



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, DECEMBER 9, 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**
- 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.

- Status reports by Mayor and Council regarding current events.
- Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

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

- a. Consideration and possible action to authorize staff to proceed with a Permanent Base Adjustment ballot measure to be presented for Council approval at a future meeting.
- b. Consideration and possible action to approve the Interagency Service Agreement for AzTraCS use between the Arizona Department of Transportation and the Chino Valley Police Department.
- c. Consideration and possible action to approve an Intergovernmental Agreement with Yavapai County for law enforcement records management and maintenance services.
- d. Consideration and possible action to approve the November 18, 2025, study session and regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025.

Recommended Action: Accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025, and the Annual Expenditure Limitation Report.

- b. Consideration and possible action to approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

Recommended Action: i) Hold a Public Hearing ii) Approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

- c. Consideration and possible action to approve Ordinance No. 2025-960, to rezone approximately 197 acres of land located southeast of the Jerome Junction and East Road 4 North intersection, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2025-960 to rezone approximately 197 acres of land, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

- d. Consideration and possible action to approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

- e. Consideration and possible action to approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring in the amount of \$52,192.88.

Recommended Action: Approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring for \$52,192.88.

- f. Consideration and possible action to approve a Purchase Agreement with the Trust for Public Land for the Upper Sullivan Canyon property.

Recommended Action: Approve the Upper Sullivan Canyon Purchase Agreement between the Town of Chino Valley and the Trust for Public Land.

- g. Consideration and possible action to approve the 2026 Base Council Meeting Schedule.

Recommended Action: Approve the 2026 Base Council Meeting Schedule.

7. ADJOURNMENT

Dated this 2nd day of December, 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 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 # 5a
MEETING DATE: 12/9/2025
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to authorize staff to proceed with a permanent base adjustment ballot measure to be presented for Council approval at a future meeting.

SUMMARY:

Under Article IX, Section 20 of the Arizona Constitution, the Town is subject to an annual expenditure limitation established by the Economic Estimates Commission. This formula is based on the Town's FY 1979–80 actual expenditures, adjusted each year for changes in population and inflation.

Because the Town of Chino Valley operates under the Home Rule Option, voters currently authorize the Town to set its own expenditure limit through the annual budget process. Home Rule must be renewed by voters every four years, with the next election required in 2028.

A Permanent Base Adjustment is an alternative form of voter-approved expenditure flexibility. Instead of eliminating the state limitation, it permanently increases the Town's base expenditure level used in the state formula. The adjustment is approved once by voters and becomes part of the Town's future calculations, eliminating the need for recurring Home Rule elections. If approved by voters, the Permanent Base Adjustment would:

- Eliminate the need for recurring Home Rule elections every four years.
- Maintain local budget authority permanently under the state's expenditure framework.
- Protect the Town's ability to fund operations and capital projects with existing revenues.
- Not increase or create any new taxes.

If the measure is not approved by voters, the Town would continue under its existing Home Rule authority, but would remain dependent on future renewals.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Staff recommends Council authorize staff to proceed with a permanent base adjustment ballot measure to be presented for Council approval at a future meeting.

FISCAL IMPACT?

There is minimal fiscal impact to initiating the process. Election costs associated with a Permanent Base Adjustment question would occur during the next regular election cycle and are already included in the Town Clerk's operating budget.

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 12/9/2025
CONTACT PERSON: Joshua McIntire, Chief of Police
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Interagency Service Agreement for AzTraCS use between the Arizona Department of Transportation and the Chino Valley Police Department.

SUMMARY:

The purpose of this item is to request Council approval of an Interagency Service Agreement (ISA) with the Arizona Department of Transportation (ADOT) for the Town's use of the Arizona Traffic and Criminal Software (AzTraCS) system. AzTraCS is a statewide, electronic reporting platform used by law enforcement agencies to complete and submit crash reports, citations, and related forms. Entering into this Agreement will allow the Chino Valley Police Department to fully utilize AzTraCS at no cost for the software, improve the accuracy and timeliness of traffic and crash reporting, streamline data sharing with ADOT and other agencies, and enhance overall recordkeeping and analysis of traffic-related incidents within the Town.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Interagency Service Agreement for AzTraCS use between the Arizona Department of Transportation and the Chino Valley Police Department.

FISCAL IMPACT?

There is no cost to utilize the AZTraCS software. The corresponding equipment is being provided through a Governors Office Highway Safety (GOHS) grant.

ATTACHMENTS:

1.	revised Chino Valley PD TraCS Contract
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INTERAGENCY SERVICE AGREEMENT

AzTraCS Use

Between

Arizona Department of Transportation

And

Chino Valley Police Department

ADOT Contract Number: DT-ITG-2025-004

THIS AGREEMENT is entered into between the Arizona Department of Transportation (ADOT) and the **Chino Valley Police Department** for the purpose of outlining responsibilities for the use of the software, state standard data entry forms, and associated data files, central-site database schema, XML Electronic Incident Data Submission (EIDS) and all associated documentation/ instructions (collectively hereinafter referred to as Arizona Traffic and Criminal Software, or AzTraCS).

WHEREAS, the Traffic and Criminal Software (TraCS) is licensed by the Iowa Department of Transportation for ADOT to develop Arizona's custom safety data collection capabilities; which include crash, citation and other data entry forms (i.e., state standard data entry forms) for the electronic capture by and transfer of data from law enforcement agencies to ADOT and the courts; and

WHEREAS, ADOT has entered into an agreement with the Iowa Department of Transportation (IDOT) for the ability to use certain software products (the "Master Agreement") known as the "Traffic and Criminal Software" ("TraCS Software"); and

WHEREAS, AGENCY is a governmental public safety agency within state of Arizona; and

WHEREAS, pursuant to the terms and conditions of the Master Agreement, ADOT desires to grant to AGENCY, and AGENCY desires to receive a non-exclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software; and

WHEREAS, it is the intention of ADOT to provide AzTraCS to any law enforcement agency in Arizona free of charge, based on ADOT support staff availability and the AGENCY's ability to self-support; and

WHEREAS, A.R.S. § 28-410 authorizes ADOT to enter into an agreement for the maintenance and support for computer software distributed to other agencies or political subdivisions of this state; and

WHEREAS, upon mutual agreement, ADOT and AGENCY agree to the terms and definitions described below and on the following pages for the use of AzTraCS, in whole or in part.

THEREFORE, ADOT and AGENCY agree as follows:

SECTION I. TERMS OF AGREEMENT

A. ADOT SHALL:

1. Grant to AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sub licensable license to use the object code version of the Licensed Software. The Licensed Software is to be used only on computers owned by the AGENCY and used only by employees of the AGENCY.

2. Grant to the AGENCY, subject to the terms and conditions of this Sublicense, a nonexclusive, nontransferable, non-sublicensable license to use the TraCS software trademark (the “Licensed Mark”) on and in conjunction with the Licensed Software and promotional materials for the Licensed Software.
3. Provide the current version of AzTraCS to the AGENCY at no cost to the AGENCY.
4. Establish, once AzTraCS begins statewide rollout, an AzTraCS steering committee comprised of AzTraCS user agency representatives to prioritize AzTraCS enhancements, functionality and form requests, issues, etc. ADOT will not permit any representatives on the AzTraCS steering committee from agencies that have not signed an AzTraCS Use Agreement.
5. Provide limited support to answer questions during the initial setup of AzTraCS. The support is limited to two designated persons within the AGENCY and shall include:
 - a. Assisting AGENCY SME or IT to install and configure additional TraCS workstations.
 - b. Assisting AGENCY SME or IT to create initial users accounts.
 - c. Dedicated ADOT Assistance during “go-live” week.
6. Review, prioritize and schedule change requests for inclusion in future software releases. Change requests for state provided form enhancements or any component of AzTraCS shall be directed to ADOT. Any enhancement that requires funding will be the responsibility of the AGENCY to obtain the necessary financing. If the enhancement benefits multiple agencies, ADOT will assist in securing funding. No matter where funding comes from, ADOT and/or its contractors will make all changes to AzTraCS.
7. Support the use of the AzTraCS system by offering one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
8. Provide training and installation documentation, an AzTraCS User Guide, an AzTraCS Technical Guide, and System Administration manual on a CD-ROM or in other electronic format.
9. Provide programming development, enhancements, deployment and ongoing support of AzTraCS.
 - a. Address those AzTraCS application issues that cannot be resolved by the Town SME and the Town IT staff.
 - b. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support.
 - c. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - d. Support Issues will be addressed within:
 - i. 24 hours for issues impacting production environment.
 - ii. 5 business days for issues impacting test/development environment.
10. Provide software releases bug fixes and other updates on CD-ROM or in other electronic format. One CD will be provided to the designated contact within the AGENCY.
11. Support AzTraCS administrative requirements including funding for licensing, marketing and other managerial support.

12. Maintain all parts of AzTraCS under ADOT's control. "Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under ADOT control, it will notify and work with the proper ADOT representative.
13. Develop a process for forms development in conjunction with AGENCY.
14. Be the sole contractor and sole contact agency with Technology Enterprise Group, approved vendor of Iowa TraCS.

B. AGENCY SHALL:

1. Not distribute, license, lease or sell, whole or part, AzTraCS to any other entity. This agreement is only for the use of AzTraCS by the AGENCY.
2. Not use any part of AzTraCS with any other application software without prior written approval from ADOT.
3. Not alter the state provided form(s) and AzTraCS database in any way without express written approval from ADOT.
4. Not introduce custom system enhancements during the AGENCY implementation phase.
5. Coordinate the use of AzTraCS with local courts.
6. Designate two AGENCY contacts (one sworn and one IT staff) for: problem resolution, transmission issues, training "train-the-trainer"); and to make appropriate personnel available for training.
7. Provide feedback to ADOT on request, including copies of all collected data and other essential data files. This data will only be used by ADOT for research, testing, debugging and development purposes, and will not be released to the general public.
8. Participate in the electronic transfer of data, via the XML Electronic Incident Data Submission (EIDS) capabilities built into AzTraCS. This data will then be transferred to ADOT, AOC, etc. for processing.
9. Notify ADOT of any newly developed AGENCY forms and to share such forms with ADOT upon request.
10. Deploy data file updates, as well as any new AzTraCS software releases within 30 days of receipt.
11. Supply, configure, administer and provide first-line support for all hardware (such as laptops, server, barcode scanners and printers), central-site database and secure network connectivity enabling the use of AzTraCS and/or XML EIDS.
12. Manage, support and ensure security is properly implemented within AzTraCS.
13. Provide ADOT with a software viewer for any diagramming tool software employed with AzTraCS.
14. Adhere to State data classification and handling policies and standards.
15. Maintain a current ADOT Data Access/Exchange Agreement.

16. Provide all necessary software and all necessary hardware including servers, workstations, laptops and peripherals prior to the start of the project.
17. Maintain all parts of AzTraCS under AGENCY's control. The portion of the system "under Agency control" includes:
 - a. The hardware and operating system associated with the in-vehicle equipment.
 - b. The hardware, database and operating system associated with the central- site AzTraCS computer.
 - c. Backup & restoration of all system and crash data."Maintenance" means support, upkeep, repair and periodic duplication or "back-up" of records in order to safeguard the data. The AGENCY will take reasonable measures to prevent or correct system trouble with any portion of the system "under their control". If the AGENCY determines any system trouble to be under state control, it will notify and work with the proper state representative.
18. AGENCY shall provide a minimum of one sworn member to sit on the TraCS forms committee and attend quarterly user's group meetings.

C. EFFECTIVE DATE

1. This Agreement will become effective upon proper execution and will remain in effect for the duration of the program, unless sooner terminated in accordance with the provisions of this Agreement.

D. AMENDMENT AND TERMINATION

1. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
2. Any Amendment to this Agreement shall be in writing and shall be signed by both parties.
3. Either party may terminate this Agreement for failure, by the other party, to perform the duties of the Agreement, following issuance of a fifteen day written, notification of default and a thirty day advance written notice of termination. Both parties to the Agreement shall make a reasonable effort to resolve the default or claim of default, prior to issuance of the termination notice.
 - a. This Sublicense automatically terminates at the termination of the Master Agreement between ADOT and IDOT. If automatic termination occurs, AGENCY will be provided a 45 day period to cease any and all use of the Licensed Software ("Phase Out Period").
 - b. At the end of the Phase Out Period, AGENCY shall immediately stop using the Licensed Software and promptly return to ADOT all copies of the Licensed Software or certify that all copies have been destroyed.
4. Pursuant to A.R.S. § 38-511, ADOT may cancel this Agreement without penalty or further obligation in the event any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of ADOT is, or becomes at any time while the Agreement or an extension or renewal of the Agreement is in effect, an employee of or a consultant to any party to this Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when the AGENCY receives written notice of the cancellation unless the notice specifies a later time. ADOT may, by written notice to the AGENCY, immediately terminate this Agreement if ADOT determines that employment or a gratuity was offered or given by AGENCY or any agent or representative of AGENCY to any officer or employee of ADOT for the purpose of influencing the securing of the Agreement, an amendment of the Agreement, or

favorable treatment concerning the Agreement, including the making of any determination or decision regarding Agreement performance.

5. AGENCY or ADOT may cancel this Agreement without penalty or further obligation. The cancellation shall be effective when AGENCY or ADOT receives written notice of the cancellation unless the notice specifies a later time.

E. MISCELLANEOUS

1. The AGENCY acknowledges that the Licensed Software contains Intellectual Property belonging to the Iowa Department of Transportation, and that access to this Intellectual Property is conditioned upon the terms and conditions of this Sublicense. Intellectual Property includes any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world ("Intellectual Property"). Such Intellectual Property is entrusted to the AGENCY for use as expressly authorized under this Sublicense. To the extent the Intellectual Property is confidential or proprietary; AGENCY shall hold said Intellectual Property in confidence. Under no circumstances shall AGENCY, among other infringing acts, decompile, reverse engineer, or "unlock" (as the term is generally used in the industry) any part of the Licensed Software. AGENCY shall not modify or tamper with the Licensed Software source or object code. Any and all use of the Licensed Software shall be in accordance with the various marking provisions required by the Patent, Trademark and Copyright Act.
2. The Licensed Software is provided "as is" and without any warranty of any kind, express or implied, including but not limited to, warranties of non-infringement, performance, merchantability, or fitness for a particular purpose.
3. In no event shall the Iowa Department of Transportation or ADOT be liable for any damages whatsoever (including, without limitation, indirect, incidental, special or consequential damages including lost profits, business interruption, loss of information, or other loss) arising out of this Sublicense or AGENCY's use or inability to use the Licensed Software.
4. AGENCY shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. AGENCY shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

SECTION II. PROJECT IMPLEMENTATION

1. Phase 1 - Pre-Implementation Planning Meeting:
 - a. ADOT and AGENCY personnel (both sworn and IT) will hold a project kickoff meeting to:
 - i. Establish key roles and responsibilities
 - ii. Agency PM / ADOT PM
 - iii. Functional Leads Agency / ADOT
 - iv. Technical Leads Agency / ADOT
 - v. Process Refinement
 - vi. Analyze current process / system environments
 - vii. Establish user requirements
 - viii. Establish application requirements
 - ix. Establish Project Timeline

2. Phase 2 - Application Administration / SME Training:
 - a. The AGENCY SME and IT must review all AzTraCS Documentation to gain a general understanding of the platform, features and available configuration options.
 - b. The AGENCY SME and IT will gather user requirements and identify the AzTraCS user base.
 - c. The AGENCY IT will design the AzTraCS environment based on the AGENCY'S requirements.
 - d. ADOT IT will provide training on the AzTraCS Configuration Manager, ADOT Utilities and Database Administration.
3. Phase 3 - Installation / Initial Configuration:
 - a. The AGENCY IT will install and configure the database server for AzTraCS.
 - b. The AGENCY IT will install and configure the AzTraCS Master workstation.
 - c. The AGENCY IT will install and configure peripheral devices that they supply and desire to use (B/C scanners, printers, GPS, etc...)
 - d. The AGENCY IT will install and configure at least one AzTraCS regular workstation
 - e. The AGENCY IT will configure AzTraCS Transmission Utility interfaces to ADOT, AOC, and any other services required by the agency (RMS, etc...)
4. Phase 4 - Use Acceptance Testing (UAT):
 - a. The AGENCY IT and ADOT IT will participate in end-to-end testing of the AzTraCS configuration.
 - b. Both the AGENCY IT and ADOT IT will signoff that the AzTraCS system is configured properly and ready to proceed to the next phase.
5. Phase 5 – End User Training:
 - a. As referenced in #7 on page 2, ADOT will offer one “train the trainer” type training session, which will be held at an agreed upon site not to exceed two days in length. This will be an in-depth, technical training session, which should be attended by members of the AGENCY staff, to include law enforcement personnel who will be using the AzTraCS program and those designated to serve in the roles of system administrators, trainers, installers and supporters.
6. Phase 6 – Rollout:
 - a. ADOT IT will assist the AGENCY IT with the installation and configuration of additional TraCS workstations.
 - b. ADOT IT will assist the AGENCY IT or SME will create initial users accounts.
7. Phase 7 - Ongoing Support :
 - a. The AGENCY IT or the SME will manage user access (new users, change existing, etc...).
 - b. The AGENCY SME will provide first level support.
 - c. The AGENCY IT will provide second level support for issues not resolved by the SME.
 - d. The AGENCY IT or SME will then forward any unresolved AzTraCS Application issues to ADOT.
 - e. ADOT IT Support will:
 - i. Address those AzTraCS application issues that cannot be resolved by the AGENCY SME and IT staff.
 - ii. Escalate any requests that cannot be resolved by ADOT IT to the National TraCS Support
 - iii. Acknowledge and assign a support ticket for requests received via AZTraCSSupport@azdot.gov or called in Toll Free at 1-833 458-7227.
 - iv. Support Issues will be addressed within:
 1. 24 hours for issues impacting production environment
 2. 5 business days for issues impacting test/development environment

SECTION III. AUTHORIZATION

IN WITNESS THEREOF, the parties hereto agree to carry out the terms of this Agreement.

Arizona Department of Transportation

Agency

Signature of Authorized Individual

Steven L. West
Typed Name

Chief Information Officer
Title

Date of Signature

Signature of Authorized Individual

Joshua McIntire
Typed Name

Chief of Police
Title

Date of Signature

Approved as to form:

Additional Required Signatory:

Signature of Authorized Individual

Andrew Mcguire
Typed Name

Town Attorney
Title

Date of Signature

Signature of Authorized Individual

Terri Denemy
Typed Name

Town Manager
Title

Date of Signature

Additional Required Signatory:

Signature of Authorized Individual

Erin Deskins
Typed Name

Town Clerk
Title

Date of Signature

SECTION IV. POINTS OF CONTACT

ADOT Primary:

David Porter, Program Manager
Electronic Crash Data Collection Team
ADOT Information Technology Group
1801 W Jefferson, Mail Drop 119A
Phoenix, AZ 85007
Cell Phone: (623) 210-5536
dporter2@azdot.gov

AGENCY Primary:

Amy Chamberlin
Lieutenant
220 N. S.R. 89
Chino Valley, AZ 86323
Work Phone: (928) 636-3645
Cell Phone: 928) 830-3944
achamberlin@chinoaz.net

ADOT Secondary:

Rocklyn Winchester
Electronic Crash Data Collection Team
ADOT Information Technology Group
1801 W Jefferson, Mail Drop 119A
Phoenix, AZ 85007
rwinchester@azdot.gov

AGENCY Secondary:

Randy Chapman
Lieutenant
220 N. S.R. 89
Chino Valley, AZ 86323
Work Phone: (928) 636-3643
Cell Phone: (928) 710-5702
rchapman@chinoaz.net



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 12/9/2025
CONTACT PERSON: Joshua McIntire, Chief of Police
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve an Intergovernmental Agreement with Yavapai County for law enforcement records management and maintenance services.

SUMMARY:

Since 2006, the Town and Yavapai County have maintained a mutually beneficial arrangement in which the County provides electronic law enforcement records management and maintenance services to the Town. The Intergovernmental Agreement (IGA) was last revised in 2019. The attached agreement clarifies the parties' responsibilities and continues that arrangement.

PREVIOUS ACTION:

After the Town Attorney reviewed and revised the proposed IGA in April, it was sent back to the Yavapai County Sheriff's Office. They approved our revisions and are now requesting approval and signatures from the Mayor, Town Manager, and Town Clerk.

STAFF RECOMMENDATION:

Approve an Intergovernmental Agreement with Yavapai County for law enforcement records management and maintenance services.

FISCAL IMPACT?

The amount for FY 2024-25 of \$22,519.99 was budgeted and already paid. For each future year the contract continues, the amount will be included in the budget process along with the required 6% annual contract increase.

ATTACHMENTS:

1.	IGA - Yavapai County - Records Management and Maintenance Services (TOCV 12.2.25)
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**INTERGOVERNMENTAL AGREEMENT
FOR
LAW ENFORCEMENT RECORDS MANAGEMENT
SYSTEM AND MAINTENANCE
BETWEEN
YAVAPAI COUNTY AND THE TOWN OF CHINO VALLEY**

This Intergovernmental Agreement (“Agreement”), entered into as of the date of the final signature below, is by and between Yavapai County, a political subdivision of the State of Arizona (“County”), and the Town of Chino Valley, an Arizona municipal corporation (“Town”) (each individually a “Party,” and collectively, the “Parties”).

RECITALS

A. Since 2006, the Parties have maintained a mutually beneficial arrangement in which the County provides electronic law enforcement records management and maintenance services to the Town, partially facilitated by both Parties using compatible software and services for their respective law enforcement agency operations.

B. The Parties find this arrangement in their best interests and want to continue it as outlined in this Agreement.

C. The Parties are authorized to enter into this Agreement pursuant to A.R.S. § 11-952.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, and the promises and consideration described herein, the Parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide the terms and conditions pursuant to which the County will provide electronic law enforcement records management and maintenance services to the Town.

2. **Term and Renewal; Termination.**

2.1 Initial Term. This Agreement shall be effective as of July 1, 2025, and shall remain in full force and effect until June 30, 2026 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

2.2 Renewal Terms. After the expiration of the Initial Term, this Agreement will automatically renew for up to two successive one-year terms (each a “Renewal Term”), subject to availability and appropriation of funds for renewal in each subsequent year, unless written notice of intent not to renew is given by one Party to the other Party at least 60 days prior to the expiration date of the then-current term. The Initial Term and any Renewal Term(s) are collectively referred to herein as the “Term.” Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect. If either Party gives written notice of intent not to renew, this Agreement shall terminate at the end of the then-current Term.

2.3 Non-Default. By consenting to a Renewal Term, each Party shall be deemed to affirmatively assert that (A) the other Party 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 this Agreement, and (B) any and all

Claims (defined below), known and unknown, relating to this Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2.4 Termination. The Parties may, by providing 30 days' written notice to the other Party, terminate this Agreement. Termination of this Agreement shall not relieve either Party of their responsibility for costs incurred prior to the effective termination date.

3. **County Responsibilities.** The County shall:

3.1 Manage and maintain the Town's law enforcement computerized data system, computer-aided dispatch, and national crime and state crime information modules (collectively the "Systems"), all of which utilize Motorola software.

3.2 Act as system administrator for the Town's Systems and manage the security features of the Town's Systems in accordance with industry standards and to the reasonable satisfaction of the Town.

3.3 To the extent permitted by law, share the County's Systems with the Town.

3.4 Coordinate any Motorola software upgrades (per their respective agreements with Motorola) with the Town so that both Parties will continue to use the same software versions.

3.5 Serve as the Town's point of contact for any requests regarding significant Systems software upgrades or changes that may cause system unavailability for more than one hour.

3.6 Provide at least five days' notice to the Town before implementing any significant upgrades or making any significant changes.

3.7 Acknowledge receipt of the Town's support tickets or other service requests within 24 hours and provide updates for open support tickets every 72 hours until each support ticket is resolved or closed.

3.8 Be responsible for minor changes to the Parties' Systems, including reassignments, adding or removing employees' system privileges, and managing password-protected files.

