Improvements Deadline. Developer shall record a Master Final Plat for all of the Property, which may be a Master Final Plat of five (5) or more lots (inclusive of the City wellsite), within two (2) years of Close of Escrow and

construct the wet offsite improvements (wet offsite improvements include: waterlines, wastewater lines, and lift stations) along the entire Eleven Mile Corner Road and West Houser Road Frontage, including wastewater connections to City's wastewater treatment plant and connection to the City's existing waterlines sized to serve the Property) within four (4) years of Close of Escrow. If Developer fails to record the Master Final Plat and construct the offsite improvements within these time periods, and such failure is determined to be caused by Developer (and not by City-caused delays or force majeure), the City at its sole discretion shall have the right to repurchase the Property, subject to the terms of this Agreement in Sections 5, 5.2(b), 5.3 and 5.4.
(b) Commencement of Offsite Improvements

If Developer commences construction of the offsite improvements to support any phase, and the City has not yet commenced the "Houser Road Improvements" as defined in Section 11, the City's repurchase right shall automatically terminate and be of no further force or effect as of the date of such commencement. For purposes of this section, "Commencement of Construction" shall mean issuance of a permit and commencement of the water, wastewater or road improvements beyond grading which includes without limitation pad preparation, excavation, utility installation, roadway construction, drainage improvements, foundation work, or other visible site development activity on any portion, phase or Development Lot of the Property.

If the City commences construction of the Houser Road Improvements prior to the Developer's commencement of offsite improvements, such commencement shall initiate a two (2) year period within which Developer must commence vertical construction of any portion of the Project, whether residential or commercial. For purposes of this section the City's "Houser Commencement" shall mean issuance of a permit and initiation of road improvements beyond grading. If Developer fails to commence construction within such two (2) year from the Houser Commencement, the City's repurchase right shall become exercisable in accordance with the terms of this Agreement. The commencement dates under this Section (b) may be extended by mutual agreement of the Parties except that if grading for any offsite improvement has commenced within 30 days prior to the applicable commencement deadline, the deadline will automatically extend for 60 days. Notwithstanding the foregoing, if Developer commences vertical construction of any portion of the Project at any time following the City's commencement of construction of Houser Road, the City's repurchase right shall automatically terminate.

All milestone dates may be adjusted only by written agreement approved by the City Manager (for minor adjustments under 90 days) or City Council (for material adjustments beyond 90 days). City acknowledges that acquisition of easements, rights-of-way, abandonments, or other property rights from third parties may be required for improvements. To the extent Developer is pursuing such rights through commercially reasonable efforts, which shall mean to negotiate with the applicable third parties without requiring Developer to accept unreasonable terms or pay consideration materially in excess of the fair market value of the property interest being acquired, as reasonably supported by one or more appraisals, deadlines applicable to Developer shall be automatically extended and tolled for the period of such delay, and Developer shall not be deemed in default for failure to timely acquire such rights.

5.3 Repurchase Price and Reimbursement. The City shall have the sole right to repurchase the real property as set forth in this Section and Section 5.4. In the event of a repurchase, the City may repurchase the Property at fair market value, as determined by an MAI-designated appraiser mutually selected by the City and Developer, as of the date of the City's election under Section 5.4, but in no event for less than the full purchase price paid by the Developer at the original closing. No reimbursement or payment of any additional costs, fees, expenses, or improvements incurred by the Developer shall be owed in connection with such repurchase.

5.4 Repurchase Procedure. The City shall provide written notice of its intent to exercise the repurchase right, identify the applicable trigger, and provide a reasonable cure period not less than sixty (60) days for Developer to demonstrate compliance or excusable delay. If the City proceeds, closing shall occur within ninety (90) days after final determination of repurchase price unless extended by mutual agreement of the Parties.

5.5 Annual Meeting / Schedule Updates. Developer shall submit an anticipated development schedule to the City following recordation of the first Master Final Plat and shall meet with City staff at least annually to review progress and propose schedule adjustments.

6. Water Supply; Southern Well Site; Platting Requirements

6.1 Water Supply Assurance. City represents and warrants that it has sufficient water resources to serve the Property and shall provide a 100-year assured water supply determination for the Project per Eloy Subdivision Code Section 15-5-3(C). Developer's obligation to record the Master Final Plat is contingent upon the City issuing such determination. The City's issuance of the 100-year assured water supply shall be subject only to Developer's compliance with this Agreement and satisfaction of applicable infrastructure, engineering, and capacity requirements.

6.2 Well Sites. Two City well sites are affected by the Project: Well Site 1 located within the Project area ("Well Site 1") and Well Site 2 located within the proposed Houser Road realignment area ("Well Site 2").

The Houser Road alignment shall be designed to accommodate and preserve Well Site 2 in its existing location, with anticipated location of Well Site 2 within the future roadway median. The continued viability and ultimate location of Well Site 2 will be determined by the City and Arizona Department of Water Resources ("ADWR"). The Developer obligations shall be limited to burying and capping Well Site 2, and all other costs and responsibilities relating to Well Site 2 shall be borne by the City. Upon completion of the Developer's burial and capping obligations, the Developer shall have no further obligation with respect to Well Site 2.

In connection with approval of the Master Final Plat, Developer shall abandon Well Site 1 at Developer's sole cost and expense. Upon completion of such abandonment, the Developer shall have no further obligation with respect to Well Site 1.

6.3 Minimum Lot Configuration / Utility Parcels. Developer acknowledges that platting or subdividing the Property into five (5) or more Development Lots (not including the well site) may be necessary to facilitate the Project. Developer shall include utility/infrastructure parcels as required by City engineering standards and this Agreement.

The Parties acknowledge that this Section 6.2 is intended to amend and supersede the provisions of the PSA, as amended, relating to Well Site 1. Except as expressly modified by this Section 6.2, the Purchase and Sale Agreement shall remain in full force and effect.

7. Transportation Improvements and Traffic Mitigation

7.1 Houser Road Realignment (west of Eleven Mile Corner Road). Developer shall design and construct, at Developer's cost in coordination with the City, the realignment of the west leg of Houser Road along the southern boundary of the Property from Eleven Mile Corner Road to the Property's western boundary, as generally depicted on the Houser Realignment Concept Map, attached hereto as Exhibit D. The Houser Road realignment shall consist of sixty-five (65) feet half-street improvements, measuring approximately fifty-three (53) feet from centerline to back of curb, providing three (3) westbound through lanes. Pavement for three lanes shall be provided but initially striped for one (1) lane each direction. Median improvements shall be deferred unless the south side of Houser Road is improved by others. Final alignment and design shall be subject to City Engineer approval.7.2 Four-Way Traffic Signal. Developer shall design and install (or cause to be installed) a four-way traffic signal at the intersection of Houser Road and Eleven Mile Corner Road, subject to City jurisdictional requirements and subject to the timing in the approved Transportation Impact Analysis ("TIA") which shall include a proportionality assessment. Notwithstanding the foregoing, Developer's obligation to commence the design and installation of the traffic signal is contingent upon the City completing the design of the roadway improvements east of Houser Road and acquiring any necessary right-of-way.

7.3 External Half-Street Dedications / Reservations. Developer shall provide any necessary half-street dedications or reservations required to serve the Project, with the width and limits to be determined through engineering review and consistent with adopted roadway cross-sections.

7.4 Landscaping Adjacent to Right-of-Way. Developer shall install required landscaping within or adjacent to Houser Road and 11 Mile Corner Road consistent with the Rezone and City standards and shall be responsible for maintenance unless and until a dedicated public landscaping maintenance district or other approved mechanism is established.

7.5 West Tonto Alignment Roadway. The Developer agrees to dedicate south half of the right-of-way for a Collector Street along the entire West Tonto frontage of the Property; provided, however, that the extent, location, and configuration of such right-of-way, including whether a half street or otherwise is needed, shall be determined based on the TIA approved by the City If any portion of such right-of-way is abandoned or released by the City, Developer shall have no obligation to dedicate such portion or construct any related improvements.

8. Wastewater Improvements: Lift Station, Force Main, Operations and Maintenance

8.1 Public Wastewater Lift Station. Developer shall design and construct a public wastewater lift station to pump wastewater to the City's wastewater treatment facility, in cooperation with the City on final design. It is anticipated that the lift station will be located on offsite City-owned land, as generally depicted on the Wastewater Lift Station and Force Main Concept Map attached

hereto as Exhibit E, with the final location and design to be determined through the design and platting process and subject to City approval.

8.2 Force Main. Developer shall design and construct the necessary force main and any associated appurtenances required to connect the lift station to the City system. The Parties shall determine installation timing and sizing through engineering analysis the Wastewater Lift Station and Force Main Concept Map attached hereto as Exhibit E.

8.3 Operations and Maintenance. Prior to acceptance of the lift station and force main by the City, Developer shall submit an operations and maintenance plan. Upon completion and approval by the City's Engineer the City shall accept the lift station, force main, and associated appurtenances.

9. Waterline Service; Upsizing

9.1 Service from Existing 12-Inch Line. The Parties acknowledge that the Project is anticipated to be served from a proposed water line in Eleven Mile Corner Road and an existing 12-inch water line located along West Houser Road, and that improvements, including extension and potential realignment of such line, may be required in connection with improvements to West Houser Road and Eleven Mile Corner Road, subject to City engineering confirmation and capacity review.

