



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION
TUESDAY, MARCH 25, 2025
5:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

***AMENDED* AGENDA PACKET – Attached Resolution for Item 6(a) corrected**

- 1. CALL TO ORDER; ROLL CALL**
- 2. Arizona Public Service (APS) representatives Frank Sanderson, Northern Division Director, and Darla Deville, Community Affairs Manager NW Division, regarding the Public Safety Power Shutoff Program.**
- 3. Presentation and update from Joshua McIntire, Chief of Police, on Evacuation Software and Emergency Alert System.**
- 4. ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, MARCH 25, 2025
6:00 PM

COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY, ARIZONA 86323

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**
 - a. Presentation from Susie Jarvis, citizen, regarding new pickleball courts for the Town of Chino Valley.
 - b. Discussion and presentation by Katie Pehl, Finance Director, regarding the reduced tax rate on manufactured building sales.
- 3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.**

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

4. 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 Terri Denemy regarding Town accomplishments, and current or upcoming projects.

5. 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 authorize the Police Department to apply for and expend grant funding from the Arizona Governor's Office of Highway Safety.
- b. Consideration and possible action to approve the February 5, 2025, study session minutes.
- c. Consideration and possible action to approve the February 11, 2025, study session and regular meeting minutes.
- d. Consideration and possible action to approve the February 25, 2025, study session and regular meeting minutes.

6. 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. Public hearing, consideration, and possible action to approve Resolution No. 2025-1281, a conditional use permit for Olsen's Events to continue the existing rodeo use and to allow additional outdoor recreational activities at 344 S. State Route 89, Chino Valley, Arizona.

Recommended Action: Approve Resolution No. 2025-1281 a conditional use permit for Olsen's Events to continue the existing rodeo use and to allow additional outdoor recreational activities.

- b. Consideration and possible action to approve Resolution No. 2025-1280 approving the Intergovernmental Agreement with the Yavapai County Community College District for the construction of water and wastewater improvements.

Recommended Action: Approve Resolution No. 2025-1280.

- c. Consideration and possible action to approve a Professional Services Agreement with B & W Fire Security Systems, L.L.C., for card reader door access systems for the Public Works and Human Resources buildings for an amount not to exceed \$20,072.96.

Recommended Action: Approve the Professional Services Agreement with B & W Fire Security Systems, L.L.C., for card reader door access systems for the Public Works and Human Resources buildings for an amount not to exceed \$20,072.96.

7. ADJOURNMENT

Dated this 18th day of March, 2025.

By: Erin N. Deskins, Town Clerk

The Town of Chino Valley endeavors to make all public meetings accessible to persons with disabilities. Please call 928-636-2646 (voice) or 711 (Telecommunications Arizona Relay Service) 48 hours prior to the meeting to request reasonable accommodation to participate in this meeting.

Council meetings are live-streamed on the Town of Chino Valley website, www.chinoaz.net.

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: _____
Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2a
MEETING DATE: 3/25/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Presentation from Susie Jarvis, citizen, regarding new pickleball courts for the Town of Chino Valley.

SUMMARY:

A request was filed on behalf of Susie Jarvis for a presentation on an upcoming agenda with the Clerk's office on 02/25/2025. The request was sponsored by Councilmember Holt and Councilmember Schacherer regarding the benefits of new pickleball courts.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Jarvis request for presentation item
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TOWN OF CHINO VALLEY
PUBLIC/COUNCIL REQUEST FOR COUNCIL AGENDA ITEM

(Public: Fill out only the sections in *italic* type preceded by *)



Regular Meeting



Special Meeting



Study Session:

DATE SCHEDULED:

3/25/25

TIME:

6 pm

*CONTACT

PERSON:

Susie Jarvis

*PHONE:

951 315 0913

*ORGANIZATION

(if applicable):

Chino Valley Pickleball Assoc



Report/Presentation Only



Consent



Action

*Estimated Length: 15 min.

*PLEASE DESCRIBE YOUR AGENDA ITEM REQUEST AND LIST ATTACHMENTS (if any):

Identify benefits of new pickle ball courts to CV
Cost of the courts
The benefits of pickleball to our citizens
and to Chino Valley

*BACKGROUND INFORMATION:

3 bids for the cost of the courts

RECEIVED

FEB 25, 2025

Town Clerk's Office
BY: E. Deskins

*RECOMMENDED MOTION:

Move to

Build 8 new pickle court

FISCAL IMPACT?

Yes

If Yes, Budget Code:
(if known)

Available: \$

SIGNATURES OF COUNCIL SPONSORS:

[Signature]

Councilmember

Larry Holt

[Signature]

Councilmember

Bob Schacherer



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2b
MEETING DATE: 3/25/2025
CONTACT PERSON: Katie Pehl, Finance Director, Erin Deskins, Town Clerk
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Discussion and presentation by Katie Pehl, Finance Director, regarding the reduced tax rate on manufactured building sales.

SUMMARY:

The Clerk's office received a filed request from Councilmember Holt, having gained sponsorship from Councilmember McCafferty and Councilmember Schacherer for a study session item on the reduced tax rate provided on modular home sales.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Council Request for Council Agenda filed 02.25.25
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CHINO VALLEY

A R I Z O N A

RECEIVED

FEB 25, 2025

Town Clerk's Office
BY: E. Deskins

Town Clerk
202 N. State Route 89
Chino Valley, AZ 86323
Phone (928) 636-3130
clerks@chinoaz.net; www.chinoaz.net

**PUBLIC/COUNCIL REQUEST
FOR COUNCIL AGENDA ITEM**

(Public: Fill out only the section in *italic* type preceded by *)

☐ Regular Meeting ☐ Special Meeting ☒ Study Session
DATE SCHEDULED: _____ TIME: _____

*CONTACT PERSON: LARRY HOLT *PHONE: _____
*ORGANIZATION (if applicable): _____

☒ Report/Presentation Only ☐ Consent ☐ Action *Estimated Length: 30 min.

*PLEASE DESCRIBE YOUR AGENDA ITEM REQUEST AND LIST ATTACHMENTS (if any):

REQUEST FOR A BRIEF PRESENTATION FROM FINANCE
DIRECTOR REGARDING THE FISCAL IMPACT OF
THE REDUCED TAX RATE PROVIDED ON MODULAR
HOME SALES.

*BACKGROUND INFORMATION:

THE TOWN HAS GRANTED A REDUCED TPT SALES
TAX ON THE SALE OF MODULAR OR PREFABRICATED
HOMES. GIVEN CURRENT FISCAL CONCERNS SHOULD
COUNCIL DISCONTINUE THIS PRACTICE?

*RECOMMENDED MOTION:

Move to

FISCAL IMPACT? _____ If Yes, Budget Code: (if known) _____ Available: \$ _____

SIGNATURES OF COUNCIL SPONSORS:

John McCafferty
Councilmember

Bob Schacherer
Councilmember





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 3/25/2025
CONTACT PERSON: Joshua McIntire, Chief of Police
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to authorize the Police Department to apply for and expend grant funding from the Arizona Governor's Office of Highway Safety.

SUMMARY:

Each year the Chino Valley Police Department applies for and receives grant funds from the GOHS. This year we would like to request funds for \$40,400. The DUI Saturation Overtime funding will allow us to conduct enhanced traffic enforcement operations, specifically targeting high-priority violations such as speeding, distracted driving, and impaired driving. These efforts will not only ensure the enforcement of traffic laws but also serve as an educational opportunity for the public, promoting safer driving practices. Ultimately, this initiative aims to create a safer environment for both the citizens of Chino Valley and its visitors.

In addition, the Chino Valley Police Department's current drone technology is outdated and lacks the necessary software to effectively assist in accident investigations. By upgrading to the DJI Matrice 30T Drone, coupled with the PIX4Dmapper and PIX4Dreact software, we will be able to document accident scenes with high-resolution and thermal imaging. This will allow for more precise scene reconstruction, improving the efficiency of investigations. Additionally, the drone will significantly speed up road closures, reducing the disruption to traffic and minimizing the chances of secondary accidents, ensuring the safety of both officers and the public.

Moreover, the SoToxa Roadside Drug Screening System will greatly enhance our ability to enforce DUI drug laws. This mobile system provides rapid, on-site drug screening with reliable results, eliminating subjectivity and misinterpretation. Delivering instant system analysis and printouts will help ensure accurate DUI drug enforcement and assist in protecting roadways from impaired drivers under the influence of drugs.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Authorize the Police Department to apply for and expend grant funding from the Arizona Governor's Office of Highway Safety.

FISCAL IMPACT?

There is sufficient budget capacity under the miscellaneous grants budget to allow staff to spend the grant funds if awarded to the Town.

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 3/25/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 5, 2025, study session minutes.

STAFF RECOMMENDATION:

Approve the February 5, 2025, study session minutes.

ATTACHMENTS:

1.	2025 02 05 CC SS MND
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**MINUTES OF THE STUDY SESSION OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
WEDNESDAY, FEBRUARY 5, 2025
12:00 PM
GRACE CHURCH | 2010 AZ-89 | CHINO VALLEY, ARIZONA 86323**

1. CALL TO ORDER, ROLL CALL

Mayor Armstrong called the meeting to order at 12:13 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo - remote, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt

Absent: Councilmember Robert Switzer

Staff Present: Town Manager Terri Denemy, Human Resources Director Laura Kyriakakis, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Police Chief Josh McIntire, Lieutenant Randy Chapman, Lieutenant Amy Chamberlin, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, IT Tech Support Sandra Santos, IT Tech Support Matt Widner, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. DISCUSSION ITEMS

- a. Town Council will engage in strategic planning activities and discussion to determine priorities which will guide the 2024/25 budget process.

Terri Denemy, Town Manager, presented the following:

- Staff changed the order of presentations to allow Councilmember Phillips to participate in Council priorities.
- Discussed some economic possibilities in the coming year as well as funds that were no longer available (such as Covid funds), funds that could be threatened, and options to get the Town through the next year to 18 months to continue providing services to residents.

Katie Pehl, Finance Director, presented the following:

- The budget process objective was to align the budget with community goals, council goals, and ensure fiscal responsibility and transparency.
- Reviewed the budget process steps. The public survey and today's budget workshop checked off the first two steps. An additional study session would be held in April, followed by the budget review and tentative budget adoption in May, and public hearing and final budget adoption in June.
- Reviewed survey results (175 responses):
 - Most respondents lived in Chino for six years or more and lived in the town limits.
 - Most respondents were over the age of 65. Very few were under the age of 24.
 - The younger demographic wanted more activities.

- Reviewed priorities from survey results based on a weighted average. The highest priority was protection of the aquifer followed by neighborhood streets maintenance, and major thoroughfare maintenance not including Hwy 89. The lowest priority was centralizing town services.
 - Expansion of water and sewer systems were lower on list. Staff felt that they should take more opportunity to educate the public on the connection between protection of the aquifer and expansion of the water and sewer systems.
- 79% of respondents were unsatisfied or very unsatisfied with the roads. Only 16% were satisfied or very satisfied and came more from the younger demographic.
- When asked to choose their top three priorities respondents chose street repairs, and aquifer protection. Recreational opportunities, business recruitment, and public safety were tied for third
 - Staff stated it was important to note that an item might not have been identified as a priority because residents were already satisfied with what the Town was doing.
- The most used facilities were the parks and library.
- Respondents felt the biggest challenges facing the Town was roads, maintaining rural character, and managing growth. Challenges low on the list were crime, traffic, quality entertainment options, and a larger council meeting space.
- Open ended comments were presented to Council in their packet.
- Gave a brief overview of the future financial outlook.
 - Negatives included slowing job growth, slowing personal income growth, slowing home purchases due to higher mortgage rates, slowing retail sales, and rising construction costs potentially affecting municipalities.
 - Positives included job growth in key sectors such as education and health services, expected expansion of high-tech industries, lower unemployment rates, steady demand for housing particularly in smaller municipalities, and population growth driven by net migration.
 - Unknowns included federal changes especially with funding and tariffs, and foreign affairs/conflicts.
 - Gave a graphical overview of the Town's debt through 2047.
 - Gave a graphical overview of the Town's potential debt through 2047 if the Town took on WIFA loans for the water reclamation facility expansion and water production facility.
 - Future considerations included the Town's aging infrastructure, PFAS and PFOS treatment, potential food tax elimination (would go into effect January 2027 if passed), PSPRS unfunded liability, and Old Home Manor area plan.

Council and staff discussed the following:

- Vice-Mayor Granillo inquired if the debt projections included grants.
 - Staff stated they were based on the payment amount. If the Town did not receive the grant portion the amounts could be higher. The first WIFA loan would be going before the board this month.
- Councilmember Schacherer stated that the Del Rio Springs building work is supposed to be getting done with volunteers, grants, etc.
 - Staff stated they were working on those options but had included the numbers in the presentation as a budget item to keep it on the Council's radar.
- Discussion ensued regarding PFAS treatment and potential funding options.

- Discussion ensued regarding the potential elimination of food tax and the path to get it passed and how it would affect municipalities across the state.

Council Priorities

Council stated their individual priorities for the budget:

- Councilmember Holt:
 - Road repairs
 - Keeping the Town rural
 - Public safety (he stated that safe roads were part of public safety)
- Councilmember McCafferty
 - Roads
 - Sustainable water
- Councilmember Schacherer
 - Roads
 - Better relations with staff
- Councilmember Phillips
 - Water
 - Expansion of wastewater and sewer
 - Roads
- Vice-Mayor Granillo
 - He was concerned about the Town's future tax revenues
 - Water/sewer
 - Police force (he wanted to have enough people so that officers were not being overworked)
 - Roads
- Mayor Armstrong
 - Infrastructure – particularly getting people on water and sewer.

Council used stickers to give a weighted average on the importance of each matter.

Council and staff discussed the following:

- Discussed the reasons for adding an additional budget study session so that Council could be more involved and have more opportunity to move money around to fund the items they felt were most appropriate.
- Discussion ensued regarding online shopping revenues and how it might be affected if a recession hits.

Staff Presentations

Cyndi Thomas, Community Services Director, presented the following:

- Staff's goal was to maintain the level of service they were accustomed to and expand where appropriate and financially responsible.
- Budget additions included:
 - Aquatics:
 - Resurfacing the pool deck which would turn 20 years old this year.
 - Library:

- Add library staff in place of the library director/manager, hire a new cataloger, and create office space for library staff from the space that HR had vacated.
- Senior Center:
 - Bring back trips and adventure programs and expand more on activities and nutritional education.
- Recreation:
 - Enhance the Town's main events, continue with the Peavine Trail expansion, continue planning of Phase III of Community Center Park.

Council and staff discussed the following:

- Councilmember Schacherer asked for more details about the pool deck resurfacing.
 - Staff stated it would be a cool deck surface. Staff would be looking at other options to see if there were any other options.
- Councilmember McCafferty inquired how much the pool deck would cost.
 - Staff stated they would need a new quote as the previous quote of just over \$108,000 was from 2023.
 - Councilmember McCafferty inquired if the Town might have staff that could do the project.
 - Staff stated they would be looking at any alternatives.
- Councilmember McCafferty inquired about Phase III planning and if there were extra funds needed for engineering.
 - Staff stated that there were no additional costs as the scope and engineering were already in the process.
- Councilmember McCafferty inquired if there were any third-party participants in the Peavine Trail expansion.
 - Staff stated that Yavapai Trails and Prescott Parks & Recreation would be the ones that cut the trail. Staff was also working closely with Trust for Public Lands.
 - Councilmember McCafferty inquired what amount of funding staff would be looking at to pursue the project.
 - Staff estimated that it would be less than \$5,000 for the entire project.
- Councilmember Schacherer inquired if prices would be included in the budget.
 - Staff stated that prices were not being presented at this meeting but would be included in the next budget presentation in April. Staff waited to invest time in such particulars until they could hear priorities from Council.
- Councilmember Schacherer stated he didn't hear anything about heated bags for meal deliveries.
 - Staff stated new bags were coming out of their normal budget and were ordered at the end of November. However, they would not be heated bags because not everyone had accessibility in their vehicles for the heated bags. But staff could look into the matter further.
- Councilmember Holt inquired about square footage on the pool deck.
 - Staff didn't have that number on hand but could provide it at a later time.

Laurie Lineberry, Development Services Director, presented the following:

- Goals for the coming year included:
 - Rewriting of the zoning code was already funded and would be their main focus once they got the solar matter completed.

- Staff was looking to complete an area plan and design guideline for the Horizontal Multi-Use areas throughout Town. People had come in wanting to do some development in those areas, but staff didn't have a guideline to provide them. Staff asked for funding for this task last year and would continue asking until it could be funded.
- Now that Public Works had vacated the Development Services building the space was disjointed and staff was looking to remodel to make it a more functional space. Staff would like to take out some walls and create a conference room.
- Staff felt that several departments would benefit from the employment of a full-time GIS Technician. Staff needed a base map of the Town with all the right coordinates that would allow staff to build other maps. Staff believed the position would have enough work to keep someone busy.

Council and staff discussed the following:

- Councilmember McCafferty inquired about piggybacking on Yavapai County's GIS contract.
 - Staff stated they already have an IGA with the county and money budgeted, but the scope was very minimal, and it was difficult to do anything without a base map of the Town.
 - Discussion ensued regarding how the GIS position would help all departments including engineering, economic development, police, etc, and whether the position would have work for the next five years.
 - Mayor Armstrong inquired if it would require hiring a consultant to fill the position.
 - Staff stated that they would do standard recruitment.
 - Staff cautioned against hiring someone and "splitting responsibilities" as it often resulted in someone being trained in one area and not the other. They also end up not being able to split responsibilities well.
 - Mayor Armstrong inquired what the position would cost.
 - Staff stated it would likely be in the \$75,000 - \$80,000 range.
 - Councilmember Schacherer stated that several departments had asked for and received a budget of \$20,000 for GIS. He was confused about why they all needed it because he was unsure of what GIS was.
 - Staff stated that \$20,000 was given to IT, water and wastewater was given \$25,000 each. Repurposing those funds would cover \$70,000 of that salary. There would still be additional costs when considering benefits, but it wouldn't be as significant as a full position.
 - Staff offered to give Council a presentation on what GIS is.
 - Councilmember Schacherer inquired what grade the position would be.
 - Staff stated it would be comparable to a Senior Planner with a top range of \$101,000. Staff would do an assessment to determine what the market calls for.

Meeting recessed at 1:32 p.m.

Meeting resumed at 1:48 p.m.

Maggie Holmberg, Economic Development Manager, presented the following:

- She had no budgetary additions this year. The year's priorities would include:

- Business attraction – she would especially be looking to bring in more hotels as the Town looked towards more tourism with the new state park.
- Increasing tourism.
- Finding more grants and outside funding.
- Site selection and real estate development.
- Intergovernmental relations – this is something staff was looking to expand within the Town to make sure the Town’s financial interests were being protected.

Council and staff discussed the following:

- Councilmember McCafferty inquired what grants were available in relation to economic development.
 - Staff stated that infrastructure equaled economic development. Ms. Holmberg writes all the grants for the Town. She was currently applying for state parks grants for a staging area down Perkinsville Road. The biggest challenge when attracting businesses was the lack of infrastructure. She also helped the Police Department with congressionally directed spending.
 - Discussion ensued regarding business recruitment and interest in Chino Valley and development coming to surrounding areas including Bashas, Aldi, etc.

Katie Pehl, Finance Director, presented the following:

- Priorities for the coming year would include:
 - Tax collection to capture all potential revenues. Staff was looking to contract with an audit service to do audits to get the Town any tax revenues being missed.
 - External audit contract – the Town’s current auditors said their prices would change significantly since the Town’s last contract with them was from five years ago. The RFP was already out.

Laura Kyriakakis, HR Director, presented the following:

- HR had no budgetary additions this year. The year’s priorities would include:
 - Transferring of files from physical to paperless to increase efficiency, productivity, enhance security, reduce disaster recovery, and ensure legal compliance.
 - Employee retention via benefits and programs. Turnover can be very expensive. The budget currently had some money to enhance retention to maintain and produce a productive work environment.
 - Improve performance management program (HelloTeams) to enhance communication, align employee goals with Town goals, set clear expectations, track and measure progress, identify development needs, improve decision making, and improve the culture.

Council and staff discussed the following:

- Councilmember McCafferty inquired if the Town’s turnover rate of 13% was high.
 - Staff stated that the Town’s turnover had recently gone up and while it wasn’t considered a high percentage, staff hoped to see the number go down.
 - Staff stated that sometimes the reason for higher turnover was higher recruitment. A number of employees had retired and some left the state, so some of the reasons for turnover could not be controlled.

- Mayor Armstrong inquired about “Calm” and if it was well received and how much it cost the Town.
 - Staff stated that it was an indirect cost because Yavapai Combined Trust pays for it. Staff stated that it was widely used and people enjoyed it.
- Councilmember Holt inquired if it was normal for an employee to take 15 years to get to the top of their pay range.
 - Staff stated they no longer use a step program. About eight years ago they moved to pay ranges with a minimum and maximum. The ranges move up to match COLA increases every year. Merit increases move employees up in their ranges. The grades are then reevaluated every two to three years to make sure that the minimum and maximum are competitive to match the external market. Staff tried to keep the ranges so that employees would not cap out.
 - Further discussion ensued regarding the trajectory and timeline of step increases and range increases.

Spencer Guest, IT Manager, presented the following:

- Priorities for the year included:
 - Replacement of two virtual servers from 2017. Typically, the Town ran servers for seven to 10 years depending on what they were being used for which was longer than some other places would.
 - Replacement of a backup server from 2017.
 - Expansion of door access control. This would help with the management of keys, management of public, enhance security, and would provide the ability to track when employees come in, and disable employee access if they leave the Town, etc.
 - Police internet and phone system redundancy for emergency operations. This system should be able to stand alone in case there is some kind of event in Chino Valley. Staff was looking at something like Starlink so that it would be outside the area of Chino Valley.

Josh McIntire, Police Chief, presented the following:

- Based on one of the biggest complaints the Police Department received from residents regarding traffic and speeding, PD was asking for a traffic enforcement unit which would be dedicated to DUI, traffic collision investigation, and providing targeted enforcement for those complaints.
 - The department had received less money from the Government Office of Highway Safety (GOHS) because they haven’t been able to focus as much on traffic. Staff hoped that a unit dedicated to traffic offenses would help bring those funds up again.
- The department hoped to hire a PANT officer. The Town had not had an officer in this position for about two years. PANT still came out to Chino Valley to help, but staff wanted someone from Chino Valley that could focus on the area. PANT was offering half-funded positions (50% of the hired officer would be paid for through PANT funds). The Town would pay the other half.
 - Staff pointed out that the Town received Smart & Safe Arizona funds from Prop 207 which must be used for public safety personnel expenses. Staff had been compiling that money over the last few years as they were not sure how much they would be getting. Staff currently had about \$250,000 in the account and were getting \$70,000-\$80,000 annually.

- The department was requesting an additional records clerk as they have received a lot of requests for reports and FOIA over the last year (100 just for January 2025). One two-hour incident could be eight hours of body cam footage that has to be redacted. Staff was also looking at some redaction software to help cut down on the time spent on redactions.
- The officer shooting range at Compass Training was constantly utilized and it only had one porta potty. Staff was requesting to construct a bathroom.
- The department was requesting an Emergency Manager/PIO position. The Police Chief was currently spending 60% of his time on emergency management. This item was meant to start the conversation of the need for the position rather than an official request. The department was doing good things but could do better and wanted to enhance what they were already doing.

Council and staff discussed the following:

- Councilmember Schacherer inquired if the PANT funding covered benefits as well.
 - Staff stated that it did and came with a vehicle as well. PANT also provided officers with body cams, additional armor, etc.
- Councilmember Schacherer inquired about a radar that the Police Department received.
 - Staff stated that they received GOHS grants for three radars, one lidar, and motor mounts. One sergeant was motor trained and utilizes the bike when he can, but he can't ride full time or focus on traffic as much because he's a sergeant. There were still officers interested, and it would be part of the traffic enforcement unit.
- Councilmember Schacherer inquired if service for the motorcycle was still in effect.
 - Staff stated they had an IGA with Prescott to have the motorcycles serviced.
- Councilmember Schacherer inquired how many animal licenses were issued. Last time he checked it he felt it was a very low number.
 - Staff did not have the number on hand but agreed with him.
- Councilmember McCafferty inquired how many positions the department was asking for.
 - Staff stated they were asking for a total of four and a half positions.
 - Further discussion ensued regarding an Emergency Manager/PIO and why those positions were wrapped together and where the position would actually be placed.
- Councilmember McCafferty inquired what the starting salary was for an officer.
 - Staff stated it was \$63,398.
 - Discussion ensued regarding pay for officers for the surrounding areas and strategies to retain officers.

Frank Marbury, Town Engineer, presented the following:

- Administration/Parks/Facilities/Fleet:
 - Staff needed to develop a townwide circulation plan to fulfill General Plan objectives. Engineering standards and codes also needed to be looked at because they were tied in with zoning codes.
 - Staff wanted to continue working on pay-as-you-go vehicle replacements rather than lease/purchase.
 - Ballfield, playground, and parking lighting. Staff was looking at portable light packs for use at night meetings and other events.
- Utilities:
 - A vector truck for jetting main lines and cleaning out manholes and the lift station. Streets could also be used to jet culverts. The current vector truck was from 1996.

- Staff wanted to complete a study for aging controllers and power spikes at the reclamation facility, and make sure any new equipment matched the old equipment.
- Pretreatment programs needed to be updated to make sure that the Town could accommodate a new RV park or other developments.
- Streets:
 - Staff was mainly looking at equipment to work on street repairs.
 - Class 8 dump truck (6 wheel) with a skid steer with milling attachment. While these were separate items staff was requesting them as a package.
 - Asphalt recycler. Staff was looking at possibly not buying the trailer that was budgeted for this year and rolling those funds into the purchase of a recycler next year.
- Capital Projects:
 - Street projects – staff was looking at doing a pulverize and double chip seal process to get a 5-to-7-year life out of some roads in lieu of a full street replacement. This method could get four to five times the distance of a full road replacement.
 - Water Reclamation Facility equalization basins, drying beds, and plant improvements.
 - Water Production Facility design. Staff felt they should have the design on the shelf in case funding came along.

Council and staff discussed the following:

- Councilmember McCafferty inquired if the Town was behind on updating codes.
 - Staff stated that the proposed updates only pertained to building codes. Prescott and Prescott Valley had been leading “The Quad City Standards” so that all cities and towns in the quad cities’ areas would have roughly the same engineering details. Staff would bring that to Council for adoption when complete.
- Councilmember Schacherer inquired about the vector truck being in the budget last year.
 - Staff stated that there was no funding obtained for it so it was not purchased and was being requested again. Staff suggested possibly wrapping it into the WIFA loans for the plant projects.
 - Staff stated that some things were put into the budget so that the Town would have the spending authority should they find some funding for the item.
 - Staff stated the plant was getting to a point where they needed to flush the lines and the vector truck was what they needed to complete that.
- Councilmember McCafferty inquired about possibly spending \$250,000 to improve the current truck.
 - Staff stated that the improvements would be put on a 30 year old chassis that had a life of 10 years. Staff felt that in this case it wouldn’t be a wise use of the funds. The truck broke down more than it worked. Staff didn’t know if the frame itself was worth saving. It had experienced several electrical fires. Staff stated they could look further into the option of repairing the vector truck.
- Councilmember McCafferty inquired if the asphalt recycler could do chip seal.
 - Staff stated it would be more of a hot mix for some of the larger patches like a contractor did at Cactus Wren and Road 1 North. With the asphalt recycler staff could do an intersection like that if they needed to.
- Councilmember Schacherer inquired how long the design of the water production facility would be relevant.

- Staff stated that it would be good for about 10 years and then it would need to be looked at again just to make sure anything like a valve detail didn't need upgrading.
- Councilmember Schacherer inquired if the design also showed underground activity.
 - Staff stated that it would make the project shovel ready.
- Councilmember Holt inquired if there would be any expenses for the cemetery take over.
 - Staff stated that there was some maintenance costs. Staff wanted to have the cemetery for a year and analyze the costs particularly in manpower, chemicals, etc. From there staff would determine if it was something that could be handled in-house or should be added to the contract.
- Councilmember Schacherer inquired about adding parks/maintenance workers last year.
 - Staff stated that a part-time position was made a full-time position which helped and the department was not requesting any additional staff this year.

Erin Deskins, Town Clerk, presented the following:

- Staff was hoping to increase the training budget mainly for the records specialist. The Arizona State Library, Archives, & Public Records did not have a training program and had not had one in many years. Staff was looking to go through National Association of Government Archives & Records Administrators (NAGARA). The records specialist was currently a member and got a good rate for being a first-time member, but it would go up next year. More training was requested specifically for public record requests.
- The Town Clerk was looking to participate in the International Institute of Municipal Clerks annual conference. It would be held in St. Louis this year, and Reno next year. The conferences applied directly to Ms. Deskins being able to earn her Master Municipal Clerks designation.

Council and staff discussed the following:

- Councilmember Schacherer inquired if staff had a price for the trainings.
 - Staff stated it would likely be less than \$4,000 additional to the budget line.

Terri Denemy, Town Manager, presented the following:

- Council:
 - The Mayor was involved in several bodies and was meeting with legislators more, which was requiring a lot of travel.
- Town Manager:
 - Staff was not requesting an increase but wanted to discuss the vacant position and how it should be staffed as far as title and salary.

Council and staff discussed the following:

- Councilmember McCafferty inquired where the Council's \$30,000 goes and if they ran a zero balance. He felt that Council should be the last to receive additional funds.
 - Staff stated that a lot of it went to the League Conference, cell phone stipends, Paulden Plunge, etc. Staff would provide Council with the data from the last few years.
 - Staff stated that they did not believe the Council ever went over the budgeted amounts.

- Staff would put out a survey to Council with the presented staffing requests so that Council could give their priorities based on what they heard today.
- Councilmember Schacherer inquired if rollovers would be included in the budget again this year as it was in prior years.
 - Staff stated that they intended to have those numbers to Council sooner this year and if the projects were not moving forward, they would be presented as a re-request.
- Staff discussed adding the extra meeting to meet Council's desire for more engagement.

3. ADJOURNMENT

Mayor Armstrong adjourned the meeting at 3:17 p.m.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 5th day of February, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2025.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 3/25/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 11, 2025, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the February 11, 2025, study session and regular meeting minutes.

ATTACHMENTS:

1.	2025 02 11 CC SS RG EX MND
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**MINUTES OF THE STUDY SESSION AND
REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CHINO VALLEY**

TUESDAY, FEBRUARY 11, 2025

5:00 PM

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Mayor Armstrong called the meeting to order at 5:01 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent: Councilmember John McCafferty

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmberg, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. Discussion regarding fee schedule updates.

Katie Pehl, Finance Director, presented the following:

- The last comprehensive fee schedule was adopted in 2012. There had been various fees addressed through resolution during that time, but not a comprehensive overview.
- The process to approve a new fee schedule was lengthy and there would be time for Council to reduce some fees if they saw fit. Nothing would be approved at this meeting.
- Staff considered applicable State laws and statutes, analysis of service costs, pricing factors and rationale for any subsidies when the Town did not receive full cost recovery on fees, and customer experience.
- Staff took the original 306 fees and ended with a new total of 275 fees. Staff eliminated 42 fees, added 62 fees, 79 fees were consolidated down to 28 fees, modified 85 fees, and left 100 fees unchanged.

- Gave an overview of the Community Services fee changes on items such as ramada reservations, use of athletic fields, use of the Senior Center building, Senior Center suggested donation for meals, color printing at the library, etc.
- Gave an overview of the changes and additions to Development Services fee on items such as inspections, building fees, and plan review. Valuation based fees were calculated as an amount per square footage or some other designation. Provided a table outlining the valuations.
 - Staff recommended that the valuation table increase by CPI each year on July 1st starting in 2026 so that the Town would not fall behind the inflationary rates as it had in the past.
- Gave an overview of the changes and additions to Development Services planning fees on items such as zoning maps, annexations, land division and use, general plan, zoning code, and development agreements.
- Gave an overview of the changes and additions to Municipal Court fees.
- Gave an overview of the changes and additions to Police fees such as background checks and fingerprint cards.
- Gave an overview of the changes and additions to Engineering fees such as utility line and streets inspections, right-of-way permits, and plan reviews.
- Gave an overview of changes to Town Clerk fees including liquor licenses, business licenses, commercial records requests, mailing costs, and digital media recordings.
- Gave an overview of water and wastewater fees.
 - Discussed the standpipe base rates not being charged the way they were intended. Staff was recommending clarifying that language to show a set amount per 1,000 gallons for each tier and charging water haulers to the same rate and not a flat rate.
 - Discussed changes in buy-in fees and base charges for RV park spaces and mobile home park spaces.
 - Base charges were often set on the number of fixture units for multi-family residential, so RV park and mobile home park spaces were being included under that element, however, fixture units was difficult to determine. Not having all sewer customers hooked into water made it even more difficult to find a fair amount to charge as the amount of water used could not be monitored. Staff was trying to find something that would not be arbitrary, but even across the board.
 - Staff also considered the fact that even small homes with fewer than 20 fixture units would pay the full amount for buy-in fees.
 - Increases by 3% were already built into the fee structure and would be in effect on January 1, 2026, if adopted by Council.
- Gave an overview of the timeline of the next steps to potentially update the fee schedule.

Council and staff discussed the following:

- Councilmember Schacherer inquired what constituted half- and full-day reservation on ramadas.
 - Staff stated a half day was 4 hours; a full day was anything over that.
- Councilmember Schacherer inquired if the use of the Senior Center included the use of the kitchen.
 - Staff stated that was correct.

- Councilmember Switzer inquired if the fees for the Senior Center building use were increased or decreased.
 - Staff stated it was a blend because there were previously commercial and private individual rates. Staff consolidated the fees and then separated them by non-profit and private use.
- Vice-Mayor Granillo inquired about the cost to run the ball field lights.
 - Staff stated the lights cost \$25/hour. The current charge for use of the lights was \$10/hour. Some rates staff had chosen not to make such a significant increase since it hadn't been updated since 2012. This would be something to look at on an annual or biannual basis to work towards full cost recovery.
- Councilmember Schacherer inquired about the other charges of \$4 and \$5 for congregate meals.
 - Staff stated those were in the fee schedule as "suggested donation." They were not on the slide because they were not changed.
- Councilmember Schacherer inquired if the charge for a pool permit was for above ground pools.
 - Staff stated it was only for in ground pools as those require a permit.
- Councilmember Schacherer asked for descriptions of pole barns, and conversion – garage/patio to habitable.
 - Staff stated that pole barns were a structure with a roof and no sides.
 - Staff stated that conversions from garage/patio to habitable would entail making those spaces an extra bedroom or a guest house.
 - Councilmember Schacherer inquired if the Town was now allowing garage conversions.
 - Staff stated those conversions had always been allowed by Town Code.
- Councilmember Schacherer inquired what a commercial hood was.
 - Staff stated they were vents over a stove unit.
- Councilmember Holt inquired if the storage building and shed permits would include Conex boxes.
 - Staff stated they were a separate item as a planning fee.
- Councilmember Switzer inquired about the \$80 inspection fee and what other municipalities in the area were charging.
 - Staff did not know the comparisons but could get that for Council at a later time.
- Councilmember Switzer felt the suggested rate was low for an initial inspection fee.
- Councilmember Switzer inquired if there was a cap or state limit on the charge for a recorded lot split without Town approval. He felt that it should be a lot higher.
 - Staff stated that there was not a limit.
- Vice-Mayor Granillo inquired if inspectors were paid for an entire day when called out to an inspection after hours or on weekends.
 - Staff stated that hourly employees would be paid a minimum of two hours, and salary employees would receive no additional pay.
- Councilmember Schacherer inquired why the fee for suspended licenses was removed.
 - Staff stated it was a decision by the Judge. She was not at the meeting, but staff could get that answer for Council at a later time.
- Councilmember Switzer inquired about a lower fingerprint and background check fee for non-profits.
 - Staff stated they could do that if Council so desired.

