



Town of Chino Valley

MEETING NOTICE TOWN COUNCIL

**REGULAR MEETING
TUESDAY, JULY 9, 2019
6:00 P.M.**

**Council Chambers
202 N. State Route 89
Chino Valley, Arizona**

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

1. **CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
3. **CALL TO THE PUBLIC**

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is encouraged. Individuals are limited to speak for three (3) minutes. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism.

4. **RESPONSE TO THE PUBLIC**

Response to the Public is an opportunity for the Mayor to inform the public about how Town officials addressed matters raised during Call to the Public at a previous meeting.

- a. William Nick, Co-owner of the CBD Connection, had concerns regarding the inability to post signage out on the street.

5. **CURRENT EVENT SUMMARIES AND REPORTS**

This item is for information only. The Mayor, any Councilmember, or Town Manager may present a brief summary or report of current events. If listed below, there may also be a presentation on information requested by the Mayor and Council and questions may be answered. No action will be taken.

- a. Status reports by Mayor and Council regarding current events.

- b. Status report by Town Manager Cecilia Grittmann regarding Town accomplishments, and current or upcoming projects.

6. **CONSENT AGENDA**

All those items listed below are considered to be routine and may be enacted by one motion. Any Councilmember may request to remove an item from the Consent Agenda to be considered and discussed separately.

- a. Consideration and possible action to adopt Resolution No. 2019-1144, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2019-2020, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)
- b. Consideration and possible action to accept the June 18, 2019, study session minutes. (Jami Lewis, Town Clerk)

7. **ACTION ITEMS**

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve the License and Concessionaire Agreement between the Town of Chino Valley and Compass Training Center Arizona related to the management of the Chino Valley Shooting Facility. (Joe Duffy, Finance Director)

Recommended Action: Approve the License and Concessionaire Agreement between the Town of Chino Valley and Compass Training Center Arizona related to the management of the Chino Valley Shooting Facility.

- b. Consideration and possible action to award a Design-Build contract to JEBCO Construction Companies, LLC for the Utility's Shop Building at Old Home Manor and Memory Park Restrooms in the amount of \$103,320.00 for Pre-Construction Services. (Frank Marbury, Public Works Director/Town Engineer)

Recommended Action: Award a Design-Build contract to JEBCO Construction Companies, LLC for the Utility's shop building at Old Home Manor and Memory Park restrooms in the amount of \$103,320.00 for Pre-Construction Services.

8. **EXECUTIVE SESSION**

Council may vote to recess the Regular Meeting and hold an executive session, which will not be open to the public, for the following purposes.

- a. An executive session pursuant to A.R.S. § 38-431.03(A)(4) for discussion or consultation with attorneys for the Town in order to consider the Town's position and instruct the attorneys for the Town regarding the Town's position regarding a potential intergovernmental agreement with the City of Prescott relating to water service.

9. ACTION ITEMS RESUMED

After the Executive Session, Council will reconvene the Regular Meeting.

10. ADJOURNMENT

Dated this 3rd day of July, 2019.

By: *Jami C. Lewis, Town Clerk*

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request a reasonable accommodation to participate in this meeting.

Supporting documentation and staff reports furnished to the Council with this agenda are available for review on the Town website at <http://www.chinoaz.net/agendacenter> and in the Public Library and Town Clerk's Office.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____ Time: _____ By: _____
Jami C. Lewis, Town Clerk

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.a.

Meeting Date: 07/09/2019
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Consent
Estimated length of staff presentation: 5 minutes
Physical location of item: N/A

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2019-1144, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2019-2020, pursuant to Section 48-616, Arizona Revised Statutes. (Joe Duffy, Finance Director)

RECOMMENDED ACTION:

Adopt Resolution No. 2019-1144, levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2019-2020 and ordering copies of the resolution to be delivered to the County Board of Supervisors and the Arizona Department of Revenue.

Fiscal Impact

Fiscal Impact?: Yes

If Yes, Budget Code:

Available:

Funding Source:

Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments

RES 2019-1144 - CVSLID Levy

RESOLUTION NO. 2019-1144

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENTS AND ESTIMATES FOR FISCAL YEAR 2019/2020; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of A.R.S. § 48-616 require the governing body to levy taxes upon all property in a municipal street lighting improvement district in an amount necessary to pay the annual expenses of said districts; and

WHEREAS, the Mayor and Council of the Town of Chino Valley, having adopted annual statements and estimates of expenses of the Chino Valley Street Lighting Improvement Districts as the final budgets for the districts for fiscal year 2019/2020 on June 25, 2019, after a public hearing on the statements and estimates was held on June 25, 2019; and

WHEREAS, Yavapai County is the assessing and collecting authority for the Town of Chino Valley; the Town is required to transmit a certified copy of this Resolution to the Assessor and Board of Supervisors of Yavapai County, Arizona by the third Monday in August.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Chino Valley, County of Yavapai, Arizona, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. For each street lighting improvement district within the Town of Chino Valley listed on the Schedule of Estimated Assessments, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of each such street lighting improvement district is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed \$1.20 per \$100 assessed valuation as specified in the column labeled 2019/2020 Levy Request.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County Board of Supervisors and to the Arizona Department of Revenue before the third Monday in August, 2019 (August 19, 2019).

SECTION 4. All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 5. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona this 9th day of July, 2019.

Darryl Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2019-1144 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 9, 2019, and that quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Jami C. Lewis, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2019-1144

[Schedule of Estimated Assessments]

See following page.

EXHIBIT "A"

TOWN OF CHINO VALLEY, ARIZONA
Street Lighting Improvement Districts

Statement of Estimates and Expenses

Fiscal Year - 2019/2020

			A	B	C	D	E
Co. Dist. No.	Town ID No.	Town ID Name	2018/ 2019 Estimated Actual Expenses	2018/ 2019 Levy Request	2018/ 2019 Difference on Expenses vs. Levy	2019/ 2020 Projected Expenses	2019/ 2020 Levy Request
13004	CVSLID 1	Chino Valley, Arizona, CVSLID #1 Lighting Improvement District	\$ 2,000	\$ 2,000	\$ -	\$ 2,000	\$ 2,000
13005	CVSLID 2	Chino Valley, Arizona, CVSLID #2 Lighting Improvement District	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000
13006	CVSLID 3A	Chino Valley, Arizona, CVSLID #3A Lighting Improvement District	\$ 1,000	\$ 1,000	\$ -	\$ 1,000	\$ 1,000

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

6.b.

Meeting Date: 07/09/2019

Contact Person: Jami Lewis, Town Clerk
Phone: 928-636-2646 x-1208

Department: Town Clerk

Item Type: Consent

AGENDA ITEM TITLE:

Consideration and possible action to accept the June 18, 2019, study session minutes. (Jami Lewis, Town Clerk)

RECOMMENDED ACTION:

Accept the June 18, 2019, study session minutes.

Attachments

Draft Minutes

DRAFT

MINUTES OF THE STUDY SESSION OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

**TUESDAY, JUNE 18, 2019
6:00 P.M.**

The Town Council of the Town of Chino Valley met for a Study Session in the Chino Valley Council Chambers, located at 202 N. State Route 89, Chino Valley, Arizona, on Tuesday, June 18, 2019.

Present: Mayor Darryl Croft; Vice-Mayor Jack Miller; Councilmember Mike Best; Councilmember Cloyce Kelly; Councilmember Corey Mendoza; Councilmember Lon Turner

Absent: Councilmember Annie Perkins

Staff Present: Finance Director Joe Duffy; Public Works Director/Town Engineer Frank Marbury; Development Services Director Joshua Cook; Planner Alex Lerma; Economic Development Project Manager Maggie Tidaback; Administrative Technician Kathy Frohock (videographer); Deputy Town Clerk Vickie Nipper (recorder)

1) CALL TO ORDER; ROLL CALL

Mayor Croft called the meeting to order at 6:00 p.m.

2) Review and discussion regarding draft text amending the Town of Chino Valley Unified Development Ordinance, by amending Section 3, by adding Subsection 3.19: BP (Business Park) zoning district. (Alex Lerma, Planner)

Planner Lerma presented on this item:

- *Scope of New District:* The Business Park Zoning District could be used in areas outside Old Home Manor (OHM) but would have to be approved by the Council.
- *Development Standards:* The proposed development standards that set the Business Park Zone apart from other zones and would decrease the impact on surrounding neighborhoods included: property to be at least 20-acres in size; 50-foot setbacks from all perimeter property lines; maximum building heights not to exceed 35 feet without a conditional use permit; required fencing and chain-link fence not permitted; and additional landscaping requirements from UDO Section 4.26.
- *Noise Level Standards:* Staff gave an overview of the proposed noise level standards that had been removed at the request of the Town Attorney. The Town Code already had a provision that commercial and industrial uses were exempt from the noise ordinance. If the district was approved, staff wanted to bring back the noise standards once the Town Code was modified.
- *Version Options:* After Staff drafted the text amendment, the Steering Committee and Planning and Zoning Commission (“Commission”) reviewed it. The Commission requested that outdoor uses for animal clinics, hospitals, and kennels become conditional uses instead of prohibited uses. Staff then presented both Staff and Commission versions to Council. Council preferred the Staff version but had concerns with permitted uses.

- *Similar Zoning Districts in Arizona:* Staff researched the goals and purposes of similar zones from other municipalities. The City of Maricopa had a similar situation as the Town and had the same goals. Their three main uses were office buildings, flex manufacturing, and warehouse distribution.

Council and Staff reviewed the proposed text amendment in detail to get a consensus on the content and address Council's previous concerns.

- *Conditional Use Permits (CUP):* Staff explained that CUPs went with the land, not the owners, and timeframes were to review the CUP, which would only be pulled if conditions that had been set by the Town were not met. Building heights were added as a CUP so the Town could attach additional conditions on the building which would add better leverage for Town than buildings that were 35 feet or under.
- *Business Park Uses and Definitions:* Council commented on the uses of other communities' business parks being more commercially oriented than the Town's more foot traffic related businesses. They discussed having the purpose of a business park clearly defined as opposed to a list of business types. The group discussed the differences between a business park and a commercial subdivision. Staff explained that other municipalities had a purpose statement, and included allowed and prohibited uses, conditional uses, and design standards. The Town's purpose statement was short and could be modified to better reflect the Town's desires. Council wanted to see a clearer purpose statement for the zone, like those of the other communities presented.
- *Commercial Zoning and Business Park Zoning:* Council discussed commercial zones with one building not constituting a business park that was made up of multiple buildings and businesses; and each large lot being able to contain a certain business type without mixing business types on to one lot. Staff explained that the Business Park district would also allow businesses that were not allowed elsewhere and a property owner could potentially zone land as a business park to have only one use that was not allowed in any other zone. The new business park zone came with stricter design standards. A business park development could be five 40-acre lots with a separate zoning district for each lot (commercial, commercial light, etc.) and could have multiple buildings on each lot. Council and Staff discussed zoning uses and classifications. Staff explained that the Town needed a strategic plan for OHM that laid out business use types, which would then create a precedent for other business park zones.
- *Spec Buildings:* Staff spoke about the potential opportunities of having spec buildings for interested business owners.
- *Text Amendment:* Staff believed the Business Park Zone was ready for use because it gave the tools needed to create a strategic plan for OHM and it would set a precedent for the Town to require developers to develop future business parks to a certain standard. Council still had issues with the zoning district as it was written.
- *Commission Process:* Council questioned Staff providing their own zoning version along with the version recommended by the Commission. Council discussed the Staff and Commission recommendation process.
- *Business Park Uses:* Council and staff reviewed and discussed the following edits to the uses and standards of the zoning district:
 - Item B Permitted Uses: Remove #11 - Commercial greenhouses and accessory uses; Remove #21 Call Centers (already included in #2);
 - Item C Conditional Uses: Add Hotel/Motel, RV Park; Remove #8 Veterinary Clinic and Animal Hospitals; Remove #9 Commercial Outdoor Kennels
 - Item D Prohibited Uses: Add Greenhouses; Public Works will research #13 Excessive Water Usage and #14 Excessive Particulates to get a clearer idea on the

definition of excessive and possibly move both items to conditional uses to be considered on a case-by-case basis; #15 will be readdressed once the noise decibel standard was added back into the code.

- Item E Development Standards: The group discussed setback requirements and the definition of internal circulation systems, which ultimately meant the development's curb/road system. Although OHM lots would not be subdivided and individually sold, private developers of a business park could subdivide and sell off portions of the 20 plus acres of their business park and there would be defined lot lines and rights-of-way. Developers must comply with the development standards despite how the 20 acres were subdivided and used. Building code standards and fire codes stipulated building distances.
- Item G Performance Standards: Move #7 Outdoor Storage to a conditional use because some wholesale businesses stored their products behind their buildings and the storage went above the 6-foot required fencing. These should be reviewed on a case-by-case basis.

3) Review and discussion regarding a fleet vehicle lease proposal. (Frank Marbury, Public Works Director/Town Engineer)

Director Marbury and Finance Director Duffy introduced Tim Warren with Enterprise Fleet Management, who had been working with Staff for over a year regarding the Town's fleet. They reported that:

- The Town had only three vehicles out of 28 that were less than ten years old. The age of the fleet was increasing service and maintenance costs. The proposed program would allow for upgrading the fleet with newer, safer, more fuel-efficient and environmentally friendly vehicles.
- The lease program provided the least cost for the Town and it was a method used by other cities in the area
- This program provided a lower cost of ownership per year of \$1,000 or more per vehicle. It would also alleviate staff time that had been used for maintenance, titling, MVD, and auctioning and selling equipment.

Mr. Warren introduced himself, spoke about Enterprise Fleet Management, a privately owned company, and presented an overview of the vehicle lease program. Key points were:

- Enterprise would help the Town find ways to save money in the future through a personalized program. The focus would be the public works and general fleet vehicles, which were fairly old. Experience had shown that older vehicles had higher maintenance and fuel costs, less safety features and longer down time.
- Previous vehicle replacements in the Town were budget driven, rather than based on strategy or analysis on the right time to replace vehicles when the existing fleet still had value. The Town's fleet was older with higher maintenance and fuel costs with a low overall value. The expense of maintenance and fuel could be used on the acquisition of newer vehicles more often.
- The proposed program would utilize an open-ended equity lease to stretch budget dollars to replace more vehicles with the funding currently available to the Town. The Town would retain all rights of ownership, have no contract mileage, or no wear and tear penalties. At the end of the lease, the book value would enable the Town to have a lower payment and stretch the budget dollars. The key was to sell at the right time and capitalize on the value of the vehicle to help buy down the replacement vehicle cost, which then provided an even lower payment per vehicle. The Town would consistently build equity and at the end of the

five-year time period, the Town would get the difference between what the vehicle sold for and the residual book value, which averaged about 20%. On average, for every vehicle the Town purchased, five vehicles could be leased.

- Benefits were that the Town would get into a cycle of getting newer vehicles with the best technology, higher fuel economy, which was approximately 25% better than 10 years ago, and safer and more reliable vehicles. New vehicles lost most of their value within the first couple of years and fuel economy was best when a vehicle was newer.
- Governments received a significant cost savings from dealers, which helped give credit to the lost value of a vehicle from depreciation in the first few years. Selling the vehicle at the right time allowed local governments to capitalize on that savings. Most local governments did not have a good way to sell vehicles and lost money through the process. Through the Enterprise process, vehicles could be sold at approximately 13% above black book, the nationwide auction index value. Working with Staff, they determined a \$38,519 in annual savings over the inhouse projections.