4. **Town Responsibilities.** The Town shall:

4.1 Pay the costs for any and all equipment required to enable the Town's System to connect with the County's network.

4.2 Maintain, in accordance with Arizona public records requirements and other applicable laws, all permanent files that the County forwards to the Town for permanent archival storage.

4.3 To the extent permitted by law, share its Systems with the County.

4.4 Coordinate with the County to change, update, upgrade, or add functionality to the Town's Systems. The Town shall direct all requests for changes, updates, upgrades, or additional functionality to the County and shall not directly contact any Systems vendors or service providers without prior written notice to and authorization by the County.

4.5 Submit support tickets or other service requests with the supporting information reasonably expected to be required to provide the support or service requested.

5. **Compensation.**

5.1 In consideration of the services provided by the County, the Town shall pay the County \$22,519.99 on or before July 1, 2025.

5.2 If this Agreement automatically renews pursuant to Section 2.2 above, the consideration for each subsequent term will be the amount paid in the previous term plus six percent.

6. **Notices.**

6.1 Except for support tickets and other service requests, notices under this Agreement shall be in writing and will be deemed properly given if sent (A) by personal delivery to, or (B) deposited in the U.S. Mail, registered or certified, return receipt requested, at the address set forth below. Notice is effective on the earlier of the date of actual receipt or three business days after mailing. Each Party may specify by notice to the other a different address for purposes of subsequent notices.

If to County: Yavapai County Sheriff's Office
Attn: Administrative Services Division
Email: sheriff.email@yavapaiaz.gov
255 E. Gurley St.
Prescott, AZ 86301

If to Town: Town of Chino Valley Police Department
Attn: Chief of Police
220 N. State Route 89
Email: measton@chinoaz.net
Chino Valley, AZ 86323

6.2 Support tickets and other service requests must be sent to the email address set forth above or to such other email addresses provided by the Parties.

7. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees) (collectively, "Claims") arising out of bodily injury of any person (including death) or property damage to the extent that such injury or damage is caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers. This indemnification shall survive the termination of this Agreement.

8. **Additional Agreements and Standard Provisions.**

8.1 Arizona Law. This Agreement shall be interpreted and enforced pursuant to the laws of the State of Arizona.

8.2 Relationship of Parties. The Parties are independent of each other, and neither Party shall be deemed to be the employee or agent of the other Party except as provided in Section 3 above.

8.3 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, all other provisions shall nevertheless remain in full force and effect. If any provision is inapplicable to any person or circumstance, the same provision shall nevertheless remain applicable to all other persons and circumstances.

8.4 Entire Agreement. This Agreement represents the entire, integrated agreement between the Parties for the purposes set forth herein. This Agreement may be amended only by a written instrument signed by the Parties.

8.5 No Parol Evidence. This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties and no usage of the trade shall supplement or explain any terms used in this document.

8.6 No Waiver. No action or failure to act by the Parties constitutes a waiver of any right or duty under this Agreement, nor does the action or failure to act constitute approval of or acquiescence to a breach of this Agreement, unless the waiving or approving Party memorializes the waiver or approval in writing and signs it.

8.7 Headings. Headings are for organizational purposes only and shall not be interpreted as having legal significance or meaning.

8.8 Mutual Drafting. The Parties acknowledge and agree that this Agreement shall not be construed for or against a Party because part or all of it was drafted by a Party or a Party's attorney.

8.9 Cancellation. This Agreement is subject to cancellation per A.R.S. § 38-511.

8.10 Compliance with Law. The Parties shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities in performing this Agreements.

8.11 Inspection and Testing. The Parties agree to permit access, at reasonable times, to their facilities related to the purposes and responsibilities of the Parties as set forth in this Agreement.

8.12 Immigration Law Compliance. Both Parties hereby warrant that they will at all times during the term of this Agreement comply with all federal immigration laws applicable to their employment of their employees and with the requirements of A.R.S. §§ 23-214 and 41-4401 (together the "State and Federal Immigration Laws"). A breach of the foregoing warranty shall be deemed a material breach of this Agreement, and the Parties shall have the right to terminate this Agreement for such a breach, in addition to any other applicable remedies. The Parties retain the legal right to inspect the records of any contractors' or subcontractors' employees who perform work under this Agreement to verify compliance with the above warranty regarding State and Federal Immigration Laws.

8.13 Alternative Dispute Resolution. Pursuant to A.R.S. § 12-1518, disputes under this Agreement may be resolved through the use of arbitration upon written agreement of the Parties.

8.14 Prohibition of Assignment of Rights and Responsibilities. Neither Party to this Agreement may assign its rights or responsibilities under this Agreement without the prior written consent of the other Party.

8.15 Execution in Parts. This Agreement may be executed in two or more counterparts. Each counterpart will be deemed an original, and all counterparts shall form a single instrument.

8.16 Disposition of Property. All property purchased by a Party pursuant to that Party's respective duties pursuant to this Agreement shall be returned to the purchasing Party upon termination of this Agreement for any reason.

8.17 Authority to Bind. Each person executing this Agreement represents that he or she has full and legal authority to execute this Agreement for and on behalf of the respective Party for which he or she is executing this Agreement and to bind that Party.

8.18 Israel. To the extent applicable under A.R.S. §§ 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 A.R.S. § 35-393. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

8.19 Forced Labor of Ethnic Uyghurs. To the extent applicable under A.R.S. § 35-394, the Parties warrant and certify that they do not currently, and agrees that they 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 a Party becomes aware that it is not in compliance with this paragraph, the Party shall notify the other Party of the noncompliance within five business days of becoming aware of it. If the Party not in compliance 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.

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

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the final signature below.

YAVAPAI COUNTY

TOWN OF CHINO VALLEY

Mary Mallory, Chair

Tom Armstrong, Mayor

Date _____

Date _____

ATTEST:

ATTEST:

Jayme Rush, Clerk

Erin Deskins, Town Clerk

Date _____

Date _____

A.R.S. § 11-952 COMPLIANCE:

A.R.S. § 11-952 COMPLIANCE:

Steven G. Clark, Deputy County Attorney

Andrew McGuire, Town Attorney

Date _____

Date _____



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5d
MEETING DATE: 12/9/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 18, 2025, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the November 18, 2025, study session and regular meeting minutes.

ATTACHMENTS:

1.	2025 11 18 CC SS RG MND_wWM
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**MINUTES OF THE STUDY SESSION AND
REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, NOVEMBER 18, 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 Michael Goodman, Officer Holmes (Sgt at Arms arrived at 5:46 p.m.), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Human Resources Director Laura Kyriakakis, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee (arrived at 5:13 p.m.), Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Police Chief Josh McIntire, Lieutenant Randy Chapman, Lieutenant Amy Chamberlin, Community Services Director Cyndi Thomas, Economic Development Manager Maggie Homberg, Adoption Specialist Crystal Patton, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. Presentation by Katie Pehl, Finance Director, regarding Permanent Base Adjustment.

Katie Pehl, Finance Director, presented the following:

- The Permanent Base Adjustment is an alternative to the Home Rule expenditure limit.
- Discussed expenditure limitations, their history, and their current applicability to the Town.
- Explained the permanent base adjustment and the implications it would have on the Town.
- Outlined the benefits of Chino Valley adopting a permanent base adjustment.
- Discussed the different expenditure limits under each formula (home rule, permanent base adjustment, etc.)
- Gave a side-by-side comparison of Home Rule and Permanent Base Adjustment expenditure limitations.

- Discussed the outcome if the Permanent Base Adjustment ballot measure did not pass.
- Listed the next steps if Council would like to move forward with a Permanent Base Adjustment ballot measure.

Council and staff discussed the following:

- Councilmember Switzer inquired if there was talk from the legislature about getting rid of Home Rule.
 - Staff stated they had not heard of anything and the League was not pursuing it at the time.
- Councilmember McCafferty inquired if there might be an instance when the Permanent Base Adjustment could be lower than the Town's budget.
 - Staff stated budget could not be higher than the Permanent Base Adjustment and is something they would have to watch each year. The numbers presented were estimated. Staff would do a more in-depth analysis if Council wants to move forward and would try to set the limit so that it would not have to go back to the voters for 15 years.
 - Councilmember McCafferty inquired about what would happen to the difference if the Town suddenly had a budget of \$52 million, but the expenditure limitation was set at \$46 million.
 - Staff stated it would be put in savings until the permanent base was adjusted by the voters. If it was a one-time windfall it could be spent over multiple years. Home Rule gives estimates to the voters, but the actual budget dictates the expenditure limitation.
 - Councilmember McCafferty inquired if it was a risk.
 - Staff stated that it was not a high risk with the Town's current budget and revenues as they build in a significant cushion. The Town would have to grow exponentially to experience that kind of issue.

3. Presentation and update by Josh McIntire, Chief of Police, on Police Department statistics and trends.

Josh McIntire, Chief of Police, presented the following:

- Gave an overview of the department, including staffing and scheduling.
- Discussed recent topics that have been discussed among residents including traffic offense complaints on East Perkinsville Road, off-road and recreational vehicle usage near Green Acres and Center, and FLOCK Automated License Plate Readers. Gave a breakdown of the complaints, the rumors, and the Police Department/Town action and response.
- Gave a breakdown of department statistics, including total reports taken, traffic stops, traffic collisions, DUI arrests, total arrests, domestic violence calls, criminal damage/vandalism, property damage, total assaults, burglaries, alcohol related incidents, drug arrests, fraud cases, sex offense reports, and overdose reports.
- Gave an update on the department's accreditation process which should be completed in January.

Council and staff discussed the following:

- Councilmember Phillips inquired if the Police Department was able to catch the driver that recently killed a dog on Perkinsville Road.
 - Staff stated they did not.
- Councilmember Schacherer inquired if the signs at Green Acres were working.
 - Staff stated they believed they do and stated that they give the police department the ability to do something when people are trespassing. The calls regarding the matter had slowed down dramatically.
- Councilmember Switzer stated that if someone crossed the town's right-of-way, they could be trespassed in theory, and they have to cross them in order to get into the area.
 - Staff stated that was correct in theory. However, when discussing it with the judge and prosecutor, they both said no. Staff had strategically placed the signs so that the riders would have to pass them in order to get into the area.
- Councilmember Switzer clarified that notifications about vehicles that pass the FLOCK cameras are only shared with partnering departments, never with third parties.
 - Staff stated that was correct and further discussed the restricted personal information the FLOCK cameras provide, along with restrictions law enforcement has on pulling information on individuals.
- Councilmember McCafferty inquired who had access to FLOCK camera data and if they had helped solve crimes.
 - Staff stated that all sworn staff can utilize the system as long as they are trained and audited. The system recently helped solve a hit-and-run.
- Councilmember Holt inquired if a recent Washington decision was unique to Washington.
 - Staff stated it was.
- Staff stated there was a recent call stating concern that the FLOCK cameras were taking pictures of the front of vehicles but that is not the case.

4. ADJOURNMENT

Mayor Armstrong adjourned the meeting at 6:00 p.m.

REGULAR MEETING

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

Mayor Armstrong called the meeting to order at 6:00 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 Michael Goodman, Officer Holmes (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Chief Building Official Dan Trout (left at 6:40 p.m.), Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Police Chief Josh McIntire, Lieutenant Randy Chapman, Lieutenant Amy Chamberlin, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation by Katie Pehl, Finance Director, regarding the July-September 2025 quarterly financial report.

Katie Pehl, Finance Director, presented the following:

- The July–September quarterly financial report was available on the website to be reviewed by the public.
- Gave a quick assessment of each revenue fund and its current performance. All were on track, but staff was monitoring HURF activity closely.
- Discussed revenue and expenditure activities for the various funds.
- Gave a list of cash balances for each fund.

- b. Presentation by Terri Denemy, Town Manager, regarding an emergency expenditure authorization with Rounds Consulting Group for the RV Park Economic Impact Study.

Terri Denemy, Town Manager, presented the following:

- This item varied from the Town's procurement code, so staff was reporting to Council.
- Per state statute, staff needed a consulting study regarding the economic development agreement for the proposed RV park. Per Town Code, anything over \$2,500 requires quotes. However, due to the expedited nature of the project, staff went with a provider they knew could get it done in five days.

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.

There were no requests to speak.

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Armstrong presented the following:

- He recognized departing Public Works Director, Frank Marbury. He would be moving on to Page, AZ as the City Manager.
- Veterans Day was last Tuesday. He would be working with the Town Manager to plan an event recognizing veterans for next year.
- The Town Clerk held an Open House for potential candidates and encouraged people to come in to the Town Clerk to ask questions and pull packets.
- Year in Review will be coming soon.
- He attended the Fred Harvey weekend in New Mexico. They got a lot of good information and were making partnerships.
- Advised the audience that there were now microphones in the ceiling which cannot be muted. He cautioned attendants that their side conversations could be picked up by them.

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

Terri Denemy, Town Manager, presented the following:

- Recognized Frank Marbury's eight years of service to the Town and wished him well.
- Recognized Lieutenant Chamberlin for receiving the "Leading the Way Award" at the Women in Yavapai County Law Enforcement Recognition Luncheon.
- Town offices would be closed in recognition of Thanksgiving from Wednesday, November 26th at Noon through Thursday, November 27th.
- November 29, 2025, is Small Business Saturday.
- Next year will be celebrating 250th anniversary of the nation, and the 100th anniversary of Route 66. The Town of Chino Valley will be participating in celebrations.
- The Town is participating in the Yavapai County United Way Campaign.
- The Chino Valley Year in Review event would be held on Wednesday, December 10th from 5:00 p.m. - 7:00 p.m. at Triple 3 Farm and Events. Light snacks and refreshments will be provided.
- Old Country Christmas and Light Parade will be held on December 5th at 5:30 p.m. in Memory Park.

5. CONSENT AGENDA

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

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

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

NAY: None

7 - 0 Passed - Unanimously

- a. Consideration and possible action to approve the October 21, 2025, study session minutes.
- b. Consideration and possible action to approve the October 28, 2025, regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to approve Ordinance 2025-959, adopting the Town of Chino Valley Building and Technical Code Amendments, 2024 Edition, and amending Town Code Chapter 150, effective January 1, 2026.

Recommended Action: Approve Ordinance 2025-959, adopting the Town of Chino Valley Building and Technical Code Amendments, 2024 Edition, and amending Town Code Chapter 150, effective January 1, 2026.

Laurie Lineberry, Development Services Director, presented the following:

- Building codes are updated every three years, but only adopted every six years.
- The codes to be updated include residential, mechanical, plumbing, fuel gas, energy conservation, existing building, electrical, and fire to be adopted by the Central Arizona Fire and Medical Authority as they are the enforcers of that code.
- This required coordination between staff, the Building Advisory Board, and other jurisdictions. There are a few differences between the Town and County codes due to different snow loads, but otherwise they are pretty consistent. Consistency makes things easier for contractors.
- Staff would also be codifying the amendments that had been made over the years. Previously, they would have just been filed with the Town Clerk's office, but now they will be on the website and able to be searched by anyone.

- The Chair and Vice-Chair of the Building Advisory Board, along with the Chief Building Official were available for any questions.

Dan Trout, presented the following:

- He thanked Council for their consideration, and the Building Advisory Board for their work on the matter.
- The Building Advisory Board members included Sterling Skipper, Eric Ferketich, Gary Pasciak, Ken Mohn, and Chuck Merritt.

Chuck Merritt, Building Advisory Board Chair, presented the following:

- The Building Advisory Board spent a lot of their own time educating themselves on building codes and keeping the project moving forward. He commended Town Staff on their work.
- He stated it was an historic event as it was the first time in the history of Yavapai County that all entities would be on the same code cycle.
- This would create a level playing field for the building community and building officials.

Councilmember Switzer thanked everyone for their hard work.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Ordinance 2025-959, adopting the Town of Chino Valley Building and Technical Code Amendments, 2024 Edition, and amending Town Code Chapter 150, effective January 1, 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

- b. Consideration and possible action to approve Resolution No. 2025-1295 authorizing the application for a Clean Water State Revolving Fund loan from WIFA.

Recommended Action: Approve Resolution No. 2025-1295 authorizing the application for a Clean Water State Revolving Fund loan from WIFA.

Katie Pehl, Finance Director, presented the following:

- This was originally brought to Council in January via the Water Supply Development Revolving Fund with WIFA, but that fund closed. It is expected to be reopened in early 2026, but there is no definite date. This authorization would allow staff to apply through the Clean Water State Revolving Fund with WIFA. This is not an additional debt authorization.
- Gave a list of the next steps in the process before the project could begin.
- The authorization amount is \$10 million. Staff is not sure what the forgivable principal amount will be in this fund as it varies. They might be able to get more than

with the other fund, but staff is not positive about that yet. It would depend on the exceedances of the plant.

Council and staff discussed the following:

- Councilmember Schacherer inquired when the fund was closed.
 - Staff stated it closed at the beginning of September. Nothing had been submitted yet as PACE was still working on splitting the project into two phases to make sure they could stand alone per the requirements of WIFA. That was done in August to early-September. Staff began working on the application and went to the website and found a notice that they had stopped taking applications. Staff called stating they were given no notice and WIFA told them they could try again next year.
- Councilmember Switzer inquired what the grant portion of the State Revolving Fund typically was.
 - Staff stated that it does not have as high of an amount, but they might be able to get a higher forgivable rate due to the Town's exceedance level.
 - Councilmember McCafferty inquired if staff was hoping for a 60/40 ration.
 - Staff stated they were hoping for better, but did not know. They might not operate their funds in that way moving forward.
- Councilmember McCafferty inquired why staff didn't apply for this fund at the outset.
 - Staff stated that there were some downsides to the Clean Water Fund as it is EPA money and staff will have to go through the full NEPA environmental process, etc.
- Councilmember McCafferty inquired about succession when Frank Marbury leaves.
 - Staff stated there was a whole team working on the project.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve Resolution No. 2025-1295 authorizing the application for a Clean Water State Revolving Fund loan from WIFA.

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

ABSTAIN: None

7 - 0 Passed - Unanimously

- c. Consideration and possible action to adopt the Notice of Intent and set a public hearing for January 27, 2026, to consider adding or increasing fees regarding individuals and businesses pursuant to A.R.S. § 9-499.15.

Recommended Action: Adopt the Notice of Intent and set a public hearing for January 27, 2026, to consider adding or increasing fees regarding individuals and businesses pursuant to A.R.S. § 9-499.15.

Katie Pehl, Finance Director, presented the following:

- After the fee study that went into effect on July 1st, staff identified a few other fees that needed to be addressed such as cardboard carriers for cats, leashes, and collars at the animal shelter, concession items at the pool, special event rentals such as the Fred Harvey property, a fee for lost key cards, and cemetery fees.
- Briefly discussed the next steps before the fees could take effect.
- If approved at the January 27th meeting, they would be effective on February 27th.

Council and staff discussed the following:

- Councilmember Schacherer inquired about Old Home Manor and the Fred Harvey Farm having no set minimum rate.
 - Staff stated that if someone wanted to rent the area, the fee would be based on the scope of what they wanted to do. Staff had not received any requests of that nature, but staff wanted to have something on the books in case it did come up. Once there's been a few events, staff would be in a better position to set a minimum rate. For now the cost would be to cover expenses.
- Councilmember Switzer inquired if there had been a lot of lost key cards.
 - Staff stated it was too early to know. There had only been two lost key cards so far, and they were from staff.
- Vice-Mayor Granillo inquired how often staff would evaluate the fees.
 - Staff stated they would be evaluated yearly.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to adopt the Notice of Intent and set a public hearing for January 27, 2026, to consider adding or increasing fees regarding individuals and businesses pursuant to A.R.S. § 9-499.15.

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 approve Resolution No. 2025-1296 adopting a social media policy for public officials.

Recommended Action: Approve Resolution No. 2025-1296 adopting a Social Media Policy for Town of Chino Valley Public Officials.

Erin Deskins, Town Clerk, presented the following:

- A last minute change was made this morning on page 5 to state that it is available on the Town website at chinoaz.net rather than the Town's Social Media Policy for Personnel, as that updated policy has not yet been adopted.
- The policy would apply to boards, commissions, and committee members as well as Council.
- Gave a brief overview of the purpose of the policy.
- Provided a brief breakdown of some of the guidelines in the policy.

- Discussed the management of official accounts as well as management of personal accounts.
- Reviewed the enforcement measures if the policy is not adhered to.
- The policy would be reviewed every five years or as needed.

Council and staff discussed the following:

- Councilmember Schacherer inquired who would be managing the accounts and expressed concern over staff watching what Council does when Council is supposed to be over staff as stated on the Town Organization Chart. He did not feel that the Council needed another policy.
 - Michael Goodman, Town Attorney, stated that the policy does not put staff over Council. Enforcement would be by the Council.
 - Staff stated these are not enforcement measures that the Town Manager or an employee could enact. Staff would bring any issues to the councilmember or the Council as a whole to address possible issues.
 - Councilmember Switzer pointed out Section 6.1(A) which states censure or formal reprimand would be done by the Council, not to the Council.
 - Staff stated that the Councilmember Handbook includes a social media policy that is very outdated and does not include most of the social media platforms available now.
 - Michael Goodman, Town Attorney, stated that this was meant as protection to the Council and other public officials, as well as the Town. Council activity on social media can result in personal liability. It was meant as guidelines to keep public officials out of trouble and allow the Council to take action should someone be doing things to put the Town in danger.
- Councilmember Holt clarified that this was meant for those public officials who have an official page or are participating in the Town's official page and private pages are not impacted if they do not state that they are a public official.
 - Staff stated that was correct. The Communications Manager would be monitoring the Town's official accounts, not private accounts.
 - Discussion ensued regarding possible Open Meeting Law violations via personal accounts.
- Councilmember McCafferty inquired if this was already in another policy. He did not want duplicate paperwork.
 - Michael Goodman, Town Attorney, stated there are some duplicative processes for the purpose of making things clear and protecting the Town. This puts everything in a concise place to make the most pertinent references available and outlined with enforcement actions and options.
 - Discussion ensued regarding to whom the policy applied.
 - Staff stated that the Council Handbook does not apply to appointed officials, and is the reason staff created a separate policy to include all public officials. A staff policy would come separately.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve Resolution No. 2025-1296 adopting a social media policy for public officials as presented during this meeting.

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

NAY: Councilmember John McCafferty, Councilmember Robert Schacherer

5 - 2 Passed - Unanimously

7. ADJOURNMENT

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 18th day of November, 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: 12/9/2025
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025.

SUMMARY:

Arizona Revised Statutes § 9-481 requires the Town to prepare annual financial statements and have them audited by an independent certified public accountant. Heinfeld, Meech, and Co. was retained by the Town to complete the independent audit of the Town's financial activities for the fiscal year ended June 30, 2025. The audit has been completed, and the final reports have been issued by the auditors. The Town is in compliance with applicable laws and financial standards, with no material weaknesses or significant deficiencies identified.

- The **Annual Comprehensive Financial Report (ACFR)** presents the Town's audited financial statements for the fiscal year, including a detailed account of revenues, expenditures, and changes in financial position. It provides transparency and accountability, reflecting the Town's financial health and compliance with generally accepted accounting principles. This report is available to the public on the Town's website at:
<https://www.chinoaz.net/DocumentCenter/View/12932/Annual-Comprehensive-Financial-Report-ending-June-30-2025>
- The **Annual Expenditure Limitation Report (AELR)** demonstrates the Town's compliance with Arizona's constitutional expenditure limitation, which is designed to ensure fiscal responsibility and align spending with available revenues and voter-approved parameters. This report is available to the public on the Town's website at:
<https://www.chinoaz.net/DocumentCenter/View/12933/Annual-Expenditure-Limitation-Report-ending-June-30-2025>

Staff recommends that the Council formally accept the ACFR and AELR. Upon approval, staff will submit the reports to the Arizona Auditor General to fulfill the state requirements.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2025, and the Annual Expenditure Limitation Report.