- Councilmember Holt inquired how the standpipe rates compared to what residents were charged.
 - Staff stated the rates were higher because residents were charged a base fee per account each month.
- Councilmember Phillips inquired when the new fees would become active.
 - Staff reviewed the process timeline and gave a potential effective date of July 1, 2025.
- Councilmember Switzer wanted to see higher rates for Tier 4 water usage.
 - Staff stated they could make those modifications if Council would like.
- Mayor Armstrong inquired how Council should direct staff regarding requested changes.
 - Staff stated that Council could give any input to Terri and include it in the modification report.
- Councilmember Switzer inquired if it was customary to have buy-in fees for an RV park space at 50% of the residential charge.
 - Staff stated that the Town was in a unique situation regarding wastewater and they were trying to mirror that for water as well. The price for buy-in was based on the size of the commercial meter size needed. Staff was trying to find a rate that would be fair to RV park and mobile home park spaces that also recouped some of the cost that the Town put out for those services. Staff also separated out rates for motels and hotels.
 - The wastewater buy-in fees for RV park spaces and mobile home park spaces were also set at 50% and 80% of the residential fee because there was a vacancy element that came with those type of spaces as well as having fewer fixture units which is calculated into the residential buy-in fees.
- Councilmember Schacherer stated that he felt the percentages on water and wastewater buy-in should be increased.
- Councilmember Schacherer inquired what a ramada over a manufactured home was.
 - Staff stated they were structures that typically came with homes built before 1968 that could no longer be remodeled.
- Regarding raising bulk water rates, staff stated that all revenue was important to the Town, and they didn't want to raise the rates so high that people started sourcing their water from other locations reducing the Town's revenue. Staff stated they would try to find a balance.
- Mayor Armstrong instructed councilmembers to submit any other requested changes to Ms. Denemy.

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 5:56 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed – Unanimously

REGULAR MEETING

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Armstrong called the meeting to order at 6:04 p.m. and led the Pledge of Allegiance.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent: Councilmember John McCafferty

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Tod Cupp (Sgt. at Arms), Human Resources Director Laura Kyriakakis, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Police Chief Josh McIntire, Sergeant Jon Szymanski, Economic Development Manager Maggie Holmberg, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

Josh McIntire, Chief of Police, gave remarks and expressed appreciation for the life of Dave Mazy, a long-time resident and supporter of the Chino Valley Police Department.

Mayor Armstrong asked for a moment of silence for Dave Mazy.

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation by Police Chief McIntire and Sgt. Szymanski on Cadet Program and awards received at recent competition.

Josh McIntire, Chief of Police, presented the following:

- He was providing an update on the Chino Valley Police Cadet program and recognizing the hard-working young men and women.
- The program was created in 2022. Sergeant Jon Szymanski took an active role in its creation and agreed to take the reins in ensuring the success and continual improvement of the program.

Jon Szymanski, Sergeant, presented the following:

- He had been with the Police Department for nearly eight years.
- The program was for teenagers from 14 to 20 years old. 20 years old is when those who want to pursue a career in law enforcement can apply to be an officer and go through the academy.

- Chandler Police Department hosted a tactical competition every year attended by programs from all over the US, and this was the first year Chino Valley participated thanks to the Chino Valley Police Foundation.
- The competition consisted of 43 other cadet and explorer posts with events such as high-risk traffic stops, downed officer rescues, five-man hostage rescues, etc. Chino Valley's cadets took third place in the Wilderness Marksmanship Archery Challenge and Bike Rodeo (a police bicycle course).
- He looked forward to doing this again next year and taking home first-place trophies.

Each cadet was presented with a Chief's Citation of Achievement award.

- b. Presentation and update from Thomas Stultz and Vincent Gallegos regarding Yavapai Regional Transit.

Thomas Stultz, Transit Manager, presented the following:

- He was giving an update on Yavapai Regional Transit (YRT). He had been working for the 501(c)3 corporation for five years. It was funded by Rural Transportation grants. 73% of the riders begin and end their rides in rural areas.
- The corporation served Chino Valley, Prescott, and Prescott Valley and was the only public transportation system in the tri-city area. They employed nine drivers.
- Gave a list of the board of directors and their backgrounds.
- 74% of riders were Chino Valley residents. 2024 saw a total of 12,789 transports from Chino Valley. Their goal was to serve seniors, low-income, and people with disabilities. 54% of riders were ADA qualified.
- Gave a list of the places riders go including doctor appointments, grocery stores, social outings, etc.
- Chino Valley and Prescott were serviced five days per week and one day per week in Prescott Valley.
- The Paulden plunge was an additional service they provided for eight weeks in the summer bringing children from Paulden to the pool and back again. There was no charge for the transport or admission to the pool.
- All rides were free. The last time they charged for rides was March of 2020. The Board supported continuing free rides.
 - Gave a list of expenses including driver salaries, administration, insurance, bus maintenance, and cost of gas.
 - Asked Council to consider pitching in for overhead in the amount of \$40,000. The corporation's match money was approximately \$165,000 per year. They received some grants and private donations.

Michael Lamar, CYMPO Transit and Regional Development Manager, presented the following:

- A hub location had been secured at 202 North Cortez Street where YRT, Yavapai-Apache Transit, and YAV Connect would all meet to drop off and pick up riders of the system.
- Coordinators were working toward the various system being seen as a single system with connectivity.
- Starting July 1st Prescott Valley to Prescott routes would be done by the YavaLine system four times per day which allowed YRT to not have to travel to Prescott Valley

as the user could take YRT to Prescott and change to YavaLine at the hub. This would allow for better use of resources. YavaLine had 60,000 riders since its inception.

- Rides were \$2 for standard fare, and \$1 for children and elderly.
- Discussed private partnerships including US Vets where YavaLine is now providing multiple trips per day to the VA.

- c. Presentation and update regarding the Boys and Girls Clubs of Central Arizona from Alex Heinemann, Chief Executive Officer.

Alex Heinemann, CEO of Boys and Girls Clubs of Central Arizona, presented the following:

- The Boys and Girls Clubs of Central Arizona was not a corporate chain or franchise company, it was an after-school program with clubs, academic enrichment, and outdoor and adventure programs.
- Chino Valley had 350 classified homeless children in Chino Valley.
- He was asking Council for their blessing to do work in the town and how he could better serve children.
- The Boys and Girls Club had been in Chino Valley three times and failed each time. He was hoping to do it differently, find the kids, what they were doing, and become a better fit for the children of Chino Valley.

Council, Mr. Heinemann, and staff discussed the following:

- Vice-Mayor Granillo inquired where they would like to be located.
 - He was currently in talks with Cindy Daniels at the school district, but this was one of his first stops to present this information. His initial plan was not to wait five years for a capital campaign, but to begin serving kids now. He would be working with Ms. Daniels to find the best school in the district to keep open until 6:30 or 7:00 to serve kids of all ages. There would also be volunteer and job opportunities for high school kids.
- Mayor Armstrong asked the Town Manager to be in contact with Mr. Heinemann.
 - Staff stated they were coordinating with the Boys and Girls Club and Ms. Daniels.

- d. Presentation and update from Maggie Holmberg, Economic Development Manager, regarding recent developments, projects, and important legislative bills.

Maggie Holmberg, Economic Development Manager, presented the following:

- Gave a brief overview on Economic Development standard practices including marketing and attraction, strategic planning, real estate development, workforce development, etc.
 - Tasks included grant writing, economic incentives, protecting the environment, being the voice of the community, etc.
 - Roles of an Economic Developer include analyst, catalyst, gap filler, advocate, educator, visionary, and ethics champion.
- Current initiatives and projects included development of an RV Park, grocery store, writing for various magazines, site selection for Starbucks and Goodwill, business retention (specifically for Genius Garden Club, now the Flourishing Mom's Club),

Equestrian Center, Ichor, Thermal-Vac, and the Small Business Development Center (SBDC).

- Networking was an important facet of the department and was an active participant with Arizona Association for Economic Development, Northern Arizona Council of Governments, Arizona Commerce Authority, Arizona Lodging and Tourism Association, and several others.
- Gave a brief overview of some relevant and crucial bills that were going through the legislature.
 - HCR 2021 was a bill that would go to voters regarding food tax. If passed it would reduce Town revenue by 16% and would take effect in January 2028. Vice-Mayor Granillo would be in Phoenix tomorrow morning to speak against the bill.
 - Provided a spreadsheet of other municipalities in Arizona that would be affected by the removal of the food tax.
 - Gave a brief overview on bills HB2487 and HB2697 regarding water.
- Gave a list of the businesses she attracted during her first few years with the Town including Essence, Napa Auto Parts, and Sherwin Williams.

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. 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. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Rhonda Ceremony, Town resident, presented the following:

- She had concerns with transparency, communication, and honesty with different departments within the town, particularly regarding utility scale solar (USS).

Laura Chan, not a Town resident, presented the following:

- She was frustrated that the public only had three minutes to speak, but the solar community had hours. She was not anti-solar but felt that USS needed to be far away from people.
- She felt that the possible USS projects would have a huge impact on all of Yavapai County. She stated that Chino Valley did not care about what happens in Yavapai County.
- She stated that she paid property tax to the Chino Valley school district in the amount of \$538/acre.
- She felt the solution to the issue was a moratorium on solar until all facts were reviewed.

Keng Chan, not a Town resident, presented the following:

- He stated that Council had charged Development Services to address several things in regard to solar including water and fire. He stated that there was no evidence that staff consulted any local water departments, although staff stated they had spoken with Chief Freitag, Chief Feddema, and Fire Marshal Daryl Tirpak and all stated that they had not discussed solar with Chino Valley.
- He felt that the ordinance was written with industry bias. Representatives from two solar companies gave presentations to staff and the committee.
- He questioned whether staff had sought any objective information about the negatives of solar.
- He questioned why attorneys from solar companies were allowed to attend the meetings when the public was not. He stated that the attorneys represented two of the companies proposing solar in Chino Valley and filed a challenge against the Town of Chino Valley with the intent to force them to allow Conditional Use Permit applications for USS.
- He felt that Council should answer the following questions before considering the ordinance:
 - Does USS fall in line with the General Plan and the vision of Chino Valley?
 - Did staff seek out any negative information about solar and share it with the committee?

4. 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.

Mayor Armstrong presented the following:

- There was a minor incident at the Senior Center this morning. Chino Valley Police Department handled the situation away from the public. He praised the work of the Police Department.

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

Terri Denemy, Town Manager, presented the following:

- February 17th was Presidents Day. Offices would be closed and reopen on Tuesday.
- Mayor Armstrong, Maggie Holmberg, and Terri Denemy were on a call with State Representatives, and she thanked everyone for their engagement.
- The Town (and former Mayor Miller) met with the City of Prescott's Mayor and Town Manager regarding giving a regional water presentation to Prescott Council soon.

- The meeting for the solar ordinance meeting had been moved to Monday, March 17th at 5:30 p.m. at Grace Church. This is an important issue, and it was important to have the Town's lead legal counsel in attendance.
- The lights on the covered solar car park were now officially on.

5. 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.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve consent agenda item 5a.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed – Unanimously

- a. Consideration and possible action to approve the January 14, 2025, study session and regular meeting minutes.

6. 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 Job Order No. 2 to the Cooperative Purchasing Agreement with Cactus Asphalt, a Division of Cactus Transport, Inc., for crack sealing at various Town locations for an amount not to exceed \$150,000.

Recommended Action: Approve Job Order No. 2 to the Cooperative Purchasing Agreement with Cactus Asphalt, a Division of Cactus Transport, Inc., for crack sealing in various Town locations for an amount not to exceed \$150,000.

Frank Marbury, Public Works Director, presented the following:

- This agreement piggybacks on the Capital Improvement Program for streets maintenance.
- Due to the lower than budgeted cost on other projects there was extra funding and staff felt that some crack sealing would be the best use of some of those extra funds while the weather was still cold, and cracks were wider.
- The areas to receive crack sealing included Perkinsville, Lauren Lane, Kobol Way, Homestead Mesa Drive, East Center Street, and portions of Chino Meadows.

- The plan was to get started on February 24th if approved.

Council and staff discussed the following:

- Councilmember Schacherer asked for clarification about the location of sealing on Perkinsville Road.
 - Frank stated it would be from Road 1 East towards Jerome Junction.
- Councilmember Switzer inquired if the filling would smooth out the deep cracks on Perkinsville Road.
 - Staff stated that it would not remove them entirely, but it should help. The only other solution was completely replacing the road.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve Job Order No. 2 to the Cooperative Purchasing Agreement with Cactus Asphalt, a Division of Cactus Transport, Inc., for crack sealing in various Town locations for an amount not to exceed \$150,000.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed – Unanimously

- b. Consideration and possible action to adopt the Notice of Intent and set a public hearing to consider adding or increasing fees with regard to individuals, businesses, and water and wastewater fees pursuant to A.R.S. § 9-499.15 and 9-511.01.

Recommended Action: Adopt the Notice of Intent to add and increase fees on businesses and water and wastewater rates and set a public hearing for April 22, 2025, to consider the proposed new or increased fees.

Katie Pehl, Finance Director, presented the following:

- This item would simply allow staff to publish the Notice of Intent.
- Staff could still make adjustments at the direction of Council.
- During the presentation it was stated that the process would require a first and second read of the Ordinance, but that was incorrect, and Council was asked to disregard.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Larry Holt to adopt the Notice of Intent to add and increase fees on businesses and water and wastewater rates and set a public hearing for April 22, 2025, to consider the proposed new or increased fees.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 Passed – Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 7:14 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

6 - 0 – Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 11th day of February, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2025.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 3/25/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 25, 2025, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the February 25, 2025, study session and regular meeting minutes.

ATTACHMENTS:

1.	2025 02 25 CC SS RG MND
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**MINUTES OF THE STUDY SESSION AND
REGULAR MEETINGS OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, FEBRUARY 25, 2025**

6:00 PM

**COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Mayor Armstrong called the meeting to order at 5:01 p.m.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Development Services Director Laurie Lineberry, Public Works Director/Town Engineer Frank Marbury, IT Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. Discussion and update on Pavement Management 101.

Frank Marbury, Public Works Director, presented the following:

- The main objective or motto of pavement management was to keep the good roads good.
- Gave an overview of the Pavement Condition Index (PCI) and how certain road conditions were graded and how plans were developed for maintenance repair strategies. Plans were continually modified and reevaluated.
- Reviewed the grading conditions for roads using the PCI.
- Pavement in the US was designed for 20 years of life with small, inexpensive maintenance techniques.
- Shared a graph of pavement condition versus time and discussed how to keep roads in good repair with small, inexpensive maintenance techniques.
- Gave an overview of what type of repair or maintenance was required for the various ratings including crack sealing, seal coating, overlays, or total rebuilds.
- Provided local road examples to help depict PCI ratings.
- Provided a graph showing that 42.7% of Chino Valley roads needed to be done now, and the average PCI was 48. The pavement management goal was to have less than 10% of roads needing work now. The Town had a long way to go.
- Presented a map view of the Town depicting the condition of the Town's roads.

- Presented a graph projecting road condition over five years based on different management methods and trajectories and discussed what the Town should do to reduce backlog and keep the good roads good. \$2.6 million/year was needed to keep the current condition; however, the Town was only currently spending \$1.5 million/year. Staff felt the best they could do was \$2 million/year.
- Staff was now considering some pulverize and double chip seal work get five to 10 years at a quarter of the cost of a full engineered rebuild. Staff estimated that 80 miles of the Town's roads were originally built over the years which had worked well until the truck traffic increased.
- Gave a description of the pulverize and chip seal process.
- Gave a proposal of potential pulverize and chip seal projects throughout Town for a total of \$4 million.
- Gave an overview of the streets discussed with the Capital Improvement Program Citizen's Advisory Committee for street maintenance prioritization. They would be presenting a formal recommendation to Council at a later date for Council to make the final decision.

Council and staff discussed the following:

- Councilmember Phillips inquired if staff had determined the amount of miles that needed immediate work.
 - Staff stated that it was about 60 miles of road not counting dirt or gravel roads.
- Vice-Mayor Granillo inquired if staff did the work for the PCI ratings.
 - Staff stated that it was done by a pavement management program consultant. Staff was not capable of rating the roads as it requires specialized equipment and is cheaper to use an outside company. Two people did the whole town in about a week, and it included pictures of the roads every 20 feet or so.
- Councilmember Holt inquired about mixing rubber with asphalt to make the road last longer.
 - Staff stated they had done rubberized asphalts before, and rubberized chip seals were also an option but it was more expensive. Prescott Valley only uses rubberized chip seal. Further discussed what materials the Town had used for road repairs.
- Councilmember McCafferty inquired about an asphalt recycler that had been requested by staff.
 - Staff stated an asphalt recycler and would help with patching techniques as they could add oil back to the asphalt, remix, and reheat to patch larger areas such as intersections with a hot asphalt. This could even be done in the wintertime when asphalt plants were shut down.
- Councilmember McCafferty inquired if there was any possibility of staff doing all the work proposed.
 - Staff stated there was an opportunity cost of fixing the roads or doing landscape work, etc. Staff did utilize staff time to complete some tasks such as the base work on Reed Road. There were also state laws that limit the amount of work staff could do themselves, which was about \$250,000.
 - Councilmember McCafferty inquired about parting out jobs to meet the monetary thresholds.

- Andrew McGuire, Town Attorney, stated that the statutes were explicit that staff could not divide a job into chunks to stay under the public procurement thresholds.
- Councilmember McCafferty felt that the Town should do as much work as possible to save on costs.
 - Terri Denemy, Town Manager, stated that staff was already utilizing contractors to get certain jobs done that they don't have the time to do themselves.
 - Further discussion ensued regarding how to get Town crews to do more work, what work they have done, and what work did not get done in lieu of those jobs, and risks of doing partial work split between the Town and contractors. There was also a level of expertise to be considered.
- Councilmember Switzer inquired what the Town was going to spend per year to keep the good roads good.
 - Staff stated that was an example of the crack seal project currently happening for \$150,000.
- Discussion ensued regarding chip sealing and how long it can preserve a road.
- Councilmember Switzer inquired about MA Perkins being dirt and gravel and taking some of the worse roads back to dirt and gravel.
 - Staff stated they were looking at some areas to possibly take back to dirt and gravel.
 - Staff mentioned taking a road behind Brightstar back to dirt and the complaints that were received about the dust.
- Councilmember McCafferty inquired about using a one-inch overlay and filling potholes along Road 4 South.
 - Staff stated that the pothole patches would not hold at this point because the road was too far gone.
- Councilmember Switzer inquired about looking into requiring new subdivisions to have an HOA and take care of their own roads.
 - Andrew McGuire, Town Attorney, stated that State law pre-empts the Town from requiring an HOA. Council could choose whether to annex the roads into the Town.
- Councilmember McCafferty inquired what the requirements for building subdivision roads.
 - Staff stated they were engineered by a professional and have a two-year warranty.
- Councilmember Switzer inquired if the Town had any say in the standards set by an HOA.
 - Andrew McGuire, Town Attorney stated that the State preemption is there because of that. Private streets were successful in a lot of places, but there needed to be a mechanism for ensuring that they were maintained to a certain level. Some communities have a mechanism to lien and take over a street and charge for its maintenance if the people adjacent to it don't do it. This was generally seen in smaller areas like a group of five acre lots.
- Councilmember McCafferty inquired about HURF funds and what other funding sources the Town used for roads.
 - Staff stated it was only the general fund.
 - Councilmember McCafferty inquired if the Town was allowed to put a .01% sales tax fee per gallon and put money toward roads.

- Andrew McGuire, Town Attorney stated that the Town did not have the ability to tax gas, but could earmark a sales tax increase.
 - Discussion ensued regarding public education of what the Town is really facing in terms of what it needs and what kind of revenue it brings in.
- Councilmember Holt inquired if the crews had used the hotbox for patching.
 - Staff stated that the crews did use it and came back and said it wasn't enough and that they needed the recycler.

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 5:51 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed – Unanimously

REGULAR MEETING

1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Armstrong called the meeting to order at 6:03 p.m. and led the Pledge of Allegiance.

Present: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Development Services Director Laurie Lineberry, Public Works Director/Town Engineer Frank Marbury, IT Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC - Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.

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 at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of

time will not be permitted. 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. Public comment is invited and encouraged, however, personal attacks on individuals is not appropriate. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity, and disruptive discussions among our audience.

Keng Chan, not a Town resident, presented the following:

- He had concerns with his records request regarding development of the solar ordinance as he was given a potential delivery date after the utility scale solar meeting would occur. He further discussed a lack of transparency from the Town. Discussed a potential conflict of interest by including companies in the solar committee meetings after they filed a court challenge in 2023 to force the Town to accept Conditional Use Permits for utility scale solar. He questioned that the ordinance was written without bias towards solar companies and that the delay of releasing records for a reason other than covering up wrong-doing.

Laura Chan, not a Town resident, presented the following:

- She felt that the solar community had been heard, but not the residents. She was requesting that the utility scale solar meeting be delayed until the Town has released the requested records due to an appearance of conflict of interest and lack of transparency. Discussed battery storage facility fires being back in the news along with smoke and fires being reignited and the air quality was questionable. She felt the solar ordinance should state “No utility scale solar in Chino Valley.”

Ms. Foster’s comments were heard after Item 5, but kept here for continuity. Virginia Foster, Town resident, presented the following:

- She had lived on Butterfield for 30 years and she wanted the Council’s attention regarding speeding on that road. She stated that would be suing the Town if she is ever hit by a speeder or distracted driver because there was no safe place to walk. She had spoken to Councilmember Schacherer and the police and requested speed bumps, extra police presence, etc., and not gotten attention.

Mayor Armstrong instructed the Town Manager to express Ms. Foster’s concerns to the Police Department.

4. 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 Terri Denemy regarding Town accomplishments, and current or upcoming projects.

Terri Denemy, Town Manager, presented the following:

- The purchase of the Del Rio Springs property was looking to close next week. It would have been sooner but there were some barrels with chemicals the owner needed to remove before the Town could take possession.
- The Town hosted some tours in an attempt to find private funds and partnerships to help with the improvements needed for the Del Rio Springs buildings.
- HCR2021 was a bill going through the legislative process which would affect local food tax. Ms. Denemy thanked staff and Council for remaining engaged with the legislature regarding this bill. The latest version was to cap it at 4% for populations of 70,000. Any other interested parties should reach out to Representatives Bliss and Nguyen and voice how it would affect your town.
- Crack sealing operations had commenced and would continue through Friday. Materials were going much farther than they thought it would, so staff was expanding the project to more neighborhoods and streets.

5. 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.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to approve Consent Agenda items a and b.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed – Unanimously

- a. Consideration and possible action to approve the January 15, 2025, study session minutes.
- b. Consideration and possible action to approve the January 28, 2025, study session and regular meeting minutes.

6. 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 Ordinance No. 2025-950 to update zoning amendment procedures for residential rezoning to include approval time periods in accordance with state law.

Recommended Action: Approve Ordinance No. 2025-950 to update zoning amendment procedures for residential rezoning to include approval time periods in accordance with state law.

Laurie Lineberry, Development Services Director, presented the following:

- The legislature had recently passed a bill to ensure that residential rezones were processed within a certain amount of time, specifically a maximum of 180 days. The Town currently processed rezones in 84 days.
- Even though staff was meeting the statutory deadline, the attorney felt that the language should be in the Town Code.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Larry Holt to approve Ordinance No. 2025-950 to update zoning amendment procedures for residential rezoning to include approval time periods in accordance with state law.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to adopt Resolution No. 2025-1279 to amend the speed limit on Perkinsville Road between State Route 89 and Pinto Lane.

Recommended Action: Approve Resolution No. 2025-1279 amending the speed limit on Perkinsville Road between State Rout 89 and Pinto Lane.

Frank Marbury, Public Works Director, presented the following:

- This item was regarding the speed limit on East Perkinsville between Highway 89 and Pinto Lane near Bonnie plant, the community center, dog park, and the new Perkinsville 44 development.
- As part of the Development Procedures for Perkinsville 44 done in 2021, the Council proposed to lower the speed limit to 25 mph in consideration of the development 162 new homes.
- The signs were installed by the contractor in March or April of 2024. Since then it had come to the attention of staff that such a change needed to be made by Resolution rather than a simple vote of Council. Town Code also required it be accompanied by an engineered speed study.

- Staff conducted a speed study from the Highway to Road 1 East in November 2024 and from Road 1 East to Pinto Lane in February 2025. The study recommended a speed of 30 mph. One study was done with a speed posted at 25 mph and one was done with the speed posted at 30 mph. Reviewed the particulars of what the study found.
- Most speed studies recommended posting speeds as close to the 85th percentile of speed observed. If a speed study found that most drivers were traveling at 33 mph, the engineer would round up to 35 mph. However, with the guidance from FHWA (Federal Highway Administration), the presence of pedestrian activity, and number of driveways, that brought the recommendation down to 30 mph.
- Staff had pulled the crash data for this section of road but it included accidents on the Highway 89 roundabout.
- Staff recommended posting the currently posted 25 mph section to 30 mph and monitoring the area once posted and do another study in six months.

Council and staff discussed the following:

- Councilmember Schacherer stated that with people already driving 33 mph in a 25 mph zone, increasing the speed would have people going nearly 40 mph. He stated that he has an email from the Chief that he gives a grace speed of eight to 10 mph.
 - Staff stated that people drive the speed they are comfortable with.
- Councilmember Holt inquired the distance between Highway 89 and Pinto Lane.
 - Staff stated it was about a mile and a quarter.
 - Councilmember Holt stated that his fear was that the Town had already received a lot of complaints from the people living in the modular homes at the far east end of this stretch and increasing the speed limit would have them complaining even more. He also stated that the build out of Perkinsville 44 would increase foot traffic with kids going to the park and school.
- Vice-Mayor Granillo stated that he was concerned about kids walking in that area.
- Councilmember Switzer stated that he traveled the road frequently and felt that November and February were very low traffic months and would increase in the warmer months.
 - Staff stated that AADT was the average adjusted for that time of year.
 - Councilmember Switzer stated that if it was posted at 30 mph, people would go 35-40 mph and kids don't always use the cross walk. He felt it needed to stay 25 mph.
- Councilmember McCafferty stated that with the study reporting that 85% of drivers were going 33 mph or less, weren't they already achieving the desired speed by having it posted at 25 mph?
 - Staff stated that people drive what they're comfortable driving if they're familiar with the street regardless of the posted speed limit. Posting the speed at a lower mph only caused police officers to write more tickets. The way to slow people down was to put a curve in the road. Speed limits were designed to give someone unfamiliar with the road a guideline for what the safe speed is.
- Councilmember McCafferty inquired if the Council was inviting potential litigation for not adopting the speed increase.
 - Andrew McGuire, Town Attorney stated that anything varying from the study could potentially be used for a claim. He couldn't speculate on a lower speed

limit being a winning argument, but did say that there are not a lot of those types of claims.

- Councilmember Switzer stated that he could see the threat of potential litigation if they went above the recommended speed limit, but not for lowering the speed limit.
- Andrew McGuire, Town Attorney, stated that as they have seen in recent years from the Town's risk management anything that varied was a means for argument one way or another.
- Vice-Mayor Granillo inquired how long it would take for a fully loaded 16 ton truck to stop if traveling at 35 mph.
 - Staff stated they didn't have those numbers available.
 - Vice-Mayor Granillo stated that it would take a long time.

Mayor Armstrong called for public comment.

Erin Deskins, Town Clerk, read the letter submitted by Cindy Balkow expressing dissent for increasing the speed limit.

Jennifer Gallaher, Town resident, presented the following:

- Thanked Frank for the crack sealing.
- She stated that the speed study made no mention of people going 50 mph and sometimes more. She lived down that road and called dispatch frequently to complain about the speeding.
- She stated that drivers did not abide by the 30 mph speed limit nor the 25 mph speed limit.
- She felt the study should be done in the summer when kids were out of school and more ATVs were going up and down the street.
- She stated it was a residential area where kids walked home from school, rode bikes, joggers go running, and dog owners walked their dogs, all with no sidewalks. She stated it was unsafe just to walk to her mailbox.

Virginia Foster, Town resident, presented the following:

- She stated that she uses Perkinsville East from time to time and drove it before coming here tonight. She stated that the ditch in front of the modular homes was steep and rocky and would result in a broken hip. She stated that the Town should put in a sidewalk and make it safer for the residents. She stated that it was a very busy road between the highway and the peavine trail and the speed limit did not need to be above 25 mph.

Council and staff discussed the following:

- Councilmember Switzer inquired about the figures of accidents on just Perkinsville Road.
 - Staff stated they had pulled the summary data but they would have to go through each report, which they could do but it would take time.
 - Councilmember Switzer referred to a note in the study stating that "the speed limit should only be reduced as a last measure after all other treatments have been tried or ruled out." He inquired what the other treatments were.

- Staff stated they were other traffic culling measures including chicanes to create curves and shift the road. The problem was they were expensive.
 - Vice-Mayor Granillo inquired how chicanes would affect horse trailers.
 - Staff stated they would be designed to a speed to keep them from going over the curbs. Roundabouts were designed with a 20 mph speed to keep them from going over the curb.
- Councilmember Schacherer pointed out other roads in the area that were 25 mph and asked why not raise them to 30 mph?
- Mayor Armstrong thanked everyone for their comments and stated that no matter what the sign said, people were going to drive whatever speed they wanted and stated that the issue had to go back to common sense.
 - Discussion ensued regarding police enforcement of the speed.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to deny Resolution No. 2025-1279.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed - Unanimously

Andrew McGuire, Town Attorney asked for an alternate motion to amend the resolution to establish a speed limit pursuant to the speed limit to meet the statutory requirement

Vice-Mayor Granillo withdrew his previous motion.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Larry Holt to accept the findings of the study results and maintain a speed limit of 25 miles per hour.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed – Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 6:54 p.m.

AYE: Mayor Tom Armstrong, Vice-Mayor Eric Granillo, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: None

7 - 0 Passed – Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 25th day of February, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2025.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 3/25/2025
CONTACT PERSON: Laurie Lineberry, Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Resolution No. 2025-1281, a conditional use permit for Olsen's Events to continue the existing rodeo use and to allow additional outdoor recreational activities at 344 S. State Route 89, Chino Valley, Arizona.

SUMMARY:

This is a request by Olson's Events (Mike Olsen) for the approval of a Conditional Use Permit to allow for the continued use of an existing rodeo and additional outdoor recreational arena activities on property located at 344 S State Route 89, Chino Valley, Arizona.

PREVIOUS ACTION:

On March 4, 2025, the Planning and Zoning Commission forwarded a recommendation of approval for CUP-2024-05. For a detailed record of the discussion, staff analysis and public comment, please refer to the attached meeting minutes and staff report.

STAFF RECOMMENDATION:

Approve Resolution No. 2025-1281 a conditional use permit for Olsen's Events to continue the existing rodeo use and to allow additional outdoor recreational activities.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 3 Resolution 2025-1281 - CUP-2024-05
2.	Attachment 1 03.04.25 - P&Z Minutes - LL Approved
3.	Attachment 2 Planning and Zoning Staff Report.

RESOLUTION NO. 2025-1281

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2024-05 TO CONTINUE THE EXISTING RODEO USE AND TO ALLOW ADDITIONAL OUTDOOR RECREATIONAL ACTIVITIES AT THE PROPERTY LOCATED AT 344 S STATE ROUTE 89, CHINO VALLEY, ARIZONA.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) is responsible for reviewing and approving conditional use permits for land use and development within the Town; and

WHEREAS, the applicant, property owner Mike Olsen (the “Owner”), applied for a conditional use permit to continue the existing rodeo use and to allow additional outdoor recreational activities on the property currently zoned Commercial Light/Agricultural Residential Minimum 5 acres (CL/AR-5) and generally located at 344 S State Route 89 (Yavapai County Assessor Parcel Nos. 306-29-028E, 306-29-029C, and 306-21-031B) (the “Arena Property”); and

WHEREAS, the proposed request is subject to the conditional use permitting process set forth in Section 1.9.3 of the Unified Development Ordinance of the Town of Chino Valley (the “UDO”); and

WHEREAS, the Chino Valley Planning and Zoning Commission (the “Commission”) has conducted a public hearing to consider the applicant’s request, including reviewing the site plan, proposed operational procedures, and findings of fact, and has recommended approval of the conditional use permit subject to certain conditions; and

WHEREAS, the Town Council has reviewed the Commission’s recommendation.

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

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

SECTION 2. The conditional use permit (“CUP-2024-05”) to continue the existing rodeo use and to allow additional outdoor recreational activities on the Arena Property, as described in the application submitted and the Commission staff report dated March 4, 2025, is hereby approved, subject to the requirements of Ariz. Rev. Stat. §§ 28-7201 *et seq.* and the following conditions:

1. The Owner shall comply with all conditions listed below, along with all applicable State, County, and Town codes, rules, fees, and regulations.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder’s Office, prior to the public hearing and final decision on this item by the Town Council.
3. The Owner shall limit the number of events per year to 90, resetting on January 1st each year. Each day an event occurs constitutes a separate event.
4. The Owner shall ensure that no more than 40 of the 90 events occur at night.

5. The Owner shall limit the number of events held per week to no more than four, with no more than three of those events occurring at night.
6. The Owner shall ensure noise levels generated by activities at the arena comply with Section 131.01 of the Town Code, as amended, and ensure that noise levels do not exceed 60 dBs at the southern property line. Intermittent noise events, including, but not limited to, mounted shooting exhibitions and dirt bike barrel races, shall occur only during daylight hours. The owner shall continue to implement reasonable mitigation measures, such as scheduling considerations and sound-dampening efforts, to minimize disruption to adjacent properties.
7. The Owner shall ensure that all lights are turned off within one hour after events conclude, except for security lighting. The Owner shall continue to implement reasonable mitigation measures in accordance with UDO Section 4.24, Outdoor Lighting.
8. The Owner shall prohibit vehicular event access to the event arena from SR-89.
9. The Owner shall continue to provide adequate off-street parking to accommodate all expected visitors, with no overflow parking permitted on public roads.
10. The Owner shall prohibit vehicular access using the eastern easement along the boundary of parcel 306-29-030E. For arena events, this access shall be reserved for emergency access only and clearly identified as such.
11. The Owner shall mitigate dust impact resulting from arena and event activities.
12. All events shall be concluded no later than 11:00 PM.

SECTION 3. 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.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of March 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2025-1281 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on March 25, 2025, and that quorum was present thereat and that the vote thereon was _____ ayes, _____ nays, and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

Planning and Zoning Commission Meeting Minutes March 4, 2025

A regular meeting of the Town of Chino Valley Planning and Zoning Commission was held on Tuesday, March 4, 2025, at the Town of Chino Valley Council Chambers, 202 N. State Route 89, Chino Valley, Arizona.

PLANNING AND ZONING COMMISSION MEMBERS present: Chair Chuck Merritt, Vice-Chair Gary Pasciak, Commissioner Michael Ditta, Commissioner Teena Meadors, Commissioner Jeffrey Pizzi, Commissioner William Welker, and Commissioner Richard Zamudio. Alternate Commissioner Joseph Morabito was present.

STAFF MEMBERS present: Laurie Lineberry, Development Services Director, Will Dingee, Assistant Director, Jessica Barragan, Senior Planner, Terri Denemy, Town Manager, Gerreann Froberg, Senior Processing Coordinator, and Nicholas Harwick, Audio/Video.

CALL TO ORDER: Chair **Merritt** called the meeting to order at 6:00 p.m. A quorum was declared. The Commission meeting began with the Pledge of Allegiance led by Commissioner **Zamudio**.

CONSENT CALENDAR – A motion was made by Commissioner **Meadors** to accept the consent agenda. The motion was **seconded** by Vice-Chair **Pasciak** and **Zamudio** and passed unanimously by a 6-0 vote, with Pizzi abstaining.

PUBLIC HEARING #D.1 – CUP-2024-05 - This is a request by Olsen's Events (Mike Olsen) for the approval of a Conditional Use Permit to allow for the continued use of an existing rodeo and additional outdoor recreational arena activities, on property located at 344 S State Route 89, Chino Valley, Arizona.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. **Merritt** and **Pasciak** both stated that they had spoken with staff regarding this matter.

Will Dingee, Assistant Director, presented the staff report and stated the applicant was in attendance. He explained the two parts of the Conditional Use Permit (CUP) request; establishing the rodeo and event arena as a conforming use on the property, and expansion of their uses to include community gatherings, weddings, dog shows, adoption events and competitions, also with branching into limited motorsports known as dirt bike barrel races. He brought up slides of the parcels and surrounding area and shared that staff had conducted multiple site visits, data collection, verification of data provided by Olsen's in regard to their lighting and sound studies, and staff provided the property owners with suggested mitigations based on those studies. **Dingee** explained that the subject parcels were on twelve acres with two different zoning districts, Commercial Light (CL) and Agricultural Residential (AR-5). The Town Zoning Code for AR-5 allowed for rodeo, livestock auctions, fairgrounds, riding academy and recreation facilities, and private arena with public attendance with a Conditional Use Permit. He further explained the history of prior permits for the parcel and showed a timeline of Olsen's interaction with prior staff. He shared that a neighborhood meeting was held on January 28, 2025, with twelve people in attendance representing seven properties. There was one neighbor in opposition; one who originally was in opposition and had her concerns addressed; and five in support. **Dingee** stated that included in the staff report were letters and a petition of support from community members. He explained the mitigation measures that Olsen's took to address the concerns by the neighbor in opposition: traffic, noise, and lighting. He went over the Conditions of Approval and stated that staff recommended that the Commission forward a recommendation of approval to the Town Council.

Merritt asked the Commission if they had any questions for staff.

Merritt asked out of the total of ninety events per year how many would be held on weekends.