9.2 Off-Site Extensions, Realignments, and Upsizing. If off-site extensions, realignments, or upsizing of off-site infrastructure are required to serve the Project or other planned development, such upsizing shall be subject to reimbursement under Section 10 of this Agreement.

10. Reimbursement, Development Impact Fees, and Infrastructure Financing.

10.1 Development Impact Fees. Subject to this Agreement and applicable law, Developer shall pay all generally and uniformly applicable impact fees imposed by the City in accordance with A.R.S. § 9-463.05 at the time of permit issuance. To the extent Developer provides or funds Oversized Public Infrastructure Improvement as described in 10.2, Developer shall receive a credit equal to such value or cost of the Oversized Public Infrastructure Improvement ("Impact Fee Credit"), applied against any impact fees, whether now existing or hereafter adopted, imposed by the City and applicable to the Property. Impact Fee Credits shall be applied at up to one hundred percent (100%) of the applicable impact fee per building permit until exhausted and may be applied across applicable impact fee categories to the extent permitted by law. To the extent Impact Fee Credits are not fully utilized through the payment of impact fees, Developer shall be entitled to reimbursement through other mechanisms provided in Section 10.4.

10.2. Oversized Public Infrastructure Improvement. Public improvements provided by Developer that exceed the Project limits or provide benefits to the City or include excess or oversized capacity beyond what is necessary to serve the Project are "Oversized Infrastructure Improvements". Developer shall be reimbursed for the design and construction costs of Oversized Infrastructure Improvements, defined as the difference between the cost of materials and labor for the construction/installation of the size or capacity of the Oversized Infrastructure Improvement required to the serve the Project and the design and construction costs of any

oversized component of the Oversized Improvement, or as otherwise mutually agreed to by the City Engineer ("Oversizing Costs").

10.3 Right-of-Way for Off-Site Infrastructure Improvements. City acknowledges that Developer does not control the land on which the Offsite Infrastructure Improvements shall be constructed. Developer shall be responsible, to the extent not completed by the City or others, for acquiring the right(s)-of-way necessary for the Off-Site Infrastructure Improvements through commercially reasonable efforts with the property owners. Developer shall follow the requirements set forth in A.R.S., Title 12, for the acquisition of any such property as if Developer were a government entity obtaining property by eminent domain and work with the City's Real Estate Manager from the beginning of the negotiation process to ensure compliance with applicable State statutes and to expedite the process. City will make best efforts to support Developer's efforts to acquire right-of-way. If Developer is unable to acquire the right(s)-of-way within a reasonable timeframe and after the exercise of reasonable diligence, then Developer shall request in writing that the City initiate eminent-domain proceedings to acquire the right(s)-of-way. City shall be the arbiter of whether or not Developer has exhausted its ability to negotiate with the property owner, but shall be reasonable in its judgment. Once the City has determined that Developer has exhausted its ability to negotiate with the property owner, the City shall promptly proceed in accordance with the State's eminent domain laws, (A.R.S. 12-1111, et. Seq.) and use its best efforts to expedite acquisition. If Developer has provided a written request to the City to initiate eminent domain proceedings for all or part of any Off-Site Roadway Improvement and City has not found within fifteen (15) days of such request that Developer failed to exhaust its ability to negotiate with the property owner, then City shall not withhold any final plat approval, issuance of building permits or certificates of occupancy, or any approvals necessary for development of the Project based on Developer's inability to dedicate right-of-way or construct all or part of any Offsite Infrastructure Improvement.

10.4. Estimated Budget. For each Oversized Infrastructure Improvement described in this Agreement there shall be an estimated budget that has been reviewed and approved by the City and includes a more comprehensive description of the Oversized Infrastructure Improvement ("Estimated Budget"). The Estimated Budget may be amended from time to time by Developer, subject to the review and approval of the City, which shall not be unreasonably withheld, conditioned or delayed, and shall thereafter be deemed to have been incorporated into this Agreement.

10.5. Reimbursement Hierarchy. Unless otherwise agreed in writing between City and Developer, reimbursement to Developer for Oversized Infrastructure Improvements shall follow the hierarchy set forth in this Section. City shall, upon acceptance of an Oversized Infrastructure Improvement, (i) pay Developer directly ("Direct Payment") for Oversizing Costs; (ii) If City cannot pay the Direct Payment at the time of acceptance, then such reimbursement shall occur through Impact Fee Credits per Section 10.1; and, (iii) to the extent Developer is not paid in full for its Oversizing Costs through Direct Payment or Impact Fee Credits, Developer shall be paid back by surrounding property Developers pursuant to Sections 10.5.

Direct Payment shall be made within ninety (90) days after City acceptance of the applicable Oversized Infrastructure Improvement. Any unpaid amounts shall accrue interest at the rate of one percent (1%) per month, or the maximum rate permitted by law, whichever is less, until paid.

10.6 Payback Provisions. To the extent Developer is not reimbursed for the full Design and Construction Costs of any Oversized Infrastructure Improvement by Direct Payment or Impact Fee Credits at set forth in Sections 10.4, then Developer shall be paid back by surrounding property Developers as set forth below ("Payback Provisions").

10.6.1. Benefited Area. For each Oversized Infrastructure Improvement described in this Agreement there shall be an exhibit attached hereto depicting the area benefited by the Oversized Infrastructure Improvement ("Buy-In Area"). Any person developing property in the Buy-In Area during the term of this Agreement shall be required by the City to utilize the Oversized Infrastructure Improvement.

10.6.2. Buy-In Fee. Any person utilizing an Oversized Infrastructure Improvement described in this Agreement shall be required to pay a buy-in fee, which shall be calculated using a spreadsheet attached hereto as an exhibit ("Buy-In Fee"). The initial Buy-In Fee is based upon the Estimated Budget for each Oversized Infrastructure Improvement and is subject to change upon completion and acceptance of the Oversized Infrastructure Improvement and the determination of the actual Design and Construction Costs for the Oversized Infrastructure Improvement, provided such improvements are completed during the Term of this Agreement. If the Oversized Infrastructure Improvement is not completed during the Term, the Buy-In Fee will only be based on the Estimated Budget. If no portion of the construction of the Oversized Infrastructure Improvement has been approved by the City during the Term, no Buy-In Fee may be assessed against any property within the Buy-In Area.

10.6.3. Financing Mechanisms. Nothing in this Agreement shall prohibit Developer from pursuing any infrastructure financing mechanism authorized by applicable law; provided, however, that such financing mechanism shall not alter the reimbursement hierarchy set forth in Section 10.5 unless otherwise approved by the City Council.

10.7. Financing and Encumbrances. Until the purchase price for the Property has been padi in full under the Purchase and Sale Agreement, Developer shall not encumber the Property, or any of the portion thereof, without the City's prior written consent. This Section shall not prohibit City-approved easements, dedications, plats, subdivision documents, financing statements relating solely to personal property, utility agreements, or other documents reasonably required in connection with the development of the Property.

11. City Houser Road Improvements (Eleven Mile Corner Road to Highway 87)

11.1 The Parties acknowledge that the City will construct paving improvements to Houser Road east of the Project, extending from Eleven Mile Corner Road to State Route 87, consisting of two (2) travel lanes, and a required turn lane, of paved roadway, together with construction of a bridge over the canal at its ultimate width. No curb, gutter, sidewalks, or additional roadway

improvements shall be required to provide access sufficient to serve the uses of the Property (collectively, the "Houser Road Improvements").

The City's obligation to commence paving improvements to Houser Road Improvements is expressly contingent upon the City's receipt of sufficient funding for the project, including funding pursued in coordination with the City's application to the Sun Corridor Metropolitan Planning Organization for this project. Subject to the receipt of such funding, construction of the City's Houser Road Improvements is currently anticipated to begin in or about calendar year 2029.

Failure by the City to obtain such funding, or delays associated with the application for, review of, or award of such funding, shall not constitute a default, breach, or failure of performance by the City under this Agreement.

12. Permits; Conditions; Performance Security; Acceptance

12.1 Permits and Approvals. Developer shall obtain all entitlements, permits, and approvals required for each phase, including but not limited to zoning, site plan, engineering, and building permits. Approvals remain subject to applicable City ordinances and standards.

12.2 Performance Security. Prior to approval of final plats or issuance of permits that rely upon required public infrastructure for the Project, Developer shall provide financial assurances (bond, letter of credit, or other City-approved security) guaranteeing completion of required improvements, consistent with City requirements. Except for fee simple single-family detached residential lots intended for individual sale, Developer may elect to utilize a Certificate of Occupancy Hold ("CofO Hold") as the assurance mechanism until the necessary improvements have been completed to serve the applicable phase. The CofO Hold shall be released upon the City Engineer's determination that the improvements serving the applicable phase, lot, or portion of the Project have been substantially completed in accordance with the approved plans and accepted by the City. 12.3 Dedications and Easements. Developer shall provide all required dedications and easements for public facilities and utilities in a form approved by the City Attorney.

12.4 Acceptance. The City is not obligated to accept any infrastructure until it is completed in accordance with City standards and accepted through the City's customary process.

13. Sale of Lots; Partial Releases; Amendment Flexibility

13.1 Sales to End Users. The Parties acknowledge that portions of the Property may be subdivided and sold to end users or builders. The City may agree to partial releases or terminations applicable to specific subdivided parcels only if (i) all obligations applicable to such parcels are satisfied or secured; and (ii) the City Council (or City Manager where authorized) approves such release in writing as depicted in Exhibit F.

