



TOWN COUNCIL NOTICE & AGENDA

EXECUTIVE SESSION
TUESDAY, MARCH 24, 2026
5:30 PM

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **An executive session pursuant to A.R.S. §38-431.03(A)(4) for discussion or consultation with the Town Attorney regarding the public body's position on contracts that are subject to negotiations regarding a potential development agreement with Rodeo Drive, LLC.**
3. **ADJOURNMENT**



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, MARCH 24, 2026
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. **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.

3. CURRENT EVENT SUMMARIES AND REPORTS

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

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

4. CONSENT AGENDA

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

- a. Consideration and possible action to approve the Amended and Restated Lease Agreement between the Town of Chino Valley and the Chino Valley Flyer's Inc., extending the current lease for an additional fifteen-year term, through March 31, 2041.
- b. Consideration and possible action to approve a budget transfer in the amount of \$42,112 from General Fund contingency to the Court Special Revenue Fund for Court Security Enhancements.
- c. Consideration and possible action to approve a budget transfer in the amount of \$8,536 from General Fund contingency to the IT Services line item for Building Access Control.
- d. Consideration and possible action to acknowledge scrivener's correction on Ordinance No. 2025-954 approved on October 28, 2025, pursuant to Town Code §10.20 Authority to Correct Scrivener's Errors.
- e. Consideration and possible action to acknowledge scrivener's correction on Ordinance No. 2025-959 attachment approved on November 18, 2025, pursuant to Town Code §10.20 Authority to Correct Scrivener's Errors.
- f. Consideration and possible action to approve the February 23, 2026, public hearing minutes.
- g. Consideration and possible action to approve the February 24, 2026, regular meeting minutes.
- h. Consideration and possible action to approve the March 10, 2026, regular meeting minutes.

5. ACTION ITEMS

The Council may vote to recess the public meeting and hold an Executive Session on any item on this agenda pursuant to A.R.S. § 38-431.03(A)(3) for the purpose of discussion or consultation for

legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve a Public Utility Easement for Peppertree Place in connection with Highlands Apartments.

Recommended Action: Approve a Public Utility Easement for Peppertree Place in connection with Highlands Apartments.

6. ADJOURNMENT



TOWN COUNCIL NOTICE & AGENDA

STUDY SESSION

TUESDAY, MARCH 24, 2026

IMMEDIATELY FOLLOWING REGULAR MEETING

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

AGENDA

1. **CALL TO ORDER; ROLL CALL**
2. **Presentation and discussion regarding Economic Development Strategic Planning by Maggie Holmberg, Economic Development Manager.**
3. **ADJOURNMENT**

Dated this 17th day of March, 2026.

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. Citizens will have access to the meeting room 30 minutes prior to the start time of each 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 # 4a
MEETING DATE: 3/24/2026
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Amended and Restated Lease Agreement between the Town of Chino Valley and the Chino Valley Flyer's Inc., extending the current lease for an additional fifteen-year term, through March 31, 2041.

SUMMARY:

The Town of Chino Valley and the Chino Valley Flyers, Inc. (formerly known as the Chino Valley Model Aviators) first entered into a lease agreement, effective April 1, 2011, through April 1, 2026, for the Club to lease from the Town approximately 23.63 acres of real property located within the area commonly known as Old Home Manor. The original lease established the site for use as a model aviation airstrip and related facilities, with the Club responsible for construction, maintenance, and operation of improvements on the property.

The proposed Amended and Restated Lease Agreement is set to become effective April 1, 2026, and extend the term through March 31, 2041. The updated lease maintains substantially similar use provisions, allowing the Club to continue operating the model aviation airstrip and related improvements, and continues the annual rent of \$10 per year. This annual rent amount acknowledges the \$86,500 in privately funded capital improvements the organization has brought to the site that are now town assets per the lease terms.

Under the agreement, the Club remains fully responsible for maintenance, operations, and insurance for activities on the premises. The Club may conduct limited temporary commercial activities to support operations and is required to continue hosting an annual public "Fly In" event promoted at the regional level.

Approval of the Amended and Restated Lease will allow the Chino Valley Flyers to continue operating their long-standing recreational aviation facility at Old Home Manor while ensuring the Town retains ownership of permanent improvements made to the property.

PREVIOUS ACTION:

Approved the original Lease Agreement between the Town of Chino Valley and the Chino Valley Flyers, Inc. (formerly the Chino Valley Model Aviators).