Council, Mr. Warren, and Staff further discussed the purchase process, pricing, ownership, selling process, and overall costs to the Town:

- *Savings:* Both mileage and age affected the overall value of the vehicle. Leasing would save the Town \$1,000 per vehicle annually because the Town had held on to their vehicles until there was no value left. Staff gave an example and timeline of purchasing a vehicle, the depreciation process and loss of value compared to using the Enterprise package and selling mechanism.
- *Savings Example:* If the Town purchased 27 vehicles on their own, it would cost approximately \$178,000, but to save \$38,000, the vehicles would need to be sold at the end of the first five years. If the Town did not sell the vehicles, they would still have all rights of ownership and retained the equity. The timeline for replacing the 27 vehicles was flexible. Also, Enterprise offered a maintenance program that was a lower cost than most businesses and local governments could do on their own.
- *Costs:* The Town was not obligated to sell any vehicle through Enterprise if it was paid down to zero. Leasing the vehicle allowed the Town to pay down the vehicle in a five-year timeframe and retain the 20% residual instead of the full amount upon purchase. There was also an interest cost built into the lease payment, and it was based on the Sourcewell Cooperative Purchasing's national cooperative contract pricing structure.
- *Staff Recommendation:* While Council had previously discussed purchasing one to two vehicles per year, Staff explained that through the Enterprise package, the current fleet could be replaced faster and recommended starting with replacing three to five vehicles per year.
- *Lemon Law:* If the Town purchased a vehicle that turned out to be a lemon, there was a warranty and Enterprise would help the Town if a vehicle did turn out to be a lemon.

Finance Director Duffy will put together further information on the financial savings of the Enterprise Lease Package based on the purchase of four to five actual Town vehicles.

- 4) Review and discussion regarding a proposal to develop land use engineering and development standards. (Joshua Cook, Development Services Director; Frank Marbury, Public Works Director/Town Engineer)

Staff and Council preferred to continue Item 4 to the next study session in July.

- 5) ADJOURNMENT

MOVED by Vice-Mayor Jack Miller, seconded by Councilmember Cloyce Kelly to adjourn the meeting at 8:10 p.m.

AYE: Mayor Darryl Croft, Vice-Mayor Jack Miller, Councilmember Mike Best, Councilmember Cloyce Kelly, Councilmember Corey Mendoza, Councilmember Lon Turner

Vote: 6 - 0 PASSED - Unanimously

Darryl L. Croft, Mayor

ATTEST:

Jami C. Lewis, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Study Session of the Town Council of the Town of Chino Valley, Arizona held on the 18th day of June, 2019. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 9th day of July, 2019.

Jami C. Lewis, Town Clerk



TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.a.

Meeting Date: 07/09/2019
Contact Person: Joe Duffy, Finance Director
 Phone: 928-636-2646 x-1211
Department: Finance
Item Type: Action-Presentation
Estimated length of staff presentation: 5 minutes
Physical location of item: n/a

AGENDA ITEM TITLE:

Consideration and possible action to approve the License and Concessionaire Agreement between the Town of Chino Valley and Compass Training Center Arizona related to the management of the Chino Valley Shooting Facility.

RECOMMENDED ACTION:

Approve the License and Concessionaire Agreement between the Town of Chino Valley and Compass Training Center Arizona related to the management of the Chino Valley Shooting Facility.

SITUATION AND ANALYSIS:

The Town of Chino Valley issued a Request for Proposal (RFP) for the management of the Chino Valley Shooting Range Facility.

The RFP's were opened on March 28, 2019. Two RFP's were received.

Staff, Councilmember Lane, and a volunteer reviewed and scored the RFP's. Staff then began negotiating the contract with the recommended organization.

Legal drafted the agreement which was reviewed by Council on June 25, 2019, in executive session.

Fiscal Impact

Fiscal Impact?: No
If Yes, Budget Code:
Available:
Funding Source:

Attachments

CVSF License Agreement

**LICENSE AND CONCESSION AGREEMENT
FOR
THE CHINO VALLEY SHOOTING FACILITY**

THIS LICENSE AND CONCESSION AGREEMENT (this “Agreement”) is made July 1, 2019, by and between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Compass Training Center AZ, an Arizona nonprofit corporation (“Concessionaire”).

RECITALS

A. The Town owns the facility commonly known as the Chino Valley Shooting Facility consisting of approximately 40 acres of real property, which is depicted and legally described on Exhibit A, attached hereto and incorporated herein by this reference, and the shade structures, office, restrooms, storage units and parking area improvements located thereon (the “Facility”).

B. The Town solicited the services of an experienced entity to operate the Facility pursuant to a request for proposals, attached hereto as Exhibit B and incorporated herein by reference (the “RFP”).

C. Concessionaire responded to the RFP by submitting a proposal, in the form attached hereto as Exhibit C and incorporated herein by reference (the “Proposal”), to manage and operate the Facility. The Town desires to have Concessionaire render such services upon the terms and conditions set forth in this Agreement (the “Permitted Use”).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Concessionaire hereby agree as follows:

1. License and Term.

1.1 Grant of License. The Town hereby grants to the Concessionaire a temporary, non-exclusive license (the “License”) on, over, through and across the Facility for the Permitted Use. This License shall be for the benefit and use of the Concessionaire, its employees, subcontractors and assigns (including without limitation employees, officers and agents) and no others. The License period shall run conterminously with the term of this Agreement. In the event of termination of this Agreement for any reason, the License shall immediately terminate without further act of the parties.

1.2 Term of License.

A. Initial Term. This Agreement shall be effective from the date first set forth above and shall remain in effect until May 27, 2029, unless terminated or canceled earlier as set forth below (the “Initial Term”).

B. Renewal Terms. After the expiration of the Initial Term, this Agreement may automatically renew for up to five successive one-year terms (each, a “Renewal Term”) unless (i) renewal is deemed to not be in the best interests of the Town, subject to availability and appropriation of funds for renewal in each subsequent year, or (ii) either party gives notice to the other, at least 90 days prior to the end of the then-current term of this Agreement, that it desires to allow this Agreement to terminate at the end of the then-current Term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

C. Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Concessionaire shall be deemed to affirmatively assert that (i) the Town is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Concessionaire claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term, are forever waived.

1.3 Manner of Use of the Facility. Concessionaire shall use due care and diligence in the use of the Facility for the duration of the Term and in the exercise of its rights hereunder, and it will at all times exercise its rights hereunder at such times and in such manner as approved by the Town and will not cause (i) any interference with the business operations (if any) of the Town on or near the Facility, (ii) any interference with the Town’s customary access to or from the Facility, or (iii) any damage or injury to the Facility, or to any agents, employees or invitees of the Town, ordinary wear and tear to the Facility excepted. Additionally, Concessionaire, at its sole expense, without reimbursement from the Town, shall adhere to all of the following:

A. Property Protection. Concessionaire shall ensure that all physical improvements on or near the Facility are protected from damage by Concessionaire’s use of the Facility. If Concessionaire’s use of the Facility results in damage to the improvements thereon, Concessionaire shall repair or replace such damages to the satisfaction of the Town, at no cost to the Town. Prior to first utilizing the Facility pursuant to this Agreement, Concessionaire shall provide photographic evidence to the Town of all existing damage to improvements to the Facility, if any. Photographs will clearly show the location of existing damage to the Facility.

B. Property Restoration. Concessionaire shall restore or cause to be restored the portions of the Facility accessed or utilized by Concessionaire pursuant to

this Agreement to substantially its original condition prior to the completion of the Term, ordinary wear and tear excepted.

C. No Hazardous Materials. Concessionaire shall not release, discharge or deposit any toxic, hazardous or petroleum products onto the Facility or emit any obnoxious or offensive odor, dust, smoke, gas, noise, vibration, electromagnetic disturbance, radiation or other similar matter that is detrimental to the public health, safety or general welfare. Notwithstanding the foregoing, the Town recognizes that certain hazardous materials are inherently related to a shooting facility, and that so long as Concessionaire complies with the Environmental Stewardship Plan (the “ESP”) set forth in Exhibit D, attached hereto and incorporated herein by reference, it shall not be in violation of this subsection with respect to the substances referred to in the ESP.

D. Limitations on Use; Security. Concessionaire shall not use any portion of the Facility for staging or storage of materials or equipment other than those necessary for operation of the Facility. Upon exiting the Facility, and at the end of each day during the Term, Concessionaire shall secure the Facility to prevent access by unauthorized persons.

E. On-Site Storage. Concessionaire’s equipment may be stored at the Facility only in such areas and by such methods as approved by the Town. All weapons and ammunition stored at the Facility must be properly secured at all times, with access to such locked areas only permitted for Concessionaire’s officers and employees.

1.4 Changes to Town Property. In no event shall Concessionaire make any alterations or improvements to any portion of the Facility except as permitted by the Town, in writing, or as expressly permitted under this Agreement. The Town, in its sole discretion, may allow Concessionaire to modify the Facility to accommodate the Concessionaire’s use or development of the Facility. Any improvements to the Facility to accommodate the Concessionaire’s use thereof shall be at the Concessionaire’s sole cost and expense, unless, at its sole discretion, the Town agrees to participate in the cost thereof.

1.5 Permits; Compliance with Laws. The Concessionaire shall secure, maintain and comply with all required licenses, permits and certificates relating to, or otherwise necessary or appropriate for Concessionaire’s use of the Facility during the Term. Concessionaire shall comply with all applicable federal, state and local laws, rules, regulations, statutes, codes, orders and ordinances, including, but not limited to, those governing the prevention, abatement and elimination of pollution and/or protection of the environment, and the employment of workers. In exercising any rights and privileges under this Agreement, the Concessionaire shall comply fully with all applicable permits, authorizations, approvals and other requirements.

1.6 Liens and Encumbrances. The Concessionaire represents and warrants that it will maintain the Facility free and clear from any liens or encumbrances of any nature whatsoever in connection with the Concessionaire’s use of the Facility.

1.7 Reservation of Rights. The Town hereby reserves all such rights and privileges in the Facility as may be used and enjoyed by the Town without interfering with or abridging the rights conveyed to the Concessionaire.

1.8 Not a Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any portion of any Facility to the general public, or for any public use or purpose whatsoever. Except as herein specifically provided, no right, privileges or immunities of any party hereto shall inure to the benefit of any third party person, nor shall any third party person be deemed to be a beneficiary of any of the provisions contained herein.

1.9 No Rights to Facility. Concessionaire acknowledges that it is acquiring no rights whatsoever in the Facility, or any portion thereof, except a nonexclusive and revocable license, during the Term, to enter upon the Facility to carry out its obligations pursuant to this Agreement. In acknowledging that Concessionaire is acquiring no rights whatsoever in the Facility, Concessionaire further agrees that it will not assert, in any legal action or otherwise, any right or interest in the Facility, or any portion thereof.

2. Concessionaire Agreement.

2.2 Grant of Concession; Purpose. The Town grants to Concessionaire the privilege of a concession for the purpose of managing the Facility, including shooting range operations, equipment rentals, food/beverage sales (specifically excluding alcoholic beverages, other than those permitted pursuant to a special event permit approved by the Town in its sole discretion), pro shop administration and operation, membership administration, marketing, maintenance, and administrative services for day-to-day management and for special events utilizing the Facility.

2.3 Location of Concession. The Concession shall be operated only within the boundary of the Facility, and Concessionaire shall ensure that its employees, agents, contractors, members, guests and invitees do not utilize any portion of the adjacent Town property.

2.4 Performance Standards; Relationship between the Parties. Concessionaire accepts the relationship of trust and confidence established between Concessionaire and the Town by the terms of this Agreement. Concessionaire covenants with the Town to furnish its best skill and judgment in performing its obligations hereunder, and shall at all times provide such consulting, operational and managerial services in a manner that maintains the good name and business reputation of the Town and the Facility. Concessionaire shall perform its duties and obligations under this Agreement in an efficient, expeditious, prudent and economical manner, consistent with the best interests of the Town, in accordance with the standards followed by Concessionaire in its role as manager of similarly-situated facilities operated by Concessionaire, in such manner so as to maximize all gross revenues and minimize expenses and otherwise in connection with operation and maintenance of the Facility.

A. Quality of Service.

(1) Quality Standards. It is the intention of the Town that the Facility concession service be of the highest quality attainable. All concession service areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable laws, ordinances, rules and regulations.

(2) Regulatory Requirements. All refreshments sold or kept for sale shall be first quality, wholesome and pure and shall conform in all respects to federal, state, county and municipal food and other laws, ordinances, and regulations and shall be comparable in quality to similar items sold in other recreational facilities in the Yavapai County area. No imitation, adulterated or misbranded article shall be sold or kept for sale. All refreshments kept on hand shall be stored and handled with due regard for sanitation. In the event that the Town notifies the Concessionaire that the quality of a food or beverage item is below the standard outlined herein, Concessionaire shall forthwith cease the sale of such item and the parties shall negotiate in good faith regarding the proper remedy for the matter.

(3) Health Department Rating. If applicable to products sold at the Facility, Concessionaire shall maintain a rating with the Yavapai County Health Department to permit the continuous sale of refreshments in accordance with the Yavapai County Health Code at all times during the Term of this Agreement. Concessionaire shall provide the Town with a copy of any inspection report within three business days after receipt thereof.

(4) Inspections. All refreshments kept for sale by Concessionaire shall be subject to inspection and approval or rejection by the Town and duly authorized representatives of appropriate governmental agencies in the reasonable discharge of their governmental responsibilities.

(5) Prohibited Practices. The Town shall have the right to require that practices of Concessionaire or its employees and agents which are prohibited or unauthorized by this Agreement be discontinued or remedied. Failure of Concessionaire to take appropriate corrective action after notification from the Town shall constitute a breach of this Agreement.

(6) Sanitary Conditions. Concessionaire shall be responsible for the sanitary condition and cleaning of all food service production, storage, and service areas within the Facility.

(7) Waste Removal. Concessionaire shall provide a complete and proper arrangement for the adequate and sanitary handling of all garbage and trash and other refuse caused as a result of the operation of the Facility and shall provide for its timely removal from the concession areas to a central point designated for removal from the Facility. Concessionaire shall provide and use suitable covered, leak-proof receptacles for all trash and barrels, or other similar items when trash is in view of the

public. Concessionaire shall keep any areas for trash and garbage storage prior to removal from Facility in a clean and orderly condition so as not to attract rodents, pests, or birds and shall have all trash and refuse transferred to collection areas designated by the Town. In transporting garbage, trash, and refuse from the Facility, Concessionaire shall use only carts, vehicles, or conveyances that are leak-proof.

B. General Operating Requirements.

(1) Opening Date. Concessionaire shall be open and ready for business (able to receive customers) at the Facility not later than July 1, 2019.

(2) Non-Interference. The public's right to reasonably enjoy the event for which it is in attendance shall not be infringed upon by any activity of Concessionaire or any of its employees or agents. The activities of Concessionaire shall be such as to render service to the public in a dignified manner and no pressure, coercion or persuasion shall be used by Concessionaire in an attempt to influence the public to use the services or product of Concessionaire. All sales shall be conducted and operated in such a manner so as to not interfere with the orderly operation of any event. Neither Concessionaire nor its employees shall distribute campaign or political literature or any literature of any kind at any time in or on the Facility.

(3) No Town Responsibility for Inventory. The Town shall not be responsible for any inventory of refreshments, merchandise, supplies or concession equipment or other assets used or stored by Concessionaire at the Facility, nor will the Town be responsible for damage resulting from a power failure, flood, fire, explosion and/or other causes. However, the Town will use all reasonable efforts to reestablish power in the event of a loss.

