



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, AUGUST 26, 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 of Life-Saving Awards to Lifeguards Tatum Legler, Sage Rhys-Evans, Kaylynn Rhys-Evans, Javier Johns, and Maci Fry.
 - b. Presentation of Prescott Living Magazine "Men of Vision Award" to Mayor Tom Armstrong by Maggie Holmberg, Economic Development Manager, on behalf of Prescott Living Magazine and Rox Media.
 - c. Report from Frank Marbury, Public Works Director/Town Engineer on emergency electrical repairs authorized by Mayor Tom Armstrong for the Chino Valley Water Reclamation Facility (WRF).
 - d. Presentation and annual update by Laura Kyriakakis, Human Resources Director.
- 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. 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 on items not on the agenda 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 approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., to consolidate existing contracts and purchase additional goods and services for body cameras, tasers and other related items for an amount not to exceed \$549,408.00 over a 60-month term.
- b. Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Purdue and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.
- c. Consideration and possible action to approve the June 24, 2025, study session, regular meeting, and special meeting minutes.
- d. Consideration and possible action to approve the July 8, 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 Ordinance No. 2025-955, increasing the transaction privilege tax rate from 2.0% to 3.0% on manufactured building sales.

Recommended Action: 1) Hold the public hearing; 2) Approve Ordinance No. 2025-955.

- b. Consideration and possible action to approve the Intergovernmental Agreement (IGA) for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

Recommended Action: Approve the Intergovernmental Agreement (IGA) for regional

emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

- c. Consideration and possible action to approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

Recommended Action: Approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

- d. Consideration and possible action to approve a position title and duty change in the Public Works Department moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

Recommended Action: Approve a position title and duty change in the Public Works Department, moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

7. ADJOURNMENT



TOWN COUNCIL NOTICE & AGENDA

**EXECUTIVE SESSION
TUESDAY, AUGUST 26, 2025
6:30 PM**

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

AGENDA

1. CALL TO ORDER; ROLL CALL

2. An executive session pursuant to A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, promotion, demotion, dismissal, or salary of Terri Denemy, Town Manager, as part of a requirement per the Town Manager's contract for an initial six-month review.

3. ADJOURNMENT

Dated this 12th day of August, 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 # 2c
MEETING DATE: 8/26/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Report from Frank Marbury, Public Works Director/Town Engineer on emergency electrical repairs authorized by Mayor Tom Armstrong for the Chino Valley Water Reclamation Facility (WRF).

SUMMARY:

During the pre-construction phase of the WRF Water Quality Improvements project, it was discovered that there were several needed electrical repairs. These repairs, if not performed, present a danger to the health and safety of any staff member servicing the equipment as well as endangering the ability of the equipment to withstand electrical surges or similar phenomena that may occur during storms or other power fluctuations.

The preliminary cost estimate was approximately \$60,000. Due to the serious safety issues involved, it was recommended the repairs be performed as soon as possible. Mayor Tom Armstrong and Town Manager Terri Denemy were briefed on the issue and presented with the cost estimates. The engineer and contractor currently working on the project had the skilled staff and the ability to perform the repairs. The repairs are currently underway at the time of this staff report. The estimated completion date is August 15, 2025. The final cost will be determined after the work is complete and will be reported at the time of the Council meeting. The costs will be included in the capital project budget item. Per the procurement code, Mayor Armstrong authorized the emergency work. The details of that emergency procurement, as required, are now being reported to Town Council at the next scheduled meeting.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

Final cost to be reported at the time of the Council meeting.

ATTACHMENTS:

1.	Cost Proposal
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GMP Town of Chino Valley



Emergency Grounding Repairs

June, 25 2025



Chino Valley WRF Improvements

Town of Chino Valley

Emergency Grounding Repairs

Date: 06/25/2025
Estimator: Robert Salazar
Revision: 00

Dear Bruce Cooper ,

Thank you for the opportunity to collaborate on our upcoming Chino Valley WRF Improvements project. At Felix Construction, we understand the importance of delivering high-quality, reliable, and cost-effective solutions for your project needs. We are excited to present our Emergency Grounding Repairs proposal for the project, which has been carefully developed to meet both the scope of work and anticipated costs.

Our team is committed to working closely with you to refine and adjust the proposal as necessary to align with your priorities, timelines, and budget constraints. We are confident that our approach will help achieve both cost efficiency and the long-term sustainability of your project.

In this proposal, you will find a summary of the anticipated costs sorted by the Work Breakdown Structure (WBS) and CSI Sub-Division method, which includes all labor, materials, equipment, and any other associated expenses necessary to ensure a successful project outcome. Below the cost summary table you will find our scope and clarifications which outline what is included, excluded, assumed and any contingency or allowance items we suggest including in the cost at this level.

Should you have any questions or require additional information, we are more than happy to discuss the details further and adjust the proposal as needed to best align with your project goals.

We look forward to continuing our partnership and moving ahead with the next steps toward successfully delivering this project.

Cost Model

Description	Total
001 - Electrical Repairs Totals	\$55,525.00
16009 Electrical, Instrumentation & Controls	55,525.00
Totals	\$55,525.00

Other Direct / Indirect Costs Not Included Above

Description	Percentage	Totals
Sub-Total (Direct Cost)		\$55,525.00
Sub-Total (Other Direct / Indirect Costs) Total		\$55,525.00

Project Fee

Description	Percentage	Totals
Sub-Total (Other Direct / Indirect Costs)		\$55,525.00
Sub-Total (Project Fee) Total		\$55,525.00



Chino Valley WRF Improvements
Town of Chino Valley
Emergency Grounding Repairs

Date: 06/25/2025
Estimator: Robert Salazar
Revision: 00

Bonds and Insurance

Description	Percentage	Totals
Sub-Total (Project Fee)		\$55,525.00
Insurance	1.00%	\$555.25
Payment and Performance Bonds	1.20%	\$672.96
Sub-Total (Bonds and Insurance) Total		\$56,753.21

Gross Receipt Tax

Description	Percentage	Totals
Sub-Total (Bonds and Insurance)		\$56,753.21
Arizona Gross Receipts Tax	6.73%	\$3,818.07
Sub-Total (Taxes) Total		\$60,571.29

Contingencies

Description	Percentage	Totals
Sub-Total (Taxes)		\$60,571.29
Sub-Total (Project Contingencies) Total		\$60,571.29

Allowances

Description	Percentage	Totals
Sub-Total (Project Contingencies)		\$60,571.29
Sub-Total (Project Allowances) Total		\$60,571.29

Project Total

Description	Totals
Sub-Total (Project Allowances)	\$60,571.29
Total Estimate Total	\$60,571.29

Felix Construction Company

License # L11 - 172036

Project

Chino Valley WRF - Grounding - REV 01

Date

6/25/2025

Quoted Scope of Work

Number	Description	By Felix E/I&C	By Others
1	NOTE 1: This budget is based on undated drawings provided with electrical investigation report. NOTE 2: Commodities, such as Copper Wire, are quoted based on 6/19/2025 pricing.	NOTE	NOTE
2	CIVIL (100) - N/A	N/A	All Civil/Site Work Provided and Installed by Felix GC
3	CONDUIT (200) - N/A	N/A	N/A
4	CABLE & WIRE (300) - Felix EI&C to Provide and Install 4/0 Bare Copper Wire as shown on the above referenced drawings.	Provided and Installed by Felix E/I&C	N/A
5	LIGHTING (400) - N/A	N/A	N/A
6	GEAR (500) - N/A	N/A	N/A
7	GENERATOR (500) - N/A	N/A	N/A
8	INSTRUMENTATION (600) - N/A	N/A	N/A
9	CONTROL AND PUMP PANELS (600) - N/A	N/A	N/A
10	FABRICATION (700) - N/A	N/A	N/A
11	OTHER MISC. (800) - Felix EI&C to Provide Ground Testing of 480V Circuits Originating in the MCC.	Provided by Felix E/I&C	N/A
12	Programming - N/A	N/A	N/A
13	Spare Parts - Not included in bid.	N/A	N/A
14	Private Locating and Blue Stake		√
15	Painting and Coatings		√
16	Shade Structures SES or other Exterior Locations	N/A	N/A
17	Coordination / Arc Flash Study	N/A	N/A
18	As-Built / Red Lines	√	
19	Start-up/Calibrate Felix supplied Controls and Instruments	N/A	N/A
20	Testing and Commissioning	√	
21	Plant MOPO's	√	
22	Owner Site Training	N/A	N/A
23	Concrete Pad's, Foundations, Curb's	N/A	N/A
24	Concrete embed sill's and custom specialty items	N/A	N/A
25	Concrete Coring, Saw cutting and Surface Restoration	N/A	N/A
26	Painting and Surface Restorations		√
27	Accelerated Schedules / Off Shift and Overtime Work	Excluded	Excluded
28	Trash Receptacles		√

29	Sanitary Facilities		√
30	Temporary Power		√
31	Construction Water		√
32	Permits / Permit Fees		√
33	Utility & Utility Fees		√
34	Taxes		√
	Per Bid Scope	\$ 50,260.00	
	Lodging and Per Diem Allowance	\$5,265	ADD
Signature:		Date:	6/25/2025
Estimator:	Jim Ferreby (520) 858-5314		
	jim.ferreby@felixconstruction.com		

Proposal Clarifications

Project: Chino Valley WRF - Grounding - REV 01

Date: 6/25/2025

Revision: Rev 1

Includes:

- 1 CIVIL (100) - N/A
- 2 CONDUIT (200) - N/A
- 3 CABLE & WIRE (300) - 4/0 Bare Copper Wire
- 4 LIGHTING (400) - N/A
- 5 GEAR (500) - N/A
- 6 GENERATOR (500) - N/A
- 7 INSTRUMENTATION (600)- N/A
- 8 CONTROL AND PUMP PANELS (600) - N/A
- 9 FABRICATION (700) - N/A
- 10 OTHER MISC. (800) - Ground Testing of 480V Circuits Originating in MCC.

Excludes:

- 1 All Civil Requirements - Provided by Felix GC
- 2 Any General Conditions - Provided by Felix GC
- 3 All Mechanical Requirements - Provided by Felix GC
- 4 All Structural Requirements - Provided by Felix GC.
- 5 ALL Spare Parts
- 6 Repair of Problems Identified During Installation or Testing
- 7 SES and Generator Area Grounding
- 8 Anything Not Listed Includes or Quoted Scope of Work.

Clarifications:

- 1
Due to current market volatility, material pricing is subject to the terms stated on the included material quotes, some of which may establish that final pricing will be determined at the time of shipment.

Price Assumes:

- 1 (4) 10 Hour Days

Assumes Owner to Provide:

- 1 Access to Site.

Project Contingency Usage:

- 1 N/A



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 8/26/2025
CONTACT PERSON: Joshua McIntire, Chief of Police
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., to consolidate existing contracts and purchase additional goods and services for body cameras, tasers and other related items for an amount not to exceed \$549,408.00 over a 60-month term.

SUMMARY:

Staff have worked with AXON to consolidate multiple existing contracts for Tasers and body-worn cameras into a single comprehensive agreement. As part of this consolidation, the department will upgrade equipment for all sworn personnel, including the acquisition of 34 new body-worn cameras and 34 new Tasers. This upgrade addresses current equipment gaps, including officers without issued body cameras and several with obsolete Tasers.

The new 5-year contract totals \$549,407.46, which includes access to AXON's redaction software. The cost for FY 2025–2026 is \$99,648.88.

PREVIOUS ACTION:

This contract was discussed and approved through the budget process. We are now asking for the proper and official approval through the Council.

STAFF RECOMMENDATION:

Approve a Master Services and Purchasing Agreement and Addendum with Axon Enterprise, Inc., to consolidate existing contracts and purchase additional goods and services for body cameras, tasers and other related items for an amount not to exceed \$549,408.00 over a 60-month term.

FISCAL IMPACT?

Available budget: General Fund - Taser/Body Cameras	\$112,440.00
Less this approval item: Axon Contract - Year 1*	-\$99,648.88
Remaining budget: General Fund - Taser/Body Cameras	\$12,791.12

**Each subsequent year will be budgeted through the annual budget process.*

ATTACHMENTS:

1.	AGR - Addendum to Axon Consolidated Contract
2.	Exhibit A - Axon Master Services and Purchasing Agreement
3.	Exhibit B - Axon Consolidated Quote

**ADDENDUM TO
MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN
AXON ENTERPRISE, INC.
AND
THE TOWN OF CHINO VALLEY**

This ADDENDUM (“Addendum”), entered into as of _____, 202__, between Axon Enterprise, Inc., a Delaware corporation (“Axon”), and the Town of Chino Valley, an Arizona municipal corporation (“Town”) (each a “Party” and collectively “Parties”), modifies the Parties’ Master Services and Purchasing Agreement (the “Original Agreement”) executed at the same time as this Addendum.

AGREEMENT

1. Effect of Addendum. Except as expressly modified by the provisions of this Addendum, the Original Agreement shall continue in full force and effect. The capitalized terms not otherwise defined in this Addendum have the same respective meanings as contained in the Original Agreement. The sections of the Original Agreement that are not expressly modified or replaced by this Addendum shall remain in effect pursuant to their terms. If any inconsistencies or ambiguities exist between the terms of this Addendum and the Original Agreement, this Addendum shall control. If the Original Agreement is renewed, and such renewal includes any conflicting terms other than price, those terms will be null and void. A copy of the Original Agreement is attached hereto as Exhibit A.

2. Consolidated Quote. Axon shall provide to the Town the goods and services described in Quote Q-661219-45726.781AS, attached hereto as Exhibit B and incorporated herein by reference, pursuant to the terms of the Original Agreement and this Addendum.

3. Modifications. The Original Agreement is amended as follows:

A. The following provision is added as a new subsection to Section 2, Term:

2.3. By consenting to a Renewal Term in any manner, Axon shall be deemed to affirmatively assert that (A) Customer is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (B) any and all claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

B. The following provisions are added as new subsections to Section 19, General:

19.13 E-Verify Requirements. To the extent applicable under Arizona Revised Statutes (“A.R.S.”) § 41-4401, Axon warrants compliance with all federal immigration laws and regulations relating to employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A).

19.14 No Boycott of Israel. To the extent applicable under A.R.S. § 35-393 through § 35-393.03, Axon hereby certifies that it is not currently engaged in, and agrees to not engage in, for the duration of this Agreement, a “boycott” of goods or services from Israel, as that term is defined in A.R.S. § 35-393.12.

19.15 Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. Customer may cancel this Agreement without penalty or further obligations by Customer or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of Customer 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 Axon in any capacity or a contractor to Axon with respect to the subject matter of this Agreement.

19.16 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.

19.17 Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, Axon warrants and certifies that it does not currently, and agrees that it will not use, for the duration of this Agreement, 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.

19.18 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

4. Governing Law. This Addendum shall be governed by the laws of the State of Arizona, and suit pertaining to either may be brought only in courts in Yavapai County, Arizona.

5. Conflicts of Interest. This Addendum is subject to the provisions of A.R.S. § 38-511.

[SIGNATURES ON FOLLOWING PAGE]

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

“AXON”

Axon Enterprise, Inc.,
a Delaware corporation

Signature

Name

Title

“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

EXHIBIT A
TO
ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN
AXON ENTERPRISE, INC.
AND
THE TOWN OF CHINO VALLEY

[Master Services and Purchasing Agreement (Version 23, Release Date March 2025)]

See the following pages.

EXHIBIT B
TO
ADDENDUM TO MASTER SERVICES AND PURCHASING AGREEMENT
BETWEEN
AXON ENTERPRISE, INC.
AND
THE TOWN OF CHINO VALLEY

[Consolidated Quote Q-661219-45726.781AS]

See the following pages.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5-year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the Taser Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-)

year hardware warranty through the extended warranty term purchased.

- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.
- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.
- 7.7. **Third-Party Software and Services.** Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.
- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but

not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix.

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer

and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. Termination.

- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. General.

- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12 **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:**Axon Enterprise, Inc.****CUSTOMER:**

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. Definitions.

- 1.1. "Data Controller" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
 - 1.2. "Data Processor" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
 - 1.3. "Customer Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
 - 1.4. "Evidence" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
 - 1.5. "End User" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
 - 1.6. "Non-Content Data" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
 - 1.7. "Personal Data" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
 - 1.8. "Provided Data" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
 - 1.9. "Subprocessor" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
 - 1.10. "Transformed Data" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.
2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more End Users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**") and Customer may not upload non-TASER Data to Axon Evidence
3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary
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computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
9. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
10. **Location of Storage.** Axon may transfer Customer Content to third-party subprocessors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
11. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
12. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
13. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "**Usage and Operations Data**") is

considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

14. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided “as is” and without any warranty of any kind.**

In the event Customer seeks Axon’s deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

15. **Axon Records.** Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 plan. During Customer’s Axon Records Subscription Term, if any, Customer will be entitled to receive Axon’s Update and Upgrade releases on an if-and-when available basis.

15.1., The Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term (“**Axon Records Subscription Term**”)

15.2. An “**Update**” is a generally available release of Axon Records that Axon makes available from time to time. An “**Upgrade**” includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

15.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

15.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

16. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

16.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

16.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

16.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

16.4. use Axon Cloud Services as a service bureau, or as part of a Customer infrastructure as a service;

16.5. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

16.6. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

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- 16.7.remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 16.8.use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
- 16.9.**Draft One.** Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
17. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
18. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
19. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
20. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.
2. **ACEIP Tier 1.**
 - 2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1¹. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at <https://www.axon.com/aceip> and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").
 - 2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.
3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

¹ For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.



Master Services and Purchasing Agreement

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories and custom roles based on Customer need
- Register cameras to Customer domain
- Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access
- One on-site session included

Dock configuration

- Work with Customer to decide the ideal location of Docks and set configurations on Dock
- Authenticate Dock with Axon Evidence using admin credentials from Customer
- On-site assistance, not to include physical mounting of docks

Best practice implementation planning session

- Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers
- Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management
- Provide referrals of other customers using the Axon camera devices and Axon Evidence
- Recommend rollout plan based on review of shift schedules

System Admin and troubleshooting training sessions

Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations

Evidence sharing training

Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies

Users go-live training and support sessions

- Assistance with device set up and configuration
- Training on device use, Axon Evidence, and Evidence Sync

[Implementation document packet](#)

Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon View on smartphones (if applicable)
- Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • For the CEW Full Service Package: On-site assistance included • For the CEW Starter Package: Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • For the CEW Full Service Package: Training for up to 3 individuals at Customer • For the CEW Starter Package: Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review For the CEW Full Service Package: On-site assistance included. For the CEW Starter Package: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.
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Return of Old Weapons

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

Axon instructor training (Train the Trainer)

Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

Axon instructor training (Train the Trainer)

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

Classroom and practical training sessions

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. Signal Sidearm Installation Service.

- Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

Disclosures - Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: - Public Defender Case Sharing - Disclosure Portal - Download Links
Training - Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. - Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("User Documentation"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("Installation Site") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it
16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("Acceptance Form") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of



delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

17. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
4. **TAP BWC Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the BWC and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
 - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
 - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
 - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/ 10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "Duty Cartridge Replenishment Plan", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
 - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
 - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.
 - 3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
 - 3.6. **Miscellaneous.** The following sections the Warranty Section in the MSPA shall apply to the TASER Devices: Disclaimer, Claims, Spare Axon Devices and Limitations.
 - 3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.
5. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

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6. **TASER Device Subscription Term.** The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
 7. **Access Rights.** Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices during the TASER Device Subscription Term. Customer may not exceed the number of End Users the Quote specifies.
 8. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
 9. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
 10. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
 11. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
 - 11.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
 - 11.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
 - 11.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging or applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
 - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
 - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
 - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
 - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
 - 4.5. Promptly install and implement any software updates provided by Axon;
 - 4.6. Ensure that all appropriate data backups are performed;
 - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
 - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
 - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
 - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint.** If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

3. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. **Wireless Offload Server.**

- 4.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 4.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 4.3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 4.4. **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. **Axon Vehicle Software.**

- 5.1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
- 5.2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process

to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist.** If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.
7. **Axon Fleet Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.
 - 7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.
 - 7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
 - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer.
 - 1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.
 - 1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.
2. **Axon Community Request Storage.** For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.
3. **Performance Auto-Tagging Data.** In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a combined offering in a Quote or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the combined offering in the Quote or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.
 - 1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.
2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
 - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
 - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
 - 3.4. use trade secret information contained in Virtual Reality Media;
 - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
 - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
 - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
 - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
 - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
 - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
 - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
 - 3.5. use trade secret information contained in Axon Evidence Local;
 - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
 - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
 - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. Definitions.

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

2. Purpose and License.

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. Configuration. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.**4. Customer Responsibilities.** When using API Service, Customer and its End Users may not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

5. API Content. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
 - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
 - 5.3. the structure of and relationship of API Service resources; and
 - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content**. Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
 - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
 - 6.3. misrepresent the source or ownership; or
 - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope.** Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.
2. **Advanced User Management Configuration.** Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS Appendix

1. **Access.** Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon Evidence may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits.** The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products

3. **Disclaimer.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.
4. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**
 - 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
 - 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
 - 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
 - 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
 - 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
 - 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
 - 8.4. Ensure all appropriate data backups are performed;
 - 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
 - 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
 - 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,



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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope.** Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("Migration"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("Migration SOW") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.
 - 1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.
2. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
3. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
4. **Downtime.** There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.
5. **Functionality Changes.** Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.
6. **Acceptance.** Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.
 - 6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.
7. **Post-Migration.** After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.
8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.
9. **Monitoring.** Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

- 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
- 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
- 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
- 2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration

Assisting with assigning cameras and registering docks
 Maintaining **Customer's Axon Evidence account**
 Connecting Customer to "Early Access" programs for new devices

Account Maintenance

Conducting on-site training on new features and **devices for Customer leadership team(s)**
 Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program**
 Conducting weekly meetings to cover current issues and program status

Data Analysis

Providing on-demand Axon usage data to identify trends and insights for improving daily workflows
 Comparing **Customer's Axon usage and trends to peers to establish best practices**
 Proactively monitoring the health of Axon equipment and coordinating returns when needed

Direct Support

Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices
 Proactively monitoring the health of **Axon equipment**
 Creating and monitoring RMAs **on-site**
 Providing Axon app support
 Monitoring and testing new firmware and workflows before they are released to Customer's production environment

Customer Advocacy

Coordinating bi-annual **voice of customer meetings with Axon's Device Management team**
 Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

- 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
- 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
- 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
- 3.4. The Regional TAM service options are listed below:

Account Maintenance

Conducting remote training on new features and **devices for Customer's leadership**

Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**

Conducting weekly conference calls to cover **current issues and program status**

Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

Direct Support

Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices

Creating and monitoring RMAs remotely

Data Analysis

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**

Comparing **Customer's Axon usage and trends to peers to establish best practices**

Proactively monitoring the health of Axon equipment and coordinating returns when needed

Customer Advocacy

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**

Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Term.** For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.
5. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
6. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
7. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
8. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
9. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or



Master Services and Purchasing Agreement

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
 - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
 - 1.3. **"Customer Data"** means
 - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
 - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
 - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
 - 1.4. **"My90 Data"** means
 - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
 - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
 - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
 - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
 - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
 2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
 3. **IP address.** Axon will not store survey respondents' IP address.
 4. **Customer Owns My90 Customer Content.** Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
 5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
 7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
 8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
 9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
 10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
 - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
 - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.
 11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
 12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
 13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
 14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
18. **Managing Data Shared.** Customer is responsible for:
 - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
 - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
 - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
 - 18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
 - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
 - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
 - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
20. **Customer Responsibilities.** Customer is responsible for:
 - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
 - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
 - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact

Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users , may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
 - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
 - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
 - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
 - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
 - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
 - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
 - 1.1 Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
 - 1.2 Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
 - 1.3 Distribution of survey via multiple distribution channels such as text message;
 - 1.4 Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
 - 1.5 Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
 - 1.6 Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
 - 1.7 Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
 - 1.8 Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability**. The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.