STAFF RECOMMENDATION:

Approve the Amended and Restated Lease Agreement between the Town of Chino Valley and the Chino Valley Flyers, Inc.

FISCAL IMPACT?

The Town will receive lease payments in the amount of \$10.00 each year for 15 years.

ATTACHMENTS:

1.	LSE - Chino Valley Flyers (fka Airflyers) (002)(02.24.26)
2.	Exhibit A - Chino Valley Flyers Lease

AMENDED AND RESTATED LEASE AGREEMENT

This Amended and Restated Lease Agreement (this “Lease”) is made effective April 1, 2026, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and the Chino Valley Flyers, Inc., an Arizona nonprofit corporation (the “Club”). The Town and the Club are the only parties to this Lease; each is an individual “Party,” and together they are the “Parties.”

Recitals

A. The Parties entered into a lease agreement, effective April 11, 2011, through April 1, 2026, and amended it on January 25, 2022, for the Club to lease from the Town approximately 23.63 acres of real property located within the area commonly known as Old Home Manor, as more particularly outlined in Section 1.

B. The Parties wish to enter into this Lease to allow the Club to continue using the Premises for its model aviation activities.

Agreement

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 Parties hereby agree as follows:

1. Premises. The Town shall lease to the Club, and the Club shall lease from the Town, the parcel of real property described and depicted in Exhibit A (the “Premises”), attached hereto and incorporated herein.

2. Term. This Lease shall be effective as of the date first set forth above and shall remain in full force and effect until March 31, 2041 (the “Term”), unless terminated as otherwise provided herein.

3. Termination of Lease. This Lease is subject to early termination as follows:

3.1 The Town may, in its sole discretion and without cause, terminate this Lease by providing two years’ written notice thereof to the Club.

3.2 If either Party violates the terms or conditions of this Lease, the other Party may give written notice of such violation or default. If the defaulting Party fails to timely cure the default, then the non-defaulting Party may declare and give notice that this Lease is terminated, effective 30 days after said notice.

3.3 The Club may terminate this Lease without cause upon 180 days’ written notice.

3.4 Effect of Termination: The termination of this Lease shall not affect the Parties' rights and liabilities through the termination date, and the obligations and warranties under sections 5, 12, 13.2, 20, 21, 23, and 27 shall remain in effect.

4. Rent. The Club shall pay the Town an annual rent of \$10, with the first payment due within 15 days of the Town's signing this Lease. Subsequent payments are due on each anniversary of that date.

5. Management Duty; Indemnity. The Club shall be responsible for the Premises and for all activities occurring thereon during the Term.

5.1 Club's Indemnification of Town. To the fullest extent permitted by law, the Club shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (collectively, the "Town Indemnitees") from and against any and all losses, claims, damages, liabilities, and expenses (including, but not limited to, attorneys' fees, court costs, alternative dispute resolution costs, and appellate costs) arising out of or related to the Club's use, possession, or management of, or improvements to, or activities on, the Premises, but only to the extent such claim, damage, loss, or expense (or actions in respect thereof) is caused in whole or in part by, or based upon, the misconduct or the intentional or negligent acts, errors, or omissions, of the Club or its officers, members, agents, volunteers, or employees, or anyone directly or indirectly employed by the Club, or anyone for whose acts the Club may be liable. Notwithstanding the foregoing, the Club's indemnification obligation shall not apply if a timely claim is filed against the Town and Town Indemnitees' misconduct or intentional or negligent acts, errors, or omissions constitute more than 20% of the comparative fault for such claim. The Town reserves the right, but not the obligation, to participate in the defense of any claim, at its own expense, without relieving the Club of its indemnification obligations.

5.2 Town's Indemnification of Club. Except for claims arising out of or relating to the possession, lease, or management of the Premises, to the fullest extent permitted by law, the Town shall indemnify, defend, and hold harmless the Club and each member, officer, employee, or agent thereof (collectively, the "Club Indemnitees") from and against any and all losses, claims, damages, liabilities, and expenses (including, but not limited to, attorneys' fees, court costs, alternative dispute resolution costs, and appellate costs) arising out of or related to the intentional or negligent acts, errors, or omissions of the Town or its officers, agents, volunteers, or employees, but only to the extent such claim, damage, loss, or expense (or actions in respect thereof) is caused in whole or in part by, or based upon, such acts, errors, or omissions. Notwithstanding the foregoing, the Town's indemnification obligation shall not apply if a timely claim is filed against the Club and Club Indemnitees' misconduct or intentional or negligent acts, errors, or omissions constitute more than 20% of the comparative fault for such claim. The Club reserves the right, but not the obligation, to participate in the defense of any claim, at its own expense, without relieving the Town of its indemnification obligations.