Dingee replied that there could be no more than four events per week, with a maximum of three held at night. Out of the ninety total events allowed per year, a total of forty could be held at night.

Zamudio asked what the time limit would be for the night events.

Dingee replied that the Town Lighting Code allowed for operation until 11 p.m.

Ditta asked about the noise at night.

Dingee replied that the Town Noise Ordinance was active between midnight and 5:00 a.m., and that the Ordinance stated sound amplification systems cannot be heard at a distance greater than 50 feet, unless otherwise approved by the Chief of Police.

Meadors asked if the sound of guns going off would be under 60 decibels.

Dingee replied that guns would only be allowed during daylight hours and could exceed 60 decibels.

Merritt shared that in the past motorcycle races at Old Home Manor had been closed down due to public outcry about noise and dust, and that there was more density near Olsen's.

Dingee replied that the Commission could further restrict dirt bike barrel racing if they choose. He explained that the barrel races ran only one bike at a time, unlike motocross, and therefore had less impact.

Mike Olsen, applicant, stated that he was one of the owners of Olsen's Grain, and that they had been doing business since 1979. He felt that **Dingee** stated their position well and he was willing to answer any questions the Commission may have.

Merritt asked if the Commission had any questions for the applicant.

Merritt asked if the applicant would be conducive to not asking for motor barrel racing.

Olsen replied that he felt there was a real need in the Community for this type of event, and that a Temporary Use Permit (TUP) had been approved by the Town staff last summer for motor and horse barrel racing. It had been a huge success with many families attending, and kids riding small 50cc or 100cc dirt bikes one at a time, for 20-30 seconds. He explained that a dirt bike and a horse would enter as a team, the bikes ran first, and their times got posted. Then the horses ran, and the two times were added together to determine the winning team. He further reiterated that parent and community support for this was very strong, and he respectfully would like the Commission to hear from the public. **Olsen** stated that a maximum of four per year motor barrel racing events would take place, with maybe a practice session the day before.

Pasciak asked if there would be an upper limit on the size of the motor, that if you limit the size of motor, it would limit the amount of noise.

Olsen stated that they would be willing to work it out with Town staff.

Ditta asked if the bikes would be stock or could they have souped up exhaust systems.

Olsen replied that they had no rules or provisions in place but would be willing to put some stipulations if asked by Town staff. He stated that in order to go around three barrels, the bikes do not go very fast.

Merritt asked if they received any complaints from neighbors from the prior motor event.

Olsen replied not to his knowledge.

Zamudio asked how the events were advertised.

Olsen replied through social media, newsletters, on the marquee in front of the feed store, and a roping magazine statewide for team roping events.

Merritt opened the meeting for public comments and shared the rules for speaking to the Commission.

James Holt, 1771 E Perkinsville Road, Chino Valley, stated he was here with the members of the Equine Emergency Evacuation group, and would be speaking on behalf of the applicant. He shared that he knew and worked with Mike's Dad, John Olsen, for two decades, and that he felt the Olsen's family and employees were honest, trustworthy and had a great deal of integrity. He further shared that the Olsens supported their group and other nonprofit organizations throughout the community.

Kim Hennessey, 514 W Road 1 South, Chino Valley – (*Speaker provided written submittal attached) *"Hello. My name is Kim Hennessey. I am opposed to this permit as it currently reads. With less than 3 minutes, I'll cut to the chase on the biggest issue. I don't care how Mike Olsen uses his property, as long as it doesn't impact the tranquility of mine. And that's what town ordinances are for. 131.01 is clear – Zero decibels at 50 feet. It cannot be sugar coated or glossed over. If the town wishes to change its ordinances, it knows what needs to be done. Approval of this permit would be a serious breach in public trust and would also make it very difficult for the police to enforce code going forward. Olsen is requesting the town make an exception for a regular and re-occurring violation of its own ordinance. This is a tremendous ask that I've not seen the town do for anyone else in my years here. Permission to violate town ordinance...4 days or 3 nights a week, during the best months of the year, with pseudo-set parameters but if you read carefully, really unlimited parameters, with the blessing of Development Services. If the town moves forward with approving this, without a guarantee that zero at 50 will be met, then I am respectfully requesting: A one vice 5 year review to see how compliance is being met and to properly mitigate any issues; that their requested event numbers be cut down by two-thirds to 30 days with no more than 13 of those being at night; that events end much sooner, with lights off by 9pm; a substantial and effective sound barrier mitigation; that arena lights be shielded per code 4.24; no dirt bike or motor sports events – this shouldn't even be possible in a residential area; and that Development Services NOT be granted the power to authorize them any increases in events. It's easy to get lots of signatures for an arena. But nobody would sign up for this spilling over property lines and into their, and your homes – disturbing the comfort and repose we all work so hard for. Please do not agree to approve this without further review & mitigation efforts. The impact to my home has been significant. Thank you."*

Ashley Hall, 832 W Perkinsville Road, Chino Valley, stated she had moved back to Chino Valley in 2019. She explained that when she lived here in 2007, there were not a lot of places to go for horse sporting events and she had to travel to Phoenix and other areas. She would rather have been able to stay local and keep her money local. She shared that she has friends that come to Chino Valley from Phoenix, Lake Havasu and Flagstaff to attend events, and that they spend money while they are here. She felt Olsen's offered a place for kids to go to an arena, and these activities are a huge positive for our community. She shared that she had attended the dirt bike barrel race and felt that Olsen's followed every guideline and were very courteous, with three-year-olds on dirt bikes. She stated the community support for this event was amazing. She reiterated that she supported Olsen's and what they were trying to do in the community.

Taelor Shoemake, 24380 N Marblehead Ave, Paulden, stated that she was the adoption coordinator for Yavapai Humane Trappers, and was in support of Olsen's. She shared that Olsen's allowed them to have two dog adoption events last year, with one resulting in seven dog adoptions, as well as a dog fair with attendance from many organizations. She stated the Olsen's outdoor event was their main event, and it worked better than Petco, which was too small. She felt that if they did not have Olsen's, she did not know where they would go next, and that they had huge community outreach because of Olsen's support. She stated that she appreciated the Commission and everything they did.

MeLynda Davis, 1268 N Buena Vista West, Dewey, stated she was with Yavapai Humane Trappers and was in support of Olsen's. She shared that they had two dog adoption events last year resulting in ten dogs being adopted, and that the Yavapai Humane Trappers rescue many dogs which may be found by their owners if Olsen's were allowed to have these events. She felt the barrel racing with the bikes was a good idea, and shared complaints found on Facebook about dirt bikes going through properties. She asked the Commission to please consider approving Olsen's CUP.

Pam Berry, 2705 S State Route 89, Chino Valley, stated she was representing Horses with Heart therapeutic riding, and was in favor of Mike Olsen, and that the Olsen's had been a supporter of Horses with Heart since 1993. She shared that Olsen's supported non-profits, the disabled, young

people, and anyone in the community that needed services. She shared that she enjoyed barrel racing and that Olsen's put safety first. She felt that it was good that young people had someplace to ride and learn to be safe, instead of out in the forest with the possibility of getting hurt. She urged the Commission to support the CUP for the Olsen Event Center.

Melissa Ambrose, 1046 W Road 4-1/2 North, Chino Valley, thanked the Commission for their patience and stated she was in support of Olsen's Events. She shared that she was a mounted shooter and that Olsen's had been a huge advocate for them; they appreciated everything Olsen's did for them. She stated that she coached a lot of kids in the barrel races and gymkhana, and that Olsen's was such support for the youth of the community and brought members of families together for horses and bikes.

Greg Patterson, 725 Road 1 South, Chino Valley, stated he had lived in Chino Valley for 64 years, had seen a lot of changes, and wanted to see Olsen's continue to hold events for the community. He stated he was in full support of Mike Olsen.

Missy Nelissen, 1096 El Rancho Road, Chino Valley, stated she is with Makin Time Ranch, a sponsor of Olsen's Events, and was in support of them and everything they were doing. She felt that Olsen's was family friendly, safety oriented, brought a lot to the community, and she agreed with what others had stated.

Donna Richardson, 1441 Perkinsville Road, Chino Valley, stated she was here with Yavapai Humane Trappers and was in support of everything Olsen's had done to help them in the community. She shared that she sits in the backyard of her son's house hearing and cheering on the young kids playing ball and having fun at the pool and playground nearby. She felt that Olsen's provided opportunities for the families in the community, that Chino Valley was rural and people in the community did not want that to change. She stated that Olsen's might need to make accommodations to meet the needs of the residents, but was in full support of continuing these types of events that help families and children learn and be part of the community. She felt that by inviting people to Chino Valley, they would spend money here, and that would be good for the whole community.

Helen Fuller, P.O. Box 353, Paulden, stated she was President of the Tri City Speedsters, a gymkhana group that operated in Chino Valley, Prescott, and Prescott Valley. They had eight to ten events per year, half of them at Olsen's, and half at Triple 3, with between 60-75 riders and families that come to each event. She stated she is in full support of Olsen's, and that Olsen's had been very supportive of them, and that kids' safety was number one. She shared that their events were family oriented, where parents and kids came and watched and invited everyone to come out and watch these events. She stated that she participated in the barrel race and dirt bike race and expected it to be louder than it was. She thoroughly enjoyed it, especially the little kids on their dirt bikes. She stated, as President of the Tri City Speedsters, they supported Olsen's 100%.

Artemis Saxton, 2950 W Conestoga Court, Yavapai County, stated that she had not lived in Chino Valley as long as others, but had moved here for Olsen's Events. She shared that she used to haul up from Phoenix with her daughter for horse events and spend money here, and because of those memories and sense of community was why she moved here. She did horse events in Phoenix and felt it did not have the same feeling that Olsen's provided. If she could have had something like the barrel races when her kids were young, she felt that it would have pulled her kids together, with something they could have done together and would have been more encouraging of each other. She would have loved it.

Shawn Russell, 1640 E Verde Ranch Road, Paulden, stated she had been in Town for three years, and shared that this had happened to her before and she was very passionate about this. She felt the Commission should think carefully about letting one person take away the fabric, the heart of this community, and the kids. She stated she had moved to a community very much like Chino Valley when her kids were six and eleven, and that there was an outfit similar to Olsen's there that put on horse events every Friday night for the community. There was one person in opposition in that community that did the same thing, and stopped it for everybody, it all went away. She felt that when that happened, the community did not have the same feel, the same values and neighborliness. In this Town, people treat each other with respect and she is not afraid to walk downtown at night, because she knew that people here are good and their values are good. She reiterated that the events held at Olsen's were for

everybody, not just the equine. She stated she grew up riding dirt bikes, and as far as noise goes, most horse owners would have had a bigger fit than the homeowner if the noise was going to scare their horses, so it couldn't be that bad. She felt that if the Town allowed one person to take this away from the whole community, it would be a very big mistake and would change the fabric of the community. It would change the goodness that Olsen's gave to this community for kids to have something clean and constructive to do. She felt if you did not like the sound, you might as well move because everybody rides side by sides, razors and quads everywhere here. She reiterated that from experience, that this would affect the very core of this community and the future of our young people. She stated that she felt bad for the neighbor, but it would not be fair to take away all of the value that Olsen's brought to this community. She said she knew that Olsen's didn't do it for the money, that she knew what the fees and paybacks were, and that Olsen's was not making any money. She appreciated that and supported them 150%.

Merritt stated that there was overwhelming community sentiment in support, and one homeowner in opposition who would be most impacted by the Olsen's Events. He asked Dingee to step up and the Commission and staff held discussions regarding the Town's Noise Ordinance and Lighting Code, Zoning, hours of operation, and any complaints that the Town had received regarding the prior dirt bike events.

Merritt asked the applicant if he would be amenable, if the neighbor in opposition chose to participate, in communication regarding light and sound mitigation.

Olsen responded he would, but only if it did not impact the safety of their participants. He stated that based on the photometric study and consultation with their lighting expert, the new angle of the lights were set to minimize glare and maximize safety in the arena. He believed that they had done everything that could be done with the existing lights, that they had a significant investment in them, and that they were approved by the Town. He felt that there was no light trespass now with the changes, and that there was nothing more that could be done. He emphasized that the sound PA system was vital to events, that it was a large area where people were working with their horses waiting for their turn to compete, and they needed a way to notify those people when they were expected to compete in the arena. He stated that they operated with an 11:00 p.m. cutoff, with an exception one time when a horse was injured. He shared that they would start earlier if they anticipated a huge turnout for an event. He added that they pay back 70% of the entry fees to the winners.

Merritt closed the public portion of the meeting.

Motion was made by Vice-Chair Pasciak, seconded by Meadors, to approve CUP-2024-05, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A.

Merritt continued the discussion with the Commission and stated he wanted to add an additional requirement to have the official closing of events to be 11:00 p.m. **Pizzi** asked if there would be any legal issue, and felt it was not fair considering Triple 3 can run until midnight. **Zamudio** stated he thought that there must be a way for the neighbors to get together, make amends, and to make it acceptable for both parties. He felt that what Olsen's was doing was great, although he did feel for the neighbor. **Pizza** shared that he lived just outside of the 1000-foot radius, had seen the lights and heard the PA, and he felt it was not any different from the High School football, baseball, and track and field seasons. He had been a big part of the youth in the community and felt that Olsen's was great for the community. He understood where Ms. Hennessy came from, however there was growth in communities, and this was part of living in our community.

Merritt called for a roll-call vote on the additional requirement to close at 11:00 p.m. The vote passed with a 6-1 vote, with **Pizzi** voting no. The Commission agreed that an additional vote would not be necessary on a condition that the Chief of Police approve in writing beforehand an exception to the Sound Ordinance.

A roll-call vote was taken, (including the additional condition) and the motion passed unanimously with a 7-0 vote.

Merritt addressed the public and stated that the Town Council would be requiring the Commission to address an Animal Ordinance in the near future and requested that all the horse people in attendance take the time to speak with the Town staff or Town Commission with good ideas to mitigate issues about horse and animal limits on properties. He reiterated that the Commission would love to hear from the community. He thanked the public for coming.

Merritt called a recess at 7:30 p.m.

Merritt re-opened the meeting at 7:34 p.m. and turned the meeting over to Vice-Chair Pasciak.

ACTION ITEMS: Election of Officers. Vice-Chair **Pasciak** opened up the nominations for the Planning & Zoning Commission Chair position. **Welker** made a nomination of **Merritt** for Chair, with a second by **Meadors**. There were no other nominations for Chair. **Pasciak** asked for a vote and the vote passed with 6-0-1 (**Merritt** abstained) in favor of **Merritt** continuing as Chair. Chair **Merritt** accepted the nomination and stated he was honored. Chair **Merritt** resumed control of the meeting and called for a nomination for the Planning & Zoning Commission Vice-Chair position. **Zamudio** made a nomination of **Pasciak** for Vice-Chair, with a second by **Welker**. There were no other nominations for Vice-Chair. **Merritt** asked for a vote and the vote passed with 6-0-1 (**Pasciak** abstained) in favor of **Pasciak** continuing as Vice-Chair.

INFORMATION ITEMS – FROM STAFF: COUNCIL ACTION OF PRIOR P&Z CASES: **Dingee** updated the Commission about prior cases heard by Town Council. On February 25, 2025, TA-2025-01 – Residential Zoning Amendment Procedures, was approved by Town Council. **Lineberry** shared that the Solar Ordinance would be heard by the Town Council on March 17, 2025, at Grace Church, starting at 5:30 p.m.

INFORMATION ITEMS – FROM THE COMMISSIONERS: none.

INFORMATION ITEMS – FROM THE CHAIR: **Merritt** welcomed new Commissioner Pizzi and stated he appreciated his volunteering, as well as the participation from the whole Commission at the meeting.

INFORMATION ITEMS – FROM THE PUBLIC: none.

ADJOURN – A motion was made by Vice-Chair **Pasciak** and **Meadors** and seconded by **Ditta** and **Zamudio** to adjourn the meeting at 7:38 p.m.

Charles Merritt - Chair

Prepared By: Gerreann Froberg

P&Z Meeting, IRT OLSEN CUP - 2024-05

March 4, 2025

Comments for the Record from Kim Hennessey

Hello. My name is Kim Hennessey. I am opposed to this permit as it currently reads. With less than 3 minutes, I'll cut to the chase on the biggest issue.

I don't care how Mike Olsen uses his property, as long as it doesn't impact the tranquility of mine. And that's what town ordinances are for.

131.01 is clear - Zero decibels at 50 feet. It cannot be sugar coated or glossed over. If the town wishes to change its ordinances, it knows what needs to be done.

Approval of this permit would be a serious breach in public trust and would also make it very difficult for the police to enforce code going forward.

Olsen is requesting the town make an exception for a regular and re-occurring violation of its own ordinance. This is a tremendous ask that I've not seen the town do for anyone else in my years here. Permission to violate town ordinance....4 days or 3 nights a week, during the best months of the year, with pseudo-set parameters but if you read carefully, really unlimited parameters, with the blessing of Development Services.

If the town moves forward with approving this, without a guarantee that zero at 50 will be met, then I am respectfully requesting;

A one vice 5 year review to see how compliance is being met and to properly mitigate any issues.

That their requested event numbers be cut down by 2/3s to 30 days with no more than 13 of those being at night.

That events end much sooner, with lights off by 9pm.

A substantial and effective sound barrier mitigation.

That arena lights be shielded per code 4.24.

No dirt bike or motor sport events - this shouldn't even be possible in a residential area.

And that Development Services NOT be granted the power to authorize them any increases in events.

It's easy to get lots of signatures for an arena. But nobody would sign up for this spilling over property lines and into their, and your homes - disturbing the comfort and repose we all work so hard for.

Please do not agree to approve this without further review & mitigation efforts. The impact to my home has been significant. Thank you.

Kim Hennessey's Home





TOWN OF CHINO VALLEY
Planning Commission Staff Report
March 4, 2025
File Number: CUP-2024-05
Conditional Use Permit

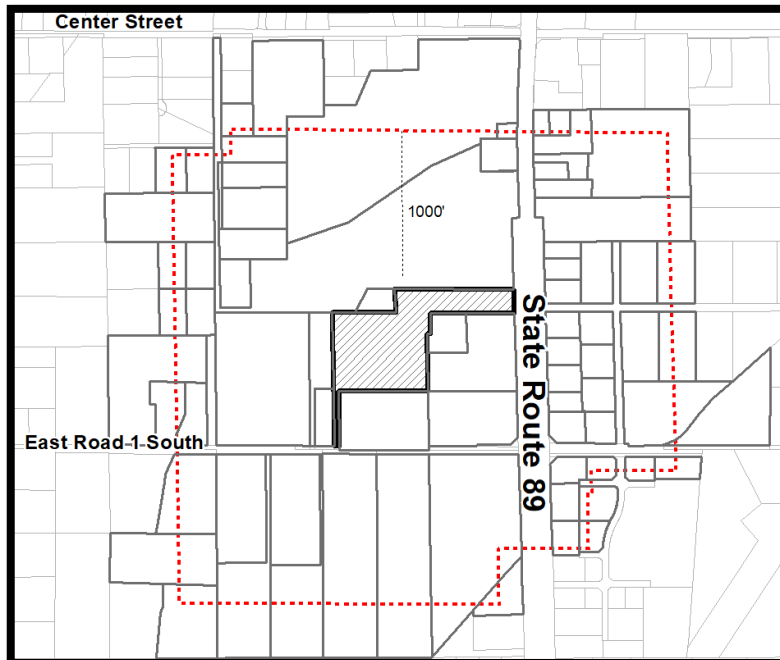
PROJECT DESCRIPTION

This is a request by Olson's Events (Mike Olsen) for the approval of a Conditional Use Permit to allow for the continued use of an existing rodeo and additional outdoor recreational arena activities, on property located at 344 S State Route 89, Chino Valley, Arizona.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Olsen's Grain & Arena	NC – Neighborhood Commercial
North	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Cooper Ag Center	RR – Rural Residential (1 du/ac) NC – Neighborhood Commercial
South	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Single-Family Residence	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)
East	"CL" – Commercial Light	Vacant Land	NC – Neighborhood Commercial
West	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Rodeo Arena & Wedding Venue	NR - Neighborhood Residential (4 du/acre)

LOCATION MAP



PRIOR SITE ACTIONS: None

STAFF RECOMMENDATION: Staff recommend that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Conditional Use Permit to allow for the existing rodeo and additional outdoor recreational arena activities in a CL/AR-5 District subject to Conditions of Approval found in Attachment A.

SUGGESTED MOTION: Move to **APPROVE** Conditional Use Permit CUP-2024-05 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL: By approving this Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council for the continued use of an existing rodeo and additional outdoor recreational arena activities, located at 344 S State Route 89, Chino Valley, Arizona., subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the approved zoning on the parcel.

ZONING:

[Section 3.6.C.1](#) thru 4 of the Unified Development Ordinance lists among other things that “Privately owned and operated parks and recreational facilities, Rodeos, livestock auctions, fairgrounds and riding academies” are allowed as Conditional Uses in the AR-5 District.

CONDITIONAL USE PERMIT REQUEST

Olsen’s Events is requesting a Conditional Use Permit to expand the allowable uses within their established rodeo arena at 344 South State Route 89. Since opening in 2017, the facility has primarily hosted rodeo and equine events, but approval of this permit would allow for additional uses, including dog events, livestock events, community gatherings, weddings, and dirt bike barrel racing (referred to as limited motorsports in the narrative). This emerging rodeo event features single-rider, single-bike timed runs on a traditional barrel racing course. Unlike motocross races such as Supercross or FMX, these events focus on individual precision runs, often involving children on bikes setting course times that adults on horseback then compete against.

Olsen’s Events primarily operates April through October, one to two days per week, with events lasting four to six hours. In 2024, they hosted 69 events, including 29 night events, they are requesting an increase in daytime events along with one additional nighttime event per week to accommodate growing demand in the rodeo community. Typical attendance includes 100-150 participants and 50-100 spectators, with 8-12 staff on-site per event. The arena’s lighting complies with the Town’s code, allowing events to extend until 11 PM or later if necessary to ensure event completion.

According to Olsen's Events, their activities provide a community benefit (see attached narrative). Through expanded offerings, they aim to enhance community engagement, increase recreational opportunities, and support local causes while operating within town regulations and community expectations.

HISTORY OF OLSEN'S EVENTS RODEO ARENA

Olsen's Events Rodeo Arena was established in early 2017, initially operating only during daylight hours and using a sound system.

In 2018, Olsen's Grain received approval from the Town Council for a conditional use permit for their electronic sign along Highway 89. The sign was intended to advertise Olsen's Grain sales but would also advertise their community events such as Equifest. There was record of requiring Olsen's Event Area to obtain a Conditional Use Permit at this time to operate. Between 2019 and 2020, Olsen's Grain constructed their new corporate office. During this time, discussions took place between Development Services staff and Olsen's regarding the possibility of lighting the arena. The then-Director of Development Services committed to allowing the arena lights through a building permit and photometric plan alone, without requiring a conditional use permit. Additionally, it was internally determined that, although the rodeo arena did not have a conditional use permit, it would be considered an existing use as it was established in 2017.

In early 2022, Olsen's came in for a pre-application meeting to discuss the construction of a new warehouse. During this meeting, arena lighting was discussed again. Despite the previous director's departure from the Town of Chino Valley, Development Services continued to honor the prior commitment that only a building permit and photometric plan would be required for the lights.

In August 2022, Olsen's submitted a pre-application for the arena lighting with a photometric plan. It was determined that the proposal met the requirements of Town Code, and they were instructed to proceed with a building permit. In January 2023, Olsen's applied for their building permit for the lights, which was finalized in March 2023.

The first code complaint regarding light and noise was received in mid-July 2023. Complaints continued throughout 2023 and 2024, and were typically limited to nights when Olsen's held events. However, due to commitments made by prior directors and compliance with the Town's outdoor lighting code, Development Services had no basis for enforcement action. Once Olsen's requested to expand their events to include dirt bike barrel races, weddings, pet adoptions, and other activities, staff was able to require them to go through the conditional use permit process.

NEIGHBORHOOD MEETING

All properties within the 1,000-foot radius surrounding property owners were notified by postcard on January 13, 2025, about the neighborhood meeting held at Olsen's location. On February 5, 2025, the same owners were notified by postcard of the Planning and Zoning hearing and Town Council hearing dates. On February 6, 2025, staff posted signs on site of the Planning and Zoning hearing and Town Council hearing dates.

Meeting Summary:

DATE MEETING HELD: JANUARY 28, 2025 AT 3PM

LOCATION: OLSEN'S EVENT ARENA – 344 S STATE ROUTE 89

ATTENDEES:

- Property Owner/Agent: (2) Mike Olsen (Property Owner) and Shyan Ingrao (Arena/Event Manager)
- Town Staff: (2) Jessica Barragan (Senior Planner) and Will Dingee (Assistant Director)
- Neighbors: (7 Property Owners) Within 1000' Radius
- Other Members of the public: (3) Not within 1000' Radius
 - The following points of concern were expressed by one (1) single family resident whose dwelling is located nearest to the arena:
 - Hours of Operation
 - Frequency of Events
 - Noise levels
 - Lighting glare/trespass
 - Traffic/Circulation (ingress/egress)

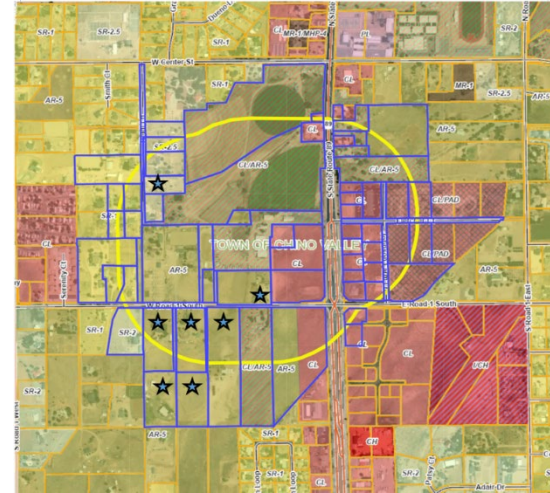
Outcomes of Neighborhood Meeting:

- Out of the Sixty-three (63) property owners within a 1000' radius of the subject property that were notified directly by U.S. Postal Service, seven (7) attended the neighborhood meeting. Applicants agreed to take any necessary measures to mitigate light trespass and noise from speakers by adjusting fixture placement and heights. In addition, they agree to hold events at reasonable hours with direct notice to the neighbors of upcoming events (Particularly involving gun and motorsports or high decibel activities).
- The majority of the dialogue took place between Ms. Kim Hennessey and the owner/operators of Olsen's Arena. The owners denied the false allegations of being rude or uncooperative with the neighbor and discussed various events and the measures they take to manage them. They also asked for reasonable solutions to address Ms. Hennessey's concerns. However, no resolution was reached, and Ms. Hennessey stated that she would submit written comments to staff.

- All other attendees of the neighborhood meeting offered their support and did not raise any concerns. One neighbor stated that the ambulance and highway noise is much louder. Others expressed their appreciation for various youth & agricultural related programs in the community.

Other Correspondence:

- Staff received two (2) letters of opposition and one (1) in support by individuals neighbors residing within the neighborhood notification radius. Copies of all written correspondence can be found in addendum. The two letters of opposition expressed the same points of concern outlined above.



EXTERNAL AGENCY COMMENT:

Fire Safety (CAFMA): The Olsen's have met the fire department's criteria for events and will submit Special Event Requests as needed to determine if a Special Event Operational Permit is required. They have also updated CAFMA with their projected 2025 schedule, which helps assess permit needs.

Traffic (ADOT): ADOT approved the 240 A form, confirming no access to events from State Route 89. Since all event traffic will be routed through the westerly entrance on W Road 1 South, a Traffic Impact Analysis (TIA) was not required, fulfilling ADOT's requirements.

See complete External Agency Comments in Attachment B

CONTACT LOG WITH NEIGHBOR IN OPPOSITION:

Date	Contact Type	Outcomes/Discussion
1/21/2025	Phone Call	The neighbor in opposition expressed that she is the most impacted by the ongoing issues and is frustrated that her peace has been compromised due to lighting, noise, and traffic concerns. She also stated that her husband's family previously owned the Olsen property before selling it. She mentioned that she can no longer enjoy peace in her home due to the noise levels and bright lights at night. When asked if she had any suggestions or recommendations, she stated that she wanted the Olsen's to offer something. The Case Planner encouraged her to attend the neighborhood meeting to voice concerns and discuss potential solutions.

Date	Contact Type	Outcomes/Discussion
1/23/2025	Phone Call	The neighbor in opposition reiterated frustration over the ongoing issues and the impact on her peace due to lighting, noise, and traffic concerns. She also restated that her husband's family previously owned the Olsen property before selling it to the current owners.
1/28/2025	Neighborhood Meeting (In-person)	The neighbor in opposition provided background on her family's history of owning land in Chino and her desire to live in a peaceful area. Her primary concerns were the brightness of the lighting during evening events and the high noise levels, which she stated prevent her from working during the day. She expressed that there should be limits on the number of events held at the arena and that motor sports should be prohibited. The Olsen property owners and operators discussed various methods they plan to implement to reduce light and noise pollution during both daytime and evening events. Both staff and the Olsen owners welcomed the neighbor in opposition's input and encouraged her to share any recommendations. She stated she would provide her suggestions later that day.
1/30/2025	Phone Call	The neighbor in opposition contacted staff to request copies of the applicant's submission documents for the CUP case. The Case Planner provided a link where the documents would be publicly available. Staff asked if she had any input before the final report was published and encouraged her to provide comments.
2/3/2025	Phone Call	The neighbor in opposition contacted staff to ask about reviewing documents before their publication so she could submit comments based on them.
2/3/2025	Email	The neighbor in opposition reached out to staff requesting a time extension to submit comments.
2/3/2025	Counter (In-person)	The neighbor in opposition visited the office to review the applicant's submission documents. During her meeting at the counter, she alleged that the town assisted the Olsen's in conducting their sound and lighting studies. She also expressed dissatisfaction with the neighborhood meeting, stating that she felt she was the only one impacted and that the other attendees were not actual neighbors. Additionally, she discussed personal preferences, including work hours, sleep patterns, and her desire for a peaceful home, as well as concerns about how arena activities disturb her. The neighbor in opposition criticized town staff for not responding to her code enforcement claims; however, staff determined that no allegations had been substantiated to the extent described. Staff encouraged her to present suggestions and mitigations in writing for discussion with the Olsen's.

Date	Contact Type	Outcomes/Discussion
2/5/2025	Email	Comment letter received from the neighbor in opposition.
2/13/2025	Email	The neighbor in opposition reached out to the Director of Development Services seeking clarification on the CUP process, expressing concerns about how decisions impacting her home would be made and whether there was an opportunity for negotiation. The Director explained that negotiations should take place between the neighborhood meeting and the Planning Commission hearing, but the neighbor in opposition stated no discussions had occurred between her and the applicant. The Director provided a link to a past CUP hearing and outlined the formal hearing process, explaining that the Planning Commission and Town Council meetings would follow a structured format where public comments are limited to three minutes per speaker, and final decisions rest with the Town Council. The neighbor in opposition expressed frustration, questioning whether there was any real negotiation process available to her.
2/19/2025	Email	The neighbor in opposition requested a copy of the report to P&Z .

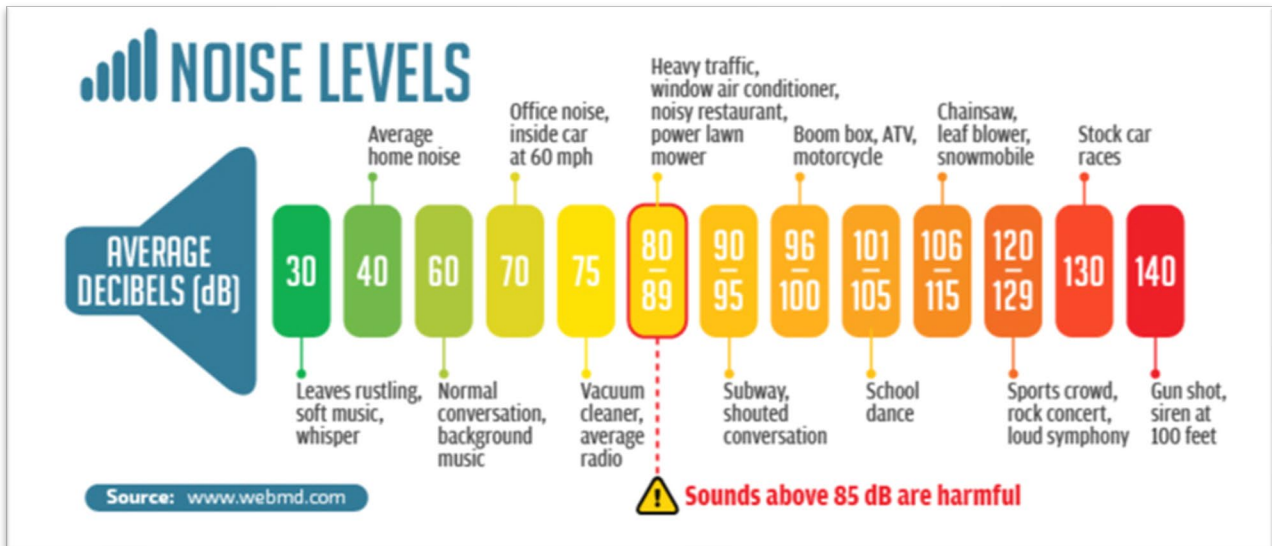
EFFORTS TO MINIMIZE IMPACTS ON NEIGHBORS:

Following concerns raised at the Neighborhood Meeting by a resident within 1,000 feet of the arena, Olsen's Events took steps to address the primary issues identified: noise, lighting, and traffic.

Noise

Neighbor's Concern: The opposing neighbor expressed frustration that noise levels from the event arena, particularly from the PA system, disrupted their peace and made it difficult to enjoy their home. She believed that event noise was excessive and intrusive.

Mitigation Measures: Olsen's replaced their existing PA system with a new system that includes an additional speaker, allowing for better sound distribution at lower volumes rather than relying on fewer speakers at higher volumes. The previous PA system produced noise levels ranging from 66 to 70 decibels (dB). A noise study conducted on February 18, 2025, confirmed a reduction in noise levels compared to the original study conducted on November 19, 2024. The updated system decreased noise levels at the affected neighbor's property from 70 dB to 50 dB—equivalent to a decrease from the noise level of a vacuum cleaner to that of a conversation. Additionally, at the eastern property line of both Olsen's Events and the opposing neighbor that face State Route 89, the average noise level from State Route 89 was recorded at 64 dB.



Lighting

Neighbor's Concern: The opposing neighbor stated that bright arena lighting at night creates excessive glare and trespasses onto their property, disrupting their ability to enjoy their home and property in the evenings.

Mitigation Measures: While the arena's existing lights already complied with the Town's outdoor lighting requirements, Olsen's adjusted the tilt of all six arena lighting fixtures downward by 15 degrees to provide more concentrated light and significantly reduced glare. Furthermore, the fixtures were specifically angled away from the opposing neighbor's residence to further minimize any perceived impact. A site visit by staff on February 10, 2025 confirmed that there was no light trespass at the western property line adjacent to the opposing neighbor's home.

Traffic – Secondary Entrance

Neighbor's Concern: The opposing neighbor is concerned about the volume of event traffic, potential congestion, and vehicle noise impacting their property, particularly from guests entering and exiting the arena using the eastern driveway next to their home.

Mitigation Measure: To address concerns about traffic near the opposing neighbor's residence, Olsen's has committed to restricting use of the eastern access point. While this entrance remains legally permitted, it will be designated for emergency access only during events. Signage will be installed to discourage arena patrons from using this entrance, and all event-related traffic will be directed to the primary entrance along Road 1, near Mr. Olsen's home instead.

Event Limitations

To help reduce the impact on neighbors, Town staff is requesting a cap on the number of events Olsen's can hold each year. In 2024, there were 69 events, including 29 at night. Under the Conditional Use Permit:

- Olsen's can host up to 90 events total per year (an increase of 21).
- No more than 40 events can be at night (an increase of 11).
- They can hold up to four daytime events and three nighttime events per week.

- Events lasting multiple days will count separately (e.g., a two-day event counts as two events).
- The event count resets every January 1st.

In the future, if Olsen's wants to hold more events than allowed with these limits, they will need to request an amendment to their Conditional use Permit (if approved). The Town will track events for compliance.

STAFF ANALYSIS:

Michael J. Olsen, the property owner/applicant, requests a Conditional Use Permit (CUP) for approximately 12 acres to continue operating an existing rodeo arena and expand outdoor recreational activities, including horse, dog, and livestock events, community gatherings, and limited motor sports. Per Chapter 154, Section 3.6.C.1 of the Town's Unified Development Ordinance (UDO), this request requires discretionary review to formalize both current and proposed uses.