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 12/9/2025
CONTACT PERSON: Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

SUMMARY:

CUP-2025-04 - This request is for approval of a Conditional Use Permit to allow a contractor's yard on a parcel zoned Commercial Light at 2995 North State Route 89. Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, proposes to operate a low-intensity forest, vegetation, and fuel management business using the existing four thousand two hundred square foot building as an office and dispatch center with one on-site employee and occasional supervisory visits. The submitted site plan shows no changes to the structure, parking, or fencing, and a neighborhood meeting confirmed the former refrigeration area is empty and suitable for indoor storage. The applicant intends to store vehicles and materials indoors, though limited screened outdoor storage of oversized equipment may occur, which classifies the use as a contractor's yard requiring a CUP to ensure compatibility with nearby residential and commercial properties. Office and dispatch functions are consistent with the Commercial Light district, and the CUP framework allows the Town to apply screening, setback, and height standards if outdoor storage is used. The proposal generates minimal traffic and activity compared to the former Schwan's operation and is consistent with the Neighborhood Commercial land use designation.

For a detailed analysis and supporting documentation, please refer to the attached Planning and Zoning staff report.

PREVIOUS ACTION:

On November 4, 2025, the Planning and Zoning Commission forwarded a recommendation of approval for CUP-2025-04 with a 7-0 vote. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes and staff report.

STAFF RECOMMENDATION:

i) Hold a Public Hearing ii) Approve Resolution No. 2025-1297, approving Conditional Use Permit 2025-04 for a contractor's yard on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 1 - RES 2025-1297 - CUP-2025-04 - Southwest Contracting
2.	Attachment 2 - CUP-2025-04 P&Z minutes
3.	Attachment 3 - CUP-2025-04 - Signed Staff Report

RESOLUTION NO. 2025-1297

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2025-04 FOR A CONTRACTOR'S YARD ON APPROXIMATELY ONE ACRE OF LAND ZONED COMMERCIAL LIGHT AT 2995 N. STATE ROUTE 89, CHINO VALLEY, ARIZONA.

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

WHEREAS, the applicant, Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, applied for a conditional use permit allowing for a contractor's yard operation on approximately one acre of land zoned Commercial Light at 2995 N. State Route 89, Chino Valley, Arizona (Yavapai County Assessor Parcel No. 306-14-026R) ("CUP-2025-04"); and

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

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

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

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

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

SECTION 2. CUP-2025-04, as described in the application submitted, is hereby approved, subject to the conditions set forth in Section 3 of this Resolution.

SECTION 3. The following conditions apply to CUP-2025-04:

1. Compliance: The owner shall comply with all conditions listed below, along with all federal, state, and local laws, regulations, fees, and ordinances applicable to this action.
2. Waiver: The owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision on this item by the Town Council.
3. DarkSky Compliant: The owner shall ensure that all outdoor lighting is DarkSky-compliant, downlit, and does not trespass over property lines.
4. Storage and Screening: The owner shall ensure that all outdoor storage and screening requirements are met. Outdoor storage areas shall be enclosed by a solid screening

fence at least six feet in height, located a minimum of 35 feet from the edge of pavement or any improved street, and no closer than 10 feet from any property line. Stored materials shall not exceed eight feet in height. Vehicles shall not be used for on-site occupancy, and all outdoor storage shall be maintained in a neat and orderly manner and screened from the view of neighboring properties and public rights-of-way.

5. Fire and Medical: The owner shall comply with all Central Arizona Fire and Medical Authority requirements, including those regarding fire extinguishers, Knox access products, and address identification.
6. Parking. All parking shall be striped, with standard stalls at 10' x 20' and ADA stalls at 11' x 20' with a 5' aisle.
7. Improvements: The owner shall coordinate with the Building Department for any tenant improvements, ensuring that an Arizona-licensed design Professional designs the plans.

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of December 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 Resolution No. 2025-1297 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 9, 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

PUBLIC HEARING #D.1 – CUP-2025-04 – This is a request by Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, for the approval of a Conditional Use Permit to allow for a contractor's yard on a parcel zoned Commercial Light (CL), located at 2995 N State Route 89, Chino Valley Arizona 86323.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. There were none.

Jessica Barragan, Senior Planner, presented the staff report and stated that the proposed Conditional Use Permit (CUP) would be to allow for the occasional outdoor storage of vehicles and equipment associated with wildland mitigation and forestry contractor service. She brought up of a slide of the property and stated that the current zoning, Commercial Light (CL), was in compliance with the Town's General Plan. **Barragan** explained that no changes to the existing footprint were proposed and the applicant would be adding privacy panels to the existing chain link fence along the west and northern property boundaries. She went on to explain that the applicant agreed to support the Town's efforts to dark sky friendly exterior lighting. She stated that a Neighborhood meeting was held on October 1, 2025, that no neighbors had attended, and staff had received no concerns about the proposed Conditional Use Permit. **Barragan** stated that the applicant, Cyretha Daugherty, was in attendance, had nothing further to add, but was available for questions. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

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

Pizzi asked staff to clarify that the subject property had chain link fencing, and the applicant would be adding privacy slats to the fencing.

Barragan replied yes and brought up a slide of the site plan showing the fencing.

Ditta asked how much equipment would be on site.

Barragan replied that the narrative indicated three pieces of equipment, occasionally a camper, and further explained that the site also had enclosed space for additional equipment.

Merritt asked the applicant if she wished to speak. She declined to speak, and the Commission had no questions for her.

Merritt opened the meeting for public comments and shared the rules for speaking to the Commission. There were no comments from the public.

Merritt closed the public portion of the meeting.

Motion was made by Pasciak, seconded by Ditta, to approve CUP-2025-04, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A. A voice vote was taken and the motion passed with a 7-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
November 4, 2025
File Number CUP-2025-04
Conditional Use Permit

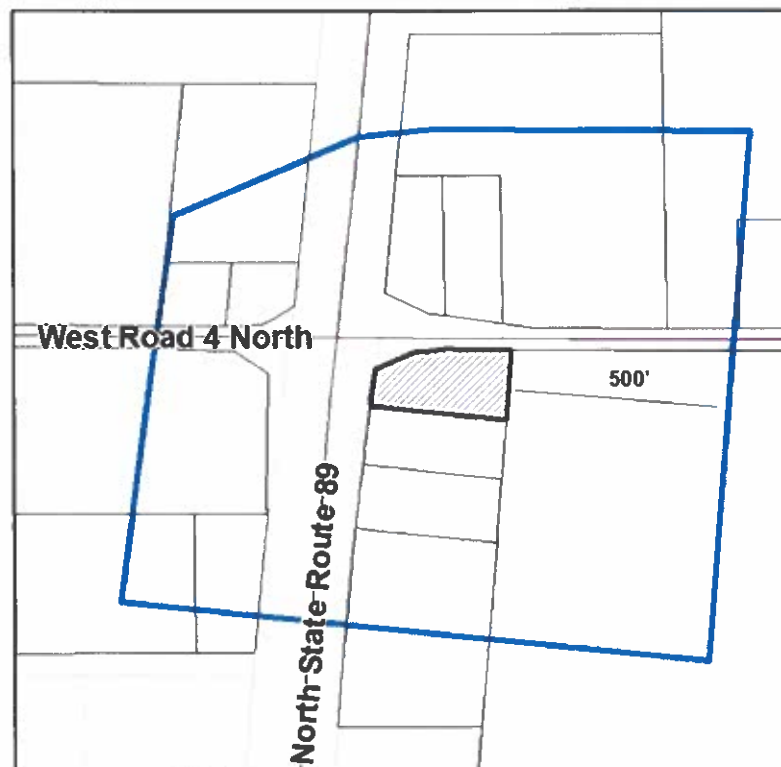
PROJECT DESCRIPTION

This is a request by Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, for the approval of a Conditional Use Permit to allow for a contractor's yard on a parcel zoned Commercial Light (CL), located at 2995 N State Route 89, Chino Valley Arizona

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL" – Commercial Light	Former Schwan's Delivery Service	NC – Neighborhood Commercial
North	"CH" – Commercial Heavy	Vacant	LI– Light Industrial
South	"CL" – Commercial Light	Gym & Single-Family Residence	NC – Neighborhood Commercial
East	"AR-5" – Agricultural Residential (5 acre minimum)	Vacant	NC – Neighborhood Commercial
West	"CL" – Commercial Light	Restaurant & Apartments	LI– Light Industrial

LOCATION MAP



PRIOR SITE ACTIONS:	N/A
STAFF RECOMMENDATION:	Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of APPROVAL for the Conditional Use Permit CUP-2025-04.
SUGGESTED MOTION:	Move to APPROVE Conditional Use Permit CUP-2025-04 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A
EFFECT OF THE APPROVAL:	By approving this Conditional Use Permit, the Planning and Zoning Commission is recommending approval to Town Council for the CUP-2025-04 Conditional Use Permit, located at 2995 N State Route 89, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the previously approved use on the parcel.

Staff Analysis:

The applicant, Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, proposes to establish a new business at 2995 N State Route 89 providing forest, wildland vegetation, and fuel management services, with the 4,200 square foot existing building serving primarily as an office and dispatch center. The operation includes one on-site employee during standard business hours (8:00 a.m. to 4:00 p.m.), with occasional monthly supervisory visits, reflecting a low-intensity use. The submitted site plan (dated 10.01.25) shows no proposed changes to existing structures, parking areas, or the chain link privacy fence, and the October 1st, 2025, neighborhood meeting site tour confirmed the former refrigeration area is empty and available for indoor storage if needed. Storage of vehicles and materials is preferred indoors, though the narrative allows for potential outdoor storage of oversized equipment subject to screening, aligning with the "contractor yard" classification under UDO Section 3.15.C.

The primary office and dispatch functions fit within permitted uses in the Commercial Light (CL) district, such as "business offices" or "professional offices" (UDO Section 3.16.B), which support administrative services with minimal impact. However, the potential for any outdoor storage (however limited) classifies the use as a "contractor yard," a conditional use requiring a CUP to ensure compatibility with surrounding properties (e.g., gym and residence to the south, restaurant and apartments to the west). UDO Section 3.15.E.7 mandates screening (6-foot fence minimum), setbacks (10 feet from property lines conforming to all frontage standards), and height restrictions (8 feet max in front/street side yards) for any potential visual outdoor storage, which conditions reinforce as necessary if or when storage does extend outside. The low activity level; minimal traffic, no habitual access of heavy equipment, and indoor storage preference further reduces impacts compared to the prior Schwan's delivery use (abandoned 2023), which operated as a non-conforming food refrigeration and dispatch hub. This aligns with the Neighborhood Commercial (NC) General Plan designation (2040 General Plan, Land Use Element, pp. 32-35), which encourages low-impact offices and commercial uses compatible with adjacent residential areas, generating minimal operational or visual effects. The CUP framework

allows conditions to maintain this compatibility while accommodating the proposed use flexibility for incidental outdoor storage.

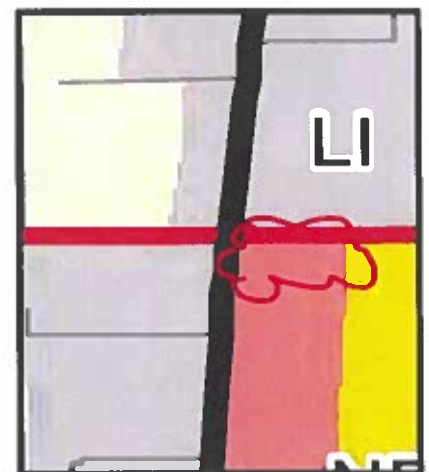
Zoning

The subject property is currently zoned Commercial Light (CL). The applicant is requesting a Conditional Use Permit to allow for occasional uses classified as activities under a contractor's yard operation. Section 3.15 of the Unified Development Ordinance lists "Contractor yards and building supplies with outside storage over six (6) feet in height" as a Conditional Use in the CL district. The requested proposed use for primary office/dispatch with secondary use as contractor's services is allowed with a Conditional Use Permit in this zoning district. The site is subject to screening requirements for any outdoor storage as set forth in Subsection 3.15 E.7. The proposed operation is a permitted use subject to these screening provisions, ensuring compatibility with surrounding uses.



General Plan

The General Plan designates the subject property as Neighborhood Commercial (NC). The NC category supports an integrated mix of uses from low-intensity business parks and offices to neighborhood commercial uses, compatible with residential areas and producing minimal operational or visual impacts. The proposed contractor's yard aligns with this designation, as it involves low-impact operations (one employee, standard hours, primarily indoor storage) and generates less impact than the previous Schwan's Delivery Service use, which operated as a dispatch and delivery hub. Retaining the Commercial Light zoning through this CUP satisfies the General Plan Land Use Designation.



Conditional Use Permit

A Conditional Use Permit is a use that because of special requirements or characteristics, may be allowed in a particular zoning district only after review by the Commission and Council, and the imposing of conditions that are necessary to make the use compatible with other uses permitted in the same zoning district or vicinity. Conditional uses run with the land.

Section 3.15 includes Contractor Yards as a conditional use, a use that may be approved with a Conditional Use Permit. The Conditional Use Permit is subject to discretionary approval by Council, if the location and context of the site is suitable for the required use.

Staff recommends the following conditions for this Conditional Use Permit:

- The applicant shall apply for a revision to the Conditional Use Permit if any changes are proposed to the attached approved site plan.
- All outdoor storage shall be screened with a minimum of a six (6) foot screening fence, per Section 3.15 E.7.
- Outdoor storage must be stored at least thirty-five (35) feet from the edge of the pavement or other street and may not occur within ten (10) feet from any street or property line, per Section 4.9.2.
- Any material or objects stored within the required front or street side yard shall not exceed eight (8) feet in height.
- Flammables stored outdoors must be a minimum of ten (10) feet from any property line or approved by the local fire department.
- Fences and walls shall be constructed of wood, woven wire, masonry, iron, steel, or other materials of conventional design.
- All outdoor lighting shall be dark sky compliant, down-lit, and not trespass property lines.
- Refuse disposal areas shall be screened on all sides by a privacy fence or wall with a minimum height of six (6) feet.
- Comply with all Central Arizona Fire and Medical Authority requirements, including fire extinguishers, Knox access products, and address identification.
- All parking shall be striped, with standard stalls at 10'x20' and ADA stalls at 11'x20' with a 5' aisle.
- Coordinate with the Building Division for any tenant improvements, ensuring plans are designed by an Arizona Licensed Design Professional.

PUBLIC COMMENTS RECEIVED: None

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD MEETING

See Attachment C

COMMENTS:**PROPOSED CONDITIONS DELIVERED****TO APPLICANT ON:**

☒	Applicant agreed with all of the conditions of approval on (10/01/2025)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Neighborhood Meeting Comments	Site Plan & Exhibits	Staff Research

PREPARED BY:

JESSICA BARRAGAN, SENIOR PLANNER

JBARRAGAN@CHINOAZ.NET

928 636-3473

DATE:OCTOBER 6TH, 2025**APPROVED BY:**

LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

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

Development Services Comments: Laurie Lineberry, Director, 928-636-3471

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

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

3. All outdoor lighting shall be dark sky compliant, down-lit, and not trespass property lines.
4. All outdoor storage and screening shall comply with sections 3.15 E.7 and 4.9.2 of the Town's Unified Development Ordinance.
5. Comply with all Central Arizona Fire and Medical Authority requirements, including fire extinguishers, Knox access products, and address identification.
6. Coordinate with the Building Department for any tenant improvements, ensuring plans are designed by an Arizona Licensed Design Professional.

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

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	09/10/2025	NAME:	KEVIN O'NEIL	TITLE:	FIRE INSPECTOR III
AGENCY:	CENTRAL ARIZONA FIRE AND MEDICAL AUTHORITY (CAFMA)			PHONE	928-848-2355

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

1. Provide fire extinguishers in accordance with 2018 IFC Section 906.
2. Knox Company e-core key box, locking FDC cps, pad locks, and key switch for automatic gates are required for access in to building. Knox products can be purchased at: www.knoxbox.com. (2018 IFC Section 506)
3. New and existing buildings shall have approved address numbers, building numbers or building identification placed in a position that is high on the corner of the structure, plainly legible and visible from any street(s) or road(s) fronting the property. These numbers shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall be a minimum of 6 inches high with a minimum stroke width of 0.5 inch. Address numbers should be proportionate to building size and larger numbers may be required by the fire code official to facilitate emergency response.

STAFF RECEIVED NO OTHER COMMENTS FROM EXTERNAL AGENCIES.

ATTACHMENT C
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: 10/01/2025

LOCATION: 2995 N State Route 89 (Former Schwan's Delivery Service)

ATTENDEES:

AGENT/DEVELOPER: CYRETHA DAUGHTRY (CC), APPLICANT

TOWN STAFF: JESSICA BARRAGAN, SENIOR PLANNER

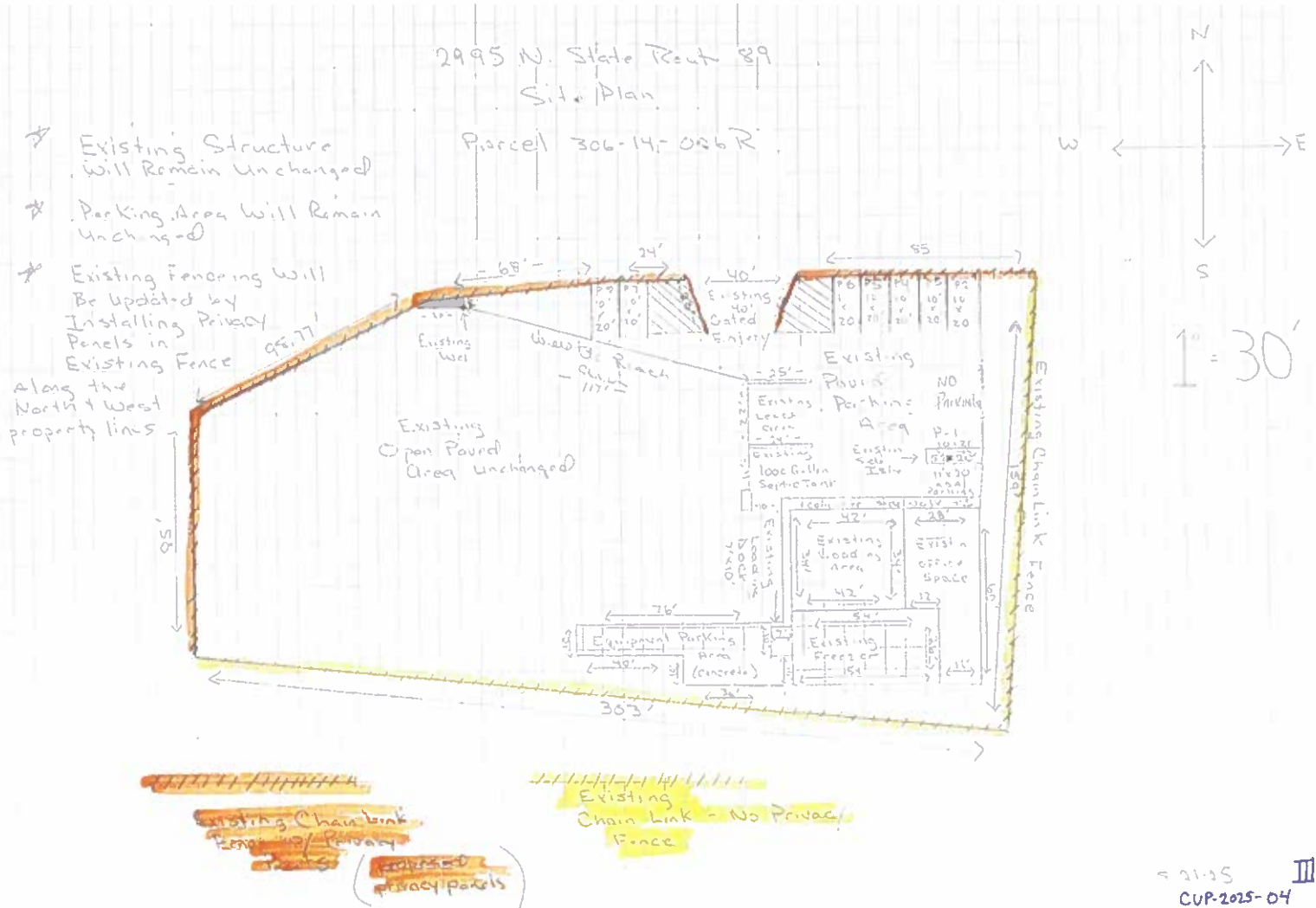
No neighbors were in attendance at the Neighborhood Meeting.

The applicant provided a site tour, confirming the refrigeration area is empty and not in use.

ATTACHMENT D
SITE PLAN AND EXHIBITS

Address: 2995 N State Route 89 (Former Schwan's Delivery Service)
Chino Valley, Arizona.

Site Plan Submitted by Applicant



**ATTACHMENT E
STAFF RESEARCH**



STAFF RESEARCH – CUP

**CASE #: CUP-2025-04 – SOUTHWEST CONTRACTING
CASE PLANNER: JESSICA BARRAGAN**

PROJECT NARRATIVE: This is a request by Southwest Contracting and Associates LLC, on behalf of River Properties 2 LLC, for the approval of a Conditional Use Permit to allow for a contractor's yard on a parcel zoned Commercial Light (CL), located at 2995 N State Route 89, Chino Valley Arizona

I. PROJECT DATA

Project Location:	2995 N State Route 89 (Former Schwan's Delivery Service)				
Parcel Number(s):	306-14-026R				
Parcel Size(s):	42,253 sf				
Total Acreage:	0.97 ac				
Proposed Dwelling Units:	0				
Address:	2995 N State Route 89				
Applicant:	Southwest Contracting and Associates				
Applicant's Agent:	Cyretha Daugherty - Southwest Contracting and Associates				
Conforms to G.P. Land Use Conformity Matrix:	Yes	X	No		
Zoning Overlay	PAD	n/a			
Within ½ Mile of SR89?	Yes	X	No		If yes, Property is restricted – site-built only

	Existing Zoning	Use(s) on-site		General Plan Designation
Site	"CL" – Commercial Light	Former Schwan's Delivery Service		NC – Neighborhood Commercial
North	"CH" – Commercial Heavy	Vacant		LI– Light Industrial
South	"CL" – Commercial Light	Gym & Single-Family Residence		NC – Neighborhood Commercial
East	"AR-5" – Agricultural Residential (5 acre minimum)	Vacant		NC – Neighborhood Commercial
West	"CL" – Commercial Light	Restaurant & Apartments		LI– Light Industrial

Prior Cases or Related Actions:

Type					Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		No	X	
Annexation	Yes	X	No		Original Town – 9/21/1970
General Plan Amendment	Yes		No	X	
Development Agreement	Yes		No	X	

**ATTACHMENT E
STAFF RESEARCH**

Rezone	Yes		No	X	
Subdivision	Yes		No	X	
Conditional Use Permit	Yes		No	X	
Pre-Application Meeting	Yes	X	No		PA-2025-21
Enforcement Actions	Yes		No	X	
Land Division Status:	Yes		No	X	
Irrigation District - CVID	n/a				

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:		NC – Neighborhood Commercial				
Is Project larger than 25 acres or 50 dwelling units?		L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a	
Issues:		None				
Circulation Element:						
Road Classification		SR-89 (HWY) & E Rd 4 North (Arterial)	Existing Row	240' & 70'	Required Row	250' & 80'
Issues:		None				
Parks, Recreation, and Natural Resources Element:						
Closest Park:		Memory Park				
Within 1 mile of the Peavine Trail?		No				
Flooding?	FEMA Flood Plain Designation	n/a	Town Flood Map	n/a		
Issues:		None				
Community Services and Facilities Element:						
Water Source:		Town	Well	X	Prescott	Private System:
Sewer:		Town	Septic	X		
Issues:		None				
Economic Development Element:						
SR-89 Corridor?		Yes	Enhancement: Goal ED-6	No		
Old Home Manor?		No	Goal ED-2	n/a		
Issues:		None				

NOTIFICATION

- Legal Ad Published: (09/09/2025)
- Neighborhood Meeting: (10/01/2025)
- 500' Vicinity Mailing: (09/15/2025)
- Hearing Dates: (11/04/2025 & 12/09/2025)
- Reviewing Agencies Noticed: (09/22/2025)
- Agency Comments Due: (10/03/2025)
- Site Posted: (10/09/2025)

**ATTACHMENT E
STAFF RESEARCH**

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Colleen Boge – APS	Y	8/6/25	x		
Richard Perez - A.D.O.T.	Y	8/6/25	x		
Ralph Baker – C.V.I.D.	Y	8/6/25	x		
Kevin O’Neil - CAFMA	Y	9/29/25		Y	Y
Dawn Capotosi – YC ENV	N				
Monica Kriner – YC Health	N				
Lauren Hildebrand – ADEQ	N				
United States Postal Service	N				
Mark Holmes – Water Advisor	Y	8/6/25	x		
Town of Chino Valley Internal List (Conditions)	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner – Development Services	Y	10/1/25		Y	Y
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services					
Frank Marbury – Engineer/ Public Works Director					
Steve Sullivan – Assistant Engineer – Public Works	Y	10/1/25	X		
Dan Trout – Chief Building Official – Development Services	Y	10/1/25	X		
Glenn Dally – Code Enforcement – Development Services					
Josh McIntire – Chief of Police - Police	Y	8/6/25	X		



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 12/9/2025
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 Ordinance No. 2025-960, to rezone approximately 197 acres of land located southeast of the Jerome Junction and East Road 4 North intersection, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

SUMMARY:

ZC-2025-02 - This request, on behalf of the Town of Chino Valley, is for a rezone of approximately 197 acres from Business Park to Public Land. The property is located southeast of the intersection of Jerome Junction and East Road 4 North, and includes parcels 306-02-001U, S, Y, X, and J.