6. Uses of the Premises. The main purpose of this Lease is to allow the Club to maintain and operate facilities that include model aviation airstrips and related improvements, including those described in Section 13.

7. Commercial Activity and Non-Profit. To raise funds for the operation of the Premises, the Club may engage in a variety of temporary commercial activities there. As the facility manager, the Club may, from time to time, enter into agreements with third-party vendors to provide goods and services upon the Premises. The Club agrees, understands, and acknowledges that any agreement with a third party will result in no obligation or liability for the Town and that all third-party vendors will be required to have a valid Town of Chino Valley business license or event license, as well as the obligation to collect and pay transaction privilege tax on all taxable activity occurring on the Premises.

8. Signs. Permitted signs include one 24-foot identification sign, directional signs, temporary signs, and banners related to temporary commercial activities. All signs must be located on-site, and appropriate permits through the Town process must be secured.

9. Annual Fly-In. As a portion of the consideration for this Lease, the Club shall conduct an annual 'Fly In' that is open to the public. It shall be advertised and promoted on a regional level. The Club will contact and coordinate the promotion with the Chino Valley Chamber of Commerce to promote the activity as a tourism event. The actual date of the annual 'Fly In' shall be at the discretion of the Club. Unless cancelled due to weather or other events outside the Club's control, the Club's failure to comply with the requirements of this Section 9 shall constitute a default that is not subject to cure.

10. Monthly Newsletter. The Club shall provide the Town Manager with a monthly newsletter describing the month's activities and the Club's plans for the year.

11. Rates and Charges for Use of the Facilities. The Club shall set the fees and charges for using the facilities by persons allowed to use the runway(s) and spectators. Daily use charges in excess of \$30 per day, excluding charges to vendors, shall require Town approval. The Club shall give the Town notice annually of its schedule of fees and charges, including user fees, for review and approval by the Town. The Town, via its manager, shall approve or disapprove the schedule within 45 days of receipt of the notice. All revenue from said fees and charges shall be the property of the Club.

12. Expenses. Unless specifically agreed to otherwise in writing, the Club shall be responsible for all expenses incurred in the construction, operation, maintenance, and use of the Premises. The Town, through its annual budget, may choose to contribute either money or services to the Club or make improvements upon the Premises, but the Town is not obligated to do so.

13. Improvements.

13.1 Prior Approval. The Club shall submit a site plan and appropriate building and construction plans to the Town for approval before commencing any work on the Premises. The Town shall not unreasonably withhold or delay such approval. The Club shall obtain all necessary permits for the construction of the improvements. The Town further agrees to waive all fees normally associated with building permits.

13.2 Ownership of Improvements. Any affixed improvements made to the real property shall become the property of the Town upon completion and shall remain on the Premises after termination of this Lease. The Club may place upon the Premises certain items that would

not be considered as fixtures, and the Club shall retain title to those readily removable items at the time of the termination of this Lease. The Club shall remove non-affixed property before the Term ends.

13.3 Repairs and Maintenance of Improvements. The Club shall have the sole responsibility for the repairs and maintenance of the Premises, including all electrical, mechanical, and plumbing apparatus upon the Premises. The Club shall maintain the Premises and improvements in a reasonable and safe condition during the Term.

14. Assignment and Subleasing. No assignment or sublease of this Lease, in whole or part, is permitted without the Town's approval, in its sole discretion. Any assignment or sublease made without the Town's approval will be considered void and will constitute a default. Unless the Town agrees otherwise, any authorized assignment or sublease must adhere to all the terms and conditions of this Lease.

15. Access. The area for ingress and egress to the Premises shall be from Santa Fe Trail, as depicted in Exhibit A.

16. Utilities. There are no utilities on site. The Town is under no obligation to provide any utilities to the Premises.

17. Liens. The Club shall not cause or allow any lien to be placed upon the Premises, and the Town shall not pledge its full faith and credit or its real property in support of any construction financing upon said Premises. As a condition of its approval of the construction of improvements on the Premises, the Town may require that the Club post an assurance, such as funds in escrow sufficient to pay for the improvements then being approved.