Appendix for AI Technology

This AI Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilize AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. Definitions

- 1.1 AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.
- 1.2 Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.
- 1.3 Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. Scope and Usage

- 2.1 Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.
- 2.2 Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.
- 2.3 Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:
 - 2.3.1 User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).
 - 2.3.2 Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.
 - 2.3.3 End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. Axon Responsibilities

- 3.1 Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.
- 3.2 Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.
- 3.3 Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.
- 3.4 Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

3.5 **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities**

4.1 **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

4.2 **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

4.3 **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:

5.1 **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

5.2 **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

5.3 **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One within a Quote, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively “Dedrone Products”), this appendix and the following additional terms shall apply.

1. Definitions

- 1.1 **“Dedrone Data”** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 **“Dedrone Hardware”** means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 **“Sensor”** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 **“Dedrone Software”** means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 **“Third-Party Hardware”** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. Customer License

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a “Prohibited Use”).

3. Customer Obligations

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such

laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

- 3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection**

- 4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").
- 4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.
- 4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.
- 4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.
- 4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

- 5.1 **Axon Property.** Axon owns and retains all right, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.
- 5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software

and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-661219-45726.781AS

Issued: 03/10/2025

Quote Expiration: 03/31/2025

Estimated Contract Start Date: 08/01/2025

Account Number: 109470

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Chino Valley PD 220 N State Route 89 Chino Valley, AZ 86323-5981 USA	Chino Valley Police Dept. - AZ 220 N State Route 89 Chino Valley AZ 86323-5981 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Deana Winn Phone: (928) 636-4223 Email: dwinn@chinoaz.net Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	\$506,615.10
ESTIMATED TOTAL W/ TAX	\$549,407.46

Discount Summary

Average Savings Per Year	\$34,032.60
TOTAL SAVINGS	\$170,163.00

Payment Summary

Date	Subtotal	Tax	Total
Jul 2025	\$92,017.30	\$7,631.58	\$99,648.88
Jul 2026	\$103,649.45	\$8,790.23	\$112,439.68
Jul 2027	\$103,649.45	\$8,790.23	\$112,439.68
Jul 2028	\$103,649.45	\$8,790.23	\$112,439.68
Jul 2029	\$103,649.45	\$8,790.09	\$112,439.54
Total	\$506,615.10	\$42,792.36	\$549,407.46

Quote Unbundled Price:	\$676,778.10
Quote List Price:	\$545,891.70
Quote Subtotal:	\$506,615.10

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			\$1.00	(\$6,907.78)	(\$6,907.78)	(\$714.96)	(\$7,622.74)
100552	TRANSFER CREDIT - GOODS	1			\$1.00	\$8,350.78	\$8,350.78	\$672.24	\$9,023.02
C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	60	\$142.03	\$108.33	\$108.33	\$220,993.20	\$16,834.38	\$237,827.58
BWCUwTAP	BWC Unlimited with TAP	34	60	\$130.12	\$99.66	\$99.66	\$203,306.40	\$17,668.08	\$220,974.48
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	4			\$1,638.90	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	35			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00001	AB4 Camera Bundle	3			\$899.00	\$0.00	\$0.00	\$0.00	\$0.00
H00002	AB4 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$131.94	\$1,770.84
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	60		\$5.42	\$5.42	\$11,056.80	\$1,144.38	\$12,201.18
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	60		\$10.85	\$10.85	\$22,134.00	\$2,290.87	\$24,424.87
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	60		\$22.57	\$22.57	\$46,042.80	\$4,765.43	\$50,808.23
Total							\$506,615.10	\$42,792.36	\$549,407.46

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	3	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	07/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	35	1	07/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	39	1	07/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	4	1	07/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	4	1	07/01/2025
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	39	1	07/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	39	1	07/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	4	1	07/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	1	1	07/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	4	1	07/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	4	1	07/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	4	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100126	AXON VR - TACTICAL BAG	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	34	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100393	TASER 10 LIVE DUTY MAGAZINE BLACK	34	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100394	TASER 10 HALT TRN MAGAZINE BLUE (HOOK-AND-LOOP-TRAINING)	4	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100395	TASER 10 LIVE TRAINING MAGAZINE PURPLE	3	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100396	TASER 10 INERT MAGAZINE RED	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	680	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	340	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100591	AXON TASER - CLEANING KIT	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	34	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100748	AXON VR - CONTROLLER - TASER 10	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100832	AXON VR - CONTROLLER - HANDGUN VR19H	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101294	AXON VR - TABLET	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101300	AXON VR - TABLET CASE	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	34	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20018	TASER BATTERY PACK, TACTICAL	7	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	20378	AXON VR - HEADSET - HTC FOCUS 3	2	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	74200	TASER 6-BAY DOCK AND CORE	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80087	TASER TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	07/01/2025
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	110	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	280	1	07/01/2026
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	07/01/2027
BUNDLE - TASER 10 CERTIFICATION PRO	100210	AXON VR - TAP REFRESH 1 - TABLET	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	2	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	20373	AXON VR - TAP REFRESH 1 - HEADSET	2	1	01/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	35	1	01/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	5	1	01/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	07/01/2028
BUNDLE - TASER 10 CERTIFICATION PRO	100399	AXON TASER 10 - CARTRIDGE - LIVE	100	1	07/01/2029
BUNDLE - TASER 10 CERTIFICATION PRO	100400	AXON TASER 10 - CARTRIDGE - HALT	270	1	07/01/2029
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	35	1	07/01/2030
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	5	1	07/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	101180	AXON TASER - DATA SCIENCE PROGRAM	34	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	1	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20248	AXON TASER - EVIDENCE.COM LICENSE	34	08/01/2025	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	20370	AXON VR - USER ACCESS - FULL VR	34	08/01/2025	07/31/2030
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	34	08/01/2025	07/31/2030
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	34	08/01/2025	07/31/2030
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	08/01/2025	07/31/2030
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	08/01/2025	07/31/2030
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	08/01/2025	07/31/2030

Services

Bundle	Item	Description	QTY
BUNDLE - TASER 10 CERTIFICATION PRO	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	34
BUNDLE - TASER 10 CERTIFICATION PRO	101193	AXON TASER - ON DEMAND CERTIFICATION	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - TASER 10 CERTIFICATION PRO	100197	AXON VR - EXT WARRANTY - HEADSET	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100213	AXON VR - EXT WARRANTY - TABLET	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	34	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101007	AXON VR - EXT WARRANTY - CONTROLLER	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	2	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	7	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	34	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	07/01/2026	07/31/2030
BUNDLE - TASER 10 CERTIFICATION PRO	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2026	07/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	34	07/01/2026	07/31/2030
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	1	07/01/2026	07/31/2030
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	5	07/01/2026	07/31/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	220 N State Route 89	Chino Valley	AZ	86323-5981	USA
1	220 N State Route 89	Chino Valley	AZ	86323-5981	USA

Payment Details

Jul 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront PSO + HW	H00001	AB4 Camera Bundle	3	\$0.00	\$0.00	\$0.00
Upfront PSO + HW	H00001	AB4 Camera Bundle	35	\$0.00	\$0.00	\$0.00
Upfront PSO + HW	H00002	AB4 Multi Bay Dock Bundle	4	\$0.00	\$0.00	\$0.00
Upfront PSO + HW	H00002	AB4 Multi Bay Dock Bundle	1	\$1,638.90	\$131.94	\$1,770.84
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$1,952.88	\$202.12	\$2,155.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	\$3,909.37	\$404.62	\$4,313.99
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	\$8,132.20	\$841.68	\$8,973.88
Year 1	BWCUwTAP	BWC Unlimited with TAP	34	\$35,908.58	\$3,120.59	\$39,029.17
Year 1	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	\$39,032.37	\$2,973.35	\$42,005.72
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	\$8,350.78	\$672.24	\$9,023.02
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	(\$6,907.78)	(\$714.96)	(\$7,622.74)
Total				\$92,017.30	\$7,631.58	\$99,648.88

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,275.98	\$235.56	\$2,511.54
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	\$4,556.16	\$471.56	\$5,027.72
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	\$9,477.65	\$980.94	\$10,458.59
Year 2	BWCUwTAP	BWC Unlimited with TAP	34	\$41,849.46	\$3,636.87	\$45,486.33
Year 2	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	\$45,490.20	\$3,465.30	\$48,955.50
Total				\$103,649.45	\$8,790.23	\$112,439.68

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,275.98	\$235.56	\$2,511.54
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	\$4,556.16	\$471.56	\$5,027.72
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	\$9,477.65	\$980.94	\$10,458.59
Year 3	BWCUwTAP	BWC Unlimited with TAP	34	\$41,849.46	\$3,636.87	\$45,486.33
Year 3	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	\$45,490.20	\$3,465.30	\$48,955.50
Total				\$103,649.45	\$8,790.23	\$112,439.68

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,275.98	\$235.56	\$2,511.54
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	\$4,556.16	\$471.56	\$5,027.72
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	\$9,477.65	\$980.94	\$10,458.59

Jul 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	BWCUwTAP	BWC Unlimited with TAP	34	\$41,849.46	\$3,636.87	\$45,486.33
Year 4	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	\$45,490.20	\$3,465.30	\$48,955.50
Total				\$103,649.45	\$8,790.23	\$112,439.68

Jul 2029						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	34	\$2,275.98	\$235.58	\$2,511.56
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	\$4,556.16	\$471.57	\$5,027.73
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	34	\$9,477.65	\$980.93	\$10,458.58
Year 5	BWCUwTAP	BWC Unlimited with TAP	34	\$41,849.46	\$3,636.88	\$45,486.34
Year 5	C00022	BUNDLE - TASER 10 CERTIFICATION PRO	34	\$45,490.20	\$3,465.13	\$48,955.33
Total				\$103,649.45	\$8,790.09	\$112,439.54

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-308590, Q-320605, Q-356545, Q-431800, Q-518985

Agency is terminating those contracts effective 8/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of \$1,442.00

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing quotes aforementioned above. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Signature

Date Signed

3/10/2025





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 8/26/2025
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Town of Chino Valley's participation in the national opioids settlement with Purdue and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

SUMMARY:

There is a new proposed national opioid settlement with Purdue. In 2020, the Town signed on to the "One Arizona" opioid settlement agreement, which included the Town in settlements with Janssen (Johnson & Johnson), McKesson, Cardinal Health, and AmerisourceBergen, and signed up to participate in additional settlements in 2023 with Teva, Allergan, CVS, Walmart, and Walgreens, and in 2024 with Kroger.

As with the others, the Town must opt into this settlement before it can receive any proceeds. The attached Subdivision Participation and Release Form is due by September 30, 2025. This form must be approved by the Council before execution. By executing the form, the Town will forever waive any and all claims against Purdue related to its role in the opioid epidemic. In exchange, the Town will receive a share of settlement payments calculated under the One Arizona Agreement.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Town of Chino Valley's participation in the national opioids settlement with Purdue and authorize the Mayor or Town Manager to complete and execute a Subdivision Participation and Release Form.

FISCAL IMPACT?

The Town will potentially receive a share of the settlement to allocate towards programs that remediate the opioid crisis.

ATTACHMENTS:

1.	Action Required Purdue Direct Settlement - CL-1731639
2.	RefNum CL-1731639 - national opioid settlement notice settlement overview

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Chino Valley town, AZ
Reference Number: CL-1731639

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Arizona, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. In all past national opioids settlements, Arizona has been able to get 100% participation of all 15 counties and 91 cities and towns. Our goal is to again reach 100% participation. The One Arizona Distribution of Opioids Settlement Funds Agreement ("One Arizona Agreement") will apply to the Purdue Direct Settlement meaning that the same restrictions on and reporting of use of funds for Approved Purposes and the same allocation of funds to all 106 local governments will apply. The text of the One Arizona Agreement is located at <https://nationalopioidsettlement.com/wp-content/uploads/2022/04/Final-One-AZ-Distribution-Agreement-Signed.pdf>.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. **Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.**
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation*

Form may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or Jane Fallon, Assistant Attorney General, Arizona, Jane.Fallon@azag.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Chino Valley town	State: AZ
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



***TO LOCAL POLITICAL SUBDIVISIONS:
THIS NOTICE CONTAINS IMPORTANT INFORMATION ABOUT A NEW
NATIONAL OPIOID SETTLEMENT.***

PURDUE PHARMA L.P. & SACKLER FAMILY SETTLEMENT OVERVIEW

A proposed nationwide settlement agreement has been reached with Purdue (and certain of its affiliates) and the Sackler family concerning alleged misconduct related to opioids.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Estate Settlement"), and a settlement of direct claims against the Sacklers held by States, local governments and other creditors (the "Direct Settlement", and together with the Estate Settlement, the "Settlement"). The Settlement contemplates that the Sacklers will be paying an aggregate of \$6.5 billion in 16 payments over 15 years, including \$1.5 billion on the settlement's Effective Date (expected to be in 2026), though some amounts are subject to discounted prepayments. These amounts are in addition to amounts available from the Purdue estate including amounts available on the Effective Date (expected to be around \$900 million) and amounts that may be paid in the future.

The Settlement also contains injunctive relief governing opioid dispensing practices and requires the successor-in-interest of Purdue Pharma L.P. to implement safeguards to prevent diversion of prescription opioids, and also restrict certain Sacklers from directly or indirectly engaging in the manufacturing or sale of opioids, as detailed in the Settlement.

The proposed settlement has two key participation steps now that **all eligible states and territories elected to participate in the Direct Settlement.**

First, eligible subdivisions within each participating state decide whether to participate in the Direct Settlement. The Direct Settlement is documented in the Governmental Entity and Shareholder Direct Settlement Agreement, which is commonly referred to as the "GESA". The more subdivisions that participate, the more funds flow to that state and its subdivisions. Any subdivision that does not participate cannot directly share in any of the Direct Settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds.

YOU MUST PARTICIPATE IN THE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.

Second, concurrently with the solicitation of eligible subdivisions to participate in the Direct Settlement, votes will be solicited for approval of Purdue Pharma L.P.'s bankruptcy plan, which plan will provide distributions in respect of the Estate Settlement. NOT ALL SUBDIVISIONS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT WILL RECEIVE PACKAGES TO VOTE ON THE PLAN.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Direct Settlement with the Sacklers.

If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE DIRECT SETTLEMENT. **IT IS NOT NECESSARY TO VOTE ON THE PLAN IN ORDER TO RECEIVE THE BENEFITS OF THE SETTLEMENT.**

WHO IS RUBRIS INC. AND WHAT IS THE IMPLEMENTATION ADMINISTRATOR?

The Direct Settlement provides that an Implementation Administrator will provide notice and manage the collection of participation forms. Rubris Inc. is the Implementation Administrator for the Direct Settlement and was also retained for the prior national opioid settlements.

WHY IS YOUR SUBDIVISION RECEIVING THIS NOTICE?

Your state has elected to participate in the Settlement, and therefore your subdivision may participate in the Direct Settlement. This notice is also being sent directly to counsel for such subdivisions if the Implementation Administrator has their information.

If you are represented by an attorney with respect to opioid claims, please contact them. **Subdivisions can participate in the Settlement whether or not they filed a lawsuit or are represented.**

WHERE CAN YOU FIND MORE INFORMATION?

Detailed information about the Settlement, including each settlement agreement, may be found at: <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be updated to include information about how the Settlement is being implemented in most states and how funds will be allocated within your state.

You are encouraged to review the terms of the settlement agreements and discuss the terms and benefits with your counsel, your Attorney General's Office, and other contacts within your state.

Your subdivision will need to decide whether to participate in the proposed Settlement, and subdivisions are encouraged to work through this process before the **September 30, 2025** deadline.

HOW DO YOU PARTICIPATE IN THE SETTLEMENT?

The Settlement requires that you take affirmative steps to "opt in" to the Settlement.

In the next few weeks, you will receive documentation and instructions from the Implementation Administrator. In order to participate in the settlement, a subdivision must sign and return the required documentation.

Please add the following email addresses to your "safe" list so emails do not go to spam / junk folders: dse_na3@docusign.net and opioidsparticipation@rubris.com. Please monitor your email for the Participation Form and instructions.

All required documentation must be signed and returned on or before **September 30, 2025**.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 8/26/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the June 24, 2025, study session, regular meeting, and special meeting minutes.

STAFF RECOMMENDATION:

Approve the June 24, 2025, study session, regular meeting, and special meeting minutes.

ATTACHMENTS:

1.	2025 06 24 CC SS RG SP MND wWM
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**MINUTES OF THE STUDY SESSION, REGULAR MEETING, AND
SPECIAL MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, JUNE 24, 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 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, Community Services Director Cyndi Thomas, Senior Recreation Coordinator and Aquatics Manager Morgan Heiner, Recreation & Events Coordinator Rebekah Segien, Recreation & Events Coordinator Susan Palmer, Youth Services Librarian Rebecca Laurence, Library Manager Stacey Johnson, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Officer Tanner Ludwig (arrived at 5:51 p.m.), IT Support Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Town Clerk Erin N. Deskins

2. Presentation and annual update from Cyndi Thomas, Community Services Director, and the department's various leads, including Library, Aquatics, Recreation, and Senior Center, along with updates from the Parks and Recreation Advisory Board and Friends of the Library.

Cyndi Thomas, Community Services Director, presented the following:

- Staff would be sharing initiatives and programs and how they have impacted the community.
- Each division would provide their own updates along with the Parks & Recreation Advisory Board (PRAB) and the Friends of the Library.
- Discussed the number of year-round and seasonal staff, and volunteers that help the departments operate.
- Gave a brief overview of the department's social media presence.

Senior Center

- Provided highlights regarding the senior center, including meals served, activity participation, volunteers, etc.

Susan Palmer, Recreation & Events Coordinator, presented the following:

- She was put in charge of the senior center educational presentations and activities and gave a brief overview of those programs as well as attendance and feedback from participants.

Library

Stacey Johnson, Library Manager, and Rebecca Laurence, Youth Librarian, presented the following:

- Gave an overview of the library, including active library cards, visits, checkouts, resources, programs and events offered, etc.

Cindy Larson, Friends of the Library Member at Large, presented the following:

- She had been with the organization for 10 years. The organization partners with the library to aid the library in promoting literacy, education, and serving the community.
- Based on the current minimum wage, the Friends of the Library estimate that they have saved the library \$92,629 over the last year doing various tasks such as helping patrons find their way around the library, and processing donated books, DVDs, CDs, magazines, and puzzles.
- They also help to raise money for the library. FY2024 had an income of \$39,663, funding things such as carpeting, benches, public computers and chairs, book carts and filing cabinets, etc.

Recreation

Rebekah Segien, Recreation & Events Coordinator, presented the following:

- She helps to coordinate and execute events throughout the year, including the All-American Bash, Territorial Days, Trick or Treating at Memory Park, December to Remember, etc.
- Gave an overview of the various classes offered at the Town's Community Center including yoga, line dancing, Tai Chi, etc. The building can also be used for baby showers and birthdays, weddings, celebrations of life, etc.

Aquatics

Morgan Heiner, Senior Recreation Coordinator and Aquatics Manager, presented the following:

- Gave an overview of the pool's 2024 highlights including saves, swim lesson participants, extended season, movie nights at the pool, etc. and presented upcoming events and plans for pool enhancements.

Parks & Recreation Advisory Board

Celia van der Molen, Board Chair, presented the following:

- Discussed planned park developments on Appaloosa Meadows, Center Street Park, and Phase 3 of the Community Center.
- Provided an outline through 2027 of the Board's plans and priorities to accomplish those park developments.
- Discussed the creation of a masterplan for Old Home Manor (OHM) with priorities from one to five years, five to 10 years, and 10 years and beyond.

Cyndi Thomas, Community Services Director, presented the following:

- Commended her staff for the work they do and the presentations they gave tonight.

Council and staff discussed the following:

- Councilmember Schacherer stated that recommendations to have pickleball courts at OHM had previously been dismissed in favor of keeping them at the community center and inquired why PRAB would be looking to add pickleball courts to OHM in five to 10 years.
 - Chair van der Molen stated that keeping them at the community center makes a lot of sense as there are already a lot of facilities there. But pickleball courts had become very popular and if there was a need for additional courts, there was space at OHM for them.
 - Councilmember Schacherer inquired why not do it now at OHM as there was plenty of parking and availability.
 - Chair van der Molen stated there was so much activity at the community center and existing facilities like bathrooms that it made more sense to start there.
 - Staff stated there was nothing else at OHM yet and no masterplan. Putting pickleball courts there now could result in hodge-podging everything else around them.
- Councilmember Schacherer mentioned the ball fields that are currently at OHM.
 - Staff stated that there is no irrigation to the fields that currently exist at OHM and would need to be reseeded, irrigation done. Adding more baseball fields was a possible plan but may not be something the Town needs in five to 10 years. The presentation was recommendations from PRAB, but nothing was set in stone.
- Councilmember Switzer stated that the library is a gem of Chino Valley and commended them on their work.
- Councilmember McCafferty inquired if Library staff had found that the library had become a place for at-risk or underprivileged kids.
 - Staff stated they have several families that come through for supervised visits or come with grandparents or foster parents. There are also children who get off the bus and wait at the library for an hour until their parents can pick them up.
 - Councilmember McCafferty felt it was important for kids to have a place to escape that is safe and where they could do something productive.
 - Staff further stated that the library is a resource for people to come in and apply for jobs that don't have computers.

- Councilmember Switzer inquired about any risk to the grading and pads for pickleball courts, parking, etc. being damaged from monsoons if phase 2 did not happen within a certain amount of time.
 - Staff stated there could be some minor erosion, but most would be stable with good compaction. There would be some touch-ups, but it would be minimal and fairly cheap. Staff did not feel that grading in advance was money wasted.
 - Councilmember Switzer further inquired about fencing off the area to keep people and vehicles from destroying it.
 - Staff stated keeping vehicles off would be good, but otherwise, it should be quite sturdy.
- Staff discussed other ways they helped the community, including helping people find resources if it was something the Town could not provide. Staff often made phone calls and even took customers to other locations if needed. The Senior Center also provided a place for people to get out of the heat if they didn't have air conditioning. The library provided computers and Wi-Fi to help people look for jobs, shelter, rentals, etc. Staff could even help people to find out what programs they might qualify for and get them the help they need.
- Mayor Armstrong inquired where NACOG was in terms of funding for Meals on Wheels and Head Start.
 - Staff stated they had just received their letter of funding for the remainder of the year. There was a slight decrease, but not enough to where staff felt it would be noticeable. As it was federally funded, staff could not say what October 1st would look like.

3. ADJOURNMENT

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to enter into Executive Session.

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

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to adjourn the study session at 5:53 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 6:34 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, Officer Tanner Ludwig (Sgt. at Arms), Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmberg, Lieutenant Amy Chamberlin, Community Services Director Cyndi Thomas, IT Support Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and recognition to Tom and Rebecca Cutlip of Custom Towing, Chino Valley Small Business of the Quarter.

Mayor Armstrong presented the Certificate of Recognition to Tom and Rebecca Cutlip.

- b. Presentation by Frank Marbury, Public Works Director, regarding recent emergency procurements of a booster pump for the irrigation system and mower deck repair for Parks, and Supervisory Control and Data Acquisition (SCADA) system-related items for utilities.