The current Business Park zoning was created for large employment centers with strict performance standards and a twenty-acre minimum site size. That model has never aligned with Chino Valley's infrastructure capacity, economic conditions, or development patterns, and no BP-compatible development has ever advanced. The district has remained inactive since its adoption.

The land is vacant and undeveloped. Rezoning it to Public Land brings the zoning map into alignment with its present condition and the Town's planned municipal and community-serving use of the area. The PL district supports public facilities, recreation, education, and other civic uses, while preserving flexibility through Permitted Use number eight, which allows Council to consider additional appropriate uses.

An RV park has been discussed for several years as a potential use on part of the property. Changing the zoning from BP to PL does not impede that project. PL zoning offers a more deliberate and appropriate framework for evaluating the proposal in the broader context of Old Home Manor, ensuring compatibility with surrounding facilities, including the equine park, Compass Training Center, and Chino Valley Flyers.

For a complete analysis, please see the attached Planning and Zoning staff report.

PREVIOUS ACTION:

On November 4, 2025, the Planning and Zoning Commission forwarded a recommendation of approval for ZC-2025-02 with a 7-0 vote. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes and staff report.

STAFF RECOMMENDATION:

i) Hold a Public Hearing ii) Approve Ordinance No. 2025-960 to rezone approximately 197 acres of land, including APNs 306-02-001U, S, Y, X, and J, from Business Park to Public Land.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Ordinance No. 2025-960
2.	ZC-2025-02 - P&Z Minutes
3.	ZC-2025-02 - P&Z Signed Staff Report

When recorded, return to:

Town Clerk
Town of Chino Valley
202 N. State Route 89
Chino Valley, Arizona 86323

ORDINANCE NO. 2025-960

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 197 ACRES OF REAL PROPERTY LOCATED SOUTHEAST OF THE JEROME JUNCTION AND EAST ROAD 4 NORTH (COLORADO WAY) INTERSECTION, COMPRISING YAVAPAI COUNTY ASSESSOR PARCEL NOS. 306-02-001U, S, Y, X, AND J, FROM BUSINESS PARK TO PUBLIC LAND.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend the Town of Chino Valley (the "Town") Official Zoning Map for approximately 197 acres of real property comprising Yavapai County Assessor Parcel Nos. 306-02-001U, S, Y, X, and J, and located southeast of the Jerome Junction and East Road 4 North (Colorado Way) intersection, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Business Park ("BP") to Public Land ("PL") (the "Zoning Map Amendment"); and

WHEREAS, the Town Council has determined that this Zoning Map Amendment conforms with the Make it Chino! 2040 General Plan and any applicable specific area plan, neighborhood plan, or other plan, any overlay zoning district, and the standards and design requirements contained in the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

WHEREAS, all required public notice was provided, and all required public meetings and hearings were held, in accordance with applicable state and local laws; and

WHEREAS, the Town's Planning and Zoning Commission recommended approval of the Zoning Map Amendment (ZC-2025-02); and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, in accordance with A.R.S. § 9-462.01, the Town Council has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3).

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 Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 197 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from BP to PL.

SECTION 3. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property.

SECTION 4. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 9th day of December 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. 2025-960 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 9, 2025, and that quorum was present, and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
ORDINANCE 2025-960

[Property Descriptions]

306-02-001U

The Northwest Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

306-02-001S

The Northeast Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

306-02-001Y

The Southwest Quarter of the Northwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

306-02-001X

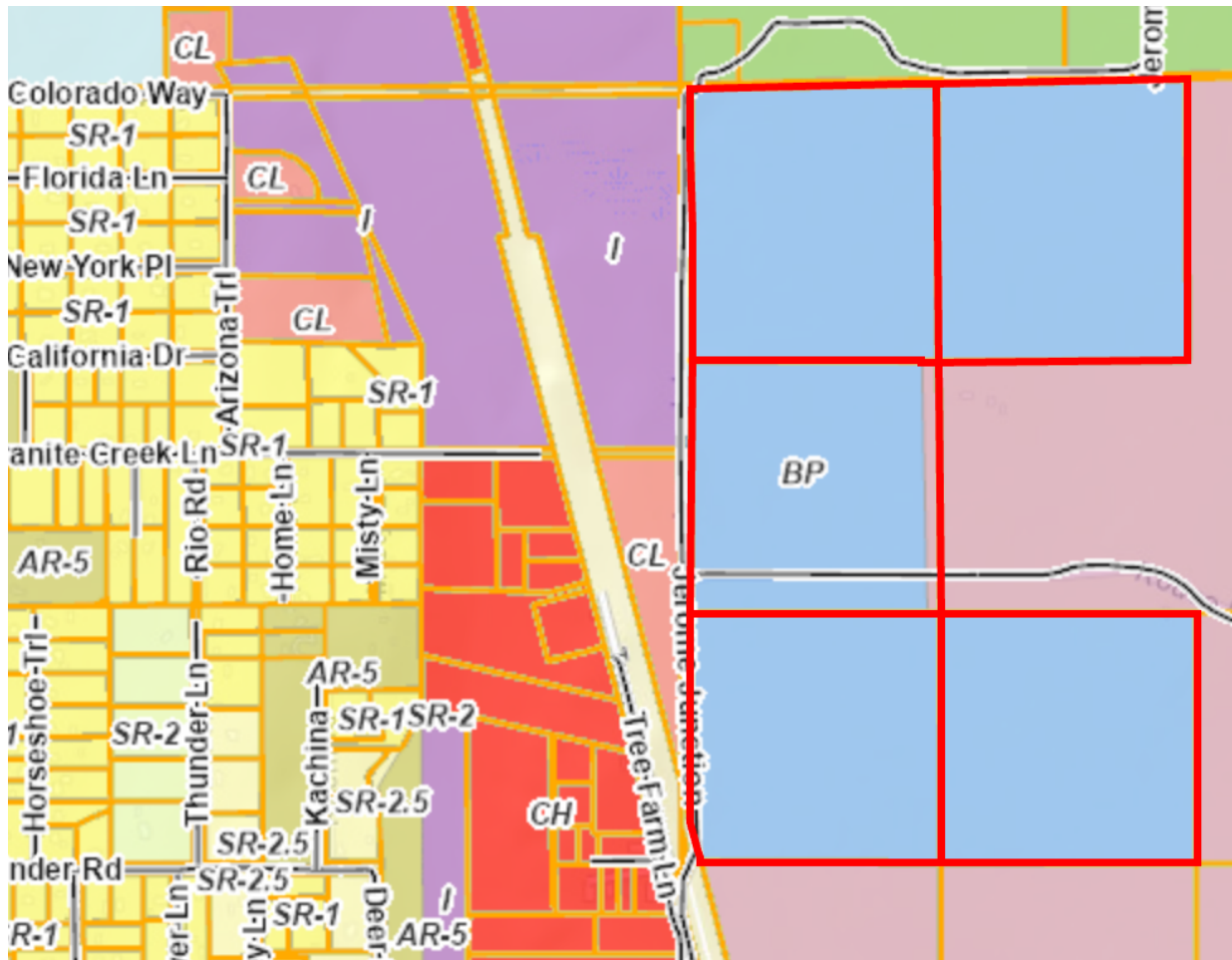
The Northwest Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

306-02-001J

The Northeast Quarter of the Southwest Quarter of Section 12, Township 16 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona.

EXHIBIT 2
TO
ORDINANCE 2025-960

[Zoning Map]



PUBLIC HEARING #D.2 – ZC-2025-02 - This is a request by the Town of Chino Valley for a rezone of approximately 197 acres of land from Business Park (BP) to Public Land (PL). The land is located generally to the southeast of the intersection of Jerome Junction and East Road 4 North (Colorado Way), Chino Valley Arizona. APN: 306-02-001U, S, Y, X, and J.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. There were none.

Will Dingee, Assistant Director, presented the staff report and stated that the Town initiated the rezone of Town-owned land known as the Old Home Manor Business Park from Business Park to Public Land zoning. He brought up a slide showing the location of the five subject parcels with a total of approximately 197 acres and showed the zoning of the surrounding area. **Dingee** further explained the Town's vision, as stated in the Town's General Plan for the Old Home Manor Center, was a master-planned Horizontal Multi-Use (HMU) development, and highlighted key points. He shared that Town Staff and the Town Council very frequently heard from residents that there should be more parks, recreation and sporting uses on Old Home Manor, to bring more tourism to Chino Valley. He stated that if a business wanted to come into the Town at Old Home Manor, the Town Council would have the discretion to approve it with the Public Land zoning. **Dingee** shared that a Neighborhood meeting was held on October 1, 2025, in which five neighbors attended. The neighbors expressed concerns over views, noise, buffers and setbacks. Additional concerns were about traffic and safety, addressing infrastructure, and concerns over Town Council discretion. The overall support from the neighbors was for recreation. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

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

Ditta asked about the Text Amendment following the Zone Change and questioned why the Text Amendment was not heard first.

Dingee replied more discussion would follow with the Text Amendment which would eliminate the Business Park Zoning District from the Town Code. The Text Amendment could not be heard first as there was property in the Town that currently was zoned Business Park.

Merritt stated that the Text Amendment eliminated the Business Park District completely, and that Old Home Manor was originally zoned public land.

Dingee replied that the Business Park Zoning District fit at the time it was adopted, but that was no longer the case.

Meadors asked to see a satellite view of the subject property and its proximity to the equestrian center and college.

Dingee pulled up an aerial of Old Home Manor and pointed out the locations of Yavapai College, Chino Valley roads yard, the Town wastewater treatment plant, and the equestrian park.

Merritt opened the meeting for public comment.

Chris Marley, 2350 Tree Farm Lane, Chino Valley, stated he lived across the street from Old Home Manor, and when Old Home Manor was changed from Public Land to Business Park, he felt that the Town was not excited about jobs coming into Town, but had hoped that an anchor business would come in. He shared that while he was serving the Town, an aeriated concrete company would have applied, but that no high-pressure natural gas existed in the area, and several other businesses went to Texas instead. His desire when the Business Park was established was to have all heavy industry on the North end and light industry to the South and felt it would be nice if there were not so many taillights going into Prescott and Prescott Valley every morning. He stated that he did not mind the sound of forklifts which meant people were working, but any noisy entertainment, like a rifle range and horse range, should be on the east end. He thanked the Commission and asked that they please welcome any businesses that may want to come in.

Merritt closed the public portion of the meeting.

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

Pizzi asked what the Town's original intention was for the Business Park, whether it was to sell or lease the land if a business wanted to come in.

Dingee replied that either option would be on the table. For example, the proposed RV Park would buy the land from the Town.

Pizzi asked if the zoning were changed to Public Land, and the Town Council had discretion of approvals, would it be a lease or a sell-off option depending on what type of business would be put on the land, and would it need to be rezoned depending on the type of business.

Dingee replied that publicly zoned land could be privately owned. An RV Park would not need to rezone the land.

Motion was made by Pasciak, seconded by Meadors, to approve ZC-2025-02, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A. A roll-call vote was taken and the motion passed with a 7-0 vote.

PUBLIC HEARING #D.3 – TA-2025-06 - A request to amend the Town of Chino Valley Unified



TOWN OF CHINO VALLEY
Planning Commission Staff Report
November 4th, 2025
File Number ZC-2025-02
Rezone

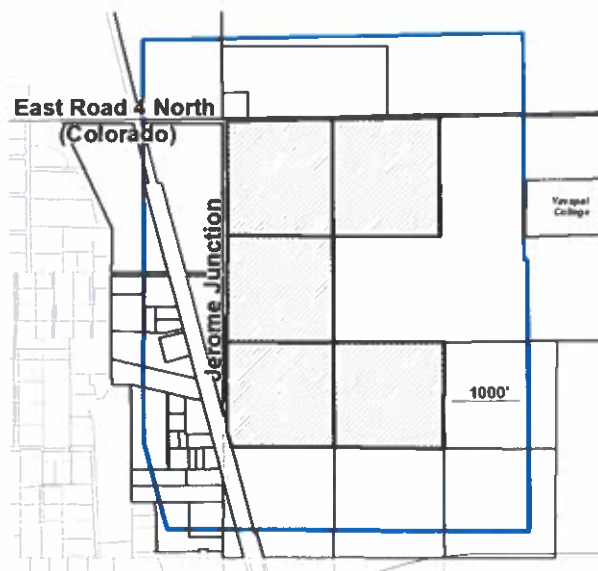
PROJECT DESCRIPTION

This is a request by the Town of Chino Valley for a rezone of approximately 197 acres of land from Business Park (BP) to Public Land (PL). The land is located generally to the southeast of the intersection of Jerome Junction and East Road 4 North (Colorado Way), Chino Valley Arizona. APN: 306-02-001U, S, Y, X, and J.

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	Business Park (BP)	Vacant Land	Horizontal Multi Use (HMU)
North	Agricultural Residential (AR-4)	Vacant Land/APS Substation	Horizontal Multi Use (HMU)
South	Public Land (PL)	Vacant Land	Horizontal Multi Use (HMU)
East	Public Land (PL)	Water Treatment Plant/ Equestrian Center/Vacant Land	Horizontal Multi Use (HMU)
West	Industrial (I)/ Commercial Light (CL)	Vacant	Horizontal Multi Use (HMU)

LOCATION MAP



PRIOR SITE ACTIONS:	<u>Rezoning</u> - June 23, 2019 – Public Land (PL) to Business Park (BP)
STAFF RECOMMENDATION:	Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of APPROVAL for the Old Home Manor Rezone from Business Park to Public Land, with Conditions of Approval found in Attachment A.
SUGGESTED MOTION:	Move to APPROVE Zone Change ZC-2025-02 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A
EFFECT OF THE APPROVAL:	By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Old Home Manor Rezone located generally to the southeast of the intersection of Jerome Junction and East Road 4 North (Colorado Way) subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

Staff Analysis:
The subject property is currently zoned Business Park (BP). The BP district was created with the intent of supporting large-scale employment centers with specialized uses, strict performance standards, and a 20-acre minimum site size. In practice, this framework has never aligned with Chino Valley’s infrastructure capacity, economic conditions, or development patterns. Since its adoption, no development consistent with BP zoning has ever advanced, and the district has remained inactive.

The property itself is currently vacant and undeveloped. Rezoning it to Public Land (PL) would bring the zoning map into alignment with its present condition and the Town’s anticipated use of the property as part of a broader municipal and community-serving area. PL zoning allows for public facilities, recreation, education, and other civic uses while preserving flexibility through Permitted Use #8, which gives Council the ability to consider other appropriate uses on a case-by-case basis.

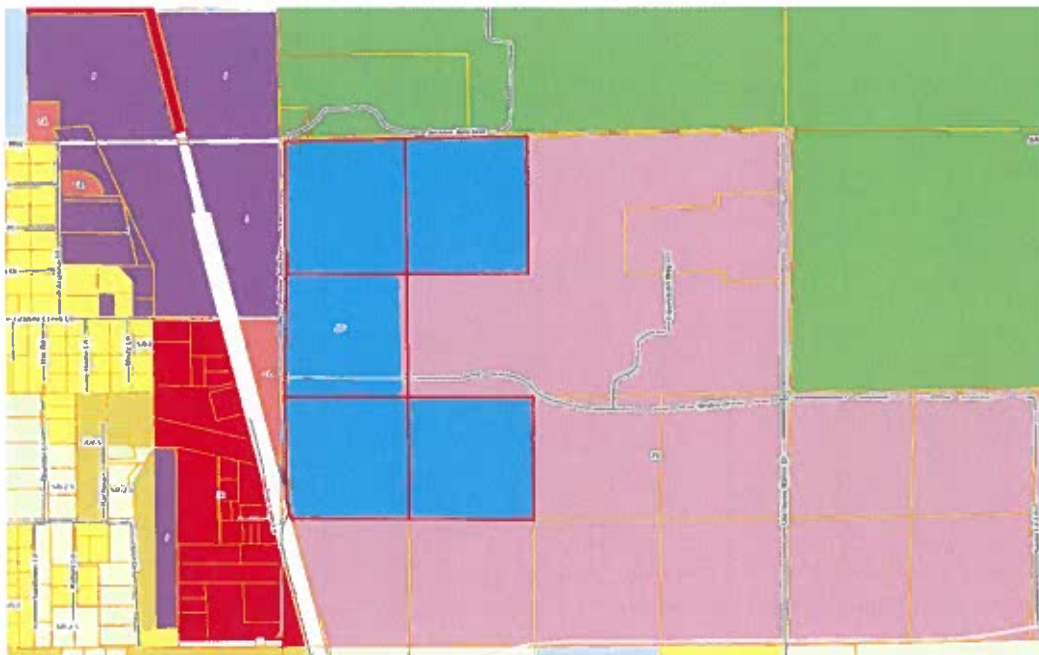
There has also been long-standing interest in establishing an RV park on a portion of the site. That proposal has been under discussion for several years and is well known to both the community and Council. Rezoning the property from BP to PL does not restrict that project from moving forward. On the contrary, PL zoning provides a more deliberate and appropriate framework for the Town to evaluate it. Because PL includes discretionary authority through Permitted Use #8, Council retains full ability to consider the RV park proposal in the context of overall planning goals for Old Home Manor. This ensures that any future development on the site can be coordinated with existing and planned recreational facilities such as the equine park, Compass Training Center, and Chino Valley Flyers.

Zoning
The BP zoning district has remained inactive and is no longer an appropriate fit for this site. Its rigid structure, urban-scale development standards, and narrow permitted uses do not align with Chino

Valley's development patterns, available infrastructure, or long-term planning objectives. Replacing BP with PL provides a zoning designation that better reflects the property's current condition as vacant land under public ownership and the Town's intended direction for the area.

This change also simplifies zoning administration by removing an outdated district that has never generated development activity and replacing it with one that better fits the Town's practical needs. The PL district supports public facilities, recreation, and other community-oriented uses while preserving flexibility. The PL District allows Town Council to review and approve other appropriate proposals that support community goals and are compatible with surrounding facilities, that are not specifically listed as permitted uses in the district. In this case, the long-discussed RV park proposal remains eligible for consideration under PL zoning, subject to Council approval.

The rezoning also aligns with the Town's broader effort to modernize its zoning code and streamline regulatory processes. By retiring BP from both the zoning map and the ordinance, the Town removes an ill-fitting district and replaces it with a zoning tool that better reflects current policy direction, ownership, and realistic development potential.

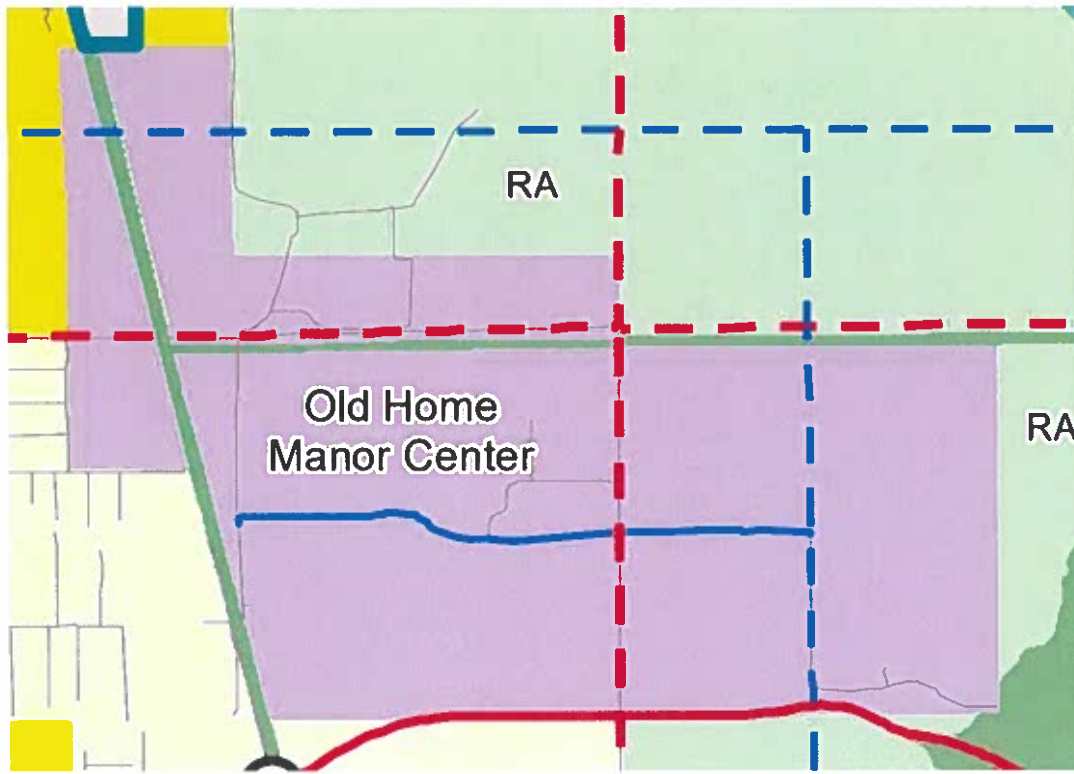


General Plan

The property is designated **Horizontal Multi-Use (HMU)** in the Town's General Plan. HMU is intended to support master-planned areas that bring together civic, recreational, employment, and commercial components through coordinated development. Rezoning the property to PL is consistent with this designation because it reinforces the civic and recreational role of Old Home Manor while preserving the flexibility needed to accommodate compatible private uses in the future.

This action strengthens the connection between the zoning map and the adopted General Plan, ensuring that zoning reflects the actual function of the property and its role in advancing community objectives. By placing the property in PL, the Town creates a more deliberate and predictable pathway for future development proposals, allowing Council to evaluate projects individually and ensure they align with the HMU vision.

The rezoning helps the Town focus on long-term recreational planning, and infrastructure capacity. It provides a clearer regulatory framework for managing future investment at Old Home Manor, ensuring the area continues to evolve in a way that supports both the community's civic needs and potential private partnerships without relying on an outdated and ineffective BP district.