The adjacent western property (306-29-027G) holds an active CUP (Ordinance 487, see copy in addendum) for rodeo, recreational events, and a wedding venue.

The applicant's site exhibits outline the Olsen's Arena layout. The family-owned Olsen's Grain business has operated since 1979, and the owner's family resides in the single-family home at the southwest boundary near the primary entrance for the Arena. The southern boundary abuts an AR-5 single-family residence, near the proposed secondary emergency access to the east. Event access from State Route 89 is prohibited and a Traffic Statement has been provided to satisfy this concern with ADOT. Secondary access will also remain closed to arena patrons but available for emergency personnel, with appropriate signage posted to discourage historic patterns.

The applicant submitted independent studies assessing existing arena lighting and sound levels. Staff first evaluated the photometric findings against Section 4.24 of the UDO. The existing lighting fixtures, provided by LED Light Expert (Permit# CB23-000005) were inspected & finalized on 3/18/23. A complete study of the findings and mitigation report for lighting can be found in Attachment G. The applicant conducted a sounds study using a professional sound meter see Attachment F for noise study findings and mitigation report.



PROPOSED CONDITIONS DELIVERED TO February 5, 2025

APPLICANT ON:

EXTERNAL AGENCY COMMENTS: See Attachment B

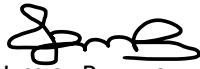
X	Applicant agreed with all of the conditions of approval on (02/19/2025)
	Applicant did not agree with the following conditions of approval: (list #'s)
	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E	F	G	H
Conditions of Approval	External Agency Comments	Applicants Narrative	Applicants Site Plan & Other Exhibits	Staff Research	Noise Studies	Lighting Studies	Public Comments & Petitions

PREPARED BY:

DATE:



JESSICA BARRAGAN, SENIOR PLANNER

(JBARRAGAN@CHINOAZ.NET)

928 636-3473

FEBRUARY 19TH, 2025

APPROVED BY:

LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed Conditional Use Permit for the site:

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

1. The Owner shall comply with all conditions listed below, along with all applicable State, County, and Town codes, rules, fees, and regulations that are applicable to this action.
2. The applicant shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.

Planning: Jessica Barragan, Senior Planner (928) 636-3473

3. The owner shall limit up to 90 events total per calendar year, resets on January 1st of each year. Each day constitutes a separate event.
4. The owner shall ensure that no more than 40 of the 90 events are night events.
5. The owner shall limit the number of events held per week to no more than four (4) with no more than three (3) of those events being night time events.
6. The Owner shall ensure noise levels generated by activities at the arena comply with Section 131.01 of the Town Code, as amended and shall be limited to no more than 60dbs at the southern property line. Intermittent noise events, such as, but not limited to mounted shooting exhibitions and dirt bike barrel races, shall be permitted only during daylight hours. The owner shall continue implement reasonable mitigation measures, such as scheduling considerations and sound dampening efforts, to minimize disruption to adjacent properties.
7. The owner shall ensure all lights shall be turned off within one (1) hour after the conclusion of events, with the exception for security lighting. The owner shall continue to implement reasonable mitigation measures in accordance with Section 4.24 Outdoor Lighting of the Unified Development Ordinance.
8. The owner shall prohibit vehicular event access to the event arena from SR-89.
9. The owner shall continue to provide adequate off-street parking to accommodate all expected visitors, with no overflow parking permitted on public roads.
10. The owner shall prohibit vehicular access using the eastern easement along the boundary of parcel 306-29-030E. For arena events this access shall be reserved for emergency access only and clearly identified as such.
11. The owner shall mitigate dust impact resulting from arena and event activities.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	01/14/2025	NAME:	KEVIN O'NEIL	TITLE:	FIRE INSPECTOR III
AGENCY:	CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (CAFMA)	PHONE	928-277-5253		

Please refer to the Central Arizona Fire and Medical Authority (CAFMA) fire comments below. See our website at cazfire.org for permit and fee details. Fire sprinkler, fire alarm, kitchen/industrial fire protection system, gas detection system and LPG/above grade fuel tank plans shall be deferred submittal to CAFMA.

FIRE 1: Submit Special Event Request with town of Chino Valley to be reviewed by CAFMA. Will determine on case-by-case basis whether a Special Event Operational Permit is to be required by CAFMA.

FIRE 2: An operational permit is required to operate a temporary special event structure or tent having an area in excess of 400 square feet. 2018 IFC Section 105

FIRE 3: Fire apparatus access roads shall have an unobstructed vertical clearance of 13' 6". 2018 IFC 503.2.1

FIRE 4: Street widths shall be a minimum of 20 feet wide with and 13 foot 6 inches of height clearance. 2018 IFC Section 503.2.1

FIRE 5: Provide fire extinguishers in accordance with 2018 IFC Section 906.

FIRE 6: Mobile food truck vendors to comply with 2018 IFC Section 319.

FIRE 7: All means of egress within the building to remain unobstructed and accessible to public. 2018 IFC Section 1009

Note, additional comments will arise based off additional information provided.

DATE:	01/24/2025	NAME:	RICHARD PEREZ	TITLE:	NORTHWEST DISTRICT SUPERVISOR
AGENCY:	ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)			PHONE	928-277-5253

Review Comments Summary:
Comments on 3rd Submittal Olsen's Arena

SUBMITTAL:	3	PROJECT NAME:	Olsen's Arena
REVIEWED	ADOT Northwest Permits Review	APPLICANT/TENANT:	Michael Olsen
DISCIPLINE /OFFICE	Northwest Prescott Permits Office	SITE ADDRESS:	344 S Hwy 89 Chino Valley, AZ 86323 306-29-029C & 028E
		PARCEL #:	
		CURRENT ZONED:	Commercial
RETURN	1/24/2025	DESIGNER / CONSULTANT	N/A
		PROPERTY OWNER	n/ Sischka Inv CV LLC PO Box 427 Chino Valley, AZ 86323 Northwestpermit@azdot.gov
ADOT PROJECT MANAGER:	Richard Perez	RETURN TO:	Northwestpermit@azdot.gov

ACTION CODES A= WILL COMPLY *B= CONSULTANT/DESIGNER TO EVALUATE
C= ADOT TEAM TO EVALUATE D= DISREGARD COMMENT
* REQUIRES A WRITTEN EXPLANATION BY CONSULTANT/DESIGNER
**FINAL DISPOSITION REQUIRES ADOT APPROVAL IF ANY COMMENT IS DISREGARDED

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

COMMENT	DATE	DWG/SPEC.	REVIEWER COMMENT	REVIEWER	CONSULTANT/DESIGNER
1	1/8/2025	TIS	ADOT is awaiting submittal of the TIS.	NWD K. Calasso	
2	1/23/2025	General	The ADOT 240A Form is approved.	Kevin K	
3	1/23/2025	TIS	The TIS will need to be submitted and an analysis of the turn lanes at SR-89 & Rd 1 S should be included.	Kevin K	
4	1/23/2025	General	ADOT respectfully request that the Town of Chino Valley Development Services keep ADOT included in all reviews and any other future meetings moving forward with this development.	NWD Permits R.P.	
5	1/23/2025	General	ADOT's comments may not be all inclusive. ADOT reserves the right to comment further when the Olsen's Arena moves forward to review the on and site plans for the development and to comment on any other future meetings regarding the above mentioned development. Please contact the Northwest District Permits department if you have any questions or concerns.	NWD Permits R.P.	
6	1/23/2025	General	ADOT respectfully requests that if the Olsen's Arena Development moves forward that the Town of Chino Valley Development Services not issue an approval for this project to begin construction of any kind until ADOT's review is complete.	NWD Permits R.P.	
8	1/23/2025	General	Provide responses to all ADOT comments.	NWD Permits R.P.	
*Consultant/Designer must provide where plans/specifications have changed and detail on how Reviewer Comment has been					

ATTACHMENT C
APPLICANTS NARRATIVE

Narrative

Olsen's Grain has been doing business in the Town of Chino Valley since 1979, currently providing jobs for an average of 30 people in our community and creating sales tax revenue for the Town of Chino Valley, which is currently approximately \$17,000.00 per month.

In 2017, Olsen's Grain saw a need to provide a facility for community members and customers to be able to practice and compete at equine events. Therefore, Olsen's management team decided to establish Olsen's Events, which is a subsidiary of Olsen's Grain. This not only created marketing opportunities for Olsen's Grain, but it also created jobs for our community. Olsen's Events employees 8-12 people per event.

1. Project description and purpose

- Olsen's Events is a facility designed for outdoor recreation activities that include horse events, dog events, livestock events, community gatherings and limited motor sports.
- Events will primarily take place from April-October, 1-2 days per week, approximately 4-6 hours in duration. Typically, attendance is focused on participants around 100-150. Spectators range from 50-100 per event.
- The event center is a great addition to our community for several reasons:
 1. We host several community fundraisers at our facility including FFA Benefit roping, Horses with Heart barrel race, Hammer Memorial barrel race (proceeds go to various animal organizations). Each of these events generates approx. \$3k-\$4k annually for these organizations. We also provide our facility at no charge for dog adoption agencies and other like events.
 2. We provide a family-friendly environment at all events, with a high priority placed on including children of all ages.
 3. Based on community requests, we have provided a facility to host various events based on local interests.

2. Compatibility with residential surroundings

- We will mitigate noise by directing speakers toward the main arena, facing north toward Cooper Ag Center Farm and facing west toward owner of Olsen's facility and another arena facility.
- Majority of the traffic will be directed to use the primary west entrance off of road 1 south, which is adjacent to owner's property and an open field.
- Noise time limits will be in alignment with local ordinances.

ATTACHMENT C
APPLICANTS NARRATIVE

- A majority of our events do not generate sound other than our PA system (speakers).
 - Our facility is located in an agricultural area, with the closest neighbor being over 300 feet from the arena.
 - Olsen's Grain facility provides a sound buffer to the east (warehouses, hay barn, office buildings and other structures).
 - The arena facility compliments Olsen's Grain, Cooper Ag Center, Triple 3 Farms & Events and many of our neighbors.
3. Operational limitations and conditions
- Operating hours are in alignment with local ordinances.
 - Operating days are typically 1-2 days per week, April through October.
 - We typically have 100-150 participants and 50-100 spectators
 - Our facility is used by 5200-7800 participants and 2600-5200 spectators annually.
 - We have 5-6 arena staff, 2-3 office staff, and 1-2 supervisors at each event.
 - We will have 1-2 events per week, approximately 4-6 hours per event. Night events will strictly align with local ordinances.
4. Traffic and parking
- We have a primary and secondary entrance to the arena. Our largest events since 2017 have not impacted neighbor traffic.
 - We have approximately 164,500 square feet (3.77 acres) available for parking. This provides adequate space for horse trailer/truck parking as well as spectator parking.
 - There is no spill over into neighborhood streets. Overflow parking is accommodated by the Olsen's Grain facility.
 - Parking is managed by staff at events.
 - Access routes are through our primary and secondary entrances/exits to and from road 1 south west.
5. Environmental and site-specific considerations
- Storm water management is through a drainage system running south to north on east side of the arena.
 - 6-8 trash cans are located at facility and emptied into a large dumpster after each event. Dumpsters are picked up twice a week by Waste Management.
 - Landscape practices include weed control by mowing and weed eating.
 - Lighting report attached.
6. Health safety and compliance standards
- Fire extinguishers/water are accessible

ATTACHMENT C
APPLICANTS NARRATIVE

- All entrances/exits are kept clear for access of police/medical/fire services.
- Safety protocols are in place in the case that 911 needs to be called for emergencies.
- Events have minimal spectators. In the event security is needed, protocols are in place to call police/911. Crowd control/security has never been an issue.
- Restroom facilities are porta johns. They are cleaned weekly on Thursdays and maintained if needed by staff.
- 6-8 trash cans are located at facility and emptied into a large dumpster after each event. Dumpsters are picked up twice a week by Waste Management.

7. Community engagement and feedback

- We have social media pages that are updated regularly with all upcoming events planned. We also share events to several community pages.
- We have a website that is updated regularly with all upcoming events planned.
- We send out a weekly newsletter to subscribers for all upcoming events planned.
- Please see attached letters of support and petitions signed by residents in support of events at our facility.

Concluding letter from Olsen's Grain Management:

Olsen's Grain has been an avid supporter of the Town of Chino Valley since 1979. We encourage our employees to be involved in the community. The owners have personally been involved in the school board and have volunteered at many community functions such as the corn dinner, Chamber of Commerce Events and various youth activities. Olsen's Grain has sponsored numerous educational seminars, provides yearly scholarships to graduating high school Seniors and internships for college students. We have also supported the Chino Valley Police K9 units by providing their dog food for several years.

Due to our involvement in the community, we noticed a need for a safe, wholesome, convenient location for outdoor equine animal activities. We provide this service as part of our overall business plan in Chino Valley. There are many activities available for a broad variety of residents. Also, there are several groups that we provide the facility for fundraising events, that would otherwise would not have the opportunity because of the lack of facilities.

We have done many improvements to our business throughout the years, always following and respecting what is asked by the Town of Chino Valley. We would appreciate your support for Olsen's Events.

ATTACHMENT C
APPLICANTS NARRATIVE



- Developmental services
 - No buildings are being added at this time
- Public works
 - There are no known flood hazards on this property.
 - Parking areas are hard packed road material and watered during events for dust control.
 - Arena is watered prior to and multiple times during events as needed.
- Water consulted - not applicable.
- Central Arizona Fire and Medical Authority
 - Email will be sent with all scheduled events and estimated attendance of spectators and participants. Seasonal schedule will be sent unless requested otherwise. Attendance on average does not exceed more than 150 people.
 - There are no temporary structures being set up during any events that exceed 400 square feet.
 - Road access meets minimum requirements of 20' wide by 13.6' height clearance. Two entrances will be accessible for fire/medical.
 - Fire extinguishers will be in accordance with requirements.
 - All mobile food truck vendors will be required to comply with the 2018 IFC Section 319.
 - There are no public buildings.
- Chino Valley Irrigation Department - not applicable.
- Yavapai County Health Department
 - We are in compliance with all health department requirements.
 - We will have ADA and regular porta johns available based on the number of attendees at each event.

ATTACHMENT C
APPLICANTS NARRATIVE

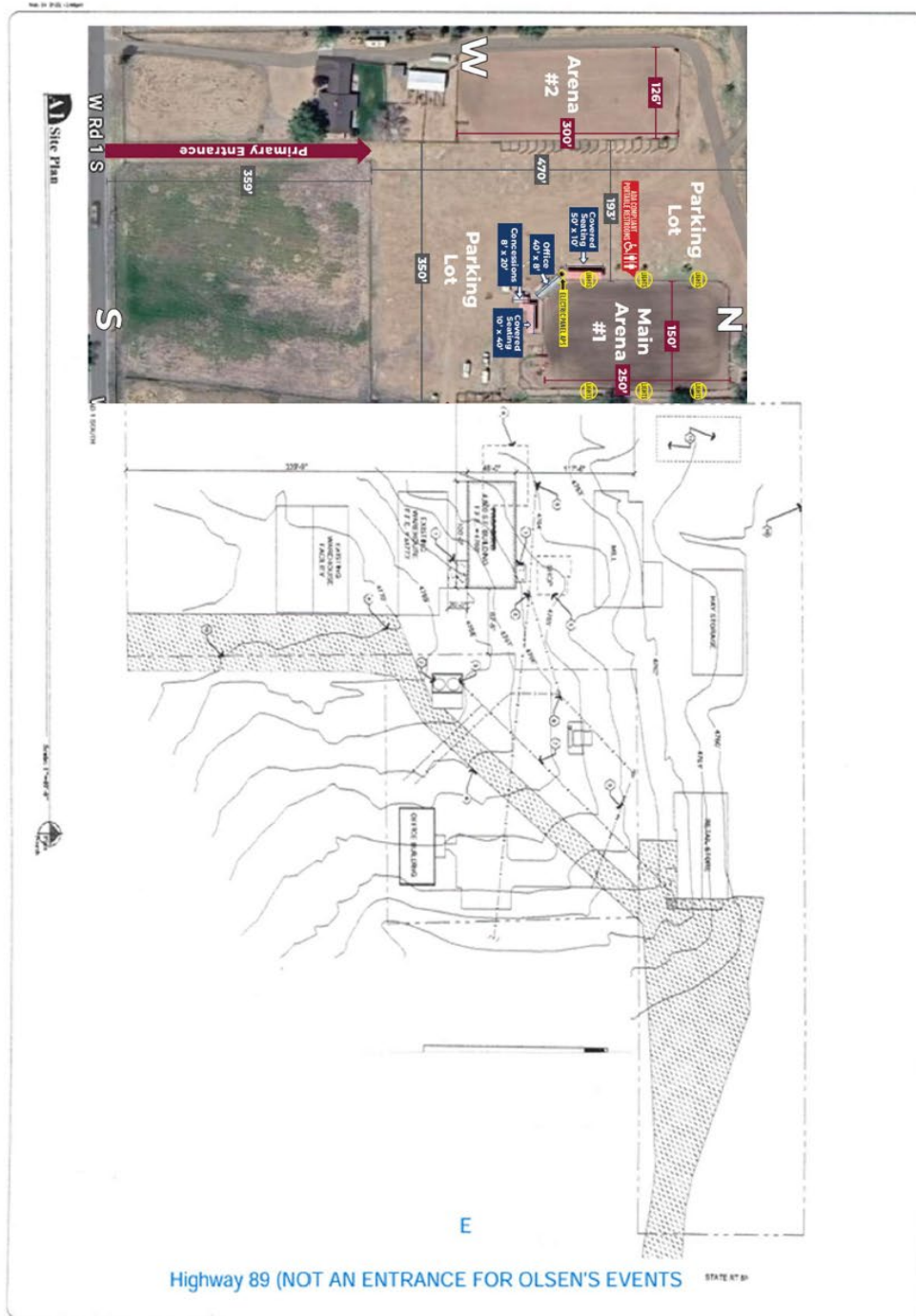
- Parking areas are hard packed road material and watered during events for dust control.
 - Arena is watered prior to and multiple times during events as needed.
- Yavapai County Environmental Department – not applicable.
- Arizona Department of Transportation
 - Form 240-A has been submitted as requested on 11/18/2024 at 2:24 pm.
- Police
 - Noise study attached. Direction of noise by speakers will be toward the main arena facing north and toward the second arena facing west.
- APS – not applicable.
- Lighting
 - Lighting report submitted by lighting expert as requested. See attached.
- Corporation LLC or Partnership
 - Partnership LLC operating agreement attached.
- Site plans
 - Submitted according to requirements discussed at the pre-application meeting.
- Supporting documentation – see attached, if applicable.
- Narrative
 - See attached.

ATTACHMENT D
APPLICANTS SITE PLAN & OTHER EXHIBITS



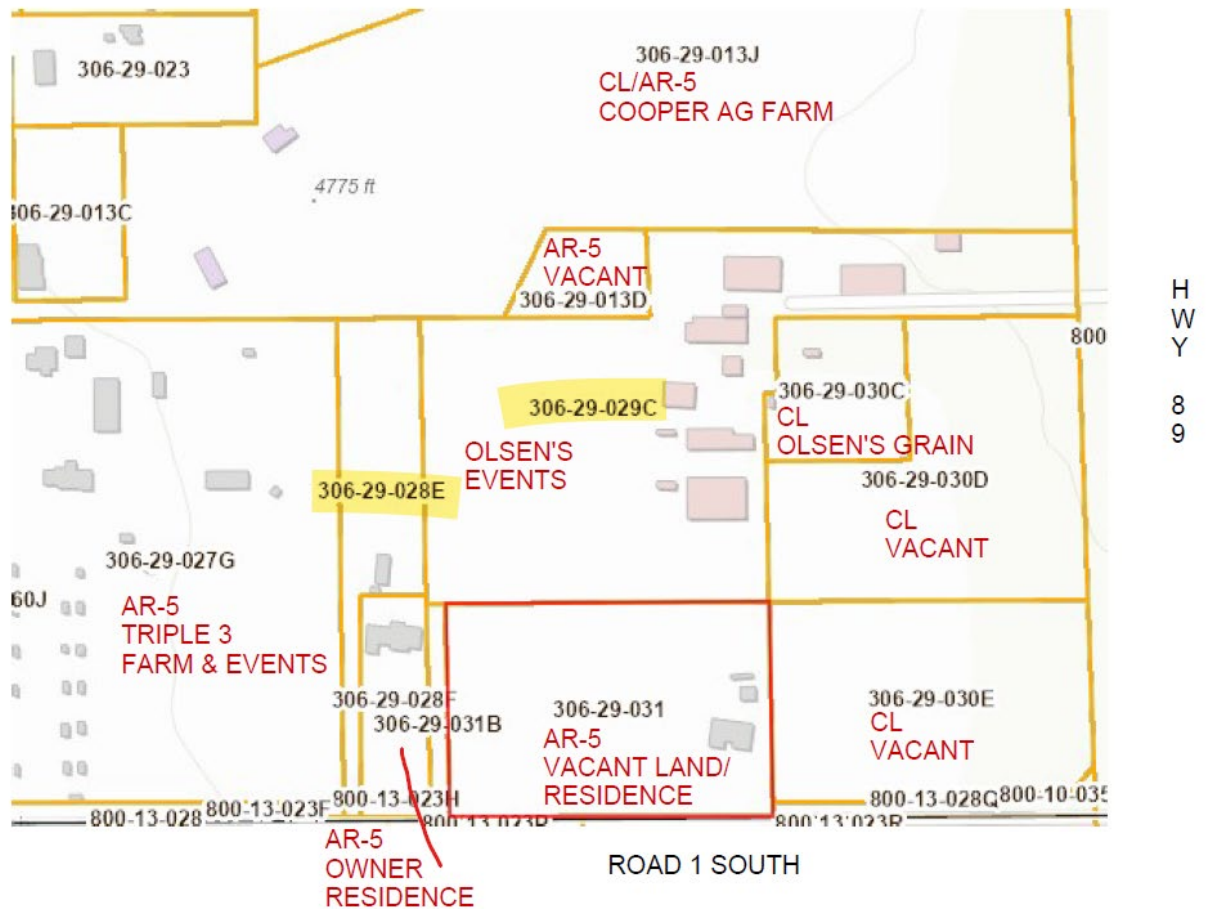
ATTACHMENT D APPLICANTS SITE PLAN & OTHER EXHIBITS

ALL TRAFFIC FOR OLSEN'S EVENTS WILL ENTER THROUGH THE PRIMARY ENTRANCE
ON ROAD 1 SOUTH



ATTACHMENT D APPLICANTS SITE PLAN & OTHER EXHIBITS

N



ATTACHMENT D
APPLICANTS SITE PLAN & OTHER EXHIBITS

ORDINANCE NO. 487

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA, TO PROVIDE FOR THE RENEWAL OF A CONDITIONAL USE PERMIT ON ASSESSOR'S PARCEL NUMBER 306-29-027G, FOR THE OPERATIONS OF A RODEO ARENA AND WEDDING FACILITY IN THE "AR" AGRICULTURAL/RESIDENTIAL ZONE.

WHEREAS, a public hearing was held before the Planning and Zoning Commission on December 6, 2001; and

WHEREAS, the Commission found that the establishment, maintenance, or operation of the use and/or building applied for will not be detrimental to the public health, safety, peace, convenience, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood, or to the general welfare of the Town; and

WHEREAS, the Commission voted unanimously to grant the renewal of the Conditional Use Permit.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, COUNTY OF YAVAPAI, ARIZONA:

Section 1: That a renewal of the Conditional Use Permit is hereby issued for Assessor's Parcel Number 306-29-027G, to operate a rodeo arena and wedding facility in the "AR" (Agricultural/Residential) zone with the following conditions:

1. The Conditional Use Permit be granted for twenty-five (25) years and renewal be initiated by the applicant prior to expiration.
2. The sprinkler system shall provide for abatement of dust on an as-needed basis.
3. Allowable use of an eight (8) foot fence where needed.
4. The use of arena with lights and/or public address system shall be limited to the hours of 8:00 a.m. to 12:00 midnight.

Section 2: That if any section, subsection, sentence, clause, phrase or portion of this ordinance or any part of the code adopted herein by reference 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.

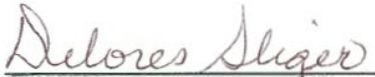
ATTACHMENT D
APPLICANTS SITE PLAN & OTHER EXHIBITS

PASSED AND ADOPTED by the Mayor and Common council of the Town of Chino Valley, Arizona, this 11th day of January, 2002.



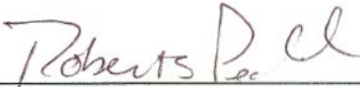
Dan Main, Mayor

ATTEST:



Delores Sliger, Town Clerk

APPROVED AS TO FORM:



Robert S. Pecharich, Esq.
Town Attorney

ATTACHMENT E Staff Research

	STAFF RESEARCH –CUP-2024-05 OLSEN’S ARENA CASE #: CUP-2024-05 CASE PLANNER: JESSICA BARRAGAN
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PROJECT NARRATIVE: This is a request by Mike Olsen for the approval of a Conditional Use Permit to allow for the continued use of an existing rodeo and additional outdoor recreational arena activities, on property located at 344 S State Route 89, Chino Valley, Arizona.

I. PROJECT DATA

Project Location:	344 S State Route 89		
Parcel Number(s):	306-29-028E & 306-29-029C & 306-21-031B		
Parcel Size(s):	526,640 square feet		
Total Acreage:	9.88 + 1.98 + 0.23 = 12.09 Acres		
Proposed Dwelling Units:	0		
Address:	344 S State Route 89		
Owner/Applicant:	Mike Olsen - Olsen/Sischka Inv Chino Valley LLC		
Applicant's Agent:	Mike Olsen		
Conforms to G.P. Land Use Conformity Matrix:	Yes	☒	No
Zoning Overlay	PAD	N/A	
Within ½ Mile of SR89?	Yes	☒	No
If yes, Property is restricted – site-built only			

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Olsen's Grain & Arena	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)
North	"CL/AR-5" – Commercial Light & Agricultural/Residential (Minimum 5 acres)	Cooper Ag Center	RR – Rural Residential (1 du/ac)
South	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Single-Family Residence	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)
East	"CL" – Commercial Light	Vacant Land	NC – Neighborhood Commercial
West	"AR-5" – Agricultural/Residential (Minimum 5 acres)	Rodeo Arena & Wedding Venue	NR - Neighborhood Residential (4 du/acre)

Prior Cases or Related Actions:	PA-2024-41		
Type	Cases, Actions or Agreements		
Pre-Annexation Agreement	Yes	No	☒
Annexation	Yes	☒ No	Original Town 9/21/1970
General Plan Amendment	Yes	No	☒
Development Agreement	Yes	No	☒
Rezone	Yes	No	☒
Subdivision	Yes	No	☒
Conditional Use Permit	Yes	☒ No	CUP-2024-05 Being Requested
Pre-Application Meeting	Yes	☒ No	PA-2024-41
Enforcement Actions	Yes	No	☒
Land Division Status:	Yes	No	☒
Irrigation District:	n/a		

Staff Research – CUP-2024-05

Updated April, 2024

Case # CUP-2024-05
Date 03-04-2025
Page 24 of 49

ATTACHMENT E Staff Research

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:	NC – Neighborhood Commercial/ NR - Neighborhood Residential (4 du/acre)					
Is Project larger than 25 AC or 50 d.u.?	L.U. Policy 2.1	No	PRN Policy 2.8	n/a		
Issues:	None					
Circulation Element:						
Road Classification	Collector	Existing Row	Yes	Required Row		
Issues:	None					
Parks, Recreation, and Natural Resources Element:						
Closest Park:	Center Street Park					
Within 1 mile of the Peavine Trail?	No					
Flooding?	FEMA Flood Plain Designation	no	Town Flood Map	no		
Issues:	None					
Community Services and Facilities Element:						
Water Source:	Town	Well	x	Prescott	Private System:	
Sewer:	Town	Septic	x			
Issues:	No town water or sewer on site					
Economic Development Element:						
SR-89 Corridor?	Yes	Enhancement: Goal ED-6	Yes			
Old Home Manor?	No	Goal ED-2	n/a			
Issues:	None					

NOTIFICATION

- Legal Ad Published: (02/04/2025)
- Neighborhood Meeting: (01/28/2025)
- (1000)' Vicinity Mailing: (01/13/2025)
- Hearing Dates: (P&Z 03/4/2025 – TC 03/25/2025)
- Reviewing Agencies Noticed: (01/08/2025)
- Comments Due: (01/27/2025)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Samantha Alvarez – APS	X	1/14/25			
Richard Perez - A.D.O.T.	X	1/24/25		X	X
Ralph Baker – C.V.I.D.	X	1/14/25	X		
Darrell Tirpak - CAFMA	X	1/14/25		X	X
Suzanne Ehrlich – YC ENV					
Monica Kriner – YC Health	X	1/22/25	X		
SparkLight Cable					
LUMEN (Previously Centurylink)					
Unisource Gas					
CVUSD	X	1/14/25	X		
United States Postal Service					
Mark Holmes – Water Advisor	X	1/14/25	X		

ATTACHMENT E Staff Research

<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner – Development Services	X	1/27/25		X	X
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services	X	1/27/25		X	X
Frank Marbury – Engineer/ Public Works Director					
Steve Sullivan – Assistant Engineer – Public Works	X	1/22/25	X		
Dan Trout – Chief Building Official – Development Services					
Frank Snowney Code Enforcement – Development Services					
Josh McIntire – Chief of Police - Police Department	X	1/6/25	X		



Sound Report/Noise Study

By recommendation from a sound expert, we used a professional sound meter to conduct a noise study, 11/19/2024 at 5:00-5:30 pm:

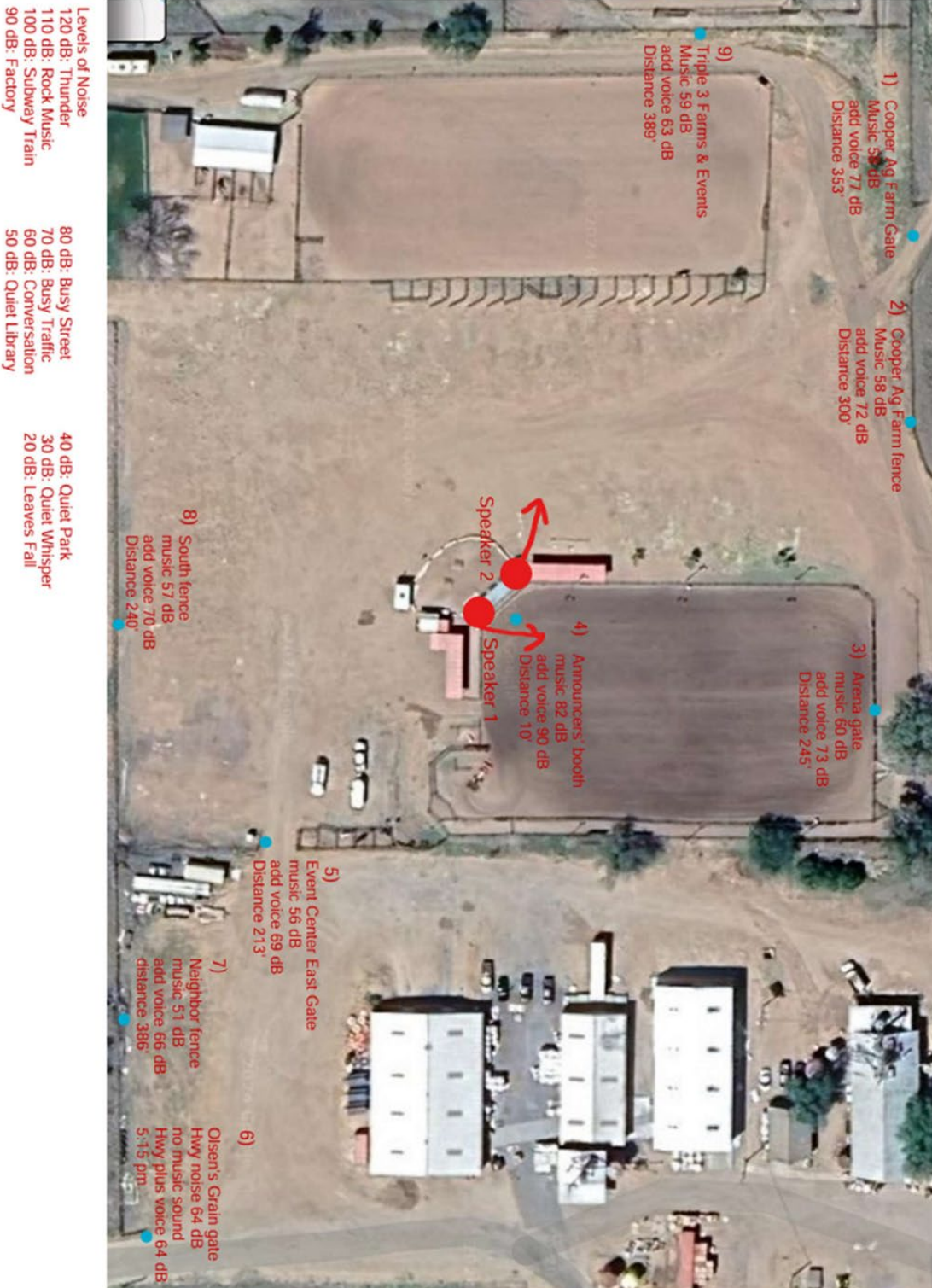
1. Farm Gate, music 58 dB, add voice 77 dB, distance 353'
2. Farm Fence, music 58 dB, add voice 72 dB, distance 300'
3. Arena gate, music 60 dB, add voice 73 dB, distance 245'
4. Announcer's booth, 82 dB, add voice 90 dB, distance 10'
5. Event Center east gate, music 56 dB, add voice 69 dB, distance 213'
6. Olsen's Grain west gate, highway noise 64 dB, no arena sound, highway plus arena 64 dB, 5:15 pm
7. Southeast neighbor fence, music 51 dB, add voice 66 dB, distance 386'
8. South fence, music 57 dB, add voice 70 dB, distance 240'
9. Triple 3 Farm & Events, music 59 dB, add voice 63 dB, Distance 386'

Levels of noise:

120 dB = Thunder
110 dB = Rock Music
100 dB = Subway Train
90 dB = Factory
80 dB = Busy Street
70 dB = Busy Traffic
60 dB = Conversation
50 dB = Quiet Library
40 dB = Quiet Park
30 dB = Quiet Whisper
20 dB = Leaves Fall

ATTACHMENT F NOISE STUDIES

Sound Report
Conducted 11/19/2024 5:00 pm to 5:30 pm





Sound Report/Noise Study

Olsen's staff acknowledge the findings from the noise study conducted on 11/19/2025 and mitigated impacts by the purchase of updated equipment and relocating the placement and direction of the speakers. This new configuration was then tested using the Sound level meter application by UniCom Technology, the decibel values were measured the environment noise at each. Below are the outcomes from testing conducted on site on 2/18/2025 at 3:00-4:00 pm:

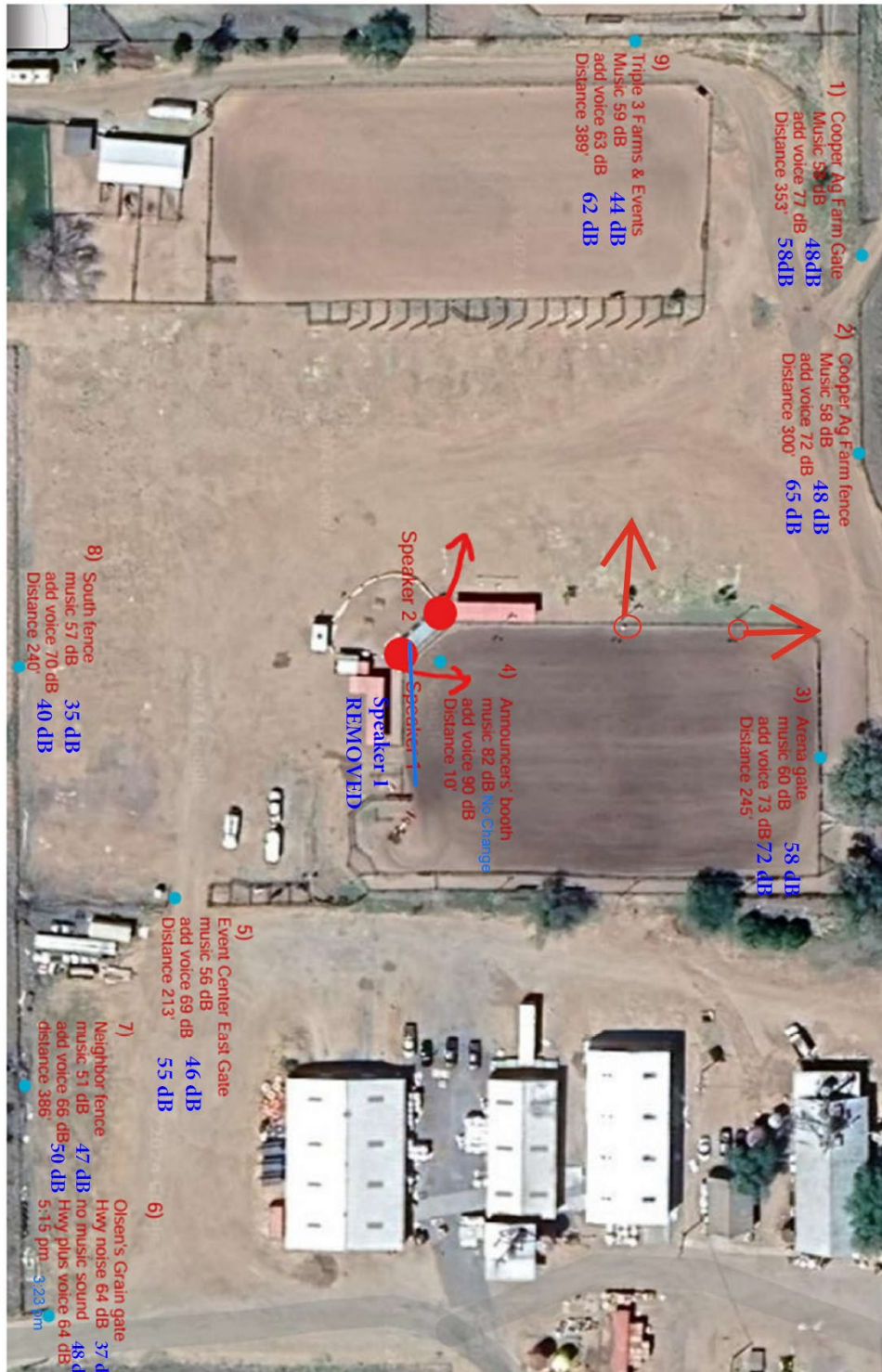
1. Farm Gate, music 48dB, add voice 58 dB, distance 353' **(-19 dB)**
2. Farm Fence, music 48 dB, add voice 65 dB, distance 300' **(-7 dB)**
3. Arena gate, music 58 dB, add voice 72 dB, distance 245' **(-1 dB)**
4. Announcer's booth, 84 dB, add voice 92 dB, distance 10' **(-0 dB)**
5. Event Center east gate, music 46 dB, add voice 55 dB, distance 213' **(-14 dB)**
6. Olsen's Grain west gate, highway noise 37 dB, no arena sound, highway plus arena 48 dB, 3:23 pm **(-16 dB)**
7. Southeast neighbor fence, music 47 dB, add voice 50 dB, distance 386' **(-16 dB)**
8. South fence, music 35 dB, add voice 40 dB, distance 240' **(-19 dB)**
9. Triple 3 Farm & Events, music 44 dB, add voice 62 dB, Distance 386' **(-1 dB)**

Levels of noise for reference:

120 dB = Thunder
110 dB = Rock Music
100 dB = Subway Train
90 dB = Factory
80 dB = Busy Street
70 dB = Busy Traffic
60 dB = Conversation
50 dB = Quiet Library
40 dB = Quiet Park
30 dB = Quiet Whisper
20 dB = Leaves Fall

ATTACHMENT F NOISE STUDIES

Sound Report
Conducted 11/19/2024 5:00 pm to 5:30 pm
Conducted 2/18/2025 3:00pm to 4pm



Levels of Noise
120 dB: Thunder
110 dB: Rock Music
100 dB: Subway Train
90 dB: Factory

80 dB: Busy Street
70 dB: Busy Traffic
60 dB: Conversation
50 dB: Quiet Library

40 dB: Quiet Park
30 dB: Quiet Whisper
20 dB: Leaves Fall



Light study

Light study conducted by advice from LED Light Experts using a Photometer Pro App.