Terri Denemy, Town Manager, presented the following:

- Town Code allowed for Emergency Procurements under Town Manager or Mayor authorization. Town Code also states that after emergency procurements are made, they need to be reported to Council at the next meeting. Therefore, more items like this may come up again in the future, so staff wanted to give Council context as to why.

Frank Marbury, Public Works Director, presented the following:

- Emergency Procurements recently made were:
 - A booster pump for the irrigation mainlines. If it wasn't fixed the grass would die which would have been thousands of dollars to fix. The total cost was \$5,695.57. It was able to fit within Town budget.
 - The control software crashed. Staff was working overtime to make sure that the machines continued running. The total cost was \$15,383.68 and fit within Town budget.
 - The mower deck of one of the tractors fell off. The mower was needed to keep fire dangers down. Parts were ordered and the mower was sent to a

certified welder to repair the frame. Staff was estimating it would be a total of \$8,034.61, but it was still in process and could end up being \$15,000. Staff felt there was budget to accommodate the repairs.

Council and staff discussed the following:

- Councilmember Switzer inquired if the booster pump was due to an APS failure.
 - Staff stated they weren't sure, but they were checking the nearby transformers and will coordinate with APS if they find that they were not supplying the proper power.
 - Councilmember Switzer inquired if there would be any chance of a claim if they were to determine it was an APS failure.
 - Staff stated they could try filing an insurance claim or call APS contacts and see if they could help the Town work through it.

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.

Russell Reed Teuscher, not a Town of Chino Valley resident, presented the following:

- He expressed concerns regarding Arizona AirCool, LLC, stating that it was operating without a business license or insurance.
- He provided the Council with pictures of the property full of cars.
- He reported that the business owner took Mr. Teuscher's money, threatened him, and refused to complete the project.
- He stated that the business is a Ponzi scheme.

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.

There were no reports from Council.

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

Terri Denemy, Town Manager, presented the following:

- Senator Mark Finchem attended this morning's veteran's breakfast.
- The Boots & Bows Daddy-Daughter dance would be held on Saturday, June 28th from 6:30 to 9:00 p.m. at Memory Park. Tickets are \$10/pair.
- Food Truck Party in the Park would be held on Saturday, July 12th from 5:00 to 9:00 p.m. Staff was hoping to have 25 different food trucks. Entry would be free.
- Coffee with the Cops would be held tomorrow morning at 8:00 a.m. at the Senior Center.

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.

Councilmember Schacherer requested to remove item 5(a) from the Consent Agenda.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Consent Agenda items b, c, and d.

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 affiliate agreement between the Town of Chino Valley and the Yavapai County Free Library District for library support services for a one-year term.
- Councilmember Schacherer inquired where the \$85,000 from the County goes.
 - Staff stated that it goes to Library services such as staff salaries, supplies, books, etc. The \$30,000 that the Friends of the Library raises each year is not enough to cover all of the library services offered.
 - Councilmember Schacherer inquired about the box being marked not to utilize technology support.
 - Staff stated that the County had one cataloger for the entire county. If the Town chose to utilize that service they would have to wait months, possibly even years to get books processed. Council had approved a cataloging position for the library starting July 1st.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Consent Agenda item a.

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 approve the May 13, 2025, study session and regular meeting minutes.
- c. Consideration and possible action to approve the May 27, 2025, regular meeting minutes.
- d. Consideration and possible action to approve the June 10, 2024, 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 on Resolution No. 2025-1289 (Conditional Use Permit CUP-2025-01) a request to allow for the construction of a 281-acre Solar Facility across parcels 306-01-300H and 306-02-003H at 3245 Jerome Junction, Chino Valley, Arizona.

Recommended Action: i) Hold the public hearing.
ii) Take action on Resolution No. 2025-1289 regarding a conditional use permit for the construction of a 281-acre solar facility.

Laurie Lineberry, Development Services Director, presented the following:

- The subject property had a Conditional Use Permit (CUP) for a solar farm several years ago.
- The property is a total of 642 acres. 281 acres were being proposed for the Wilkinson Family Solar Farm.
- Presented a history of the property and the previously approved solar farm under CUP13-003. The CUP expired before there was any activity on the site.
- After submitting for a pre-application meeting in April, following standard processing timelines, the Town held a neighborhood meeting on May 15, 2025, where one neighbor provided a letter outlining their concerns. Staff used that letter and the ordinance that was not adopted and created conditions of approval for some of the protections the property owner asked for.
- The applicant was available with a presentation about the project.

Sarah Rypkema, Prospect14, presented the following:

- Gave an overview of Prospect14 and their business model.

- Gave a brief history of the Wilkinson family and property and their plans for a solar farm.
- Provided details of the project, including acreage, energy type, and an agreement with APS.
- Discussed the benefits of solar and how it addressed resident concerns.
- Gave a birds eye view of the proposed design and distances from nearby locations.
- Discussed neighborhood outreach, including positive sentiments they received from nearby residents.
- Outlined conditions from the originally proposed ordinance that the company would adhere to.
- Provided a list of community benefits Prospect14 would bring to Chino Valley.
- Gave a brief overview of the local tax benefits.

Council and Ms. Rypkema discussed the following:

- Councilmember Schacherer asked for clarification of the water usage during construction and for cleaning the panels referring to an estimate of needing to use 50 acre feet per year in the staff report, and then five-to-10-acre feet per year once in operation.
 - Ms. Rypkema stated that there is some water used for the operation and cleaning of the panels, and they typically bring in water trucks to clean the panels so it wouldn't be taken from the local aquifer. She further stated that the Town could require them to do a full water usage plan.
 - Councilmember Schacherer also inquired how often the panels would be cleaned.
 - Ms. Rypkema stated that it depends on the project and is year by year. Monitoring systems help to evaluate production and whether impacts to production are happening.
- Councilmember Holt inquired how many lithium batteries would be used.
 - Ms. Rypkema stated it would be about 50 megawatts. She did not have the exact number of batteries.
- Councilmember Holt inquired about their fire suppression detection system.
 - Ms. Rypkema stated it was a four-step system where each container would have an alarm warning, then ventilation and smoke exhaust, then aerosol to extinguish the initial fire, and finally a dry pipe spray to control the spread.
- Councilmember Switzer inquired about the results of the environmental site assessment and wildlife review.
 - Ms. Rypkema stated that she could provide the initial consultation from those assessments. There were no wildlife corridors going through the proposed project.
- Councilmember Switzer inquired about site preparation grading and what percentage of grading was needed.
 - Ms. Rypkema stated that they did not need much grading as it was already a flat site.
- Councilmember Switzer inquired if the panels were self-turning and if they had the capability of turning for inclement weather.
 - Ms. Rypkema stated that the panels had trackers and would stow themselves during times of high winds.
- Councilmember Switzer inquired who would respond to an emergency and where they would be coming from.

- Ms. Rypkema stated that they would have a SCADA system and full weather monitoring station that would be consistently monitored. Those monitors would have local authority phone numbers and emergency contacts to coordinate with the local fire department.
- Councilmember Switzer inquired when someone from the project would respond.
 - Ms. Rypkema stated that would be handled by an operations and maintenance contract which is typically close to the projects.
- Councilmember Switzer clarified that the property was currently zoned agricultural-residential 4 acres minimum.
 - Ms. Rypkema stated that was correct.
- Councilmember Switzer inquired if it was correct that the proposed project does not have agreements in place to provide direct power to Chino.
 - Ms. Rypkema stated there was no community solar program that would allow them to do that in Chino Valley.

Mayor Armstrong opened the Public Hearing.

Stephen Cook, not a Town of Chino Valley resident, presented the following:

- He holds an advanced degree in physics from UCLA, worked for a nationally recognized solar energy engineering consulting business, and then became a university professor. He also served as a volunteer firefighter.
- He had attended several meetings regarding solar and was frustrated with the misinformation, fear-mongering, and false claims about solar. He provided the Council with a handout entitled "Rebuttals to Twelve False Claims about Solar" and discussed some of the points in more detail.
- Discussed some of the benefits of photovoltaic facilities which he supports.

Gary Beverly, Town of Chino Valley resident, presented the following:

- He lives near the project and supports it, stating that:
 1. It's an excellent location, no transmission lines were involved, and he didn't want to see the area developed into a subdivision.
 2. The Wilkinsons had been working on this since 2014, and he supported private property rights and pointed to Prop 207 being a potential legal issue for the Town.
 3. It would help to keep power in Chino Valley.
 4. The conditions were acceptable and mirrored the solar ordinance that was previously presented. He was pleased to see additional support for roads and the Peavine Trail.

Rachelle Fernow, Town of Chino Valley resident, presented the following:

- She was part of the steering committee for the General Plan and sat on the solar advisory committee that helped with the development of the proposed solar ordinance.
- She was opposed to solar in Chino Valley and discussed the reasons why including:
 1. Potential issues from Prop 207

2. The tax revenues that Prospect14 reports came from an accountant but no one knows where the numbers came from.

Keng Chan, not a Town of Chino Valley resident, presented the following:

- He stated that he is not anti-solar but is anti-solar when in close proximity to residences and communities.
- He referred to the \$1.75 million that Prospect14 says they will give the Town toward the roads and questioned where that would come from and how it would be qualified and questioned if it was not a fee if it would fall under Sheetz v. El Dorado.
- He questioned the honesty and transparency around the project, stating that a statement was made that the recent APS facility expansion had nothing to do with solar, but Ms. Rypkema stated that there was an agreement with APS for interconnection.

Rhonda Ceremony, Town of Chino Valley resident, presented the following:

- She did not believe the budget numbers that Prospect14 proposed were correct.
- She believed this project would affect potential growth at OHM.

Laura Chan, not a Town of Chino Valley resident, presented the following:

- She stated that she is not anti-solar, but it does not belong near residences.
- She asked that Council stand strong and firm and do the right thing.

April Durnez, Town of Chino Valley resident, presented the following:

- She is a neighbor to the project.
- She questioned where the water would be coming from if not from the aquifer. The largest amount that can be transported at one time is no more than 10,000 gallons.
- She did not believe this project was in the best interest of Chino Valley and could be put in a more appropriate location.
- She believed the construction would cause problems for the roadways both in their condition and increased traffic.
- She also believed that the wildlife in the area would suffer.
- She asked Council to consider a no vote on the project.

Paul Hawkesworth, Town of Chino Valley resident, presented the following:

- He purchased the Wilkinson's home and then learned about the solar project, but stated that the previous design were not this design.
- He believed that his property value would diminish with the construction of this project.
- He expressed concerns over who would oversee the facility once it was constructed and Prospect14's job was complete and sold the project to another company.
- He commended the Planning & Zoning Commission (P&Z) for making a decision rather than passing it on to the Council.

Clinton Skeens, Town of Chino Valley resident, presented the following:

- He is part of the Wilkinson family and one of the landowners and stated that the project was small and in the perfect spot.
- He stated the project would be great for the Town as it needed more energy production as the state is starved for electricity and stated that rolling blackouts would be coming.
- He didn't believe the project would affect property values and stated that everything was disclosed prior to purchase.
- He asked the Council to approve the CUP.

Shelly Gordon, not a Town of Chino Valley resident, presented the following:

- She stated that she is from Mesa and is the State Director for Arizonans for Community Choice.
- She supported the project.
- She stated that there was a lot of misinformation about the risks. She discussed APS methane plants that would be built in Arlington, AZ that pose a greater risk to health of the surrounding residents.
- She further discussed the benefits and safety of solar energy production.

Buddy Woodhurst, Town of Chino Valley resident, presented the following:

- He stated that all the numbers presented were just speculation.
- He stated that the amount of land that would be used for the project is a small portion of the 2,000 acres included in the property.
- He stated that the original CUP was dropped because APS was not willing to sign an interconnection permit. APS decided to sign it when Prospect14 joined the project.
- He stated that the energy would go into the grid, but if Chino Valley needed emergency power, they would have the capability to use it.
- He stated the family would not be selling the property.
- He stated that annexing this property into the CAFMA fire district would also open Haystack to being able to annex into the fire district.
- He asked the Council to approve the CUP.

Ryan Shrimplin, not a Town of Chino Valley resident, presented the following:

- He works for DEPCOM Power, an engineering and construction firm based in Arizona. His company would be a partner with Prospect14.
- Gave a brief overview of the company, their core values, social stewardship, and projects.

Mayor Armstrong closed the Public Hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to take action on Resolution No. 2025-1289 regarding Conditional Use Permit for the construction of a 281-acre Solar Facility.

Discussion ensued between Council and staff regarding what action could be taken regarding this item.

Vice-Mayor Granillo retracted his previous motion.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to deny Resolution No. 2025-1289 relating to CUP 2025-01 based on the applicant failing to meet its burden of proof under UDO Section 1.9.3(A).

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

NAY: Councilmember Sherri Phillips

6 - 1 Passed

- b. Public hearing, consideration, and possible action to approve Ordinance No. 2025-953, amending Unified Development Ordinance Section 3.5 to add the AR-36 Zoning District.

Recommended Action: i) Hold the public hearing
ii) Approve Ordinance No. 2025-953, amending Unified Development Ordinance Section 3.5 to add the AR-36 Zoning District.

Laurie Lineberry, Development Services Director, presented the following:

- This item was regarding a text amendment which was previously in the Town's UDO but was removed in 2020 due to there being no properties zoned as AR-36. However, there are still sections in the code that reference AR-36, and the zoning district was included in the General Plan.
- This text amendment would create the opportunity for people with larger acreages to rezone to AR-36 and have the ability to do several items that don't necessarily mean houses.
- The amendment was taken to the zoning committee, and they added and changed some language. It was then taken to P&Z and agreed it was a good idea to put the zoning district back in to give those with larger acreage more options.

Council and staff discussed the following:

- Councilmember Schacherer inquired what the difference was between feed lots and feed yards.
 - Staff stated that it depends on what state you're in and who you talk to. Staff omitted them from this district because they do not have them defined and will hopefully be part of the livestock ordinance. Feed lots are typically an enclosed pen with no movement, meant for fattening up cattle for sale at market. Feed yards are typically more open range, but still a smaller area, such as 200 acres for 400 cattle. It related to where the animal's waste was going, whether it was confined, or spread over a larger area.
- Councilmember Holt was confused about allowing one residential house, one side house up to 1,200 square feet, and worker housing. He inquired if there would be three forms of housing allowed. He also inquired about building height and if it was regarding residential buildings.

- Staff stated it could be. If someone had a dude ranch with workers living at the ranch, it would be like worker housing.
- Staff stated the height restrictions were total and more related to barns and silos.
 - Councilmember Holt stated that the fire district in Chino Valley has no apparatus capable of a three-story building and a 50-foot building would be over three stories. He felt that section should specify that the residential buildings cannot be taller than 30 feet.
- Councilmember Switzer inquired where the 36 acres came from as it sounded like an arbitrary number.
 - Staff stated that's what was in the code previously, and they didn't want to change it as there were references to it throughout. It was likely tied into a section as 40 acres was a "section" of land. If Council wanted that number changed, staff would have to go back through the code and make changes. It also wouldn't match the General Plan.
 - Staff pointed to ARS § 32-2101 as a possible reason for the number of 36 acres.
- Councilmember Switzer stated that there were no restrictions on dairy farms.
 - Staff stated they don't list what a landowner can't do, they only list what landowners can do. The section about not allowing feed lots was taken from another section of the code. The new code would not include exclusions such as that. Either way, dairy farms would not be allowed.

Mayor Armstrong opened the Public Hearing.

There were no requests to speak.

Mayor Armstrong closed the Public Hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to approve Ordinance No. 2025-953, amending Unified Development Ordinance Section 3.5 to add the AR-36 Zoning District.

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

NAY: Councilmember Larry Holt

6 - 1 Passed

Councilmember Holt stated he was opposed because there was not an amendment regarding the housing height.

- c. Consideration and possible action to approve the Second Amendment to the Contract for SR-89 Right-of-Way Landscape Maintenance Services with Titan Landscape Management in the amount of \$103,131.84 for one year.

Recommended Action: Approve the Second Amendment to the Contract for SR-89 Right-of-

Way Landscape Maintenance Services with Titan Landscape Management in the amount of \$103,131.84 for one year.

Frank Marbury, Public Works Director, presented the following:

- Gave a brief history of the contract with Titan Landscaping which went out for bid in 2020 to maintain behind the curb along SR-89 per the requirements of an intergovernmental agreement with ADOT.
- Provided the scope of work and original price of \$100,128. An increase of 3% would make the new price \$103,131.84.

Council and staff discussed the following:

- Councilmember Schacherer inquired if Titan Landscaping had a subcontractor doing work for them.
 - Staff was not aware of that being the case. However, they have a different company name (Praying Mantis) for the spraying work they do, but it's still under Titan Landscaping.
- Councilmember McCafferty inquired why this item didn't fall under the Consent Agenda.
 - Staff stated that anything that is a high dollar number they feel is appropriate to bring to Council.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve the Second Amendment to the Contract for SR-89 Right-of-Way Landscape Maintenance Services with Titan Landscape Management in the amount of \$103,131.84 for one year.

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

- d. Consideration and possible action to provide direction to Public Works regarding street maintenance, particularly with dirt streets that may or may not have right-of-way.

Recommended Action: Staff recommends a motion to approve the public use access system map:

1. As presented
2. With changes noted

Frank Marbury, Public Works Director, presented the following:

- Gave a brief overview of the Town Rights-of-Way and what the Town Code says about them.
- Provided a map of the Town streets. The streets marked in green are streets the Town maintains, the streets marked in purple are streets the Town does not maintain.

- Discussed some of the roads that have partial right-of-way, such as Outlaw Road which the Town has right-of-way until the last two houses. Good Sheperd has a well in the middle of the road and, while the Town has right-of-way, it's never been maintained. Reyes Road had a similar story. Staff passed along a story from a Town resident that lives on a street that has right-of-way but is not maintained by the Town, who tried to take on some of the maintenance herself, and it ended with requiring police presence. Another resident, a disabled veteran, asked staff to pass along their story that the ride-share program does not want to come down Outlaw Road to their home because of the condition of the road.
- Staff proposed that Council decide whether they want the Town to take on maintenance other than what's shown in green.

Council and staff discussed the following:

- Councilmember Switzer inquired if they could just take on roads that have full right-of-way and get a request for maintenance.
 - Staff stated that the way Town Code reads for requests for maintenance is that the citizens can petition Council for maintenance of an existing road and the policy has been that the Town Engineer would recommend that if the road was brought up to current Town standards of full payment. Very few homeowners could afford that expense.
- Andrew McGuire, Town Attorney, stated that it is less problematic to have the right-of-way. The roads that have partial right-of-way often do not come with full cooperation to gain full right-of-way. Previous Councils had expressed clear direction that the acquisition of those parcels was not on the table, nor was condemnation. Staff would prefer to start with roads that do not have property issues if the Council's direction is to move forward. There may need to be a few addenda to deal with some of the more difficult issues like the well in the middle of the road.
- Councilmember Schacherer stated that Reyes Road has a sign that says it is a private road, not maintained by the Town. He inquired why the police would have been called over someone grading the road.
 - Staff did not have more information on the situation other than one neighbor wanted to maintain the road, and the other did not.
 - Councilmember Switzer inquired if the Town owned that sign.
 - Staff believed that the sign was installed by the Town.
- Vice-Mayor Granillo inquired what it would cost to maintain 8 miles of road.
 - Staff stated they hadn't run the numbers, but believed it was something they could handle with current staff to just put down some road base gravel and blade it occasionally.
 - Councilmember Schacherer inquired if the Town had the equipment to do that.
 - Staff confirmed they did.
- Councilmember McCafferty inquired about Shelby Court and what exactly the Town owned.
 - Staff stated the Town has 25 feet of right-of-way on that road.
- Councilmember Switzer inquired if this could be a case-by-case basis between Public Works and the Town Manager.
 - Staff stated that Council would still need to accept roads for maintenance.
 - Andrew McGuire, Town Attorney, stated that what staff wanted this item to result in is a clear direction on how projects are brought forward for

maintenance. Whether to bring in whatever falls in this box, or on a case-by-case basis.

- Council discussed taking responsibility for the roads that have full right-of-way.

There were requests for public comment on this item, but those speakers were not present when called.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve the public use map as presented with the changes of accepting the roads for maintenance that have full right-of-way.

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

- e. Consideration and possible action regarding a request to establish a 15 mph school zone along West Road 1 North.

Recommended Action: Staff has no recommendation in favor or opposition to the school zone. Options for motions include:

1. Motion to approve the establishment of a 15 mph school zone for Life Prep Academy along West Road 1 North, directing staff to return with a resolution to do so at the next meeting.
2. Motion to deny the establishment of a 15 mph school zone for Life Prep Academy along West Road 1 North.

Frank Marbury, Public Works Director, presented the following:

- Staff received a request to install a 15-mph zone in front of the Life Prep Academy private school. The school is just west of the highway and east of North Road 1 West.
- Gave an overview of the daily traffic through that area and the history of accidents.
- The other school zones in Town are for public schools; there were no school zones for private schools. Prescott and Prescott Valley have school zones for their private schools.
- The Public Works Department and Police Department had no formal recommendation either way.

Council and staff discussed the following:

- Councilmember Schacherer mentioned that the school had a large half circle drive for pick-up and drop-off, and they had a lot of parking. He inquired about installing a flashing caution sign.
 - Andrew McGuire, Town Attorney, stated that if they were going to address it with some kind of signage, they don't want to do it with something that isn't

already in their system or an approved set of devices they would normally use.

- Councilmember Holt inquired where on the street speeds were being measured.
 - Staff stated they were near the school, approximately 600-700 feet off the highway.
- Councilmember Switzer inquired what grades the school provides for.
 - Pastor Todd League stated that they have a daycare/preschool and Life Prep Academy which is an elementary school.
 - Councilmember Switzer inquired how many students arrived by walking or bicycle.
 - Pastor Todd League stated that 99% of the students are dropped off by family or friends. The drop-off zone gets backed up when people are trying to make a left or right out of the parking lot and speeders come through and parents were complaining.
- Councilmember McCafferty inquired where the school zone would be located if it were adopted.
 - Staff stated that it would follow the model of the public schools, which was something like property line to property line. Staff would work with the Police Department to find the best locations.
- Mayor Armstrong inquired what the difference was between a school zone or just designating it 15 mph.
 - Staff stated that a school zone would be limited to when school was in session.
- Councilmember Switzer stated that it seemed like a good spot to have PD step up enforcement during drop-off and pick-up times.
- Vice-Mayor Granillo inquired about the cost of a sign.
 - Staff stated they didn't have those numbers on them, but a sign with lights would be within a few hundred dollars. A lighted sign would likely have solar rather than tying it into a transformer.

MOVED by Councilmember Robert Switzer, seconded by Councilmember Sherri Phillips to deny the establishment of the 15-mph school zone for Life Prep Academy along West Road 1 North.

AYE: Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: Mayor Tom Armstrong, Vice-Mayor Eric Granillo

5 - 2 Passed

Councilmember Switzer asked for increased police department enforcement along that stretch of road.

- f. Public Hearing regarding Resolution No. 2025-1286, relating to the Town's Final Budget for Fiscal Year 2025/2026 and the proposed expenditure limitation for the same year, in the amount of \$46,716,189.

Recommended Action: Hold the public hearing.

Katie Pehl, Finance Director, presented the following:

- Council approved the tentative budget on May 27th and there were no changes to the budget since that time.
- Approval of the final budget would set the budget for the year at \$46,716,189, about \$6 million less than last year.
- The two items following this item would be public hearings regarding the Street Lighting Improvement Districts and the Maintenance Improvement District.

Mayor Armstrong opened the Public Hearing.

There were no requests to speak.