2040 General Plan Old Home Manor Center

Owned by the Town, Old Home Manor is a planned employment district with commercial recreation, education, and public service uses. The town's wastewater treatment plant and aquifer recharge area are located at Old Home Manor. The vision for the Old Home Manor Center, which covers more land than just what the Town owns, is a master-planned HMU development that will include a compatible and integrated mix of uses from low-intensity businesses, offices, medical services, and municipal government functions to regional and neighborhood commercial uses, parks, recreation and sports uses, tourism draws for events such as equestrian activities, and multifamily residential uses. The Old Home Manor Center will contain development subareas interconnected by public and private streets, utilities, paths, parks, and shared parking areas, with buildings incorporating common architectural elements and materials.

**NEIGHBORHOOD MEETING
COMMENTS:**

See Attachment A

ATTACHMENTS:

A
Neighborhood Meeting Comments

PREPARED BY:

DATE:

WILL DINGEE
ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928-636-3472

OCTOBER 16, 2025

APPROVED BY:



LAURIE LINEBERRY, AICP
DEVELOPMENT SERVICES DIRECTOR

PLEASE SEE FOLLOWING PAGE.

ATTACHMENT A
NEIGHBORHOOD MEETING COMMENTS

DATE MEETING HELD: **OCTOBER 1ST, 2025**

LOCATION: **APS STATION – COLORADO WAY (N ROAD 4 NORTH)**

ATTENDEES: TOWN STAFF-WILL DINGEE, ASSISTANT DIRECTOR AND JESSICA BARRIGAN, SENIOR PLANNER

NEIGHBORS IN ATTENDANCE: **5 – ALL RECEIVED A POSTCARD**

SUMMARY OF ATTENDEES' COMMENTS RELATED TO THE PROJECT:

The discussion focused on the rezoning request, with attendees raising several questions and concerns. Key topics included the factors driving the rezoning proposal, potential impacts on views, buffers, and setbacks, and issues related to traffic volume and road maintenance. Neighbors expressed apprehension about the increased discretion granted to the Town Council in determining allowable uses in the area, as well as broader environmental impacts, including effects on water resources, fire safety, and mitigation measures. One property owner highlighted a specific concern regarding their goats, noting that noise during mating season could lead to complaints from future users of RV parks or lodging facilities. Overall, the neighbors voiced general support for recreational development in the area. Several referenced a former Town-maintained BMX biking track, praising its positive contributions to community prosperity and activities for youth and adults. Suggestions for potential uses included an automotive racetrack, ball fields, or other recreational amenities. Attendees emphasized the value of promoting recreation but stressed the need to address increased road usage and infrastructure demands upfront to mitigate any negative effects.

No formal opposition was recorded, and the meeting concluded with staff offering to provide additional information as the application progresses.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 12/9/2025
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 Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

SUMMARY:

TA-2025-06 - This text amendment removes the Business Park (BP) zoning district from the Town's Unified Development Ordinance. The BP district was originally crafted for campus-style business parks but no longer aligns with the Town's current land use needs, economic development strategy, or the 2040 General Plan. Its permitted uses were designed for larger, urban communities and do not reflect Chino Valley's development patterns or infrastructure capacity. The district also relies on a prohibited-uses list, a widely discouraged zoning practice that adds ambiguity and administrative challenges.

As part of the ongoing zoning code rewrite, staff plans to introduce a new employment-oriented district that better supports the Town's growth objectives. Removing the obsolete BP language now prevents outdated standards from remaining in the code. If the related rezoning case (ZC-2025-02) is approved, there will be no land under the BP designation. This amendment will formally remove the district from the UDO while preparing for a modern replacement district.

For a complete analysis, please see the attached Planning and Zoning staff report.

PREVIOUS ACTION:

On November 4, 2025, the Planning and Zoning Commission forwarded a recommendation of approval for TA-2025-06 with a 7-0 vote. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes and staff report.

STAFF RECOMMENDATION:

- i) Hold a Public Hearing
- ii) Approve Ordinance No. 2025-961, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Subsection 3.19, to delete the Business Park zoning district.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 1 - ORD - 2025-961 - UDO Amendment to Delete BP
2.	Attachment 2 - Redline of UDO Subsection 3.19.
3.	Attachment 3 - TA-2025-06 - P&Z Minutes
4.	Attachment 4 - TA-2025-06 - P&Z Signed Staff Report

ORDINANCE NO. 2025-961

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE CHINO VALLEY TOWN CODE, TITLE XV, LAND USAGE, CHAPTER 154, UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY, SUBSECTION 3.19, TO DELETE THE BUSINESS PARK ZONING DISTRICT; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the "Town Council") desires to amend Chino Valley Town Code Title XV, Land Usage, Chapter 154, Unified Development Ordinance of the Town of Chino Valley (the "UDO"), Subsection 3.19, to delete the Business Park zoning district (the "Amendment"); and

WHEREAS, the Town Council has determined that the Amendment is not in conflict with the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or any other plan; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Constitution of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance; and

WHEREAS, in accordance with A.R.S. § 9-462.01, the Town Council has considered a housing impact statement that includes the information required by A.R.S. § 9-462.01(J)(1)-(3); and

WHEREAS, the Town of Chino Valley Planning and Zoning Commission held a public hearing on the Amendment and recommended its approval; and

WHEREAS, the Town Council finds that the Amendment recommended by the Planning and Zoning Commission is appropriate and in the Town's best interests.

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

SECTION 1. The foregoing recitals are hereby referred to, adopted, and made a part hereof as if fully set forth herein.

SECTION 2. UDO Subsection 3.19, "BP" - Business Park, is hereby deleted in its entirety, and Subsection 3.19 is reserved for future use.

SECTION 3. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the amendments adopted herein by reference is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 4. 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.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley
on this 9th day of December 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify that the above foregoing Ordinance No. 2025-961 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 9, 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

3.19 ~~“BP”–BUSINESS PARK~~ RESERVED

A. ~~PURPOSE~~

~~This district is intended to provide for high-quality business parks primarily for office, administrative, medical, research industries and light manufacturing in an attractive setting. The regulations and development standards contained within this district include generous screening, quality landscaping buffering and architecture performance standards to ensure use compatibility with surrounding zoning districts.~~

B. ~~PERMITTED USES~~

- ~~1. Business and professional offices, banks and similar.~~
- ~~2. Professional services including call centers, research and development, high tech businesses.~~
- ~~3. Medical and dental laboratories.~~
- ~~4. Business, trade, dancing, art, music, and other similar educational facilities.~~
- ~~5. Radio and television studios and all attached commercial broadcasting and receiving antennas.~~
- ~~6. Indoor commercial recreation establishments.~~
- ~~7. Indoor theaters, assembly halls, ballrooms and lodges.~~
- ~~8. Headquarters buildings or charitable, philanthropic and welfare organizations provided that their primary activities are administrative and clerical rather than residential in nature.~~
- ~~9. Veterinary clinic and animal hospitals, when in a closed building.~~
- ~~10. Printing and publishing.~~
- ~~11. Wholesale establishments.~~
- ~~12. Light manufacturing.~~
- ~~13. Packaging companies.~~
- ~~14. Warehouses.~~
- ~~15. Welding and machine shops.~~
- ~~16. Business incubators.~~
- ~~17. Digital Production.~~

~~18. Commercial/Industrial Laboratories.~~

~~19. Research and Development.~~

~~20. Small Scale Food Preparation.~~

~~21. Mechanical Services.~~

~~22. Public, Government uses.~~

~~C. CONDITIONAL USES (Conditional Use Permit Required)~~

~~1. Convention center.~~

~~2. Colleges and universities.~~

~~3. Hospitals and other medical/dental offices and clinics.~~

~~4. Bottling operations.~~

~~5. Microbrewery or micro-distillery.~~

~~6. Restaurant and eateries.~~

~~7. Hotels and Motels.~~

~~8. Outdoor storage of any kind~~

~~Customary accessory buildings and structures are permitted, provided they are incidental to a permitted use.~~

~~Because no list of uses can be complete, the interpretation of whether a use not specified is consistent with the intent of this zoning district and may be allowed as a conditional use or, where discretion is allowed, a permitted use shall be rendered by the Zoning Administrator with appeal to the Board of Adjustment.~~

~~D. PROHIBITED USES~~

~~1. Quarries and mines.~~

~~2. Feed lots.~~

~~3. Automobile salvage yards/junkyards/storage yards.~~

~~4. Commercial outdoor kennels.~~

~~5. Medical marijuana dispensary.~~

~~6. Medical marijuana off-site cultivation and infusion facilities.~~

- ~~7. Heavy manufacturing such as automobile manufacturing plants.~~
- ~~8. Slaughterhouses.~~
- ~~9. Refineries.~~
- ~~10. Hot mix, batch plants, concrete plants, and similar uses.~~
- ~~11. Vehicle Motor Sports Facilities.~~
- ~~12. Airports.~~
- ~~13. Any industry with excessive water usage and no recharge to the aquifer.~~
- ~~14. "Dirty" industries that emit excessive particulates or other pollution according to the United States Environmental Protection Agency (EPA) air quality standards.~~
- ~~15. Extremely noisy industries.~~
- ~~16. Underground liquid petroleum retail and **wholesale** distribution facilities, including fueling stations.~~
- ~~17. Agricultural and farming uses.~~
- ~~18. Drive-through uses.~~
- ~~19. Residential uses.~~
- ~~20. Commercial greenhouses and accessory uses, including onsite sales.~~

~~E. PROPERTY DEVELOPMENT STANDARDS~~

- ~~1. Minimum Development area: 20 **acres** total area per business park. May be comprised of one **lot** or multiple **lots**, planned in a coordinated, cohesive manner. All **lots** must be served by a water and sewage disposal system approved by the Town of Chino Valley.~~
- ~~2. Perimeter of overall development must maintain a 50-foot setback from all other districts.~~
- ~~3. Internal Minimum **Lot** Frontage (must be Right of Way): None.~~
- ~~4. Internal Minimum Rear and Side **Yard Building** Setback: None.~~
- ~~5. Internal Minimum Front **Yard Building** Setbacks: 50 feet.~~
- ~~6. Maximum **Building** Height: 35 feet maximum permitted, taller than 35 feet may be approved as a conditional **use permit**.~~
- ~~7. Maximum **Lot** Coverage: None.~~

~~8.—Outdoor Storage: All outdoor storage shall be screened with a six (6) foot **screening fence**, as permitted.~~

~~9.—Fencing/screening of **uses** shall include CMU block / stucco walls, or other similar material. It shall not include chain-link fencing.~~

~~10.—Architectural Design Standards: Each Business Park, as part of the design shall include the addition of a façade on each **structure** on each side facing a **street** that is visually similar to other **buildings** within the development. Metal siding shall not be a permitted façade material unless the developer can demonstrate that such a material can be visually and aesthetically pleasing. Part of these standards may include a common color palette or theme.~~

~~F.—PARKING STANDARDS~~

~~1.—**Uses** in the BP District shall use Subsection 4.22.5.E (JOINT **USE** PARKING FOR PAD) in determining required number of parking spaces.~~

~~2.—All other appropriate regulations of Subsection 4.22 (OFF **STREET** PARKING AND LOADING) will apply to **uses** in the BP District.~~

~~G.—PERFORMANCE STANDARDS~~

~~The sum total of the effects of concurrent operations on two or more **lots** should not be greater or more offensive to the senses than the standards contained herein. Compliance with the provision of these performance standards by single or mutual changes in operational levels, scheduling of operations, and other adjustments is permitted.~~

~~1.—**BUILDING ENCLOSURES**: Every **use** permitted in the BP district shall be operated in its entirety within a completely enclosed **building** or within an area enclosed on all sides by a solid noncombustible **fence** or wall, as regulated by this ordinance, provided further, that no goods, material, or objects shall be stacked higher than the **fence** or wall. All **fences** and walls shall be built in accordance with Section 4.8.~~

~~2.—**LANDSCAPING**: In the BP district, all required **yards** shall be landscaped in compliance with UDO Section 4.26 (LANDSCAPE REQUIREMENTS). The perimeter shall be landscaped and maintained by the business park developer/HOA and shall include one (1) 2" caliper tree spaced every 30 feet on center, and three shrubs per tree spaced aesthetically along each **street** frontage.~~

~~3.—**ODOROUS MATTER**: No emission of odorous matter shall be allowed in excess of ambient air quality standards, as set forth by regulations adopted by the Arizona Department of Environmental Quality.~~

~~4. HUMIDITY, HEAT OR GLARE: In the BP district, any activity producing humidity, in the form of steam or moist air, or producing heat or glare, shall be carried on in such a manner that the steam, humidity, heat, or glare is not perceptible at or beyond any residential or commercial district boundary. Detailed plans for the elimination of humidity, heat, or glare may be required before the issuance of a building permit.~~

~~5. VIBRATION: Vibrations shall be measured at the lot line. No vibration is permitted which is discernible to the human sense of feeling for three (3) minutes or more duration in any one (1) hour.~~

~~6. EMISSIONS AND OPEN BURNING: No emission of particulate matter, sulfur, compound, carbon monoxide, hydrocarbon, nitrogen oxide, and open burning shall be allowed in the BP District.~~

~~7. STORAGE: In the BP Zone, the storage of materials, supplies, and products on the property outside the building, constructed thereon is permitted at the rear of the property providing that the storage of materials, supplies, and products are within an area enclosed on all sides by a solid noncombustible fence or wall at least six (6) feet in height, provided further that no goods, materials, or objects shall be stacked higher than the fence or wall.~~

~~8. WASTE: No waste material or refuse shall be dumped upon, or permitted to remain upon, any part of the part of the property outside of the buildings constructed thereon. All sewage and industrial waste shall be treated and disposed of in such a manner so as to comply with the standards of the appropriate authority. All plans for waste disposal facilities shall be required before the issuance of any building permit.~~

~~9. FIRE AND EXPLOSIVE HAZARDS: Storage, utilization, or manufacture of solid materials which requires free burning and intense burning may be allowed, provided that said materials or products shall be stored, utilized, or manufactured within completely enclosed buildings having incombustible walls and protected throughout by an automatic fire extinguishing system and in accordance with Standards of American Insurance Association for Storage, Handling, and Use of Flammable Liquids, "American Insurance Association," Pamphlet No. 30, June 1959, or any subsequent revision or amendment thereto.~~

~~10. AQUIFER RECHARGE: All uses shall connect to municipal water and sewer and shall discharge at least 65% of water to the sewer.~~

(Ord. 2019-867, passed 7-23-2019)

PUBLIC HEARING #D.3 – TA-2025-06 - A request to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, Chapter 3, Section 3.19 to remove the Business Park zoning district in its entirety.

Chair Merritt asked if anyone on the Commission had a disclosure to declare regarding this item. Pasciak stated he had a minimal discussion with Staff.

Will Dingee, Assistant Director, presented the staff report and stated Staff had discussions on whether to remove the Business Park Zone District or to move it to an obsolete zoning district, and Staff's position was that the Business Park Zone District was not compatible with the Town's General Plan. He shared that the five parcels of Old Home Manor totaling approximately 197 acres were the only land within Chino Valley Town limits that hold the Business Park zoning. **Dingee** stated that the Business Park Zoning District had contained prohibited use lists, performance standards, and its own development standards within the zoning code. The list of prohibited uses was especially problematic.

Lineberry added that most of the uses were not viable with Old Home Manor, and not a good fit. The goal was through the rewrite of the zoning code, to come up with a district that could accommodate business park kinds of uses and not include other uses that would not work at Old Home Manor. She stated that a business park district would not be eliminated forever. She added that the problem with having a prohibited use list in a zoning district was that you could never come up with everything that you don't want. You should not list prohibited uses but only list uses that are compatible.

Dingee added that as part of the zoning code rewrite, and HMU designated zoning district would encompass what the General Plan intended.

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

Pizzi asked if Old Home Manor would still stay as an HMU.

Dingee replied yes, under the General Plan.

Merritt stated that by removing the Business Park Zoning District, it would help the new zoning ordinance work to be done in a proper manner.

Meadors asked if Old Home Manor would default back to Public Land.

Dingee replied no, that part was heard earlier on the Rezone, that this was just to remove the Business Park Zoning District from the Unified Development Ordinance (U.D.O.).

Morabito asked what would be eliminated in the U.D.O.

Dingee showed a slide of the entire Section 3.19 of the U.D.O. which would be eliminated.

Merritt closed the public portion of the meeting, as there was no public present to comment.

Motion was made by Pasciak, seconded by Ditta and Pizzi, to approve TA-2025-06, as presented, subject to the staff report, information provided during the hearing, and the Planning and Zoning Commission discussion. A roll-call vote was taken and the motion passed with a 7-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
November 4, 2025
File Number TA-2025-06
Text Amendment

PROJECT DESCRIPTION

A request to amend the Town of Chino Valley Unified Development Ordinance, Chapter 154, Chapter 3, Section 3.19 to remove the Business Park zoning district in its entirety.

The purpose of this text amendment is to remove the Business Park (BP) zoning district from the Town's Unified Development Ordinance (UDO), Chapter 154, Chapter 3, Section 3.19. The BP district was originally intended to support campus-style business park development but is no longer aligned with the Town's land use needs, economic development strategy, or 2040 General Plan.

The list of permitted uses is structured for larger, urban communities and does not reflect the development patterns or infrastructure capacity of Chino Valley. In addition, the BP District relies on a prohibited uses list, which is widely regarded as a poor zoning practice that introduces unnecessary ambiguity and administrative complications.

As part of the ongoing comprehensive zoning code rewrite, staff intends to bring forward a new, modernized employment-oriented zoning district in the future that better supports the Town's growth objectives. Removing the existing BP district now ensures that outdated language does not remain embedded in the code.

If the associated rezoning case, ZC-2025-02, is approved, all land currently zoned BP will be rezoned, leaving no property within Town limits with this designation. This text amendment will then formally retire the district from the ordinance, simplifying the code and laying the groundwork for a more effective replacement district.

Staff Recommendation:

Staff recommends **APPROVAL** of the text amendment to amend the Town of Chino Valley Unified Development Ordinance, Chapter 3, Section 3.19 by removing the Business Park zoning district in its entirety.

**SUGGESTED
COMMISSION MOTION:**

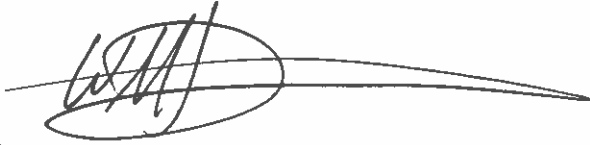
Move to **APPROVE** Text Amendment TA-2025-06 as reflected in Attachment 1 subject to the staff report, information provided during this hearing, and the Planning Commission discussion.

Effect of the Approval:

By approving the Text Amendment, the Planning and Zoning Commission is recommending that the Town Council remove Unified Development Ordinance Section 3.19 "BP" – Business Park Zoning district in its entirety.

Prepared By:

Date: October 16, 2025

A handwritten signature in black ink, appearing to read 'WD', enclosed within a large, loopy oval shape.

Will Dingee
Assistant Director
Development Services
wdingee@chinoaz.net
(928)636-3472

Laurie Lineberry, AICP
Director
Development Services
llineberry@chinoaz.net
(928)636-3471

A handwritten signature in blue ink, appearing to read 'Laurie Lineberry', written in a cursive style.

3.19 ~~"BP" - BUSINESS PARK~~ RESERVED

A. ~~PURPOSE~~

This district is intended to provide for high-quality business parks primarily for ~~office,~~ administrative, medical, research industries and **light manufacturing** in an attractive setting. The regulations and development standards contained within this district include generous screening, quality landscaping buffering and architecture performance standards to ensure use compatibility with surrounding zoning districts.

B. ~~PERMITTED USES~~

1. ~~Business and professional offices, banks and similar.~~
2. ~~Professional services including call centers, research and development, high tech businesses.~~
3. ~~Medical and dental laboratories.~~
4. ~~Business, trade, dancing, art, music, and other similar educational facilities.~~
5. ~~Radio and television studios and all attached commercial broadcasting and receiving antennas.~~
6. ~~Indoor commercial recreation establishments.~~
7. ~~Indoor theaters, assembly halls, ballrooms and lodges.~~
8. ~~Headquarters buildings or charitable, philanthropic and welfare organizations provided that their primary activities are administrative and clerical rather than residential in nature.~~
9. ~~Veterinary clinic and animal hospitals, when in a closed building.~~
10. ~~Printing and publishing.~~
11. ~~Wholesale establishments.~~
12. **Light manufacturing.**
13. ~~Packaging companies.~~
14. **Warehouses.**
15. ~~Welding and machine shops.~~
16. ~~Business incubators.~~
17. ~~Digital Production.~~

~~18. Commercial/Industrial Laboratories:~~

~~19. Research and Development:~~

~~20. Small Scale Food Preparation:~~

~~21. Mechanical Services:~~

~~22. Public, Government uses:~~

~~G. CONDITIONAL USES (Conditional Use Permit Required)~~

~~1. Convention center:~~

~~2. Colleges and universities:~~

~~3. Hospitals and other medical/dental offices and clinics:~~

~~4. Bottling operations:~~

~~5. Microbrewery or micro-distillery:~~

~~6. Restaurant and eateries:~~

~~7. Hotels and Motels:~~

~~8. Outdoor storage of any kind~~

~~Customary accessory buildings and structures are permitted, provided they are incidental to a permitted use:~~

~~Because no list of uses can be complete, the interpretation of whether a use not specified is consistent with the intent of this zoning district and may be allowed as a conditional use or, where discretion is allowed, a permitted use shall be rendered by the Zoning Administrator with appeal to the Board of Adjustment:~~

~~D. PROHIBITED USES~~

~~1. Quarries and mines:~~

~~2. Feed lots:~~

~~3. Automobile salvage yards/junkyards/storage yards:~~

~~4. Commercial outdoor kennels:~~

~~5. Medical marijuana dispensary:~~

~~6. Medical marijuana off-site cultivation and infusion facilities:~~

- ~~7. Heavy manufacturing such as automobile manufacturing plants:~~
- ~~8. **Slaughterhouses:**~~
- ~~9. Refineries:~~
- ~~10. Hot mix, batch plants, concrete plants, and similar **uses:**~~
- ~~11. Vehicle Motor Sports Facilities:~~
- ~~12. **Airports:**~~
- ~~13. Any industry with excessive water usage and no recharge to the aquifer:~~
- ~~14. "Dirty" industries that emit excessive particulates or other pollution according to the United States Environmental Protection Agency (EPA) air quality standards:~~
- ~~15. Extremely noisy industries:~~
- ~~16. Underground liquid petroleum retail and **wholesale** distribution facilities, including fueling stations:~~
- ~~17. **Agricultural and farming uses:**~~
- ~~18. Drive-through **uses:**~~
- ~~19. Residential **uses:**~~
- ~~20. **Commercial greenhouses** and accessory **uses**, including onsite sales:~~

~~E. PROPERTY DEVELOPMENT STANDARDS~~

- ~~1. Minimum Development area: 20 **acres** total area per business park. May be comprised of one **lot** or multiple **lots**, planned in a coordinated, cohesive manner. All **lots** must be served by a water and sewage disposal system approved by the Town of Chino Valley:~~
- ~~2. Perimeter of overall development must maintain a 50-foot setback from all other districts:~~
- ~~3. Internal Minimum **Lot** Frontage (must be Right of Way): None:~~
- ~~4. Internal Minimum Rear and Side-**Yard Building** Setback: None:~~
- ~~5. Internal Minimum Front **Yard Building** Setbacks: 50 feet:~~
- ~~6. Maximum **Building** Height: 35 feet maximum permitted, taller than 35 feet may be approved as a conditional **use permit**:~~
- ~~7. Maximum **Lot** Coverage: None:~~

8. ~~Outdoor Storage: All outdoor storage shall be screened with a six (6) foot **screening fence**, as permitted.~~

9. ~~Fencing/screening of **uses** shall include CMU block / stucco walls, or other similar material. It shall not include chain-link fencing.~~

10. ~~Architectural Design Standards: Each Business Park, as part of the design shall include the addition of a façade on each **structure** on each side facing a **street** that is visually similar to other **buildings** within the development. Metal siding shall not be a permitted façade material unless the developer can demonstrate that such a material can be visually and aesthetically pleasing. Part of these standards may include a common color palette or theme.~~

F. ~~PARKING STANDARDS~~

1. ~~**Uses** in the BP District shall use Subsection 4.22.5.E (JOINT **USE** PARKING FOR PAD) in determining required number of parking spaces.~~

2. ~~All other appropriate regulations of Subsection 4.22 (OFF **STREET** PARKING AND LOADING) will apply to **uses** in the BP District.~~

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~~10. AQUIFER RECHARGE: All uses shall connect to municipal water and sewer and shall discharge at least 65% of water to the sewer.~~

(Ord. 2019-867, passed 7-23-2019)



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 12/9/2025
CONTACT PERSON: Terri Denemy, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring in the amount of \$52,192.88.