(4) Town Entry. Representatives of the Town shall have the reasonable right to enter upon, and inspect all spaces occupied by Concessionaire during the time events are in operation and at all other times when Concessionaire's employees are present, as long as they do not interfere with the operations of Concessionaire. The Town, upon reasonable notice to Concessionaire and in the company of a Concessionaire employee, shall have the right to inspect all locked areas of the Facility and storage areas used by Concessionaire.

C. Employees. Concessionaire shall be the employer of all employees at the Facility, and shall be solely responsible for all human resource issues, including but not limited to wages, payroll taxes, tax withholding, worker's compensation, hiring and firing, compliance with applicable federal occupational, health, and safety laws and regulations, and all other matters. Concessionaire shall be responsible for any employment-related liability, fine, penalty or award (including the cost of defense and attorney fees) with respect to claims, demands, arbitration or litigation brought by an employee or employees of Concessionaire at the Facility resulting from violations of federal, state or local laws, ordinances or regulations governing the employment or working conditions of the employees at the Facility ("Damages") by Concessionaire's

corporate office, and/or Facility supervisory staff. Concessionaire shall not be entitled to any reimbursement by the Town for such Damages unless such Damages were the result of a policy or procedure that was required in writing by the Town.

(1) Sufficient Personnel. Concessionaire shall employ and supervise such personnel as shall be necessary for the safe and efficient performance of its obligations under this Agreement.

(2) Employee Appearance. Concessionaire's employees shall be appropriately attired in apparel identifying such persons as Concessionaire employees.

D. Observance of Laws, Rules and Regulations, Permits. Concessionaire shall, at all times, observe and comply, at its own expense, with all statutes, ordinances, orders, regulations and requirements of all governmental authorities (including without limitation, the requirements of Title I of the Americans With Disabilities Act) that may be applicable to this Agreement. Concessionaire shall use the Facility only for the Permitted Use and for no unlawful purposes whatsoever.

E. Payment of Impositions. Concessionaire shall pay when they become due and payable, all assessments, excises, license and permit fees, real and personal property taxes, transaction privilege ("sales") taxes and other governmental levies of any kind whatsoever (collectively, "Impositions") which may be assessed or levied by a governmental agency against Concessionaire or grow or become due and payable by Concessionaire out of or caused by this Agreement or any activity or use of the Facility by Concessionaire, its employees, contractors, agents and invitees.

F. Nondiscrimination. Concessionaire shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, sexual orientation, national origin, age or disability nor otherwise commit an unfair employment practice. Concessionaire will take action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, gender, sexual orientation, or national origin, age or disability. Concessionaire further agrees that this clause will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled and union labor, or who may perform any such labor or services in connection with this Agreement.

G. Compliance with Immigration Reform and Control Act of 1986 (IRCA). Concessionaire understands and acknowledges the applicability of the IRCA to it and agrees to comply with the IRCA in performing under this Agreement. Concessionaire warrants that verification checks have been put into effect by Concessionaire. Concessionaire agrees to indemnify the Town against damages arising from any verification violations or violations arising from the hiring of undocumented workers.

H. Operational Requirements. Concessionaire shall operate and maintain the Facility in a manner and on a schedule that is substantially similar to that of other similar facilities in Yavapai County.

(1) Maintenance. Concessionaire shall be responsible for regular and continuous maintenance of the Facility, including but not limited to, the interior and exterior of all structures, the grounds and other amenities, and all equipment and fixtures. Subject to Town approval, Concessionaire will implement a maintenance plan, and shall thereafter regularly and continuously maintain the Facility and all landscaped areas in accordance with the approved plan.

(2) Inspections. Concessionaire shall consent to and provide access for Town inspection of the Facility to confirm continued compliance with the approved maintenance plan. Said inspections shall, if possible, be timed so as not to interfere with the regular operation of the Facility.

(3) Costs and Expenses. Concessionaire shall be solely responsible for all costs and expenses incurred in the operation, management, and maintenance of the Facility, including, but not limited to, (a) all expenditures incurred by Concessionaire in the performance of its obligations under this Agreement; (b) the costs and expenses of re-ordering, restocking, maintaining, repairing and/or replacing equipment and supplies; (c) the costs and expenses of ordering/reordering foodstuffs and beverages; and (d) all other related expenses.

(4) Financial Reporting. Within 45 days after the end of each calendar quarter, Concessionaire shall deliver to Town the following information, in a form reasonably acceptable to Town: (a) a profit and loss statement, balance sheet, cash flow statement, and budget variance report showing the results of operation of the Facility for such quarter and for the operational year to date; and (b) a report indicating the number of general public patrons who use the Facility.

(5) Marketing. Concessionaire shall be responsible for the development of all marketing materials, including brochures, promotional fliers, scorecards, etc., and shall be responsible for all advertising and marketing, including but not limited to website, internet and/or email marketing efforts. The parties agree that the Town may use, at no cost, Concessionaire's marketing and advertising materials on the Town's website, billboards, publications and in other promotional materials.

(6) Utilities. Concessionaire shall be responsible for establishing and paying for all utilities at the Facility.

(7) Signs. Concessionaire shall provide a minimum of two signs on the premises identifying the Concessionaire as managing the Facility and providing for the days and hours of operation. The signs shall list a telephone number and website address where the Concessionaire may be reached. Concessionaire shall erect no advertising signs on the Facility except with the written consent of the Town Manager and in accordance with the Town's sign regulations. Concessionaire shall also install at least one permanent sign, in a form and at a location approved by the Town, crediting the Arizona Game and Fish Department for its contributions to the Facility.

(8) User Fees. Concessionaire shall be permitted to establish rates and fees for use of the Facility, provided such fees are reasonable. The Town and Concessionaire agree that the initial rates and fees to be charged by Concessionaire at the Facility, as set forth in Exhibit E and incorporated herein by reference, are hereby determined to be reasonable, and all future increases shall be justified in relation to the rates and fees in Exhibit E. Concessionaire shall provide the Town with prior, written notice of any proposed rate or fee change, which notice shall be delivered to the Town Manager not later than 6 days prior to the proposed date of the rate or fee change.

I. Taxes, Compensation Insurance, Licenses. Concessionaire shall pay promptly all taxes and excise or license fees of whatever nature, applicable to this concession, and obtain and keep current all licenses required for the conduct of this concession. Concessionaire shall not permit any of said taxes, or excise or license fees to become delinquent. Concessionaire shall at all times maintain adequate Workers Compensation Insurance and ensure the payment of compensation to all employees engaged in the operation of said concession.

2.5 Restricted Activities of Concessionaire. Without the prior, written consent of the Town, which consent may be granted or withheld in Town's sole discretion, Concessionaire shall not do, or cause or permit to be done, any of the following throughout the Term:

A. Borrow or Lend. Borrow or lend money in the name of the Facility or the Town.

B. Leases or Agreements. Enter into any lease, license, management or other agreement or contract relating, directly or indirectly, to occupancy or operation of the Facility, other than rental agreements related to private parties.

C. Assignment of Interests. Make, execute or deliver in Town's name, or with respect to any of Town's assets or the Facility, any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, security instrument, deed, guarantee, indemnity bond or surety bond.

D. Guaranty. In the name of or on behalf of the Town, endorse any note, or become a surety, guarantor, or accommodation party to any obligation.

E. Legal Action. Commence or maintain in the name of or on behalf of the Town any action or proceeding, whether judicial, administrative or otherwise.

F. Protected Marks. Use any trade names, trademarks, logos, emblems or similar identifying marks of the Town.

2.6 Not a Lease. Concessionaire shall not by virtue hereof be deemed to have become the tenant of Town; provided, however, that as to the location of the concession as

described below in this Agreement, Concessionaire is entitled to use such premises and shall be deemed merely to be a licensee entitled to enter therein for the purpose of exercising the rights and privileges granted by the concession. Upon any termination of this Agreement, Town shall have the right through such means as it sees fit to remove and exclude therefrom Concessionaire and any of Concessionaire's employees without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

3. Town Obligations.

3.1 Condition of Facility. At the time Town turns over possession and control of the Facility to Concessionaire, all portions of the Facility shall be fully functional and operational, in a condition that comports with industry standards.

3.2 Capital Improvements. It is expressly understood and agreed by the parties that all capital improvement projects to the Facility are solely in the Town's control and discretion. All costs and expenses of capital improvement projects shall be paid from Concessionaire funds, unless otherwise agreed in writing by the parties. Ownership of all capital improvements shall remain with the Town at all times during and after the Term of this Agreement.

4. Compensation; Invoices: Concessionaire shall pay the Town an amount for the privilege of occupying the Facility (the "License Fee") according to the calculation procedure and schedule of payment set forth below:

4.1. License Fee Calculation. The License Fee shall be 5% of Gross Revenues (defined below) for all activities at the Facility.

4.2. License Fee Payment. The License Fee shall be calculated annually; however Concessionaire shall pay the License Fee to the Town in quarterly estimates, with an annual reconciliation amount equal to the difference between the quarterly estimates and the actual, calculated License Fee. Concessionaire shall pay to the Town quarterly in arrears with respect to each calendar quarter during the Term, an estimate of the License Fee due for that calendar year based on Gross Revenues earned to date (each, an "Estimated Payment"), less prior Estimated Payments thereof. Each Estimated Payment shall be due within 45 days after the end of the quarter. Concessionaire shall pay to the Town annually in arrears any License Fee due for that calendar year less prior Estimated Payments. Each annual payment shall be due within 90 days after the end of the calendar year. In the event this Agreement is terminated prior to the end of the Term hereof, Concessionaire shall pay the Town, not later than 30 days after the early termination date, any portion of the License Fee due on the date of such early termination.

4.3. Liquidated Damages. If Concessionaire fails to operate the Facility or breaches the terms of this Agreement at any time prior to the natural expiration of the Agreement, Concessionaire hereby agrees that, upon its default hereunder and expiration of the cure period set forth in Section 5 below, it shall pay the Town, as liquidated damages and in addition to any amounts otherwise due, within 30 days of receipt of the Town's written demand therefore, an amount equal to 100% of the License Fee for the prior six-month period, according

to the calculation set forth above, as of the date of the Town's written demand.

4.4 Gross Revenues.

A. Operating Account. Prior to July 1, 2019, Concessionaire shall establish an interest-bearing account with a financial institution of its choice (the "Operating Account") to be used in the operation of the Facility. All Gross Revenues from the operations of the Facility shall be paid into the Operating Account and all Facility Expenses (as defined in Section 4.5 below) shall be paid from the Operating Account. Concessionaire shall own the Operating Account, shall have check writing authority with respect to it and shall be entitled to all interest accruing on it. Funds in the Operating Account in excess of those necessary to pay for Facility Expenses, to pay fees and to provide adequate cash reserves may be withdrawn by Concessionaire.

B. Gross Revenues Defined. "Gross Revenues" means and includes all receipts and revenues received by Concessionaire or any affiliate relating to or derived from the Facility, in whatever form, unless such item of revenue is specifically excepted or excluded below. By way of example, and in no way limiting the all-inclusive nature of the term, "Gross Revenues" expressly include all of the following:

(1) Commissions, fees or profit shares received by Concessionaire (or any affiliate) from revenues generated from sales by concessionaires at the Facility where the gross revenues from such sales are not received by or payable to Concessionaire or any affiliate, including, for example, vending machine commissions, ATM commissions, etc.

(2) All finance charges to customers, in case of sales on credit, whether or not payment is actually made, at, in, on or from the Facility.

(3) Revenues from the sale of gift certificates, when such revenues are received.

(4) All service fees or other consideration paid to Concessionaire as compensation for Concessionaire's sale or distribution of any item approved by the Town to be sold or distributed at the Facility.

(5) All charges for services, alterations or repairs made at, in, on or from the Facility.

(6) The proceeds of business interruption insurance, if applicable, received by Concessionaire with respect to the Facility.

(7) Payments or other compensation from any user of all or part of the Facility (including, without limitation, compensation for interior signage), unless the revenues derived by such user's operations from the Facility have already been included in the calculation of Gross Revenues.

C. Exclusions from Gross Revenues. Gross Revenues shall exclude (or be reduced by, as the case may be) all of the following:

(1) The amount of all sales tax receipts required to be accounted for by Concessionaire and paid to any government or governmental agency, but not the amount of any excise tax (except a consumer excise tax) or other governmental obligation in the nature of a tax on the privilege of doing business.

(2) The amount of any sales initially included in Gross Revenues that are subsequently subject to refund or credit.

(3) The amount of any revenues received by any licensee, contractor or concessionaire (unless such licensee, contractor or concessionaire is an affiliate) operating in or from the Facility which are not paid or required to be paid to Concessionaire.

(4) The amount of any revenues received by non-affiliate special, corporate or group business events or tournament promoters, impresarios, outside catering companies or similar third party independent contractors (including revenues derived from the sale of food or beverages) involved in the promotion or conduct of special, corporate or group business events or tournaments, which revenues are not paid or required to be paid to Concessionaire; provided, however that any fees paid to Concessionaire by such group for use of the Facility shall be included in Gross Revenues.

(5) The amount of sponsorship or advertising revenues generated from the Facility which are received by Concessionaire from sponsors or advertisers but are paid to advertising agencies or brokers as commissions.

(6) Gratuities paid or given by customers to employees of Concessionaire or food and beverage service charges billed to group business clients.

(7) Proceeds of insurance other than business interruption insurance applicable to the Facility.

(8) Loan proceeds, if any.

(9) Credits or refunds received from vendors or other third parties as a result of damage claims made by Concessionaire with respect to defective goods or services previously purchased.

(10) Checks or other instruments returned for insufficient funds.

(11) Late charges or interest assessed and received on delinquent accounts receivable, and merchant card fees paid by Concessionaire.

(12) Grants or donations received by Concessionaire from unrelated third parties for capital improvements at the Facility.

D. Special Rules regarding Gross Revenues.

(1) Multi-Facility Tournaments. Concessionaire and its affiliates may seek to organize jointly tournaments, camps or clinics to be held at the Facility and one or more other facilities (the “Joined Facilities”) as a sponsor. In such event, the revenues from such Joined Facilities tournament, camp or clinic shall be allocated among the Joined Facilities on the basis of the number of hours used in each Joined Facilities (or other equitable basis, subject to Town approval), and Gross Revenues will include only the revenues allocated to the Facility.

(2) Multi-Facility Sponsorships. Concessionaire and its affiliates may seek “Sponsorships” meaning any agreement entered by Concessionaire and its affiliates with any entity by which such entity is given the right to identify commercially with Joined Facilities as a sponsor, preferred company or other designation of similar import. In such case, the Sponsorship revenues shall be allocated among the Joined Facilities equally (or other equitable basis, subject to Town approval), and Gross Revenues will include 90% of such revenues from National or Regional Sponsors (such “National or Regional Sponsors” means, for the purposes of this Agreement, sponsors with operations in areas outside of Arizona), and 100% of such revenues from other sponsors, allocated to the Facility.

(3) Facility-Only Sponsorships. For Sponsorships applicable only to the Facility, Gross Revenues will include 90% of such revenues from National or Regional Sponsors, and 100% of such revenues from other sponsors.

4.5 Facility Expenses. During the Term, Concessionaire shall bear and pay all of the following (“Facility Expenses”): all routine and ordinary maintenance and repairs to the Facility required to preserve them in good working repair during their projected useful life, including (A) any costs incurred by or imposed on Concessionaire in the performance of its obligations under this Agreement, (B) all fees payable to Town under this Agreement, and (C) any cost expressly identified as a Facility Expense in this Agreement.