13.2 Amendments After Parcel Sales. The Parties may amend this Agreement to address changes affecting individual parcels/ownership groups, provided such amendments do not materially

impact other parcels or City infrastructure obligations and are approved in accordance with Section 16.2.

14. Default; Remedies; Dispute Resolution

14.1 Default. Failure by Parties to timely perform any material obligation, meet milestones (as adjusted), or maintain required security constitutes a default. Developer shall not be deemed in default to the extent such failure is caused by City-caused delay, force majeure, or required third-party participation, including inability to obtain necessary property rights despite commercially reasonable efforts. In such event, the City shall, upon request, reasonably cooperate to facilitate acquisition of such rights, and Developer's obligations, including timing requirements, shall be suspended for the duration of such delay.

14.2 Notice and Cure. In the event of a default, except for emergency situations affecting health and safety, the Parties shall provide written notice of default and a cure period of not less than thirty (30) days, which may be extended for reasonable time if cure is diligently pursued and requires more time.

14.3 Remedies. Upon uncured default and after the applicable notice and cure provisions set forth herein, the non-defaulting Party may exercise any remedy at law or in equity.

14.4 Dispute Resolution; Litigation Moratorium.

(a) Good Faith Negotiation. If a dispute arises under this Agreement, the Parties shall first attempt in good faith to resolve the dispute through informal discussions between senior representatives.

(b) Mediation Moratorium. If the dispute is not resolved, the Parties agree to a forty-five (45) day hold on litigation during which they will attempt to settle the dispute by non-binding mediation conducted under Arizona commercial mediation rules. Mediator costs shall be shared equally, unless otherwise agreed.

(c) Litigation. If the dispute is not resolved following the mediation period, either Party may pursue litigation in a court of competent jurisdiction and pursuant to Section 14.5.

(d) Emergency Action. Nothing in this Section limits the City's ability to take emergency action as reasonably necessary to protect public health and safety or to enforce permit conditions.

14.5 Governing Law; Venue; Jury Trial Waiver.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

(b) Venue for any action arising out of this Agreement shall lie exclusively in Pinal County, Arizona, and the Parties consent to the exclusive jurisdiction of the Pinal County Superior Court..

(c) To the fullest extent permitted by law, the Parties waive the right to a trial by jury in any action arising out of this Agreement.

15. Assignment; Transfers; Change in Control

15.1 Consent Required. Developer may not assign this Agreement or transfer a controlling interest without prior written City notice, except as provided herein. Notwithstanding the foregoing, Developer may assign this Agreement, in whole or in part, without City consent to (i) a purchaser of all or any portion of the Property, if the required offsite improvements to serve that portion of the Property have been completed or adequate assurance for completion of such improvements has been provided, together with the purchaser's written acknowledgment of the obligation to complete such improvements, (ii) a builder or end user acquiring a subdivided parcel or lot, or (iii) an affiliate controlling, controlled by, or under common control with Developer, provided the assignor and transferee comply with this Section. For all other transfers, City consent is required and City consent may not be unreasonably withheld to protect municipal interests.

15.2 Assumption Agreement. Any permitted transferee shall execute an assumption agreement, in a form approved by the City Attorney (Exhibit G), assuming only those obligations applicable to the transferred parcel or interest. Developer shall remain responsible for obligations that survive or are not assigned by a City-approved written agreement. Evidence of financial capacity may be required only if the transferee assumes responsibility for construction of public infrastructure..

16. General Provisions

16.1 Notices. Notices shall be in writing and delivered as set forth in Exhibit H.

16.2 Amendment. This Agreement may be amended only by written instrument approved by the City Council and executed by both Parties, and recorded if required by law. Notwithstanding the foregoing, amendments, clarifications, and administrative adjustments that are substantially similar to the terms of this Agreement and that do not materially alter the rights, obligations, or intent of the Parties may be mutually approved in writing by the City Manager and the Developer without further City Council approval.

16.3 Severability. If any provision is held invalid, the remaining provisions shall remain in full force to the extent allowed by law.

16.4 Governing Law. Arizona law governs this Agreement.

16.5 Attorneys' Fees. In any action to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.

17. City Contract Administrator

17.1 Designation. The City Manager shall designate a City staff member (the "Contract Administrator") to administer day-to-day implementation of this Agreement, coordinate reviews and submittals, monitor compliance, and serve as the primary City point of contact. The Contract Administrator shall have no authority to amend this Agreement, waive material terms, or bind the City except as expressly authorized in writing by the City Council or City Manager (as applicable).

17.2 Reliance. Developer may rely on written direction of the Contract Administrator regarding procedural matters; however, no such direction may modify the substantive obligations of the Parties or waive City Code requirements.

18. Notices; Change of Address

18.1 Notices. All notices, demands, requests, approvals, consents, and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or mailed by certified U.S. Mail, return receipt requested, postage prepaid, to the addresses set forth in Exhibit H (Notice Addresses), or to such other address as a Party may designate by a recorded Change of Address Notice in the form attached as Exhibit H.

18.2 Effective Date of Notice. Any notice shall be effective upon the earliest of (a) actual receipt, (b) three (3) business days after deposit in certified U.S. Mail, or (c) one (1) business day after deposit with an overnight courier.

19. Computation of Time; Time of the Essence

19.1 Computation of Time. In computing any period of time under this Agreement, the date of the act or event from which the designated period begins to run shall not be included. The last day of the period shall be included unless it falls on a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day that is not a Saturday, Sunday, or legal holiday. Unless otherwise stated, performance shall be due by 5:00 p.m. (Arizona time) on the due date.

19.2 Time is of the essence as to the performance of all obligations and milestones stated in this Agreement.

20. Force Majeure

20.1 Force Majeure Event. Neither Party shall be deemed in default nor liable for any delay or failure in performance to the extent caused by events beyond the reasonable control of the affected Party, including acts of God; floods; fires; earthquakes; war; terrorism; civil unrest; governmental orders, moratoria, or delays; pandemics; strikes or labor disturbances; shortages of materials, labor, power, or transportation; or the acts or omissions of the other Party (each, a "Force Majeure Event").

20.2 Notice and Mitigation. The affected Party shall provide prompt written notice describing the Force Majeure Event and shall use commercially reasonable efforts to mitigate the effects. Deadlines shall be extended only for the period of actual delay caused.

21. Conflict of Interest; Statutory Cancellation

21.1 Conflict of Interest. This Agreement is subject to A.R.S. §§ 38-503 and 38-511. No member, official, or employee of the City shall have a personal interest, direct or indirect, in this Agreement, and this Agreement may be canceled as provided by law.

24. Entire Agreement; Exhibits; No Third-Party Beneficiaries

24.1 Entire Agreement. This Agreement, together with its Exhibits and any documents expressly incorporated by reference, constitutes the entire agreement between the Parties regarding the subject matter and supersedes all prior negotiations, drafts, discussions, and understandings.

24.2 Exhibits. All exhibits referenced herein are incorporated into and made an integral part of this Agreement for all purposes.

24.3 No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any right, claim, or cause of action in favor of any person or entity other than the Parties and their permitted successors and assigns.

25. Authority; Good Standing; Counterparts; Electronic Signatures

25.1 Authority. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of its state of formation and has full power and authority to enter into and perform this Agreement.

25.2 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together constitute one instrument. Signatures delivered electronically shall be effective as originals.

26. Headings; Waiver; Severability

26.1 Headings are for convenience only and do not define, limit, or describe the scope or intent of any provision.

26.2 Waiver. No delay or failure by any Party to exercise any right or remedy shall constitute a waiver. No waiver is effective unless in writing and signed by the Party against whom the waiver is asserted.

26.3 Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect to the maximum extent permitted by law.

27. Recordation; Legal Descriptions; Updates to Exhibits

27.1 Recordation. This Agreement shall be recorded in its entirety in the public records of the Office of the Pinal County Recorder within ten (10) days after full execution by the Parties, unless otherwise directed by the City Attorney.

27.2 Legal Descriptions and Maps. Developer shall, at its sole cost and expense, prepare and provide accurate legal descriptions and maps for the Property and any subsequent lots, parcels, easements, or dedications referenced in this Agreement. All legal descriptions and maps shall be prepared by an Arizona-registered surveyor and be in a form acceptable to the City for recordation.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF ELOY, an Arizona municipal corporation

APPROVED:

_____
Andrew Sutton, Mayor

ATTEST:

_____
Michelle Hall, City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney

DEVELOPER: ELOY COMMUNITY DEVELOPMENT PARTNERS, LLC
Managers: Coast2Coast Equities Inc. (Fla. Inc.)
By Stephen Matley, President AND
Douglas & Sons Development Group LLC (Fla. LLC)
By Douglas Miller, Manger

By: _____
Stephen Matley, President- Coast2Coast Equities Inc.

Its: President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California
County of San Diego

On this 9th day of July, 2026 before me personally appeared Stephen Matley, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

_____
Notary Public

My Commission Expires: 10/06/2028

C. FUGATE
COMM. #2501559
NOTARY PUBLIC-CALIFORNIA
SAN DIEGO COUNTY
My Commission Expires
OCTOBER 6, 2028

By: _____
Douglas Miller, Manager- Dougals & Sons Development Group LLC

Its: Chief Executive Officer

STATE OF Florida)
)
County of Orange)

On this 7th day of July, 2026, before me personally appeared Douglas Miller, whose identity was proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this document, and who acknowledged that he/she signed the above/attached document.