Mayor Armstrong closed the Public Hearing.

- g. Public Hearing regarding Resolution No. 2025-1287, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for Fiscal Year 2025/2026, which shall constitute the budgets of the Districts for Fiscal Year 2025/2026.

Recommended Action: Hold the Public Hearing.

There was no discussion on this item.

Mayor Armstrong opened the Public Hearing.

There were no requests to speak.

Mayor Armstrong closed the Public Hearing.

- h. Public Hearing regarding Resolution No. 2025-1288, relating to the Statement and Estimate of Expenses of the Del Sol Maintenance Improvement District for Fiscal Year 2025/2026, which shall constitute the budget of the District for Fiscal Year 2025/2026.

Recommended Action: Hold the Public Hearing.

Katie Pehl, Finance Director, presented the following:

- This is a relatively new district and the first year the Town was assessing the full estimated maintenance costs to the property owners.

Mayor Armstrong opened the Public Hearing.

There were no requests to speak.

Mayor Armstrong closed the Public Hearing.

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Robert Switzer to adjourn the regular meeting at 8:41 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

SPECIAL MEETING

1. CALL TO ORDER; ROLL CALL

Mayor Armstrong called the meeting to order at 8:51 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, Officer Tanner Ludwig (Sgt. at Arms), Development Services Director Laurie Lineberry, Finance Director Katie Pehl, Lieutenant Amy Chamberlin, IT Support Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Town Clerk Erin N. Deskins

2. Consideration and possible action to approve Resolution No. 2025-1286, relating to the Town's Final Budget for Fiscal Year 2025/2026 and the proposed expenditure limitation for the same year, in the amount of \$46,716,189.

There was no discussion on this item.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Resolution No. 2025-1286, relating to the Town's Final Budget for Fiscal Year 2025/2026 and the proposed expenditure limitation for the same year, in the amount of \$46,716,189.

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

NAY: Councilmember Larry Holt

6 - 1 Passed

3. Consideration and possible action to approve Resolution No. 2025-1287, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for the Fiscal Year 2025/2026, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2025/2026.

There was no discussion on this item.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve Resolution No. 2025-1287, relating to the Statements and Estimates of Expenses of the Town of Chino Valley Street Lighting Improvement Districts for the Fiscal Year 2025/2026, which shall constitute and are approved as the final budgets of the Districts for Fiscal Year 2025/2026.

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 - Unanimously

4. Consideration and possible action to approve Resolution No. 2025-1288, relating to the Statements and Estimates of Expenses of the Del Sol Maintenance Improvement District for the Fiscal Year 2025/2026, which shall constitute and are approved as the final budget of the District for Fiscal Year 2025/2026.

- Councilmember Schacherer inquired if the estimate would go out for a quote every year.
 - Staff stated that the Town is just now starting to take over the district. The prior owner was paying around \$2,700 per year. If it comes in over \$2,500 it would go out for quotes. If it was under \$2,500 staff could do a direct selection. This item would come back to Council every year.
 - Staff further explained that they can have a contract with very defined costs that could be charged back.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to approve Resolution No. 2025-1288, relating to the Statements and Estimates of Expenses of the Del Sol Maintenance Improvement District for the Fiscal Year 2025/2026, which shall constitute and are approved as the final budget of the District for Fiscal Year 2025/2026.

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

5. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn the meeting at 8:55 p.m.

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

NAY: Councilmember Robert Schacherer

6 - 1 - PASSED

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 Study Session, Regular Meeting, and Special Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 24th day of June, 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: 8/26/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the July 8, 2025, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the July 8, 2025, study session and regular meeting minutes.

ATTACHMENTS:

1.	2025 07 08 CC SS RG MND
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**MINUTES OF THE STUDY SESSION AND
REGULAR MEETING OF THE TOWN COUNCIL
OF THE TOWN OF CHINO VALLEY**

TUESDAY, JULY 8, 2025

5:00 PM

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

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Vice-Mayor Granillo called the meeting to order at 5:01 p.m.

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

Absent: Mayor Tom Armstrong

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill

2. Discussion regarding a Statement of Direction on the Solar Ordinance text amendment.

Terri Denemy, Town Manager, presented the following:

- Laurie Lineberry and Will Dingee had presented the Council with the questions that would be addressed tonight ahead of time so Council understood the nuance of the items staff wanted to talk through.

Andrew McGuire, Town Attorney, presented the following:

- This process was borrowed from a similar-sized Town to produce a coherent document with all the pieces in place.
- Staff would be working to expedite the process by providing the document to Council prior to advertising for the next Planning & Zoning (P&Z) meeting to see if any red flags came up that would require another meeting to provide more discussion.

Staff and Council discussed the following:

- Councilmember McCafferty inquired why they couldn't have an Ordinance that says, "we have a moratorium on residential use solar."

- Andrew McGuire, Town Attorney, stated that they have to define residential use which sounds simple, until you start writing it. He stated they needed to state what it is and what it is not. Council may say it's ok with a business providing solar just to power their own business, but some businesses, such as data centers, require a lot of power and would likely be more than could be put on the building. These were the types of scenarios staff did not have answers on.
- Councilmember Schacherer inquired how hard it would be to define residential. And stated it's simply where you live.
 - Staff stated it could also be apartment buildings as they are considered residential.
 - Discussion ensued regarding roof-mounted and ground-mounted solar and whether roof-mounted could be a requirement.
 - Discussion ensued regarding following APS's standard of not being able to generate 10% more than the home uses.
- Staff guided Council through the questions for discussion.
- Discussion ensued regarding Council's definition of Utility Scale Solar (USS).
 - The consensus was that USS generates electricity primarily for sale.
 - Discussion ensued whether Chino Valley would ever want to produce a micro-grid to supply the Town with power, but due to the franchise agreement with APS it was determined to not be a likely scenario.
- Staff felt the answer to the first question also answered the next four questions.
- Discussion ensued regarding solar systems without battery energy storage systems (BESS).
 - The consensus was that solar systems with and without BESS should be treated the same.
- Discussion ensued regarding the Council's definition of community-scale solar including topics such as building- or ground-mounted, providing energy to a subdivision, providing energy to a business, putting limitations on the number of panels or acreage, conditional use permits, etc.
 - The consensus was that community-scale generates power for more than one house or building. Council further expressed that they did not want to entertain any avenue to allow community-scale solar.
 - For massive energy users such as data centers, Council expressed that they could only have panels on the structure, no ground-mounting.
- Discussion ensued regarding solar on covered parking.
 - The consensus was to allow solar on covered parking up to the amount of parking needed for the facility.
- Discussion ensued regarding ground-mounted panels in a multi-acre property to generate electricity for the home.
 - Council indicated that as long as the homeowner utilizes the APS standard of producing no more than 10% of what was used, it should be allowed.
 - Discussion ensued regarding being completely off the grid and possible limitations that should exist in those instances.
 - Staff stated the natural limitation in this instance would be not allowing battery storage.
- Discussion ensued regarding enforcement of not generating enough energy to sell.
 - Staff stated the enforcement would be done during the design.
- Discussion ensued regarding BESS.

- The consensus was that BESS would not be allowed in any format, whether standalone or paired with solar, but would be allowed in single-family homes in relation to their solar, would not be allowed to store someone else's power, and would be reviewed during the planning process.
 - Staff would discuss the matter further and come up with maximum allowable capacity limits in relation to building code requirements. Further discussion ensued regarding code updates to make sure houses are protected from battery fires.
- Discussion ensued regarding APS discussions of adding batteries to residences to store power there; staff stated this was very theoretical.
 - Andrew McGuire, Town Attorney, stated the Council might want to prohibit that until there were more facts and amend the ordinance at that time.
- Discussion ensued regarding making changes to the BESS provisions if it switched over to something other than lithium.
 - Council indicated it would depend on what it changed to and would make a decision at that time.
- Discussion ensued regarding concentrated solar power (CSP).
 - Council indicated prohibition of CSP across the board.
- Discussion ensued on how Council would like to define utility scale wind.
 - Council indicated that it should be defined the same way as solar.
 - Further discussion ensued regarding height limits, quantity per parcel, conditional use permits, etc.
- Discussion ensued regarding public utilities and APS facilities.
 - Council indicated that there should be no expansion beyond what had already been installed in Town, including BESS.
 - Further discussion ensued regarding what the franchise agreement allows, conditional use permits, changes to the existing code and potential Prop 207 claims.
- Councilmember McCafferty discussed adding a provision that future changes should be adopted via a supermajority of the Council, rather than simple majority.
 - Andrew McGuire, Town Attorney, stated that he did not believe the Council had that authority. Furthermore, it could not be taken to the voters. Staff would look into it further.
- Councilmember Switzer inquired if the General Plan needed to be amended to reflect the ordinance.
 - Andrew McGuire, Town Attorney, stated that the General Plan was simply a framework for building a process by which the Council would consider solar, and this process implements that consideration.
 - Staff stated that when the General Plan is updated in eight more years, the provision would be removed.
- Staff stated that they would team up with the attorney to update the text and bring it to Council to see if they could move forward without a second meeting. If so, it would then go to P&Z. If not, staff would schedule another meeting.
- Staff discussed advertising deadlines and possible meeting dates.

3. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty 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 6:04 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, Officer Dylan Wilhide (Sgt. at Arms), Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Economic Development Manager Maggie Holmberg, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and update from Vincent Gallegos regarding Central Yavapai Metropolitan Planning Organization (CYMPO).

Vincent Gallegos, Executive Director of CYMPO, presented the following:

- Discussed the organizations vision and mission.
- Discussed the history of the organization and its expansion from 401 to 6,000 square miles.
- Gave an overview of the CYMPO Executive Board.
- Discussed the amount of money spent on projects during the last 10 years, and goals for the next 10 years.
- Gave a breakdown of the priority projects for FY25, although none of them were ultimately funded. Further discussed the price of projects and adjustments to cost due to inflation.
- Gave a breakdown of the projects and funding requests for FY26 at just under \$48 million.

Bryn Stotler, Planner, presented the following:

- Discussed how CYMPO organizes their various plans through their 2050 Regional Transportation Plan which looks at development data, current and future housing, transit opportunities, etc., to identify where investments should be made. The plan is updated every five years.
- Discussed CYMPO's Active Transportation Plan which addresses bicycle and pedestrian facilities.

Jessi Sorteberg, Regional Grants Manager, presented the following:

- Discussed grant projects that she had worked on with Town of Chino Valley staff including:
 - The design of a multi-use path to go from East Road 2 North and North Road 1 East up to and along Perkinsville Road.
 - A study on State Route 89 to provide a supplemental safety action plan for the Town of Chino Valley with emphasis on school zones.
 - An additional grant to have the match for the supplemental safety action plan paid for.

Bryn Stotler, Planner, presented the following:

- Discussed conservation in relation to funding CYMPO receives, often with a large component with environmental funding such as trailheads, trail planning, open space, etc.

Amanda Hardt, Planner, presented the following:

- Discussed the Regional Trails Plan CYMPO would be developing along with SDR Consulting Firm. SDR had also collaborated with the Upper Greater Chino Valley Collaboration and the Prescott Circle Trail.
- The project would take 18 to 24 months and focus on:
 - Transportation alternatives
 - Emergency response
 - Evacuation support
 - Ecotourism strategies for recreation
 - Environmental resilience

Leslie Contreras, Regional Development Manager, presented the following:

- Discussed microtransit service YavaLine, which CYMPO recently took over.
- Discussed integrating YavaLine with Chino Valley's Yavapai Regional Transit to create a regional system.
- Gave a breakdown of YavaLine utilization over the last three years.

Council and Vincent Gallegos discussed the following:

- Councilmember Schacherer asked for clarification on the days YavaLine is available.
 - Mr. Gallegos stated that it is currently operating Monday through Friday from 6:00 a.m. to 8:00 p.m. However, they just started a pilot program for

Saturdays to bring people to the Prescott Farmer's Market. The pilot program would be ongoing for three months.

- Councilmember McCafferty inquired where the Great Western Connector was in terms of planning.
 - Mr. Gallegos stated that it fell out of the next 25 years of priorities as it would likely cost well over \$350 million. One mile of improvement to Highway 69 has taken 10 years and \$12 million. He did not feel the Great Western Connector (a road connecting Prescott Valley to the east side of Chino Valley) was something the region would be capable of accomplishing.

- b. Presentation and annual update provided by Richard Hernandez, Executive Director, Government Relations; and Rodeny Jenkins, Vice President of Community Relations & Student Development with Yavapai College.

Richard Hernandez, Executive Director of Government Relations, presented the following:

- Rodney Jenkins was not able to attend today.
- Mr. Hernandez shared a video from Yavapai College that discussed the college, its various locations, facilities, degrees, certificates, workforce training, etc., as well as financial benefit to students and the community.
- Discussed the last graduation where 1,250 degrees and certificates were earned. 60 of the students earned a 4-year bachelor's degree.
- The college offered several four-year degrees and they were committed to adding another every year.
- Yavapai College offered four-year degrees for about \$170/credit hour. ASU currently charges \$750/credit hour.
- Discussed the Regional Economic Development Center, which is not available at any other community college in the area.
- Yavapai College is the first community college in the nation to offer a 92-credit hour (3-year) bachelors degree.

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.

Russell Teuscher, Town of Chino Valley resident, presented the following:

- Thanked the Council for allowing him to speak, and thanked Councilmember Schacherer and Town Manager Terri Denemy for calling him and speaking with him. They did him a great service.
- He reported that Arizona AirCool had to get a business license.

- He discussed the Town's process of issuing business licenses and felt there could be some improvements.
- He apologized for his conduct at the last meeting.

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.

There were no reports from Council.

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

Terri Denemy, Town Manager, presented the following:

- Commended Maggie Holmberg, Economic Development Manager, for acquiring a Town advertisement on the last page of Arizona Highways. It would generate a lot of great tourism traction for the Town.
- The Town has a new webpage and brochures to help with raising funds for the Fred Harvey buildings.
- The Town was donated horse sculptures from Gene Galazan, a local sculptor and artist, using found treasures in junkyards and scrap piles. They could be seen at Town Hall.
- Public Works would be launching Chino Valley Connected to residents starting next week. The announcements would come via social media, Talk of the Town, press releases, etc.
- The Food Truck Festival will be held July 12th from 5 to 9 p.m. Entry will be free.

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 John McCafferty to approve Consent Agenda items a, b, and c.

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 adopt Resolution No. 2025-1289, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2025/2026, pursuant to Section 48-616, Arizona Revised Statutes.
- b. Consideration and possible action to adopt Resolution No. 2025-1290, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Del Sol Maintenance Improvement District for fiscal year 2025/2026, pursuant to Section 48-574, Arizona Revised Statutes.
- c. Consideration and possible action to acknowledge Scrivener's correction to Ordinance No. 2025-951 dated May 13, 2025, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors.

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 a Statement of Direction on the Solar Ordinance text amendment.

Recommended Action: Based on the Study Session consensus, approve the Town Council Statement of Direction on the Solar Ordinance text amendment.

Terri Denemy, Town Manager, presented the following:

- Staff felt confident in the study session that additional engagement was not necessary unless Council decided otherwise.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve the Statement of Direction as supplemented by discussion and consensus during the study session for use by Town staff with Town Council guidance to create and move forward a recommendation of ordinance language through Planning & Zoning for the Town Council to consider on September 23rd, or the closest available Council meeting after that date

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 Councilmember Larry Holt 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 Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 8th day of July, 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: 8/26/2025
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Ordinance No. 2025-955, increasing the transaction privilege tax rate from 2.0% to 3.0% on manufactured building sales.

SUMMARY:

In 2017, the Town's sales tax rate on manufactured buildings was reduced from 4.0% to 2.0%. In April 2019, the Council considered restoring the rate to 4.0%; however, the motion failed due to the lack of a second. At Council's request, staff has revisited the tax rate. After review, and in an effort to create greater equity between manufactured buildings and site-built homes, staff recommends the Council consider increasing the rate from 2.0% to 3.0%. At the May 13, 2025, Council meeting, the notice of intent was approved, and the hearing date was set for August 26, 2025. Staff then prepared a Manufactured Building Tax Rate Analysis and posted the report and the notice of intent on the Town website.

Following the public hearing, if Council approves the proposed change through adoption of Ordinance No. 2025-955, staff will submit notice of the rate adjustment to the Arizona Department of Revenue (ADOR) and the League of Arizona Cities and Towns. The notice will be submitted at least 60 days in advance of the proposed effective date of November 1, 2025.

PREVIOUS ACTION:

December 13, 2016 – Following a public hearing, Town Council reduced the tax rate on Manufactured Homes from 4% to 2%.

March 1, 2017 – The reduced tax rate went into effect.

April 9, 2019 – Town Council considered increasing the tax rate on manufactured buildings back to 4%; the motion failed due to lack of a second.

April 22, 2025 – Town Council discussed the potential increase and tabled the item to come back at the May 13, 2025, meeting for further discussion.

May 13, 2025 - Town Council adopted the Notice of Intent and set a public hearing for August 26, 2025, to consider increasing the transaction privilege tax rate to 3% on manufactured buildings. The notice was published on the Town's social media page, website, in the Prescott Courier on August 3, 2025, and August 10, 2025, and in the Chino Valley Review on August 13, 2025, and August 20, 2025.

STAFF RECOMMENDATION:

1) Hold the public hearing; 2) Approve Ordinance No. 2025-955.

FISCAL IMPACT?

By increasing the tax rate, additional tax revenue will be collected.

ATTACHMENTS:

1.	ORD 2025-955 - Amending Tax Code
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ORDINANCE NO. 2025-955

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE TAX CODE OF THE TOWN OF CHINO VALLEY, ARTICLE IV, PRIVILEGE TAXES, BY AMENDING SECTION 32.25-427, MANUFACTURED BUILDINGS, TO INCREASE THE TRANSACTION PRIVILEGE TAX RATE ON SALES OF MANUFACTURED BUILDINGS; AND PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND FOR SEVERABILITY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley ("Town Council") has determined that the Town's current transaction privilege tax rate on sales of manufactured buildings is lower than that of other municipalities in the surrounding area; and

WHEREAS, the Town Council desires to increase the transaction privilege tax rate on such business activities; and

WHEREAS, the Town provided notice and held a public hearing on the transaction privilege tax rate modification as required by Ariz. Rev. Stat. § 42-6054; and

NOW, THEREFORE, BE IT ORDAINED 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 Tax Code of the Town of Chino Valley is hereby amended by amending the transaction privilege tax rate in Article IV, Privilege Taxes, Section 32.25-427, Manufactured Buildings, subsection (a), as follows (**ADDITIONS**; ~~deletions~~):

- (a) The tax rate shall be at an amount equal to ~~two~~ **THREE** percent (~~2~~**3**%) of the gross income, including site preparation, moving to the site, and/or set-up, upon every person engaging or continuing in the business activity of selling manufactured buildings within the Town. Such business activity is deemed to occur at the business location of the seller where the purchaser first entered into the contract to purchase the manufactured building.

SECTION 3. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held to be invalid or unconstitutional by the decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 26th day of August 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, P.L.C.

I hereby certify that the above foregoing Ordinance No. 2025-955 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on August 26, 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



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 8/26/2025
CONTACT PERSON: Joshua McIntire, Chief of Police, Marrilee Easton, Civilian Officer Supervisor
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Intergovernmental Agreement (IGA) for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

SUMMARY:

The purpose of this agreement with Yavapai County is to formalize cooperation and assistance in preparing for, responding to, and recovering from emergencies and disasters that could affect the Town of Chino Valley. Entering into this agreement, the Town would be fulfilling its responsibility to protect residents during emergencies, leveraging shared resources to enhance our readiness and response, and strengthening our resilience as a community.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Intergovernmental Agreement (IGA) for regional emergency operations management and disaster services between the Town of Chino Valley and Yavapai County.

FISCAL IMPACT?

Available budget: General Fund - Yavapai County Emergency Management IGA	\$7,500.00
Less this approval item: IGA with Yavapai County	-\$6,770.40*
Remaining budget: General Fund - Yavapai County Emergency Management IGA	\$729.60

**Amount at the rate of \$0.52 per person for 13,020 people (based upon the 2020 Census data).*

ATTACHMENTS:

1.	Final 2025 YC Emergency Management IGA
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INTERGOVERNMENTAL AGREEMENT FOR
REGIONAL EMERGENCY OPERATIONS MANAGEMENT
AND DISASTER SERVICES BETWEEN
YAVAPAI COUNTY
AND
TOWN OF CHINO VALLEY

This Regional Disaster and Emergency Management Services Agreement (“Agreement”) goes into effect on the ____ day of _____, **2025** (the “Effective Date”), by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the Town of Chino Valley, an Arizona municipal corporation (“Public Agency”).

STATUTORY AUTHORIZATION

County and Public Agency are empowered by A.R.S. §§ 11-951 *et seq.* and A.R.S. § 26-308 to enter into this Agreement.

PURPOSE

WHEREAS, there is an existing possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from natural, technological, man-made, or national security causes; and

WHEREAS, the parties mutually desire that preparation shall be adequate to provide for the common defense against disaster; and

WHEREAS, the parties mutually desire to assure the coordinated preparation and execution of emergency management programs and plans for the preservation of life and property when disasters occur in accordance with the guidance set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121-5207; Post Katrina Emergency Management Reform Act of 2006, Public Law 109-295; applicable Federal Emergency Management Guides and Directives; and applicable State of Arizona Emergency Plans;

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and of the mutual covenants contained herein, it is hereby agreed by and between County and Public Agency as follows:

DEFINITIONS

1. “Public agency” has the same definition as that contained in A.R.S. § 11-951.
2. “Participating Public Agencies” means those public agencies that have active agreements for Disaster and Emergency Management Services with County.
3. “Population” means the most recent U.S. census figure for each Participating Public Agency. This figure is normally calculated every 10 years, but if a supplementary census is conducted out of the 10-year cycle, the supplementary census numbers will be used, provided that all participating public agencies are included in the supplementary census.

TERMS OF AGREEMENT

1. County Obligations. County shall:

- a. Prepare and maintain one or more County Emergency Operations Plans (“EOP”) in accordance with the Comprehensive Preparedness Guide (CPG) 101, giving due consideration to hazards that affect all areas of the County.
- b. Advise and assist Public Agency in developing, reviewing, updating, publishing, and distributing an EOP created by Public Agency, or in adopting the Yavapai County EOP.
- c. Advise and assist the Public Agency in developing, reviewing, updating, publishing, and distributing Continuity of Operations Plans (COOP). The Public Agency also has the option to utilize BOLDplanning¹ for their COOP needs, should they choose to do so.
- d. Prepare and maintain a Multi-Jurisdictional Hazard Mitigation Plan that is in conformance with Title 44 Code of Federal Regulations Part 201.6 Local Mitigation Plans that is available for adoption by local jurisdictions to maintain access to FEMA funding for mitigation or public assistance.
- e. Prepare and maintain a Community Wildfire Protection Plan that aligns with the requirements set forth in the Healthy Forests Restoration Act of 2003 that is available for adoption by local jurisdictions to maintain access to federal grant dollars.
- f. Prepare and maintain an Integrated Preparedness Plan (IPP) that aligns with the requirements set forth in the Emergency Management Performance Grant (EMPG) Program, which is available for local jurisdictions’ training and exercise needs.
- g. Advise and assist the Public Agency with the disaster and emergency management training of employees designated by the Public Agency.
- h. Provide and maintain a coordinated County-wide emergency management program for extraordinary operational systems not provided for in normal governmental operations, including alert, warning, and communications systems, comprehensive emergency management and planning, and an emergency operations center.
- i. Disseminate emergency alerts through the Integrated Public Alert and Warning System (IPAWS) at the request of the Public Agency when criteria for such alerts are met.
 - (1) Alerts will only be issued by the Yavapai County Office of Emergency Management (YCOEM) when requested by authorized persons by the Agency Having Jurisdiction (AHJ).