4.6 Financials

A. Sales Recording and Records. Concessionaire shall record at the time of sale, in the presence of the customer, receipts from sales or other transactions, whether cash or credit, in a cash register or registers, or a point of sale terminal or terminals, having a tape or recording device that accumulates and consecutively numbers all transactions. A receipt from any transaction showing the correct amount of purchase shall be offered to the customer at the time of any transaction, including any cash sale. Transactions not ordinarily recorded in a cash register or point of sale terminal shall be noted on and kept in a ledger format. The Annual P&L Statement and the Balance Sheet to be furnished to the Town as provided herein shall be prepared in accordance with

generally accepted accounting principles (either cash or accrual basis). Concessionaire shall keep all of the following for the purpose of audit by the Town:

(1) Accounting Records. Full and accurate books of account and records including, without limitation, a sales journal, general ledger and all bank account statements showing deposits of Gross Revenues.

(2) Receipts. All cash register or point of sale terminal receipts with regard to the Gross Revenues, credits, refunds and other pertinent transactions made from or on the Facility.

(3) Record of Exclusions. Detailed original records of any exclusions or deductions from Gross Revenues.

B. Quarterly and Annual P&L Statements and Balance Sheets.

(1) Quarterly Financial Reports. Within 45 days after the end of each calendar quarter during the Term, commencing with respect to the first calendar quarter of the first full calendar year, Concessionaire shall furnish the Town with a Quarterly P&L Statement and a Quarterly Balance Sheet certified as correct by an authorized member or officer of Concessionaire.

(2) Annual Financial Reports. Within 90 days following the end of each calendar year commencing with respect to the first full calendar year, Concessionaire shall furnish the Town with an Annual P&L Statement and an Annual Balance Sheet certified as correct by an authorized member or officer of Concessionaire.

(3) Form and Content. Each Quarterly P&L Statement and Annual P&L Statement shall be in the form acceptable to the Town Mayor or authorized designee. The parties may change the form of the P&L Statements from time to time by mutual agreement. The P&L Statements and the Balance Sheets shall be prepared on a cash or accrual basis, as determined by Concessionaire, provided the method chosen for a particular calendar year shall be consistently used throughout such calendar year.

C. Audit and Examination Rights.

(1) Audit Procedures. The Town shall be entitled at any time and from time to time during the Term, until three years after the end of the calendar year for which any Annual P&L Statement relates, to question the sufficiency or accuracy of the Gross Revenue and License Fee calculations. At any time during the Term and within one year after the end of the Term, the Town may cause an audit or examination of Concessionaire's Gross Revenue and License Fee calculations by Town employees or an independent accountant of the Town's own selection for the three most recently ended calendar years. If Gross Revenues for such calendar year(s) delivered by Concessionaire to the Town are found to be less than the amount of Concessionaire's actual Gross Revenues, Concessionaire shall immediately pay to the Town earned but unpaid

payments of License Fees due to the Town. If the audit reveals an understatement of Gross Revenues for such calendar year(s) by more than 5%, Concessionaire shall immediately pay to the Town the reasonable cost of the audit. Otherwise, the cost of the audit shall be paid by the Town. If, 10 days after written request therefor, Concessionaire fails to provide to the Town any Quarterly P&L Statement or Annual P&L Statement in the manner specified in this Agreement, this failure shall constitute a default under this Agreement. In such an event, the Town shall have the right in addition to any other rights or remedies it may have under this Agreement, to conduct an audit to enable the Town independently to determine the Gross Revenues for the Facility. Concessionaire shall reimburse the Town for the cost of such audit within 10 days of written demand by the Town.

(2) Examination of Books. Concessionaire shall, for a period of seven years following the delivery of each Annual P&L Statement, including the seven year period following the end of the Term, keep and maintain, safe and intact, all of the records, books and accounts required under this Section, and shall from time to time, upon request, make these records available to the Town, the Town's auditor, representative or agent for examination at any reasonable time on five days advance written notice. Concessionaire's books and records shall be made available for inspection by the Town or its representative at the Facility at Chino Valley, Arizona. The Town shall also have the right to make abstracts from the records, to make copies of any or all of the records and to examine and make copies of any or all contracts, licenses and concession agreements. In addition, on request of the Town or the Town's representatives, Concessionaire shall furnish copies of Concessionaire's state and local sales and use tax returns.

(3) Town Staff Inspections. Concessionaire hereby waives, for the term of this Agreement any rights it may have to keep confidential any records indicating the amount of sales generated by at or related to the Facility. Concessionaire further agrees to (a) take all steps necessary and to execute any required documents to permit the Town's authorized representative to examine any such records and (b) require, as part of any contract or agreement between Concessionaire and any person, firm or entity operating any business related to the Facility (the "Facility Occupants"), that such Facility Occupants agree to waive, for the term of this Agreement, any rights it may have to keep confidential any records indicating the amount of taxable activity relating to the Facility. Town staff shall have the right, from time to time to visit and inspect the operations of the Facility to confirm compliance with this Agreement.

4.7 Capital Improvements and Repairs.

A. Capitalized Repairs. "Capitalized Repair" means any maintenance and repair expense required to be capitalized in accordance with sound accounting practice, including without limitation (1) major repair or reconstruction of the Facility's mechanical, electrical or plumbing systems and structural items, including building roofs, slabs, foundations or walls, (2) heating, ventilation, air conditioning, plumbing, sewer, utility, irrigation and drainage systems, (3) parking lot paving and slurry, (4) perimeter

lighting, (5) paved areas other than parking areas, (6) kitchen equipment and (7) safety beams and fencing.

(1) Capitalized Repairs and Replacements. Concessionaire shall be responsible for all Capitalized Repairs, which shall be attended to according to the procedure set forth in this subsection.

(a) Concessionaire shall notify the Town Manager or authorized designee, in writing, of the nature, extent and cost of any Capitalized Repairs not later than 10 business days prior to undertaking any such repair. The Town Manager or authorized designee shall evaluate Concessionaire's assessment of the need for and cost of a Capitalized Repair and shall notify Concessionaire of the Town's approval or disapproval of the Capitalized Repair, in writing, within 10 business days after receipt of Concessionaire's notification.

(b) Once approved by the Town, Concessionaire shall contract for and make all Capitalized Repairs without undue interruption or delay, with due diligence and in a good, workmanlike manner, using first class quality construction practices and materials.

B. Capital Improvements. Concessionaire shall, on an annual basis (or more frequently if circumstances require), provide the Town with a report regarding any improvements that reasonably in accordance with sound practice should be made to the Facility, if any, to ensure that it remains a competitive, first-class venue ("Capital Improvements"). If Concessionaire recommends that any Capital Improvements projects should be completed within any full calendar year, it shall provide the Town with an estimate the cost of doing so. All Capital Improvements projects shall require the Town's prior authorization, which shall not be unreasonably withheld. The Town may, at its sole discretion, choose to contribute to the cost of Capital Improvements.

4.8 Damage or Destruction. If the Facility is damaged prior to July 1, 2019, the Town shall repair such damage at its expense. Thereafter, should the Facility be substantially damaged by a Force Majeure Event, either the Town or Concessionaire, by written notice to the other given within 60 days following the occurrence of such event, shall have the right to terminate this Agreement. If either does so, neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. The Facility shall be deemed to have been "Substantially Damaged" if: (A) the cost of restoring the Facility to their condition immediately before such damage, after applying any insurance proceeds ("Casualty Cost"), is 50% or more of the replacement cost of the Facility Improvements or (B) the Casualty Cost is more than 25% of the replacement cost of the Facility Improvements and the Term has less than three years remaining. If this Agreement is not terminated in the event of damage to the Facility either because the damage does not amount to "substantial damage" as described above, or notwithstanding substantial damage to the Facility, neither party elects to terminate this Agreement, then the Town shall proceed, at the Town's own expense (after application of any insurance proceeds), with all due diligence to commence and complete restoration of the Facility

to its condition and character just prior to the occurrence of such casualty. During any repair period resulting from an event causing the Facility to be Substantially Damaged, the License Fee shall not apply, but only for such time until such repairs have been substantially completed in a manner that would allow for the primary uses of the Facility to be conducted.

5. Default; Termination; Cancellation.

5.1 Default; Cure Period.

A. Default and Cure Process. Failure or delay by either party to perform or otherwise act in accordance with any term or provision hereof shall constitute a breach of this Agreement. Any breach not cured within 30 days after written notice is received from the non-breaching party, shall constitute a default under this Agreement, provided, however, that if the failure is such that more than 30 days would reasonably be required to perform such action or comply with any term or provision hereof, then the breaching party shall have such additional time as may be necessary to perform or comply so long as the breaching Party commences performance or compliance within said 30-day period and diligently pursues such cure to completion; provided, however, that no "Cure Period" shall exceed 90 days. Any notice of a breach shall specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. The 30-day period shall not apply where an ordinance or statute requires the Town to perform or otherwise act in a period in excess of 30 days.

B. Parties' Remedies. In the event of a default, the non-defaulting party may, in that party's sole discretion, terminate this Agreement. Upon such termination, all rights and obligations under this Agreement shall become null and void (except for those rights and obligations designated in this Agreement to survive the termination of this Agreement), and the defaulting party shall be liable to the non-defaulting party for any damages resulting from the breach.

5.2 Additional Termination Rights for Town. In addition to the rights set forth in Section 5.1 above, the Town shall have the right to immediately terminate this Agreement without regard to the Cure Period if any of the following events shall occur:

A. Insolvency. Concessionaire shall become insolvent, or shall take the benefit of any present or future insolvency statute, or shall make a general assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or a petition or answer seeking an arrangement or its reorganization or the readjustment of its indebtedness under the Federal bankruptcy laws or under any other law or statute of the United States or of any State thereof, or consent to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property.

B. Court Order. By order or decree of the court Concessionaire shall be adjudged bankrupt or an order shall be made approving a petition filed by any of its creditors or by any of its stockholders or partners, seeking its reorganization or the

readjustment of its indebtedness under the Federal bankruptcy laws or under any law or statute of the United States or any State thereof.

C. Petitions Against Concessionaire. A petition under any part of the Federal bankruptcy laws or an action under any present or future insolvency law or statute shall be filed against Concessionaire and shall not be dismissed or stayed within 30 days after the filing thereof.

D. Unauthorized Assignment. Concessionaire, without having obtained the consent of the Town as required in this Agreement, Assigns (as such term is defined below) any interest requiring the consent of the Town.

E. Health Conditions Failure. Concessionaire, as a result of Concessionaire's actions or inaction within the Concessionaire's control, fails to maintain a rating in accordance with the Yavapai County Health Code that would permit continued sale of refreshments at the Facility and after finally exhausting all of the Concessionaire's rights to appeal before the Yavapai County Health Department, Concessionaire has failed to cure such default with a time, period acceptable to the Yavapai County Health Department.

5.3 Continued Operation by Town. In the event this Agreement is terminated pursuant to any of the provisions of this Section 5, the Town shall have the right to operate the Facility or to separately contract with an entity to provide services at the Facility; Concessionaire shall have no right to any revenues therefrom.

5.4 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Concessionaire in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, Concessionaire shall immediately surrender to the Town any proceeds existing from the Facility's operations as of the termination date.

5.5 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The Town may cancel this Agreement without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a contractors to any other party of this Agreement with respect to the subject matter of this Agreement.

5.6 Gratuities. The Town may, by written notice to the Concessionaire, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Concessionaire or any agent or representative of the Concessionaire to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any

other rights and remedies, to recover and withhold from the Concessionaire an amount equal to 150% of the gratuity.

5.7 Agreement Subject to Appropriation. The Town is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. The Town's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the Town shall be relieved of any subsequent obligation under this Agreement. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Agreement, if any, in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The Town shall keep the Concessionaire informed as to the availability of funds for this Agreement. The obligation of the Town to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the Town. Concessionaire hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Agreement pursuant to this Section.

5.8 Transition to New Management Company or Operator. Subsequent to Concessionaire receiving written notification of the termination or expiration of this Agreement as set forth above, Concessionaire shall cooperate reasonably with the Town in the transition of management responsibility to a new management company or operator. In connection therewith, Concessionaire shall provide reasonable training, assistance, and direction to the new management company or operator, and shall, in good faith, endeavor to facilitate a smooth, seamless and efficient transition of management responsibility. Concessionaire's failure to comply with this Section shall constitute a material default of this Agreement. The Concessionaire and the Town acknowledge that in the event that the Concessionaire fails to perform its obligations under this Section 5.8, the Town will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, an amount of liquidated damages of \$5,000 represents a good faith estimate as to the actual potential damages that the Town would incur as a result of Concessionaire's breach of its obligations under this Section 5.8. Such liquidated damages shall be the sole and exclusive remedy of the Town for Concessionaire's breach of its obligations under this Section 5.8, and the Town hereby waives all other remedies available at law or in equity. The amount of the liquidated damages calculated hereunder does not include any penalty.

5.9 Right to Exclude Concessionaire. In the event of any breach of any of the terms and conditions of this Agreement, the Town shall have, in addition to any other recourse, the right to terminate this Agreement and remove and exclude any and all persons from the premises and to remove and exclude all property of Concessionaire therefrom.

6. Limitations on Assignment of Agreement.

6.1 Prior Consent Required. Concessionaire shall not have the right to “Assign” this Agreement, without having first obtained prior, written consent thereto from the Town. Such consent may be based, in part, on whether the proposed purchaser, assignee or transferee (A) is capable of meeting the Concessionaire’s obligations, and (B) has acknowledged in a form satisfactory to the Town that it shall assume all obligations hereunder of the Concessionaire. For purposes of this Agreement, “Assign” (or as the context may require, “Assignment”) shall be defined as (A) transferring or conveying any interest in, or transferring or delegating responsibilities under, this Agreement, or (B) the occurrence of a merger, change of control, or transfer of substantially all the assets of a party, whether by operation of law or otherwise.

6.2 Effect of Denial of Consent. If the Town decides to withhold its consent, then Concessionaire’s only remedy shall be to terminate this Agreement by giving 90 days’ prior, written notice thereof to the Town. Such termination shall be effective at the end of the then-current Town fiscal year.

6.3 Assignment to Affiliate. Notwithstanding anything herein to the contrary, Concessionaire shall have the right to assign, transfer or convey this Agreement to an affiliate of Concessionaire, provided that Concessionaire shall guarantee thereafter the payment and performance obligations of such affiliate. Such guarantee shall be given in a form that is satisfactory to the Town.

6.4 Subcontracts. Notwithstanding anything herein to the contrary, Concessionaire shall have the right to enter into subcontracts for vendors to provide any portion or all of the concession services set forth above; provided, however, that such subcontract shall not act as an assignment of this Agreement and Concessionaire shall remain solely responsible for the obligations set forth in this Agreement.

7. Indemnification. To the fullest extent permitted by law, the Concessionaire shall indemnify, defend and hold harmless the Town and each Council Member, officer, employee or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys’ fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Concessionaire, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Insurance.

8.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Concessionaire, Concessionaire shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the Town. Failure to maintain insurance as specified herein may result in termination of this Agreement at the Town's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Concessionaire. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but have no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Concessionaire from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement. Concessionaire shall ensure all necessary endorsements are executed related to the Additional Insured coverage.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

E. Primary Insurance. Concessionaire's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the Town as Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Concessionaire. Concessionaire shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. Concessionaire shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Concessionaire shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the Town and Concessionaire. Concessionaire shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance and endorsements verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Concessionaire will provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Concessionaire's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages (including necessary endorsements), conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Concessionaire's responsibility to forward renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The Town, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Concessionaire’s insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Concessionaire under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

8.2 Required Insurance Coverage.

A. Commercial General Liability. Concessionaire shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$5,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Concessionaire shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Concessionaire's owned, hired and non-owned vehicles assigned to or used in the performance of the Concessionaire's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Concessionaire engages in any professional services or work in any way related to performing the work under this Agreement, the Concessionaire shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the professional services performed by the Concessionaire, or anyone employed by the Concessionaire, or anyone for whose negligent acts, mistakes, errors and omissions the Concessionaire is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Concessionaire employs anyone who is required by law to be covered by Workers' Compensation Insurance, Concessionaire shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Concessionaire's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

8.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior, written notice to the Town.