_____
Notary Public

My Commission Expires: 07/31/2027

Notary Public State of Florida
Augustine M. Fragala III
My Commission HH 426908
Expires 7/31/2027

EXHIBITS

Exhibit A – Legal Description of Property (Parcel 404-27-0150)

Exhibit B – Concept Plan Map

Exhibit C – Master Infrastructure Improvement

Exhibit D – Houser Realignment Concept Map

Exhibit E – Wastewater Lift Station and Force Main Concept Map

Exhibit F – Partial Assignment and Assumption of Development Agreement

Exhibit G – Assignment and Assumption of Development Agreement

Exhibit H – Change of Address Notice

Exhibit I – Release of Development Agreement

Bowman
CONSULTING

November 21, 2025
Project # 051879-01-001

LEGAL DESCRIPTION
RESIDENTIAL

THAT PORTION OF LOT 15, OF SANTA CRUZ RANCHES, ACCORDING TO THE SURVEY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET B, SLIDE 138, BEING SITUATED IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 15;

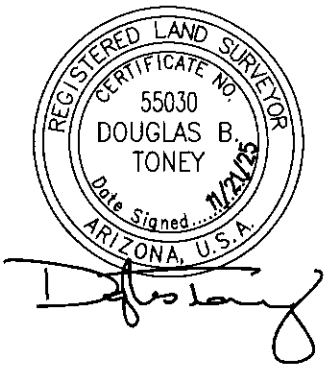
THENCE SOUTH 00°09'38" EAST, ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 1930.54 FEET;

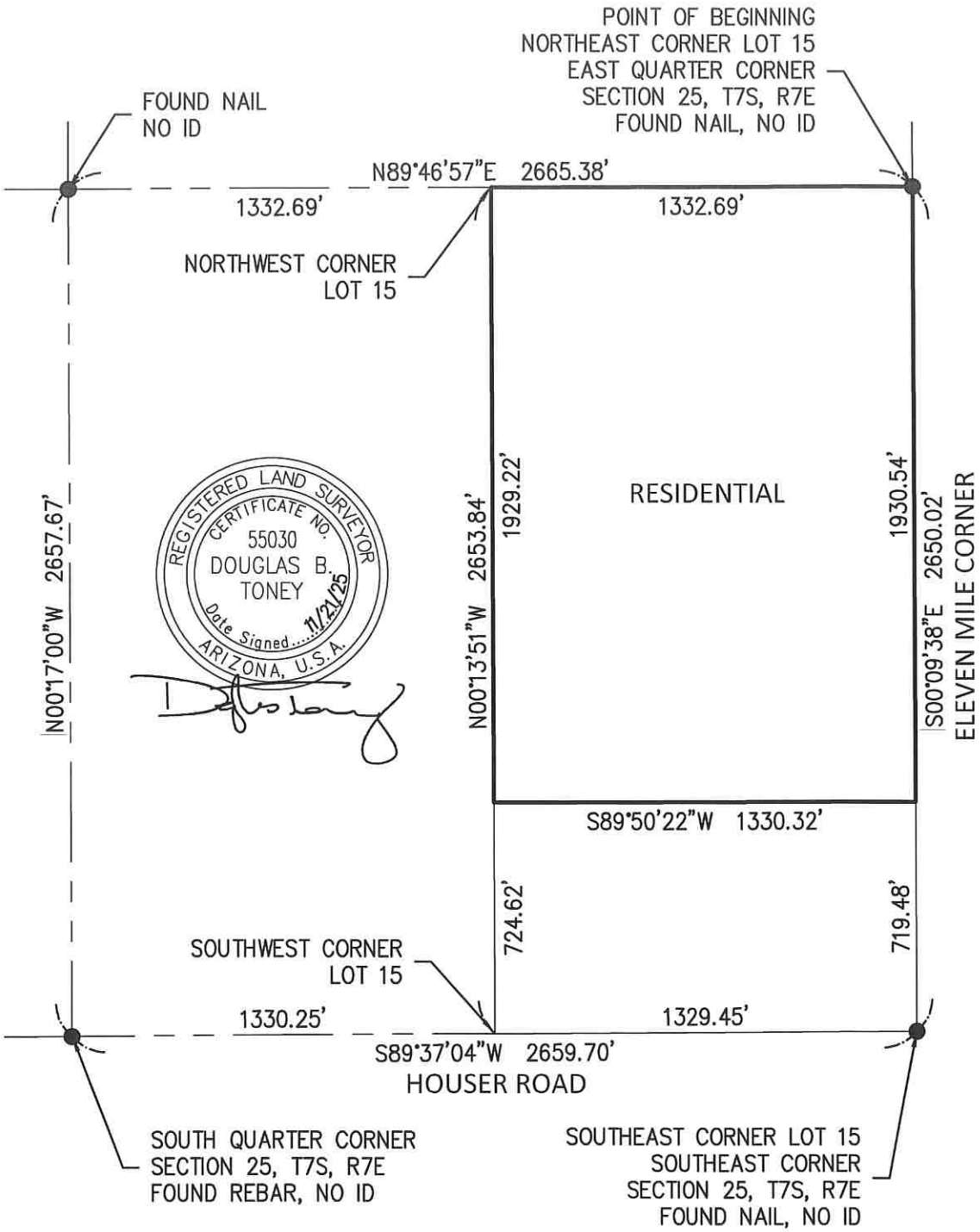
THENCE DEPARTING SAID EAST LINE, SOUTH 89°50'22" WEST, A DISTANCE OF 1330.32 FEET TO THE WEST LINE OF SAID LOT 15;

THENCE NORTH 00°13'51" WEST, ALONG SAID WEST LINE, A DISTANCE OF 1929.22 FEET TO THE NORTHWEST CORNER OF SAID LOT 15;

THENCE NORTH 89°46'57" EAST, ALONG THE NORTH LINE OF SAID LOT 15, A DISTANCE OF 1332.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,569,644 SQ.FT. OR 58.9909 ACRES, MORE OR LESS.





SHEET 1 OF 1	DATE: 11/21/25	EXHIBIT RESIDENTIAL	
		BY: DT | CHK: | QC:	
		BCG PROJECT NO: 051879-01 TASK: 001 CLIENT REF NO:	

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com

Bowman
CONSULTING

November 21, 2025
Project # 051879-01-001

LEGAL DESCRIPTION
COMMERCIAL

THAT PORTION OF LOT 15, OF SANTA CRUZ RANCHES, ACCORDING TO THE SURVEY OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET B, SLIDE 138, BEING SITUATED IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 7 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 15;

THENCE SOUTH 00°09'38" EAST, ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 1930.54 FEET TO THE POINT OF BEGINNING;

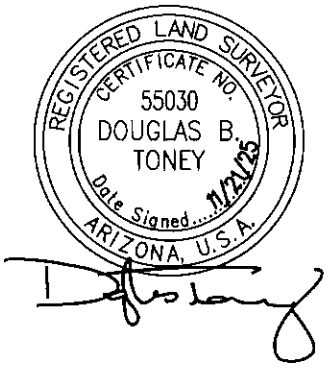
THENCE CONTINUING SOUTH 00°09'38" EAST, ALONG THE EAST LINE OF SAID LOT 15, A DISTANCE OF 719.48 FEET TO THE SOUTHEAST CORNER OF SAID LOT 15;

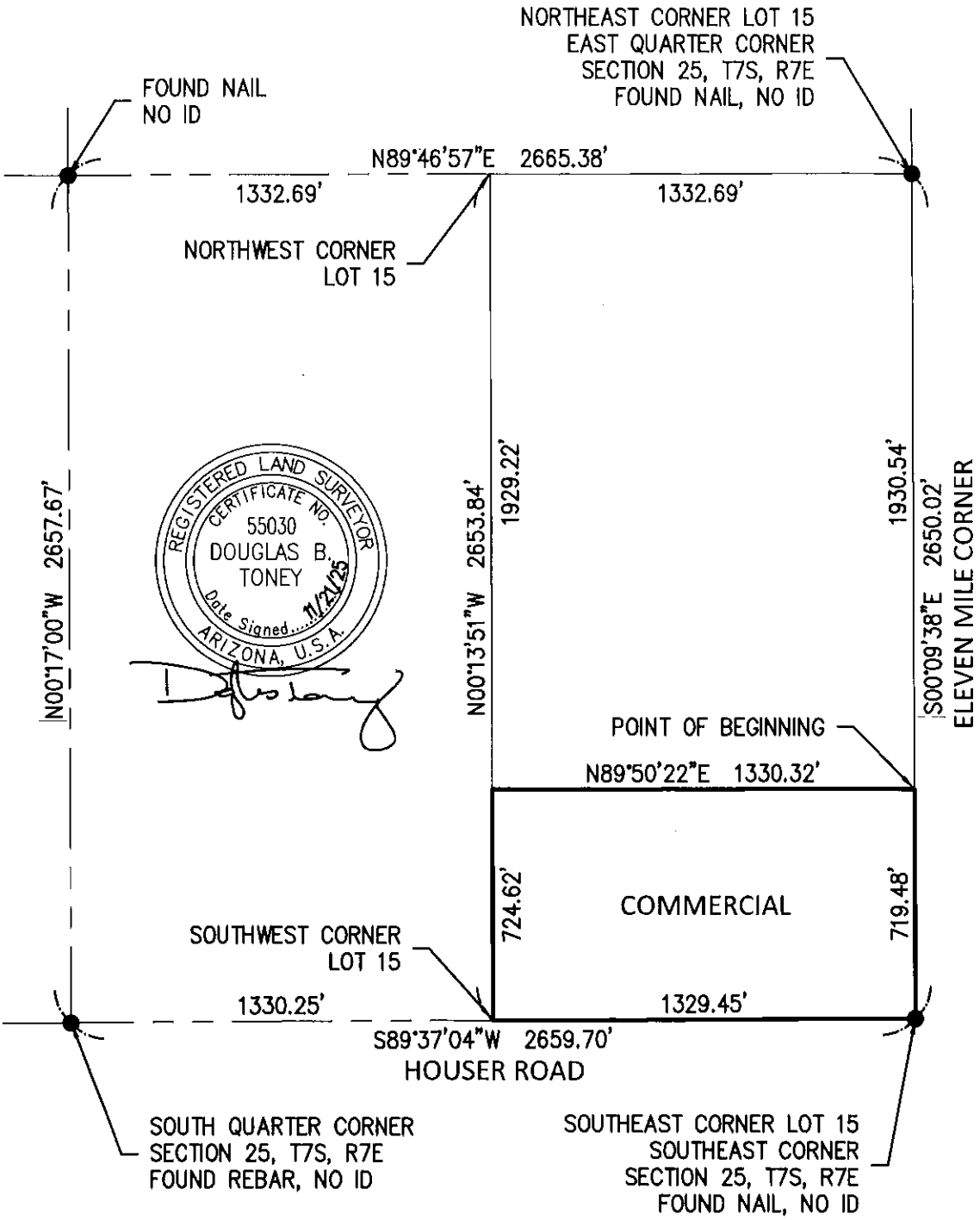
THENCE SOUTH 89°37'04" WEST, ALONG THE SOUTH LINE OF SAID LOT 15, A DISTANCE OF 1329.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 15;