Using the Photometric study done originally by LED Light Experts, we took the following readings (see attached, which matched with the Photometric study Exterior Scene 1/Ground element 1/Surface 1/Value Chart E page 7).

- 16 f/c in arena (Photometric study), 16.536604 f/c (Photometer Pro)
- 2.72 f/c at south arena gate (Photometric study), 2.6941657 (Photometer Pro)
- 0.00 f/c 50' south of arena (Photometer Pro)

LED Light Experts confirmed that our lights are "Dark Sky Compliant" (see order confirmation) and there is no need for further shielding. Also, see photos from drone shots above the arena showing there is no light pollution.

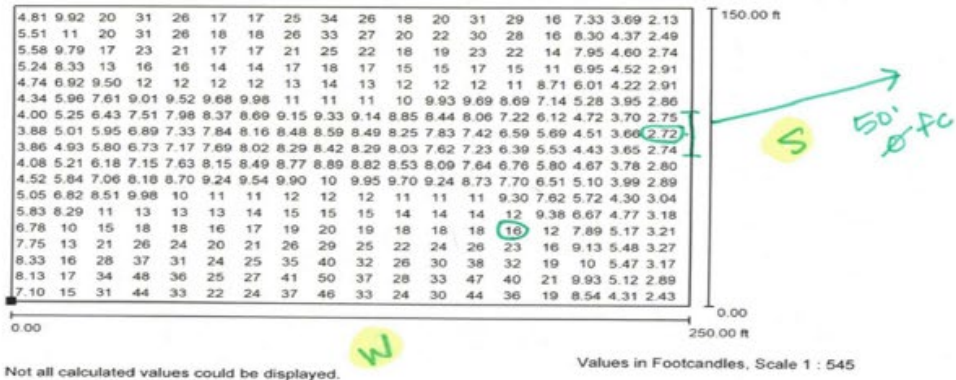
The conclusion of this study indicates that there is no light trespass that leaves Olsen's Events Property and lights are dark sky compliant.

ATTACHMENT G LIGHTING STUDIES

Photometric Study LED Light Experts



Exterior Scene 1 / Ground Element 1 / Surface 1 / Value Chart (E)



Not all calculated values could be displayed.

Values in Footcandles, Scale 1 : 545

Photometer Pro

Under arena lights in arena to Southeast corner of arena property.

Timestamp	Lux (lx)	Foot-candle (fc)	W/m2 (Solar Intensity)	Magnetic position	tilt	Seconds
Nov 21 2024 5:59:29 PM	178	16.536604	1.4061999	266 W	0	0
Nov 21 2024 5:59:30 PM	178	16.536604	1.4061999	267 W	1	1
Nov 21 2024 5:59:31 PM	179	16.629505	1.4140999	268 W	1	2
Nov 21 2024 5:59:32 PM	185	17.18692	1.4614999	269 W	0	3
Nov 21 2024 5:59:34 PM	162	15.050167	1.2797999	259 W	4	4
Nov 21 2024 5:59:35 PM	134	12.448904	1.0586	275 W	11	5
Nov 21 2024 5:59:36 PM	113	10.497956	0.89269996	241 SW	7	6
Nov 21 2024 5:59:37 PM	101	9.383129	0.79789996	234 SW	4	7
Nov 21 2024 5:59:38 PM	81	7.5250835	0.63989997	242 SW	13	8
Nov 21 2024 5:59:39 PM	75	6.96767	0.5925	219 SW	9	9
Nov 21 2024 5:59:40 PM	58	5.3883314	0.45819998	217 SW	8	10
Nov 21 2024 5:59:41 PM	40	3.7160907	0.31599998	227 SW	4	11
Nov 21 2024 5:59:42 PM	29	2.6941657	0.22909999	221 SW	2	12
Nov 21 2024 5:59:43 PM	22	2.04385	0.17379999	225 SW	7	13
Nov 21 2024 5:59:44 PM	15	1.3935341	0.118499994	222 SW	4	14
Nov 21 2024 5:59:45 PM	9	0.8361204	0.0711	221 SW	2	15
Nov 21 2024 5:59:46 PM	6	0.5574136	0.047399998	235 SW	10	16
Nov 21 2024 5:59:47 PM	5	0.46451133	0.039499998	232 SW	7	17
Nov 21 2024 5:59:48 PM	8	0.7432181	0.0632	223 SW	2	18
Nov 21 2024 5:59:49 PM	4	0.37160906	0.0316	229 SW	5	19
Nov 21 2024 5:59:50 PM	4	0.37160906	0.0316	228 SW	2	20
Nov 21 2024 5:59:51 PM	4	0.37160906	0.0316	229 SW	7	21
Nov 21 2024 5:59:52 PM	4	0.37160906	0.0316	236 SW	7	22
Nov 21 2024 5:59:53 PM	4	0.37160906	0.0316	248 W	10	23
Nov 21 2024 5:59:54 PM	3	0.2787068	0.023699999	236 SW	5	24
Nov 21 2024 5:59:55 PM	4	0.37160906	0.0316	239 SW	3	25
Nov 21 2024 5:59:56 PM	3	0.2787068	0.023699999	239 SW	5	26
Nov 21 2024 5:59:57 PM	2	0.18580453	0.0158	235 SW	3	27
Nov 21 2024 5:59:58 PM	3	0.2787068	0.023699999	247 SW	10	28
Nov 21 2024 5:59:59 PM	3	0.2787068	0.023699999	237 SW	1	29
Nov 21 2024 6:00:00 PM	0	0	0	247 SW	5	30
Nov 21 2024 6:00:01 PM	1	0.092902265	0.0079	249 W	7	31
Nov 21 2024 6:00:02 PM	0	0	0	243 SW	1	32

ATTACHMENT G

LIGHTING STUDIES



4.81	9.92	20	31	26	17	17	25	34	26	18	20	31	29	16	7.33	3.69	2.13
5.51	11	20	31	26	18	18	26	33	27	20	22	30	28	16	8.30	4.37	2.49
5.58	9.79	17	23	21	17	17	21	25	22	18	19	23	22	14	7.95	4.60	2.74
5.24	8.33	13	16	16	14	14	17	18	17	15	15	17	15	11	6.95	4.52	2.91
4.74	6.92	9.50	12	12	12	12	13	14	13	12	12	12	11	8.71	6.01	4.22	2.91
4.34	5.96	7.61	9.01	9.52	9.68	9.98	11	11	11	10	9.93	9.69	8.69	7.14	5.28	3.95	2.86
4.00	5.25	6.43	7.51	7.98	8.37	8.69	9.15	9.33	9.14	8.85	8.44	8.06	7.22	6.12	4.72	3.70	2.75
3.88	5.01	5.95	6.89	7.33	7.84	8.16	8.48	8.59	8.49	8.25	7.83	7.42	6.59	5.69	4.51	3.68	2.72
3.86	4.93	5.80	6.73	7.17	7.69	8.02	8.29	8.42	8.29	8.03	7.62	7.23	6.39	5.53	4.43	3.65	2.74
4.08	5.21	6.18	7.15	7.63	8.15	8.49	8.77	8.89	8.82	8.53	8.09	7.64	6.76	5.80	4.67	3.78	2.80
4.52	5.84	7.06	8.18	8.70	9.24	9.54	9.90	10	9.95	9.70	9.24	8.73	7.70	6.51	5.10	3.99	2.89
5.05	6.82	8.51	9.98	10	11	11	12	12	12	11	11	11	9.30	7.62	5.72	4.30	3.04
5.83	8.29	11	13	13	13	14	15	15	15	14	14	14	12	9.38	6.67	4.77	3.18
6.78	10	15	18	18	16	17	19	20	19	18	18	18	16	12	7.89	5.17	3.21
7.75	13	21	26	24	20	21	26	29	25	22	24	26	23	16	9.13	5.48	3.27
8.33	16	28	37	31	24	25	35	40	32	26	30	38	32	19	10	5.47	3.17
8.13	17	34	48	36	25	27	41	50	37	28	33	47	40	21	9.93	5.12	2.89
7.10	15	31	44	33	22	24	37	46	33	24	30	44	36	19	8.54	4.31	2.43

Not all calculated values could be displayed.

Values in Footcandles, Scale 1 : 545

PHOTOMETRIC STUDY DISPLAYING HOW ARENA AT OLSEN'S EVENTS
WILL BE LIT. STUDY PROVIDED BY LED LIGHT EXPERTS.

ATTACHMENT G
LIGHTING STUDIES



Shyan Ingrao <olsensbarrelracing@gmail.com>

New Order # AB- 73296

1 message

sales@ledlightexpert.com <sales@ledlightexpert.com>

Reply-To: sales@ledlightexpert.com

To: olsensbarrelracing@gmail.com

Mon, Dec 9, 2024 at 12:12 PM



Order Confirmation

Shyan Ingrao,

This email confirms that your order was received at LEDLightExpert.com. You will receive an additional email once your order is shipped. Contact us if you have any questions about your order.

Thanks for using LEDLightExpert.com.

Order Information

Order number: AB-73296

Order date: 10/12/2022

Billing address:

Shipping To:

Shyan Ingrao
olsensbarrelracing@gmail.com
928-202-2003
PO Box 427
Chino Valley, AZ 86323 US

Shyan Ingrao
355 N Fire Sky Ln
Chino Valley, AZ 86323 United States

Payment Method:

Shipping Method:

New Credit Cards and Paypal

Custom Shipping

Shipped Date:

11/02/2022

ATTACHMENT G
LIGHTING STUDIES

Tracking Number:

1Z22V0780391977118

		QTY	PRICE
	Bullhorn - Dual Tenon Adapter - 2 Light Bullhorn Light Pole Adapter for Slip Fit - Goes Over Tenon 2 3/8 inch - Bronze/Brown Color Color Options: Bronze/Dark Brown Housing Product ID: 78-137	6	\$119.99
	Tenon Adapter for 4 inch Round Pole Light Pole Adapter for Slip Fit Product ID: 78-128	6	\$47.99
	70,000 Lumen - 500 watt NextGen III LED Shoebox Lights - Dimmable - No Photocell - SLIP FIT Mount - Wattage Selectable - Dark Sky Compliant Product ID: 52-431	15	\$422.74

Subtotal:	\$7,348.98
Discount:	\$0.00
Shipping:	\$0.00
Sales Tax:	\$760.62
Total:	\$8,109.60

52-431 DLC 5.1 Rated and Dark Sky Compliant

ATTACHMENT G

LIGHTING STUDIES

Project 1



DIALux

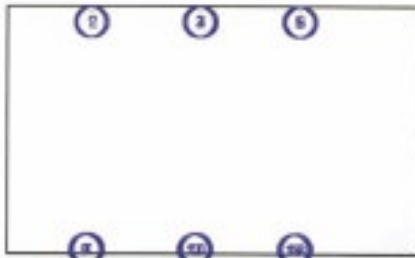
07 / 22 / 2022

Operator
Telephone
Fax
e-Mail

Exterior Scene 1 / Luminaires (coordinates list)

RGL-NEXTGEN3-500W 52-43

62733 lm, 496.3 W, 1 x 1 x User defined (Correction Factor 1.000).



No.	Position [ft]			Rotation [°]		
	X	Y	Z	X	Y	Z
1	49.945	147.102	25.000	0.0	-30.0	-105.0
2	51.498	147.102	25.000	0.0	-30.0	-75.0
3	115.799	147.102	25.000	0.0	-30.0	-105.0
4	117.352	147.102	25.000	0.0	-30.0	-75.0
5	176.276	147.102	25.000	0.0	-30.0	-105.0
6	177.829	147.102	25.000	0.0	-30.0	-75.0
7	49.420	2.819	25.000	0.0	-30.0	70.0
8	48.263	2.997	25.000	0.0	-30.0	92.5
9	47.126	2.719	25.000	0.0	-30.0	115.0
10	115.274	2.819	25.000	0.0	-30.0	70.0
11	114.117	2.997	25.000	0.0	-30.0	92.5
12	112.980	2.719	25.000	0.0	-30.0	115.0
13	175.752	2.819	25.000	0.0	-30.0	70.0
14	174.595	2.997	25.000	0.0	-30.0	92.5
15	173.458	2.719	25.000	0.0	-30.0	115.0

ATTACHMENT G
LIGHTING STUDIES

Project 1

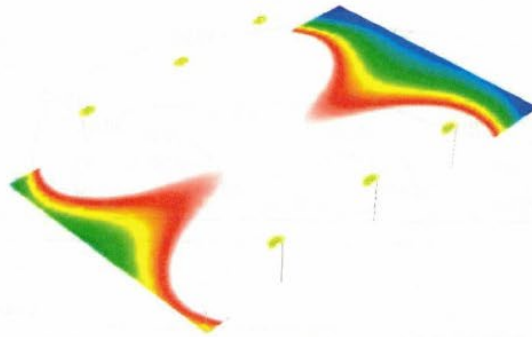


DIALux

07 / 22 / 2022

Operator
Telephone
Fax
e-Mail

Exterior Scene 1 / False Color Rendering



0 1.00 2.00 3.00 4.00 5.00 6.00 7.00 8.00 fc

ATTACHMENT G LIGHTING STUDIES

Under arena lights in arena to Southeast corner of arena property.

Timestamp	Lux (lx)	Foot-candle (fc)	W/m2 (Solar Intensity)	Magnetic position	tilt	Seconds
Nov 21 2024 5:59:29 PM	178	16.536604	1.4061999	266 W	0	0
Nov 21 2024 5:59:30 PM	178	16.536604	1.4061999	267 W	1	1
Nov 21 2024 5:59:31 PM	179	16.629505	1.4140999	268 W	1	2
Nov 21 2024 5:59:32 PM	185	17.18692	1.4614999	269 W	0	3
Nov 21 2024 5:59:34 PM	162	15.050167	1.2797999	259 W	4	4
Nov 21 2024 5:59:35 PM	134	12.448904	1.0586	275 W	11	5
Nov 21 2024 5:59:36 PM	113	10.497956	0.89269996	241 SW	7	6
Nov 21 2024 5:59:37 PM	101	9.383129	0.79789996	234 SW	4	7
Nov 21 2024 5:59:38 PM	81	7.5250835	0.63989997	242 SW	13	8
Nov 21 2024 5:59:39 PM	75	6.96767	0.5925	219 SW	9	9
Nov 21 2024 5:59:40 PM	58	5.3883314	0.45819998	217 SW	8	10
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Nov 21 2024 5:59:42 PM	29	2.6941657	0.22909999	221 SW	2	12
Nov 21 2024 5:59:43 PM	22	2.04385	0.17379999	225 SW	7	13
Nov 21 2024 5:59:44 PM	15	1.3935341	0.118499994	222 SW	4	14
Nov 21 2024 5:59:45 PM	9	0.8361204	0.0711	221 SW	2	15
Nov 21 2024 5:59:46 PM	6	0.5574136	0.047399998	235 SW	10	16
Nov 21 2024 5:59:47 PM	5	0.46451133	0.039499998	232 SW	7	17
Nov 21 2024 5:59:48 PM	8	0.7432181	0.0632	223 SW	2	18
Nov 21 2024 5:59:49 PM	4	0.37160906	0.0316	229 SW	5	19
Nov 21 2024 5:59:50 PM	4	0.37160906	0.0316	228 SW	2	20
Nov 21 2024 5:59:51 PM	4	0.37160906	0.0316	229 SW	7	21
Nov 21 2024 5:59:52 PM	4	0.37160906	0.0316	236 SW	7	22
Nov 21 2024 5:59:53 PM	4	0.37160906	0.0316	248 W	10	23
Nov 21 2024 5:59:54 PM	3	0.2787068	0.023699999	236 SW	5	24
Nov 21 2024 5:59:55 PM	4	0.37160906	0.0316	239 SW	3	25
Nov 21 2024 5:59:56 PM	3	0.2787068	0.023699999	239 SW	5	26
Nov 21 2024 5:59:57 PM	2	0.18580453	0.0158	235 SW	3	27
Nov 21 2024 5:59:58 PM	3	0.2787068	0.023699999	247 SW	10	28
Nov 21 2024 5:59:59 PM	3	0.2787068	0.023699999	237 SW	1	29
Nov 21 2024 6:00:00 PM	0	0	0	247 SW	5	30
Nov 21 2024 6:00:01 PM	1	0.092902265	0.0079	249 W	7	31
Nov 21 2024 6:00:02 PM	0	0	0	243 SW	1	32

South Gate
Arena Gate

ATTACHMENT G LIGHTING STUDIES

Nov 21 2024 6:00:03 PM	0	0	0 251 W	2	33
Nov 21 2024 6:00:04 PM	0	0	0 255 W	2	34
Nov 21 2024 6:00:05 PM	0	0	0 249 W	1	35
Nov 21 2024 6:00:06 PM	0	0	0 253 W	1	36
Nov 21 2024 6:00:07 PM	0	0	0 251 W	1	37
Nov 21 2024 6:00:08 PM	0	0	0 248 W	0	38
Nov 21 2024 6:00:09 PM	0	0	0 252 W	1	39
Nov 21 2024 6:00:10 PM	0	0	0 255 W	3	40
Nov 21 2024 6:00:11 PM	0	0	0 258 W	6	41
Nov 21 2024 6:00:12 PM	0	0	0 260 W	7	42
Nov 21 2024 6:00:13 PM	0	0	0 248 W	1	43
Nov 21 2024 6:00:14 PM	0	0	0 250 W	1	44
Nov 21 2024 6:00:15 PM	0	0	0 257 W	1	45
Nov 21 2024 6:00:16 PM	0	0	0 269 W	8	46
Nov 21 2024 6:00:17 PM	0	0	0 268 W	6	47
Nov 21 2024 6:00:18 PM	0	0	0 273 W	11	48
Nov 21 2024 6:00:19 PM	0	0	0 272 W	10	49
Nov 21 2024 6:00:20 PM	0	0	0 270 W	7	50
Nov 21 2024 6:00:21 PM	0	0	0 272 W	8	51
Nov 21 2024 6:00:22 PM	0	0	0 266 W	4	52
Nov 21 2024 6:00:23 PM	0	0	0 270 W	7	53
Nov 21 2024 6:00:24 PM	0	0	0 264 W	1	54
Nov 21 2024 6:00:25 PM	0	0	0 273 W	5	55
Nov 21 2024 6:00:26 PM	0	0	0 275 W	7	56
Nov 21 2024 6:00:27 PM	0	0	0 258 W	1	57
Nov 21 2024 6:00:28 PM	0	0	0 266 W	3	58
Nov 21 2024 6:00:29 PM	0	0	0 269 W	6	59
Nov 21 2024 6:00:30 PM	0	0	0 266 W	4	60
Nov 21 2024 6:00:31 PM	0	0	0 268 W	7	61
Nov 21 2024 6:00:32 PM	0	0	0 269 W	8	62
Nov 21 2024 6:00:33 PM	0	0	0 268 W	8	63
Nov 21 2024 6:00:34 PM	0	0	0 259 W	1	64
Nov 21 2024 6:00:35 PM	0	0	0 263 W	2	65
Nov 21 2024 6:00:36 PM	0	0	0 261 W	1	66

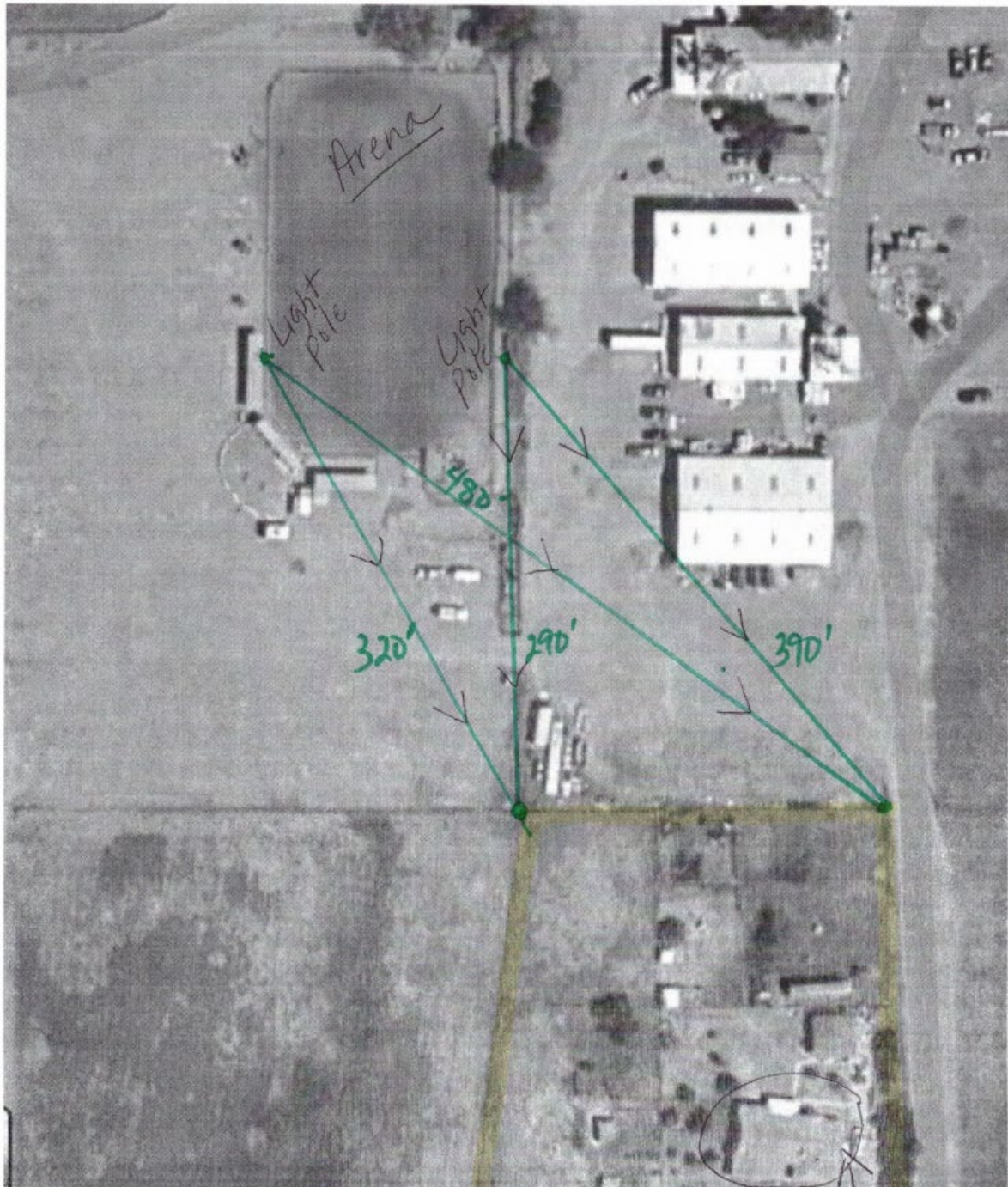
ATTACHMENT G LIGHTING STUDIES

Nov 21 2024 6:00:37 PM	0	0	0 263 W	2	67
Nov 21 2024 6:00:38 PM	0	0	0 261 W	1	68
Nov 21 2024 6:00:39 PM	0	0	0 262 W	1	69
Nov 21 2024 6:00:40 PM	0	0	0 265 W	3	70
Nov 21 2024 6:00:41 PM	0	0	0 260 W	1	71
Nov 21 2024 6:00:42 PM	0	0	0 264 W	0	72
Nov 21 2024 6:00:43 PM	0	0	0 262 W	3	73
Nov 21 2024 6:00:44 PM	0	0	0 263 W	2	74
Nov 21 2024 6:00:45 PM	0	0	0 267 W	1	75
Nov 21 2024 6:00:46 PM	0	0	0 265 W	2	76
Nov 21 2024 6:00:47 PM	0	0	0 264 W	1	77
Nov 21 2024 6:00:48 PM	0	0	0 269 W	5	78
Nov 21 2024 6:00:49 PM	0	0	0 264 W	3	79
Nov 21 2024 6:00:50 PM	0	0	0 264 W	3	80
Nov 21 2024 6:00:51 PM	0	0	0 263 W	2	81
Nov 21 2024 6:00:52 PM	0	0	0 264 W	2	82
Nov 21 2024 6:00:53 PM	0	0	0 259 W	3	83
Nov 21 2024 6:00:54 PM	0	0	0 263 W	0	84
Nov 21 2024 6:00:55 PM	0	0	0 274 W	9	85
Nov 21 2024 6:00:56 PM	0	0	0 270 W	4	86
Nov 21 2024 6:00:57 PM	0	0	0 260 W	3	87
Nov 21 2024 6:00:58 PM	0	0	0 249 W	11	88
Nov 21 2024 6:00:59 PM	0	0	0 252 W	8	89
Nov 21 2024 6:01:00 PM	0	0	0 272 W	6	90
Nov 21 2024 6:01:01 PM	0	0	0 266 W	3	91
Nov 21 2024 6:01:02 PM	0	0	0 270 W	5	92
Nov 21 2024 6:01:03 PM	0	0	0 258 W	1	93
Nov 21 2024 6:01:04 PM	0	0	0 249 W	1	94
Nov 21 2024 6:01:05 PM	0	0	0 240 SW	0	95
Nov 21 2024 6:01:06 PM	0	0	0 225 SW	0	96
Nov 21 2024 6:01:07 PM	0	0	0 199 S	2	97
Nov 21 2024 6:01:08 PM	0	0	0 185 S	2	98
Nov 21 2024 6:01:09 PM	0	0	0 177 S	1	99
Nov 21 2024 6:01:10 PM	0	0	0 168 S	1	100

ATTACHMENT G LIGHTING STUDIES

Nov 21 2024 6:01:11 PM	0	0	0 166 S	2	101
Nov 21 2024 6:01:12 PM	0	0	0 169 S	0	102
Nov 21 2024 6:01:13 PM	0	0	0 163 S	1	103
Nov 21 2024 6:01:14 PM	0	0	0 173 S	1	104
Nov 21 2024 6:01:15 PM	0	0	0 173 S	0	105
Nov 21 2024 6:01:16 PM	0	0	0 177 S	1	106
Nov 21 2024 6:01:17 PM	0	0	0 177 S	1	107
Nov 21 2024 6:01:18 PM	0	0	0 173 S	0	108
Nov 21 2024 6:01:19 PM	0	0	0 175 S	1	109
Nov 21 2024 6:01:20 PM	0	0	0 176 S	1	110
Nov 21 2024 6:01:21 PM	0	0	0 181 S	0	111
Nov 21 2024 6:01:22 PM	0	0	0 184 S	2	112
Nov 21 2024 6:01:23 PM	0	0	0 185 S	4	113
Nov 21 2024 6:01:24 PM	0	0	0 186 S	4	114
Nov 21 2024 6:01:25 PM	0	0	0 168 S	9	115
Nov 21 2024 6:01:26 PM	0	0	0 171 S	1	116
Nov 21 2024 6:01:27 PM	0	0	0 184 S	1	117
Nov 21 2024 6:01:28 PM	0	0	0 197 S	2	118
Nov 21 2024 6:01:29 PM	0	0	0 210 SW	1	119

ATTACHMENT G
LIGHTING STUDIES

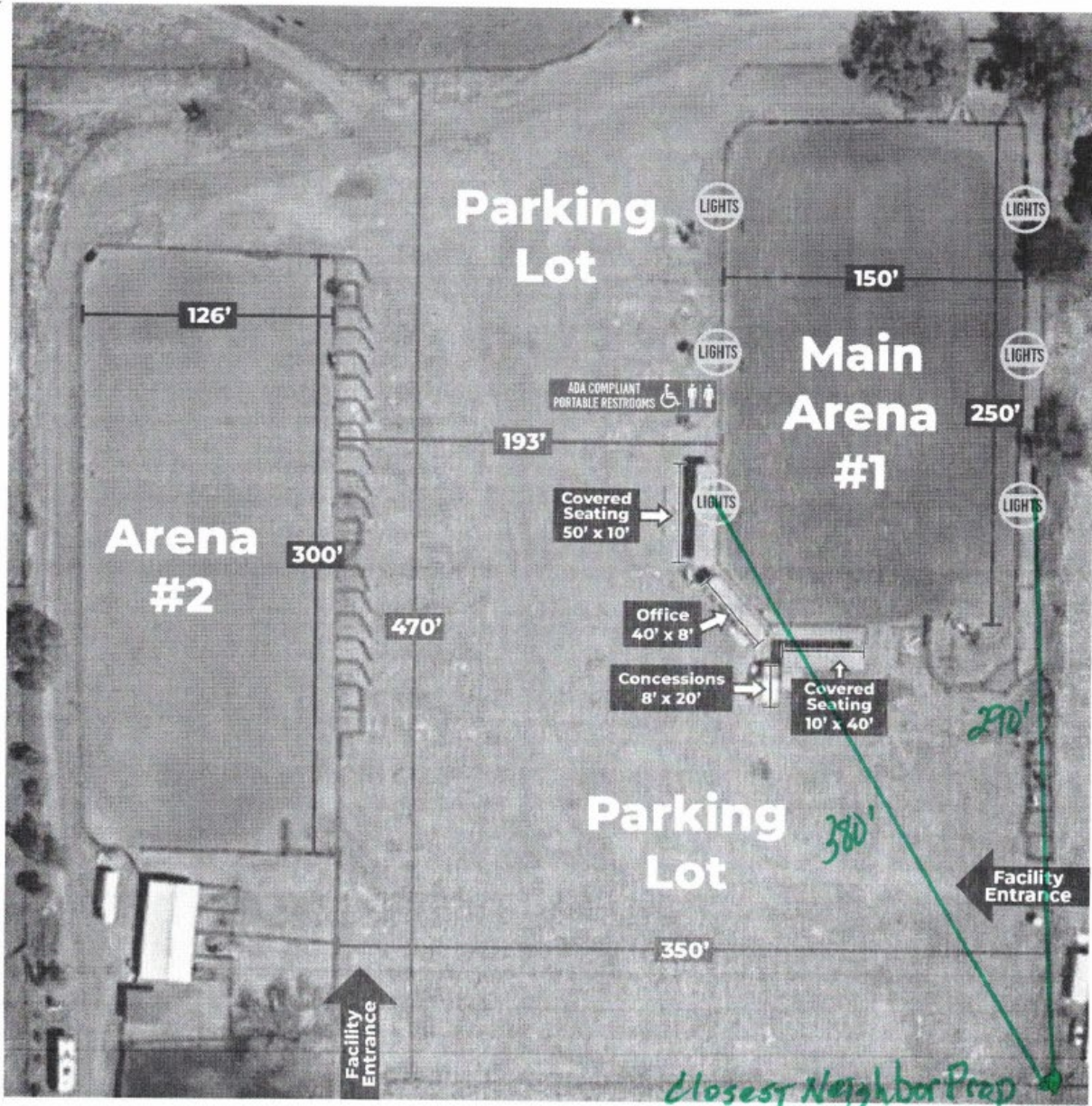


House of
neighbor w/
complaint

ATTACHMENT G
LIGHTING STUDIES



1.98 + 3.70 = 5.68



ATTACHMENT G
LIGHTING STUDIES

OW.

TABLE 4.24A LAMP SOURCE AND SHIELDING STANDARDS		
Fixture/Lamp Type	Shielded	Filtered
Low Pressure Sodium	Partially	None
High Pressure Sodium	Fully	None
Metal Halide	Fully	Yes
Fluorescent	Fully	Yes
Quartz	Fully	None
Incandescent 100W or greater per fixture	Fully	None
Incandescent less than 100W	None	None
Mercury Vapor	Fully	Yes
Fossil Fuel	None	None
Glass Tubes filled with Neon, Argon or Krypton	None	None
Other Sources	As approved by the Zoning Administrator	

LED - Approved during permit process for Olsen's Events

N. Total outdoor light output (excluding **street** lights used for illumination of **public** rights-of-way) of any development project shall not exceed 100,000 lumens per net **acre**, averaged over the entire project. Furthermore, no more than 5,500 lumens per net **acre** may be accounted for by lamps in unshielded or partially-shielded fixtures permitted in Table 4.24A, except that lamp(s) emitting no more than 4,720 lumens per single-family dwelling unit or duplex dwelling unit for residential outdoor lighting purposes are exempt from the shielding requirements of Table 4.24A, though they must conform to all other applicable restrictions. Single-family attached units (e.g. Townhouses), and multiple-family residential units are limited to 2360 lumens of unshielded lights per unit.

O. Outdoor **recreational facilities** are not subject to the lumens per net **acre** limit set, however, no such facility shall be illuminated after 11:00 p.m. except to conclude a scheduled recreational or sporting event in progress prior to 11:00 p.m.

ATTACHMENT G LIGHTING STUDIES



Town of Chino Valley
Commercial Building Permit

Permit #: **CB23-000005**
Issue Date: **February 8, 2023**

Electrical Only

Site Address: **344 S State Route 89**

APN# **306-29-029C**

PROJECT DESCRIPTION: Trench place conduit, Place Poles & Lights for Olsens Arena

Job Valuation: 40,000

Square Feet: 18.00

Permit Total Paid: 160.00

Owner Information: OLSEN/SISCHKA INV CHINO VALLEY LLC

Applicant Information: Julie
Rainwater

Email:
arizonalineworkers@yahoo.com

Phone: (928) 925-9133

Plans Approved By: Dan Trout

Permit Approved By: Dan Trout

The Town of Chino Valley does NOT regulate deed restrictions. It is recommended that all applicants check to verify that CC&R's will not be violated by the applicant if this permit is issued. The permit becomes invalid if work or construction authorized is not commenced within 180 days or if construction or work is suspended or abandoned for a period of 180 days at any time after work is commenced. I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating construction or performance of construction. I acknowledge that I make this statement under penalty of perjury.