9. Miscellaneous.

9.1 Independent Contractor.

A. Business Operations. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Concessionaire is not an agent or employee of the Town, for all purposes including the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, the withholding of income tax under the Income Tax Act, the Arizona Workers Compensation Act, the Arizona Economic Security Act, and any and all other applicable

Federal or State statutes, rules or regulations. The Concessionaire acknowledges and agrees that the services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. Concessionaire is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. Town and Concessionaire do not intend to nor will they combine business operations under this Agreement.

B. Concessionaire Employees. Concessionaire, its employees and subcontractors are not entitled to workers' compensation benefits from the Town. The Town does not have the authority to supervise or control the actual work of Concessionaire, its employees or subcontractors. The Concessionaire, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as Concessionaire meets the requirements of this Agreement. Town shall not be responsible for the wages or salaries of any employee or representative of Concessionaire, nor for any debts, liabilities or other obligations of Concessionaire. Concessionaire's employees shall not be considered as Town's employees and shall not be eligible for the benefits incident to Town's employees or subject to supervision by Town officials; provided that the Town reserves the right to require Concessionaire to employ in and about the operation of this concession only persons who in appearance, character, general manner and conduct are suitable to employment in the capacities in which they are engaged, and to require Concessionaire to promptly discharge any employee who in the judgment of the Town is not suitable for the work in which such employee is engaged, or does not conduct himself in a manner suitable and appropriate to the concession. The Town shall have the right through its officers and agents, including its police officers, to eject from the premises any employee of Concessionaire whose conduct is improper, inappropriate or offensive, and Concessionaire for itself and for such employee or employees waives any and all claims for damages against the Owners, their officers and agents on account thereof.

9.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the Yavapai County, Arizona.

9.3 Laws and Regulations. Concessionaire shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Concessionaire is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the services, including, but not limited to, the following: (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

9.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the Town and the Concessionaire.

9.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement will promptly be physically amended to make such insertion or correction.

9.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

9.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

9.8 Subcontracts. No subcontract shall be entered into by the Concessionaire with any other party to furnish any of the material or services specified herein without the prior, written approval of the Town. The Concessionaire is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Concessionaire.

9.9 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the Town of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the Town to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the Town's acceptance of and payment for services, shall not release the Concessionaire from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the Town to insist upon the strict performance of this Agreement.

9.10 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

9.11 Liens. All materials or services shall be free of all liens and, if the Town requests, a formal release of all liens shall be delivered to the Town.

3520676.7

9.12 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the Town may offset from any money due to the Concessionaire any amounts Concessionaire owes to the Town for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The Town may offset from any money due to the Concessionaire any amounts Concessionaire owes to the Town for delinquent fees, transaction privilege taxes and property taxes, including any interest or penalties.

9.13 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to Town: Town of Chino Valley
 202 N. State Route 89
 Chino Valley, Arizona 86323
 Attn: Cecilia Gritman, Town Manager

With copy to: GUST ROSENFELD P.L.C.
 One East Washington Street, Suite 1600
 Phoenix, Arizona 85004-2553
 Attn: Andrew McGuire

If to Concessionaire: Compass Training Center AZ
 3392 Wendingo Trail
 Chino Valley, Arizona 86323
 Attn: John Stankewicz, Chief Executive Officer

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.14 Confidentiality of Records. The Concessionaire shall establish and maintain procedures and controls that are acceptable to the Town for the purpose of ensuring that information contained in its records or obtained from the Town or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Concessionaire's duties under this Agreement. Persons requesting such information should be referred to the Town. Concessionaire also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Concessionaire as needed for the performance of duties under this Agreement.

9.15 Records and Audit Rights. To ensure that the Concessionaire and its subcontractors are complying with the warranty under subsection 9.16 below, Concessionaire's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Concessionaire and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Concessionaire's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Concessionaire's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 10.16 below. To the extent necessary for the Town to audit Records as set forth in this subsection, Concessionaire and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to Concessionaire pursuant to this Agreement. Concessionaire and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give Concessionaire or its subcontractors reasonable advance notice of intended audits. Concessionaire shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

9.16 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Concessionaire and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Concessionaire's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9.17 Israel. Concessionaire certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

9.18 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Town's Request for Proposal issued in connection herewith, or the Concessionaire's Proposal, the documents shall govern in the order listed herein.

9.19 Equal Treatment of Workers: Concessionaire shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the concession operations. Concessionaire shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Fair Labor Standards Act. Concessionaire shall protect and indemnify the Town and its representatives against any claim or liability arising from or based on the violation of such, whether by Concessionaire or its employees.

9.20 Subcontractor Solicitation; Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Concessionaire for services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Concessionaire of Concessionaire's obligations under this Agreement and any regulations relative to nondiscrimination on the grounds of race, color or national origin.

9.21 Examination of Records: Concessionaire agrees that duly authorized representatives of Town shall, until the expiration of three years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Concessionaire involving transactions related to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

“Town”

TOWN OF CHINO VALLEY, an
Arizona municipal corporation

Darryl L. Croft, Mayor

ATTEST:

Jami Lewis, Town Clerk

APPROVED AS TO FORM:

Andrew McGuire, Town Attorney
Gust Rosenfeld, PLC

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Concessionaire”

COMPASS TRAINING CENTER AZ,
an Arizona nonprofit corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2019, before me personally appeared _____
_____, the _____ of COMPASS TRAINING
CENTER AZ, an Arizona nonprofit corporation, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
LICENSE AGREEMENT
AND
SHOOTING FACILITY CONCESSION AGREEMENT

[Facility]

See following pages.

EXHIBIT "A"**LAND DESCRIPTION****PRESCOTT SPORTSMEN'S CLUB**

THAT PORTION OF THE LAND DESCRIBED IN DEED TO THE TOWN OF CHINO VALLEY RECORDED IN BOOK 1175, PAGE 192, OFFICIAL RECORDS, LOCATED IN THE SOUTHEASTER QUARTER OF SECTION 7, TOWNSHIP 16 NORTH, RANGE 1 WEST, GILA AND SALT RIVER BASE AND MERIDIAN, IN THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS.....

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 7;

THENCE ALONG THE EASTERLY LINE OF SAID SECTION 7 SOUTH 00° 15' 45" WEST A DISTANCE OF 2,672.12 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 7 SOUTH 89° 09' 28" WEST A DISTANCE OF 1,238.73 FEET;

THENCE NORTH 00° 50' 32" WEST A DISTANCE OF 445.52 FEET;

THENCE NORTH 57° 07' 58" EAST A DISTANCE OF 618.35 FEET;

THENCE NORTH 28° 00' 00" EAST A DISTANCE OF 275.63 FEET;

THENCE NORTH 88° 32' 20" EAST A DISTANCE OF 176.06 FEET TO A LINE WHICH IS PARALLEL WITH AND DISTANT 425.00 FEET WESTERLY (MEASURED AT RIGHT ANGLES) OF SAID EASTERLY LINE OF SECTION 7;

THENCE NORTH 00° 15' 45" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1,652.71 FEET TO THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER;

THENCE ALONG SAID NORTHERLY LINE NORTH 88° 49' 39" EAST 425.13 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 1,742,400 SQUARE FEET, OR 40.000 ACRES, MORE OR LESS.



EXPIRES 09/30/2019

LEGEND



PROPOSED SPORTSMEN'S CLUB
AREA DESCRIBED PER THIS
DOCUMENT

1/4 SECTION LINE

N88° 49' 39"E

425.13'

EAST 1/4
CORNER
SEC. 7

N.T.S.

S.E. 1/4
SEC. 7
T 16 N
R 01 W

SEC. 8
T 16 N
R 01 W

S.E. 1/4 SECTION 7 TO
TOWN OF CHINO
VALLEY PER BOOK 1175,
PAGE 192,
O.R.

N88° 32' 20"E
176.06'

N00° 15' 45"E
1652.71'

2672.12'
S00° 15' 45"W

E'LY LINE
SECTION 7

S.E. COR.
SECTION 7

N57° 07' 58"E
618.35'

N28° 00' 00"E
275.63'

RANGE

SHOOTING

S'LY LINE
SECTION 7

N00° 50' 32"W
445.52'

ROAD

1238.73'

S89° 09' 28"W

PERKINSVILLE

ROAD



EXPIRES 09/30/2019



Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

CHINO VALLEY, AZ

TOWN OF CHINO VALLEY PRESCOTT SPORTSMEN'S CLUB LEGAL DESCRIPTION EXHIBIT B

DE: KRD CH: BT DR: KRD JN: 2016729.00 SHEET 1 OF 1

EXHIBIT B
LICENSE AGREEMENT
AND
SHOOTING FACILITY CONCESSION AGREEMENT

[Town's RFP]

See following pages.

Town of Chino Valley
Request for Proposal (RFP)
Management of The Chino Valley Shooting Range Facility

Bid Start Date:

Bid End Date:

Bid Contact:

1.0 Request for Proposals

The Town of Chino Valley invites proposals from interested parties to assist the Town of Chino Valley operating the Towns Shooting Range Facility. Interested parties will assist the Town in identifying potential non-profit, private and public partnership opportunities for the operation, management, maintenance, improvement and expansion of the existing public shooting facility located at 3926 Shooting Range Road, Chino Valley, Arizona.

The facility was constructed in 2010 with assistance of a range development grant from the Arizona Game and Fish Department. The facility opened to the public in 2011. The facility consists of a fifty (50) yard pistol range, one hundred (100) yard rifle range, range master office and restrooms. Construction of a two hundred yard (200) in a third bay has been started. Previously, the range was operated by a local shooting club. The Town took over operations in 2019. The Town has dedicated 40 contiguous acres allowing for additional expansion.

2.0 Instructions and Submittal Requirements

Sealed Proposals will be received at the Town Clerk's Office, 202 North State Route 89, Chino Valley, AZ 86323 until 0:00 p.m. MST, March , 2019. One (1) original and three (3) copies of the proposal must be submitted in a sealed envelope clearly marked on the lower left hand corner of the sealed mailing envelope: "RFP for Chino Valley Shooting Range".

Any Statement of Qualifications received at the wrong location, unsealed or after the time specified will not be accepted and shall be returned without being opened.

Only one submittal set shall be submitted per interested party, firm or company.

All submittals shall follow the format and sequence described below. Failure to follow the instructions may result in rejection of the proposal. Please limit requested information to not more than fifteen (16) 8 1/2" x 11" pages, not including front or back covers, and not smaller than 11 point font. The RFP must include the following items in the order indicated:

- A. Cover letter (one page only) addressed to: Cecilia Grittman, Town Manager.
- B. Proposing Entities Capabilities: Provide a brief description of the proposing entities capabilities including the number and types of personnel who would provide services. Provide a list of relevant projects in which the proposing entity has had significant contribution with an emphasis on local experience. Include references and telephone numbers of individuals familiar with the proposing entity and capabilities (Two pages maximum).
- C. Staff qualifications (in house): General or specific experience, certifications, licenses and memberships in professional associations, societies or boards. Provide resumes of personnel who will serve in key positions including specific experience for each person. (Five pages maximum).
- D. Describe the entities ability to provide day to day management of the facility. Describe how the range will be operated. Detail the planned operating schedule, operating hours and fee schedule. (Three pages maximum)
- E. Describe the entities vision for future expansion and improvements to the facility. Describe each improvement in detail, the planned timing, financial investment required and the benefit to the facility. (Three pages maximum)
- F. Detail the entities financial ability to operate the facility and make the planned improvements. (One page maximum)
- G. Detail how the organization will balance the needs of public shooting match shooting and training classes. (One page maximum)

Please be advised that failure to comply with the following criteria will result in disqualification:

- Receipt of submittal by the cut-off date and time specified.
- Receipt of submittal at the proper location.
- Receipt of a sealed submittal package.
- The number of originals and/or copies of the submittal specified.
- Adherence to maximum page requirements.
- Acknowledgement of all addenda in the cover letter.

Entities wishing to submit an RFP may pick up the Request for Proposals instructions/information packet at the Town Clerk's Office, Town of Chino Valley 202 North State Route 89, Chino Valley, AZ 86323 or online at www.chinoaz.net. Information regarding this project may be obtained by contacting Joe Duffy, Finance Director at 928-636-2646, jduffy@chinoaz.net.

3.0 RFQ EVALUTION AND SCORING

The selection criteria and relative weights for selecting the Consultants on the final list are as follows:

<u>CRITERIA</u>	<u>POINTS</u>
Entities relevant experience, availability and capability (Item B)	20
Personnel qualification and pertinent experience (Item C)	10
Entities ability to perform day to day operations (Item D)	20
Entiites vision for future expansion (Item E)	10
Entities financial ability to operate facility (Item F)	20
Entities ability to balance the needs (Item G)	10
Overall response to RFP	10
 TOTAL POINTS POSSIBLE	 100

4.0 SELECTION PROCESS

- 4.1 Selection Committee: A Selection Committee will review the Request for Proposals and develop a list of qualified entities. The Town will then conduct interviews with each qualified entity.

5.0 TERMS AND CONDITIONS

This RFP does not commit Chino Valley to award a contract, to defray any costs incurred in the preparation of a response to this request, or to procure or contract for services.

- 5.1 Chino Valley reserves the right to extend the date by which the submittals are due.
- 5.2 Chino Valley reserves the right to cancel, in part or in its entirety, this RFP including but not limited to: selection schedule, submittal date, and submittal requirements. If Chino Valley cancels or revises the RFP, all respondents of record will be notified in writing by Chino Valley.
- 5.3 All submittals become the property of Chino Valley. Information contained in a Request for Proposals shall be made public after the final list is verified and approved by the Town Manager.
- 5.4 Chino Valley reserves the right to request additional information and/or clarifications from any or all Respondents to this RFP.

6.0 EQUAL OPPORTUNITY

Chino Valley is an equal opportunity employer. Minority and women's business enterprises are encouraged to submit Requests for Proposals for this Project.

7.0 PRE-BID CONFERENCE

There will be a pre-bid conference at the shooting facility, 3926 Shooting Range Road, Chino Valley, AZ 86323 on _____ at _____ a.m. Organizations considering submitting a proposal are encouraged to attend to tour the facility and ask questions.

EXHIBIT C
LICENSE AGREEMENT
AND
SHOOTING FACILITY CONCESSION AGREEMENT

[Concessionaire's Proposal]

See following pages.



NIELSEN TRAINING AND CONSULTING

Nielsen Training and Consulting is a firearms, consulting and tactical training organization that provides expert skill development, training and consultation for the beginner to the professional firearm owner. At Nielsen Training and Consulting, we provide specialized training to Law Enforcement and Military personnel/units, as well as to law-abiding citizens. All our courses use real world scenarios and implement the most current proven tactics. Our goal is to be innovative and adaptive while providing our clients a positive learning atmosphere that promotes the highest quality of training and education with a strong emphasis on safety, which is our highest priority.