THENCE NORTH 00°13'51" WEST, ALONG THE WEST LINE OF SAID LOT 15, A DISTANCE OF 724.62 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89°50'22" EAST, A DISTANCE OF 1330.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 960,244 SQ.FT. OR 22.0442 ACRES, MORE OR LESS.





SHEET 1 OF 1	DATE: 11/21/25	EXHIBIT COMMERCIAL	
		BY: DT | CHK: | QC:	
		BCG PROJECT NO: 051879-01 TASK: 001 CLIENT REF NO:	

Bowman CONSULTING
1600 N Desert Drive, #210
Tempe, AZ 85288
Phone: (480) 629-8830
Fax: (480) 629-8841
www.bowman.com



Conceptual Plan Data:

Parcel:	Approx.Net Ac:	Proposed Use:	Units/Lots:	Lot Size:	DU/Net Ac:
A.	14.6	Commercial Center	N/A	N/A	N/A
B.	3.0	Self-Storage	N/A	N/A	N/A
C.	19.9	Multi-Family Apts.	360	N/A	18.09
D.	20.0	Multi-Family B.T.R	190	N/A	9.50
E.	16.0	SFR Community	87	40x105'	5.44
Totals:	73.5		637		8.67

Note: This plan is conceptual and subject to revision based on additional site studies and agency review & approval. All calculations are approximate. Net acreage calculation excludes future Houser Road and 11 Mile Corner street rights-of-ways. Not for construction

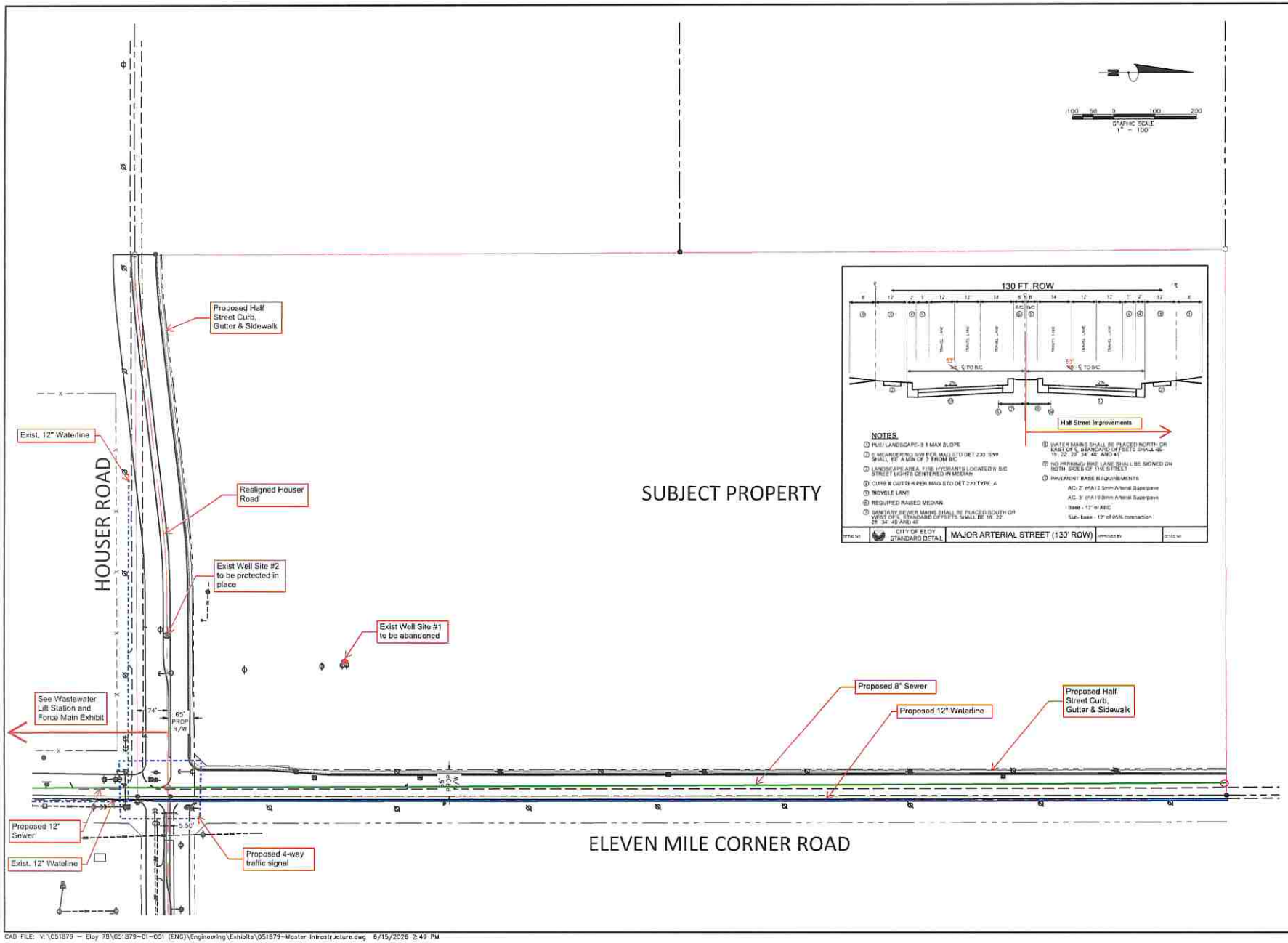
Multi-Family Unit Mix:

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

Parking:

Parcel:	Required Spaces:
A.	552
B.	5
C.	558
D.	308
E.	174 (2/Lot)

Note: Parking requirements based on use per City of Eloy Zoning Ordinance



Bowman

Bowman Consulting Group, Ltd.
6151 N. Sunset Blvd Ste 205
Glendale, Arizona 85305
Phone: (480) 629-0000
www.bowman.com

EXHIBIT C-MASTER INFRASTRUCTURE EXHIBIT

HOUSER CROSSING

ELOY, AZ

PINAL COUNTY

Preliminary Not For Construction

PLAN STATUS

DATE	DESCRIPTION	
DMF DESIGN	DMF DRAWN	DMF CHKD

SCALE H: V:

JOB No. 051879-01-001

DATE : 6/15/2026

SHEET 1 OF 1

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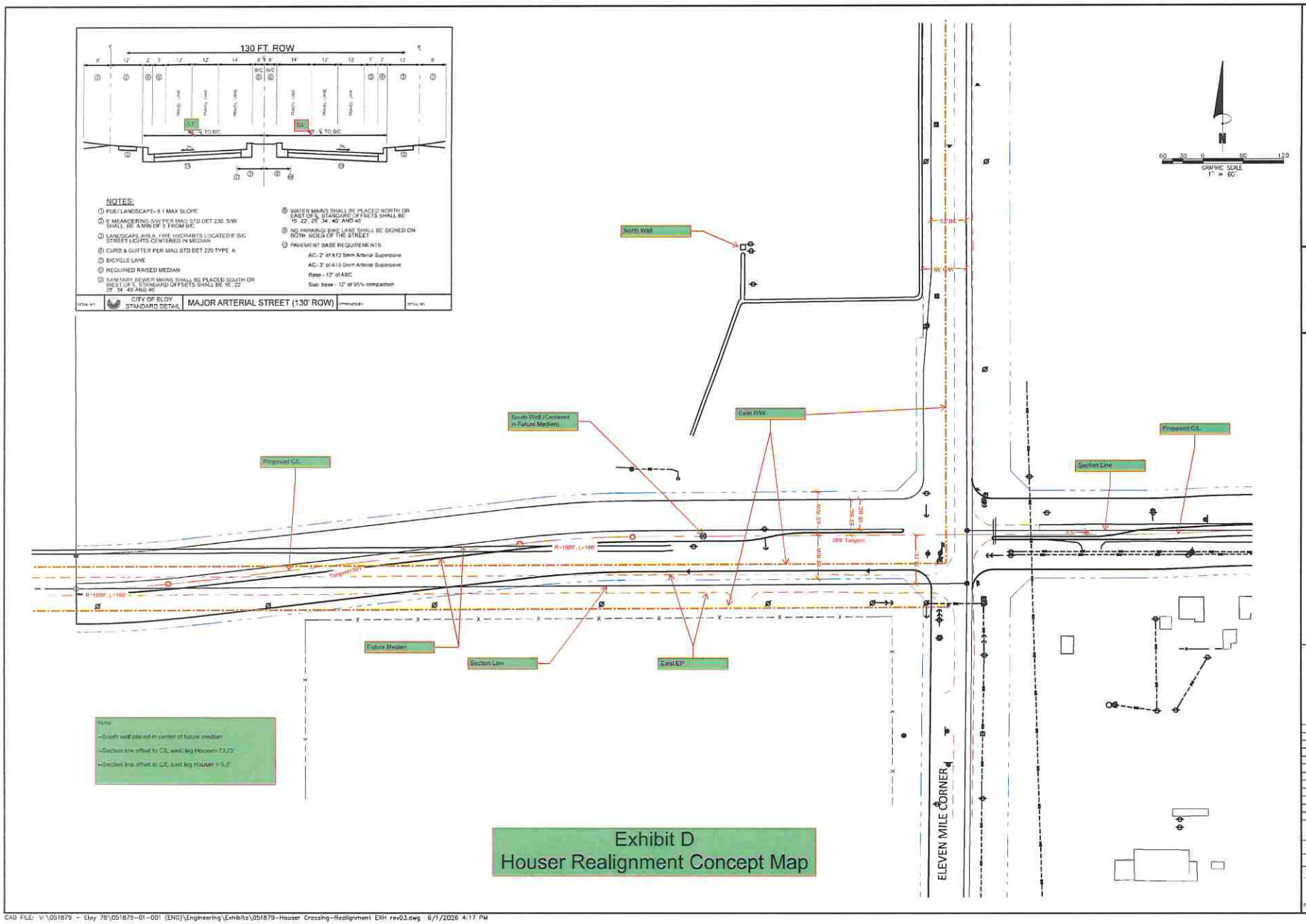

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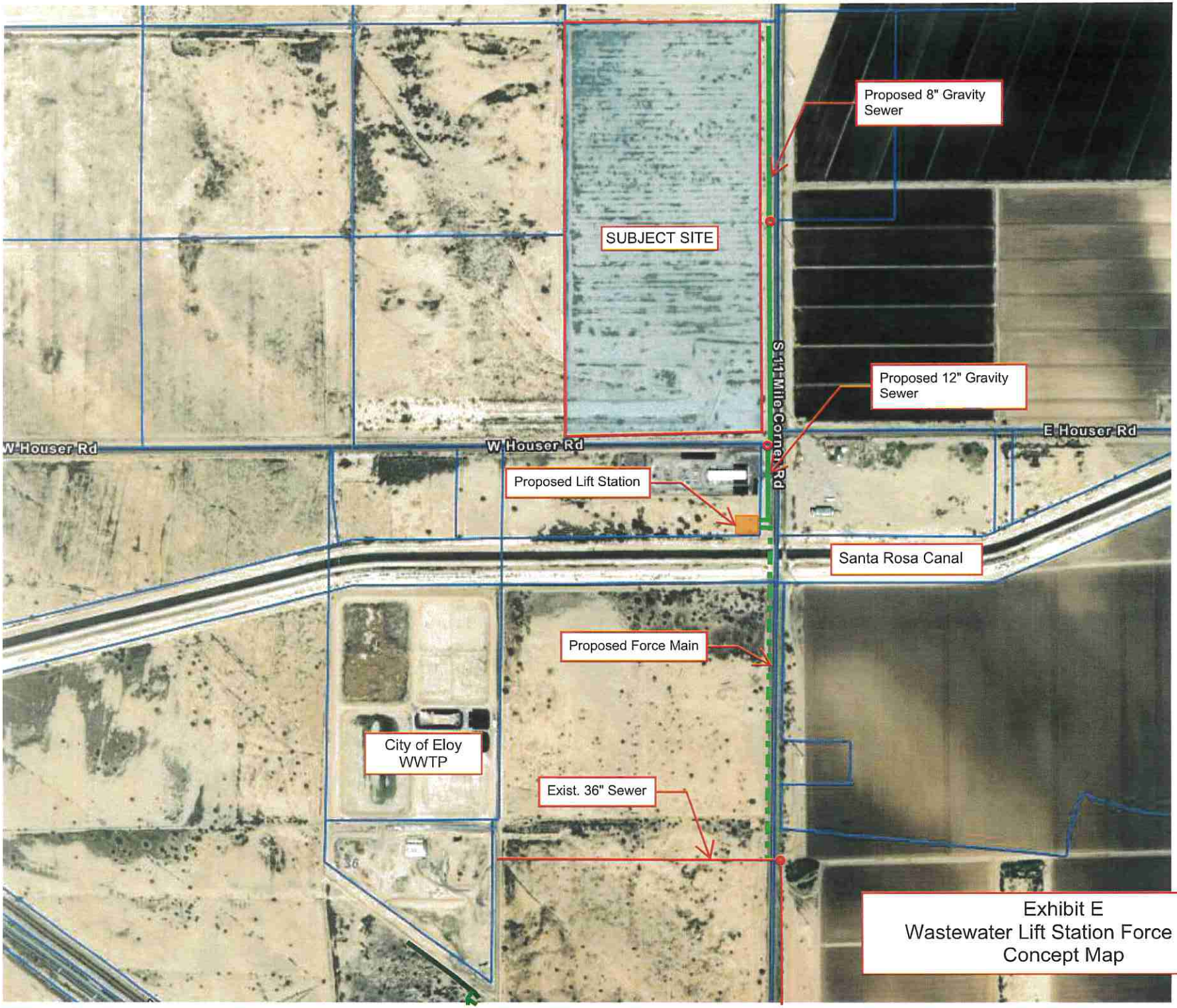


Exhibit E
Wastewater Lift Station Force Main
Concept Map

EXHIBIT F– Partial Assignment and Assumption of Development Agreement (Form)

This Partial Assignment and Assumption ("Partial Assignment") is made effective as of _____, 20__, by and between _____ ("Assignor") and _____ ("Assignee") for the portion of the Property described in Exhibit 1 attached hereto ("Assigned Parcel").

1. Partial Assignment. Assignor assigns to Assignee the rights, duties, and obligations under the Development Agreement solely with respect to the Assigned Parcel.

2. Assumption. Assignee assumes and agrees to perform all obligations under the Development Agreement applicable to the Assigned Parcel.

3. Retained Property. Assignor remains responsible for obligations applicable to the portion(s) of the Property not included in the Assigned Parcel, unless released in writing by the City.

4. City Consent. This Partial Assignment is not effective unless and until approved in writing by the City as required by the Development Agreement.

ASSIGNEE:
By: _____
Printed Name: _____
Title: _____

ASSIGNOR:
By: _____
Printed Name: _____
Title: _____

CONSENT (City):
By: _____
City Manager
Date: _____

Notary blocks to be attached as required.

EXHIBIT G – Assignment and Assumption of Development Agreement (Form)

This Assignment and Assumption of Development Agreement ("Assignment") is made effective as of _____, 20__, by and between _____ ("Assignor") and _____ ("Assignee").

Recitals: (1) City and Assignor entered into that certain Development Agreement recorded as Document No. _____. (2) Assignor has transferred all of its interest in the Property (or applicable portion) to Assignee. (3) Assignee desires to assume the obligations of Assignor under the Development Agreement.

1. Assignment. Assignor hereby assigns to Assignee all of Assignor's rights, duties, and obligations under the Development Agreement with respect to the Property described in Exhibit 1 attached hereto.

2. Assumption. Assignee hereby accepts the assignment and assumes and agrees to perform all duties and obligations first arising from and after the date of recordation of this Assignment.

3. City Consent. This Assignment is not effective unless and until approved in writing by the City as required by the Development Agreement.

ASSIGNEE:
By: _____
Printed Name: _____
Title: _____

ASSIGNOR:
By: _____
Printed Name: _____
Title: _____

CONSENT (City):
By: _____
City Manager
Date: _____

Notary blocks to be attached as required.

EXHIBIT H – Change of Address Notice (Form)

The undersigned authorized party under that certain Development Agreement between the City of Eloy ("City") and _____ ("Developer/Owner") recorded as Document No. _____ in the public records of the Office of the Pinal County Recorder, hereby gives notice that all future notices under the Development Agreement shall be given to the following New Address (until a subsequent Change of Address Notice is recorded):

Name:
Title:
Company:
Address:
City/State/Zip:
Email (optional):
Phone (optional):

DEVELOPER/OWNER:
By: _____
Printed Name: _____
Title: _____

STATE OF _____)
County of _____)

Subscribed and sworn before me this ___ day of _____, 20__.

[Notary Seal]
Notary Public

EXHIBIT I – Release of Development Agreement Obligations (Form)

This Release ("Release") is entered into as of _____, 20__, by the City of Eloy ("City").

Recitals: (1) City and Developer entered into that certain Development Agreement recorded as Document No. _____. (2) Developer has satisfied the specific obligations identified below for the property described in Exhibit 1 attached hereto ("Released Parcel").