SUMMARY:

On August 26, 2025, staff reported an issue with flooring glue seeping through the vinyl flooring in the billiard room of the Senior Center, causing the flooring to raise and curl and no longer adhere to the concrete base. Staff investigated, and it was determined there was a possible water leak from one of the various water lines running under the concrete floor. On September 9, 2025, a utility locating service confirmed a water leak was very likely and suggested opening the concrete floor to further investigate and locate the source of the leak. On September 10, 2025, Southwest Risk, our insurance carrier, was contacted, and a claim was filed. On September 15, 2025, Southwest Risk approved initial coverage reimbursement for an estimated \$15,468.69 in damages.

During the investigation, water lines were located and fixed or capped as necessary. Further investigation by the flooring contractors revealed that the concrete below the flooring still had a high moisture content possibly residual from the leaks and also permeating from the subsurface. It is this high moisture content in the concrete from the subsurface that was causing the failure of the flooring, not only in the billard room, but also extending into and possibly including the entire dining room area. Installation of a moisture barrier would be necessary in order to solve this problem long-term. Utilizing a Cooperative Purchasing Agreement with Shaw Integrated Solutions under contract number 061323-SII through Sourcewell, a quote for \$52,192.88 to replace the flooring and add a moisture barrier was obtained. Once the flooring is removed by the contractor, the extent of the water damage will be determined and an additional/amended claim will be submitted to our insurance carrier for possible additional reimbursement of costs due to damage.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve a Cooperative Purchasing Agreement with Shaw Integrated Solutions to replace the Senior Center flooring for \$52,192.88.

FISCAL IMPACT?

Available budget: General Fund — Facilities Maintenance — Parking Lot Maintenance	\$175,000.00
--	--------------

Less this approval item: Senior Center Flooring Replacement with Shaw Integrated Solutions*	-\$52,192.88
Remaining budget: General Fund — Facilities Maintenance — Parking Lot Maintenance	\$122,807.12

*This item was not budgeted. However, funds that were budgeted for Parking Lot Maintenance will be utilized to fund this unexpected emergency project.

ATTACHMENTS:

1.	AGR - CPA - Show - Senior Center Flooring
2.	Exhibit A - Shaw Sourcewell Contract 061323
3.	Exhibit B - Shaw Quote 200106

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SHAW INTEGRATED AND TURF SOLUTIONS, INC**

THIS COOPERATIVE PURCHASING AGREEMENT (this “Agreement”) is entered into as of December 9, 2025, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Shaw Integrated and Turf Solutions, Inc., a Georgia corporation (the “Contractor”). The Town and Contractor are the only parties to this Agreement; each is an individual “Party,” and together they are the “Parties.”

RECITALS

A. On August 7, 2023, after a competitive procurement process, Sourcewell—a State of Minnesota local government unit and service cooperative—and the Contractor entered into Contract No. 061323-SII (the “Sourcewell Contract”) for the Contractor to provide flooring materials with related supplies and services, as more particularly outlined in Section 2 below (the “Materials and Services”), to Sourcewell and the entities that access its cooperative purchasing contracts. A copy of the Sourcewell Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The Town is permitted to purchase the Materials and Services under the Sourcewell Contract, at its discretion and with the agreement of the awarded Contractor.

C. The Town and the Contractor desire to enter into this Agreement to (i) acknowledge their cooperative contractual relationship under the Sourcewell Contract and this Agreement, (ii) establish the terms and conditions by which the Contractor may provide the Town with the Materials and Services, and (iii) set the maximum aggregate amount to be expended pursuant to this Agreement related to the Materials and 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 Contractor 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 December 8, 2026, unless terminated as otherwise provided in this Agreement or the Sourcewell Contract (the “Term”). The terms and conditions of the Sourcewell Contract are incorporated herein to the extent not inconsistent with this Agreement and shall survive the termination or expiration thereof.

2. Scope of Work. The Contractor shall provide the Materials and Services under the terms and conditions of the Sourcewell Contract and as more particularly set forth in the proposal attached hereto as Exhibit B and incorporated herein by reference (the “Quote”).

3. Inspection; Acceptance. All Materials and Services are subject to final inspection and acceptance by the Town. Materials failing to conform to the requirements of this Agreement or the Sourcewell Contract will be held at the Contractor's risk and may be returned to the Contractor. If so returned, all costs are the Contractor's responsibility. Upon discovery of non-conforming Materials or Services, the Town may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring the Materials or Services into compliance and withhold the cost of same from any payments due to the Contractor.

4. Compensation. The Town shall pay the Contractor an amount not to exceed \$52,192.88 for the Materials and Services at the unit rates set forth in the Quote.

5. Payments. The Town shall pay the Contractor monthly, based upon acceptance and delivery of Materials and/or Services performed and completed to date, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Sourcewell Contract and (ii) document and itemize all work completed to date. The invoice statement shall include a record of Materials delivered, time expended, and work performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the Sourcewell Contract will be subject to rejection and may be returned.

6. Safety Plan. The Contractor shall provide the Services in accordance with a safety plan that complies with standards of the Occupational Safety and Health Administration, the American National Standards Institute, and the National Institute for Occupational Safety and Health. If, in the Contractor's sole determination, the Services to be provided do not require a safety plan, the Contractor 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.

7. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, the Contractor's and its subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Contractor'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 (i) evaluation and verification of any invoices, payments, or claims based on the Contractor'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 (ii) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 7 below. To the extent necessary for the Town to audit Records as set forth in this Section, the Contractor 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 Contractor pursuant to this Agreement. The Contractor 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 Section. The Town shall give the Contractor or its subcontractors reasonable advance notice of intended audits. The Contractor shall require its subcontractors to comply with the provisions

of this Section by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

8. E-Verify Requirements. To the extent applicable under Ariz. Rev. Stat. § 41-4401, the Contractor 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 Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the Town.

9. 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.

10. Conflict of Interest. The Town may cancel this Agreement pursuant to Ariz. Rev. Stat. § 38-511.

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

12. 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 Contractor 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 Contractor 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.

13. Conflicting Terms. In the event of any inconsistency, conflict, or ambiguity among the terms of this Agreement, the Sourcewell Contract, and invoices, the documents shall govern in that order.

14. Rights and Privileges. The Town is a Participating Entity under the Sourcewell Contract and is entitled to all the same benefits as Sourcewell. To the extent provided under the Sourcewell Contract, the Town shall be afforded all of the rights and privileges afforded to "Participating Entities," as that term is defined in the Sourcewell Contract.

16. 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 (i) delivered to the Party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) 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 Contractor: Shaw Integrated and Turf Solutions, Inc.
Mail Drop 999
P.O. Box 748552
Atlanta, GA 30384-8552
Attn: Shelli Warren

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17. Forced Labor of Ethnic Uyghurs. To the extent applicable under Ariz. Rev. Stat. § 35-394, the Contractor 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 Contractor becomes aware that it is not in compliance with this paragraph, it shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Contractor 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.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

Attest:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

“Contractor”

SHAW INTEGRATED AND TURF
SOLUTIONS, INC., a Georgia corporation

Signature

Name

Title

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SHAW INTEGRATED AND TURF SOLUTIONS, INC

[Sourcewell Contract]

See the following pages.

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
SHAW INTEGRATED AND TURF SOLUTIONS, INC

[Quote]

See the following pages.

**Solicitation Number: 061323****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Integrated and Turf Solutions, Inc., 616 E. Walnut Ave., Dalton, GA 30721 (Supplier).

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

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

1. TERM OF CONTRACT

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

EXPIRATION DATE AND EXTENSION. This Contract expires August 9, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

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

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUPPLIER MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered

Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. Unless exempt, Participating Entity shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, Service or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

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

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will use commercially reasonable efforts to encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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

Participating Entities and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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

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

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

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

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

7. CUSTOMER SERVICE

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

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

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

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

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter, less any applicable taxes, freight, fees and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. Supplier shall not be liable

hereunder for any indirect or consequential damages of any nature whatsoever, even if advised of the possibility thereof.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
 - a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Each party must return all marketing and promotional materials, including signage, provided by the other party, or dispose of it according to the other party's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

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

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have sixty (60) calendar days to cure an outstanding issue.

3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

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

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

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

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

18. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less

broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

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

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this

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

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

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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

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

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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

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

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

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

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

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

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

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

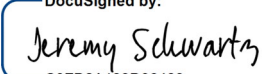
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

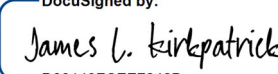
22. CANCELLATION

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

Sourcewell

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 8/4/2023 | 2:10 PM CDT

DocuSigned by:

 D88140FCEE7242B...
 By: _____
 James L. Kirkpatrick
 Title: Vice President
 Date: 8/7/2023 | 4:23 AM PDT

Approved:

061323-SII

DocuSigned by:

48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/7/2023 | 6:57 AM CDT
Date: _____

RFP 061323 - Flooring Materials, with Related Supplies and Services

Vendor Details

Company Name: Shaw Integrated and Turf Solutions, Inc.

Does your company conduct business under any other name? If yes, please state: Shaw Integrated Solutions

Address: 616 E. Walnut Ave.
Dalton, Georgia 30721

Contact: Nick Peters

Email: nick.peters@shawinc.com

Phone: 202-315-8162

HST#: 874486016

Submission Details

Created On: Thursday May 11, 2023 09:00:03

Submitted On: Tuesday June 13, 2023 08:17:35

Submitted By: Nick Peters

Email: nick.peters@shawinc.com

Transaction #: fce40d84-f674-46db-b1b3-92744fe5d2fc

Submitter's IP Address: 136.226.3.98

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Shaw Integrated and Turf Solutions, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not applicable	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Not applicable	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	4BU82	*
5	Proposer Physical Address:	616 E Walnut Ave. Dalton, GA 30721	*
6	Proposer website address (or addresses):	www.shawcontract.com www.patcraft.com www.philadelphiacommercial.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	James L. Kirkpatrick Vice President jim.kirkpatrick@shawinc.com 706-532-2913	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Nick Peters VP of Healthcare and Public Sector Global Accounts Nick.peters@shawinc.com 202-315-8162	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Lindsay Waters Government & Education Business Solutionist - Shaw Integrated Solutions lindsay.waters@shawinc.com 770-276-7504	

Table 2A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response	
10	Provide a detailed description of the products, and services that you are offering in your proposal.	We offer a variety of products to you including: - Carpet tile - Broadloom - LVT - Resilient sheet - Engineered hardwood - Ceramic tile - Porcelain tile - Flooring hybrids - Rugs - Walk-off mats - Accessories and Adhesives Additionally, we provide you with seamless turnkey services through our project management division, Shaw Integrated Solutions (SIS). They have managed more than 150,000 projects since the division's inception in 2001. Through this group, you will be assigned a single point of contact who will manage your orders, shipments, inventory and reporting.	*
11	What levels of service (material only, turnkey, other) are being proposed?	We will provide you with material and turnkey labor services through our project management division, Shaw Integrated Solutions.	*
12	Does the response include installation services?	Yes.	*
13	If the answer to Line #12 above is Yes, describe in detail the following elements (Lines #14-16) of installation services.	Please see below responses.	
14	How does the Participating Entity select an installer?	We partner with an installer based on their level of service and performance quality. Shaw has a diverse portfolio of installation providers from various socio-economic statuses. In order to continuously support new business and meet the needs of our customers, we frequently add new installation partners to our portfolio. Shaw's installation providers are required to have the following: • Active insurance policy with minimum coverage requirements • Warranty on labor • Jobsite code of conduct • E-verification of employees	
15	How does Proposer ensure installers are trained, experienced, and fully licensed within jurisdictions where work is performed?	Shaw's installation services are managed by Shaw Integrated Solutions (SIS). SIS works with more than 500 installation providers across the country. SIS makes every effort to partner with installation providers that have established relationships with the end user. Prior to utilizing the installation provider, they are thoroughly vetted by SIS. Each installation provider must certify their strict compliance with Shaw's installation instructions and Carpet & Rug Institute (CRI) guidelines. The CRI guidelines are the industry's gold standard for commercial carpet installation. Each installation provider is required to have a minimum of five years of experience in commercial carpet installation. They are also required to obtain any government licenses, permits, certificates and approvals necessary for the performance of this contract. All installation providers are required to maintain current insurance coverage, comply with E-Verify requirements & must provide SIS with current contractor license numbers and expiration dates (as applicable) on each proposal submitted to SIS for service under the contract.	*
16	Does Proposer have a standard installation agreement it will require Participating Entities to use? If so, please upload a copy with response.	We aim to make purchasing and project completion easy for your members. We can service Sourcewell members without needing additional paperwork by utilizing our SIS division. SIS will internally manage the completion of proper documents for our installation partners and authorized sellers. Examples of these forms are attached.	*

Table 2B: Depth and Breadth of Offered Equipment Products and Services

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

Line Item	Category or Type	Offered *	Comments
17	Resilient	☒ Yes ☐ No	
18	Ceramic	☒ Yes ☐ No	Shaw's ceramic flooring offering will be available in 2024.
19	Porcelain Tile	☒ Yes ☐ No	Shaw's porcelain flooring offering will be available in 2024.
20	Wood	☒ Yes ☐ No	We offer engineered wood.
21	Hardwood	☐ Yes ☒ No	
22	Laminate	☐ Yes ☒ No	We offer commercial grade resilient LVT
23	Rubber	☐ Yes ☒ No	
24	Vinyl	☒ Yes ☐ No	We offer commercial grade resilient LVT.
25	Broadloom	☒ Yes ☐ No	
26	Carpet Tile	☒ Yes ☐ No	
27	Epoxy	☐ Yes ☒ No	
28	Flooring hybrids	☒ Yes ☐ No	
29	Floor mats	☒ Yes ☐ No	
30	Rugs	☒ Yes ☐ No	
31	Supplies related to the removal, installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ No	
32	Services related to the removal (including take back and recycling), installation, maintenance, restoration, and cleaning of flooring materials complementary to the offering above (Lines #17 - 30)	☒ Yes ☐ No	

Table 3: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
33	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 4: Pricing and Delivery

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

Line Item	Question	Response *
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34	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We value the buying power of Sourcewell and that value is reflected in the pricelist we created. It includes line-item discounts generated to be competitive while delivering the best value to the member. To simplify our extensive offering, we have created a special price list that is easy for you and your members to understand that includes columns for the list price, the discount, and the member price. Additionally, we have included the product name and style number but not a specific SKU; a SKU would be specific to the selected color, and there is no price change based on color.	*
35	If Proposer is including installation services within its proposal, please describe how installation services will be priced, including applicable labor rates that may apply. How will Proposer address any prevailing wage requirements of Participating Entities?	Shaw works with more than 500 flooring installation providers nationwide to provide turnkey services for our customers. We communicate with our installation providers on a regular basis to ensure that we are providing our customers with labor rates which are both competitive in the local market and sustainable for our installation providers. We have divided the country into 5 distinct regions to provide competitive, local labor rates for all of the customers within any given region. Our labor rates are based on the unit of measure for each individual service required for a job. We work with our installation providers to ensure that the unit-based pricing meets any hourly prevailing wage requirements. In the event where prevailing wage requirements exceed the maximum labor rates on the contract, we have a supplemental benefits line to compensate the installation providers any difference to meet their prevailing wage requirements.	
36	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Your proposed products are priced with a percentage discount from list price. The percentage discount range is 17.73-39.41%	*
37	Describe any quantity or volume discounts or rebate programs that you offer.	Our pricing contains a 17.73-39.41% discount range. Additionally, volume discounts may be considered case by case.	*
38	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	At Shaw, we strive to meet our client's ever-changing demands. Sometimes this means we must find innovative solutions, products, and services to complete a project. If Shaw or SIS does not have a viable solution, we will work diligently with our service partner to source one. In this case, we would offer a cost-plus model to stay within fair market value.	*
39	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The proposed pricing is not inclusive of use tax which is imposed upon the contractor for turnkey installation as this can vary depending on the project location. For these projects, Shaw will seek reimbursement of the use tax paid from the Participating Entity. Additionally, Accessorial Fees are required additional freight charges that can be applied for any of the following reasons: ● Residential Delivery - \$300.00 + Standard Freight Charges ● Job Site Fees - \$75.00 + Standard Freight Charges ● Liftgate - \$75.00 + Standard Freight Charges ● Pallet Jack - \$75.00 + Standard Freight Charges ● Redelivery - \$75.00 + Standard Freight Charges ● Storage Fees - \$10.00 per piece/roll/tube/pallet per week after 2 weeks (10 business days) in warehouse. Job Site Fees A job site fee will be charged for any non-standard delivery. These charges will be applied as follows: \$75.00 will be charged for the initial delivery. Additional fees of \$55.00 per hour could apply if the delivery is delayed and will be left to the discretion of the regional distribution center management. ● Examples: New construction, apartment complexes, hotels, restaurants, etc.	*
40	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	The cost of freight is not included in the provided material prices. Freight is calculated per unit of measure based on the following parameters: • Truckload or Less-than-a-Truckload per shipment • Location (zip code) • Delivery dates • Base rate with fuel surcharge or fixed fee • If fixed fee, length of time rates is to be held	*

41	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier, which has terminals in all major cities in Canada.	*
42	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If an area is determined to not be accessible with a Shaw truck, the Shaw RDC can set up a "hot shot" carrier which is a smaller box truck for an additional cost to the customer. Expedited deliveries can be arranged for additional charges.	*

Table 5: Payment Terms and Financing Options

Line Item	Question	Response *	
43	Describe your payment terms and accepted payment methods.	Our payment terms are Net 30. We accept the following payment methods: • Check • Credit card • Wire transfer	*
44	Describe any leasing or financing options available for use by educational or governmental entities.	We do not have any leasing or financing options available.	*
45	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	For each project, Shaw will provide the customer with a formal proposal/quote outlining all of the project details and pricing. Each proposal contains terms & conditions of sale that are necessary for a successful turnkey project. Any additional transaction documents required by the customer will be managed on a project-by-project basis. We have included an example project proposal with our submission.	*
46	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, Shaw does take P-Cards as a form of payment. There is a 2.5% processing fee required unless otherwise determined by state law.	*

Table 6: Audit and Administrative Fee

Line Item	Question	Response *	
47	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Before installation partners are able to sell to a Sourcewell member, Shaw requires them to sign a dealer participation agreement agreeing to abide by the terms of the Sourcewell contract. Each authorized installation partner is required to place their orders through Shaw Integrated Solutions (SIS) to ensure contract compliance and the correct pricing is used. This process also ensures that the orders are properly coded for reporting and the accrual of the required administrative fee is included.	*
48	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will track the following metrics to measure whether we are having success with the contract: • On time in full metrics • Contract compliance • Quality of installation • Accurate reporting of sales • Accurate rebate payment • Success of promoting contract to increase contract use • Customer satisfaction survey • Sustainability metrics (landfill diversion, reclamation)	*
49	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The proposed administrative fee is 2%.	*

Table 7: Company Information and Financial Strength

Line Item	Question	Response *	
50	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company, a small business that tufted scatter rugs. In 1967, Shaw developed a holding company to purchase Philadelphia Carpet Company, established in 1846. Within a year, Shaw included Star Finishing in the portfolio, marking the company's first move into carpet manufacturing. By 1971, the holding company had gone public as Shaw Industries, Inc. Shaw began a new chapter in its history in 2001. It became a wholly owned subsidiary of Berkshire Hathaway, Inc. Today, Shaw has more than 20,000 associates worldwide, bound by a shared vision to create a better future for our people and our customers. Our mission, "Great People. Great Products. Great Service. Always.", has driven us to dive deeper to create top flooring solutions that will serve our customer's needs. Combining deep market knowledge with new ways of thinking, we drive innovation into our business and set the standard for next-generation manufacturing. Shaw supplies carpet, resilient, hardwood, laminate, tile and stone flooring products, and synthetic turf to residential and commercial markets worldwide. Shaw's headquartered in Dalton, Ga., with offices throughout the U.S., Australia, Belgium, Brazil, Canada, Chile, China, India, Mexico, Singapore, United Arab Emirates, and the United Kingdom. These communities are home to our salesforce and brand showrooms. Voted Forbes' 2023 Best Employer for Diversity, Shaw is proud to foster an inclusive work environment that empowers our associates to create a better future for our people, customers, and communities.	*
51	What are your company's expectations in the event of an award?	We hope to be Sourcewell's first, best choice for all future flooring projects. Our vast network of more than 400 Account Managers will stay in communication with you to keep you updated on any new flooring products, solutions and trends that would benefit your flooring program.	*
52	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a financially secure, wholly owned Berkshire Hathaway subsidiary with \$7 billion in annual revenues and more than 56 years of experience. We have attached Berkshire Hathaway's annual report with our response. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you.	*
53	What is your US market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across the US. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Shaw will be more than happy to provide our market share with a fully executed NDA.	*
54	What is your Canadian market share for the solutions that you are proposing?	For more than 20 years, Shaw and Sourcewell have had a successful partnership providing flooring solutions across Canada. As the largest carpet manufacturer in the world and your largest flooring partner, we are positioned perfectly to provide products and services to your members. Due to being a privately held subsidiary of Berkshire Hathaway, we are unable to share our Canadian market share. However, Shaw will be more than happy to provide our market share with a fully executed NDA.	*
55	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
56	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is a flooring manufacturer and flooring installation service provider. We employ hundreds of full-time associates throughout North America who can provide you with on-site assistance, product consultation and any updates about flooring solutions we can provide you with. We also provide installation and project management services through our Shaw Integrated Solutions (SIS) team. They utilize our nationwide network of thousands of dealer partners to provide quality installation services. Our depth of service after the sale includes: • More than 400 Account Managers for local support in your member's regions • Customer service phone support • Technical service phone support • On-site technical service and training • On-site maintenance training • Online maintenance and installation guidelines • Online video training guidelines • Industry leading warranties	*
57	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Not applicable.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
58	Describe any relevant industry awards or recognition that your company has received in the past five years.	Please see below for a list of rewards from the last five years: 2023: - America's Greatest Workplaces for Diversity - Best Employer for Diversity - Dealer's Choice - Silver Edison Award - Supplier Best Product Award - Trailblazer Award 2022: - Trailblazer Award - Award of Excellence - Best Employer for Diversity - Dealer's Choice - Great Place to Work® Canada - GreenStep Award - International Winner - GreenStep Award - People Winner - GreenStep Award - Pinnacle Honoree (Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0.) - GreenStep Award - Product Honoree (Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles) - Innovation by Design Award - ReCo - Carpet (Shaw voted #1 in 7 out of 8 categories including service, quality and consumer preference.) - ReCo - Hardwood (Shaw voted #1 in all categories including service, quality and consumer preference.) - ReCo - LVT/ Rigid Core (COREtec voted #1 in 6 of 8 categories including quality, service and consumer preference. Shaw Floors voted #1 in price and product availability.) - Shipper of Choice - St. Jude Organizational Support Award 2021: 50 Best Companies to Sell For - A+ Product Finalist, Sustainable Design - A+ Product Winner, Commercial & Residential Carpet - A+ Product Winner, Healthcare - Award of Excellence (Carpet, LVT, Hardwood, WPC/Rigid Core, Hybrid) - Best of NeoCon Gold, modular carpet category - Best of NeoCon Silver, broadloom carpet category - Best of NeoCon Silver, modular carpet category - Best of NeoCon, innovation category - Best of NeoCon, sustainability category - Business Leader Award - Shaw Contract - Dealer's Choice - GreenStep Award - International Winner (tie) - GreenStep Award - People Honoree - GreenStep Award - Pinnacle Winner - GreenStep Award - Practice/Process Winner - ReCo - Carpet, Hardwood, LVT/Rigid Core 2020: 50 Best Companies to Sell For - #16 - America's Best Employers for Diversity 2020 - #454 - Award of Excellence (Shaw brands voted best overall in carpet, hardwood and luxury vinyl tile) - GreenStep Environmental Awards Program - Top 250 Design Survey - Second Place - Top 250 Design Survey - Service: Shaw Contract 3rd Quality: Shaw Contract 1st Design: Shaw Contract 1st Performance: Shaw Contract 3rd Value: Shaw Contract 4th - Top 250 Design Survey - Shaw Contract 1st in Service, Quality, Design, Performance, and Value - Top 250 Design Survey -Carpet: Shaw Contract 1st Ceramic Flooring: Shaw Contract 4th Resilient Flooring: Shaw Contract 2nd - WELL Platinum