¹ BOLDplanning Inc., a division of Prepara, develops online software for EOP, COOP, Business Continuity Planning, and Hazard Mitigation.

- (2) If an external agency requests the issuance of an alert within the AHJ, YCOEM will not issue the alert immediately. Instead, YCOEM will validate the request with the AHJ's point of contact.
- j. Provide and maintain, and issue access to, a comprehensive emergency management software tool to expedite the emergency operations center processes and for sharing information.
- k. Plan for the development and maintenance of an electronic interactive resource database of government-owned and other resources available for use in the event of a disaster.
- l. Provide assistance with local emergency declarations and obtaining federal and state funds available to Public Agency for emergency management and disaster purposes.
- m. Advise and assist Public Agency in the timely preparation of reports and other documentation required by the state or federal governments for emergency management purposes.
- n. Offer coordination assistance to Public Agency for major events or disasters affecting Public Agency.
- o. In its sole discretion, have the option to act as a primary or backup Emergency Operations Center for Public Agency if resources are available.
- p. Assist the Public Agency in designing, developing, delivering, and reporting after-action exercises to evaluate its disaster response capabilities, upon request. For documentation purposes, YCOEM will complete an After-Action Report for any incident involving their personnel.
- q. Activate shelters that are compliant with the Americans with Disabilities Act through the American Red Cross, Animal Disaster Services, and Large Animal Shelter & Emergency Readiness, when requested.
- r. Advise and assist Public Agency with public awareness and education including but not limited to:
 - (1) Develop disaster response pamphlets or handouts that the Public Agency can reproduce and distribute to the public through libraries, community centers, and senior centers within its jurisdiction.
 - (2) Suggest public outreach activities on disaster and emergency-related subjects to schools, civic groups, and similar organizations.
 - (3) Coordinate with Public Agency to assist with public outreach activities such as staffing information booths at fairs, safety days, and similar events, when staffing allows.
- s. Notify Public Agency of its annual assessment for each upcoming fiscal year no later than March 1 of the Preceding Fiscal Year.

- t. Assist Public Agency with other disaster and emergency management programs as may be agreed upon.
- u. In accordance with A.R.S. § 26-308, “Each county and incorporated city and town of the state shall establish and provide for emergency management within its jurisdiction in accordance with state emergency plans and programs.” This Agreement does not satisfy this obligation; therefore, Public Agency is still required to ensure the provision of emergency management within its jurisdiction.
 - (1) YCOEM may advise and assist Public Agency in complying with the provisions of A.R.S. Title 26, Chapter 2 (Emergency Management) and State policies and procedures.

2. **Public Agency Obligations.** Public Agency shall:

- a. Develop or adopt, publish, and distribute an EOP that is complementary to and compatible with the County’s EOP and in accordance with CPG 101.
- b. Develop and conduct emergency management training programs and exercises as needed to comply with the Homeland Security Exercise and Evaluation Program (HSEEP) and the National Incident Management System (NIMS).
- c. Act as, at Public Agency’s discretion, a backup Emergency Operations Center location for the County if such a backup becomes necessary.
- d. Work towards implementing the Arizona Qualification System within its jurisdiction. This effort aims to ensure that local resources are adequately qualified and trained to staff an Incident Management Team (IMT) or Emergency Operations Center effectively. By developing a pool of trained personnel, the Public Agency enhances its ability to respond to emergencies and disasters promptly.
- e. Participate in revisions of the Multi-Jurisdictional Hazard Mitigation Plan and provide accurate and relevant information on local hazards, vulnerabilities, and other necessary information to maintain the plan’s accuracy.
- f. Participate in After-Action Reports and provide feedback from relevant persons participating in the incident.
- g. Identify a central point of contact as the Public Agency’s Emergency Manager, who shall be responsible for coordination with YCOEM.
- h. Engage in proactive information sharing, communication, and coordination efforts and assist with the inclusion of all necessary agencies in the planning, response, and recovery processes.
- i. Collect and provide disaster and emergency management information, such as annual NIMS reporting, when so required by the state or federal government.
- j. Provide evacuation zone shapefiles to YCOEM in the event of an emergency requiring the issuance of an emergency alert.

- k. Provide a list of authorized personnel permitted to request Alert and Warning Notifications to YCOEM and ensure it is kept updated for their jurisdiction.
- l. During each fiscal year (July 1 to June 30) of the term of this Agreement, pay to County an annual assessment to be determined as follows:
 - (1) \$0.52 per person per year based on the population of the Public Agency for the regional emergency operations management and disaster services defined in this Agreement.

Year	Base	2020	2021	2022	2023	2024	2025	New Rate
Inflation Increase		1.40%	2.20%	6.50%	3.40%	3.20%	2.20%	
Rate	0.43	0.00602	0.009592	0.028965	0.016136	0.015703	0.011141	
Rate + Inflation Cost		0.43602	0.445612	0.474577	0.490713	0.506416	0.517557	\$0.52

Inflation percentages based on the Consumer Price Index for All Urban Consumers, West Urban, All Items as issued by the U.S. Bureau of Labor Statistics

City/Town	Population
Cottonwood	12029
Prescott	45827
Sedona	9684
Camp Verde	12147
Chino Valley	13020
Clarkdale	4424
Dewey-Humboldt	4326
Jerome	464
Prescott Valley	46785
Yavapai Prescott Indian Tribe	200

Population based on 2020 Census data from Census.Gov

3. **Entire Agreement.** This Agreement supersedes any and all agreements, either written or oral, between the parties hereto with respect to the subject matter contained herein and contains all the covenants and agreements between the parties with respect to the rendering of disaster and emergency management services. Except as otherwise provided herein, any effective modification must be in writing signed by both parties.
4. **Conflicts of Interest.** The parties acknowledge that this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.

5. **Disputes.** In the event of any controversy that may arise out of this Agreement, the parties agree that the matter shall be arbitrated as provided in A.R.S. § 12-1518(A). The method of arbitration and the selection of arbitrators shall be decided by the mutual agreement of the parties at such time as arbitration services are needed. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
6. **Term; Termination.**
 - a. The term of this Agreement shall commence on the Effective Date and continue until June 30, 2026, unless sooner terminated as provided herein.
 - b. This Agreement may be terminated by either party by giving written notice of such intention to the other party not less than 90 days prior to June 30 of the year during which the notice is given. The effective termination date will be the end of that 90-day notice period.
 - c. This agreement shall automatically renew for one additional one-year term unless terminated as provided herein. All terms of the agreement during the renewal period , with the exception of the annual assessment rate , shall be in accordance with the terms set forth in the initial term including any amendments or addenda.
7. **Annual Rate Adjustment.** Prices applicable to this Agreement may be adjusted annually on July 1, and each year thereafter during the term of this Agreement by an amount equal to the increase in the Consumer Price Index for All Urban Consumers, West Urban, All Items, issued by the U.S. Bureau of Labor Statistics at the time of price adjustment notice.
8. **Subject to Appropriation.** The parties are obligated only to pay the obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the then-current fiscal year. Obligations under this Agreement are current expenses subject to the “budget law” and unfettered legislative discretion concerning budgeted purposes and appropriation of funds. Should either party 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 parties shall be relieved of any subsequent obligation under this Agreement. The parties agree that there is no obligation or duty of good faith to budget or appropriate the payment of 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. Each party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The parties shall keep each other informed as to the availability of funds for this Agreement. The obligation of a party to make any payment pursuant to this Agreement is not a general obligation or indebtedness. The parties hereby waive any and all rights to bring any claim against each other from or relating in any way to the termination of this Agreement pursuant to this section.
9. **E-Verify.** To the extent provisions of A.R.S. § 41-4401 are applicable, the Parties warrant to each other that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. § 23-214(A).

- a. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.
 - b. A party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).
 - c. The provisions of this section must be included in any contract either party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.
10. **Indemnification.** To the extent permitted by law, each party does hereby covenant and agree to indemnify, defend, and hold harmless the other party, their elected officials, appointees, officers, employees, contract employees, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, or damages of any kind or nature relating to this Agreement that are the result of any act or omission of the party, its officers, employees, contract employees, agents, and anyone acting under its direction or control, whether intentional or negligent, in connection with or incident to this Agreement. Failure of a party to comply with the terms of this Agreement shall not provide the basis of any third-party action against either party.
11. **Workers' Compensation.** Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each party covered by this Agreement shall be deemed to be an employee of all parties. The primary employer shall be solely liable for payment of workers' compensation benefits.
12. **Property Disposition Clause.** The parties do not anticipate the joint acquisition of property attributable to the exercise of each party's duties and obligations pursuant to this Agreement. Any property acquired during the term of this Agreement shall be returned to the purchasing party no more than 30 calendar days from the effective termination date of this Agreement.
13. **Other Responsibilities.** This Agreement does not relieve any public agency of any obligation or responsibility imposed on it by law.
14. **Notice.** Any notices required or permitted to be given hereunder by either party to the other may be given by personal delivery in writing or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing below, but each party may change such party's address by written notice given in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of three days' mailing. Notices shall be addressed as follows:

COUNTY: Emergency Manager
 Yavapai County
 Office of Emergency Management
 1100 Commerce Drive
 Prescott, AZ 86305

PUBLIC AGENCY: Emergency Manager
 Town of Chino Valley
 202 N. State Route 89
 Chino Valley, AZ 86323

15. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction or applicable state or federal law and their implementing regulations to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
16. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

(SIGNATURES FOLLOW)

Town of Chino Valley

YAVAPAI COUNTY

By: _____
Tom Armstrong, Mayor

By: _____
Mary Mallory, Chair
Yavapai County Board of Supervisors

Date: _____

Date: _____

ATTEST:

ATTEST:

By: _____
Erin Deskins, Town Clerk

By: _____
Jayme Rush, Clerk of the Board
Yavapai County

Date: _____

Date: _____

The undersigned attorneys for the respective parties each hereby certify that they have reviewed this Agreement and find that it is in proper form, and within the power and authority granted to their respective clients under the laws of the State of Arizona.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

By: _____
Nicole Weber, Deputy County Attorney
Yavapai County

Date: _____

Date: _____



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 8/26/2025
CONTACT PERSON: Laurie Lineberry, Development Services Director, Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

SUMMARY:

The current Unified Development Ordinance (UDO) was adopted in 2006, with numerous amendments since its adoption. It needs additional updating to meet all the changing case law and state laws since 2006. In order to develop a new Zoning Code to meet the Town's needs, it is necessary to undertake a comprehensive rewrite of the content and format of the existing UDO and replace it with a Zoning Code (removing the development standards attributable to Public Works / Engineering) and separating out the language that constitutes the Subdivision Code, creating a separate Subdivision code section. The new Zoning Code will also need to implement the 'Make it Chino' General Plan that was ratified by voters in November 2023, including the creation of new districts, providing guidance for HMU areas, and basic design standards for developments along SR-89.

Earlier this year, Staff developed a Request for Proposals (RFP) soliciting the services of qualified teams to perform consulting services for a complete rewrite of the Town's existing UDO, returning it to a Zoning Code and a Subdivision Code. The RFP was vetted by the Town Attorney. On June 17, 2025, the RFP was released to the public through a number of city planning and town management organization websites, along with a notice in the Prescott newspaper. The RFP deadline was July 14, 2025; one proposal was received. The Director and Assistant Director of Development Services reviewed the sole proposal and determined that the submitter, HR Green, met all requirements defined in the RFP, and satisfactorily demonstrated the necessary experience, expertise, and staffing to complete the complicated task. Staff recommends Town Council approve the professional services agreement with HR Green for the comprehensive rewrite of the Town's Zoning Code.

Attached you will find:

1. Professional Services Agreement - Zoning Code Rewrite - HR Green
2. Exhibit A - Technical Proposal - HR Green - Zoning Code Rewrite
3. Exhibit B - RFP Scope of Work - Zoning Code Rewrite
4. Exhibit C - Fee Proposal - HR Green - Zoning Code Rewrite

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the professional services agreement with HR Green for a comprehensive rewrite of the Town's Zoning Code for an amount not to exceed \$250,000.

FISCAL IMPACT?

Available budget: General Fund - Zoning Code Re-Write	\$250,000.00
Less this approval item: PSA with HR Green	-\$250,000.00
Remaining budget: General Fund - Zoning Code Re-Write	\$0.00

ATTACHMENTS:

1.	1. Professional Services Agreement - Zoning Code Rewrite - HR Green
2.	2. Exhibit A - Technical Proposal - HR Green - Zoning Code Rewrite
3.	3. Exhibit B - RFP Scope of Work - Zoning Code Rewrite
4.	4. Exhibit C - Fee Proposal - HR Green - Zoning Code Rewrite

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HR GREEN, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of August 26, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the "Town"), and HR Green, Inc., an Iowa corporation (the "Consultant").

RECITALS

A. The Town issued a Request for Proposals, "Zoning Code Rewrite Project" (the "RFP"), a copy of which is on file in the Town's Development Services Department and incorporated herein by reference, seeking proposals from Consultant Teams for the development of a new Zoning Code (the "Services").

B. The Consultant responded to the RFP by submitting a proposal (the "Proposal"), which is attached hereto as Exhibit A and incorporated herein by reference.

C. The Town desires to enter into an agreement with the Consultant for 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 August 25, 2027, 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 B 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.

3. Compensation. The Town shall pay the Consultant an amount not to exceed \$250,000 for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

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 the Scope of Work, 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.

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 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: 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 Consultant: HR Green, Inc.
430 W. Warner Road Suite A111
Tempe, Arizona 85284
Attn: Tim Hartnett

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, the Scope of Work, or the 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 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.

16.26 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the Town, at their discretion and with the agreement of the awarded Consultant. The Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and the Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities, or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The Town assumes no responsibility for payment, performance, or any liability or obligation associated with any cooperative procurement under this Agreement. The Town shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGE]

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

"Consultant"

HR GREEN, INC.
an Iowa corporation

Tim Hartnett, Principal-In-Charge

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HR GREEN, INC.

[Consultant's Proposal]

See following pages.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HR GREEN, INC.

[Scope of Work]

See following pages.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
HR GREEN, INC.

[Fee Proposal]

See following pages.



Building Communities.
Improving Lives.

Town of Chino Valley

TECHNICAL PROPOSAL FOR

Planning Consulting Services for the Town of Chino Valley Zoning Code Rewrite Project

JULY 14, 2025



Ed Boik, AICP

430 W. Warner Road, Suite A111
Tempe, AZ 85284

Direct 623.387.9668

edwardboik@hrgreen.com



► 430 W. Warner Road | Suite A111
Tempe, AZ 85284
Main 480.247.3702 + **Fax** 480.961.8667
► HRGREEN.COM

July 14, 2025

1. Letter of Transmittal

Laurie Lineberry, Development Services Director
Town of Chino Valley
1982 Voss Drive, #203
Chino Valley, AZ 86323

Re: Planning Consulting Services for the Town of Chino Valley Zoning Code Rewrite Project

Dear Ms. Lineberry and Members of the Selection Committee,

HR Green, Inc. (HR Green) is honored to submit our proposal for the Chino Valley Zoning Code Rewrite Project. With over 111 years of building communities and improving lives across the nation, **we understand that successful zoning codes must balance legal requirements with practical implementation** while preserving the unique character that makes each community special. This means crafting a code that is easy to administer and protects your vision while providing the flexibility needed for thoughtful, beneficial growth.

Our team brings unparalleled familiarity with Chino Valley. Several project team members, including **Project Manager Ed Boik, AICP**, were instrumental in **developing the award-winning “Make it Chino!” General Plan**. This direct experience means we already understand your community’s vision of “rural character,” the growth pressures from SR-89, and the delicate balance between preservation and progress that your residents expect.

WHAT SETS HR GREEN APART

- **It’s About the People:** Our 750+ passionate professionals put clients first, bringing expertise across multiple disciplines. We know that behind every code are real people, real properties, and real communities. We listen, engage, and deliver solutions that work.
- **Real-World Implementation Experience:** Our project team’s experience spans code writing, implementation, and enforcement in both public and private sectors. We know what makes codes work, from the development review counter to the courtroom.
- **Proven Chino Valley Knowledge:** No learning curve needed. Our team members already understand your vision, challenges, and community values from our General Plan collaboration. We’re ready to build seamlessly upon that foundation.
- **Integrated Team Approach:** Unlike other firms, we bring economists, engineers, water resource experts, and GIS analysts who understand how zoning interacts with infrastructure and development realities.
- **Rural Community Expertise:** We’ve successfully completed code rewrites across Arizona and the United States for communities facing similar population and economic growth, agricultural and natural resource preservation, and rural-lifestyle challenges. We know cookie-cutter approaches fail. Each community requires tailored solutions.

We’re excited to continue our partnership with Chino Valley, translating the community’s vision into clear, defensible, and user-friendly regulations. HR Green commits to keeping our proposal valid and irrevocable for 90 days from the submittal deadline, providing the Town adequate time for evaluation and selection.



Regarding conflicts of interest: HR Green certifies that neither the firm nor any proposed team members have any personal, financial, or organizational conflicts of interest prohibited by law that would impact our ability to provide objective, professional services to the Town of Chino Valley.

Regarding the Professional Services Agreement: Regarding the Professional Services Agreement: HR Green has thoroughly reviewed the sample Professional Services Agreement attached as Exhibit A. We agree with the terms as presented with one exception to Section 14.3. Our requested revision to this section is as follows.

14.3 Due to Work Stoppage. This Agreement may be terminated by the Town upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. ~~If Consultant abandons the Services without the consent of the Town, 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 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 Consultant. The Town shall use its best efforts to replace Consultant within a reasonable time.~~

With this change we are prepared to execute the agreement upon selection. Should any minor clarifications arise during contract negotiations, we are confident they can be resolved quickly to both parties' satisfaction.

Thank you for considering HR Green as your partner in helping Chino Valley grow while remaining uniquely Chino. This letter is submitted by the undersigned, who is authorized to bind HR Green, Inc. to all representations and commitments contained within this proposal.

Sincerely,

HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'Andrew Mrowicki'.

Andrew Mrowicki, PE
Infrastructure Group Executive



2. Table of Contents

Preceding this Page	1. Letter of Transmittal
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25	6. Project Schedule
Provided Separately	7. Fee Proposal



Building Communities.
Improving Lives.

110+

Continuous service for
more than 110 years

ENR
TOP500
Design Firms

Recognized as a
Great Place to
Work®-certified
company



3. Executive Summary

HR Green, Inc.



LEADERSHIP



PERFORMANCE



OPERATIONAL
EXCELLENCE



COLLABORATION



COMMUNITY

The Town of Chino Valley stands at a critical juncture. With the voter-ratified "Make it Chino!" General Plan providing a clear vision for the future, the Town now needs a modern zoning code that transforms this vision into practical, enforceable regulations. HR Green understands that this isn't just about updating text and districts, it's about protecting what makes Chino Valley special while providing the tools for beneficial growth and economic sustainability.

We understand Chino Valley's unique challenges. Through our team's work on the General Plan, we've heard residents' concerns about **maintaining rural character amid development pressure**. We've analyzed the **SR-89 corridor's potential** and the **opportunities within HMU areas**. We've grappled with the realities of limited water resources, scattered development patterns, and the need to attract quality commercial development while preserving the equestrian and agricultural lifestyle that defines your community. Most importantly, we understand that "rural" in Chino Valley isn't just about lot sizes, it's about view corridors, dark skies, the sound of quiet landscapes rather than traffic, and neighborhoods where people know their neighbors.

HR Green brings a proven approach specifically tailored for rural communities. Our team has successfully completed zoning code rewrites for communities across Arizona and the western United States facing similar challenges—places where growth is increasing, agricultural heritage matters, and where residents chose rural living for a reason. We've learned that successful rural codes require different approaches than urban ones. They need flexibility for agricultural and rural uses, creative solutions to balance infrastructure management, and development standards that respect the landscape rather than dominate it.

Our key differentiators deliver measurable value:

- ▶ **Zero Learning Curve = Faster Results:** Our team's involvement in the General Plan means we can begin substantive work immediately, saving months of background research and relationship building.
- ▶ **Implementation-Focused Approach = Codes That Work:** With decades of combined experience in code enforcement and development review, we design regulations that are clear, defensible, and practical for daily administration.
- ▶ **Integrated Expertise = Comprehensive Solutions:** Our economists, engineers, and infrastructure specialists work alongside planners to ensure zoning districts align with water availability, transportation capacity, and market realities.
- ▶ **Proven Public Engagement = Community Buy-In:** We'll leverage the relationships and trust built during the General Plan process, potentially utilizing the ambassador model that proved successful in achieving voter ratification.

We're ready to begin immediately. Our proposed 18-month timeline delivers a complete UDO rewrite through three focused task phases: 1. Discovery & Analysis (building on General Plan findings), 2. Code Development (with extensive stakeholder collaboration), and 3. Refinement & Adoption (ensuring smooth implementation). Throughout the process, we'll work hand-in-hand with your technical staff and critical stakeholders, translating their local knowledge into effective regulations.

HR Green doesn't just deliver documents—we deliver solutions that work for decades. For Chino Valley, this means a code that staff can confidently administer, developers and property owners can easily navigate, and residents can trust to protect their community's character. We're committed to helping Chino Valley implement the "Make it Chino!" vision through regulations that are legally sound, graphically clear, and uniquely tailored to your community's needs.

4. Project Team and Staff Qualifications

a. General Firm Information

HR Green stands as one of the nation's longest-operating multi-disciplinary civil engineering firms, founded in 1913 and **continuously serving communities for over 111 years**. With more than 750 professionals across multiple offices nationwide, including **our local office in Tempe, Arizona**, we bring both the stability of an established firm and the innovation needed for modern challenges. Fundamental to our firm's values, our team members are personally invested in every project's success.

Our firm consistently ranks on **Engineering News Record's Top 500 Design Firms (currently #168)** and has earned **Great Place to Work** certification—recognitions that reflect both our technical excellence and our commitment to fostering passionate professionals who deliver exceptional results. HR Green's integrated service approach means your project benefits from in-house expertise spanning:

- ▶ Land use planning and zoning
- ▶ Civil and transportation engineering
- ▶ Water resources and infrastructure planning
- ▶ Economic analysis and market feasibility
- ▶ GIS mapping and spatial analysis
- ▶ Urban design and landscape architecture
- ▶ Public engagement and facilitation

This depth of resources ensures that your zoning code addresses not just land use patterns, but the full spectrum of community development considerations—from infrastructure to economics.

Project Organizational Structure

The following organizational chart illustrates HR Green's team structure for the Chino Valley Zoning Code Rewrite Project, demonstrating clear lines of communication, accountability, and the depth of expertise dedicated to your project's success.



b. Project Management Structure

Project Manager and Primary Point of Contact: Ed Boik, AICP, will serve as the dedicated Project Manager and primary point of contact for the Town throughout the project. With **over 24 years of experience in both public and private sectors**, including his instrumental role in Chino Valley's General Plan, Ed brings unmatched understanding of your community's needs and vision. He will attend all meetings and be responsible for overall coordination and timely completion of the Zoning Code rewrite. Ed will not be removed from this project without prior written approval from the Town.