1. Release. The City confirms that the obligations described in Section 2 below have been satisfied with respect to the Released Parcel, and Developer (and its successors) are released from those specified obligations only, as of the date of recordation of this Release.

2. Obligations Satisfied (describe with specificity):

_____.

3. No Other Release. All other obligations and terms of the Development Agreement remain in full force and effect for any other property and obligations not expressly released.

CITY OF ELOY:
By: _____
City Manager
Date: _____

Notary block to be attached as required.

CITY OF ELOY
REQUEST FOR COUNCIL ACTION

Agenda Item: VIII.C.
Date: 7/13/2026

Date submitted: 07/09/2026 **Date requested:** 7/13/2026	**Action:** Resolution	**Subject: Adoption of Resolution No. 26-1670 approving the submission of an application for Proposition 202 Grant Funds from the Ak-Chin Indian Community in the amount of $20,000 on behalf of the Central Arizona Regional Economic Development Foundation (CAREDF) to support the costs of providing services through the Achieve Pinal Experience Corps Reading Program.**

TO: Mayor and City Council

FROM: Mackenzie Letcher, City Manager

RECOMMENDATION:
Staff recommends that the City Council approve Resolution No. 26-1670 authorizing the submission of an application to the Ak-Chin Indian Community for Proposition 202 Grant funding in the amount of $20,000 to support the costs of providing literacy tutoring, volunteer coordination, educational materials, and related services through the Central Arizona Regional Economic Development Foundation (CAREDF) Achieve Pinal Experience Corps Reading Program.

DISCUSSION:

The Central Arizona Regional Economic Development Foundation (CAREDF) is requesting the City of Eloy's support in submitting an application to the Ak-Chin Indian Community for $20,000 in Proposition 202 grant funding to support the Achieve Pinal Experience Corps Reading Program. As CAREDF is a nonprofit organization, the City of Eloy will serve as the fiscal pass-through agent for the grant if awarded.

Achieve Pinal Experience Corps is a countywide literacy initiative that utilizes a multi-generational volunteer model by pairing adults age 50 and older through AARP Experience Corps with second and third grade students who are reading below grade level. Through individualized tutoring, the program seeks to improve reading proficiency, increase student confidence, strengthen educational outcomes, and prepare Pinal County's future workforce while providing meaningful volunteer opportunities for older adults throughout the region.

The need for the program remains significant. In 2025, only 27 percent of third-grade students in Pinal County were reading at grade level, with approximately 24 percent of

third-grade students performing below grade level in English Language Arts. Research has consistently shown that students who are not proficient readers by the end of third grade are significantly more likely to struggle academically and are four times more likely to leave high school without a diploma. As Pinal County continues to experience unprecedented economic growth, strong literacy skills are essential to preparing the future workforce needed to fill high-quality jobs locating throughout the region.

For the 2026-2027 academic year, CAREDF plans to serve 332 students across nine school districts, including 20 students within the Eloy Elementary School District and 15 students within the Toltec Elementary School District. These 35 students will receive individualized reading intervention designed to improve literacy, confidence, and long-term academic success. By investing in early childhood literacy within both school districts, the program directly benefits Eloy families while helping develop the educational foundation necessary to support the City's growing workforce and expanding economic opportunities. Since the program's inception, more than 1,500 students have participated in Achieve Pinal Experience Corps. During the 2025-2026 school year, 112 volunteer tutors served 253 students across 19 schools, with 78 percent of participating students advancing at least one reading grade level and 33 percent advancing two or more grade levels.

The requested grant funds will support volunteer recruitment, fingerprinting and background checks, volunteer recognition, tutoring supplies, and general operational expenses necessary to administer the program. CAREDF has confirmed that no Ak-Chin grant funds will be used for employee wages or salaries, with grant funding dedicated to volunteer support, program materials, and operational expenses directly associated with program delivery.

Approval of this resolution authorizes the submission of the Proposition 202 grant application. If awarded, the City of Eloy will administer the grant as the fiscal agent and distribute funds to CAREDF in accordance with the grant agreement. There is no fiscal impact to the City's General Fund associated with submission of this application.

FISCAL IMPACT:

No fiscal impact. If awarded, the City of Eloy will serve as the fiscal pass-through agent for Proposition 202 Grant funds from the Ak-Chin Indian Community in the amount of $20,000.00, which will be used to support the Central Arizona Regional Economic Development Foundation (CAREDF) Achieve Pinal Experience Corps Reading Program.

Approved as to Form:



Stephen R. Cooper, City Attorney

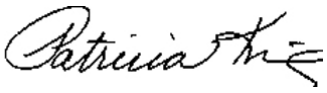
2026 Ak-Chin Indian Community Grant Application Cover Sheet

Name of Applicant: Applicant is a: □ City/Town/County (circle) Central Arizona Regional Economic Development Foundation x Other _Non-profit Organization_____
Contact Person and Title: Patricia King, Executive Manager
Applicant Address (administrative office): 17235 N 75th Avenue, Suite D145
City: Glendale Zip Code: 85308
Applicant Mailing Address (if different):
City: Zip Code:
Phone Number: Fax Number:
E-mail Address:
Fiscal Agent for any Applicant that is not a City, Town, or County (*Special Taxing Districts/Fire Districts must have a Fiscal Agent)*
Contact Person: Mackenzie Letcher, City of Eloy
City/Town/County Mailing Address: 595 N. C Street, Suite 104
City: Eloy Zip Code: 85131
Phone Number: 520-466-9201, Ext. 2552 Fax Number:
E-mail Address: mletcher@eloyaz.gov

Program or Project Name: Achieve Pinal Experience Corps Reading Program
Priority Area (Check all that apply) ☐X education ☐ public safety ☐ health ☐ environment ☐ promotion of commerce ☐X economic and community development
Purpose of Grant (brief statement): To improve the reading fluence of second and third grade students in
Pinal County. It is a proven, evidence-based "triple win" program helping students succeed, older adults thrive and communities grow stronger.
Target Audience/Beneficiaries: Second and third grade students of Pinal County and seniors over 50 who volunteer to tutor.
Beginning and Ending Date of Program or Project: July 1, 2026 through June 30, 2027
Amount Requested: $20,000 Total Cost: $218,995
Geographic Area Served: Pinal County

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

Signature:

For the Applicant:  Date: July 9, 2026

Typed/Printed Name and Title: Patricia King, Executive Manager

For the Fiscal Agent: _____ Date: _____
(If applicable)
Typed/Printed Name and Title: _____

Ak-Chin Indian Community

2026 Prop 202 – 12% Contribution Grant Application Narrative

Achieve Pinal Experience Corps

Describe the Project Purpose, Goals and Objectives

For the 2026-27 academic year, Achieve Pinal Experience Corps' goals are to tutor at least 332 students, improving the reading proficiency of 75% of students in the program by one grade level or more.

Being able to read by the end of third grade is the crucial milestone in a child's future success. Students who are unable to read at the end of the third grade are four times more likely to leave high school without a diploma. Only 27% of third graders in Pinal County were reading at grade level in 2025, which was less than half of the statewide goal from the Education Forward Arizona Progress Meter.

The Pinal County Education Services Agency has provided the following demographic information on the students in districts served by this program.

- 62% of students qualify for free and reduced meals
- 55% are under the Federal poverty level
- According to the data provided by the Arizona Department of Education, of 2,554 third grade students tested for school districts served by this program, 24% of students are below grade level in English and Language Arts

From kindergarten to third grade students learn to read, but from fourth grade on they read to learn. Students who do not read at grade level when they leave third grade are four times more likely to drop out of high school. One out of every 10 young men without high school degrees will end up in jail. Arizona Mayor's Roundtable estimated in 2014 that each dropout will cost the state $422,000 over his or her lifetime in services and lost revenue. **Being able to read by end of third grade is the crucial milestone in a child's future success.**

AARP Experience Corps is an evidence-based program that has served students for 30 years, and Achieve Pinal Experience Corps became an affiliate in 2019. We are the only truly rural program in the United States. We are a workforce development program, housed within a non-profit economic development organization, and we are tackling the third grade reading deficit in Pinal County as our singular mission. Third graders are 9 years away from entering the workforce or higher education. The jobs coming to Pinal County will require strong reading and analytical skills.

Achieve Pinal Experience Corps is an affiliate of the AARP Experience Corps Foundation program. There are 15 other Experience Corps affiliates nationwide and their effectiveness is demonstrated by multiple university studies. These studies show that 62% of the students in the program improve their reading by ½ grade level or more.

Achieve Pinal Experience Corps has exceeded these outcomes every year since inception. The program utilizes trained volunteers, aged 50+, to tutor children one-on-one to improve their reading. Volunteers also realize social, emotional and general health benefits from the program. 98% of tutors polled reported increased sense of purpose and 85% felt that their lives had been improved. In six years, we have tutored more than 1,503 students, with 253 going through the program in 2025-26. For the most recent academic year completed (2025/2026) 112 tutors served Pinal County's students in 19 schools and 9 school districts. We launched the program in 2020, during the pandemic, with three schools, 39 tutors and 94 students. **For 2025/26, 78% of students served advanced at least one reading grade level, and 33% advanced two or more levels.**

To measure academic outcomes, Achieve Pinal Experience Corps sites capture pre- and post-test assessments of reading fluency. These measures are individually administered to each child at the beginning, middle, and end of the school year. Achieve Pinal Experience Corps gathers reading fluency data from district benchmark assessments. At most sub-grantee sites, the Dynamic Indicators of Basic Early Literacy Skills (DIBELs) is used. Where a standard assessment is unavailable, tutors administer a simple measure of words read correctly per minute.