CONTACT

John Stankewicz COO
PHONE:
928-308-3405
EMAIL:
John@Nielsentraining.com

Todd Nielsen CEO
PHONE:
4089-203-0119
EMAIL:
Todd@Nielsentraining.com

WEBSITE:
www.nielsentraining.com

CHINO VALLEY SHOOTING FACILITY

CECILIA GRITTMAN

TOWN MANAGER,

CHINO VALLEY, ARIZONA

Dear CECILIA GRITTMAN,

All of us at Nielsen Training & Consulting thank you for the opportunity to manage and run the Chino Valley Shooting Facility (CVSF). We believe we are uniquely suited to both manage the range operations as they previously existed and greatly expanding the properties use.

Nielsen Training Associates (NTA, LLC) was founded by Todd Nielsen in 2008. NTA, LLC then incorporated in 2016 and became Nielsen Training & Consulting, Inc. after Mr. Nielsen's and my own retirement from Law Enforcement. We currently provide professional firearms training across the United States and consulting work with corporations in the firearms and associated industries. Todd and I also had full time Law Enforcement careers and played major roles in running private businesses and involvement in non-profit organizations. Todd was Vice President of a major body armor manufacturer and is heavily involved with the Boy Scouts of America shooting program in Utah. I was the COO of a firearms parts manufacturer and NT&C is the sponsor of the Friends of the NRA event in Chino Valley. Additionally, I am a US Navy Veteran and a prior commander of two Veterans of Foreign Wars Posts in California and Prescott, Arizona.

Upon acceptance of this RFP, we will immediately bring the facility back to what the town had before, a safe shooting range open to the public during the week and on weekends and get the operation of the facility, "off the plate" of the town's personnel.

We plan to create a Non-Profit Organization, with a properly functioning Board of Directors, to be the entity that physically runs, maintains and improves the Chino Valley range facility. Use of a non-profit will enable grant writing for range improvements we have planned. Several professional grant writers have already been contacted and expressed interest in working with us. We all look forward to working with the Town of Chino Valley and improving our future.

Sincerely,

John Stankewicz and Todd Nielsen

B. PROPOSED ENTITIES CAPABILITIES: Provide a brief description of the proposing entities capabilities: Including the number and types of personnel who would provide services. Provide a list of relevant projects in which the proposing entity has had significant contribution with an emphasis on local experience. Include references and telephone numbers of individuals familiar with the proposing entity and capabilities. (two pages maximum)

References:

- Mike Kenny – CEO, KE Arms/M&B Manufacturing, Phoenix, AZ. – 602 400-7725
- Winston Pendleton – Friends of the NRA Coordinator, Arizona – 602 565-8916
- Jeff Quan – Owner Loaded and Safe Concealment, Gilbert, AZ. – 510 604-1622
- Cole Kynaston – Owner, Shadow Valley Weapons, Hereford, AZ. – 801 928-0126
- Mike Moyer – Owner, Moyer’s Heating & Cooling, Prescott Valley, AZ. - 928 237-0838
- Shawn Murray – Retired US Navy/DOD, Prescott, AZ. – 805 660-3200
- Kamran Pazdel – Sr. VP, Morgan Stanley, northern California - 408 859-6188
- Duane Smith – National Park Service, Grand Canyon, Arizona – 760 855-0885
- Andrew Van Dyke – Prior Service with Mr. Stankewicz, Arizona - 520 280-1492
- Gary Carpenter – Owner, Traditional Wood Interiors, Prescott, AZ. – 928 713-0661
- Glenn Ignacio – Retired USAF Pilot/NT&C Student – 650 245-3383
- Cory Nykoluk – Vice President, First Tactical, Modesto, CA. - 209 380-6281
- Joel Boswell – CEO Mechanics Hill Marketing, Robbins, NC. – 910 690-6650

Corporate Sponsors - These companies provide NT&C with their products and frequently provide discounts to our students/clients, most if not all would be present in the facilities retail store when proper indoor space is acquired.

Mean Gene Leather – www.meangeneleather.com

Loaded and Safe Concealment – www.lasconcealment.com

KE Arms www.kearms.com

First Tactical (apparel) – www.firsttactical.com

Black Rifle Coffee – www.blackriflecoffee.com

Peak Performance Ammunition – www.peakperformanceammo.com

B5 Systems – www.b5systems.com

Shadow Valley Weapons – www.shadowvalleyweapons.com

Culper Precision – www.culperprecision.com

LRK Mechanical – www.lrkmechanical.com

FireClean – www.cleanergun.com

Triumph Systems – www.triumph-systems.com

“Number and types of personnel who would provide services:”

Todd Nielsen – Corporate Founder, CEO and Master Instructor of Nielsen Training & Consulting – Overall leadership and management of the Chino Valley Shooting Facility turnover and co-coordinator of future development plans. Mr. Nielsen currently resides in Utah and travels throughout the country to conduct training. Upon obtaining a fixed training site, Mr. Nielsen’s priorities would shift to less cross-country travel and significant time at the Chino Valley facility. Mr. Nielsen is also an NRA Certified Chief Range Safety Officer.

John Stankewicz – Chief Operations Officer, Co-Owner and Master Instructor for Nielsen Training & Consulting. Mr. Stankewicz lives in Chino Valley approximately 3 minutes from the CVSF. Mr. Stankewicz would be the primary manager of the facility to include the current public shooting ranges, as well, as future shooting matches and training classes conducted by Nielsen Training & Consulting and other trainers throughout the country. Mr. Stankewicz is an NRA Certified Chief Range Safety Officer.

Regina Pecoraro – Firearms Instructor and Administrative Coordinator. Ms. Pecoraro serves Nielsen Training & Consulting as one of our professional firearms instructors and as the corporation's records keeper and travel coordinator. Ms. Pecoraro is an NRA Certified Chief Range Safety Officer. Ms. Pecoraro served in leadership positions with several veteran's organizations, including Veterans of Foreign Wars (VFW) Posts in California and Prescott, Arizona as a Service Officer. Ms. Pecoraro has assisted hundreds of veterans throughout the country with their Veterans Administration (VA) disability claims. Regina is an NRA Certified Chief Range Safety Officer.

Wayne Hawley – Firearms Instructor. Mr. Hawley has served as an Assistant Instructor/Instructor for Nielsen Training & Consulting in Arizona and around the country for the last four years. Mr. Hawley has worked at Ruger Firearms for approximately 9 years as a Lead Final Inspector. Mr. Hawley also has an extensive background in professional residential and commercial construction and landscaping. Mr. Hawley lives in Paulden, Arizona and will likely become a full-time employee of Nielsen Training & Consulting when an Arizona facility is obtained.

Woody Cannon – Consultant/Instructor/NRA Training Counselor – While Mr. Cannon resides in Utah, we have taken him on as our staff NRA Instructor and he will be available to travel to Chino Valley to instruct NRA Certification classes at the range and/or in the facilities classroom, as soon as we have that building installed.

Russell Phagan – Shooting Match Coordinator. Mr. Phagan has worked in the firearms industry since 2001 where he was introduced to action shooting sports. In 2004 Mr. Phagan the founders of "Trooper Class" that is now an equipment class/division at 3 Gun matches. Mr. Phagan resides in Phoenix, Arizona where he manages KE Arms, a manufacturer specializing in products for the firearms industry, including complete firearms and components. KE Arms produces firearms and components for competition shooting teams, Law Enforcement agencies, Military Units and the civilian market. All products are all made in USA, specifically in Arizona.

In addition to the staff listed above a minimum of one Range Safety Officer (RSO) will be present in every bay in use. During heavy use periods at least two RSO's will be active and present at the 50 yard pistol and 100 yard rifle public ranges.

Locally, Nielsen Training & Consulting has actively organized or participated in the following projects: National Night Out (previous three years), Friends of NRA Dinner, Benefit Shoot for two Chino Valley Officer's/families in need (October of 2016), Member, Chino Valley Chamber of Commerce, offering discounts to all local Law Enforcement including a standing offer of tuition free spots in all classes for Chino Valley Police Department, and their spouses.

SECTION C. STAFF QUALIFICATIONS (IN-HOUSE): General or specific experience, certifications, licenses and memberships in professional associations, societies or boards. Provide resumes of personnel who will serve in key positions including specific experience for each person. (five pages maximum)

Todd Nielsen – Corporate Founder, CEO, Director of Training Nielsen Training & Consulting:

- Overall leadership and management of the Chino Valley Shooting Facility turnover.
- Co-coordinator of future development plans for the Chino Valley facility.
- NRA Certified Chief Range Safety Officer.

Mr. Nielsen currently resides in Utah and travels throughout the country to conduct training and consulting work. Upon obtaining a fixed training site, such as the Chino Valley Shooting Facility, Mr. Nielsen's priorities would shift to less cross-country travel and significant time attending to and being at the Chino Valley facility.

Professional Summary:

Mr. Nielsen has a very diverse background that includes: Firearms and Tactical Training, Special Operations Law Enforcement careers, Stunt and technical advisory work on movie sets, Team Leadership, Management positions, Entrepreneurship, Building and designing products for tactical teams and procurement of items for those teams.

Core Qualifications:

Supervisory roles, Tactical Team Management, Management of over 90 personals for 3-day Breast Cancer walk, Crisis Negotiations, Procurement of equipment for a 90 person tactical team, Law Enforcement Team Leadership experience along with small team management, Developing and implementing training programs for a 1400 member police department.

Experience:

- **Nielsen Training and Consulting** – Owner, Chief Executive Officer/Director of Training, San Jose, CA./Spanish Fork Utah - 2008 to Present: Instructing responsible civilians, Law Enforcement and Military personnel in basic, intermediate and advanced pistol, shotgun and rifle courses. As the founder or NTAC I have developed programs that have been tested and reliable to be effective ways for humans to learn and maintain the knowledge needed to survive stress related events and prevail in them. I have several of my students/clients come back and tell me that I saved their lives with what I taught them.
- **San Jose Police Department** - Officer ~ 1990-2015 I maintained a career that spanned many facets of law enforcement. I did Bicycle Patrol and Instructor, Narcotics, Prostitution, Field Training Officer, Critical Incident Team, Crowd Control (Team Leader) Fugitive Apprehension, Less Lethal Operations, Rapid Containment Teams, Critical Response Team, Specialist Program (Trainer and Team Leader for 17 years) and Human trafficking with Bay Area Joint Terrorism Task Force.
- **Gladiator Protective Products and Services** - 2013 to 2016: Vice President/ Products and Development. I designed body armor and training programs for law enforcement and

ems personnel to go into hostile environments and secure adversary's and injured persons.

- **Any Mountain LTD** – 1988-1994 Service manager of the Ski and Bicycle service area with 9-14 persons on my team depending on the season.

Professional Affiliations:

- California Narcotics Officer Association 1998-2016.
- National Tactical Officers Association. - 1998 to 2016.
- National Rifle Association Life Member
- Professional Association of Dive Instructors 2005-present Assistant Dive Instructor/Dive Master/Rescue Diver
- Utah Gun Owners Group
- Boy Scouts of America
- Young Men's Group Leader with the Church of Jesus Christ of Latter-Day Saints (14 and 15year old's) 2016-present

John Stankewicz – Chief Operations Officer, Co-Owner and Master Instructor for Nielsen Training & Consulting.

- Primary Manager of the facility including:
- Public Range management and Chief Range Safety Officer
- Range Safety Officer hiring, scheduling and training
- Future shooting matches/competitions in conjunction with the Match Coordinator
- Nielsen Training & Consulting Training classes
- Facilitate range rental agreements/contracts for other instructors from throughout the country.

Professional Summary:

A very diverse background that includes: Military, Business Management, Sales/Purchasing, Firearms Training and Law Enforcement careers.

Core Qualifications:

Account Management, Personnel Management of 10 to 100 employees, Contract Negotiations, Purchasing and Sales of Firearms Accessories, Military, Law Enforcement and civilian Team Leadership Experience.

Experience:

- **Nielsen Training and Consulting** – Co-Owner, Chief Operations Officer, Instructor – San Jose, CA./Chino Valley, AZ. - 2013 to Present: Instructing responsible civilians, Law Enforcement and Military personnel in basic, intermediate and advanced pistol, shotgun and rifle courses. As a Co-Owner and COO, John books and participates in firearms training nation-wide. John manages the company's social media, radio and print marketing campaigns.

- **Battlecomp Enterprises** - Chief Operations Officer – South San Francisco, CA. / Prescott, AR. - 2012 to 2015: Account Management, Product Development, Manufacturing Plant - coordination/management, Sales, Purchasing and Marketing. Liaison to Distributors, Dealers and Retail Customers.
- **South San Francisco Police Department** - 1999 to 2013: Police Association President, Patrol Officer, Motor Officer, Field Training Officer, Department's Chief Firearms Instructor, Active Shooter Instructor, Patrol Rifle Instructor (Created program), Armorer for Glock and AR15 platforms, Hostage Negotiator, Patrol Bicycle Instructor. Education: Criminal Justice – College of San Mateo (California), California POST Intermediate Police Academy – 2005, California POST Basic Police Academy - 1999
- **Charles Schwab & Company** – Manager - San Francisco, CA - 1997 to 1999: Directed up to 100 employees and an approximate 11 million dollar annual budget for the company's high speed print and mail operation and document delivery services.
- **Franklin Templeton Group** - Supervisor - Foster City, CA. - 1991 to 1997: Supervised from 5 to 25 employees in the high speed print and mail operation of the company. Analyzed, planned and implemented new projects including a complete move of the operation.
- **United States Navy** – Gunners Mate 3rd Class Petty Officer - 1986 to 1991: Gun Mount Leader, .50 Cal. Operator, small arms training, maintenance, and armorer. Missile Handling/Transportation and Stowage. Four Middle East Deployments (Persian Gulf, Desert Storm).

Professional Affiliations:

- Commander - Veterans of Foreign Wars Post 4103 - South San Francisco CA. - 2013 to 2015.
- Commander - Veterans of Foreign Wars Post 541 – Prescott, AZ. - 2016 to 2018.
- President - South San Francisco Police Association. - 2007 – 2011
- NRA Certified Basic Pistol Instructor, 2013 to Present.
- National Rifle Association
- Gun Owners of America

Mr. Stankewicz lives in Chino Valley approximately 3 minutes from the CVSF. Mr. Stankewicz is an NRA Certified Chief Range Safety Officer.

Regina Pecoraro – Firearms Instructor and Administrative Coordinator. Ms. Pecoraro serves Nielsen Training & Consulting as one of our professional firearms instructors and as the corporation's records keeper and travel coordinator. Ms. Pecoraro is combat veteran and has served in leadership positions with several veteran's organizations, including Veterans of Foreign Wars (VFW) Posts in California and most recently Prescott, Arizona as a Service Officer. Ms. Pecoraro, a disabled veteran herself, has assisted hundreds of veterans throughout the country with their Veterans Administration (VA) disability claims. Regina is an NRA Certified Chief Range Safety Officer and NRA Basic Pistol Instructor. Both John Stankewicz

and Regina Pecoraro will certify/re-certify Range Safety Officers as needed. Ms. Pecoraro resides in Chino Valley. Regina has her AA Degree from Skyline College in northern California.

Wayne Hawley – Nielsen Training & Consulting Firearms Instructor. Mr. Hawley has served as an Assistant Instructor/Instructor for Nielsen Training & Consulting in Arizona and around the country for the last four years. Mr. Hawley has worked at Ruger Firearms for approximately 9 years as a Lead Final Inspector. Mr. Hawley also has an extensive background in professional residential and commercial construction and landscaping. Mr. Hawley lives in Paulden, Arizona and will likely become a full-time employee of Nielsen Training & Consulting when an Arizona facility is obtained.