This permit becomes invalid if work or construction authorized is not commenced or abandoned within 180 days.

Signature:

Print Name: Julie Rainwater

IVR Inspection Codes

Building

001 - Residential Demo
002-Commercial Demo
099-Courtesy Inspection
100-Progress Inspection
101-Building Setbacks
102-Footings & Steel
103-Interior Footings
104-Slab Insulation
105-Bond Beam/Stem Wall
106-Grout Lift/Stem Wall

107-Slab on Grade
108-Exterior Piers/Footings
109-Block/Strap M.H. Only
110-Pre-Slurry
111-Under Floor Framing
112-Frame
113-Int/Ext BWP/Hold downs
114-Roof Sheathing
115-Exterior Building Wrap
116-Rough Combination

117-Insulation
118-Exterior Lath
119-Drywall Nail
120-T-Bar Ceiling
121-M/F Home Setup
122-ADA rough
123-Water Proofing Retaining Wall
127-Driveway Pre-Inspection
128-Right-of-Way Pre-Inspection
129-Grading Inspection

Mechanical

230-In-Floor Heating

231-Inst of Mechanical Equip

Pool

160-Pool Pre-Gunite

Plumbing

340-Underlab Plumbing/DWV
341-Water Meter Release
342-Building Gas Test

343-Water Yard Line
344-Gas Yard Line/Test
345-Sewer Yard Line

346-Water Heater Replacement
347-Gas Meter Release
348-Underground Propane Tank

Electrical

450-Grounding Electrode
451-Under Slab Conduit

452-Temporary Electric Release
453-Under Ground Conduit

454-Upgrade Electric Service
455-Electrical Wiring

Finals

500-Building Final
502-Mechanical
503-Plumbing Final
504-Electrical Final

505-Solar Final
506-ADA final
507-Grading Final
508-Sign Final

509-Woodstove/Fireplace Final
510-Pool/Barrier Final
511-Driveway Final
512-Commercial Grading Final
513-Right-of-Way Final

Case # CUP-2024-05

Date 03-04-2025

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ATTACHMENT G LIGHTING STUDIES

PERMIT PROJECT

FILE #: 23-000142

344 S STATE ROUTE 89 CHINO VALLEY AZ 86323

TRENCH PLACE CONDUIT, PLACE POLES & LIGHTS FOR OLSENS ARENA

🏠
☰
📅
📁
👤
☰
🖨️
🗂️

INSPECTION TYPE	ASSIGNED TO	PERMITS	DUE	COMPLETED	STATUS	
504 - Electrical Final	Dan Trout	CB23-000005	03/15/2023	03/15/2023	Passed	
102 - Footings and Steel	Mike Loiselle	CB23-000005	02/28/2023	02/28/2023	Passed	

ATTACHMENT G

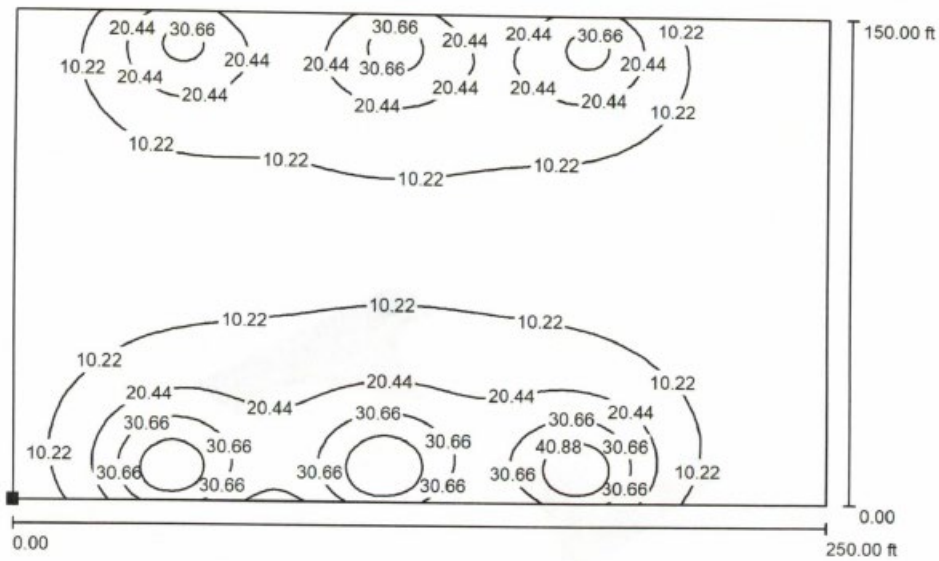
LIGHTING STUDIES

Project 1

Operator
Telephone
Fax
e-Mail

DIALux
07 / 22 / 2022

Exterior Scene 1 / Ground Element 1 / Surface 1 / Isolines (E)



Values in Footcandles, Scale 1 : 545

Position of surface in external scene:
Marked point:
(0.000 ft, 0.000 ft, 0.000 ft)



Grid: 128 x 128 Points

E_{av} [fc]	E_{min} [fc]	E_{max} [fc]	$u0$	E_{min} / E_{max}
14	1.46	51	0.107	0.029

ATTACHMENT G

LIGHTING STUDIES



ATTACHMENT H
PUBLIC COMMENTS & PETITIONS

SEE ATTACHMENTS HEREIN WITH:

- WRITTEN COMMENTS
- PETITION OF SUPPORT

FROM: Kim Hennessey
TO: The Town of Chino Valley, Arizona
DATE: February 4, 2025
SUBJ: **Mike Olsen's CUP-2024-05 Request**

I am disappointed that Mr. Olsen has not brought forth concessions to date (that I am aware of) but not surprised. As such, I am completely opposed to the approval of Olsen's Conditional Use Permit (CUP 2024-05) on the grounds that it violates town ordinance 131.01, there is light emission trespass, my home value, standard of living, and welfare are directly negatively impacted. Under no circumstances should the Town of Chino Valley permit any motor sports near residential homes be it 1 or 100.

For two years, despite my plea to Mr. Olsen, and my complaints to the town, Mr. Olsen has been allowed to violate town ordinance 131.01. The noise coming from this event arena is no small thing when one lives as close as I do. This has not only negatively impacted my quality of life, but it also threatens to impact the value of my home and property.

If this was going in and abutted up to a housing development, there would be an entire neighborhood at the town's doorstep complaining. Unfortunately, our parcels are on the larger side, and it appears that I am the only dissenter.

My residence is a family home. Our home was built in 1953 and has never been sold. My husband's family sold the feed store to the Mr. Olsen in the late 70s. Interestingly, the town's origins began in the feed store. That is where they used to hold town meetings and decisions were made, including the decision to incorporate. My late mother-in-law was the first town clerk. The feed store was built in the 40s by my husband's grandfather. The Butler building as it was called then, was added in the 50's as the main building. I was very close to my mother-in-law, and she used to tell me many stories about various doings of the town and subsequent impacts their decisions had on the community. She would have been furious at this current situation and while this history won't be relevant to most, I have to wonder if Mr. Olsen would have done this if she were still alive.

What has occurred is completely disrespectful to me and my family, using the community and community events as a shield at my expense. I've never had issues with roping/horse/pet events, but Mr. Olsen has taken this to a completely insufferable level. I am part of the community, I am the most impacted neighbor, and this Arena as it has been functioning since 2023 is not neighborly. **Mr. Olsen has unapologetically, callously, and absolutely taken away quiet use and enjoyment of my home.**

I submit the following items and points.

1. The residents who were at the 'Neighborhood Meeting' are unaffected because none of them live as close as I do. Mine is the only residential property that abuts this event arena. A few of the comments were disingenuous. For example:
 - a. Matthew and Lacey Fish who own 579 W Road 1, haven't lived at that property for several years. In fact, I believe they were moved out by the time this Arena went into play. They had been leasing it out and now it appears vacant until they sell it. I've been informed they live at 1114 S Yellow Brick Road. I recognize their ownership of 579 W Road 1 afforded them the opportunity to be at the meeting but when Ms. Fish said police activity on our road is more disturbing than the noise from the Arena, I had no idea what she was referring to. That was not an apple-to-apple comparison. First

responders are not in the same category and there isn't and never has been a lot of police activity on our road. For argument's sake, even if they did live there, that residence is set so far back that the noise and lights might be less of an impact.

- b. A gentleman who introduced himself as sponsor, competitor, and longtime friend of Mr. Olsen. I'm not clear on why the town permitted him to speak as I don't believe he is a neighbor. Nevertheless, his attempt in support, to say that these events have been happening for the past 10-15 years was also disingenuous. I'm sure they have been roping together for many years, even on that property, as a hobby, for friendly competitions, or infrequent events. But to infer that the property has been used in this current manner for all those years is untrue. **Prior to 2023, there were no lights, very little noise, no sound amplification equipment, no music, no dirt bikes, they were finished by dark if not sooner, and it was occasional. There was no impact to my home, my property, and my family. In 2023 that all changed with the installation of industrial strength lighting, a sound amplification system, nighttime activities, dirt bikes, a very large increase in events and traffic.**

The AZ Line workers broke ground on Feb 20, 2023 (this information is on Olsen's website). I was busy working and had no idea what they were doing or planning until it was already in play. My first complaints were submitted to the town in June 2023.

2. During the Neighborhood Meeting, Mr. Olsen used language that is not definitive in terms of their days/hours of operations. Language such as "we plan to", "we foresee", "we intend to" are open-ended descriptors, leaving days/hours of operation completely open for them to hold any event they want, any day of the week, up to 11pm or mid-night. As I've witnessed over the past two years, they absolutely will hold an event anytime they have enough interest with complete disregard to how it impacts neighbors. My home is my sanctuary, and I would appreciate the return of my right to enjoy my home without being forced to listen to the noise from this event arena.
3. **There is clear language in town ordinance 131.01 that sound amplification systems are not be heard from a distance of 50 feet or more away.** The problem is I hear every word, loud and clear. During the meeting, Mr. Olsen proudly stated that he had studies done. I was unable to obtain copies prior to writing this but I was afforded an opportunity to look at them on 2/3/25. **Simply – Mike Olsen has submitted sound and lighting studies that he created himself! That is an incredible conflict of interest and does not stand up to the level of scrutiny the town should require when the very existence of an event arena so close to my house threatens to degrade its value and certainly degrades my standard of living.** The only acceptable sound and lighting studies should have been done by a sound & lighting engineering firm that is licensed and answerable by law for their license, omissions, and errors. That would be the professional standard. I was shocked that Mr. Dingee finds this incredible impropriety acceptable. Mr. Dingee said, "They followed standards laid out and professional preferences of the town." What? What standards would those be? Google standards? I left the town office questioning its impartiality and those of its employees.

I pointed out a few errors. Mr. Dingee directed his assistant, Ms Barragan, to have Mr. Olsen fix them. Had I known Mr. Dingee was helping Mr. Olsen to perfect his self-written, self-serving studies (another conflict), I would not have pointed the errors out. The sound study was done on 11/19/24 when there was no event. How was this conducted without sound? **Exhibit A.**

Mr. Olsen's light study photos were done on 11/21/24 from 5:59pm-6:01pm. It's not completely dark until about 6:30/6:45pm during that time of year. Olsen's conclusion is that their lights are dark sky compliant and there is no light trespass, therefore there is no need for further modifications or shielding.

Not only are these studies completely unprofessional, but they are also misrepresentations and incomplete. **Exhibit B.**

Additionally, there is disparity from the communication I've received from the town and from what I saw in these studies. The town has told me Mr. Olsen needs to fix his lights, so they are coned and downward facing. Mr. Olsen contends in his study that his lights are perfectly acceptable.

4. Mr. Olsen is unable to control the people who attend his Arena events. People have free will and Mr. Olsen does not have people or infrastructure in place to manage it. He tried to get participants to use the road by his house for entry/exit on 2/2/25 but someone unlocked the gate by my house anyway. I've also seen increased garbage alongside Road 1 S when I go walking.
5. I would like the opportunity to address any future meetings there will be on this permit request.
6. It has come to my attention that Ms. Ingrao, to garner even more support, is threatening pet adoptions on a local FB site, as one of the points of interest for this CUP request. I don't believe this is the case, as I do not view pet adoptions as rodeo or recreational (I could be wrong). I don't read the code as preventing them this type of function. It's a sad tactic provided that Mr. Olsen could host pet adoptions at any of his store locations, as Petco does. However, if Mr. Olsen and Ms. Ingrao wish to threaten innocent pet adoptions based on the success or failure of Mr. Olsen's Conditional Use Permit, that is on their conscious.

The only reason I decided to include this information in my statement is because she claimed there has been sound amplification going back at least 10 years. I know this to be untrue because if there had been, we'd have been here a long time ago. For good measure I've attached a picture of GIS Mapping from 2015-2017 which clearly supports my statement. There are no buildings, no sound amplification system, no lights in the area that they are using today as their Event Arena. **Exhibit C & D.**

7. Mr. Dingee suggested I offer ideas and suggestions on what I'd like to see. My home has been here and in the family for 72 years in relative peace and quiet – until 2023. I'd like my peace and quiet back and I'd like my home value not to be impacted.

The town erred when it allowed the installation of lights and a backdoor agreement without requiring a written plan, objective professional studies, an impact statement, neighborhood input, and an actual permit. Mr. Olsen knew what he was doing. Get in, get it going, and then seek forgiveness later if anyone complains. The town was duped. Regardless, from the FOIA I pulled on Mr. Olsen's permit for the lights and the emails I've received; it appears there was fiduciary negligence by the town in 2023 when it did not properly evaluate the full implications to any neighboring properties. And in 2023, when receiving my first complaints, the town certainly had an opportunity to rethink what was happening and further investigate. But it did not.

I am respectfully requesting the town deny Mr. Olsen's permit request, uphold its fiduciary responsibilities, and figure out a way to enforce town ordinance 131.01, dark sky rules, and light trespass onto my property. I am hopeful the town will be able to see the reasonableness of my request, provided it has afforded Mr. Olsen every opportunity to exercise other ordinances to their fullest extent. Until the town can tell me what it is going to do to either fix or significantly reduce the impact of its errors with respect to the noise and lighting, I am also requesting a moratorium on this process. I am willing to sit down for further conversations.

In closing, Mr. Olsen can have 1000 supporters for an Event center but in truth, maybe only .0001% of them would willingly agree to having an Arena operating in this current manner abutting up to their properties. I am not in that .0001%. I support community events, just not at my expense.

Thank you,

Kim Hennessey

Exhibit A: Olsen's sound study done with no sound.

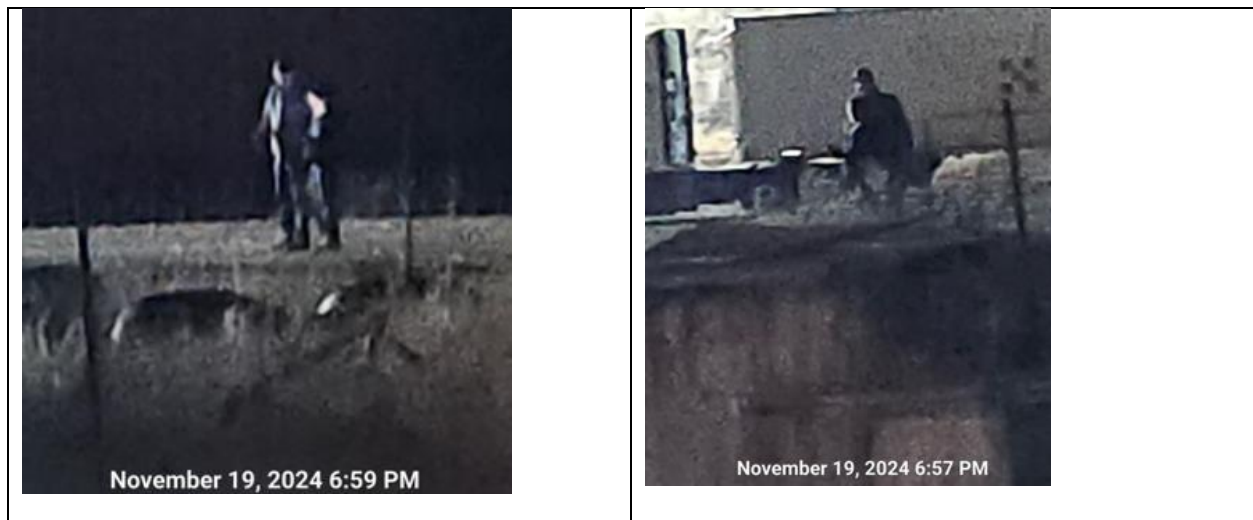


Exhibit B: Olsen's Arena Lighting Trespass

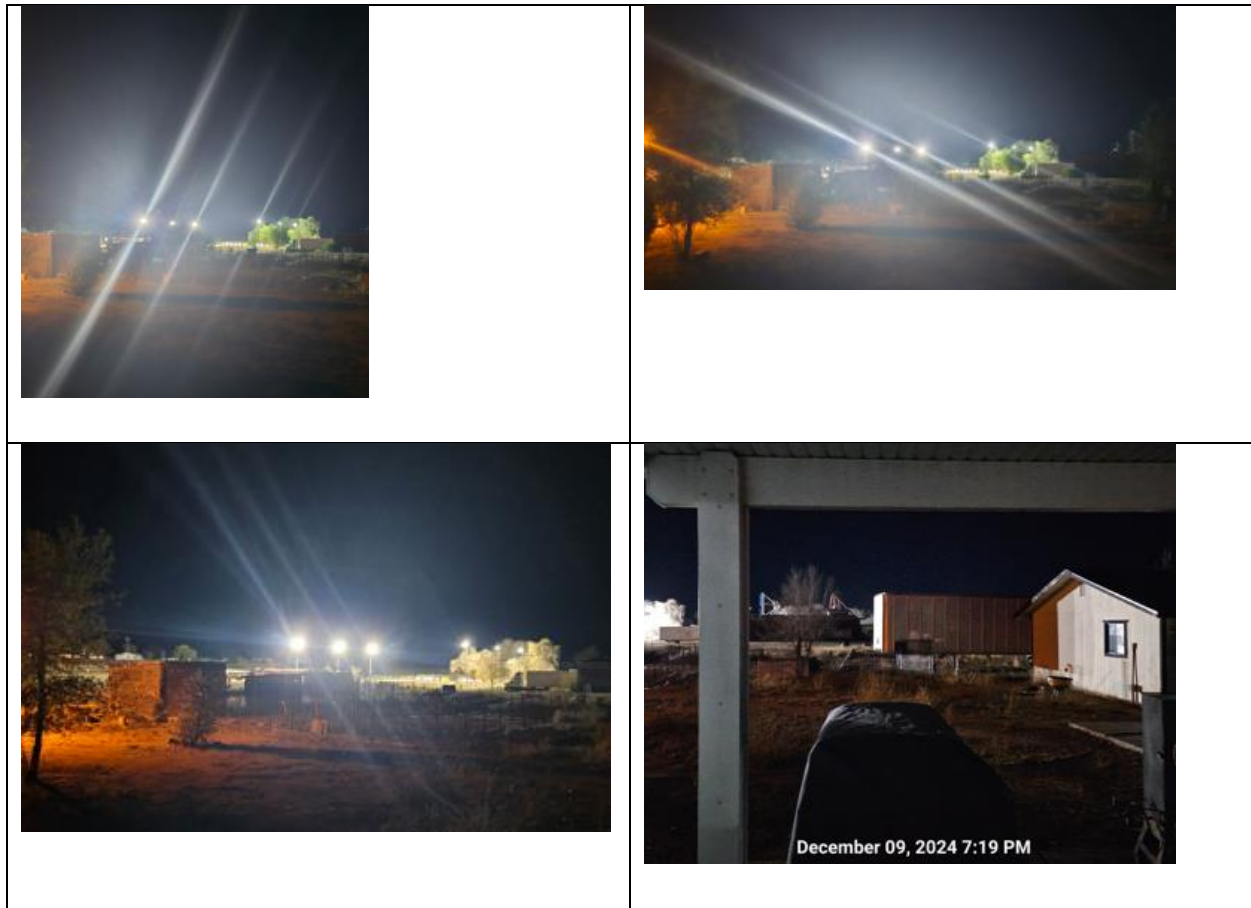


Exhibit C: GIS Mapping Imagery 2015 – 2017

No buildings, no lights, no sound amplification system where this Event Arena is located.

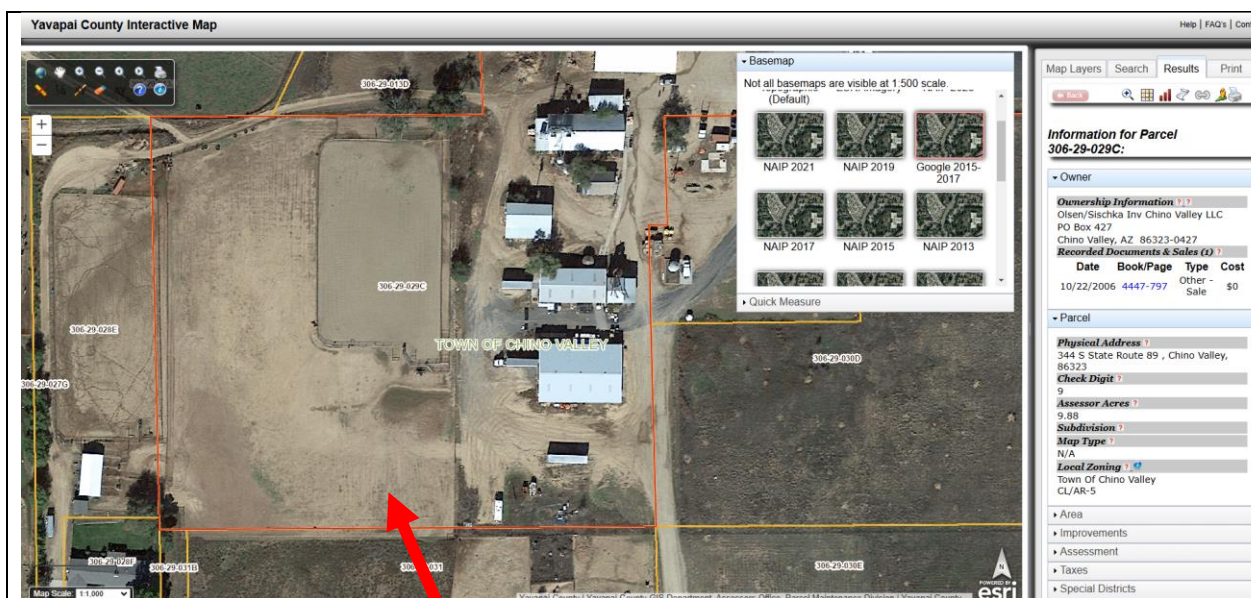


Exhibit D: GIS Mapping Imagery 2015 – 2017

My property in proximity of Mr. Olsen's parcel.



From: [Jennifer Mock](#)
To: [Jessica Barragan](#)
Subject: Case #cup-2004-05
Date: Monday, January 27, 2025 1:37:44 PM
Attachments: [IMG_5806.heic](#)

A neighbor recently made me aware of this notice which we never received. My address is 205 Heidi Lane, Chino Valley and according to this map I am well within the red marked area.

Unfortunately, I am unable to attend this meeting due to the most inconvenient time of 2:00pm. So I am writing this email to voice my concerns about Olsen's events. I have already submitted a complaint about the mounted shooting events but I am unsure if they have been considered or noted. I have reached out to Olsen's several times to try and find a consistent schedule and the only real times I have been able to get out of them is as follows

"Usually Monday, Thursday, Friday, sometimes Wednesday instead of Friday"

I have several issues with this lack of a real schedule and basically have to be prepared to listen to gun shots almost every weekday for several hours a day.

The first issue I have is my husband's PTSD from his service in the Middle East he is off from work on Fridays and it affects the times of when he can go outside. When there is not a constant schedule it's hard to predict when or if they are happening.

The second issue I have is I have horses and I am off work at 3 so I have to schedule my rides, vet and farrier work after work. It's very difficult to have to work around their schedule to make it safe for myself, vet and farrier to be safe while working on my horses. I understand that horses can get used to the sounds but I have one that absolutely panics every time. So 3-4 days a week I watch him run the fence line in fear until they are done. That in itself is dangerous for him because he could injure himself but if my vet or farrier should be working on him and it starts it could get someone seriously injured. There have been several times he has spooked while I have been riding.

I have no issues with any of the other events that are carried on there. The motorcycle race they had there wasn't terrible but I could foresee it becoming an issue when it's dry and the dust blows. I do find it odd that they leave the lights on well after the events and that maybe it could be an issue to neighbors closer. My barn blocks most the light from getting to my house but I can almost see without a flashlight when I go to the barn and they are on.

I feel we should be able to enjoy our home here without having to check their schedule almost every day of the week.

I appreciate your time. Feel free to call if you have any questions.

Jennifer Mock
360-731-5480

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!

Sent from my iPhone

From: [Yahoo](#)
To: [Jessica Barragan](#)
Subject: Mike Olsen conditional use permit
Date: Wednesday, January 22, 2025 11:05:55 AM

From: Greg and Linda Patterson
725 W RD 1 S
Chino Valley, AZ 86323

To: Jessica Barragan
Senior Planner
Chino Valley, AZ

Please note that Greg and Linda Patterson approve of the conditional use permit requested by Mike Olsen to use his property and arena for rodeo events and additional outdoor recreational use. This arena provides those of us who enjoy horse activities as well as other outdoor events that Mike Olsen has put on in the past somewhere to go without traveling out of town. Please let him and his employees continue to operate their arena without interference from those who want to stop him. He has put so much time and money into improving his facilities, it would be sad to see a few complainers ruin this for everyone who enjoys the events he puts on.

PLEASE BE AWARE THIS MESSAGE CAME FROM A SENDER OUTSIDE THE TOWN!

October 7, 2024

To whom it may concern:

Our family moved to this area in the spring of 2023. My husband and I are retired Marines, and we chose this area for two main reasons- it is veteran-friendly and has many amenities for equestrians. I rode horses throughout my childhood, and I feel extremely fortunate to be able to have them on my own property with so many places nearby to ride.

One of these places is the Olsen's Grain feed store in Chino Valley. Initially, we visited the store to buy panels and other supplies so we could build a pen for the horses. Shortly after moving here, we purchased a third horse for trail riding, and he just happened to be trained in barrel racing as well. Several local riders encouraged me to bring him to Olsen's and give it a try. I had never raced before, but one of my friends talked me into bringing him to an Olsen's "play day" to start out. I did so, and I was immediately hooked. I was so excited to live close enough to an establishment that offered events like that, and I wanted to do more.

Eventually I decided to give barrel racing a try, and joined a local group known as the Tri City Speedsters, a local gymkhana group that frequently runs horse shows at the Olsen's arena. I fell in love with the sport immediately, and the environment was friendly and welcoming, even to a newcomer like me who didn't know many people at the time. As I started to gain confidence, I entered some of the races that Olsen's holds regularly as well.

If you have never been to an event at the Olsen's arena, it is quite a treat. A concession stand sells burgers, hot dogs and drinks for all to enjoy. There are shaded stands for spectators, and lights so events can be held in the evenings during the summer months. Kids play on the playground behind the stands, many in riding clothes because they are also running barrels! It's a gathering place for families, and I feel that it is one of the main places in Chino Valley for members of the local community to get together, socialize, and cheer on their friends. Non-riders are welcome, events are free for spectators, and it is an enjoyable place to visit- I like to go watch the events when I am not participating.

We moved here not knowing anyone in the local equestrian community, but I have met a wonderful group of like-minded people who have been incredibly helpful with introducing me to the fundamentals of barrel racing and teaching me to improve my skills as my confidence grows. It would not have been possible without the events that Olsen's holds. Almost all of my local friends are people I've met at an Olsen's event, and they treat each other like family- it's common to take turns watching each other's children so that everyone can concentrate on their race. After so many frequent moves throughout our career, I am thankful beyond words to have a place to gather with my friends, enjoy friendly competition, and feel supported and welcomed.

Should Olsen's be granted a conditional use permit, it would be extremely beneficial to Chino Valley residents as well as the surrounding communities. The events held there provide a wholesome, family-friendly experience that is rarely found in other towns, and the opportunity to expand those events will pay significant dividends to the well-being of the local residents and enhance the appeal of the town. I look forward to seeing what events will be held in the future.

I may be reached at (910) 750-2399 or at jlewis@mc@gmail.com with any questions.

Respectfully,
Jennifer Lewis

To Whom it May Concern,

I moved back to Chino Valley in 2019 after moving away from the area in 2007. My biggest concern with moving back to the area was the lack of local places to host events, equine and other. That's when I learned that Olsen's built an arena behind the feed store. I was so excited to hear the news. The fact that a local business was trying to give locals a great place to ride their horses, as well as host other public events, made me want to stay in this area.

I have friends from all over Arizona who travel to Chino Valley to attend events at the Olsen's Events Center. They bring their families, stay at the hotels, and eat at our restaurants. They are boosting the local economy by holding events in our town. And now that they are trying to grow and expand beyond horse events, is even more important to have them in our community. They are giving kids and their families things to do, without traveling outside of the area. They are helping money stay in our community. The Olsen's Events crew does a fantastic job putting on events. They are kind, professional, and conscientious of the community's concerns. They always allow the community to voice their concerns and offer feedback. They have improved their facility by adding lights because, as we all know, Arizona can be hot. Those lights allow us to have events in the evening, which is safer, cooler, and when working folks are off for the day, and kids are out of school. They also installed a wonderful play area for kids. Parents can be at ease knowing their children are safe and enjoying themselves.

We participate in several fundraisers throughout the year. We know firsthand that Olsen's Events has a huge heart for helping non-profits in the area. The Horses with Heart Fundraiser is an annual event, and they are able to raise more money because Olsen's Events donates the arena. They also have FFA (Future Farmers of America) events and several others. Not many large arenas would do that for their community.

We are raising the future generation, during a time when technology and screen time are growing in popularity. Olsen's Events keep children and their families outside and active. Who wouldn't want that? Our family is so grateful that we have Olsen's Events here in our backyard. We are grateful for what they have done so far, and look forward to their future events. We encourage you to vote in favor of them continuing to hold events, equestrian and other. This community NEEDS them!

Thank you for your time,

David and Ashley Hall

Dear City Council Members,

I am writing to advocate for the expansion of motorbike events at Olsen's Arena, alongside the wonderful equestrian events that my daughter participates in. As a family-oriented community member, I believe that increasing the variety of activities at our arena will greatly benefit our town.

My daughter has thoroughly enjoyed her time riding in equestrian events, which not only promote her passion but also create opportunities for us to bond as a family. By introducing more motorbike events, we were able to have our son join the fun too, and attracted even more families, allowing them to share in the excitement and joy of outdoor activities together.

These events foster a sense of community, bringing residents together in a fun, family-friendly environment. They also enhance our town's character, celebrating small-town living and providing activities that our children can enjoy and be proud of.

I urge the council to consider this proposal to host more motorbike events at Olsen's Arena. Together, we can enrich our community and create lasting memories for families.

Thank you for your attention to this matter!

Nick and Kim Plancich

1755 Bradshaw Ave

Chino Valley AZ 86323

3109442505

alan mahoney<alanmahoney@icloud.com>

To: - Events

Fri 10/4/2024 7:49 PM

└─ You replied on Fri 10/4/2024 10:01 PM

I would love to be able to take my dirt bikes and family to race in the Olsen's area's family events they are offering to the public. There are no other family events within 100 mile for my family to go spend time together ...

My name is Richard Taylor. I have been a resident of Chino Valley since 2015. I support Olson's Grain for their efforts to bring events and entertainment to my community. The events they bring are what makes Chino Valley a great place to live. Rodeo and Farmers market is a perfect fit for a country town. The addition of motorized vehicles was an added flare. Town council please don't be a prude. Let Olsen's continue to provide family entertainment. Richard Taylor

To the City Council,

I would like to write a letter in support of Olson's events. I believe it would be a fantastic venue to host multiple dog events. Varying from dog adoption events to varying dog sports like dog agility, frisbee, flyball and the like. But besides being a fantastic venue to host such events, I believe they'd make a great venue to host poultry and livestock shows as well. Beyond just county fairs and the like, I would love to see the venue used to host APA/ABA sanctioned poultry shows as well. As these shows are something that we are seriously lacking in, in our surrounding communities.

Thank you all for your consideration,

Amanda

I am writing this letter to show support of the olsens grain events. They are doing an amazing job at not only getting the horse community together but also brining the horse and dirt bike community together. They hosted a dirt bike barrel race and so many family's showed up and it was a great family event. Olsens ran this even very professionally and made sure everyone was safe and followed the rules that had been made and told to everyone multiple tines before the event and it ran so smoothly. The dirt bike community doesn't have any events that happen local so we would love to see more events like these. It is nice to see family's get together and have a great time together. That being said I am writing in support of olsens grain having more dirt bike events for the kids and family's to have fun and not have to drive far to do dirt bike events with the family.

Sincerely,
the Gunn family

To whom it may concern,

All of us who are involved at Bethany's Gait strongly support the community events at Olsen's Arena.

This venue is extremely important to foster a thriving community where we can all gather, enjoy outdoor sports, and cheer one another on.

To lose this important venue would be a huge loss to Chino Valley.

Please keep us in the loop as to how we can help keep this much-needed asset open.

Cheryl Erpelding

Horsemanship & Development Director

Bethany's Gait Ranch & Lissa's Legacy

Rescuing Horses, Restoring Lives

www.bethanysgait.org

cheryl@bethanysgait.org

858-967-5765

Dear Town of Chino Valley,

This letter is in hopes that you will consider the positive impact that Olsens Grain Events have in our community. There is nothing better to attend or just oversee and hear the excitement going on. Please take heart what our town business do for all of us. Events like this keeps our youth interacting and families a place to spend time together.

By His Grace Alone,
Roberta Ryniewicz
189 South State Route 89
Chino Valley, AZ 86323

To whom it may concern in the town of Chino Valley,

Olsens is an iconic part of Northern Arizona. They are much more than a place to grab feed. It is a part of the community and have done so much for everyone that lives here. Olsens events are a wonderful thing for our community. They are family friendly and a wonderful way for the community to come together. We need more of this for our wonderful town. Our families need these events. Olsens events embody everything that is great about our town! Thank you for looking out for us and keeping Chino Valley great!

Amy Hammond

Am sending my support for Olsen's Grain in Chino Valley to open events in the greater Chino Valley, Paulden, and beyond areas. The communities close by will welcome centralized location for fundraisers, equine, farmers markets, artisan/crafters/home steader farms and more. I live in Paulden and would appreciate a venue open all year round for my community as we currently have only one venue, the Paulden Community Center available for events which charges a fee plus insurance for events. The majority of events take up Saturdays which are the choice days for events. Very seldom are days available where families can attend events. Our community has grown exceptionally in the past year along with the need for event space all year round. Families with children are moving into Paulden at a healthy rate. The public library offers only so much space for events which is welcome however more space is needed yearly for various events. Please add my name to the list supporting Olsen's as a town venue for events in the local areas of Chino Valley and Paulden. Thank you! Sue Clabby

Hello, I am a resident of Paulden. I attend many events at ohlsens arena with my adult disabled son. He is in a wheelchair and I am able to park my vehicle so he can see events and or put him in the shade to watch. We enjoy the variety of events and support seeing all kinds of activities at that arena. It is a huge asset to this area . Every activity is well thought out for everyone's safety and enjoyment. Please allow more functions . Annette preece, Andrew Preece , Colin Preece

Karen J Bailey
Paulden AZ
nwwhitehummingbird@gmail.com

9.25.24

Dear Chino Valley City Council,

This letter is regarding a conditional use permit Olsens Grain has applied for at their Chino Valley location.

I honestly do not know what I would be doing in town if it wasn't for all the wonderful events Olsens Grain offers this community. I attend as many as I can. I have met new friends and so many kind and friendly people within our community at these events. Olsens events are organized and professional. If the conditional use of permit is granted it would only add value for more fun family events to our community. I have no doubt any additional events offered by Olsens Grain will be a great asset to our community. I hope the Chino Valley City Council strongly considers granting the conditional use permit to Olsens Grain.

Sincerely,

Karen J "Bailey"

September 23, 2024

Town of Chino Valley,
c/o events@olsensgrain.com

Chino Valley Town Council,

I would like to share my support for Olsen's Events Arena to expand the use of their facility to host events other than just Equine events.