Achieve Pinal Experience Corps also tracks the number of sessions each student receives throughout the year. Volunteers meet students for 30 minutes per session for a minimum of thirty-five intervention sessions, a benchmark supported by a Washington University study as leading to improved literacy skills. This one-on-one approach is designed to improve reading fluency, accuracy, comprehension, and student confidence.

Target Population/Population Who Will Benefit from the Proposal

Since the fall of 2022, the program has been offered to as many as 10 school districts in Pinal County and 23 elementary schools. The population that will benefit from this funding will be the second and third graders attending those Pinal County elementary schools, including students who are residents of Ak-Chin Indian Community attending Pinal County schools. The gift of reading will benefit our students throughout their school years and will help them achieve certificates and college degrees which will allow them to take highly skilled jobs. This program will also have intergenerational benefits. The children of today's students will have a better life because of their families' added income and employment stability. Pinal County has a bright economic future. Corporations growing in and moving to Pinal County will provide good jobs for those who qualify. Today's manufacturing careers require analytical skills that can only be learned by strong readers. Knowing that third graders are only nine years away from entering the workforce, will our children and grandchildren be able to qualify for these jobs?

For the 2026-27 School Year, Achieve Pinal Experience Corps aims to serve 332 students across nine school districts:

105 students at Casa Grande Elementary School District
33 students at Apache Junction Unified School District
40 students at Coolidge Unified School District
45 students at J.O. Combs Unified School District
35 students at Maricopa Unified School District

15 students at Toltec Elementary School District
15 students at Oracle Elementary School District
24 students at Stanfield Elementary School District
20 students at Eloy Elementary School District

Timetable for Implementation

Achieve Pinal Experience Corps' ongoing reading program follows the academic year schedule. The timeline will be as follows:

July: Begin implementation of the reading program in Pinal County; recruit, onboard and train tutors, including conducting interviews, fingerprint, and background checks; work with districts and schools to establish tutoring schedules.

August: Meet with principals/potential schools to place students; develop start dates; gather students' test scores, place tutors with students, and work with schools' reading specialists to refine all academic year details.

September: Prepare to begin tutoring by September 21; conduct tutoring and family engagement events, supply all schools with necessary books and miscellaneous materials, orient tutors at schools.

September-May: Tutors meet with students twice a week, serving four students for a total of five hours each week, to improve literacy and student confidence.

Identify Current Funding Sources

Achieve Pinal Experience Corps is the only AARP Experience Corps affiliate in the United States that does not have a large entity funding the program. The other three Arizona programs are fully funded by the cities in which they operate. As there are no large funders in Pinal County, Achieve Pinal Experience Corps has developed a diversified funding program where the school districts pay a portion, the jurisdiction in which it lies pays half that amount (this covers one third of the cost of the program), and management and volunteer leaders fundraise for the remaining funding necessary to deliver this program. APEC has and will continue to apply for partnerships with other community organizations. So far in 2026, Achieve Pinal Experience Corps has applied for the following grants:

2026/27 Funding Requests	Amount	Funding Status
Gila River Indian Community	$25,000	Long Term Source
Salt River Project	$10,000	Long Term Source
Cox Charities	$5,000	Long Term Source
Casa Grande Rotary Club	$5,500	Long Term Source
Department of Justice	$75,000	One-Time Only
State of Arizona Budget Appropriation	$12,500	One-Time Only
Arizona Public Service	$5,000	Long Term Source
HS Lopez Foundation	$5,000	Could be Long Term
Lerner & Rowe Gives Back	$5,000	One-Time Only
Tohono O'odham Indian Community	$10,000	Could be Long Term
Florence Copper Foundation	$2,500	Long Term Source

Pinal40	$2,500	Long Term Source

Identify Other Partners

Achieve Pinal Experience Corps partners with many state and local organizations to make the program possible and are not solely funding partners. Active partners include: AARP Experience Corps, Read On Arizona, Education Forward Arizona, Pinal County Education Services Agency, City of Coolidge, City of Casa Grande, City of Apache Junction, City of Eloy, Casa Grande Elementary School District, Coolidge Unified School District, Stanfield Elementary School District, Arizona Public Service, Casa Grande Rotary Foundation, Arizona Community Foundation, Pinal Partnership, United Way of Pinal County, and Pinal Gila Council for Senior Citizens. AARP Experience Corps provides tutor and staff training, student/tutor books, data collection and reporting, volunteer recognition materials, fundraising support and general program support. Other partners provide ongoing literacy resources, data collection/dissemination and/or help to market the program's effectiveness for purposes of recruiting volunteers and securing funding.

Define the Project as New or Continuing

Achieve Pinal Experience Corps has operated without disruption since it was originally created in 2019. Achieve Pinal Experience Corps is a collaborative project of the Central Arizona Regional Economic Development Foundation (CAREDF), leveraging the Read On Arizona and AARP Experience Corps programs to serve first through third-grade students in Pinal County reading below grade level. The program was expanded county-wide in 2023-24 as a result of the Governor's ARPA grant. This request is for support to continue the current scope and activities of the program.

Other Tribal Requests and Support

Achieve Pinal Experience Corps has a pending application for 12% distribution from the Tohono O'odham Indian Community for $10,000. Funding over the past five years includes: Ak-Chin Indian Community $20,000 in 2026, $15,000 in 2025 and $15,000 in 2023; Gila River Indian Community awarded the program $12,000 each in 2022 and 2023, and $25,000 in 2024. Gila River Indian Community awarded the program a three-year grant of $25,000 per year for 2025, 2026 and 2027. Tohono O'odham Indian Community awarded a grant for $10,000 in 2023.

Reporting

Patti King, Executive Manager, will account for and manage grant funding. The program manager will track student achievement and progress monthly. The school districts will track student progress through their teachers and standardized testing three times per year. The data will be shared with the Ak-Chin Indian Community through reports as required. We will also quickly respond to any other requests for information from the Community.

Budget

PROJECT EXPENSES	Total $ Amount
Wages and Benefits	$150,000
Volunteer Expenses	$5,500
Program Supplies	$2,500
Administrative/General Operations	$60,995
TOTAL PROJECT EXPENSES	$218,995

1. Wages and Benefits: Two Program Managers (2.0 FTE) - $128,000; and Part-Time Site Coordinator (.5 FTE) - $22,000. Includes FICA, Workers Comp, State Unemployment, Disability, Retirement, and Health Insurance.

2. Volunteers: Volunteer Recognition - $2,500; Fingerprint and Background Checks ($105/volunteer) - $3,000.

3. Program Supplies: Tutoring Supplies - $2,500.

4. Administrative: Contract Management Fees - $45,000, Tax Preparation, Insurance, Graphic Design/Printing, Postage, Bank and Merchant Fees, Staff Travel Mileage Reimbursement - $15,995.

If awarded, no funding from the Ak-Chin Indian Community will be used for wages or salaries. Funds will be used for volunteer support and program supplies, as well as general operational expenses used during the program.

Additional Information

The City of Eloy's fiscal agent Resolution will have been approved by the Eloy City Council on July 13 and will be mailed on July 14 to support this application. The City of Eloy has been and continues to be a strong supporter of this program, and I anticipate no problem obtaining the resolution of fiscal agent for this application. I respectfully request the review panel consider this application with this understanding.

RESOLUTION NO. 26-1670

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF ELOY, ARIZONA, APPROVING SUBMISSION OF AN APPLICATION FOR PROPOSITION 202 GRANT FUNDS FROM THE AK-CHIN INDIAN COMMUNITY IN THE AMOUNT OF $20,000.00 FOR THE USE OF FUNDS TOWARDS THE COSTS OF PROVIDING SERVICES THROUGH THE CENTRAL ARIZONA REGIONAL ECONOMIC DEVELOPMENT FOUNDATION (CAREDF) ACHIEVE PINAL EXPERIENCE CORPS READING PROGRAM

WHEREAS, Central Arizona Regional Economic Development Foundation (CAREDF) Achieve Pinal Experience Corps Program is requesting support for the costs of implementing and administering the program, including literacy tutoring, volunteer coordination, educational materials, and other related program expenses.

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

WHEREAS, for its 2026 revenue sharing, the Ak-Chin Indian Community chose to contribute directly to local governments and is seeking requests for funding proposals from Arizona cities, towns, and counties; and

WHEREAS, the Central Arizona Regional Economic Development Foundation (CAREDF) desires to submit an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the costs of administering the Achieve Pinal Experience Corps Reading Program.

WHEREAS, the Mayor and City Council of the City of Eloy, Arizona believe it is in the best interest of the citizens of the City of Eloy to submit an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the Achieve Pinal Experience Corps Program.

NOW, THEREFORE, BE IT RESOLVED THAT the Mayor and City Council of the City of Eloy, Arizona, hereby approves the submission of an application to the Ak-Chin Indian Community for Proposition 202 grant funds to be used towards the costs of administering the Achieve Pinal Experience Corps Reading Program.

PASSED AND ADOPTED by the Mayor and City Council of the City of Eloy, Arizona, this 13th day of JULY, 2026.

APPROVED:

_____
Andrew Sutton, Mayor

ATTEST:

_____
Michelle Hall, Interim City Clerk

APPROVED AS TO FORM:

_____
Stephen R. Cooper, City Attorney