18. Insurance.

18.1 General.

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

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

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

D. Coverage Term. All insurance required herein shall be maintained in full force and effect during the Term.

E. Primary Insurance. The Club's insurance shall be primary and non-contributory insurance with respect to performance of this Lease and in the protection of the Town as an Additional Insured.

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

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

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

I. Evidence of Insurance. Prior to using the Premises, the Club shall provide the Town with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Lease, issued by the Club's insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Lease and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Lease. The Town shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage. Still, such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Lease. If any of the policies required by this Lease expire during the life of this Lease, it shall be the Club's responsibility to forward

renewal certificates and declaration page(s) to the Town 30 days prior to the expiration date. All certificates of insurance and declarations required by this Lease shall be identified by referencing this Lease. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate reference to this Lease. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Lease will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

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

a. Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 04 13 or equivalent.

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

c. Excess Liability – Follow Form to underlying insurance.

2. The Club’s insurance shall be primary insurance with respect to performance of this Lease.

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

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

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

18.2 Required Insurance Coverage.

A. Commercial General Liability. The Club shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including

but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Lease, the Town, its agents, representatives, officers, officials, and employees shall be named as an Additional Insured. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal to or broader in coverage scope than the underlying insurance.

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

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

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

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

19. Other Leases. The Parties agree, understand, and acknowledge that the Town has entered into lease agreements with other organizations for the use of property at Old Home Manor. The Club acknowledges and agrees to work with the Town to diligently resolve any disputes or conflicts arising from the use of the Premises that may result from previous and subsequent leases entered into by the Town.

20. Waste and Unlawful Acts. The Club shall not permit uses upon the Premises which would constitute a waste of the Premises or a public or private nuisance, or any act which would be unlawful in any manner. The Club shall not allow any hazardous waste or materials, other than

in sealed containers, to be stored in or brought to the Premises by its agents, employees, contractors, or invitees, without the prior consent of the Town. The Town's consent shall not be withheld as long as the Club demonstrates to the Town's reasonable satisfaction that such hazardous material is necessary or useful to the Club's enjoyment of the Premises and will be used, kept, and stored in a manner that complies with all applicable laws regulating any such hazardous material so brought upon, kept, used, or stored in or about the Premises.

21. Non-Employment. This Lease does not constitute an employment relationship, and the Club is not an agent or independent contractor of the Town. The Club is a lessee only. The Town bears no liability or responsibility for any payments for services rendered by the Club or any member of the Club.

22. Breach. If either Party fails to perform any obligation required by this Lease, and such failure is subject to cure, the non-breaching Party may provide written notice to the breaching Party that includes a reasonable description of the default. If the breaching Party does not cure the default within 30 days of receiving notice, or if the breach cannot reasonably be cured within 30 days, fails to begin curing it within 30 days and pursue the cure diligently to completion within a reasonable timeframe, then the non-breaching Party may pursue any remedy available at law or in equity, including but not limited to termination of this Lease.

23. Strict Performance. The Town's failure to insist on strict performance of any of the terms, conditions, or covenants of this Lease shall not constitute or be construed as a waiver or relinquishment of the Town's rights to thereafter enforce any such terms, conditions, or covenants, or to declare a default based on the Club's failure to comply with them.

24. Laws. The Club is subject to and agrees to comply with all laws and regulations of the United States, the State of Arizona, the County of Yavapai, and the Town of Chino Valley as they relate to this Lease and to activities conducted by the Club on the Premises.

25. Notices. Any notice required to be given in writing shall be addressed to the Town or Club at their respective addresses below. Notices will be deemed given when mailed first class postage prepaid or hand delivered and will be deemed received three days after so mailed or on the day so personally delivered to the address below or to such other address as a person may provide ten days' notice thereof.

If to the Town: Town of Chino Valley
202 N. State Route 89
Chino Valley, AZ 86323
Attn: Terri Denemy, Town Manager

With copy to: Gust Rosenfeld P.L.C.
One East Washington, Suite 1600
Phoenix, Arizona 85004-2327
Attn: Andrew J. McGuire

If to the Club: Chino Valley Flyers, Inc.
P.O. Box 3616
Chino Valley, AZ 86323
Attn: Statutory Agent

26. Limited Motor Home, Travel Trailer, RV Usage. The Premises are designated for use as a model aviation airstrip, which generally prohibits overnight stays and parking of persons on-site. However, limited overnight stays are permitted in connection with the airstrip's authorized use. The Club may allow members and guests to park and overnight in motor homes, travel trailers, and RVs on the Premises under the following conditions:

26.1 Such activity is restricted to special events, such as the annual "Fly In."

26.2 Such activity is limited to the shorter of a 7-day stay or a stay beginning one day before and ending one day after a special event.