Sturm, Ruger & Co., Inc. 01/2011-Present

- Responsible for rapid, accurate assembly of a variety of pistols in various calibers.
- Advanced to function fire tech in 04/2011, responsible for proof testing and overall functionality of newly assembled pistols.
- Advanced to final inspector in 07/2013, responsible for final inspection for overall appearance and safety functionality of newly assembled and test-fired pistols.
- Advanced to lead final inspector 11/2016, responsible for oversight of a 4-man team in firing range.

Certifications:

- Distinguished Expert, Basic Pistol, Winchester Marksmanship Program, 2015
- Distinguished Expert, Defensive Pistol I, Winchester Marksmanship Program, 2015
- NRA Certified Basic Pistol Instructor, 2013 to Present.
- NRA Certified Defense in the Home Instructor, 2014 to Present.
- NRA Certified Range Safety Officer, 2013 to Present.
- Defensive Combat Pistol Seminar I, Static Defense Training Systems, 2015.
- Defensive Combat Pistol/Carbine Seminar II, Static Defense Training Systems, 2015.
- CCW permit holder (Arizona, Utah).

Russell Phagan: Shooting Match Coordinator. Mr. Phagan has worked in the firearms industry since 2001 and competing in 3 Gun and other action shooting sports since 2002, attending many of the major 3 Gun competitions around the country. In 2004 Mr. Phagan created the “Trooper Class” that is now a major event category in the competition shooting industry. Mr. Phagan resides in Phoenix, Arizona where he manages KE Arms, a manufacturer specializing in products for the firearms industry, including complete firearms and components. KE Arms produces firearms and components for competition shooting teams, Law Enforcement agencies, Military Units and the civilian market. All products are all made in USA, specifically in Arizona.

Woody Cannon: Consultant/Instructor/NRA Training Counselor – While Mr. Cannon resides in Utah, we have taken him on as our staff NRA Instructor and he will be available to travel to Chino Valley to instruct pre planned NRA Certification classes at the range and/or in the facilities classroom, as soon as we have that building installed. Mr. Cannon is highly sought after as an instructor for NRA Programs and helps to develop new programs for the NR. With his vast knowledge of the NRA he is an incredible asset to our team.

SECTION D. Describe the entity's ability to provide day to day management of the facility. Describe how the range will be operated. Detail the planned operating schedule, operating hours, and fee schedule. (three pages maximum)

The board of directors has proven itself in the daily operations of entrepreneurship. Todd Nielsen has owned Nielsen Training and Consulting for over 11 Years and was the VP a ballistic armor and other ballistic products company for over 2 years. Todd did all that while still working a full-time job as a special operations team police officer in Northern California. John Stankewicz is the Chief Operations Officer of Nielsen Training and Consulting and he was the Chief Operations Officer of a major firearms and part manufacturer and distributor. John also did this while being a full-time rangemaster for his police department in Northern California. John is also a Navy Veteran. Several board members are also veterans. As the two key board members we are very dedicated to the shooting sports and building new shooting enthusiasts. With our past proven history and our experience of being on and using ranges this will be an easy transition into a non-profit company.

We propose the hours of operation to be 6 days a week during the winter months (November 1 to March 1) and 7 days a week during the rest of the year. (summer hours). The hours of operation for the winter months would be 8 am to 5 pm Tuesday to Sunday. The summer months would be from 8 am to 6 pm. We would have a special one night a week that is open only to select club members that we would stay open until sunset during the summer months. We would also have guest instructors come in approximately once a month that would be allowed to shoot until 10 pm. All shooting must be completed by 10 pm but cleanup and maintenance can be completed after as long as a Range Safety Officer is available. If there is not an RSO available, then the course will not be able to go past the regular shooting hours.

The range can be closed because of inclement weather (Excessive rain that causes flooding on the range, or excessive snow to not allow safe movement around the range for example) but will open as soon as it safe to do so. There is the potential that, for a short time, we initially open the range from 8-5 Wednesday to Sunday until we can hire adequate amount of staff.

We will be working with local Chino Valley food and beverage distributors to bring food out to the range for the weekends and special events. For this we will designate a special area that will be accessible by all patrons of the range. For weekday and other times, we will work with vendors to supply vending machines for the patrons of the range. In turn we will work with the City of Chino Valley to locate the ideal spot and set electricity and cover for the machines and parking areas for the food vendors and the tables, tents and trash receptacles needed for the food vendors.

We will be hiring at least 1 Range Safety Officer for each active range during the hours of shooting. In busier times the ratio of 1 RSO to 12 Shooters will be maintained and followed for each public range pad. We will have a clerk to check in all shooters. We are researching Point of Sales systems to automate and electronically track as much as the paperwork as much as possible. We plan to hire at least 5 RSO's and 2 clerks to run the ranges. We plan to hire a

janitorial service to do deep cleaning of the facility buildings on a monthly basis, but daily cleaning will be done by the staff and RSO's.

Our plan is to work on an hourly rate of \$15 per shooter with a maximum of 3 shooters on a lane. Junior Shooters under the age of 18 will be a rate of \$10. The hourly rate will be adhered to when there are busy times but more laxed when the range is running at a slower pace. We want to encourage people to use this as a destination rather than just a turn over facility that just wants your money. We will encourage our staff to become friendly with all clients that shoot at the range and to call those that they come to know by their first names to make it a welcoming place for them to come shoot.

We propose to increase the prior 30 cents per shooter per day that was used by the prior entity, to \$1.00 per shooter per day. These funds would be used for the improvement of the land and would be in addition to the improvements that will be obtained through donations and grants that we and the town work to secure. These funds can be paid on a monthly basis or on a schedule that suits the Town of Chino Valley. We plan to pay our Clerks a wage of \$10.00/hour, Range Safety Officers \$11.00/hour and Chief Range Supervisors \$15.00/hour. All employees will meet E-Verify, OSHA and FLSA standards. We will also have selected volunteers that will help on the range. This could include but is not limited to students needing community service hours for school and other projects, those who need to fulfill community service hours, and those that just wish to support the range and the non-profit.

We plan to have a monthly 2-hour clinic after hours one specified weeknight a month to encourage continued training. (7-9pm for example) The cost of those clinics will be \$25 to the open public, \$15 dollars to Basic Subscription holders and free to the Premium Subscription holders.

We plan to do several types of subscriptions to also increase the family feel of shooting at the range. **Please note that our intentions are to set up the non-profit as being run by the Board ONLY. Club membership will not exist as it had in the past, "Subscriptions" will not include voting rights.** Each subscription will include the following:

1. Unlimited use of the public ranges
2. 1 target for each time they come to the range.
3. Advanced notice to sign up for training courses being held at by the facility.
4. 5% discount on items purchased at the upcoming pro-shop in the future.
5. *Premium subscriptions will also gain priority access to the after-hours shoots being held each month plus two extra targets at time of check in and a free soda or water for each premium subscription.*

Subscriptions Per Year

- Junior \$50 (under 18 years of age and all juniors must always be accompanied by parent or legal guardian while on the range)
- Collegiate \$100 (for those students 18 to 25 years of age and attending college. They must show valid college identification to be eligible for this program).

- Basic \$150 (one adult, 18 years or older)
Premium \$200 (one adult, 18 years or older)
- Family Subscriptions are for up to 6 immediate family members living in the same home.
Basic \$400
Premium \$800
- Month to month subscription
\$20 cancel anytime
- Draw from a holster certificate
\$50 initial fee (\$10 annual renewal)
We have seen with great success that several people wish to be able to draw from a holster or position of concealment. We have set up a program that in a 4 hours course of instruction we can certify people to draw from a holster and that program will only be \$50 annually with a renewal of \$10 for every year after that. All active duty local, county, state and federal law enforcement will be exempt from the program with showing of a valid identification card. All active duty law enforcement will be able to rent a public shooting lane for \$5 each day. This is designed to encourage all law enforcement to continue their training. Law enforcement that are active duty will also receive a discount on all in house courses.
- Those wishing to use a public range lane for an entire day can rent one for the cost of \$50 for the entire day.

We intend to build and rent action range pads to outside trainers. Each outside trainer will be required to show certificates of insurances, teaching credentials, and allow one spot for range staff to attend the training at the discretion of the non-profit board of directors. Full range pad rentals are as follows

Skeet range daily rental \$150/day
Archery Range daily rental \$100/day
25-yard Pistol range \$100
Cowboy action Pistol range \$125
50 Yard Multi-purpose \$175
200 Yard range \$175

Each range pad will include one target stand and backer for each student attending. Steel targets will be available for rental at an additional fee or provided on certain types of range bays.

Per standard NRA guidelines, Standard Operating Procedures (SOP's) will be developed. SOP's will include all range safety rules, hold harmless agreements and all range procedures. Range staff and Range Safety Officers will use the SOP's to guide them in the performance of their duties.

E. Describe the entities vision for future expansion and improvements to the facility. Describe each improvement in detail, the planned timing, financial investment required and the benefit to the facility. (Three pages maximum)

Classroom/Meeting room: A portable building will be acquired and used/rented as a classroom for visiting instructors, NRA classes, draw from the holster classes and other classes put on by the facility. The room will also serve as a meeting room for customers to gather for future events. We want all of our customers to be in a comfortable welcoming environment and have a place to meet/rest, out of the weather.

Retail Sales: Using our sources and current sponsors, we plan to offer sales of several items from the retail store. This would be another use of the meeting room or another structure may be needed/required. Our reputation within our industry has provided us with outstanding, high quality sponsorships. Our philosophy as a training company and especially being prior Law Enforcement, is that we will never use, endorse or sell a product we would not trust our own lives with. While there are many reputable sources for retail sales items, sales of the following items would be planned for:

- Ammunition – Peak Performance
- Targets – Action Targets
- Eye and ear protection - Walker's
- Coffee - Black Rifle
- Rifle compensators - Shadow Valley Weapons
- clothing and associated gear - First Tactical,
- Weapons cleaning products from Fire Clean and Pig Lube,
- Kydex holsters – Loaded and Safe Concealment,
- Leather holsters and associated gear – Mean Gene Leather goods
- KE Arms – Small parts and firearm accessories
- And of course, our own rifle parts line of triggers and selectors from Nielsen Training & Consulting

Many of these companies would be contacted not just for products to sell in the retail venue but, also as sponsors for the facility via donations of funds and equipment. Several have already shown interest in financial commitments at this time. Currently there is no proposed plan to establish an FFL for any firearms sales on the facility.

Range Bays:

- The existing 200 yard range bay needs to be completed and/or an analysis conducted to determine if there is room for longer bay going out to 600 or 800 yards. Long range "scoped" shooting is popular as a recreational sport of for rifle scope "sighting in" for hunters. Final decisions/recommendations on the layout of this bay can be presented to the town within the first three months of operation. We are aware that there are

“Grading and Drainage plans that exist from the Town of Chino Valley. We do however, believe that the design and future planning must, in some regards, “start fresh.” Both the entity and the Town of Chino Valley must remain open minded to new ideas and be considerate to the fact that the developmental future of the Town as a whole, benefits us all.

- **Match Bays:** Shooting matches and competitions bring people and money into the community. A professional Match Coordinator, Russell Phagan will be brought in immediately to start the process of scheduling and promoting matches/competitions at the facility. A minimum of four separate bays are required to run a professional competition. The time table to commence new matches will be determined once appropriate bays are developed.
- **Training/Class bays:** When matches are not being held, the match bays will be available to rent for out of town or in town firearms training companies who have the proper credentials. The training bays would also be available to Law Enforcement agencies and other qualifying groups, Arizona Rangers for example. Currently, the existing ProForce Range, next to CVSF is often booked solid and can be difficult to obtain for training purposes. Our additional training bays can help alleviate some of those scheduling issues and potentially bring more people into the town on a consistent basis. There is no intention of taking business away from the town/Police Department in regards to the ProForce Range but, rather give Law Enforcement agencies, groups and trainers more alternatives. Other uses for the bays include: Monthly .22 Rimfire Junior Shooting events, archery practice and competitions, an Axe Throwing bay (Currently one of the most popular “new” sport activities in the country) and RSO development and training. With approval from the Town of Chino Valley, forming new range bays can start within 60 days of acquiring responsibility for the facility and will most likely continue for approximately 6 to 12 months. Use of heavy equipment and materials will be donated.
- **Shotgun specific bays:** We have partnered with a company out of Houston, Texas. “Briley” distributes, installs and helps design skeet, trap and shooting clay sports facilities throughout the United States. They are also a major distributor and help design Mattarelli equipment, the leader in the industry. Jason Menke of their pro team may be able to actually travel to the facility here in Chino Valley and help with the design process. The equipment is expensive and each clay throwing unit ranges in price from \$3,000 up to \$7,000 per unit before installation. This investment will need to be obtained via grants and/or revenue from the facility. The projected time table would be approximately two years in the future.
- We will be acquiring access to heavy earth moving equipment to form additional match/training bays and the equipment needed (several steel target set ups, wooden barricades etc.) to conduct safe, fun and economically profitable shooting matches. The cost of labor and equipment will be provided via donation to the non-profit we form. Work on the ranges and donation of equipment can begin within 60 days of acquiring

F. Detail the entity's financial ability to operate the facility and make the planned improvements. (One page maximum)

Future expansion of the facility will come from four main sources:

1. Grants – Running the facility as a non-profit will open the door to several different grant avenues. Nielsen Training & Consulting has sponsored the “Friends of the NRA” Dinner for Chino valley since its inaugural event three years ago. At the end of each fiscal year and after all dinners state wide have been held, we participate in the grant review and approval process. 100’s of thousands of dollars in grants are reviewed at the annual meeting. We firmly believe we the Chino Valley facility can be a benefactor of those grants. Additionally, National NRA grants are also available and generally consist of even higher dollar amounts. Both the “Friends of the NRA” and NRA National are aware of our efforts in obtaining the Chino Valley facility. As you are aware, Arizona Game and Fish are also sources for grants.
2. We have received a generous offer from the CEO of KE Arms/M&B Manufacturing. Mike Kenney has committed to approximately, \$60,000 to \$100,000 in total for labor, structures and equipment at the facility. Mr. Kenny has the heavy equipment needed to reform the range and with the approval of the town, several new shooting bays can be created without any cost to the Town of Chino Valley. Mr. Kenny is heavily involved in the manufacturing and fabrication businesses, nationwide. Located out of Phoenix, Arizona, KE Arms provides the rifles and several other items to Nielsen Training & Consulting’s Instructors. Mr. Kenney will also provide donations of steel targets for the range bays and metal overhangs and buildings in the future. Additionally, Mr. Kenny and KE Arms recently donated \$34,000 worth of patrol rifles to the Navajo Country Sherriff’s Department, as well, as several other Law Enforcement organizations throughout the state of Arizona.
3. As a non-profit, we will be able to provide funds for future expansion from revenue generated from, the public range fees, match fees, subscription fees, and other retail sales occurring at the facility from our numerous corporate sponsorships. With a professional Match Coordinator assisting with the facility, “Professional” matches will be coming into Chino Valley, assisting the town’s economy as well.
4. As a corporation, a working bank account in the amount of \$25,000 minimum, will be opened and maintained for facility expenses.

SECTION G. Detail how the organization will balance the needs of public shooting, match shooting and training classes (One page maximum).

This dynamic is very important to us. It is no secret that the economics and tax base of Chino Valley and surrounding areas of northern Arizona are changing. We, meaning the entity that assumes responsibility for the range facility and The Town of Chino Valley need to, "Tap into" new revenue and income that is currently moving into our state and local area.

However, we feel it is equally important to serve the local community and understand their economic life style as well. We have noticed the for the majority, major training sites and major well known "High end" trainers, do not often cater to or give back to the local communities they provide services in. Our facility SHALL provide a safe and affordable shooting and training environment for our local community. Our goal is to always have the pre-existing public shooting range open and available at a reasonable cost at all times, uninterrupted by outside trainers or matches.