Redundant Project Management Approach: While Ed serves as your primary contact, HR Green employs a redundant project management structure to ensure continuous availability and seamless communication. Our approach includes:

- ▶ **Deputy Project Manager** who maintains full project awareness and can step in immediately when needed
- ▶ **Project Management Team meetings** where all task leaders stay synchronized on progress and upcoming milestones
- ▶ **Centralized project communication system** ensuring all team members have access to current information
- ▶ **Client service commitment** guaranteeing response within 24 hours, with immediate availability for urgent matters

This structure means the Town always has a knowledgeable team member available while maintaining the consistency of Ed's leadership throughout the project.

c. List of Key Personnel



Ed Boik, AICP will continue serving as the **Project Manager** and key technical lead for the completion of the Zoning Code Rewrite. With over 24 years of experience in community planning, Ed brings a balanced perspective shaped by leadership roles in both the public and private sectors. He is known for his ability to translate community values into implementable plans and development regulations, and for his thoughtful, grounded approach to facilitating local decision-making. Having already guided the Town through the development of the General Plan, Ed offers not only deep institutional familiarity but also a trusted and steady presence to ensure a seamless and successful execution of the project.



Jeff Liljegren, AICP, has over 20+ years of experience in planning, design, and project management. Jeff will serve as the **Deputy Project Manager**. Since 2006, Jeff has led and contributed to various planning projects nationwide, including general, corridor, campus, urban village, neighborhood, and downtown plans. He has worked with private clients to prepare entitlement packages for city approval and has driven innovative designs in streetscapes, mixed-use, transit-oriented, retail, and residential developments.

Ed and Jeff will be supported by a deep bench of in-house subject matter experts, including civil engineers, transportation engineers, urban designers, and FAICP and AICP certified planners that bring extensive Arizona and nationwide land use planning and regulatory experience.



Ed Boik, AICP

Project Manager

A professional planner, Ed brings extensive planning experience in urban, suburban, and rural communities in the public and private sectors. He has been responsible for diverse planning projects, including comprehensive/general plans, area plans, master-planned communities, and the development and enforcement of land development, zoning, and design regulations. Ed excels at community outreach and facilitation, producing productive working relationships and clear interactions with stakeholders, from elected officials to staff, outside agencies, and the public. His background encompasses the review of zoning, site plans, landscaping plans, variances, design reviews, and other development requests, as well as active and complaint-based code enforcement. His reputation and capabilities have been trusted to manage high-profile, complex economic development projects and develop complex land use codes, such as medical marijuana regulations, sign codes, and form-based codes. He effectively communicates, assesses, develops, and implements policies, plans, procedures, and codes to meet community planning and development goals.

EXPERIENCE

23 Years

EDUCATION

BS, Geography (emphasis in Urban Economic Systems and GIS)

REGISTRATION / LICENSE

American Institute of Certified Planners (AICP) #025657

PROFESSIONAL AFFILIATIONS

American Planning Association

Has authored articles and served as speaker on various planning topics

SELECTED PROJECT EXPERIENCE

► Chino Valley General Plan Update, Chino Valley, Arizona

Ed was the Deputy Project Manager for the Make It Chino! 2040 General Plan which won the APA Arizona chapter, 2024 Best General Plan for communities under 50,000. The plan involved significant community feedback and resulted in a robust set of goals, policies, and implementable actions to protect and develop the cherished rural lifestyle of Chino Valley's residents. The plan included five activity centers each with a unique local character and purpose to grow the local economy, celebrate the local character, and provide diverse living, working, and shopping options. The plan was unanimously approved by Town Council and will be considered by the voters in November 2023.

► Wickenburg General Plan and Zoning Ordinance, Wickenburg, Arizona

As the Project Manager for the Wickenburg 2045 General Plan update, Ed led the execution of the plan and ensured its alignment with Arizona State Statute and the community's vision for Wickenburg. He led highly successful and broad public participation that ensured a plan that met the unique needs of Wickenburg, a Town with exceptional pride for its rural, small-town character, equine lifestyle, and heritage. The General Plan was adopted in September 2024 and includes goals, policies, and actions that are being implemented in the Zoning Code update.

► Page General Plan and Sign Code Update, Page, Arizona

Ed was the Project Manager for the City of Page's 10-year General Plan Update (American Planning Association Arizona Chapter, 2023 Best General Plan: Honorable Mention), which also included an update to the City's zoning map and a comprehensive update to the City of Page's sign code to improve usability, ensure content neutrality and comply with statutory changes and court decisions, including Reed vs Town of Gilbert. Notably, the General Plan incorporated the goals and strategies identified in a companion Economic Development Recovery and Resiliency Plan developed by Matrix during the General Plan update. The project required extensive public engagement, including focus group interviews and a steering committee.

► **Bixby Zoning and Subdivision Ordinance Update, Bixby, Oklahoma**

As Project Manager for the City of Bixby's Zoning and Subdivision Ordinance update, Ed led the development of a robust, user-friendly, and organized unified zoning and subdivision ordinance. He addressed the city's unprecedented growth by creating new ordinances that enhance efficiencies in the development process and preserve Bixby's unique, high-quality identity. By meticulously amending the code to simplify language and improve usability for all users, the updated ordinances promote Bixby as an attractive place to live and do business through strategic enhancements.

► **Jay Land Development Code Update, Jay, Florida**

Ed was the lead planner on several key components, including developing design regulations and development standards that will maintain community character while facilitating revitalization and strategic growth. He also assisted with an assessment and comparative code analysis to identify regulatory gaps, inconsistencies between the existing code and the comprehensive plan, and best practices absent from Jay's existing regulations. The LDC update included numerous public meetings, stakeholder interviews, and workshops with the Town Council to ensure the code adequately serviced the community and took into account the Town's strong agricultural heritage. Jay's development code is now fully aligned with its 2021 Comprehensive Plan and state statute and guides improved review processes, holistic and strategic development, and vision-making.

► **Town of Payson Unified Development Code, Payson, Arizona**

As the Project Manager Ed was instrumental in developing a streamlined and statutory compliant code that improves the usability of the code for town staff, residents and developers. Broad engagement with the community and focused interviews with the development community, businesses, residents and developers identified the positives and shortcomings of the existing code. The revised code aligns with and implements the updated Payson General Plan and ensures that diverse housing solutions and economic growth are supported while maintaining and enriching the character and vision of the community.

► **Heart of Peoria Land Development Code, Peoria, Illinois**

Ed was a lead planner for the Heart of Peoria Land Development Code, which introduced form-based zoning and context-sensitive design standards to support the redevelopment of the pre-1950 portion of Peoria. Extensive public support and business community buy-in ensured the code was implementable and appropriate to stimulate redevelopment in areas hampered by decades of disinvestment. The code not only pertained to private property but also included streetscape and roadway standards for four intensely planned form-based districts which were historical neighborhood and economic centers.



Jeff Liljegren, AICP

Deputy Project Manager

Jeff possesses over 23 years of experience as a private consultant and public municipal planner. Since 2002, he has led and contributed to diverse projects, including long-term planning, urban design for general plans, corridor plans, campus master plans, urban villages, neighborhood plans, and downtown visioning across various jurisdictions nationwide. In the private sector, Jeff has prepared, coordinated, and drafted entitlement packages for city approval, covering annexations, rezoning, site plans, subdivisions, and construction drawings. As a municipal planner, he's managed land development reviews like annexation, zoning, site plans, platting, and construction documents, interpreting, applying, and implementing zoning codes from multiple organizations. Jeff has promoted innovative design in both sectors, focusing on streetscapes, mixed-use, transit-oriented development, retail, and residential projects, and has developed comprehensive design guidelines. Below is an overview of his experience, skills, and tools as a practicing planner.

SELECTED PROJECT EXPERIENCE

► Town Center Visioning, Town of Sahuarita, AZ

Key content expert modifying regulatory language to better utilize developer incentive strategies that help realize the community's vision, goals, and objectives of the Town's General Plan..

► Municipal Planning and Zoning, Town of Monument, CO

Interpreted and implemented zoning regulations for development reviews, coordinating with a broad audience of stakeholders working on active projects. Conducted code enforcement and field inspections for permits and construction. Researched and revised zoning codes, coordinated annexation hearings, and tracked project progress..

► Zoning and Permits Review, Commerce City, CO, Elizabeth, CO, Hampshire, IL

Land Development Reviewer on permit applications for compliance with local regulations and zoning codes. Collaborated with applicants, providing guidance on necessary revisions and addressing inquiries. Maintained accurate records, facilitated interdepartmental communication, and contributed to efficient and standardized permit approval processes.

► PuebloPlex Redevelopment Plan Update, Pueblo County, CO

Staff public engagement support and facilitator assisting the project team to coordinate, execute, and summarize community input gathered during in-person, week-long meeting windows throughout the project to ensure transparency and to garner input and buy-in from the public to ensure the project can achieve its greatest success as an opportunity for both the public and private sector.

► Comprehensive Plan, City of Bethany, OK - 2018 APAOK Award Winner

Project Manager leading the Bethany Community in developing a new vision focused on community involvement and stakeholder engagement. The plan emphasized addressing downtown needs, land use, and zoning to grow the Central Business District's footprint and density. The Plan included strategies for parks and trails to connect Bethany regionally and with Oklahoma City. Winning the 2018 APAOK Outstanding Plan Award, the plan advanced Bethany by amending the City's Charter and exploring new housing and commercial expansion strategies.

EXPERIENCE

20+ Years

EDUCATION

MURP, Urban & Regional Planning

MLA, Landscape Architecture

BS, Parks, Recreation and Tourism

CERTIFICATIONS/ SPECIALIZED TRAINING

American Institute of Certified Planners (AICP), #026642

Urban Design Long-Range and Strategic Planning Entitlements Municipal Planning

PROFESSIONAL AFFILIATION

American Planners Association



Timothy Hartnett

Principal-In-Charge

EXPERIENCE

35 Years

EDUCATION

BS, Engineering Design

Tim serves as a Business Unit President within in HR Green's Infrastructure Group, including Vice President, responsible for delivering on-call engineering, planning, infrastructure/building. assessment and management, staff augmentation, project/program management, plan review, brownfields redevelopment oversight, and Building & Code services to 100+ public agencies nationwide.

Having been with HR Green for 35 years, Tim has been instrumental in driving a forward-thinking culture; collaborative, interactive process; and big-picture, programmatic holistic approach to expand service capabilities, provide scalable solutions, leverage technology, and incorporate innovation to enhance operational efficiencies and promote smart growth initiatives for economic development, reliable infrastructure, and long-term sustainability.

In his role as Village/City Engineer, he continues to serve in a hands-on role to establish and implement a successful roadmap of key initiatives while delivering the requisite day to day needs of these communities.

Under his leadership HR Green has successfully prepared and then implemented infrastructure and redevelopment plans, from visioning and concept planning, through design, construction, and ongoing asset management and maintenance.

He has provided subdivision and site improvement review/approval process from concept plan through the final plat in accordance with applicable codes, engineering standards, Conditions of Approval, development agreements and annexation agreements. He supports strategic decision-making by presenting information to boards and committees, facilitating public engagement discussions, meeting with developers, and informing residents and business owners of project schedules.

Tim has considerable experience performing critical services, such as grants and funding procurement/administration for roadway, parks and facility improvements, construction observation, general engineering advisory services, water and wastewater master planning, capital involvement planning and implementation, CIP program/project management, and staff augmentation and support. Tim also acts as the lead contact between HR Green clients and the various design/construction inspection staff members executing all projects within the communities he represents.

He oversees multi-disciplined HR Green roles as Chief Building Official, plan check, inspection, planning, landscape architecture, environmental compliance, wetlands, floodplain management, code enforcement, surveying, engineering, grant funding, and smart city consulting.

He was part of the several strategic planning/vision meetings over the years, which involved bringing wastewater treatment, sewer/water and regional stormwater master planning, funding, and implementation to agencies he serves. He has also facilitated major retail development around key transportation corridors, delivered major roadway projects and partnerships with state, regional, and local agencies and communities.



Patrick Small, AICP

Code Review and Analysis

Patrick brings over 25 years of experience in planning and development code reform, including leadership roles in zoning audits, code modernization, and regulatory alignment for rural and fast-growing communities. His background in both public and private sector planning enables him to bridge community vision with practical implementation, especially in places balancing rural character with growth pressures. His work blends legal defensibility, policy clarity, and user-friendly zoning strategies to help communities adopt regulations that are enforceable, flexible, and transparent.

EXPERIENCE

25 Years

EDUCATION

MS, Environmental Design,
Planning and Urban Design

BA, Urban Studies

BS, Urban Studies

REGISTRATION / LICENSE

American Institute of
Certified Planners,
#018089

PROFESSIONAL AFFILIATIONS

American Planning
Association

Public Sector Planning Expertise: Patrick has decades of experience serving as both a planner and a code consultant to towns, counties, and regional agencies across the country. He has led and supported zoning reform, comprehensive planning, and land use policy initiatives for dozens of jurisdictions, often working directly with staff, elected officials, and community stakeholders. His work bridges the gap between vision and implementation, with a particular focus on regulatory clarity, streamlining permitting processes, and ensuring that local codes advance community goals. Patrick's public sector insight informs every code he writes, making him a trusted partner for communities seeking practical and lasting regulatory solutions.

SELECTED PROJECT EXPERIENCE

► **PuebloPlex Zoning Code, Pueblo County, CO**

Patrick served as Deputy Project Manager and code author for the 15,847-acre PuebloPlex site, a former military installation transitioning to civilian redevelopment. He led a comprehensive zoning framework to support phased reuse of the site while maintaining flexibility for long-term development. His work included a full audit of applicable county zoning standards, identification of regulatory gaps, and the creation of a hybrid zoning approach blending Euclidean and form-based elements. He designed use categories, development standards, and administrative procedures that align with regional economic goals, infrastructure limitations, and stakeholder priorities. His code framework supports compatibility with adjacent rural uses while enabling high-intensity industrial and support activities where appropriate.

► **Comprehensive Plan and Land Development Code Update, Walton County, FL**

Patrick directed the full rewrite of Walton County's land development code and coordinated updates to its comprehensive plan. His leadership included conducting a full regulatory audit, simplifying and modernizing zoning district structures, and drafting a new code framework to support urban, suburban, and rural place types. Patrick worked closely with County Planning staff and elected officials to ensure that new standards were legally defensible, easy to administer, and responsive to development pressures. His work introduced updated use of matrices, development review procedures, and environmental standards while eliminating internal inconsistencies. The final code and plan were successfully adopted and certified by the Florida Department of Economic Opportunity.

► **Land Development Code Update, Town of Jay, FL**

Patrick led the comprehensive modernization of the Town of Jay's Land Development Code (LDC), delivering a regulatory framework that balanced rural character preservation with strategic growth objectives. Patrick's work emphasized alignment with the Town's recently

adopted 2021 Comprehensive Plan as well as compliance with applicable Florida statutory requirements.

Drawing on field observations and close coordination with Town staff, Patrick identified local development patterns and architectural vernacular that informed the creation of appropriately scaled zoning districts and development standards. His approach emphasized revitalization, flexibility for infill, and protection of community identity. The updated LDC introduced a new district structure, a consolidated land use matrix, and simplified review procedures, while incorporating best practices to promote administrative clarity and legal defensibility. His efforts resulted in the successful adoption of a modernized code that equips Jay with the regulatory tools to support long-term resilience and sustainable rural development.



Yogesh Mantri, PE, PTOE, RSP1

Infrastructure Standards

Yogesh has more than 32 years of public and private sector experience. Before starting his consulting practice in 2003, Yogesh worked with Maricopa County DOT for over eight years where he helped establish a nationally acclaimed Intelligent Transportation Systems (ITS) program funded by the federal government. Yogesh has sound knowledge and understanding of design standards and project development processes of various agencies, including the City of Chandler. His specialty includes the fields of Roadway Design, Traffic Engineering and Safety, Intelligent Transportation Systems, and Transportation Planning. He brings a holistic approach in solving challenges faced by agencies while delivering transportation engineering projects. His hands-on approach and personal commitment to the projects has always exceeded client expectations.

EXPERIENCE

32 Years

EDUCATION

MBA

MS, Civil Engineering

BS, Civil Engineering

LICENSE/REGISTRATION

Professional Engineer,
AZ #33436

Professional Traffic

Operations Engineer

Road Safety Professional 1



Brynhildr (Bryn) Halsten, PLA

Open Space and Landscape Standards

Bryn brings landscape architecture experience, focused on regional and community planning. She contributes a diverse portfolio of experience, including master planning for communities, parks, open spaces, trails, and natural resources for federal and municipal agencies. Her background equips projects with technical insight and practical understanding, facilitating solutions that are politically agreeable, innovative, and financially viable. Bryn's commitment to collaboration and her ability to navigate complex regulatory environments further enhance her capability to deliver successful project outcomes for clients.

EXPERIENCE

8 Years

EDUCATION

MA, Landscape
Engineering

BS, Biology

LICENSE/REGISTRATION

Professional Landscape
Architect (PLA), CO #1510

PROFESSIONAL AFFILIATIONS

American Planning Association; American Society of Landscape Architects; Colorado Springs Chapter of the Housing & Building Authority



Mike Liska, GISP

GIS Services

Mike is a highly skilled GIS Manager with extensive expertise in Geographic Information Systems (GIS). He provides comprehensive support to staff regarding GIS utilization and establishes standards for templates and databases to deliver consistency and efficiency across the organization. With a proven track record in developing geodatabases for asset information captured from both office and field environments, Mike specializes in designing water main improvements and creating detailed construction drawings and as-builts. His experience encompasses the management of geospatial databases for a variety of utilities, including water, wastewater, storm water, gas, electric, and fiber. In addition to his GIS capabilities, Mike is a FAA Licensed UAV Pilot, proficient in operating small unmanned aircraft systems (sUAS) and training staff in the use of high-accuracy GPS equipment for field data collection.

EXPERIENCE

20 Years

EDUCATION

BS, Information Systems-
Geographic Information
Systems

REGISTRATION / LICENSE

Certified GIS Professional

SPECIALIZED TRAINING & CERTIFICATIONS

GIS Certification Institute; URISA - Urban and Regional Information Systems Association; NASSCO Certified in PACP, MACP, and LACP; FAA Licensed UAV Pilot



Julia Fergus

Conservative/Sensitive Area Standards

Julia specializes in integrating environmentally conscious planning and design into public and private sector projects. Leveraging data and advanced GIS analysis, she assesses complex environmental considerations and development regulations to balance community goals and private property interests. As a planner at HR Green, Julia understands how geographic site analysis and sustainable design impact regulatory frameworks. She optimizes land use regulations for balanced development, with project work spanning ecosystem service analysis, wetland mitigation standards, and geographic visualization to implement innovative environmental approaches within zoning codes.

EXPERIENCE

1 Year

EDUCATION

BS, Sustainability Sciences

REGISTRATION / LICENSE

Certified GIS Professional

d. References for Comparable Work

Recent Zoning Code Projects



2045 General Plan and Zoning Code Update

Town of Wickenburg, Arizona

Renowned as the “Team Roping Capital of the World,” Wickenburg sought to redefine its future by updating its General Plan and overhauling its outdated Zoning Code. Recognizing that its existing framework no longer aligned with the Town’s unique rural identity and equestrian-focused priorities, Wickenburg needed a bold, forward-thinking approach to better serve its community and preserve its distinctive character.

Project team members embraced this challenge by crafting a vision that directly addresses Wickenburg’s needs, with a sharp focus on enhancing its equestrian lifestyle and rural heritage. By conducting simultaneous updates to the General Plan and Zoning Code, our team members ensured seamless integration between long-term goals and actionable regulations. The process began with in-depth engagement: targeted interviews with local businesses, developers, realtors, and the equestrian community; collaborative discussions with Town development staff; and broad public participation through workshops, visual surveys, and online questionnaires.

The result is a comprehensive plan designed to foster diversified housing options, strengthen Wickenburg’s equestrian tourism economy, and protect its small-town charm—all while ensuring alignment with state and federal laws. The Zoning Code update includes transformative changes such as consolidating related chapters into a Unified Development Code (UDC), eliminating outdated standards, and restructuring for clarity and usability.

REFERENCE

Steve Boyle, Community
Development Director
928.231.1181
sboyle@wickenburgaz.gov

Role: Prime Consultant (project team members while with another firm)



Unified Development Code Update

Town of Payson, Arizona

Over the years, Payson's code had become fragmented and cumbersome due to numerous amendments, making it difficult for stakeholders to navigate. The Town sought a modernized UDC that would be visually engaging, well-structured, legally compliant, and aligned with the ongoing General Plan update. Project team members brought nationally recognized expertise in zoning and planning to this project, leveraging decades of experience creating innovative and sustainable solutions. The integrated approach combined technical precision with community-centric strategies, ensuring that Payson's UDC would not only meet regulatory requirements but also reflect the Town's distinct character and needs.

Our team initiated the project by employing advanced planning tools and methodologies. Team members conducted extensive stakeholder interviews with businesses, developers, Realtors, committees, and Town development review staff. To ensure broad community input, the project team facilitated workshops, visual preference surveys, and online questionnaires. These efforts were supported by cutting-edge geospatial tools and visualization techniques, which enhanced decision-making by providing clear, data-driven insights.

The team's expertise in zoning reform was pivotal in producing a comprehensive code assessment. This assessment included actionable recommendations such as integrating related chapters of the Town Code—like tree preservation regulations—into a cohesive framework. By unifying these elements, the team aimed to create a streamlined and user-friendly code that supports sustainable growth while preserving Payson's natural beauty.

The commitment to collaboration has been a cornerstone of this project. Our multidisciplinary team worked closely with Payson staff throughout the process, ensuring that every recommendation was tailored to the Town's goals.

REFERENCE

Doni Wilbanks
Community Development
Director
928.472.5038
dwilbanks@paysonaz.gov

Role: Prime Consultant (project team members while with another firm)



General Plan and Sign Code Update

Town of Page, Arizona

The City of Page Zoning Map and General Plan Update represents a bold reimagining of the City's future, ensuring its vision and policies align with the evolving needs and aspirations of the community. Project team members went to extraordinary lengths to inform, engage, and involve residents throughout the process, creating a plan that is both impactful and deeply reflective of community priorities.

Beyond addressing statutory requirements like land use and circulation, the plan tackled three critical challenges facing Page's future:

Economic Development: Following the closure of the Navajo Generating Station, Page's economy became increasingly reliant on tourism. The plan introduces strategies to strengthen recreation and tourism industries while diversifying the local economy for long-term resilience and year-round stability.

Water Resources: With growth placing significant pressure on infrastructure—especially water resources—the plan identifies critical challenges and outlines strategies to ensure sustainable development while protecting this vital asset for future generations.

Affordable/Workforce Housing: Like many tourism-driven communities, Page faces rising challenges with housing affordability. The plan includes actionable solutions to ensure housing options are available for households of all sizes, income levels, and life stages.

A defining feature of the team's work is a comprehensive implementation plan that translates the community's vision into clear, actionable steps. This systematic approach assigns responsibilities, estimates costs, and establishes timeframes for short-, mid-, and long-term priorities, providing a practical roadmap for achieving the City's goals. The result is an award-winning plan that positions Page for sustainable growth while preserving its unique character as a gateway community.

REFERENCE

Zachary Montgomery
Planning Director (former)
928.640.3700
zpm41@outlook.com

Role: Prime Consultant (project team members while with another firm)



Zoning Code and Subdivision Regulations Update

City of Bixby, Oklahoma

Project team members recently worked with the City of Bixby, Oklahoma, to modernize its zoning and subdivision codes, aligning them with the community's vision outlined in the Bixby 2030 Comprehensive Plan. Recognizing Bixby's rich agricultural heritage and rapid growth, the team leveraged extensive expertise in planning and zoning to craft a tailored approach that balances preservation of the City's character with forward-thinking development strategies.