27. General.

27.1 This Lease is not intended to create any rights on behalf of any third parties.

27.2 This Lease has been made and entered into in the State of Arizona, and shall be governed by the laws of the State of Arizona in all respects, including, without limitation, matters of construction, validity, enforcement, rights, remedies, and performance. If any provision of this Lease is rendered or declared illegal or unenforceable by reasons of any existing or subsequently enacted statute, rule, or regulation, or by order of or judgment of a court, all other terms and provisions of this Lease shall remain in full force and effect as stated and set forth herein.

27.3 This Lease may be executed in multiple counterparts, each of which shall serve as an original for all purposes, but all counterparts shall be construed together and constitute one and the same Lease.

27.4 This Lease shall not be construed for or against a Party solely by virtue of all or any portion of this Lease having been drafted by the Party's attorney.

27.5 The Parties shall do or cause to be done such further acts and shall execute, acknowledge, and deliver such further instructions as may be reasonably required by any of them to fully effectuate this Lease.

27.6 Any amendment to this Lease must be in writing and executed by each Party hereto.

27.7 This Lease contains the Parties' entire understanding and supersedes any prior written or oral agreements between them respecting the subject matter of this Lease. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Lease that are not fully set forth herein.

27.8 This Lease, and all rights and obligations contained herein, shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and permitted assigns of the Parties.

27.9 Time is of the essence in this Lease.

27.10 This Lease is subject to the provisions of Ariz. Rev. Stat. § 38-511. The Town may cancel this Lease without penalty or further obligations by the Town or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Town or any of its departments or agencies is, at any time while this Lease or any extension of this Lease is in effect, an employee of any other Party to this Lease in any capacity or a consultant to any other Party of this Lease with respect to the subject matter of this Lease..

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

Town of Chino Valley:

Club:

Tom Armstrong, Mayor

Brian Sutton, President

Jean Greear, Secretary
P.O. Box 1284
Paulden, AZ 86334

Attest:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

EXHIBIT A
TO
AMENDED AND RESTATED LEASE AGREEMENT

[Legal Description and Depiction of the Premises]

See the following page(s).