Olsen's Events Arena has been a personal favorite to me, as I've been able to watch my granddaughter grow up barrel racing at Olsen's; a place where families come together, memories and friendships are made locally! Also, building relationships and meeting people in our community that own their own business, we can now also support.

Expanding the events Olsen's hosts will benefit the whole Town of Chino, affording the community a place to come together, share life experiences and meet neighbors.

Thank you,

Cathy Dean
cathydeanaz@gmail.com

I love going to olsens area and watch events and eat there. It's a great fun free event center to get out and watch fun events and talk to people as we are fairly new to chino valley and I love the vibe you get from the community and how people will freely talk to you at said events. It would be great to add more family fun events there..

Thank you
Renee Dvojack

Chino Valley Town Council,

I have attended Olsen's Events since they started in 2014. My kids have grown up participating in the events at Olsen's Arena. We have personally benefited in several way from the events there.

We would like to see more than just equestrian events. We love the camaraderie and well thought out events that are wholesome for families to attend. It's an environment that feels safe and everyone has fun.

We recently attended the dirtbike barrel race which we loved because my kids are into both sports. It was an amazing turnout. I have lived in Chino Valley my entire life, 39 years, and this reminded me of how Chino was when I was a kid. As a mom of 3 kids, I want to see more variety for the kids activities in this town. Olsen's Events is willing to offer just the place for those activities.

I sincerely hope you will consider allowing Olsen's Events to put on a variety of different kinds of events. Please grant them the Conditional use permit they are requesting as it will benefit the entire community.

Respectfully,


Fallon Ducote

Hi there, I'm writing this to support Olsens events. I have been following them for a few months. Planning on going to a lot of the events I've seen posted, especially when it cools down. I hope this helps Olsens continue on! Thanks, Nancy

Att: Chino Valley Town Council,

My name is Erin Wurm and I am writing this letter in support of the Olsen's event conditional use permit request. This arena means a lot to my family personally as myself, my husband, and our two boys (ages 1 and 3) spend many weekends in this arena. We have watched Olsens grow their events over the past few years and bring more opportunities not only to the roping and barrel racing community but for the youth of our community. They have begun to offer an open arena to our youth who may not otherwise have the opportunity to continue within the sport of rodeo. This event center is more than deserving of the special use permit they are requesting. We hope to see this arena continue to offer events and be a safe place for the youth in our community to continue competing in the events Olsens offers.

Thank you Kindly,

Erin Wurm



In an effort to add more events to our facility, the Town of Chino Valley has asked us to apply for a Conditional Use Permit. This would allow us to not only have equestrian events, but events of all kinds to serve our community. Our goal is to use Olsen's Events Arena as a place for our community to come together in a wholesome, family atmosphere.

The Town of Chino Valley has asked us to gather letters and/or signatures from our supporters to show the desire and need to add such events. If you wish to write a letter, please address it to Chino Valley Town Council and email it to events@olsensgrain.com. Letters do not need to be lengthy, however, the more you write about how our facility has or will impact you personally, the more it will help show them how much this is needed in our community.

***Please note: you do NOT have to live in town limits to support us! We encourage people from surrounding areas to sign as well! If you come to Olsen's Events, we want your signature/letter!**

If you have any questions, please contact Shyan at 928-202-2003 or at the email above.

Thank you so much for your time!

Signature:

Am M. Spur
Phyllis Thompson
Aron Hougham
Lauri Budzinski
Kathleen Hines
K. To M. Hines
Muffy Komusky
Diane Judge
Diane Judge
Robert F. Schoon
Kurt von Rike
Matt Wilson
Faith Stepanoff
Robert Wilson
Ken James
Kathleen Corbett
Dawn Paris
Cassidy
Diana Timlick
Courtney Johnson
June Ferguson
Lee Southby
April Burklow
Scott Geddes
Tim Ruddock
Ross W. McClure
Laura Bishop
Richard T. Long
Mickey Kissell
Terry Reed
Joanne Johnson
Arcavan Ashkanian
Matthew Tapper
Victoria Tapper

Printed Name:

Aaron Howell
Phyllis Thompson
Aron Hougham
Lauri Budzinski
Kimber Wagner-Hines
Donald Hines
Muffy Komusky
Diane Judge
GARY JONES
Robert F. Schoon
KURT VON RIKE
MAT WILSON
Faith Stepanoff
Robert Wilson
Ken James
Kathleen Corbett
DAWN PARIS

Diana Timlick
Courtney Johnson
June Ferguson
LEE SOUTHEY
April Burklow
Scott Geddes
Tim Ruddock
Ross W. McClure
Laura Bishop
Richard T. Long
Mickey Kissell
Terry Reed
Joanne Johnson
Arcavan Ashkanian
Matthew Tapper
Victoria Tapper

Signature:

Printed Name:

Sandy Kramak
Jerry Reisdorph
Barney Morrison
Libby Smith
Garry Alford
Audrey Clausen
Linda Meier
McKenna Clausen
Kiana Clausen
Barry Clausen
Lynda S. Horn
Chris Johnson
Carol Taylor
DIANE GENTREY
DAVID GENTREY
Judith Ray
Raymundo Alvarez
DAK STRICK
Phil McCollum
SARAH MCCOLLUM
MARY HENRY
CESAR VILLALOBOS
MARTHA BUTTS
Heather MacFarlane
Sabrina Niebergall
Sierra Niebergall
M. Kimmel
TAMIS A. WITTEN
John McCafferty (Town Council)

Sandy Kramak
Jerry Reisdorph
Barney Morrison
Libby Smith
Garry Alford
Audrey Clausen
McKenna Clausen
Kiana Clausen
Barry Clausen
Lynda S. Horn
Chris Johnson
Carol Taylor
DIANE GENTREY
DAVID GENTREY
Judith Ray
Raymundo Alvarez
DAK STRICK
Phil McCollum
SARAH MCCOLLUM
MARY HENRY
CESAR VILLALOBOS
Heather MacFarlane
Sabrina Niebergall
Sierra Niebergall
M. Kimmel
TAMIS A. WITTEN
John McCafferty (Town Council)

Signature:

Printed Name:

~~James K. Wiggan~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~Harry Alfred~~

~~[Signature]~~

~~[Signature]~~

~~Christina S. Jones~~

~~[Signature]~~

~~William Griffith~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~[Signature]~~

~~Stephanie Nichols~~

~~[Signature]~~

~~345555 D533333~~

~~Jeff Vandermaer~~

~~Mercator Shelton~~

~~Jeremy Shelton~~

~~John Radford~~

~~Ben Lindar vrolaw~~

~~Marta Alfred~~

~~Harry Alfred~~

~~David Hall~~

~~Jordan Bassett~~

~~Ann Bassett~~

~~Cynthia S. Loerzel~~

~~Karen Richert~~

~~Abigail Griffith~~

~~Fallon Duarte~~

~~Chuck Jones~~

~~Eric Walker~~

~~Tessa Walker~~

~~Ruben Alvarez~~

~~Dierdny Walker~~

~~James Nichols~~

~~Mar~~

~~Nikki Hasiak~~

~~Kelly Mather~~

~~Austin Breckner~~

~~T.S. Pierce~~

~~Brad Hellum~~

~~Wyatt Pierce~~

~~[Signature]~~

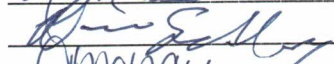
~~Stephanie Nichols~~

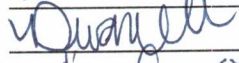
~~William Becker~~

Signature:

Printed Name:

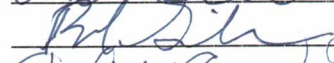
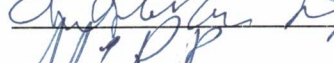


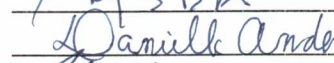
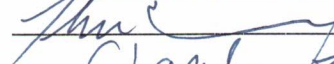
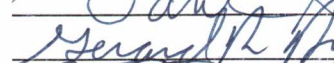




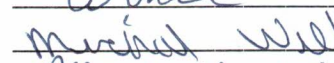


















Wyatt Pizinger
PATTY SANDENE
Amy McEntire
DAVID SANDENE
Christina McWarr
BRANDON SUTTER
DWANE OISELL
Jennifer Oisell
Ashley Hall
Tom Mathen Jr
Kelly Mathen
Doreen Strecker
DEAN AKA DINO French
Amanda Currie
Brad Gilmore
Angelica LeJanski
MARIA RODRIGUEZ
GIOVANNI OURNERZ
Danielle Anderson
THOMAS ANDERSON
Janel Anderson
Gerard M Moore
JERAD GILES
Star Giles
Anders Apotivan
Chuck Jones
Michael Wilkerson
Monica Mongini
Scott Ellis
Bryan Gray
McKenzie Moran
Thomas Gianfrancesco
Tom Gianfrancesco
Rhiannon Gianfrancesco

Signature:

Printed Name:

Tanya McClellan

Tanya McClellan

Webb Moore

Webb Moore

JERAD GILES

CODY REYES

ten Reyes

BLAKE LANDRE

Stacey Sabatino

Stacey Sabatino

Mason Sabatino

Mason Sabatino

Max Sabatino

Max Sabatino

MERRILL C MOLTZ

MERRILL C MOLTZ

Sarah Moltz

Sarah Moltz

APETRIE

APETRIE

Taralyn Strecker

Taralyn Strecker

LEE SOUTHWORTH

LEE SOUTHWORTH

Robin Dawson

Robin Dawson

Emily De La Huerta

Emily De La Huerta

Annie Paul

Annie Paul

PHILIP CARLIS

PHILIP CARLIS

ZAC WRAY

ZAC WRAY

Wes GUNN

Wes GUNN

CARRIE GUNN

CARRIE GUNN

Ryanne Foster

Ryanne Foster

Sadie Foster

Sadie Foster

Julie Hardy

Julie Hardy

SANDI HARDY

SANDI HARDY

Ariana Dodge

Ariana Dodge

Joshua Sutherland

Joshua Sutherland

Ben DILCHER

Ben DILCHER

Jackie Summers

Jackie Summers

Anna Bradshaw

Anna Bradshaw

CLYDE BRADSHAW

CLYDE BRADSHAW

Marcelino Rocha

Marcelino Rocha



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If you have any questions, please contact Shyan at 928-202-2003 or at the email above.

Thank you so much for your time!

Signature:

Printed Name:

Heriberto Avila
Herberto Avila

Rick Reynolds

Sara Santori

Danica Ingra

Danica Ingra

Maison Murtagh

Carol Taylor

Blake Ruffenach

Chris MacDonald

Donna Barnes

Stephanie Sweet

Valentino Hernandez

Jennifer Lar.

Hermia Piro

Chance West

Anthony Masolini

Martin Montague

Adrianna Holden

Lecanne Humphrey

Eric Norwood

Chris Denny

Angela C Rice

Grayson W Campbell

Ashley Hall

Matthew Harms

Kaitlyn Ginter

Heriberto Avila
Herberto Avila

Rick Reynolds

Sara Santori

Danica Ingra

Danica Ingra

Maison Murtagh

Carol Taylor

LOUIE WARTHAN

Blake Ruffenach

Chris MacDonald

Louise Phipps

DONNA BARNES

Stephanie Sweet

VALENTINO HERNANDEZ

Jennifer Lar.

Hermia Piro

Chance West

ANTHONY MASOLINI

MARTIN MONTAGUE

ADRIANNA HOLDEN

Lecanne Humphrey

Eric Norwood

Chris Denny

Angela C Rice

Grayson W Campbell

Ashley Hall

Matthew Harms

Kaitlyn Ginter

Signature:

Printed Name:

Cyndi O'Daly
Barbara L Ayerle
John Ayerle
Annette Johnson
Jim McWhiter
Chris Ferree
Rhonda Hamilton
Kelli Schley-Taylor
Ramon Chacon
Sam Shipley
Cecce Savage
Scott Monyer
Colleen Owens-Hulse
Roult Alexander
MAGGIE THORMAN
Nancy Beirl
Cynthia Brinkham
Christa Montane
Wendy Stazenski
Clay Stazenski
Karen C Funelli
Tamara Dains Helmkay
Trudy Barlew
Michael Barnett
Julie Hutchison
MARY BIANCA
A Bianca
Erik Trumble
Victoria Whorley
Ginger Thorson
Kelly Wilton

Cyndi O'Daly
Barbara L Ayerle
John Ayerle
Annette Johnson
Jim McWhiter
Chris Ferree
Chrissa Robertson
Rhonda Hamilton
Kelli Schley-Taylor
Ramon Chacon
Sam Shipley
Cecce Savage
Scott Monyer
Colleen Owens-Hulse
Roult Alexander
MAGGIE THORMAN
Nancy Beirl
Cynthia Beirl
Christa Montane
Wendy Stazenski
Clay Stazenski
Karen C Funelli
Tamara Dains Helmkay
Trudy Barlew
Michael Barnett
Julie Hutchison
MARY BIANCA
A Bianca
Erik Trumble
Victoria Whorley
Ginger Thorson
Kelly Wilton

Signature:

Printed Name:

Wells

Kimberly Goe

Tom Spear

Tom Spear

Carol Nash

Carney Liding

Michelle White

GAROLE WALSH

W.D.H.

Michelle White

Ed Bartling

WILARD OTT

Danyel Ely

Edy Bartling

Shawn Tava

Danyel Ely

SHAWN TARVER

Robert Robinson

Robert Robinson

Michelle Hendry

Michelle Hendry

Susanne Baker

Susanne Baker

Debra Covington

Debra Covington

Sherry Hoyle

Sherry Hoyle

Heleen Collins

HELEN COLLINS

Mike Zenner

Mike Zenner

Michael Parsons

Dwayne Tombs

Bonnie Morgan

MICHAEL PARSONS

Jane Hubbard

JANE HUBBARD

Adam Gustaves

Adam GUSTAVES

Gertrude E. Chapman-Radley

Gertrude E. CHAPMAN-RADLEY

Jill Underwood

Jill UNDERWOOD

Laura Jaramillo

Laura Jaramillo

Dawn McBride

DAWNA McBride

Jac Jaramillo

Jac JARAMILLO

MARY JANE HUNTER

Mary Jane Hunter

ROBERT PRELLER

Robert Preller

Jim Radley

JIM RADLEY

Patrick Person

PATRICK Person

Anne Spiess

Anne Spiess

Ann Nielson

Ann Nielson

Signature:

Printed Name:

William C. Arsenault
Gloria L. Reid
Jeremy Owens
Rachel Cross-McKelvey
Sam Berry
Baylee Owens
Sandy Owens
Debbie Hutchens
Jan Grise
Janice Eck
Alyssa Fisher
James Schopen
Cathy Smith
Beth Duncan
Perry Wheeler
Vicki Andrade
Danyelle Blood
Amanda Blood
Cindy Hale
Patricia Hill
Carol McPherson
Kelsey Caldwell
Mitzi Conn
Harriet K. Gilbert
Victoria Soza
Susan Crompton
Susan Baxter
Natlynn Wagemann
Mantel Wagemann
Anne Wagemann
Paul Wagemann
Barbara Sakedo

William C. Arsenault
Gloria L. Reid
Jeremy Owens
Rachel Cross-McKelvey
Sam Berry
Baylee Owens
Sandy Owens
Debbie Hutchens
Jan Grise
Janice Eck
Alyssa Fisher
James Schopen
Cathy Smith
Beth Duncan
Perry Wheeler
Vicki Andrade
Danyelle Blood
Amanda Blood
Cindy Hale
Patricia Hill
Carol McPherson
Kelsey Caldwell
Mitzi Conn
Harriet K. Gilbert
Victoria Soza
Susan Crompton
Susan Baxter
Natlynn Wagemann
Mantel Wagemann
Anne Wagemann
Paul Wagemann
Barbara Sakedo

Signature:

Printed Name:

Julie Thompson
~~Bill Williams~~
Kathleen Cook
Maureen Owen
Ed Ensmore
Trey Calhoun
Darin Mahoney
Kim Ferguson
~~Kristine R. Armenty~~
~~Becky Sigel-Knott~~
James Colvin
~~Sean Paul~~
Maureen Bard
Penny Kasun
Karen Lee Young
Kathy Barnes
Grayson W Campbell
Robin Bolender
Jeff Liza
Carla Cline
JEANETTE OWENS
Jerrold Znetko
Robin Znetko
Kerry Gustafson
Gerry Ward
Rachel Endelman
Chide Polacek
Albert H Redichman JR
Debbie Larison
Randy H Larison

Julie Thompson
BILL WILLIAMS
Kathleen Cook
Maureen Owen.
ED ENSMAY
Trey Calhoun
DARIN MAHONEY
KIM FERGUSON
Kristine R. Armenty
Becky Sigel-Knott
James Colvin
Sean Paul
MAUREEN BARD
Penny Kasun
GALEEN YOUNG
Karen Lee Young
Kathy Barnes
Grayson W Campbell
Robin Bolender
Jeff Liza
Carla Cline
JEANETTE OWENS
Jerrold Znetko
Robin Znetko
Kerry Gustafson
Gerry Ward
Rachel Endelman
Chide Polacek
Albert H Redichman JR
Debbie Larison
RANDY H LARISON

Signature:

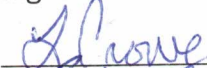
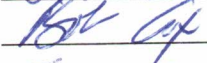
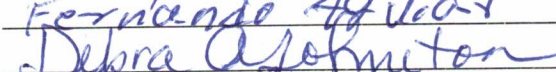
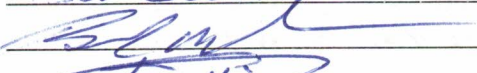
Printed Name:

~~Justin Siz~~
~~[Signature]~~
~~[Signature]~~
Rhett Ho
Ruth Horne/
Jim Rudzinski
Dana [Signature]
Mick [Signature]
Mick [Signature]
Brad Sandberg
Paxton R Davis
Natalie Greene
Bryan Gutierrez
Illa Gutierrez
Ryan Duke
Darren Duke
J.W. Leahy
Leighann Brown
Karen Nelsen
Patly Lipp
Christiana Pittman
Mario Rodriguez
Don Eckel
Don Eckel
Cheyenne Eckel
Joelle Rastner
Mark Ludwig

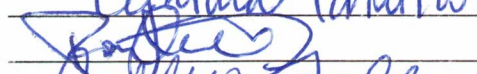
Sustine Luigs.
Mike Fletcher
Tom Goetz
John Justice
Rick Haralson
Rhett Harvick
Ruth Horne
Jim Rudzinski
David Lingard
Marleen Richardson
Mallorie Barrons
Brady Sandberg
Paxton Davis
Natalie Greene
Bryan Gutierrez
Illa Gutierrez
Ryan Duke
Darren Duke
J.W. LEAHY
Steph Brown
Leighann Brown
Karen Nelsen
JOHN CALDERON
Patly Lipp
Christiana Pittman
Thom
Krista Eckel
Don Eckel
Cheyenne Eckel
Joelle Rastner
Mark Ludwig

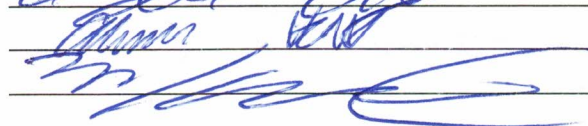
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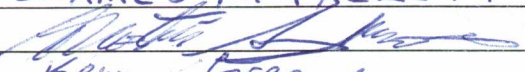
Printed Name:



Fernando Aguilar
Debra Johnston

Valerie A. James
Denise Slygh
Doug Slygh
Artemis Saxton
Kim Switzer


Lisatraiwa
Tim Trainor
James Brashear
James A. Tackett
Austin Bushman

Nathan Greene
Brooke Sandburg
Matthew Sandburg
John Schneider
Mary S. Evays
Cherice L. Dadds
Cynthia Tamillo

Ashley Teller

Edward Castro


Lynne Crowe
Bob Cox
Debra Johnston
ARMINIDA H. MARCINEK
Valerie A. James
Denise Slygh
DOUG SLYGH
Artemis Saxton
Kim Switzer
BOB WEISS
Elig Ramirez
Lisatraiwa
Tim Trainor
James Brashear
JAMES A. TACKETT

Nathan Greene
Brooke Sandburg
Matthew Sandburg
John Schneider
Mary S. Evays
Cherice L. Dadds
Cynthia Tamillo
Ashley Teller
Edward Castro
Mabe Alexander

Signature:

Printed Name:

Ann Nielson

Ann Nielson

Elijah

Elijah Rios

Kathy Sullivan

KATHY SULLIVAN

Michael Sullivan

MICHAEL SULLIVAN

Missy

Missy Nelissen

Katharine S. Lilley

KATHARINE S. LILLEY

John Clingan

John CLINGAN

Leisa B. Brug

Leisa B. Brug

Tim Bhoten

Tim Bhoten

Teresa Franco

Teresa Franco

Ashley P. Fiske

Ashley P. Fiske

Teresa Miller

Teresa Miller

Brian Smith

Brian Smith

Laura Kuhre

Laura Kuhre

Ruth Ann Liles

Ruth Ann Liles

Lisa Deardorff

Lisa Deardorff

Robert Schaffer

Robert Schaffer

Jackie Adams

JACKIE ADAMS

Wm Adams

Wm Adams

Americo Costantino

AMERICO COSTANTINO

Jenifer L. King

Jenifer L. King

Jonathan King

Jonathan King

Stuart Warner

Stuart Warner

Maxianna Warner

Maxianna Warner

John Morley

John Morley

Julia Sharrock

Julia Sharrock

Christina Gould

Christina Gould

Lisa Cathbertson

Lisa Cathbertson

Saima Atterhdt-Russell

Saima Atterhdt-Russell

Cindy Palmer

Cindy Palmer

Helen Fuller

Helen Fuller

Megan Vandermeer

Megan Vandermeer

Megan Vandermeer

Megan Vandermeer

Signature:

Tyler Nichols

Clint Ducote

Austin Wildman

Tyler Kennard

Blake Brown

Becky Kennard

Tanner Kennard

Taylor Kennard

Denny Moore

Daniel Mendell

Aidan Mendell

Tyler Foley

Blayne Mascarenas

Cristy Kaintz

Kimberley Plancich

Shelby Plancich

Cole Plancich

DANNY ANDERSON

Wyatt Lemars

Therese Cochrene

Cecilia Bolton

Clint James

Abbie Rumanek

Kyle Kellogg

Levi Hasiak

Jared McGinn

Meagan Coch

Cherri Ridd

Jeann Harguless

Rick Turner

Nathan Ginzinger

Printed Name:

Tyler Nichols

Clint Ducote

Austin Wildman

Tyler Kennard

Blake Brown

Becky Kennard

Tanner Kennard

Taylor Kennard

Denny Moore

Daniel Mendell

Aidan Mendell

Tyler Foley

Blayne Mascarenas

Cristy Kaintz

Kimberley Plancich

Shelby Plancich

Cole Plancich

DANNY ANDERSON

Wyatt Lemars

Therese Cochrene

Cecilia Bolton

Clint James

Abbie Rumanek

Kyle Kellogg

Levi Hasiak

Jared McGinn

Meagan Coch

Cherri Ridd

Jeann Harguless

Rick Turner

Nathan Ginzinger

Signature:

Printed Name:

~~Heidi Turner~~
Heidi Turner
Carrie Gross
Kelly Holiday
Angela McLaughlin
Chuck Simmons
Dan P. Ray
Scott Marti
Renee Revoy
E. Samson
Reuben Verner
Paul Brandon
Linda Hendricks
Kerry Barney
Lohan Anderson
Samantha Russler
Chloe Russler
Cathy Tokorady
Allen Crander
John McCarthy
Don Stidham
Cherie Schiffmacher
Alyssa Hooper
Susan Caruso
Josh Gibson
Anne McBride
Vicki Labelle
David Dicus
Kris Vollrath

Wes Turner
Heidi Turner
Carrie Gross
ANDREW LEE
Kelly Holiday
Angela McLaughlin
CHUCK SIMMONS
AN CHAMBERLIN
Daniel P. Ray
Scott Marti
Renee Revoy
E. SAMSON
REUBEN VERNER
Paul Brandon
LINDA HENDRICKS
Iron Eckard
Kerry Barney
LOHAN ANDERSON
Samantha Russler
Chloe Russler
Cathy Tokorady
Allen Crander
John McCarthy
Don Stidham
Cherie Schiffmacher.
Alyssa Hooper
Susan Caruso
Josh Gibson
Anne McBride
VICKI LABELLE
David Dicus
Kris Vollrath

Signature:

Ed Roche

Judith Hunt

Rachelle Hawkins

~~Sara Hester~~

MARY STARR

Mike Thieme

GARY ROBYN

Kyle Dunkel

Gina Greenburg

KRISTEN MARGUERITE

Charlie Martucci

Evelyn Russell

DAVID G OSBORNE

KEN A. COLLUM

Sally Collum

Mary Lou Genovese

Robert Landbrecht

Matthew Fredrickson

DUSTIN CUSHMAN

Jim Romo

GERA FADS

Nicole Zuelke

Joannie Minster

Rocky Minster

Susan Cuka

Daniel M Huerta

Daniel Gilliam

Kendra Nightingale

Jennifer Arballo

Vanessa Rietschler

Jennifer Polanchuk

STEPHAN POLANCHUK

Buster Hynes

Esperanza Hynes

Printed Name:

Ed Roche

Judy Hunt

Rachelle Hawkins

Sara Hester

MARY STARR

MIKE THIEME

GARY ROBYN

Kyle Dunkel

Gina Greenburg

KRISTEN MARGUERITE

Charlie Martucci

Evelyn Russell

DAVID G OSBORNE

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Daniel M Huerta

Daniel Gilliam

Kendra Nightingale

Jennifer Arballo

Vanessa Rietschler

Jennifer Polanchuk

STEPHAN POLANCHUK

Buster Hynes

Esperanza Hynes

Signature:

Jinda Spangenberg
Rox K Brochus
~~Beth M D~~
~~Karen~~
~~Dora~~
~~R. Nelson~~
~~Lynette~~
~~Tina Kofter~~
~~V.H.~~
~~W. Kan~~
~~K.A.~~
~~Steph~~
~~Julia~~
D. Vay
Edwin Colley
1929
~~C. A.~~
Kim Davis
Tregan Dotson
Deeann Maurin
Harold Clifton
Wm Mangal
Cub N. Gato
~~R. B. Deuk~~
~~St.~~
Lorray Garrison
all D/H
Laelanna Hubbell
Hiane Schimke
Claudia Walther

Linda Spangenberg
Lori K Brookins
Bryan McDonald
Lilly Howard
Jaclyn Douma
Kari Nelson
Allen F. ~~Light~~
Steve RAFFLES
Veronica Afman
William Raver.
Lindsey Smith
Kori Sama
Tim Zilly
Helen
Candace Hinshaw
D. Hayes
Kristin Colley
Russ Ray
Aaron Chapman
Jim Davis
Traugott Rhoton
Doreen Manning
Harold Clifton
Wendy McManigal
Eric Demeter
Kristin Bleeker
Steve Kevorkian
Dorothy Gamison
Allan Schaible
LADONNA HUBBELL
Diane Schimke
Claudia Walker

Signature:

Printed Name:

Cheryl Morales
Doreen Cochran
EM Zimmerman
Doreen Cochran
Michele Jensen
James S. Fish
Jennifer R. Fish
Johanna Darnley
Doris Barolo-Fossen
Sheree Chadwick
Cindy Banham
Vicki Jimenez
Kimberly Fox
Cathy Riviere
Madelaine Reynolds
Rebecca Langhammer
Dayna K. Turner
Brandi LeRice
David O'Brien
Leah Williams
Ashley King
Lynne Treney
Norm Freemant
John See
Sonja Martinez
Bon Bower
Jo Anne Rudolph
Faith
Kim Cooper
Georgia Brown
Michelle Enge
Bris Dockum

Cheryl Morales
Doreen Cochran
Evelyn Zimmerman
Charles McGibbon
Michael Lesniak
James S. Fish
Jennifer R. Fish
Johanna Darnley
Doris Barolo-Fossen
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Ashley King
Lynne Treney
Norm Freemant
John See
Sonja Martinez
Bon Bower
Jo Anne Rudolph
Faith
Kim Cooper
Georgia Brown
Michelle Enge
KRIS Dockum



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 3/25/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer, Terri Denemy, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2025-1280 approving the Intergovernmental Agreement with the Yavapai County Community College District for the construction of water and wastewater improvements.

SUMMARY:

Yavapai County Community College District operates its Chino Valley Campus at 2275 Old Home Manor Drive in Chino Valley and plans to add on-campus housing units which requires constructing certain water and wastewater improvements. As these improvements, particularly the extension and connection to sewer, will benefit the Town of Chino Valley and the College, both parties wish to enter into an intergovernmental agreement to share the costs associated with constructing the Project. The Town, after the College obtains all necessary approvals and authorizations, will take ownership of the improvements and maintain them as part of its public systems.

The partnership between the Town and the College has been long-standing and are important to the community. Town Council has expressed the importance of expanding our sewer infrastructure and acquiring new customers to assure its long-term viability, as well as continuing to limit new septic system installations on commercial and institutional properties whenever possible. Not only to address the safety of our aquifer from threats of contamination but to gain the benefits of water recharge. If Yavapai College generates 5,000 gallons per day of influent, that is 1.825 million gallons (or 5.6 Acre Feet) of reclaimed water that could be recharged into the aquifer and has a value of \$140,000 per the Town water value ordinance of 2007. Without this cost-sharing agreement, it is certain that the college would not connect to the Town's sewer system but instead opt for installation of a septic system to meet the new housing unit's needs. This partnership and the cost-sharing agreement underscores both parties' desire to act in the best interest of aquifer sustainability.

PREVIOUS ACTION:

STAFF RECOMMENDATION:

Approve Resolution No. 2025-1280.

FISCAL IMPACT?

ATTACHMENTS:

1.	RES - 2025-1280
2.	IGA - Town of Chino Valley & Yavapai College - Sewer Line

RESOLUTION NO. 2025-1280

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING THE INTERGOVERNMENTAL AGREEMENT WITH THE YAVAPAI COUNTY COMMUNITY COLLEGE DISTRICT FOR THE CONSTRUCTION OF WATER AND WASTEWATER IMPROVEMENTS.

WHEREAS, A.R.S. § 11-952 authorizes public agencies to enter intergovernmental agreements for the provisions of services or for joint or cooperative action; and

WHEREAS, the Yavapai County Community College District operates its Chino Valley Campus at 2275 Old Home Manor Drive in Chino Valley, Arizona, and plans to add on-campus housing units; and

WHEREAS, adding on-campus housing units necessitates constructing certain water and wastewater improvements that will benefit the Town of Chino Valley and the College (the "Project"); and

WHEREAS, the College and the Town wish to enter into an intergovernmental agreement to share the costs associated with constructing the Project, and for the Town, after the College obtains all necessary approvals and authorizations, to take ownership of the improvements and maintain them as part of its public systems; and

WHEREAS, the estimated cost to design and construct the Project is \$520,557.61, and the estimated cost to connect the Project to the Town's public system is \$122,125.76; and

WHEREAS, the College's contribution will be \$300,000, and the Town's contribution will be \$220,557.61, along with a waiver of connection fees.

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

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

SECTION 2. The Intergovernmental Agreement between the Town and the College is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this resolution.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 25th day of March 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2025-1280 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on March 25, 2025, and that quorum was present thereat and that the vote thereon was _____ ayes, _____ nays, and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT A
TO
RESOLUTION NO. 2025-1280

[Intergovernmental Agreement with Yavapai College]

See the following pages.

**INTERGOVERNMENTAL AGREEMENT
REGARDING YAVAPAI COLLEGE
CHINO VALLEY CAMPUS UTILITY IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is entered into by and between the Yavapai County Community College District, an Arizona political subdivision (the “College”), and the Town of Chino Valley, an Arizona municipal corporation (the “Town”) (each, a “Party,” and collectively, the “Parties”).

RECITALS

A. Arizona Revised Statutes (“A.R.S.”) § 11-952 authorizes public agencies to enter intergovernmental agreements for the provisions of services or for joint or cooperative action.

B. The College operates its Chino Valley Campus at 2275 Old Home Manor Drive in Chino Valley, Arizona, and plans to add on-campus housing units to the westerly portion of Assessor’s Parcel Number (APN) 306-02-001V (the “College Parcel”).

C. Adding on-campus housing units necessitates constructing certain water and wastewater improvements, as more particularly set forth in Section 3 (the “Project”).

D. The Parties intend to share the costs associated with constructing the Project and, after the College obtains all necessary approvals or authorizations, for the Town to take ownership of and maintain as part of its public systems, the Project segments on Town property.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the mutual covenants and promises herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Term; Termination.

1.1 This Agreement becomes effective as of the signature date of the last signing Party (the “Effective Date”) and will remain in full force and effect for 1 year or until completion of the Project, whichever occurs first.

1.2 The Parties may amend or terminate this Agreement by mutual written agreement.

1.3 This Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

2. Purpose. The purpose of this Agreement is to identify and define the Parties’ responsibilities regarding the Project.

3. The Project.

3.1 The Project will involve the installation of approximately 2,290 linear feet of new 8" PVC, ASTM D3034, SDR-35 sewer line from the College Parcel to the Chino Valley Water Reclamation Facility ("WRF"), through portions of Town-owned APNs 306-02-001W and 306-02-001, and the College Parcel. It will also include new sewer manholes sized according to Project plans, a 4" sewer service line to the WRF administration building, an 8" sewer main stub leading to the College Parcel, a connection to the existing wet well at the WRF, any water supply improvements necessary for the on-campus housing units, and associated appurtenances.

3.2 The estimated cost to design and construct the Project is \$520,557.61, and the estimated cost to connect the Project to the public system (buy-in fees) is \$122,125.76.

A. The College shall pay \$300,000.

B. The Town shall pay \$220,557.61 and waive the Project's Town of Chino Valley buy-in fees.

3.3 If the cost to construct the Project exceeds the estimate, the Parties must agree in writing to any additional cost or funding obligations above the estimate. The College's share of any such additional costs will be two-thirds, and the Town's share will be one-third.

4. Responsibilities of the Parties. The following responsibilities are in addition to those outlined in Section 3.

4.1 The College shall:

A. Install the Project elements according to Town and Arizona Department of Environmental Quality (ADEQ) standards.

B. Obtain discharge authorization for the improvements from ADEQ through Yavapai County.

C. If applicable, obtain construction approval for the water supply improvements from ADEQ through Yavapai County.

D. Submit any required inspection reports, test results, and other documents to the Town to ensure the Project meets Town standards.

E. After receiving discharge authorization or construction approval from ADEQ, as applicable, along with final approval from the Town Engineer, convey to the Town all right to, or interest in, free of all liens, the ownership of the Project segments on Town property.

F. Coordinate with Town contractors and staff as needed.

4.2 The Town shall, subject to the Town's reasonable and customary review and approvals procedures and in accordance with applicable laws:

A. Allow the College to construct the Project.

B. After receiving discharge authorization or construction approval from ADEQ, as applicable, along with final approval from the Town Engineer, take ownership of and maintain as part of its public systems the Project segments on Town property. The Town's obligations to maintain such segments, once owned, shall survive the termination of this Agreement.

C. Coordinate with College contractors and staff as needed.

5. Insurance. The Parties shall each maintain sufficient liability insurance to cover each Party's respective activities associated with this Agreement.

6. Indemnification. To the fullest extent permitted by law, each Party shall defend, indemnify, and hold harmless the other, its agents, officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (including but not limited to attorney fees and court costs) arising from the acts, errors, mistakes, omissions, work, or service of the indemnifying Party, its agents, employees, or any tier of the indemnifying Party's subcontractors in the performance of this Agreement. Any insurance requirements shall not be construed as limiting the scope of this indemnification.

7. Use Charges. This Agreement does not and is not intended to waive any regular water or wastewater use charges.

8. 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 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:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Terri Denemy, Town Manager

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

If to the College: Yavapai College
1100 E. Sheldon Street
Prescott, AZ 86301
Attn: Director of Procurement & Contract Services

With copy to: Yavapai College
1100 E. Sheldon Street
Prescott, AZ 86301
Attn: Director of Facilities

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. Legal Costs. If any legal action is brought by either Party to enforce any provision of this Agreement, the prevailing Party may recover from the other Party reasonable attorneys' fees and court costs in such amounts as allowed by the court.

10. Additional Documents. Each of the Parties shall perform all such other acts and execute such other and further documents as may be necessary to carry out the intent and purposes of this Agreement.

11. Entire Agreement; Interpretation; Parol Evidence. This Agreement constitutes the entire agreement of the Parties and supersedes any and all prior or contemporaneous written or oral negotiations, correspondence, understandings, and agreements between the Parties respecting the subject matter hereof. 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 and reviewing of, and entry into, this Agreement.

12. Modification. No supplement, modification, or amendment of this Agreement shall be binding and no waiver of any provision in this Agreement effective, unless executed in writing by all the Parties.