The project began with a comprehensive evaluation of existing codes, plans, and processes to identify gaps and inefficiencies. Team members conducted detailed research, including on-site surveys and stakeholder interviews, to assess the usability and compliance of current regulations. This diagnostic phase culminated in an Assessment Report that provided actionable recommendations for streamlining development processes, enhancing code usability, and aligning zoning districts with future land use goals.

The community engagement strategy was pivotal to the project's success. Employing both traditional and digital outreach methods, the team ensured diverse perspectives were incorporated into the code updates. This inclusive approach fostered trust and collaboration among residents, businesses, and City officials.

The subsequent phases involved drafting updated regulations that promote economic opportunity, community health, and sustainable growth while simplifying the development process. Our team integrated best practices to address mixed-use development, environmental preservation, and design guidelines for key areas like Downtown Bixby. The updated mapping solutions accurately reflect the revised codes, providing clear guidance for future development decisions.

REFERENCE

Joey Wiedel
City Manager
918.904.0094
jwiedel@bixbyok.gov

Role: Prime Consultant (project team members while with another firm)



Land Development Code

Town of Jay, Florida

Jay is a small town in northern Santa Rosa County in the western panhandle of Florida. Jay has a strong agricultural heritage, with surrounding farmland producing nearly one-third of Florida's cotton and peanut crops. Project team members supported the community in developing a new land development code that better aligned with and could effectively implement the Town's recently adopted comprehensive plan while meeting all state mandates.

Our team worked in close coordination with the Town of Jay in executing several key tasks, including a comprehensive windshield survey to develop design regulations and development standards that would maintain community character while facilitating revitalization and strategic growth. Team members also completed an assessment and comparative code analysis to identify regulatory gaps, inconsistencies between the existing code and the comprehensive plan, and best practices absent from Jay's existing regulations. The process included numerous public meetings, stakeholder interviews, and workshops with the Town Council.

Jay's development code is now fully aligned with its 2021 Comprehensive Plan and State Statutes, guiding improved review processes and holistic, strategic development. The new code successfully balances agricultural preservation with opportunities for appropriate growth, ensuring Jay's rural character remains intact while providing clear pathways for economic vitality and community enhancement.

REFERENCE

Eric Seib
Operations Manager
850.675.4556
ericseibtoj.bellsouth.net

Role: Prime Consultant (project team members while with another firm)



Comprehensive Plan and Land Development Code

Walton County, Florida

Walton County, one of Florida's fastest-growing regions, is a stunning blend of urban energy, rural charm, and agricultural heritage. Stretching from the Gulf of Mexico to the Georgia border, its diversity demands thoughtful planning to preserve its unique character while fostering growth. However, the County's piecemeal updates to its Comprehensive Plan and outdated Land Development Code (LDC) left gaps that hindered effective growth management.

Project team members stepped in with a transformative approach, reimagining the Comprehensive Plan and LDC into a cohesive, user-friendly framework. Through detailed audits, the team aligned the Plan with Walton County's vision for integrated town and village development. Regulations were streamlined, inconsistencies resolved, and outdated policies revised to create a restructured LDC. The overhaul introduced new zoning districts, modernized development standards, enhanced coastal and floodplain protections, and updated regulations for wildlife habitats, water conservation, signage, and landscaping—successfully balancing innovation with preservation.

Community voices drove this effort. Our team implemented a phased public engagement strategy, including stakeholder groups, open houses, community meetings, and online outreach, ensuring every perspective shaped the policies. The updates were adopted unanimously by the County Commission in transparent phases and later confirmed compliant with state requirements by Florida's Department of Economic Opportunity.

Today, Walton County benefits from clear policies that honor its diverse landscapes while fostering sustainable growth. The new framework provides certainty for property owners, protects natural resources, and guides development that enhances quality of life—creating a place where residents can thrive while preserving what makes their home extraordinary.

REFERENCE

Kristen Shell
Planning Manager
850.267.1955
shekristen@co.walton.fl.us

Role: Prime Consultant (project team members while with another firm)



General Plan

Town of Chino Valley, Arizona

Chino Valley, Arizona, faced mounting growth pressures that threatened to erode the cherished rural, equestrian, and Western heritage that defines the community. Recognizing the urgency of preserving this unique character, project team members worked with the Town to craft a visionary General Plan that not only safeguarded Chino Valley's identity but also positioned it for sustainable growth. Leveraging extensive expertise in zoning, planning, and community engagement, the team delivered a plan that seamlessly balanced development with the preservation of the Town's rural charm.

Our planning professionals employed cutting-edge tools and insights honed through years of experience. The interdisciplinary approach ensured every aspect of the plan was tailored to Chino Valley's specific needs. By integrating advanced planning strategies and aligning the plan with recent updates to Arizona planning legislation, the team created a forward-thinking document that was both practical and visionary. This alignment not only ensured compliance but also enhanced the plan's long-term viability and relevance.

A cornerstone of the project's success was its robust public engagement strategy. The team utilized innovative outreach techniques, including interactive online platforms and dynamic in-person events, to ensure every voice in the community was heard. This inclusive process captured the essence of Chino Valley's vision for its future while fostering widespread support among residents. Team members also worked closely with a dedicated steering committee, local staff, and decision-makers to refine the plan into an actionable, user-friendly guide with realistic implementation goals.

To further empower the community, the team developed a unique ambassador program following the Town Council's approval of the General Plan. This program equipped local leaders with materials and strategies to educate their networks about the plan's objectives, ensuring sustained momentum leading up to its successful ratification by voters in November 2023. The "Make it Chino!" General Plan now serves as the foundation for the zoning code update, providing clear direction for preserving rural character while accommodating beneficial growth.

REFERENCE

Laurie Lineberry, AICP
Development Services Director
928.636.3471
llineberry@chinoaz.net

Role: Prime Consultant (project team members while with another firm)

Arizona and Rural Community Planning Experience

HR Green's team has deep roots in Arizona, having successfully navigated the unique challenges of communities balancing growth with preservation of rural character, limited water resources, and distinctive cultural heritage. Our professionals understand that Arizona, particularly rural and northern Arizona's high-country communities require specialized approaches that respect environmental constraints, dark sky requirements, and the delicate relationship between development and natural resources. This extensive regional experience, combined with our national rural planning portfolio, ensures we bring both local knowledge and proven best practices to Chino Valley's zoning code update.

Arizona Planning and Code Experience

Chino Valley, AZ General Plan Update: Led the award-winning "Make it Chino!" 2040 General Plan, establishing the vision and policy framework that this zoning code will implement. Extensive community engagement resulted in voter ratification in November 2023.

City of Page, AZ General Plan and Zoning Updates: Comprehensive planning in a tourism-dependent community addressing workforce housing, economic diversification after the Navajo Generating Station closure, and water resource challenges in an arid environment.

Town of Wickenburg General Plan and Zoning Code: General Plan and zoning updates preserving the community's Western heritage and equestrian lifestyle while planning for sustainable growth along US-60 corridor.

City of Flagstaff and Coconino County Dark Sky and Compatibility Planning: Implementation of Flagstaff's and Coconino's leading outdoor lighting and dark sky preservation requirements and development standards through resident-focused informational brochures and GIS based enforcement tools.

Town of Payson, AZ Unified Development Code: Updating development regulations for a mountain community balancing housing, growth, and infrastructure requirements, with forest interface challenges.

Town Center Visioning, Town of Sahuarita, AZ: Modifying regulatory language to better utilize developer incentive strategies that help realize the community's vision, goals, and objectives of the Town's General Plan..

Rural Community Code Experience Beyond Arizona

Our rural community expertise extends throughout the western United States, where we've developed zoning codes that successfully align with Comprehensive and General Plans while addressing the unique needs of large-lot development, agricultural use flexibility, and natural resource conservation. We've crafted development standards that foster economic vitality without sacrificing historic character or pedestrian scale, understanding that successful rural communities need both preservation and prosperity. Our specialized experience includes creating standards for communities where active agricultural operations and equestrian facilities must coexist with thoughtful development, ensuring these traditional uses remain viable while allowing appropriate growth in suitable areas.

5. Work Plan

HR Green proposes an 18-month comprehensive approach to transform Chino Valley's existing Unified Development Ordinance into a modern, user-friendly Zoning Code that implements the "Make it Chino!" General Plan vision. Our work plan balances thorough analysis with efficient progress, ensuring continuous collaboration with the existing Zoning Workgroup, Town staff, and community stakeholders throughout the process.

Task 1: Project Management and Engagement

Effective project management and meaningful public engagement form the foundation of successful code development. HR Green will establish clear communication protocols and innovative engagement tools from day one, ensuring transparency, accountability, and broad community participation throughout the 18-month process.



Task 1.1: Project Kickoff and Refinement

After notice to proceed, we will conduct a comprehensive in person kickoff meeting with Town staff to refine project scope, confirm deliverable formats, establish communication protocols, and finalize the stakeholder engagement strategy based on local knowledge and General Plan success.

Task 1.2: Monthly Project Update and Review Meetings

We will conduct monthly project coordination calls with Town staff to review progress, address emerging issues, identify opportunities, and maintain project momentum with written status reports documenting decisions and action items. The existing Zoning Workgroup will be included in these calls to provide code direction and review solutions on an ongoing basis. It is anticipated that the majority of these calls will be done virtually, however, at key milestones and in conjunction with other in person engagement the meetings will be done in person.

Task 1.3: Data Collection

Our team is familiar with Chino Valley and has previously acquired much of the necessary information to complete the project. We will develop a request for information to gather GIS data, development applications, variance history, and related documents, building upon existing General Plan data with targeted updates for code development

Task 1.4: Public & Stakeholder Engagement Approach

During the kick-off meeting we will identify and categorize key stakeholders including property owners, developers, business groups, neighborhood organizations, and special interest groups (equestrian, agricultural, environmental) and the public engagement activities and schedule that effectively and efficiently involves the public.

Task 1.5: Interactive Project Website

We will develop a custom-branded website featuring project updates, document library, interactive questionnaires via Social Pinpoint, draft document review through Konveio (optional), email list signup for notifications, and interactive mapping tools to identify areas where the updated code should address challenges, preserve character, or achieve other community priorities.

Task 1.6: Public Engagement Tools

As part of the Suite of engagement methods including online questionnaires, interactive workshops, informational fact sheets, and targeted focus groups designed to reach diverse community members, HR Green will tailor a toolbox best suited for you to achieve the highest return on your public engagement investment.

Task 1.7: Monthly Invoices and Progress Reports

We will prepare progress reports each month to support each invoice documenting work completed, upcoming milestones, public input received, and any adjustments to schedule or approach.

Task 1 Deliverables

- Project Kick-off Meeting (in person)
- Monthly Project Update and Review Meetings (up to 18 of which up to 6 in person)
- Project Website
- Informational Fact Sheets (up to 2, two-pages each)
- Project Invoices and Progress Reports (monthly)

Task 2: Discovery & Analysis

This initial phase builds upon the General Plan's foundation while diving deep into the technical and community aspects that will shape the new code. We'll evaluate the existing UDO for both strengths to retain and weaknesses to address, ensuring the new code meets all legal requirements while serving Chino Valley's unique needs.

Task 2.1: Legal Compliance Review

We will conduct a comprehensive evaluation of the existing UDO against current Arizona statutes, federal regulations, and recent case law, with particular attention to Reed v. Gilbert sign regulations, water law updates, Fair Housing requirements, and telecommunications provisions to ensure full legal compliance.

Task 2.2: Code Diagnostic Assessment

Our team will analyze the current code's implementation challenges through staff interviews, permit history review, and variance analysis to identify patterns requiring attention, including frequently requested variances, interpretation challenges, and outdated provisions that no longer serve the community.

Task 2.3: Community Kick-off Workshop

HR Green will organize and conduct a kick-off community workshop to introduce the project and facilitate several activities to establish community desired outcomes for the code update. We will use Mentimeter, and interactive activities to define Chino Valley's unique interpretation of "rural character," translating community values into measurable standards addressing lot sizes, building placement, architectural elements, landscaping requirements, and infrastructure approaches. The activities will drill down into the important characteristics of the SR-89 corridor, the HMU areas, and Chino Valley at large.



These discovery activities and/or iterations thereof will also be used as part of a in-person Zoning Workgroup Meeting and discussion points with stakeholders.

Task 2.4: Stakeholder and Focus Group Interview Series

We will conduct targeted interviews and focus groups with developers, property owners, business owners, elected officials, and special interest groups to understand practical challenges with the current code and opportunities for improvement in the new regulations.

Task 2.5: SR-89 Corridor Analysis

We will incorporate public and stakeholder comment to conduct a detailed evaluation of State Route 89 code opportunities and constraints, coordinate with ADOT requirements, and create corridor-specific recommendations that promote quality development while maintaining traffic flow and the scenic qualities of this important gateway.

Task 2.6: HMU Area Frameworks

Our team will assess areas requiring special attention including HMU designated areas, Old Home Manor, and other activity nodes identified in the General Plan, developing tailored approaches that achieve each area's vision while ensuring compatibility.

Task 2 Deliverables

- UDO Assessment Summary with Prioritized Recommendations (electronic)
- Community Kick-off Workshop (in person)
- Stakeholder Focus Group Interviews (up to eight, virtual or in person)
- SR-89 Corridor Development Strategy (white paper, electronic)
- HMU Areas Analysis and Recommendations (white paper, electronic)
- Stakeholder Input Summary (electronic)

Task 3: Code Development

The code development phase transforms our analysis findings and community input into clear, implementable regulations that balance flexibility with predictability. During this period, we'll create a modern zoning code that implements the General Plan vision while being easy to use and administer.

Task 3.1: Zoning District Outline and Restructuring

We will create an outline of the restructured code and recommend new districts aligned with General Plan land use categories, develop clear purpose statements for each district, and establish a strategy for transitioning properties from retired residential, commercial, and industrial districts to appropriate new classifications. Through this phase we will develop working draft code chapters and elements for collaborative review leading to an administrative draft code.

Task 3.2: Use Table Modernization

Our team will develop comprehensive use tables with clear definitions, eliminate current conflicts where inappropriate uses are allowed within districts, incorporate modern uses not contemplated in the 2006 code, and ensure consistency throughout all code sections. We will pay special attention to address recent state law changes related to accessory dwelling units and missing middle housing.

Task 3.3: Development Standards Creation

We will craft dimensional standards, lot requirements, and design guidelines that implement the rural character vision while providing appropriate development flexibility, including standards for setbacks, lot coverage, building height, and other key metrics.

Project Monumentation	
Purpose	Allowed as an element of a multi-lot residential subdivision, or a multi-lot/multi-building commercial, industrial, or mixed-use development project.
Maximum Number	2 per primary subdivision or project entrance(s) per street frontage
Maximum Area	57 square feet per sign
Maximum Height	6 feet
Setback	10 feet. Signs must be located on private property and outside of easements.
Illumination	All R2, R3 Districts Allowed: Yes, Exterior only Exterior Lighting: shall be half-fit channel letters or down facing, shielded, and directed to illuminate the sign. All Other Districts Allowed: Yes, Interior or Exterior Exterior Lighting: shall be half-fit channel letters or down facing, shielded, and directed to illuminate the sign.
Design & Materials	Style: Signs shall be a ground mounted monument sign. Materials: Signs shall be composed of durable, high-quality architectural materials consistent with the architectural design and color of the development. Landscaping: Signs shall be integrated with landscaping using low shrubs, perennials, annuals, turf, or other approved ground cover.
Example signs	
	

Task 3.4: Graphics and Visual Communication

We will integrate extensive illustrations, diagrams, and photographic examples throughout the code to clarify requirements and improve user understanding, making complex regulations accessible to property owners, developers, and residents.

Task 3.5: Administrative Procedures Update

We will streamline permit procedures, clarify review processes, and develop clear criteria for administrative decisions, variances, and conditional uses to improve efficiency and predictability for applicants and staff. As with Task 3.2, we will integrate recent state law changes (HB 2928) related to administrative review processes.

Task 3.6: Zoning Map

Due to Arizona's complex regulatory environment, particularly with government-initiated land use decisions like rezonings (Proposition 207 (2006)), proposed changes to the zoning map should be targeted and only pursued in concert with the expressed written approval of each affected property owner. We will work in close collaboration with Town staff to determine the best approach to zoning changes, including an updated map that identifies recommended zoning changes.

Task 3.7: Ongoing Workgroup and Staff Review

Through monthly working sessions with the Zoning Workgroup and regular staff technical reviews, we'll test concepts, refine standards, and ensure the code reflects local knowledge and administrative practicality.

Task 3 Deliverables

- Zoning Code Outline (electronic)
- Recommended Zoning Map (electronic)
- Administrative Draft Zoning Code (electronic)

Task 4: Refinement & Adoption

The final phase focuses on refining the draft code through broad public input and preparing for successful adoption and implementation. We'll ensure the community understands how the new code implements their vision while preparing staff for effective administration.

Task 4.1: Public Review Draft Preparation

We will prepare a comprehensive public draft incorporating all Workgroup and staff feedback and develop an informational fact sheet highlighting key changes from the existing UDO.

Task 4.2: Community Open House

Our team will facilitate a public open house to present the new code, demonstrate how it implements the General Plan vision, gather final community input, and address questions and concerns from residents and property owners.

Task 4.3: Online Public Review Period

We will manage a formal online review period using Konveio for detailed draft review, collect and categorize all public comments, and prepare responses demonstrating how input was considered and incorporated. Comments received through this process will be integrated into the final zoning code.



Task 4.5: Planning & Zoning Commission and Town Council Study Session

We will facilitate a working study session to review public draft code details, discuss implementation strategies, prepare comprehensive staff reports, and support the commission and council through the public hearing process. Comments received through this process will be integrated into the final zoning code.

Task 4.6: Public Hearings

Our team will support Town staff and prepare and present the final zoning code at one Planning hearing and one Town Council hearing. Any conditions of approval will be incorporated into a final adopted zoning code.

Task 4 Deliverables

- Public Review Draft Zoning Code (electronic)
- Community Open House (in person)
- Response to Comments Report (electronic)
- Final Zoning Code (electronic)



6. Project Schedule

Chino Valley, Arizona - Zoning Code Rewrite Project																			
Project Task and Month		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
1	Project Management and Engagement		 D1 D2	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1	 D1
2	Discovery and Analysis			 															
3	Code Development																		
4	Refinement and Adoption													 D7		 D9			

MEETINGS

Internal Project Kick-off Meeting

Monthly Project Update & Review Meeting

Public Events and Workshops

Stakeholder Interviews/Focus Groups

Joint Planning Commission & City Council Study Session

Planning & Zoning Commission Hearing

City Council Hearing

DELIVERABLES

D#

D1 - Invoice & Progress Report

D2 - Progress Website

D3 - UDO Assessment & White Papers

D4 - Zoning Code Outline

D5 - Recommended Zoning Map

D6 - Administrative Draft Zoning Code

D7 - Public Review Draft Zoning Code

D8 - Response to Comments

D9 - Final Zoning Code

D10 - All Final Deliverables



PROJECT DESCRIPTION

The Town is looking for a Consultant Team to perform a rewrite of content and format of the existing Unified Development Ordinance (minus the Landscape Ordinance, which is currently underway by a separate consultant) and replace it with a Zoning Code (removing the development standards attributable to Public Works/Engineering) and separating out the language that constitutes the Subdivision Code, creating a separate Subdivision code section. The current UDO was adopted in 2006, with numerous amendments since that time. It is doubtful that the UDO has been updated to meet all the changing case law and state laws since 2006. The current code will not be used as a foundation for this new effort, though most existing residential districts and recent amendments will be included.

The new Zoning Code will need to implement the 'Make it Chino' General Plan that was ratified by voters in November 2023. This means creating new districts, providing guidance for HMU areas, and providing some good/basic design standards for developments along SR-89.

It is expected that the Zoning Code organization/layout could change. Graphics should be incorporated as much as possible to help users understand what the words are describing, visually. The definition section needs significant work, along with the need to create very specific purpose statements for each zoning district.

The zoning districts in the current UDO allow uses that are not appropriate within that district title. With the existing Code, for example, residential units are allowed in the Light Commercial District with a CUP and industrial uses are allowed in commercial zones. One of our goals is to create new zoning districts/categories with appropriate and more specific uses in each district. Our hope is that with the new districts (along with their more specific and varied uses) existing property owners will be enticed to rezone to a new District (replacing the old zoning district on their property), thereby eliminating future potential of additional incompatible land uses on that property, and reducing the number of properties with the old, incompatible zoning. In 2022, the Town 'retired' a zoning district that was no longer viable, moving it to the retired districts section of the UDO, effectively disallowing any additional properties to gain this zoning district, but keeping the district language in place to govern the properties that continue to have that zoning designation. It is anticipated that the existing Industrial and Commercial districts will be retired through this process and replaced with new districts identified in the new Zoning Code.

In January 2024, the staff was authorized by Town Council to form a staff advisory workgroup for the rewrite of the Zoning Code. The Workgroup began meeting in April, and has met monthly. The Workgroup has been working on new zoning district names and uses they would like to see in those districts (and uses they do not want to see in Chino Valley). This Workgroup will be integral in providing advise/suggestions for the new Zoning Code and for advocating for the new Zoning Code, once it is written.

EXPECTATIONS

While developing a new Zoning Code, the successful consulting team will need to:

- Work alongside Town staff throughout the process.

- Understand that most residents are not interested in additional growth in the community.
- Review the existing UDO with Town Staff to understand issues, concerns, and text and/or format that needs to be retained.
- Be visionary and creative.
- Be flexible.
- Have significant experience in writing zoning codes for rural areas in the western United States, northern Arizona is preferred, and understand basic issues of more rural areas (Planning Lite).
- Ensure that the final documents comply with Arizona State law.
- Assist in determining the appropriate outreach effort for the new zoning code. The Zoning Workgroup could convert to Ambassadors for the code once the work is complete.
- Understand the concept of “rural” character and what “rural” looks like within the community, how our “rural character” can balance and accommodate the needs of growth and development, and how that should be reflected visually and through words and graphics in the new Zoning Code.
- Provide a logical process schedule.
- Create a Zoning Code that is intuitive, graphically inviting, provides a thoughtful progression, and is easy for non-planners and non-engineers to use and understand.
- Create effective visualization tools in order to communicate the changes proposed in the new Zoning Code.
- Embrace the Staff Advisory Zoning Workgroup as a valuable piece of the successful process.
- Along with the zoning code, it is anticipated that an executive summary of changes made to transform the document from the existing UDO to the new Codes will be required. This will be the talking paper for explaining the changes/new codes to the Zoning Workgroup, Planning Commission, and Town Council.
- Keep the Town staff fully apprised of the status of the project by providing timely meetings and other forms of communication.
- Designate a Project Manager who will be the point of contact for the Town. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the Zoning Code rewrite.
- Regular communication (minimally monthly) with Town staff is essential.
- Meet monthly with the Zoning Workgroup (a staff-appointed group of citizens) and Town Staff is required.

WORK PLAN

The Consultant Team is to provide a detailed Project Schedule/Work Plan Proposal, which includes a list of required key tasks, activities, durations, and milestones to complete the Zoning Code rewrite. Time frames should be stated in terms of the number of calendar days required to complete the specified tasks using the Town’s Notice to Proceed as the start date. The schedule

should identify time periods as the total elapsed time from the start date. The schedule should track the independent timing for each of the major work components and the different documents to be developed, reviewed, and adopted. The schedule should include the public participation process (primarily work with the existing Zoning Code Staff Advisory Committee), suggested community outreach for a project of this magnitude based on limited general public knowledge of the zoning code (what do we share that people will understand), and public hearings. Town staff will discuss and finalize the Work Plan and budget with the selected Consultant Team prior to execution of a contract for the project. Include an Outline of the process that will be used to review the existing UDO for legal compliance. Provide a process for the UDO rewrite. Describe how and where graphics will be included in the new document, along with formatting options and graphic layouts. Identify specific areas in Town that need special zoning attention.