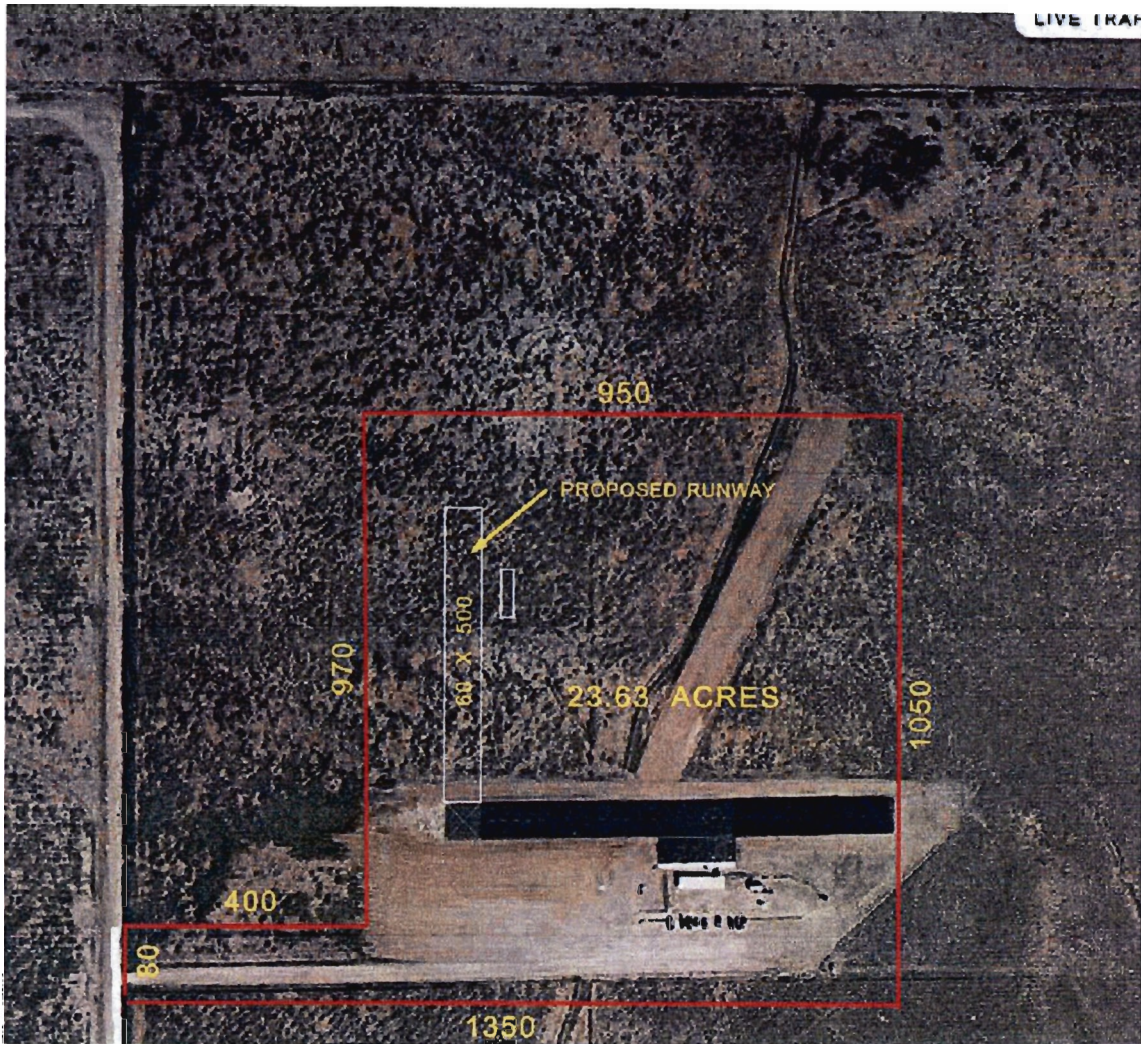
Exhibit A

CHINO VALLEY MODEL AVIATORS

MASTER PLAN

Chino Valley Model Aviators

January 2011



DAVA AND ASSOCIATES
310 EAST UNION STREET PRESCOTT, ARIZONA 86303
928 778-7587

MODEL AVIATOR'S PARCEL

A portion of Section 7, Township 16 North, Range 1 West of the Gila and Salt River Meridian, Yavapai County, Arizona, described as follows:

COMMENCING at the southwest corner of Section 7 as identified by a 3 ½" General Land Office brass cap;

thence, along the south line of Section 7, North 89°09'36" East, 2,537.72 feet to the south quarter corner of Section 7 as identified by a 1 ½" aluminum cap stamped "LS 13190 YORK";

thence, continuing along the south line of Section 7, North 89°09'34" East, 106.36 feet, from which point the southeast corner of Section 7, as identified by a 1 ½" aluminum cap stamped "LS 13190 YORK", is North 89°09'34" East, 2,538.81 feet;

thence, departing the south line of Section 7, North 00°15'21" East, 1,178.45 feet to the **POINT OF BEGINNING**.

Thence, continuing North 00°15'21" East, 80.01 feet;

thence, North 89°09'34" East, 400.00 feet;

thence, North 00°15'21" East, 970.00 feet;

thence, North 89°09'34" East, 950.00 feet;

thence, South 00°15'21" West, 1,050.01 feet;

thence, South 89°09'34" West, 1,350.00 feet to the **POINT OF BEGINNING**.

This description yields 23.63 acres.