13. 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 that may remain in effect without the invalid provision or application.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

15. Counterparts and Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by PDF or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

16. 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.

(SIGNATURES FOLLOW)

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the Effective Date.

**YAVAPAI COUNTY COMMUNITY
COLLEGE DISTRICT**

TOWN OF CHINO VALLEY

Deb McCasland, Board Chair

Tom Armstrong, Mayor

Date

Date

ATTEST:

ATTEST:

By

Erin Deskins, Town Clerk

Name

Title

COLLEGE ATTORNEY
APPROVED AS TO FORM:

TOWN OF CHINO VALLEY ATTORNEY
APPROVED AS TO FORM:

By

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

Name

Title

Date



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 3/25/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Professional Services Agreement with B & W Fire Security Systems, L.L.C., for card reader door access systems for the Public Works and Human Resources buildings for an amount not to exceed \$20,072.96.

SUMMARY:

As part of Public Works' continuing commitment to innovation and improving services, the use of RFID cards to access and log entry into Town Buildings is being implemented. The process began with the Police Station. Staff and vendors use ID cards, and sometimes secondary PIN access, depending on security levels to access buildings and interior spaces.

The use of the cards provides multiple benefits. First, there may be a cost savings compared to lost keys. Several staff members use a master key to access most of the Town buildings. If one of these keys is lost or stolen, it could cost hundreds of thousands of dollars to re-key the entire Town. It is also unknown how many master keys are in existence and who might have them. (This is why the Police Station has a separate master key that is closely monitored.) If an RFID card is lost or stolen, it is simply deactivated, and a new one is issued. Additionally, the card access system provides security benefits. The locks can be programmed to open and close at given times. They also log which cards are used to access them. Programming can be changed remotely and rules can be set to adjust access. For example, if HR normally does not allow access for police officers due to confidential employee records being stored, the access can be changed to allow officer admittance in the event a panic button is pushed. Another scenario is that a building needs to be opened after hours. Staff with appropriate permissions can unlock doors remotely for admittance if needed.

The current access systems are provided by a vendor on State of Arizona Contract. As part of the Public Works and Human Resources remodel projects, and in an effort to assure the best value for public funds, quotes were obtained for card access systems. A low quote from B&W Fire Security Systems (the current vendor that monitors Town fire and security alarms) was obtained at \$20,072.96. The current access vendor was the high bid at \$58,737.00.

If B&W is used, a savings of approximately 67% could be realized. These savings are even more substantial when considering upcoming projects for Town Hall, the Senior Center, Library, and other buildings are already in this year's budget with more to follow.

Staff is recommending the use of B&W for the Public Works and Human Resources buildings. Staff would also like the Council to consider allowing staff to continue utilizing B&W for future installations to utilize the sole source of the software and prevent the installation of multiple systems. The existing

systems can be retrofitted to B&W at any time utilizing the same door hardware (only computer boards need replacing). Staff will continue to evaluate pricing and will bring the item back to Council if the savings are no longer realized.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Professional Services Agreement with B & W Fire Security Systems, L.L.C., for card reader door access systems for the Public Works and Human Resources buildings for an amount not to exceed \$20,072.96.

FISCAL IMPACT?

Available budget: General Fund - Building Access Controls \$53,805.00

Less this approval item: Card Reader Door Access System -\$20,072.96

Remaining budget: General Fund - Building Access Controls \$33,732.04

ATTACHMENTS:

1.	Vendor Selection Form
2.	PSA - B & W Fire - Access Control System for PW and HR
3.	Exhibit A1 - B & W - Quote and Scope - HR
4.	Exhibit A2 - B & W - Quote and Scope - Public Works
5.	Exhibit A3 - B & W - Quote and Scope - Server



Documentation of Vendor Selection

Date:

2/25/2025

Total Estimated Cost:

Detailed Description of Item/
Service:

Purchase and Installation of RFID Door Access Controls for the Public Works and Human Resources Buildings

Quote #1	Total Cost: \$	20,072.96
Vendor Name:	B&W Fire Security	Phone No: 928-772-8008
Cost of Items:	\$ 18,784.75	Tax: \$ 1,288.21
Shipping:		
Availability:		
(If Applicable) Contract #:		Co-op Name:
Accepted: YES ☒	NO ☐	

Quote #2	Total Cost: \$	43,738.64
Vendor Name:	Oculens, LLC	Phone No: 708-548-8462
Cost of Items:	\$ 42,788.00	Tax: \$ 648.64
Shipping:	\$ 302.00	
Availability:		
(If Applicable) Contract #:		Co-op Name:
Accepted: YES ☐	NO ☒	

Quote #3	Total Cost: \$	117,474.00
Vendor Name:	C&I Show Hardware and Security Systems, Inc.	Phone No: 480-967-8568
Cost of Items:	\$ 56,145.00	Tax: \$ 2,592.00
Shipping:	\$ 58,737.00	
Availability:		
(If Applicable) Contract #:		Co-op Name:
Accepted: YES ☐	NO ☒	

Comments:

Quotes include purchase and installation of door locks, communication equipment and server setup as needed.

Employee Requesting Purchase:

Frank Marbury

Department Approval:

Date:

*Purchases from \$2,500.00 up to \$10,000.00 require three documented verbal or written quotes.

*Purchases from \$10,000.00 up to \$50,000.00 require three written quotes.

*Departments shall obtain quotations on a semi-annual basis.

*All written quotations should be attached to this form.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
B & W FIRE SECURITY SYSTEMS, L.L.C.**

THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of March 25, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and B & W Fire Security Systems, L.L.C., an Arizona limited liability company (the “Consultant”).

RECITALS

- A. The Town needs door access control systems, including hardware, installation, service, and support, for the Public Works and Human Resources buildings (the “Services”).
- B. The Consultant possesses the skill and experience required to provide the Services.
- C. The Town desires to enter into an agreement with the Consultant to provide the Services.

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 Consultant hereby agree as follows:

- 1. **Term of Agreement.** This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 24, 2026, unless terminated as otherwise provided in this Agreement.
- 2. **Scope of Work.** The Consultant shall provide the Services set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (A) provide the Services required by this Agreement, (B) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (C) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant. Prior to commencing the Services, the Consultant shall tour the Project site, become familiar with existing conditions, and notify the Town of any constraints associated with the Project site.
- 3. **Compensation.** The Town shall pay the Consultant an amount not to exceed \$20,072.96 for the Services at the rates set forth in the Fee Proposal, attached hereto as part of Exhibit A.
- 4. **Payments.** The Town shall pay the Consultant monthly, based on work performed and completed to date, and upon submission and approval of invoices. All invoices shall document

and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the Town pursuant to this Agreement shall be the property of the Town. The Town may use such documents for other purposes without further compensation to the Consultant; however, any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the Town’s sole risk and without liability or legal exposure to the Consultant.

7. Consultant Personnel. The Consultant shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. The Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire Town residents to fill vacant positions at all levels. The Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel will not be removed or replaced without prior written notice to the Town. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, the Consultant shall immediately notify the Town of same and shall, subject to the concurrence of the Town, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the Town at reasonable times during the Consultant’s performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the Town.

9. Licenses. The Consultant shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Consultant. The Town has no obligation to provide the Consultant, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement.

10. Materials; Equipment. The Consultant shall provide, pay for, and insure under the requisite laws and regulations all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution and completion of the Services.

11. Performance Warranty. In addition to any specific obligations set forth in Exhibit A, the Consultant warrants that the Services rendered will conform to the requirements of this Agreement and shall be carried out with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

12. Indemnification. To the fullest extent permitted by law, the Consultant 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 Consultant, 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.

13. Insurance.

13.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of the Consultant, the Consultant 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, or by approving or expressing satisfaction with insurance policies and forms pursuant to the provisions of this Agreement, the Town does not represent that coverage and limits will be adequate to protect the Consultant. The Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has 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 the Consultant 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 Named Insured as specified under the respective coverage sections of this Agreement.

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. The Consultant's insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.

F. Claims Made. If 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 necessary 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 the Consultant. The Consultant 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. The Consultant 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, the Consultant 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 the Consultant. The Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Consultant 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 the Consultant's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, 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. Still, 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 the Consultant'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 the appropriate 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 04 13 or equivalent.

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

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

(2) The Consultant’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 the Consultant under this Agreement.

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.

K. Endorsements. The Consultant shall provide the Town with the necessary endorsements to ensure the Town is provided the insurance coverage set forth in this Section 13.

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 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 named as an Additional Insured. 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. The Consultant shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Consultant's owned, hired, and non-owned vehicles assigned to or used in the performance of the Consultant'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 Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors, and omissions the Consultant 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 the Consultant employs anyone who is required by law to be covered by workers' compensation insurance, the Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Consultant'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.

13.3 Cancellation and Expiration Notice. The Consultant shall provide at least 30 days prior written notice to the Town before insurance required herein expires, is canceled, or is materially changed.

14. Termination; Cancellation. The Town may, by written notice to the Consultant as set forth in this Section, terminate this Agreement in whole or in part.

14.1 For Town's Convenience. This Agreement is for the convenience of the Town and, as such, may be terminated without cause after receipt by the Consultant of written notice by the Town. Upon termination for convenience, the Consultant shall be paid for all undisputed Services performed to the termination date.

14.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, the Town shall make payment to the Consultant for the undisputed portion of its fee due as of the termination date.

14.3 Due to Work Stoppage. The Town may terminate this Agreement upon 30 days' written notice to the Consultant in the event that the Services are permanently abandoned. If the Consultant abandons the Services without the consent of the Town, the Consultant shall be liable for all actual, incidental, and consequential damages arising from or related to said abandonment, including, but not limited to (A) the difference between the cost of a replacement consultant to complete the Services and the contract price for the Consultant under this Agreement; and (B) any additional charges, costs, fees or expenses for labor, materials or professional services incurred by the Town as a result of delays caused by abandonment of the Services by the Consultant. The Town shall use its best efforts to replace the Consultant within a reasonable time.

14.4 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 consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

14.5 Gratuities. The Town may, by written notice to the Consultant, 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 Consultant or any agent or representative of the Consultant 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 Consultant an amount equal to 150% of the gratuity.

14.6 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 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 Consultant 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. The Consultant 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.

14.7 Obligations Upon Receipt of Termination Notice. Upon receipt of a notice of termination as set forth above, the Consultant shall (A) immediately discontinue all Services affected (unless the notice directs otherwise), and (B) deliver to the Town copies of all data, reports, calculations, drawings, specifications, and estimates entirely or partially completed, together with all unused materials supplied by the Town, related to the Services including any completed divisible part of the Services which can be deemed to stand alone (the completed divisible parts of the Services will be determined by both parties at the time of termination). Such termination shall not relieve the Consultant of liability for errors and omissions. Any use of incomplete documents for the Services or for any other project without the specific written authorization by the Consultant will be without liability or legal exposure to the Consultant. The Consultant shall appraise the work it has completed and submit the appraisal to the Town for evaluation.

15. Suspension of Work.

15.1 Order to Suspend. The Town may, for its convenience, order the Consultant, in writing, to suspend all or any part of the Services for such period of time as it may determine to be appropriate.

15.2 Adjustment to Contract Sum. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay (A) to the extent that performance was suspended or delayed for any other cause, including the fault or negligence of the Consultant, or (B) for which a change order is executed.

16. Miscellaneous.

16.1 Independent Contractor. 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. The Consultant 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. The Consultant, 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 the Consultant, its employees, or subcontractors. The Consultant, and not the Town, shall determine the time of its performance of the services provided under this Agreement so long as the Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. The Town and the Consultant do not intend to nor will they combine business operations under this Agreement.

16.2 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 Yavapai County, Arizona.

16.3 Laws and Regulations. The Consultant 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 Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes, or laws affecting the Services, including, but not limited to, (A) existing and future Town and County ordinances and regulations, (B) existing and future State and Federal laws, and (C) existing and future OSHA standards.

16.4 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 Consultant.

16.5 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.

16.6 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 that may remain in effect without the invalid provision or application.

16.7 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 and reviewing of, and entry into, this Agreement.

16.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by the Consultant without prior, written permission of the Town, signed by the Town Manager. Any attempted assignment or delegation by the Consultant in violation of this provision shall be a breach of this Agreement by the Consultant.

16.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior written approval of the Town. The Consultant 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 the Consultant.

16.10 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 Consultant 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.

16.11 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.

16.12 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.

16.13 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 Consultant any amounts the Consultant owes to the Town for damages that have been reduced to a judgment 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 Consultant any amounts the Consultant owes to the Town for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

16.14 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, 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:

If to the Town: Town of Chino Valley
202 North State Route 89
Chino Valley, Arizona 86323
Attn: Cindy Blackmore, Town Manager

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

If to Consultant: B & W Fire Security Systems, L.L.C.
8544 E. Eastridge Dr.
Prescott Valley, AZ 86314
Attn: Legal Department

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.

16.15 Confidentiality of Records. The Consultant 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 the Consultant's duties under this Agreement. Persons requesting such information should be referred to the Town. The Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Consultant as needed for the performance of duties under this Agreement.

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town's information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town's information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant's employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.

B. Permitted Access. The Consultant's employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town's information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

C. Data Confidentiality. All Town data and technical information, regardless of form, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Consultant in connection with this Agreement, are confidential, proprietary information owned by the Town. Except as specifically provided in this Agreement, the Consultant shall not, without the prior, written consent of the Town Manager or authorized designee, (1) disclose data generated in the performance of the Services to any third party, or (2) use Town data and information.

D. Data Security. Personal identifying information, financial account information, or restricted Town information, whether in electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Consultant must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices, or removable storage devices. When Town information, regardless of its format, is no longer required by the Consultant to execute the work contracted by the Town, the information must be redacted or destroyed through appropriate and secure methods to ensure the information cannot be viewed, accessed, or reconstructed.

E. Compromised Security. In the event that data collected or obtained by the Consultant in connection with this Agreement is believed to have been compromised, the Consultant shall immediately notify the Town Manager or authorized Town designee. The Consultant agrees to reimburse the Town for any costs incurred by the Town to investigate potential breaches of this data by the Consultant and, where applicable, the cost of notifying and/or assisting individuals who may be impacted by the breach.

F. Disengagement. In the event this Agreement is terminated by either party, the Consultant agrees to confer back to the Town all of its data, in usable and normalized format, within 30 days of notice of termination. There shall be no charge for the return of Town data to the Town.

G. Survival. The obligations of the Consultant under this Section 16.16 shall survive the termination of this Agreement.

16.17 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant's and its

subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Consultant's 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 the Consultant'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 Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant 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 the Consultant pursuant to this Agreement. The Consultant 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 the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant 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.

16.18 E-Verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant 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). The Consultant'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.

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

16.20 Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, any amendments, or the Scope of Work/Fee Proposal, the documents shall govern in the order listed herein.

16.21 Time is of the Essence. The timely completion of the Services is of critical importance to the economic circumstances of the Town.

16.22 Meaning of Terms. References made in the singular shall include the plural, and the masculine shall include the feminine or the neuter.

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.

16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees that it will not for the duration of this Agreement use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on its termination date.

16.25 Excluded Terms. Terms and conditions not fully outlined in this Agreement, provided to the Town only by reference to one or more websites, or provided to the Town only as "clickwrap" or "clickthrough" terms when using or attempting to use a site or service, are not binding upon the Town.

16.26 Licensing and Registration. The Consultant warrants that it is registered with the Arizona Corporation Commission to do business in Arizona and, upon request, will provide proof thereof to the Town.

16.27 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which constitutes an original, but all of which together constitute one and the same agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

“Consultant”

B & W FIRE SECURITY SYSTEMS, LLC,
an Arizona limited liability company

Signature

Name

Title

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
B & W FIRE SECURITY SYSTEMS, L.L.C.

[Scope of Work and Fee Proposal]

See following pages.



8544 E. Eastridge Dr. Prescott Valley, AZ 86314

Ph. (928)772-8008, Fax. (928)772-1104

ROC # 211758, 211759, 211761

www.BWFireSecurity.com

March 18, 2025

PROPOSAL SUBMITTED TO:



CHINO VALLEY
A R I Z O N A

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an ***Equipment & Technical Labor Price*** in the amount of **\$7629.29** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, the building will have access control on three doors and a button for the inside lobby door.

If taxes are required, please add to base bid \$529

INCLUSIONS/QUALIFICATIONS:

- 1) 4 door access control panel
- 2) Locks installed on front, inside lobby, and side entrance doors.
- 3) Button provided at desk for inside lobby door
- 4) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

- 1) Proposal is based on meeting dated 11/4/24.
- 2) 120VAC power at security or access panels by others.
- 3) Night, weekend, and/or holiday work excluded.
- 4) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 5) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 6) Underground conduit and trenching by others.
- 7) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 8) Paint and/or Drywall Cutting / Patching are all excluded.
- 9) Performance/Payment Bonds.
- 10) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 11) Fire extinguishers (A bid will be provided upon request).
- 12) B&W Fire cannot be held to any liquidated damages.
- 13) B&W warranties workmanship for two years and uses manufactures warranty on all parts.

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14) Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).

15) Monitoring can be provided, please ask for a quote.

All Exclusions/Clarifications listed above MUST be included in a Subcontract Agreement or Change Order.

ADDENDUMS: All addendums have been received and incorporated in this proposal, which constitutes the entire agreement between B&W and Client.

TERMS: This proposal and related pricing are valid for a period of [30] days from the date above. Due to material price incurrences ordering parts early can save change orders for increases. Upon Client's acceptance below and return of the same to B&W, the proposal shall thereafter be the "Project Agreement" between the parties, and Client agrees and acknowledges that:

1. Payments.

- a. Client shall make an initial payment of Per AIA billing.
- b. B&W will submit a payment application or invoice to Client for progress payments related to design, materials, labor, and finish tests supplied during each of the preceding thirty (30) day billing cycles (an "Invoice"), which may include any outstanding payment owed by Client for such preceding cycles, minus the Commencement Fee (if applicable).
- c. The parties to the Project Agreement are aware of and shall be bound by Arizona's Prompt Payment Act (A.R.S. § 32-1129.01 et seq.). Client shall promptly pay B&W within seven (7) days after B&W's submitted Invoice is certified and approved by the Client. Notwithstanding, the Invoice shall be deemed certified and approved fourteen (14) days after submission to Client, if no approval or objection is provided to B&W, at which time payment is due.
- d. If payments are made by credit card there will be a 3.5% surcharge applied.
- e. All equipment serviced and sold by B&W remains the property of B&W until the amounts owed under the Project Agreement are paid in full.

2. Additional Inspection. If for any reason a second final inspection outside of B&W control is required, B&W will bill Client for each hour required to perform the additional inspections at the market rate charged by B&W at the time such inspection is required.

3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.

4. Late Payments.

- a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent ("Delinquent Payment Notice") and may suspend performance of services under the Project

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Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.

- b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney's fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client's violation of the law in respect of the Project Agreement, or (iii) Client's filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.
 6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar's address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
 7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed ("Change Order"). If equipment costs rise over B&W's estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.
 8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:
 - a. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation utilizing the services of a private mediator.
 - b. If the dispute is not resolved by mediation, the parties agree to submit to binding arbitration to be conducted in the county and state in which the Work is being provided by a neutral arbitrator selected by the parties.

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March 18, 2025

The arbitration shall be conducted according to the Revised Uniform Arbitration Act and the American Arbitration Association Construction Arbitration Rules or such other procedures as may be agreed upon by the parties.

- c. Mediation and arbitration are the sole and exclusive processes available to pursue a remedy arising out of any dispute or breach of this contract.
- d. BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION BARS ALL OTHER VENUES, JURISDICTION, COURTS, AND PROCEDURES THAT MIGHT BE AVAILABLE TO RESOLVE THE DISPUTED BREACH, INCLUDING THE RIGHT TO APPEAL AND CERTAIN DISCOVERY RIGHTS.

9. INSURANCE; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.

- a. It is understood and agreed that B&W is not an insurer. Insurance, if any, shall be obtained by Client or, if applicable, property owner. The payments provided for herein are based solely on the value of the Work as set forth herein and are unrelated to the value of the Client or, if applicable, owner's property or the property of others located on the premises.
- b. B&W MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECT, OR AVERT.
- c. Client acknowledges that it is impractical and extremely difficult to determine and fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein; including, but not limited to installation, service, or monitoring or the failure of the system to properly operate with resulting loss to Client because of among other things:
 - i. The uncertain amount or value of Client or, if applicable, owner's property, or the property of others kept in the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service provided hereunder, if applicable, is designed to detect or avert;
 - ii. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 - iii. The inability to ascertain what portion, if any, of any loss would be proximately caused by B&W's failure to perform or by its equipment to operate;
 - iv. The nature of the service to be performed by B&W.
- d. Client understands and agrees that if B&W should be found liable for a loss or damage due from failure of B&W to perform any of the obligations herein, including, but not limited to, installation, monitoring of service, or the failure of the service or equipment in any respect, whatsoever, B&W's liability shall be limited to a sum equal to Two Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by the Project Agreement, or from negligence, active or otherwise, of B&W, its agents, servants, assigns or employees.
- e. If Client subscribes to monthly monitoring services, which shall be subject to a separate agreement (in such context, a "Subscriber"), Subscriber understands and agrees that if Company should be found liable for a loss or damage due for any reason whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments

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for such services or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty. This liability shall be exclusive; and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by such contract, or from negligence, active or otherwise, of Company, its agents, servants, assigns or employees. If Subscriber wishes Company to assume a limited liability in lieu of the liquidation damages as hereinabove set forth, Subscriber may obtain from Company a limitation of liability by paying an additional monthly service charge to Company (as may be determined by the Company). If Subscriber elects to exercise this option, a rider shall be attached to the Project Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way obligate or deem Company to be an insurer.

BY SIGNING BELOW THIS CLAUSE, CLIENT ACKNOWLEDGES THAT THEY HAVE FULLY REVIEWED AND UNDERSTAND THE PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITED LIABILITY AND KNOWINGLY AGREE TO THE AMOUNT SET FORTH HEREIN.

10. Indemnification. Except to the extent of B&W's intentional misconduct, gross negligence, or otherwise stated herein, Client agrees to defend, indemnify and hold Broker harmless from and against any and all damages, liabilities, losses, taxes, fines, penalties, costs and expenses (including reasonable fees and expenses of counsel), as the same are incurred, of any kind or nature whatsoever (arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which, without duplication, may be sustained or suffered by B&W based upon, arising out of, by reason of or otherwise in respect of or in connection with any such claim against B&W, to the extent caused directly and primarily by (i) defects in Client's or, if applicable, underlying property owner's property, or (ii) any other general contractor or subcontractor agreement for performance of related or unrelated work or services described hereunder.
11. Waiver. No change in, addition to, or waiver of any of the provisions of the Project Agreement shall be binding upon either party unless in writing signed by an authorized representative of each party. No waiver by either party of any breach by the other party of any of the provisions of the Project Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in the Project Agreement.
12. Severability. If any provision of the Project Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Rather, such remaining provisions shall be fully severable, and this Project Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Project Agreement.
13. Counterparts. The proposal may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Delivery and receipt of executed pages by any electronic transmission shall constitute effective and binding execution and delivery of the Project Agreement.

Respectfully Submitted by:

EW Bratcher

ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements,

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March 18, 2025

the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date





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March 18, 2025

PROPOSAL SUBMITTED TO:



CHINO VALLEY
A R I Z O N A

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an **Equipment & Technical Labor Price** in the amount of **\$7543.38** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, the building will have access control on three doors and time control on the front lobby door.

If taxes are required, please add to base bid \$508.15

INCLUSIONS/QUALIFICATIONS:

- 1) 4 door access control panel
- 2) Locks installed on front, inside lobby, and side entrance doors.
- 3) Button provided at desk for inside lobby door
- 4) Existing front door lock to be time controlled
- 5) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

- 1) Proposal is based on meeting dated 11/4/24.
- 2) 120VAC power at security or access panels by others.
- 3) Night, weekend, and/or holiday work excluded.
- 4) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 5) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 6) Underground conduit and trenching by others.
- 7) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 8) Paint and/or Drywall Cutting / Patching are all excluded.
- 9) Performance/Payment Bonds.
- 10) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 11) Fire extinguishers (A bid will be provided upon request).
- 12) B&W Fire cannot be held to any liquidated damages.

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13) B&W warranties workmanship for two years and uses manufactures warranty on all parts.

14) **Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).**

15) **Monitoring can be provided, please ask for a quote.**

All Exclusions/Clarifications listed above MUST be included in a Subcontract Agreement or Change Order.

ADDENDUMS: All addendums have been received and incorporated in this proposal, which constitutes the entire agreement between B&W and Client.

TERMS: This proposal and related pricing are valid for a period of [30] days from the date above. Due to material price incurrences ordering parts early can save change orders for increases. Upon Client's acceptance below and return of the same to B&W, the proposal shall thereafter be the "Project Agreement" between the parties, and Client agrees and acknowledges that:

1. Payments.
 - a. Client shall make an initial payment of Per AIA billing.
 - b. B&W will submit a payment application or invoice to Client for progress payments related to design, materials, labor, and finish tests supplied during each of the preceding thirty (30) day billing cycles (an "Invoice"), which may include any outstanding payment owed by Client for such preceding cycles, minus the Commencement Fee (if applicable).
 - c. The parties to the Project Agreement are aware of and shall be bound by Arizona's Prompt Payment Act (A.R.S. § 32-1129.01 et seq.). Client shall promptly pay B&W within seven (7) days after B&W's submitted Invoice is certified and approved by the Client. Notwithstanding, the Invoice shall be deemed certified and approved fourteen (14) days after submission to Client, if no approval or objection is provided to B&W, at which time payment is due.
 - d. If payments are made by credit card there will be a 3.5% surcharge applied.
 - e. All equipment serviced and sold by B&W remains the property of B&W until the amounts owed under the Project Agreement are paid in full.
2. Additional Inspection. If for any reason a second final inspection outside of B&W control is required, B&W will bill Client for each hour required to perform the additional inspections at the market rate charged by B&W at the time such inspection is required.
3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.
4. Late Payments.
 - a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days

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after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent (“Delinquent Payment Notice”) and may suspend performance of services under the Project Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.

- b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney’s fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client’s violation of the law in respect of the Project Agreement, or (iii) Client’s filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.
 6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar’s address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
 7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed (“Change Order”). If equipment costs rise over B&W’s estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.
 8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:
 - a. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation utilizing the services of a private mediator.

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- b. If the dispute is not resolved by mediation, the parties agree to submit to binding arbitration to be conducted in the county and state in which the Work is being provided by a neutral arbitrator selected by the parties. The arbitration shall be conducted according to the Revised Uniform Arbitration Act and the American Arbitration Association Construction Arbitration Rules or such other procedures as may be agreed upon by the parties.
- c. Mediation and arbitration are the sole and exclusive processes available to pursue a remedy arising out of any dispute or breach of this contract.
- d. BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION BARS ALL OTHER VENUES, JURISDICTION, COURTS, AND PROCEDURES THAT MIGHT BE AVAILABLE TO RESOLVE THE DISPUTED BREACH, INCLUDING THE RIGHT TO APPEAL AND CERTAIN DISCOVERY RIGHTS.

9. INSURANCE; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.

- a. It is understood and agreed that B&W is not an insurer. Insurance, if any, shall be obtained by Client or, if applicable, property owner. The payments provided for herein are based solely on the value of the Work as set forth herein and are unrelated to the value of the Client or, if applicable, owner's property or the property of others located on the premises.
- b. B&W MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECT, OR AVERT.
- c. Client acknowledges that it is impractical and extremely difficult to determine and fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein; including, but not limited to installation, service, or monitoring or the failure of the system to properly operate with resulting loss to Client because of among other things:
 - i. The uncertain amount or value of Client or, if applicable, owner's property, or the property of others kept in the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service provided hereunder, if applicable, is designed to detect or avert;
 - ii. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 - iii. The inability to ascertain what portion, if any, of any loss would be proximately caused by B&W's failure to perform or by its equipment to operate;
 - iv. The nature of the service to be performed by B&W.
- d. Client understands and agrees that if B&W should be found liable for a loss or damage due from failure of B&W to perform any of the obligations herein, including, but not limited to, installation, monitoring of service, or the failure of the service or equipment in any respect, whatsoever, B&W's liability shall be limited to a sum equal to Two Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by the Project Agreement, or from negligence, active or otherwise, of B&W, its agents, servants, assigns or employees.





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- e. If Client subscribes to monthly monitoring services, which shall be subject to a separate agreement (in such context, a "Subscriber"), Subscriber understands and agrees that if Company should be found liable for a loss or damage due for any reason whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments for such services or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty. This liability shall be exclusive; and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by such contract, or from negligence, active or otherwise, of Company, its agents, servants, assigns or employees. If Subscriber wishes Company to assume a limited liability in lieu of the liquidation damages as hereinabove set forth, Subscriber may obtain from Company a limitation of liability by paying an additional monthly service charge to Company (as may determined by the Company). If Subscriber elects to exercise this option, a rider shall be attached to the Project Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way obligate or deem Company to be an insurer.

BY SIGNING BELOW THIS CLAUSE, CLIENT ACKNOWLEDGES THAT THEY HAVE FULLY REVIEWED AND UNDERSTAND THE PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITED LIABILITY AND KNOWINGLY AGREE TO THE AMOUNT SET FORTH HEREIN.

10. Indemnification. Except to the extent of B&W's intentional misconduct, gross negligence, or otherwise stated herein, Client agrees to defend, indemnify and hold Broker harmless from and against any and all damages, liabilities, losses, taxes, fines, penalties, costs and expenses (including reasonable fees and expenses of counsel), as the same are incurred, of any kind or nature whatsoever (arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which, without duplication, may be sustained or suffered by B&W based upon, arising out of, by reason of or otherwise in respect of or in connection with any such claim against B&W, to the extent caused directly and primarily by (i) defects in Client's or, if applicable, underlying property owner's property, or (ii) any other general contractor or subcontractor agreement for performance of related or unrelated work or services described hereunder.
11. Waiver. No change in, addition to, or waiver of any of the provisions of the Project Agreement shall be binding upon either party unless in writing signed by an authorized representative of each party. No waiver by either party of any breach by the other party of any of the provisions of the Project Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in the Project Agreement.
12. Severability. If any provision of the Project Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Rather, such remaining provisions shall be fully severable, and this Project Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Project Agreement.
13. Counterparts. The proposal may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Delivery and receipt of executed pages by any electronic transmission shall constitute effective and binding execution and delivery of the Project Agreement.

Respectfully Submitted by:

EW Bratcher

ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed

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incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements, the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date





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PROPOSAL SUBMITTED TO:



CHINO VALLEY
A R I Z O N A

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an ***Equipment & Technical Labor Price*** in the amount of **\$3612.08** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, the server will be in place for the access system that is capable of running the entire town's access needs.

If taxes are required, please add to base bid \$251.06

INCLUSIONS/QUALIFICATIONS:

- 1) GX access control server software
- 2) Installation of software on client's provided computer, Specifications will be provided.
- 3) Includes 2 client licenses
- 4) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

- 1) Proposal is based on meeting dated 11/4/24.
- 2) 120VAC power at security or access panels by others.
- 3) Night, weekend, and/or holiday work excluded.
- 4) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 5) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 6) Underground conduit and trenching by others.
- 7) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 8) Paint and/or Drywall Cutting / Patching are all excluded.
- 9) Performance/Payment Bonds.
- 10) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 11) Fire extinguishers (A bid will be provided upon request).
- 12) B&W Fire cannot be held to any liquidated damages.
- 13) B&W warranties workmanship for two years and uses manufactures warranty on all parts.

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14) Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).

15) Monitoring can be provided, please ask for a quote.

All Exclusions/Clarifications listed above MUST be included in a Subcontract Agreement or Change Order.

ADDENDUMS: All addendums have been received and incorporated in this proposal, which constitutes the entire agreement between B&W and Client.

TERMS: This proposal and related pricing are valid for a period of [30] days from the date above. Due to material price incurrences ordering parts early can save change orders for increases. Upon Client's acceptance below and return of the same to B&W, the proposal shall thereafter be the "Project Agreement" between the parties, and Client agrees and acknowledges that:

1. Payments.

- a. Client shall make an initial payment of Per AIA billing.
- b. B&W will submit a payment application or invoice to Client for progress payments related to design, materials, labor, and finish tests supplied during each of the preceding thirty (30) day billing cycles (an "Invoice"), which may include any outstanding payment owed by Client for such preceding cycles, minus the Commencement Fee (if applicable).
- c. The parties to the Project Agreement are aware of and shall be bound by Arizona's Prompt Payment Act (A.R.S. § 32-1129.01 et seq.). Client shall promptly pay B&W within seven (7) days after B&W's submitted Invoice is certified and approved by the Client. Notwithstanding, the Invoice shall be deemed certified and approved fourteen (14) days after submission to Client, if no approval or objection is provided to B&W, at which time payment is due.
- d. If payments are made by credit card there will be a 3.5% surcharge applied.
- e. All equipment serviced and sold by B&W remains the property of B&W until the amounts owed under the Project Agreement are paid in full.

2. Additional Inspection. If for any reason a second final inspection outside of B&W control is required, B&W will bill Client for each hour required to perform the additional inspections at the market rate charged by B&W at the time such inspection is required.

3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.

4. Late Payments.

- a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent ("Delinquent Payment Notice") and may suspend performance of services under the Project

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Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.

- b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney's fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client's violation of the law in respect of the Project Agreement, or (iii) Client's filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.
 6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar's address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
 7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed ("Change Order"). If equipment costs rise over B&W's estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.
 8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:
 - a. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation utilizing the services of a private mediator.
 - b. If the dispute is not resolved by mediation, the parties agree to submit to binding arbitration to be conducted in the county and state in which the Work is being provided by a neutral arbitrator selected by the parties.

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The arbitration shall be conducted according to the Revised Uniform Arbitration Act and the American Arbitration Association Construction Arbitration Rules or such other procedures as may be agreed upon by the parties.

- c. Mediation and arbitration are the sole and exclusive processes available to pursue a remedy arising out of any dispute or breach of this contract.
- d. BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION BARS ALL OTHER VENUES, JURISDICTION, COURTS, AND PROCEDURES THAT MIGHT BE AVAILABLE TO RESOLVE THE DISPUTED BREACH, INCLUDING THE RIGHT TO APPEAL AND CERTAIN DISCOVERY RIGHTS.

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- c. Client acknowledges that it is impractical and extremely difficult to determine and fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein; including, but not limited to installation, service, or monitoring or the failure of the system to properly operate with resulting loss to Client because of among other things:
 - i. The uncertain amount or value of Client or, if applicable, owner's property, or the property of others kept in the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service provided hereunder, if applicable, is designed to detect or avert;
 - ii. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 - iii. The inability to ascertain what portion, if any, of any loss would be proximately caused by B&W's failure to perform or by its equipment to operate;
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- d. Client understands and agrees that if B&W should be found liable for a loss or damage due from failure of B&W to perform any of the obligations herein, including, but not limited to, installation, monitoring of service, or the failure of the service or equipment in any respect, whatsoever, B&W's liability shall be limited to a sum equal to Two Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by the Project Agreement, or from negligence, active or otherwise, of B&W, its agents, servants, assigns or employees.
- e. If Client subscribes to monthly monitoring services, which shall be subject to a separate agreement (in such context, a "Subscriber"), Subscriber understands and agrees that if Company should be found liable for a loss or damage due for any reason whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments

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STATEWIDE SERVICE & INSTALLATION

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BY SIGNING BELOW THIS CLAUSE, CLIENT ACKNOWLEDGES THAT THEY HAVE FULLY REVIEWED AND UNDERSTAND THE PROVISION REGARDING LIQUIDATED DAMAGES AND LIMITED LIABILITY AND KNOWINGLY AGREE TO THE AMOUNT SET FORTH HEREIN.

10. Indemnification. Except to the extent of B&W's intentional misconduct, gross negligence, or otherwise stated herein, Client agrees to defend, indemnify and hold Broker harmless from and against any and all damages, liabilities, losses, taxes, fines, penalties, costs and expenses (including reasonable fees and expenses of counsel), as the same are incurred, of any kind or nature whatsoever (arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which, without duplication, may be sustained or suffered by B&W based upon, arising out of, by reason of or otherwise in respect of or in connection with any such claim against B&W, to the extent caused directly and primarily by (i) defects in Client's or, if applicable, underlying property owner's property, or (ii) any other general contractor or subcontractor agreement for performance of related or unrelated work or services described hereunder.
11. Waiver. No change in, addition to, or waiver of any of the provisions of the Project Agreement shall be binding upon either party unless in writing signed by an authorized representative of each party. No waiver by either party of any breach by the other party of any of the provisions of the Project Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in the Project Agreement.
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Respectfully Submitted by:

EW Bratcher

ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements,

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the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date