		2019: • 50 Best Companies to Sell For • America's Best Employers for Diversity • GreenStep Award - People Winner • GreenStep Award - Pinnacle Winner (tie) • GreenStep Award - Practice/Process Winner • Innovative Vendor Partner of the Year • IIDA/HD Product Design Competition – Best Carpet/Rugs – Community • Contract's Best of NeoCon Award – Silver, Modular Flooring – Suited • Mixology Award – Product of the Year, Flooring – Inside Shapes • IIDA GlobalShop Product Design Competition – Best Flooring – Natural Choreography	
59	What percentage of your sales are to the governmental sector in the past three years?	2020: 7% 2021: 6% 2022: 6%	*
60	What percentage of your sales are to the education sector in the past three years?	2020: 14% 2021: 14% 2022: 13%	*
61	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We currently have the following state contracts with the below ranges of sales volumes: • Kentucky: \$700,000 - \$800,000 per year • Massachusetts: \$30,000 - \$40,000 per year • Pennsylvania: \$800,000 - \$900,000 per year • Alaska: \$500,000 - 600,000 per year • Connecticut: \$125,000 - \$150,000 per year • Florida: \$8,500,000 - 9,000,000 per year • Iowa: \$50,000 - \$60,000 per year • Louisiana: \$40,000 - \$50,000 per year • Michigan: \$3,500,000 - \$4,000,000 per year • Missouri: \$200,000 - \$250,000 • New Jersey: \$950,000 - \$1,000,000 per year • New York: \$750,000 - \$1,000,000 per year • North Carolina: \$3,300,000 - \$3,500,000 per year • Ohio: \$5,000,000 - \$5,100,000 per year • Oregon: \$4,200,000 - \$4,500,000 per year • Tennessee: \$650,000 - \$700,000 per year • Utah: \$2,700,000 - \$3,000,000 per year • Washington: \$35,000 - \$40,000 per year	*
62	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	We are currently on contract with Sourcewell, as well as the following entities: • Keystone Purchasing Network - KPN • Massachusetts Higher Education Consortium -MHEC • Panhandle Area Educational Consortium - PAEC • Purchasing Association of Cooperative Entities - PACE • Purchasing Cooperative of America - PCA • CMAS • OMNIA • Texas Buyboard • IPHEC The above entities do not publish sales figures and have entrusted us to maintain their confidentiality. We are committed to maintain the integrity of all our confidentiality agreements with these entities and are unable to share this information without an executed NDA.	*

Table 9: Top Five Government or Education Customers

Line Item 63. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Sourcwell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	This varies per order	2022: \$22,163,764.95 2021: \$21,067,551.36 2020: \$18,153,195.83	*
State of Florida	Government	Florida - FL	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
State of Georgia	Government	Georgia - GA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*
University of California	Education	California - CA	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential	*

Table 10: References/Testimonials

Line Item 64. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
County of Riverside	Jamie Garcia	951-204-9876	*
GP Land Corporation	Josh Reinhard	585-637-2828	*
State of Florida	Joseph Thomas	850-488-8367	*

Table 11: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
65	Sales force.	Shaw Industries has been named in Selling Power magazine's 50 Best Companies to Sell For in 2022, marking the 19th consecutive year. We are proud to have been ranked No. 10 and are the only flooring company recognized in the top 20. Our salesforce includes more than 400 account managers throughout North America and Canada, led by Regional and Divisional Vice Presidents and supported by our National and Global Account Specialists. Most of our account managers have been with Shaw since the conception of our commercial brands with over 20 years of commercial flooring expertise, and our new sales associates are provided robust training throughout their careers. For 19 consecutive years, Shaw has received Training magazine's Training APEX Awards (formerly known as Training 100)! Our field hire and new hire training ensures your clients receive the highest service level. While our team is highly trained and knowledgeable, we also offer additional resources in technical support, product maintenance, digital tools, marketing materials, warranty services, and sustainability innovation. With the client experience as a top priority, our sales force is positioned in all local markets to support members of all sizes.	*
66	Service force.	Shaw is offering fully turnkey service and project management. A Shaw associate will handle all aspects of the project from ensuring product availability to coordinating service providers for installation. The Shaw project manager will be the single point of contact on every project. In order to accommodate installation, Shaw will hire vetted installation providers to complete the project.	*

67	Dealer network or other distribution methods.	Shaw has more than 500 installation partners located throughout North America. If turnkey service is requested, we will select the dealer based on their ability to provide all of the necessary services for the specific project. With more than 20,000 dealer partners, we are able to pick the best dealer for your members' projects. Additionally, Shaw owns and operates the largest private trucking fleet in the flooring industry comprised of 800 trucks and 3,000 trailers. We also have distribution centers located across North America allowing us to stock material in closer proximity to your member's project locations.
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68	Describe in the detail the ordering process, including the respective roles of distributors, dealers, or others (including sub-contractors) in providing solutions to Participating Entities. This may include a step by step process identifying who is responsible for meeting the needs of the Participating Entity at each stage of delivery.	When you select Shaw and the project management services we are proposing, you receive a streamlined order process. Working with you, we will develop standards to ensure branding consistency. You receive a dedicated single point of contact (SPOC) who will manage all of your orders and shipments who is an expert on your account. We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows: Material Only Orders • Customer emails SIS with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. • SPOC will create a proposal to send to the customer for review. If the proposal is accepted, the customer will now issue a formal purchase order back to their SPOC. • SPOC will process the order and email the customer with an order confirmation and live order tracking link. Material is shipped to customer. • Customer is invoiced and pays Shaw Integrated Solutions (SIS) per the instructions on the invoice. Turnkey Orders • Customer emails SPOC with order request listing customer information, bill to address, job name, product name and style number, adhesive and requested quantities. The installation vendor can send this as well if they are working directly with the customer. • Installation vendor provides labor quote. • SPOC creates a turnkey proposal and sends to the customer. If the customer accepts the proposal, the customer will issue a formal purchase order and send it back to the SPOC. • SPOC processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. • Material is shipped out to the installation vendor or customer. • SPOC sends installation vendor the work order and work release forms. • Once job is complete, the signed work order and customer work release are sent to SIS. • SIS pays the installation vendor. • SPOC sends the customer their invoice and customer pays invoice per instructions on the invoice. Dealer Material Only Orders • The dealer sends the customer proposal for material and labor services (if needed). • The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell). Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide.) • Dealer PO must have the following information: - Sourcewell Member number and member name - Shaw Industries Contract # • SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. • Dealer is invoiced for Shaw material. We have six SIS points of contacts for different regions: - Chad Cloer - Central Email: chad.cloer@shawinc.com Phone: 706-532-7411 - Rosio (Rosie) Hernandez - Southeast Email: rosio.hernandez@shawinc.com Phone: 770-276-7511 - Crystal Zachery - New York & Florida Email: crystal.zachery@shawinc.com Phone: 706-276-7509 - Sarah Pickett - Western Canada Email: sarah.pickett@shawinc.com Phone: 706-532-7481 - Shelli Warren - California Email: shelli.warren@shawinc.com Phone: 706-428-3293 - Sean Carter - Northeast Email: rahsean.carter@shawinc.com Phone: 706-532-7568
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69	Please describe the relationship between Proposer any distributors, dealers, or others (including sub-contractors).	Shaw has long-term relationships, some spanning more than 25 years, with more than 500 dealers and subcontractors across North America. We work closely with them, so we are able to select which dealer or subcontractor is best to choose for your members installation projects.	
70	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Shaw's responsibility to provide our clients with excellent product is only matched by our dedication to provide outstanding service. Our customer service mission is to be a world-class customer service organization driven to exceed customer expectations. From the pre-order process through installation and aftermarket service, Shaw representatives are available to assist every step of the way. Customer Service Hours and Access Each client has access to Shaw's customer service team by phone, Monday through Friday, between the hours of 8:00 am and 8:00 pm Eastern Time, as well as via Shaw Online – an internet portal from which account information can be accessed and orders placed and tracked. Shaw Online is available 24 hours a day, 7 days a week. Additionally, we assign a dedicated contract team that will work closely with Sourcewell to ensure contract compliance, accurate reporting, and updated product lists to ensure your members have access to all Shaw's flooring products and installation services.	*
71	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We currently provide products and services to your members in the United States.	*
72	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the United States, with the exception of installation services.	*
73	Does Proposer intend to serve nonprofit agencies if awarded a contract?	Yes.	
74	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We will serve all areas in the United States or Canada through the proposed contract.	*
75	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.	*
76	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Contract requirements for Hawaii, Alaska and US Territories are the same as the contiguous United States. However, full turnkey services are unavailable for these areas.	*

Table 12: Marketing Plan

Line Item	Question	Response *
77	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our commercial division is comprised of three brands - Patcraft, Philadelphia Commercial and Shaw Contract. The brands will develop and implement our proposed Sourcewell strategy in their respective markets. As part of our strategy, we will provide tools and resources for our sales team to drive contract growth. To execute, each brand will leverage a variety of marketing vehicles including: • Email marketing • Internet advertising • Print advertising • Marketing collateral • Social media • Public relations • Trade show exhibitions and in market events • Personal sales calls and presentations • CEUs • Visualization support Additionally, we will conduct regular training for Sourcewell contractors, installers, and/or dealers to expand installation support for contract customers. The training will also include the benefits of working with Sourcewell members and ensuring contract compliance.
78	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our digital brand channels for your marketing plan. This will include social media platforms, email blasts and brand websites. We track metadata for our media marketing outlets to determine the most effective content, ensuring we are using the best channels for your contract marketing. See attached marketing plan for more detailed information.
79	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We ask that Sourcewell continue our proven partnership by providing access to Sourcewell members, information about potential members, email lists, usage reports, access to leads and cross-promotion of websites. In addition, host collaborative trainings for our internal sales teams and external dealer partners to increase contract knowledge. Sourcewell is integrated into our onboarding and continuing education of our sales force. The contract, training resources and marketing materials are available on our internal websites for ease of access. Brand specific marketing support is available via our Directors and Marketing Managers.
80	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Table 13: Value-Added Attributes

Line Item	Question	Response *
81	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	When you order product from Shaw, you receive exceptional service and benefits. We provide your members with free maintenance and installation training upon request. Our team of technical experts is available to provide on-site installation and maintenance training if your members request it. We also have hundreds of free video tutorials on YouTube that are available for members and installers alike. Additionally, we provide detailed written guidelines that can be downloaded directly from our websites. These available services benefit your members by allowing them easy access to resources that help them with any installation or service question they may have.

82	Describe any technological advances that your proposed products or services offer.	Shaw is a partner who will bring innovation to your member's flooring program. We provide a continuous stream of game-changing products and services such as: Products ReWorx - Hybrid Flooring Platform Designed with the end in mind. ReWorx, a new, innovative flooring made from post-consumer PET bottles, is the first collection to launch on the flooring platform. This hybrid flooring solution combines the durability of a hard surface with the comfort of a soft surface. A total PET product that can be reused and recycled back into itself, ReWorx merges innovation in product performance, materiality and circularity. PVC Free Flooring Options We positively impacted the planet with our EcoWorx Tile, which was the first safe alternative to PVC carpet tile in the industry and we have not stopped moving forward. Our bio-based resilient tile and sheet represent a new and innovative flooring platform. Composed of bio-based polyurethane material, these products are easy to install and have seamless transitions. With no PVC, ortho-phthalate plasticizers or solvents, these products are Cradle to Cradle Certified® Silver. They achieve the highest Martindale rating to scratch resistance. Ecosolution Q100 A high-performance solution-dyed nylon fiber, Ecosolution Q100™ is made with 100% recycled content allocated from waste minimization and collection efforts. This Nylon 6 fiber is engineered to reduce the visibility of dirt and soil while retaining color and appearance. With more than 200 color options, this fiber offers expansive visual options that deliver durability and ease of maintenance. Dry Adhesive LokDots is a pressure-sensitive adhesive for the installation of EcoWorx carpet tile. This odorless system provides an alternative to wet adhesive, virtually eliminating the issue of Volatile Organic Compounds (VOCs), and providing ease and versatility of installation. Solutions Moisture Management Systems We help your members mitigate risks through a portfolio of moisture solutions. Our products solve moisture issues in your concrete slabs and provide assurance that your flooring will not be damaged in incidents involving moisture. We are the only manufacturer to warrant from the subfloor to the finished product, making us an ideal single source for your flooring solutions. Our comprehensive portfolio allows us to work with you to address your member's specific needs from basic to extreme conditions. Our moisture treatment solutions are backed with a 10-Year Commercial Limited Warranty. Sound Advisor We are excited to be able to assist your members achieve quieter offices and facilities. We completed hundreds of sound tests to develop Sound Advisor, which allows you to hear how flooring will sound in your spaces. As sound experts, we help you determine the effect flooring has on sound in your facilities and select the best flooring option to reach your desired IIC rating. Visualization Services From installation methods to visualizing color schemes in a floor plan, to understanding the amount of flooring material needed for an installation, Shaw's Visualization Services team is available to create complementary rendering files based on floor plans, design inspirations or sketches you provide. 2D renderings can be created to show how Shaw's products will look in your space (either a specific zone or the entire floor plate). Product placement is tailored to your plans and spaces to highlight focal points and create way finding.
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83	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	We know that people are conscious about making smart choices and having a positive impact on the planet. For more than two decades, we have been committed to sustainable practices through our commitment to Cradle to Cradle principles. We track and measure our significant environmental impacts, which include water stewardship, material health, product circularity, renewable energy and carbon management, as well as social fairness. • Material Health: The Cradle to Cradle Certified® Products Program ensures our products are made from ingredients the standard deems safe and healthy. • Product Circularity: Our re[TURN]® Reclamation Program allows your members to return your EcoWorx, ReWorx and Shaw-made resilient flooring at the end of its useful life to divert from the landfill and provide us with the means to continue the cycle of creating new products out of old. • Renewable Energy & Carbon Management: Shaw's commercial carpet manufacturing operations worldwide are carbon neutral and we offer carbon neutral product collections. • Social Fairness: We support fair labor and human rights principles. No matter where or by whom a product or ingredient is made, operations are held to the same high standards. Annually, we report our progress on these initiatives in our Sustainability Report. You may view these reports at: https://shawinc.com/Newsroom#Sustainability-Reports
84	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others (e.g., Low VOC emissions, minimal acoustical impact, allergen repellent materials, light reflectant).	At Shaw, we are keenly focused on the material health of our products and adopted the Cradle to Cradle® design philosophy more than 20 years ago and today almost 90% of the products Shaw makes are Cradle to Cradle Certified®. We have the most Cradle to Cradle Certified® product platforms of anyone in the flooring industry. We aim to know as much as possible about our products and their ingredients. The Cradle to Cradle Certified® Products Program helps us ensure that every ingredient in our products are assessed down to 100 ppm, or 99.99% of the ingredient's composition by a 3rd party toxicologist that not only assesses what is in the materials but also the risk of those ingredients to both people and the environment to 24 different end points. While we have not conducted product testing specific to Polychlorinated biphenyls (PCBs), we are confident that our products are PCB-free down to 100ppm based on assessment of our raw materials and we do not expect any PCBs below the 100 ppm threshold. We understand that sound affects how we feel, work, sleep and learn. At Shaw, we extensively researched, tested and patented the award-winning acoustics tool — Sound Advisor®. This tool is not limited to any one product category and provides you with data and a sound file that lets you actually hear the difference between all of your flooring options. By bringing science-based decision making to building design, room design and product selection, Shaw empowers Sourcewell and its member entities to make the right choice for your needs.
85	Identify any third-party issued eco-labels, ratings, ESG scores or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation (such as: FloorScore, Formaldehyde Emission Standards, FSC Certified, EPDs, HPDs, LEED, WELL Building Standard), life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Our awards, our partnerships, our vast Cradle to Cradle Certified® product offering and our sustainability certifications speak to Shaw's excellent environmental performance and we are humbled to be part of a larger movement leading the way in this arena. The following serve as examples of third-party verification of our performance: Product Certifications: • Cradle to Cradle Certified® • NSF 140 • CRI Green Label Plus • FloorScore Certified® • Declare • Health Product Declaration • Environmental Product Declaration Awards and Recognition: In 2022, Shaw was recognized at Floor Covering Weekly's annual GreenStep awards, which recognize the flooring industry's contributions to sustainability. We earned the following awards: • International Winner - Recognized for the introduction of ComfortWorx™ carpet tile which utilizes 90% post-consumer PET plastic bottles and is manufactured at Shaw's Scotland manufacturing facility (Plant SQ). • People winner - Recognized for Shaw's commitment to fostering an inclusive and diverse culture as supported by seven Associate Resource Groups, including the most recent addition of Mosaic. • Pinnacle Honoree - Recognized for Shaw's Shaw's EcoWorx® carpet tile which was the first product in the built environment to be certified to the most rigorous Cradle to Cradle Product Standard to date, version 4.0. • Product Honoree - Recognized for Introducing a new product innovation, ReWorx™, made of 100% PET, including 30% post-consumer plastic bottles. • Promotion Honoree - Recognized for promotion of events that bring together professionals from all aspects of the built environment to learn and share.

86	Please identify whether Proposer is a minority, women, veteran owned business enterprise, a small business entity, or a labor surplus area firm. If so, please provide all certification forms. Additionally, please describe how Proposer may partner with these entities in performance of this contract.	As a privately-held subsidiary of Berkshire Hathaway, Inc., we do not qualify as a minority enterprise. However, we do strive for diversity and inclusion within our supplier base. We believe partnering with diverse suppliers is a strategic advantage that will drive innovation into our business, open new markets for growth and allow us to continue to meet our customers' expectations. Shaw provides equal access to purchasing opportunities to all qualified suppliers by promoting supplier participation reflective of Shaw's diverse customer base and business communities. Our target is 25% to 30% of Shaw's allowable spend (domestic spend in categories in which we have diverse suppliers from which to choose). We have a Supplier Diversity manager, who along with our Global Sourcing team, tracks our diverse spend. We report our performance on a quarterly basis and each year, deliver a plan outlining our upcoming goals and efforts.	*
87	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of our biggest strengths and differentiators is to be able to provide you and your members with exceptional, consistent service. Our customer satisfaction and on-time-in-full (OTIF) metrics are among the most favorable in the industry. We propose a Shaw support team for Sourcewell members centered on a single point of contact who will handle all of your quotes, orders, requests and purchases around North America. This level of individualized service provides you with single-source accountability and allows us to quickly deliver product and service to all of your locations. We provide this through our Shaw Integrated Solutions (SIS) turnkey and project management division. We can also handle your flooring projects from start to finish in the U.S. with full turnkey service by helping your members select the perfect installer from our network of professional service providers. We vet these installation providers and have long-term relationships with many of them, ensuring seamless service. We can provide you with MWBE and other diverse installation partners to support your diversity goals in many markets. We own and/or control the majority of our supply chain, manufacturing, distribution, customer experience and recycling processes. As the most vertically integrated carpet manufacturer, we provide you with consistency through a single high-quality standard and competitive pricing regardless of our manufacturing location. We provide a full line of flooring products and services for all of Sourcewell's participating entities needs, including carpet tile, resilient tile and sheet, engineered hardwood, ceramic and porcelain, and adhesives and accessories. Additionally, Shaw offers specialized design services that are tailored to meet your member's needs. We provide tiered services and one-on-one resources to help Sourcewell members design their spaces and transform the way they work. Options of these services include: • Project design collaboration - 3D visualizer tools • Visualization Services - 2D/3D renderings, estimating and budgeting • Custom design - Create one-of-a kind flooring products • Product palettes • Digital/physical presentation packages • Space design consultation • Floor plan ideas	*

Table 14A: Warranty

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

Line Item	Question	Response *
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88	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties for each of your proposed products. The specific coverage will vary based on product type. For your carpet tile products, Shaw provides a Lifetime Commercial Limited Warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Acid-based stains (the most common) Delamination (separation of fiber and backing) Static (prevents static build up) Tuft bind (yarn will not pull out or zipper) Dimensional stability (carpet tile will remain square) Colorfastness to light and atmospheric contaminants (will not fade) Edge ravel For your broadloom products, we provide a non-prorated warranty covering: Abrasive wear (will lose no more than 10% fiber over a lifetime) Static (prevents static build up) Stain Colorfastness to light and atmospheric contaminants (will not fade) Tuftbind/Zippering Delamination For your proposed resilient products, Shaw provides a non-prorated warranty covering: Manufacturing defects Wear (normal foot traffic will not wear through the pattern layer of the product) In addition to applicable product warranties, we provide a two-year warranty for all installation services under the Sourcewell contract. We have included an attachment with our product warranties for each of our commercial brands with our submission.	*
89	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	To maintain warranty coverage, we ask that the product is installed and maintained in accordance with our written installation and maintenance guidelines. These instructions are available on our websites, through the dealer and through our customer service department.	*
90	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
91	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	If a validated quality issue covered by the warranty occurs, we will reimburse for labor accordingly. However, we do not provide labor for replacement of material that is covered by the product warranty in any geographic region. The labor must be approved by our financial services commercial claims department. Below is the process for warranty service: You, the original purchaser, will contact your authorized dealer or Company sales representative for claim service. Please provide a valid proof of purchase and a detailed description of the issue, along with photographs showing the concern. Samples should be submitted for review/testing when available. The dealer or Company sales representative will file a claim via www.ShawNow.com and submit the information you provided. A Company claims representative will thoroughly evaluate your claim. If you have questions, you can contact Shaw Industries Financial Services, PO Box 2128, Dalton, GA 30722, 1-800-257-7429.	*
92	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for the products we sell.	*
93	What are your proposed exchange and return programs and policies?	We accept returns within 90 days of invoice. Running line products that are cancelled prior to shipping will not incur restocking or cancellation fees. Orders that have shipped and are cancelled en route or upon delivery will incur restocking and freight fees. Products shipped in error by Shaw or defective material will be returned at no charge to the customer. Restocking charges for refused shipments will be invoiced separately on terms of net 30 days. Restocking fees charged against paid invoices will be deducted from the credit memo issues on the return. All returns must be on a core and wrapped before being returned.	*
94	Describe any service contract options for the items included in your proposal.	We can provide turnkey services for projects through our Shaw Integrated Solutions (SIS) division, which works with a network of more than 500 installation partners across North America.	*

Table 148: Performance Standards or Guarantees

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

Line Item	Question	Response *	
95	Describe any performance standards or guarantees that apply to your services	Through our installation partners, we commit to having your projects completed on time and in budget to your exact standards. In addition to the applicable product warranties, Shaw provides a two-year warranty for all installation services provided under the contract.	*
96	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We will provide Sourcewell with customized KPI reporting that include metrics such as: • Historical details of purchase volumes • Outgoing shipments • Orders by location • Inventory levels • On-time delivery • Material recycled Metrics on our reports can be fully customized to include the information most important to you based on conversations we have with you. These reports can be made on a monthly, quarterly or annual basis depending on your preference. Additionally, we can include sustainability metrics to help you and your members achieve their sustainability goals.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Shaw Pricing - Sourcewell RFP.xlsx - Tuesday June 13, 2023 08:03:58
- [Financial Strength and Stability](#) - Berkshire Hathaway Annual Report - 2022.pdf - Friday June 09, 2023 12:16:13
- [Marketing Plan/Samples](#) - 2023 Sourcewell RFP - Marketing Plan Submission.pdf - Friday June 09, 2023 12:15:56
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Shaw Warranties.pdf - Friday June 09, 2023 12:45:59
- [Standard Transaction Document Samples](#) - Question 45. Example Sourcewell Project Proposal.PDF - Tuesday June 13, 2023 08:11:32
- [Requested Exceptions](#) - Sourcewell Exception . Modification (Shaw 6.13).xlsx - Friday June 09, 2023 12:15:40
- Upload Additional Document (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

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

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

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

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Taylor Nickerson, Proposal Writer, Shaw Integrated and Turf Solutions, Inc.