DELIVERABLES

The Town foresees the need for a range of deliverables but with an emphasis on highly visual materials that can be easily understood and accessed by a wide range of audiences. Provide a list of deliverables required throughout the project timeline, including maps, UDO evaluation reports, draft formats and graphics, potential districts for special focus areas in Town, periodic executive summaries to update the Planning Commission and Town Council, and public hearing draft documents for the Committee (10 members), the Planning and Zoning Commission (8 members), the staff (5 members) and the Town Council and Town Attorney (10 members), and final bound copies.

MEETING SCHEDULE AND COMMUNICATION

The Consultant Team will keep the Town staff fully apprised of the status of the project by providing timely meetings and other forms of communication.

- Consultant Team will designate a Project Manager who will be the point of contact for the Town. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the Zoning Code rewrite.
- Regular communication (minimally monthly) with Town staff is essential. It is anticipated that these meetings will be comprised of the Consultant Team Leader and appropriate team members, as well as Town staff. These monthly meetings can be a combination of in-person and virtual, depending on the work to be discussed. The Consultant Team needs to identify the number of each type of meeting in their proposal.
- It is also anticipated that the use of additional conference calls will be necessary at various times throughout the process. The number of these meetings is indeterminate and are not in lieu of the monthly meetings.
- Plan for (5) Planning Commission or Town Council meetings in the Proposed Budget. Please note that at the discretion of the Town, a joint meeting of the Town Council and Planning

Commission may be convened and shall constitute one (1) meeting. Please list the cost for each individual meeting as a separate cost item and include these meetings in the Work Plan and Budget.

- Prepare informative PowerPoint or other graphic presentations for meetings with the Committee, Commission, or Council



Building Communities.
Improving Lives.

Town of Chino Valley

FEE PROPOSAL FOR

Planning Consulting Services for the Town of Chino Valley Zoning
Code Rewrite Project

JULY 14, 2025



Ed Boik, AICP

430 W. Warner Road, Suite A111
Tempe, AZ 85284

Direct 623.387.9668

edwardboik@hrgreen.com

7. Fee Proposal

Town of Chino Valley Zoning Code Rewrite
Fee Schedule

	Project Director	Project Manager	Senior Planner / Technical Lead	Mid-level Planner / Analyst	Junior Planner / Assistant	GIS	Graphics	Total Hours by Task	Task Labor Total	ODC	Task Total
Task 1: Project Management & Engagement	18	44		24	54	8	6	154	\$26,780		\$26,780
Task 2: Discovery & Analysis	26	46	36	44	62	8	12	234	\$40,360	\$1,120.00	\$41,480
Task 3: Code Development	38	152	110	146	254	54	48	802	\$127,680	\$1,120.00	\$128,800
Task 4: Refinement & Adoption	18	62	30	40	86	10	16	262	\$43,420	\$625.00	\$44,045
OPTIONAL: Konveio Public Comment Platform								0	\$0	\$5,500.00	\$5,500
Total Labor Hours by Role	100	304	176	254	456	80	82	1452			
Hourly Rate by Role	\$300	\$220	\$170	\$150	\$120	\$120	\$110				
Total Fee by Role	\$30,000	\$66,880	\$29,920	\$38,100	\$54,720	\$9,600	\$9,020				
Total Labor									\$238,240		
Total ODC										\$8,365.00	
Total Labor + ODC											\$241,105
Total Labor + ODC + Optional (total not to exceed)											\$246,605







TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 8/26/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a position title and duty change in the Public Works Department moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

SUMMARY:

With the opening of the Administrative Technician position within the Public Works Department, staff took the opportunity to evaluate the relatively new position. In the short time the previous administrative technician had with the department, he helped identify key areas of strength this position needed. Engineering continues to evolve in the permitting process and, with training and experience, the need for a higher level of technical abilities continues to grow. The department directly handles several permits, including driveway, grading, right-of-way, utility, and flood plain. The administrative technician needs to be able to process these permits as well as provide technical support such as data entry and basic report creation for requests for information and administrative processing, particularly with our new "Chino Valley Connected" customer relationship management software, and ensuing GIS application interfaces. The increase in pay grade for the new position request is within the current budget and also meets all checks and balances for internal equity when considering similar positions in other departments.

Staff request that Council approve the position change in the Public Works Department from the current Administrative Technician to a Senior Administrative Technician.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve a position title and duty change in the Public Works Department, moving the current Administrative Technician position to a Senior Administrative Technician, and approving the updated FY 2025-26 Personnel Schedule.

FISCAL IMPACT?

The pay grade of the new position is 20 compared to the prior grade of 17. However, it is expected that the current budget will sufficiently cover the hiring salary of the position.

ATTACHMENTS:

1.	TCV Senior Administrative Technician Public Works
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2.	FY 2025-26 Personnel Schedule
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ADMINISTRATIVE TECHNICIAN, SENIOR – PUBLIC WORKS

Department: **Public Works**

Class Code:

Reports to: **Director or Assignee**

FLSA Status:

Non-Exempt

GENERAL PURPOSE: Under limited supervision, provide administrative support services to the Public Works Department. Serves as front line for telephone and in-person requests for information pertaining to Public Works and Engineering. Records management, data entry, and reporting, including GIS and CRM applications. Manage departmental permitting.

PRIMARY DUTIES AND RESPONSIBILITIES:

*The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification, only a representative summary of the primary duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

- Serves as the Department's first point of contact for customer interaction; provides excellent customer service, projects a professional image, communicates clearly and courteously with internal and external customers by telephone, in writing and in person.
- Schedules meetings and maintains the calendar for the Public Works Director/Town Engineer; performs various staff support work. Schedules and/or attends staff meetings and training courses.
- Accepts and reviews right-of-way, floodplain, grading, engineering and other applicable permit submittals for completeness, calculates and collects applicable fees. Forwards applications to appropriate staff for review.
- Receives incoming calls from the public and/or staff and provides information as necessary; replies, forwards, sends and receives e-mails.
- Writes office procedures, general correspondence, memoranda, letters, and informational handouts.
- Maintains, creates and organizes files for all divisions under the Public Works Department; maintains records, files and logs; processes records requests and accident reports.
- Performs data entry and manages all incoming requests are assigned appropriately and processes monthly reports through SeeClickFix, and Chino Valley Connected.
- Processes random pulls for drug and alcohol testing for US-DOT employees and the Non-DOT Transit Program volunteers; notifies supervisors regarding pulled employees; maintains confidential drug and alcohol testing files; schedules CDL employee's medical examinations; receives employee drug and alcohol test results; communicates with the testing company.
- Participates in the implementation of departmental goals, objectives, policies and procedures.
- Performs research including but not limited to land use, zoning, and property research.
- Orders office supplies and equipment for all divisions; processes, monitors and provides petty cash; makes travel arrangements.
- Creates and reviews requested reports relating to GIS and Public Works Permitting.
- Orders or cancels gas credit cards; revises and maintains spreadsheets; creates and prints business cards.
- Maintains the integrity, professionalism, values and goals of the Town by assuring that all rules and regulations are followed, and that accountability and public trust are preserved.
- Supports the relationship between the Town and the constituent population by demonstrating courteous and cooperative behavior when interacting with residents, visitors and Town staff; enthusiastically promotes the Town's goals and priorities in compliance with all policies and procedures.
- Maintains absolute confidentiality of cases, issues, and records.
- Performs related duties as required or assigned.

MINIMUM QUALIFICATIONS:**Education and Experience:**

High school diploma or equivalent and 3 years of experience in advanced administrative support, including one year of permitting experience, or an equivalent combination of education, training and experience.

Required Licenses or Certifications:

- May require possession of a valid driver's license.
- ICC Permit Technician Certification preferred; certification within 6 months of hire required.
- GIS Administrative Certification within 12 months of hire require.

Required Knowledge of:

- Modern office procedures, practices and equipment.
- Microsoft Office Suite skills including MS Word, Excel, PowerPoint, and Outlook.
- Pertinent rules, regulations, office policies and procedures related to assigned duties.
- English usage, spelling, grammar, and punctuation.
- Uses and applications of personal computers and various software applications.

Required Ability to:

- Develop and maintain effective working relationships with Town staff, external organizations, vendors, suppliers, contractors, community groups, other public jurisdictions and the public.
- Provide excellent customer service.
- Establish and maintain various manual and automated records and filing systems.
- Make decisions, maintain composure and work effectively under stressful conditions.
- Analyze, appraise and organize facts and present material in a concise and logical manner.
- Communicate effectively, both orally and in writing.
- Assess and prioritize multiple tasks, projects and demands.
- Operate a personal computer utilizing a variety of business software.
- Maintain strict confidentiality.

Physical Demands / Work Environment:

- Work is performed in a traditional office environment. May be required to perform a full range of motion with lifting and/or carrying supplies, materials, equipment and/or items weighing up to 25 pounds.

Classification	Adopted	Revised	Retitled	Class Code / Range	FLS Designation	Step
				20	Non-exempt	

APPROVED: Human ResourcesDATE: 8/2025



Personnel Schedule and Ranges

Department/Position	FY 2023-24 Actual	FY 2024-25 Budget	FY 2025-26 Budget	Pay Grade	Range Minimum	Range Maximum
Mayor and Council						
Mayor	1.00	1.00	1.00		<i>Elected Officials</i>	
Vice Mayor	1.00	1.00	1.00		<i>Elected Officials</i>	
Council Members	5.00	5.00	5.00		<i>Elected Officials</i>	
Total	7.00	7.00	7.00			
Community Services						
Community Services Director	1.00	1.00	1.00	36	99,340.80	136,510.40
Library Director/Special Projects Manager	1.00	-	-	35	94,598.40	130,020.80
Library Manager	1.00	1.00	1.00	26	60,985.60	83,824.00
Librarian, Youth Services	1.00	1.00	1.00	21	47,777.60	65,665.60
Librarian, Technical Services	-	-	1.00	21	47,777.60	65,665.60
Recreation/Events Coordinator, Senior	1.00	1.00	1.00	20	45,489.60	62,545.60
Recreation/Events Coordinator	1.00	1.00	1.00	17	39,312.00	54,038.40
Cook	1.00	1.00	1.00	14	33,966.40	46,675.20
Library Assistant	2.25	3.75	2.50	14	33,966.40	46,675.20
Assistant Cook	1.00	1.00	1.00	11	31,449.60	40,331.20
Administrative Aide	0.50	0.50	0.50	11	31,449.60	40,331.20
Kitchen Assistant	0.75	0.75	0.75	10	31,449.60	38,313.60
Seasonal Aquatics Staff	4.50	4.50	4.50	10	31,449.60	38,313.60
Total	16.00	16.50	16.25			
Development Services						
Development Services Director	1.00	1.00	1.00	41	126,755.20	174,241.60
Assistant Development Services Director	1.00	1.00	1.00	36	99,340.80	136,510.40
Chief Building Official	1.00	1.00	1.00	31	77,833.60	106,974.40
Planner, Senior	1.00	1.00	1.00	30	74,110.40	101,878.40
GIS Specialist	-	-	1.00	27	64,022.40	88,004.80
Building Inspector, Senior	1.00	1.00	1.00	25	58,073.60	79,830.40
Plans Examiner	1.00	1.00	1.00	24	55,307.20	76,024.00
Code Enforcement Officer	2.00	2.00	2.00	23	52,665.60	72,404.80
Processing Coordinator, Senior	1.00	1.00	1.00	23	52,665.60	72,404.80
Permit Technician	2.00	1.00	1.00	20	45,489.60	62,545.60
Total	11.00	10.00	11.00			
Finance						
Finance Director	1.00	1.00	1.00	41	126,755.20	174,241.60
Finance Manager	1.00	1.00	1.00	32	81,723.20	112,320.00
Accountant	1.00	1.00	1.00	25	58,073.60	79,830.40
Accounting Technician, Senior	1.00	1.00	1.00	20	45,489.60	62,545.60
Total	4.00	4.00	4.00			



Personnel Schedule and Ranges

Department/Position	FY 2023-24 Actual	FY 2024-25 Budget	FY 2025-26 Budget	Pay Grade	Range Minimum	Range Maximum
Human Resources						
Human Resources Director	1.00	1.00	1.00	38	109,491.20	150,508.80
Human Resources Analyst, Senior	1.00	1.00	1.00	28	67,225.60	92,414.40
Paralegal	1.00	1.00	1.00	23	52,665.60	72,404.80
Total	3.00	3.00	3.00			
Information Technology Services						
Information Technology Manager	1.00	1.00	1.00	32	81,723.20	112,320.00
IT Support Technician	2.00	2.00	2.00	23	52,665.60	72,404.80
Total	3.00	3.00	3.00			
Municipal Court						
Magistrate	1.00	1.00	1.00	<i>Contract Based</i>		
Court Administrator	1.00	1.00	1.00	28	67,225.60	92,414.40
Court Security Officer	0.50	0.50	0.50	18	41,267.20	56,742.40
Court Clerk	2.00	2.00	2.00	18	41,267.20	56,742.40
Court Clerk (Temporary)	-	0.50	0.50	18	41,267.20	56,742.40
Total	4.50	5.00	5.00			
Police						
Chief of Police	1.00	1.00	1.00	PD18	125,507.20	172,515.20
Deputy Chief of Police	1.00	-	-	PD16	108,180.80	148,699.20
Police Lieutenant	1.00	2.00	2.00	PD14	98,342.40	135,179.20
Police Sergeant	5.00	5.00	5.00	PD10	80,912.00	111,217.60
Police Officer	24.00	26.00	27.00	PD4	63,398.40	87,152.00
Police Civilian Operations Supervisor	1.00	1.00	1.00	27	64,022.40	88,004.80
Police Services Specialist	4.00	4.50	4.50	20	45,489.60	62,545.60
Property & Evidence/Crime Scene Tech.	1.00	1.00	1.00	20	45,489.60	62,545.60
Animal Control Officer	2.00	2.00	2.00	19	43,326.40	59,571.20
Adoption Specialist/Shelter Tech., Senior	1.00	1.00	1.00	16	37,440.00	51,459.20
Adoption Specialist/Shelter Technician	1.00	1.00	1.00	13	32,344.00	44,449.60
Total	42.00	44.50	45.50			
Public Works						
Public Works Director/Town Engineer	1.00	1.00	1.00	41	126,755.20	174,241.60
Assistant Town Engineer	1.00	1.00	1.00	35	94,598.40	130,020.80
Capital Project Manager	1.00	1.00	1.00	33	85,800.00	117,936.00
Facilities and Parks Manager	1.00	1.00	1.00	29	70,595.20	97,011.20
Fleet Manager	1.00	1.00	1.00	27	64,022.40	88,004.80
PW Management Analyst	1.00	1.00	1.00	27	64,022.40	88,004.80
Public Works Inspector	-	1.00	1.00	24	55,307.20	76,024.00
Fleet Mechanic, Senior	-	-	1.00	23	52,665.60	72,404.80
Facilities/Pool Maintenance Worker, Senior	1.00	1.00	1.00	22	50,169.60	68,972.80
Fleet Mechanic	2.00	2.00	1.00	21	47,777.60	65,665.60



Personnel Schedule and Ranges

Department/Position	FY 2023-24 Actual	FY 2024-25 Budget	FY 2025-26 Budget	Pay Grade	Range Minimum	Range Maximum
Administrative Technician, Senior	-	-	1.00	20	45,489.60	62,545.60
Parks Maintenance Worker, Senior	2.00	2.00	2.00	20	45,489.60	62,545.60
Facilities Maintenance Worker, Senior	1.00	1.00	1.00	20	45,489.60	62,545.60
Parks Maintenance Worker	3.00	4.00	4.00	17	39,312.00	54,038.40
Facilities Maintenance Worker	1.00	1.00	1.00	17	39,312.00	54,038.40
Administrative Technician	1.00	1.00	-	17	39,312.00	54,038.40
Seasonal Parks Maintenance Worker	0.50	-	-	17	39,312.00	54,038.40
Custodian	3.00	2.00	2.00	13	32,344.00	44,449.60
HURF						
Streets Manager	1.00	1.00	1.00	29	70,595.20	97,011.20
Streets Foreman	1.00	1.00	1.00	25	58,073.60	79,830.40
Public Works Inspector	1.00	-	-	24	55,307.20	76,024.00
Streets Maintenance Worker, Senior	2.00	2.00	2.00	20	45,489.60	62,545.60
Streets Maintenance Worker	4.00	3.00	3.00	18	41,267.20	56,742.40
Streets Maintenance Worker (Non-CDL)	-	2.00	2.00	17	39,312.00	54,038.40
Utilities						
Utilities Manager	1.00	1.00	1.00	32	81,723.20	112,320.00
Utilities Operator	1.00	1.00	1.00	27	64,022.40	88,004.80
WWTP Operator	1.00	1.00	1.00	27	64,022.40	88,004.80
Utilities Maintenance Mechanic	2.00	2.00	2.00	24	55,307.20	76,024.00
Utilities Maintenance Technician, Senior	1.00	1.00	1.00	22	50,169.60	68,972.80
Utilities Maintenance Technician	1.00	1.00	1.00	19	43,326.40	59,571.20
Total	36.50	37.00	37.00			
Town Clerk						
Town Clerk	1.00	1.00	1.00	34	90,105.60	123,843.20
Deputy Town Clerk/Records Technician	1.00	1.00	1.00	22	50,169.60	68,972.80
Records Technician, Senior	1.00	1.00	1.00	20	45,489.60	62,545.60
Administrative Technician	0.80	1.00	1.00	17	39,312.00	54,038.40
Total	3.80	4.00	4.00			
Town Manager						
Town Manager	1.00	1.00	1.00	45	154,086.40	211,806.40
Economic Dev./ Intergov. Manager	1.00	1.00	1.00	32	81,723.20	112,320.00
Assistant to the Town Manager	1.00	1.00	-	32	81,723.20	112,320.00
Executive Analyst	-	-	1.00	32	81,723.20	112,320.00
Executive Assistant	-	-	1.00	20	45,489.60	62,545.60
Administrative Technician, Senior	1.00	1.00	-	20	45,489.60	62,545.60
Total	4.00	4.00	4.00			
Grand Total	134.80	138.00	139.75			



General Employee Salary Schedule

Pay Grade	Range Minimum	Range Midpoint	Range Maximum	Position
10	31,449.60	33,924.80	38,313.60	Kitchen Assistant Seasonal Aquatics Staff
11	31,449.60	33,924.80	40,331.20	Administrative Aide Assistant Cook
12	31,449.60	33,924.80	42,328.00	
13	32,344.00	38,396.80	44,449.60	Adoption Specialist/Shelter Technician Custodian
14	33,966.40	40,331.20	46,675.20	Cook Library Assistant
15	35,651.20	42,328.00	49,004.80	
16	37,440.00	44,449.60	51,459.20	Adoption Specialist/Shelter Tech., Senior
17	39,312.00	46,654.40	54,038.40	Administrative Technician Facilities Maintenance Worker Parks Maintenance Worker Recreation/Events Coordinator Seasonal Parks Maintenance Worker Streets Maintenance Worker (Non-CDL)
18	41,267.20	49,004.80	56,742.40	Accounting Technician Court Clerk Court Security Officer Records Technician Streets Maintenance Worker
19	43,326.40	51,438.40	59,571.20	Animal Control Officer Utilities Maintenance Technician
20	45,489.60	54,017.60	62,545.60	Accounting Technician, Senior Administrative Technician, Senior Court Clerk, Senior Executive Assistant - Town Manager's Office Facilities Maintenance Worker, Senior Parks Maintenance Worker, Senior Permit Technician Planning Technician Police Services Specialist Processing Coordinator Property & Evidence/Crime Scene Tech. Records Technician, Senior Recreation/Events Coordinator, Senior Streets Maintenance Worker, Senior



General Employee Salary Schedule

Pay Grade	Range Minimum	Range Midpoint	Range Maximum	Position
21	47,777.60	56,721.60	65,665.60	Fleet Mechanic Librarian, Technical Services Librarian, Youth Services
22	50,169.60	59,550.40	68,972.80	Deputy Town Clerk/Records Technician Facilities/Pool Maintenance Worker, Senior Utilities Maintenance Technician, Senior
23	52,665.60	62,545.60	72,404.80	Assistant Planner Building Inspector Code Enforcement Officer Fleet Mechanic, Senior IT Support Technician Paralegal Permit Technician, Senior Processing Coordinator, Senior
24	55,307.20	65,665.60	76,024.00	Plans Examiner Public Works Inspector Utilities Maintenance Mechanic
25	58,073.60	68,931.20	79,830.40	Accountant Building Inspector, Senior Code Enforcement Officer, Senior Mechanic Foreman Streets Foreman
26	60,985.60	72,404.80	83,824.00	Human Resources Analyst IT Support Technician, Senior Library Manager Planner, Associate
27	64,022.40	76,024.00	88,004.80	Fleet Manager GIS Specialist Police Civilian Operations Supervisor PW Management Analyst Utilities Maintenance Mechanic, Senior Utilities Operator WWTP Operator
28	67,225.60	79,830.40	92,414.40	Accountant, Senior Court Administrator Human Resources Analyst, Senior
29	70,595.20	83,803.20	97,011.20	Facilities and Parks Manager Streets Manager
30	74,110.40	88,004.80	101,878.40	Planner, Senior



General Employee Salary Schedule

Pay Grade	Range Minimum	Range Midpoint	Range Maximum	Position
31	77,833.60	92,393.60	106,974.40	Chief Building Official Streets Superintendent
32	81,723.20	97,011.20	112,320.00	Executive Analyst - Town Manager's Office Economic Dev./ Intergov. Manager Finance Manager Information Technology Manager Project Engineer Utilities Manager
33	85,800.00	101,857.60	117,936.00	Capital Project Manager
34	90,105.60	106,974.40	123,843.20	Town Clerk
35	94,598.40	112,320.00	130,020.80	Assistant Town Engineer Library Director and Special Projects Manager
36	99,340.80	117,915.20	136,510.40	Assistant Development Services Director Community Services Director Public Affairs Director
37	104,291.20	123,822.40	143,353.60	
38	109,491.20	130,000.00	150,508.80	Assistant Public Works Director/Assistant Town Engineer Human Resources Director Town Engineer
39	114,982.40	136,510.40	158,038.40	
40	120,723.20	143,332.80	165,963.20	
41	126,755.20	150,508.80	174,241.60	Development Services Director Finance Director Public Works Director/Town Engineer
42	133,099.20	158,038.40	182,956.80	
43	139,755.20	165,942.40	192,108.80	Assistant Town Manager
44	146,744.00	174,220.80	201,718.40	
45	154,086.40	182,936.00	211,806.40	Town Manager



Police Employee Salary Schedule					
Position	Pay Grade	Range Minimum	Range Midpoint	Range Maximum	Position
Cadet	PD1	63,398.40	63,398.40	63,398.40	Cadet
Police Officer	PD4	63,398.40	75,275.20	87,152.00	Police Officer
Sergeant	PD10	80,912.00	96,075.20	111,217.60	Sergeant
Lieutenant	PD14	98,342.40	116,771.20	135,179.20	Lieutenant
Deputy Chief of Police	PD16	108,180.80	128,419.20	148,699.20	Deputy Chief of Police
Chief of Police	PD18	125,507.20	149,032.00	172,515.20	Chief of Police