Currently, prices for nationwide trainers and established training sites can cost significant money to the consumer in base tuition alone, not including equipment and travel expenses. We know of traveling trainers charging \$700 to \$1,000 for courses two to three days long. We know of fixed location sites that charge over \$2,000 for week long classes. We certainly desire to bring these types of trainers to the facility to rent our range bays. We know many of them personally from our own time in the industry: Chris Costa, Travis Haley, Dave Spaulding, Ken Hackathorn, Larry Vickers and several other well-known trainers are constantly looking for range locations to market their own classes. We look forward to reaching out to these instructors and letting them know they have a new range to teach from. Nielsen Training & Consulting, also hopes to benefit from convenient ranges to use for our own classes.

Matches/competitions will also bring "new money" into Chino Valley when they are held and when enough range bays are constructed. It is our hope that local shooters will see these matches and get involved themselves, equaling more business for all.

We plan on putting our full marketing force behind all activities at the facility. Our current radio advertisement on KPPV in Prescott will be updated to showcase the new facility upon approval of this proposal.

In conclusion, our goals are to re-open the public range and keep it open at an affordable price. Provide one, two and three day classes at affordable prices and with discounts to those who have membership/subscriptions to the public range. Rent the range bays to high end nationwide trainers to come and teach as well. We will strive to serve the needs of multiple economic levels and income brackets: **Bring locals back – Bring new residents in – Bring in new customers from outside the area.**

**Chino Valley Shooting Range
Concessionaire Management Agreement
Initial Contract Terms and Conditions**

Nieslen Training and Consulting
165 E 900 N #1802
Spanish Fork, Utah 84660

They are setting up a non-profit to operate the range. Once it is set up we'll contract with that organization.

Term - Initial Term 10 years, with 5-year annual renewal after the initial 10-year period.

Council will approve the rates and operating hours annually.

Town will collect a 5% fee of their gross receipts for all activities paid quarterly. Funds will be used exclusively to make range improvements at the Towns discretion.

Concessionaire will provide a quarterly report detailing agreed upon usage statistics.

Town will have the right to audit their books.

Town will conduct a pre move in inspection and checklist. Concessionaire will return property in same condition.

All improvements made during the term of the agreement will revert to the Town.

At least one permanent sign shall be installed which credits the Arizona Game and Fish Department and provides the time and days the facility is open to the public.

Exhibit 1 – Initial Rates

Exhibit 2 – Operating hours

EXHIBIT D
LICENSE AGREEMENT
AND
SHOOTING FACILITY CONCESSION AGREEMENT

[Environmental Stewardship Plan]

See following pages.

ENVIRONMENTAL STEWARDSHIP PLAN

For The
Chino Valley Shooting Facility
Operated By
Compass Training Center AZ
3926 Shooting Range Road
Chino Valley, AZ 86323

July 1, 2019

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1.0 Introduction

The Chino Valley Shooting Facility is located at 3926 Shooting Range Road in Chino Valley, Arizona (the “Facility”). This Town-owned facility is to be operated by a Concessionaire chosen by the Town.

1.1 Mission Statement

The range is designed to provide a location for public shooting, firearm training and competition shooting for residents as well as visitors to the area.

1.2 Purpose

The Purpose of this Environmental Stewardship Plan (the “Plan”) is to:

- Identify issues of potential environmental concern that may exist;
- Identify, evaluate, and prioritize appropriate actions to manage these issues;
- List short- and long-term action items and the steps needed for implementation;
- Develop and implement a schedule;
- Identify ways to measure the Plan’s success;
- Annually evaluate the progress made towards achieving our environmental stewardship goals;

1.3 Goals

- Prevent off-site migration of lead through groundwater and surface water runoff.
- Conduct lead recovery.
- Discourage ingestion of lead by wildlife.

2.0 Site Assessment

2.1 Description of Ranges and Support Facilities

- A. The Facility currently has four firing bays. The Facility is located in a rural setting, situated on 40 contiguous acres, which include safety and shot fall zones. The floor area is comprised of dirt, decomposed granite, and gravel with native vegetation on the berms. The range will have a maximum 38,000 shooter days a year which equates to approximately 100 people shooting at the range every day of the year.
- B. The Facility has an office and restroom facility that are located outside the berms / shooting area near the parking lot.

2.2 Existing Environmental Conditions

- A. Each shooting bay within the Facility has berms on three sides with a drainage point in the southeast corner. The drainage leaves the Facility and collects in a catch pond/basin.

- B. The Facility is designed for shooters to shoot into one designated impact berm in each bay. Each berm has a Fall Area associated with the berm. The “Fall Area” is defined as the 12 feet of ground prior to the berm that runs the length of the berm.
- C. This range has two main issues of concern. The first is the depositing of lead into berms and into the Fall Area. The second is the ability of lead to leave the range in runoff water to the catch pond/basin.

3.0 Action Plans

3.1 Individual Plans

- A. Plan 1: Reclaim lead from primary berm on 50 yard bay and Fall Area every five years, with the first reclamation process to be completed not later than January 1, 2024, and subsequent reclamation processes to be completed every five years thereafter.
- B. Plan 2: Reclaim lead from primary berm on 100 yard bay and Fall Area every five years, with the first reclamation process commencing January 1, 2024, and subsequent reclamation processes to be completed every five years thereafter.
- C. Plan 3: Reclaim lead from primary berm on 200 yard bay and Fall Area every 10 years with the first reclamation process commencing January 1, 2029, and subsequent reclamation processes to be completed every five years thereafter.
- D. Plan 4: Reclaim lead from action/training bays Fall Area every five years with the first reclamation process commencing January 1, 2024, and subsequent reclamation processes to be completed every five years thereafter.
- E. Plan 5: Apply lime in catch pond/basin when pH level drops below 6.5, or pH level is more than 1.0 below the base sample taken from natural location on the Facility property.*
- F. Plan 6: Reclaim soil of catch pond/basin every 10 years with the first reclamation process commencing January 1, 2024, and subsequent reclamation process to be completed every five years thereafter.
- G. Plan 7: Apply lime on berms and fall area when pH levels drop below 6.5, or pH level is more than 1.0 below the base sample taken from natural location on the Facility property.*

*Base pH level should be gathered July 1, 2019, from within the Facility, but not from interior of shooting range bays.

3.2 Testing

Not later than six months prior to the reclamation scheduled according to the Plans described in Section 3.1 above, lead testing of the specific shooting bay berm and Fall Area shall occur. If testing reveals lead levels below 400ppm average, reclamation can be postponed as outlined below:

- A. One year if lead levels are recorded at 300ppm - 400ppm.
- B. Two years if lead levels are recorded at below 300ppm.
- C. Four years if lead levels are at below 200ppm.

Upon expiration of the postponement periods set forth in this Section, testing of lead levels shall occur. Once levels reach 390ppm, a reclamation must be scheduled to occur within six months of the test.

3.3 Plan Implementation Schedule

- A. Scheduling of all closures, work and other matters will be done during non-peak range use. This time will generally be between November and February.
- B. Testing of pH and/or lead levels should be conducted in May or June of the year as outlined in Plans 1-7 set forth in Section 3.1 above.
- C. Lime application should be scheduled in May or June, soon after testing has been conducted. As a rule of thumb, 50 pounds of lime per 1,000 square feet should raise soil pH by 1.0.

3.4 Measuring Success

A monitoring system must be implemented to measure the impact or success of the Plans, and to guide whatever changes may be necessary to reinforce success and make the most of environmental stewardship efforts.

3.5 Vegetation

Vegetation is not desired inside the shooting bays, except on the berms. Berm vegetation is necessary to help with erosion control of the berms surrounding the Facility. With the increased pH levels, absorption of lead by the vegetation will decrease. Methods of destruction of vegetation, such as weed pulling and spraying, should occur as needed to keep the ground clear of vegetation.

3.6 Wildlife

Any wildlife observed or seen inside the berm shall be reported immediately to the Chino Valley Police Department. The design, including fencing and gates, of the Facility is primarily for security, but it should also serve a secondary purpose of keeping wildlife out of the range area.

3.7 Soil and Runoff pH

Track soil and runoff pH through annual monitoring and adjust the amount of lime applied to different areas of the range to maintain a pH level that will prevent lead from dissolving (i.e., a pH of 6.5 - 8.5).

3.8 Erosion

Annual berm photographs shall be taken to monitor and provide tracking of berm conditions to help maintain berm construction as needed to maintain the Facility in safe operating condition.

4.0 **Plan Review and Revisions**

Continue to monitor the environment and review the Plan on an annual basis. Update the Plan as needed and set goals for subsequent years. Interact with other industry professionals to maintain industry standards. Monitor environmental regulations to ensure compliance.

Resources

UNIVERSITY OF MINNESOTA
Lead in the Home Garden and Urban Soil Environment
By Carl J. Rosen, Extension Research Soil Scientist
Department of Soil, Water and Climate
2010

http://healthvermont.gov/enviro/lead/lead_soil.aspx
<http://www.extension.umn.edu/garden/yard-garden/soils/lead-in-home-garden/>

EXHIBIT E
LICENSE AGREEMENT
AND
SHOOTING FACILITY CONCESSION AGREEMENT

[Initial Rate and Fee Schedule]

See following pages.

Compass Training Center Az Fee Schedule

(Amended 06-12-19)

Public range use (50-yard Pistol Range or 100-yard Rifle range)

Adults (18 and older)

\$15 per Person (Max of three people to a lane)

\$10 Active duty Law Enforcement and Military.

\$11 Veterans with proper ID and Retired Law Enforcement.

Juniors (Under 18 years old)

\$10 per person (must always be accompanied by a parent or legal guardian)

Draw from the Holster Certificate Course \$50

We have seen with great success that several people wish to be able to draw from a holster or position of concealment. We have set up a program that in a 2-4-hour course of instruction we can certify people to draw from a holster and that program will only be \$50 one-time fee with an annual renewal of \$10 for every year after that. All active duty local, county, state and federal law enforcement will be exempt from the program with showing of a valid identification card. There will be no cross draw, ankle or shoulder holsters that will be certified for this course.

Subscription Memberships (All subscriptions Include unlimited use of the public range)

Month to Month \$20 Unlimited day use of the public ranges. (Cancel anytime)

Junior \$50 Unlimited day use of the public ranges. (under 18 years of age and all juniors must always be accompanied by parent or legal guardian while on the range)

Colligate \$100 Unlimited day use of the public ranges. (for those students 18 to 25 years of age and attending college. They must show valid college identification to be eligible for this program)

Veteran and Law Enforcement Subscription \$150

Unlimited day use of the public ranges, 2 free targets each time you check in, a soda or cup of coffee or water with each range check in, a draw from the holster certificate course, Advanced notice to sign up for courses provided on Compass Training Center AZ Property, \$10 off monthly 2 hour training classes provided after hours and select discounts to classes hosted at Compass Training Center AZ by outside trainers. (Valid for 1 Calendar Year)

Basic Subscription \$150

Unlimited day use of the public ranges, 1 free target each time you check in, a draw from the holster certificate course, Advanced notice to sign up for courses provided on Compass Training Center AZ Property, \$10 off monthly 2 hour training classes provided after hours and select discounts to classes hosted at Compass Training Center AZ by outside trainers. (Valid for 1 Calendar Year)

Basic Family Subscription \$450

Valid for up to 6 members of the family living in the same home, unlimited day use of the public ranges by each family member, 1 free target for each family shooter that checks in, 1 draw from the holster certificate course

for adult over 21, Advanced notice to sign up for courses provided on Compass Training Center AZ Property, \$10 off monthly 2 hour training classes for each shooter provided after hours and select discounts to classes hosted at Compass Training Center AZ by outside trainers. (Valid for 1 Calendar Year)

Premium Subscription \$200

Unlimited day use of the public ranges, 2 free targets and bottle of water each time you check in, a draw from the holster certificate course, Advanced notice to sign up for courses provided on Compass Training Center AZ Property, \$15 off monthly 2 hour training classes provided after hours and select discounts to classes hosted at Compass Training Center AZ by outside trainers. (Valid for 1 Calendar Year)

Premium Family Subscription \$800

Valid for up to 6 members of the family living in the same home, unlimited use of the public range by each family member, 2 targets for each shooter that checks in, 1 draw from the holster certificate course for an adult over 21, advanced notice to sign up for courses provided on Compass Training Center AZ property, \$15 off monthly 2 hour training classes for each shooter provided after hours and select discounts to classes hosted at Compass Training Center AZ by outside trainers. (Valid for 1 Calendar Year)

All subscription holders will have access to private bays based on future subscription opportunities and availability.

Compass Training Center AZ reserves the rights to reevaluate and adjust the pricing structure biannually to fit industry standards and based on improvements to the facility. (IE adding action bays, long range bays, Axe throwing, action bays, archery, cowboy action shooting private shooting bays)

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TOWN OF CHINO VALLEY COUNCIL AGENDA ITEM STAFF REPORT

Town Council Regular Meeting

7.b.

Meeting Date: 07/09/2019
Contact Person: Frank Marbury, Public Works Director/Town Engineer
 Phone: 928-636-7140 x-1226
Department: Public Works
Item Type: Action
Estimated length of staff presentation: 10 minutes
Physical location of item: Water Reclamation Facility and Memory Park

AGENDA ITEM TITLE:

Consideration and possible action to award a Design-Build contract to JEBCO Construction Companies, LLC for the Utility's shop building at Old Home Manor and Memory Park restrooms in the amount of \$103,320.00 for Pre-Construction Services.

RECOMMENDED ACTION:

Award a Design-Build contract to JEBCO Construction Companies, LLC for the Utility's shop building at Old Home Manor and Memory Park restrooms in the amount of \$103,320.00 for Pre-Construction Services.

SITUATION AND ANALYSIS:

Public Works' Engineering staff developed a Request for Qualifications (RFQ) for Design-Build (DB) services for the design and construction for the Utility's shop building at Old Home Manor and restroom at Memory Park. The proposed Utility's shop building, to be located at the Town's Water Reclamation Facility, will be a 40'x80' steel building on a concrete foundation. The general layout is for an open shop area with two drive-thru bays for large vehicles, offices, restrooms, and a laboratory. The building will be insulated, heated, cooled, and plumbed. The restrooms at Memory Park will be constructed in a new building south of the existing restrooms. The building will have a men's, women's, and unisex restrooms.

The RFQ was advertised on February 22, 2019 and six (6) Statements of Qualifications (SOQ) were received on March 27, 2019. The project selection panel (comprised of one licensed contractor, two licensed engineers and staff) reviewed and ranked the received SOQs as follows:

- 1 Jebco Construction Companies (Prescott, AZ)
- 2 GCON Inc. (Phoenix, AZ)
- 3 Caruso Construction, Inc. (Scottsdale, AZ)
- 4 B's Contractors, LLC (Prescott, AZ)
- 5 Rock Gap Engineering (Albuquerque, NM)
- 6 JWJ Design Builders, Inc. (Gilbert, AZ)

Public Works' Engineering staff negotiated with Jebco for the contract price. At some point during the pre-construction phase, the DB Team will submit a Guaranteed Maximum Price (GMP) Proposal for

construction to be approved by the Town.

Other Pertinent Documents Available Upon Request:

Appendix A - Design-Build Agreement between the Town and Jebco Construction (complete version) is available at www.chinoaz.net/AgendaCenter with July 9, 2019 meeting documents

Fiscal Impact

Fiscal Impact?: \$103,320

If Yes, Budget Code:

Available:

Funding Source:

Attachments

No file(s) attached.