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP_061323_Flooring Fri June 2 2023 03:02 PM	☒	1
Addendum_6_RFP_061323_Flooring Tue May 30 2023 03:03 PM	☒	1
Addendum_5_RFP_061323_Flooring Tue May 23 2023 03:08 PM	☒	1
Addendum_4_RFP_061323_Flooring Thu May 18 2023 01:36 PM	☒	2
Addendum_3_RFP_061323_Flooring Wed May 17 2023 04:25 PM	☒	1
Addendum_2_RFP_061323_Flooring Tue May 16 2023 03:20 PM	☒	1
Addendum_1_RFP_061323_Flooring Tue May 9 2023 09:07 AM	☒	1

AMENDMENT #1
TO
CONTRACT # 061323-SII

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

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

Section 18. Insurance–Subsection A. Requirements– Item 5. Network Security and Privacy Liability Insurance of the Contract is deleted in its entirety.

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

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

Date: 11/29/2023 | 9:05 AM CST

Approved:

DocuSigned by:
By: Chad Coauette
48BAF71B0894454...
Chad Coauette, Executive Director/CEO

Date: 11/29/2023 | 9:07 AM CST

Shaw Integrated and Turf Solutions, Inc.

DocuSigned by:
By: James Kirkpatrick
D88140FCEE7242B...
James Kirkpatrick

Title: Vice President

Date: 11/29/2023 | 5:34 AM PST

AMENDMENT #2
TO
CONTRACT # 061323-SII

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Shaw Integrated and Turf Solutions, Inc.** (Supplier).

Sourcewell awarded a contract to Supplier to provide Flooring Materials with Related Supplies and Services, effective August 7, 2023, through August 9, 2027 (Contract).

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

The Proposal line items 36 and 37 under “Table 4: Pricing and Delivery” are deleted in their entirety and replaced with the following response:

- Line 36
Products are priced within a percentage discount range from list price:
- Adhesives, Sundries, and Accessories products at a 10% or higher discount
 - Broadloom, Tile, and Hard Surface (Resilient) products at a 15% or higher discount.

Line 37
Volume discounts may be considered on a case by case basis.

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

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 8/27/2024 | 10:28 AM CDT

Shaw Integrated and Turf Solutions, Inc.

Signed by:
By: Matthew Moore
7CFB190620F242A...
Matthew Moore

Title: Deputy General Counsel

Date: 8/26/2024 | 1:47 PM CDT

Proposal Submitted To Town of Chino Valley		Attention Accounts Payable		Phone () -		Fax () -		Date 10/21/25	
Proposal Name Dining, Herman rm, entry, closets				Job Name Senior Center - Phase 2				Job # 200106	
Street 1020 Palomino Road				Job Street 1028 W Butterfield Road				Proposal ID 227176	
City, State and Zip Chino Valley, AZ 86323		Architect Sourcewell	Date of Plans	Add #	Job City, State and Zip CHINO VALLEY, AZ 86323--000		Customer Job # None	Customer PO None	

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	Extended Price
Arrange Tile StrataWorx Multi Level Pattern Loop 24" x 24" 16 oz.	TBS/To Be Selected	35.56	SY	\$19.89	\$707.29
Welcome II EcoWorx Tile 24" x 24"	TBS/To Be Selected	5.33	SY	\$53.66	\$286.01
Terrain II 20 mil LVT 6" x 48"	TBS/To Be Selected	2,544.92	SF	\$2.81	\$7,151.24
5000 Carpet Tile 4 Gal / N5000		1.00	Each	\$111.53	\$111.53
LokDot Adhesive -1/2 Sleeve / LOK4S		1.00	Each	\$51.39	\$51.39
LokWorx+ Resilient Boxed Goods/LVT Adhesive 4 Gallon / 164CA		4.00	Each	\$197.24	\$788.94
Rubber Cove Stick Base 4.5" 1/8"	TBS/To Be Selected	4.00	Carton	\$143.89	\$575.56
Carpet Removal		27.00	SY	\$5.68	\$153.36
Carpet Disposal		27.00	SY	\$2.27	\$61.29
Carpet Tile Installation		32.00	SY	\$7.86	\$251.52
Install 4.5" base		478.00	LF	\$1.93	\$922.54
Install Transitions		37.00	LF	\$5.89	\$217.93
LVT Install		2,542.00	SF	\$3.24	\$8,236.08
LVT/VCT Demo		2,311.00	SF	\$1.88	\$4,344.68
LVT/VCT Disposal		2,311.00	SF	\$1.05	\$2,426.55
Removal/Disposal of ceramic/epoxy		137.00	SF	\$3.97	\$543.62
Removal/Disposal of cove base		478.00	LF	\$0.74	\$353.72
Open Market - Epoxy solid color with poly finish at 2 restrooms		1.00	Each	\$1,844.16	\$1,844.16
Open Market - Moisture control PE460, NC150 resurfacing at LVP areas		2,311.00	SF	\$7.72	\$17,840.91
Open Market - Grind concrete at LVP demo areas		2,311.00	SF	\$1.42	\$3,281.62
Reimbursement of taxes imposed on the contractor. The contract price does not include any contingency for such tax.		1.00	Each	\$1,063.58	\$1,063.58
Freight - Pricing Good for 30 Days		1.00	Each	\$979.36	\$979.36
Base Bid Total:					\$52,192.88

Proposal Inclusions and Exclusions:

1. Sourcewell Contract# 061323-SII
2. Local Contact: Matt Hagan Installer: Sebago Flooring
3. Material title and risk of loss passes to the purchaser at the time of material delivery to the job site.
4. Proposal does not include removal of any materials containing asbestos.

Proposal Inclusions and Exclusions:

5. Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
6. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
7. All pricing is based on work being completed during normal working hours.
8. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
9. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)..
10. Please email your Purchase Order to Shelli Warren at shelli.warren@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
11. SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCCO007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
12. Remit to Address: SHAW INTEGRATED SOLUTIONS PO Box 748552 Atlanta, GA 30384-8552

We PROPOSE to perform the work complete in accordance with the specifications and as described above for the SUM of:

Signature: Shelli Warren Shelli Warren \$52,192.88
Email: shelli.warren@shawinc.com

Conditions of Proposal:

1. This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of materials, labor, freight and fuel costs.
2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, and conditions are satisfactory and are hereby ACCEPTED.
You are authorized to do the work as specified.

Customer: Town of Chino Valley Signed: _____ Date: _____ Page 138 of 150



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6f
MEETING DATE: 12/9/2025
CONTACT PERSON: Terri Denemy, Town Manager, Maggie Holmberg, Economic Development Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Purchase Agreement with the Trust for Public Land for the Upper Sullivan Canyon property.

SUMMARY:

The Trust for Public Land and the town entered into an agreement on April 8, 2025, to apply for a Land and Water Conservation Fund (LWCF) to help fund the purchase the of the Upper Sullivan Canyon for land and cultural preservation as well as economic benefit to the town. The LWCF is funded by the Great American Outdoors Act that was passed in 2020. In submission of the application, the agreement was for outside sources to fully fund the purchase of the land and the town would take ultimate ownership. The total purchase price for the property is four hundred thousand dollars (\$400,000). Funding for the purchase comes from the following sources:

- LCWF covers half of the purchase price - \$200,000
- Yavapai County - \$150,000
- Prescott Climbers Coalition - \$50,000
- Town of Chino Valley - \$0

The grant has been approved, but it will take some time before the approval goes through the state and federal processes and funds are dispersed. There is a concern that the elongated time could cause the landowner to seek an alternative buyer and the land could be sold to a private entity. This agreement allows the Trust for Public Lands to purchase the property in advance of the grant funding dispersal. Upon funding dispersal, the land would then be transferred to the Town. This purchase agreement contains contingencies for the funding to protect the town. In the first quarter of 2026, the Trust for Public Land will purchase Upper Sullivan's Canyon from owner Duane Famas to acquire approximately 10.46 acres of real property located in Yavapai County, being tax parcel 306-40-061K.

The contingencies to protect the town are:

1. State Parks and Buyer have signed the project agreement and Buyer has received the Approval to Proceed letter; and
2. Contributions to the purchase price in the amount of \$150,000 from Yavapai County and in the amount of \$50,000 from the Prescott Climbers Coalition, said amounts to be deposited in escrow with the escrow company on or before the closing to be used for Buyer's purchase of the property.

3. Seller has provided Buyer with either a new or updated Phase I Environmental Site Assessment of the Property, and Buyer has approved the new or updated Phase I and accepted in writing the Property's environmental condition.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Upper Sullivan Canyon Purchase Agreement between the Town of Chino Valley and the Trust for Public Land.

FISCAL IMPACT?

There is minimal direct fiscal impact on the Town as the full purchase price is being provided through other agencies and the Town will only be responsible for half of any escrow or closing fees charged by the escrow company and the recording fee for the deed and title insurance if desired. Future maintenance and improvements to the area may require a financial contribution from the Town.

ATTACHMENTS:

1.	AGR - Purchase-Sale with Trust for Public Land - Upper Sullivan Canyon (003)(12.2.25)
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**PURCHASE AGREEMENT
BETWEEN
THE TRUST FOR PUBLIC LAND
AND
THE TOWN OF CHINO VALLEY**

(UPPER SULLIVAN CANYON PROPERTY)

This Purchase Agreement (“Agreement”) is dated as of the Effective Date (as defined below) by and between The Trust for Public Land, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc. (“Seller”), and the Town of Chino Valley, an Arizona municipal corporation (“Buyer”).

WHEREAS, it is the desire of Seller to sell the Property (as defined below), and it is the desire of Buyer to purchase the Property upon the conditions set forth below;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Property. Seller has a Purchase Agreement with Duane Famas (“Owner”) to acquire approximately 10.46 acres of real property located in Yavapai County, Arizona, being tax parcel 306-40-061K, as more particularly described in **Exhibit A** attached hereto, together with any and all improvements, fixtures, timber and minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, grazing rights, access rights and all of Owner’s interest in all oil, natural gas, coal, methane and other hydrocarbon rights, geothermal and hydrothermal rights, gravel rights, aggregate rights, and mineral rights appurtenant to such real property, all of which are collectively referred to as the “Property.”

2. Sale of the Property. Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to buy the Property from the Seller upon the conditions set forth below.

3. Purchase Price. The total purchase price for the Property is \$400,000 (“Purchase Price”), which total amount shall be paid to Seller in immediately available funds at the Closing (as defined below).

4. Closing and Escrow. The consummation of the purchase and sale of the Property by Seller and Buyer (the “Closing”) shall occur within fifteen business days following the date that Arizona State Parks and Trails (“State Parks”) and Buyer have entered into a project agreement for a reimbursement grant from State Parks to Buyer for \$200,000 of the Purchase Price through the Land and Water Conservation Fund (the “Project Agreement”) and Buyer has received an approval to proceed letter from State Parks for such grant (the “Approval to Proceed Letter”). If not previously completed, prior to the Closing, Buyer shall open by escrow with Empire Title Agency, 3000 West State Route 89A, Suite 200, Sedona, AZ 86326 (“Escrow Company”).

5. Payment. On or before the Closing, Buyer shall pay the Purchase Price to the Escrow Company. The Escrow Company shall release the funds to Seller at the Closing.

6. Closing Costs. Seller and Buyer shall each pay one-half of any escrow or closing fee charged by the Escrow Company. Buyer shall pay recording fees for the Deed (as defined below) as well as the costs of any title insurance that Buyer desires to obtain.

7. Form of Deed. Seller covenants to convey to Buyer good and marketable fee simple title to the Property by Special Warranty Deed (the “Deed”), subject to: (a) a lien for nondelinquent real property taxes; (b) all covenants, easements, reservations, encumbrances and encroachments, whether of record or not; and (c) any facts that a physical inspection and accurate survey of the Property may disclose.

8. Due Diligence. Seller has provided Buyer with the following materials:

8.1 Preliminary Title Report. An ALTA Commitment for Title Insurance issued by First American Title Insurance Company, Commitment No. 1988914, dated October 17, 2025 (the “Title Commitment”). Buyer has approved the Title Commitment and will take title to the Property subject to all of the exceptions set forth therein.

8.2 Survey. A Property survey, which was included as part of a survey prepared by Granite Basin Engineering, Inc., titled “Record of Survey, The Trust For Public Lands, Del Rio Ranch Purchase,” and signed March 7, 2024. Buyer has approved the Survey and will take title to the Property subject to all of the matters disclosed therein.

8.3 Appraisal. An Appraisal Report prepared by Halver Appraisal dated August 1, 2025 (the “Appraisal”), which determined a market value for the Property of \$410,000. Seller approves of selling the Property for less than the market value set forth therein.

8.4 Cultural Resources Survey. A Class III (Intensive) Cultural Resources Assessment Survey prepared by Antigua Archaeology, LLC, dated July 30, 2025 (the “Cultural Resources Survey”). Buyer has approved the Cultural Resources Survey and accepts the cultural resources condition of the Property.

9. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:

9.1 Seller has full authority to enter into this Agreement and, upon receipt of the appropriate corporate resolutions of its Board of Directors or appropriate committee thereof, to convey fee title to Buyer.

9.2 To Seller’s actual knowledge, there are no claims, actions, suits, agency proceedings, quasi-legal or administrative challenges concerning the Property or the operation of the Property, or any condition existing thereon or other proceedings including but not limited to condemnation proceedings pending, or to Seller’s actual knowledge, threatened by any governmental department or agency or any other corporation, partnership, utility, entity or person whomsoever, that in any manner or to any event may adversely affect the value of the Property or the Buyer’s right, title, use of or interest in and to the Property.

9.3 All representations and warranties made in this Agreement are true as of the date hereof and shall be true at the Closing date and shall survive the Closing.

9.4 No other person has any right or option to acquire the Property, or any portion of the Property, from Seller.

9.5 This Agreement and the documents to be executed by Seller at the Closing are, or on the date of the Closing will be, duly authorized, executed, acknowledged and delivered by Seller; are, or at the time of Closing will be, legal, valid, and binding obligations of Seller; are, and at the time of Closing will be, sufficient to convey title; and do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or, to Seller's actual knowledge, the Property, is subject.

10. Examination of Property. Seller shall permit, consistent with any limitations which may exist on Seller's authority to investigate the condition of the Property, access to the Property by Buyer and/or its agents prior to Closing, to conduct, prepare and perform any studies, surveys or reports upon the Property that Buyer deems necessary, and for the purpose of a visual inspection and/or testing to determine, to Buyer's satisfaction, if there are any hazardous materials or wastes or other pollutants on the Property in excess of the standards set forth in federal or state laws or regulations. If any possible hazardous materials or wastes or other pollutants are found, whether through visual inspection, testing or otherwise, Buyer may be required to disclose these findings to third persons under the public disclosure laws, and will disclose them to the appropriate federal and state agencies concerned with the enforcement of environmental laws and regulations.

11. AS IS, WHERE IS, WITH ALL FAULTS. As a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is not relying upon any representation, statement, assertion, or non-assertion made by Seller as to the Property's suitability for a particular purpose and that Buyer has inspected the Property and is relying upon its examination, in conjunction with the survey and title commitment for the Property. Buyer takes the Property under the express understanding that there are no express or implied warranties (except for warranties of title to be set forth in the Deed and warranties expressly set forth in this Agreement). The provisions of this section shall survive the Closing and shall not merge into the Deed.

12. Risk of Loss. If there is any loss or damage to persons or to the Property between the date of this Agreement and the Closing by any reason including, but not limited to, fire, vandalism, flood, earthquake, act of God, negligence, willfulness or recklessness, but not negligence, willfulness or recklessness of Buyer, the risk of loss shall be on Seller.

13. Possession and Title. Possession and title shall pass from Seller to Buyer at the Closing.

14. Cancellation and Default.

14.1 Either party who elects to cancel this Agreement because of any breach by the other party, and who is not itself in breach of this Agreement except for any breach occasioned

by a breach by the other party, may cancel this Agreement by delivering to the Escrow Company a notice describing the breach and stating that this Agreement shall be canceled unless the breach is cured within 10 days following the delivery of the notice to the other party. Within three days after receipt of such notice, the Escrow Company shall send it by United States mail to the party in breach, and no further notice shall be required. If the breach is not cured within 10 days following the delivery of the notice to the other party, this Agreement shall be canceled, and the breaching party shall be liable for all customary escrow cancellation charges. If this escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half of all customary escrow cancellation charges.

14.2 If Buyer fails to comply with the terms of this Agreement, Seller may either enforce specific performance or terminate this Agreement. If Seller fails to comply herewith for any reason, Buyer may terminate this Agreement, thereby releasing Seller from this Agreement. Notwithstanding the above, Buyer shall have the right to compel specific performance of this Agreement in the event that Seller acquires the Property but fails to convey it to Buyer.

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors-in-interest and assignees.

16. Notice. Except for notice of cancellation under Paragraph 19 herein, all notices, requests, demands, consents, approvals and any other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices") shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or via electronic transmission, addressed to the party or parties to receive such notice or via facsimile as follows, or to such other address as either party may, from time to time, furnish in writing to the other by notice hereunder:

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

With copy to: Gust Rosenfeld PLC
One East Washington, Suite 1600
Phoenix, AZ. 85004-2553
Attn: Andrew McGuire

If intended for Seller to: The Trust for Public Land
607 Cerrillos Road, Suite F-1
Santa Fe, NM 87505
Attn: Michael Patrick
Title: Senior Project Manager
Email: michael.patrick@tpl.org

With electronic copy to: The Trust for Public Land
Attn: Elizabeth Fee
Email: elizabeth.fee@tpl.org

Any notice so mailed shall be deemed to have been given as of the date such notice is received on the return receipt. Any notice transmitted electronically shall be deemed given when transmitted.

17. Time; Effective Date. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays, and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday. As used herein, the phrase “Effective Date” shall mean and refer to the last date on which this Agreement is executed by both Seller and Buyer, as indicated by the date entered under each signature.

18. Negotiated Agreement. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party, regardless of which party drafted this Agreement or any portion thereof.

19. Seller Contingencies. Seller’s obligations under this Agreement are contingent upon the fulfillment of all the following contingencies:

19.1 Seller acquires the Property in the first instance, in its sole discretion and determination.

19.2 Seller’s Board of Directors, or appropriate committee thereof, approves the sale of the Property to Buyer.

20. Buyer Contingencies. Buyer’s commitment to close on the purchase of the Property from Seller is contingent upon the fulfillment of all the following contingencies:

20.1 State Parks and Buyer have signed the Project Agreement.

20.2 Buyer has received the Approval to Proceed Letter.

20.3 The following sums have been deposited in escrow with the Escrow Company on or before the Closing, to be used for Buyer’s purchase of the Property: \$150,000 from Yavapai County and \$50,000 from the Prescott Climbers Coalition.

20.4 Seller has provided Buyer with either a new or updated¹ Phase I Environmental Site Assessment of the Property, and Buyer has approved the new or updated Phase I and accepted in writing the Property’s environmental condition.

¹ An update to the Phase I Environmental Site Assessment prepared by Wasatch Environmental, Inc., dated February 14, 2023.

21. Signage. After Closing, Seller shall have the right to install permanent signage at Seller's expense to refer to the role of Seller or any funders who require recognition and, if Buyer so elects, to the role of Buyer in conserving the Property, such signage to be located at a prominent location on the Property affording good public visibility. The design and location of such signage shall be subject to the approval of Buyer, which approval shall not be unreasonably withheld. Buyer shall be responsible for any maintenance or repair of the sign. This section shall survive Closing and delivery of the Deed.

22. Amendments. This Agreement can be modified only by a written amendment signed by both parties.

23. Entire Agreement. This Agreement, together with its attached exhibits, constitutes the entire agreement between the parties and supersedes any prior written or oral agreement between the parties.

24. Counterparts. This Agreement shall be executed simultaneously or in counterparts via electronic and PDF signatures, which electronic and PDF signatures shall be as binding on the undersigned as original signatures, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

25. Cancellation. Notice is hereby given that this Agreement is subject to cancellation per Ariz. Rev. Stat. § 38-511.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is executed in duplicate as of the Effective Date.

TOWN OF CHINO VALLEY, an Arizona municipal corporation.

Tom Armstrong, Mayor

Date

THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc.

Signature

Date

Name

Title

EXHIBIT A

Legal Description of Property

All that portion of the North half of Section 15, Township 17 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at the North quarter corner of Section 15 marked with a found "Cheek" brass capped monument from which the Northwest corner of Section 15 bears South $88^{\circ} 18' 25''$ West 2746.99 feet (basis of bearing);

THENCE South $02^{\circ} 11' 06''$ East 695.62 feet along the North-South midsection line to a point;

THENCE South $87^{\circ} 48' 54''$ West 262.87 feet to a point;

THENCE North $81^{\circ} 34' 00''$ West 218.28 feet to a point on the Easterly right-of-way of Old Highway 89;

THENCE 208.23 feet along said right-of-way on a non-tangent curve to the left with a radius of 3322.14 feet, $\Delta = 03^{\circ} 35' 29''$, and chord bearing North $31^{\circ} 19' 17''$ West 208.19 feet to a point;

THENCE North $33^{\circ} 10' 19''$ West 367.37 feet along said right-of-way to a point

THENCE 197.90 feet along said right-of-way on a non-tangent curve to the left with a radius of 2956.45 feet, $\Delta = 03^{\circ} 50' 07''$ and a chord bearing North $35^{\circ} 05' 23''$ West 197.87 feet to a point on the Northerly line of Section 15;

THENCE North $88^{\circ} 18' 25''$ East 875.44 feet along said Northerly line to THE POINT OF BEGINNING.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6g
MEETING DATE: 12/9/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the 2026 Base Council Meeting Schedule.

SUMMARY:

Staff proposes the attached meeting calendar/schedule for 2026. The calendar includes regular meetings, study sessions/special meetings, the dates for agenda packet distribution, as well as holidays on which Town offices will be closed. Staff also proposes three additional study sessions for Council to review the Preliminary Council Budget on January 12th, April 13th and 27th, 2026.

Traditionally, the Council cancels the second meeting in July and the first meeting in August for the summer break, the second meeting in November and December for the holiday breaks, as well as meetings conflicting with the League of Arizona Cities and Towns annual conference (August-September timeframe).

Town Code § 30.065 Meetings provides that (A) regular meetings are held on the second and fourth Tuesdays; and meetings may be canceled, except that at least one regular meeting per month must be held; (B) and (C) special meetings and study sessions may be called at any time.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the 2026 Base Council Meeting Schedule.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	2026 Council meeting schedule
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2026

Base Council Meetings/ Packet Distribution Schedule

January

01: New Year's Day (Thu)

19: M L King Jr. Day (Mon)

February

16: Presidents' Day (Mon)

May

25: Memorial Day (Mon)

July

04: Independence Day (Sat)

September

07: Labor Day (Mon)

November

11: Veteran's Day (Wed)

26: Thanksgiving Day (Thu)

December

24: Christmas Day observed

25: Christmas Day (Fri)

Legend

	Town Offices Closed (M-Th)
	Regular Meeting (RM)
	Study/Special Meeting
	Packet Distributed
	Meeting Cancelled

January						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		