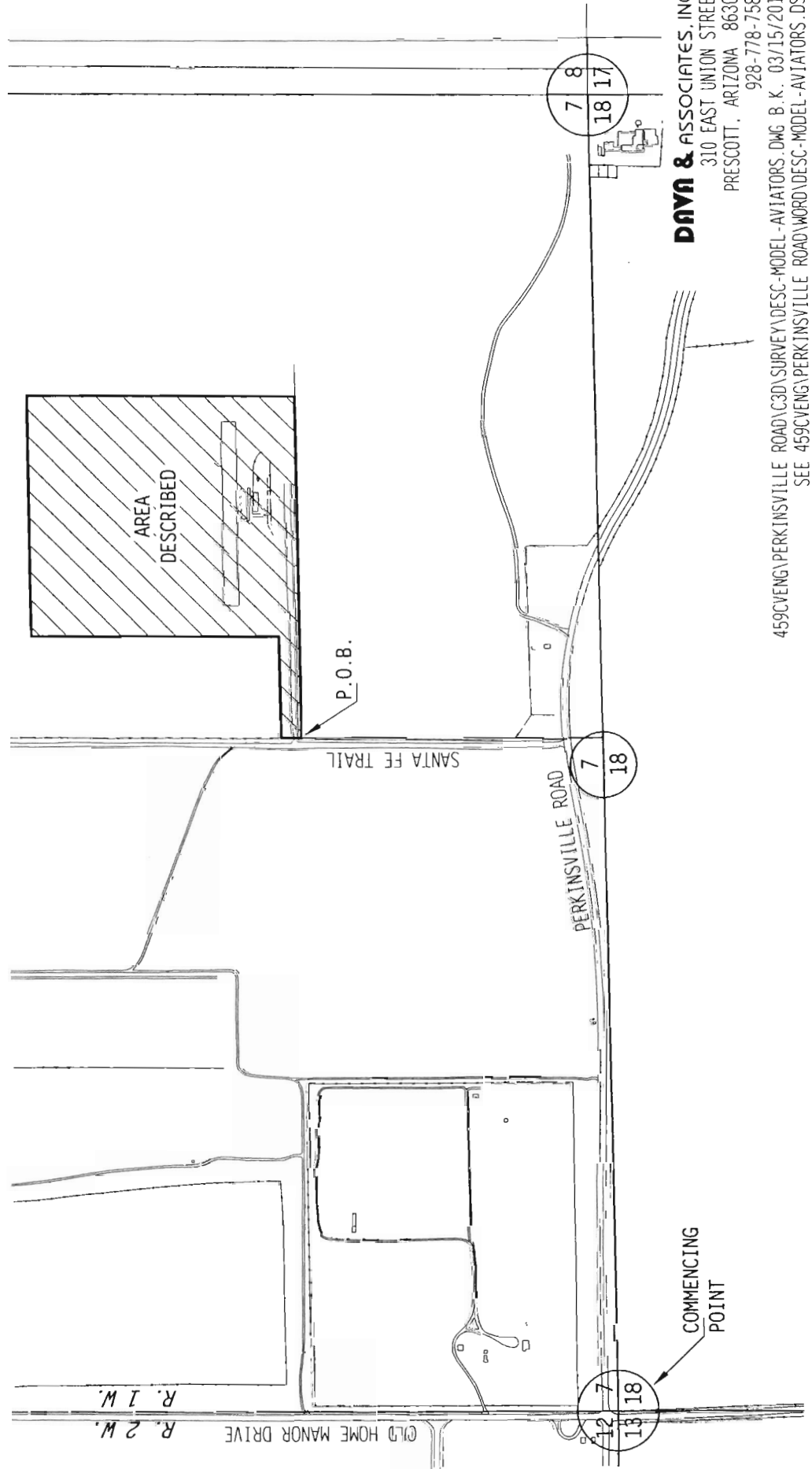
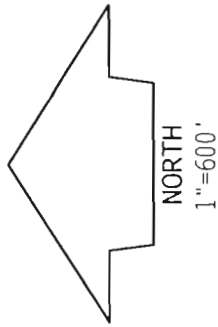
I certify that, I, Thomas G. Callahan, am a Registered Land Surveyor in the State of Arizona, that this description was prepared under my direction and contains adequate information to allow retracement thereof.



Thomas G. Callahan
EXPIRES 6/30/2011

EXHIBIT

A PORTION OF SEC. 7,
T. 16 N., R. 1 W., G. & S. R. M.



DAVA & ASSOCIATES, INC.
310 EAST UNION STREET
PRESCOTT, ARIZONA 86303
928-778-7587
459CVENG\PERKINSVILLE ROAD\C3D\SURVEY\DESC-MODEL-AVIATORS.DWG B.K. 03/15/2011
SEE 459CVENG\PERKINSVILLE ROAD\WORD\DESC-MODEL-AVIATORS.DSC



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4b
MEETING DATE: 3/24/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a budget transfer in the amount of \$42,112 from General Fund contingency to the Court Special Revenue Fund for Court Security Enhancements.

SUMMARY:

Over the years, approximately \$145,000 in revenues restricted for enhancement of the technological, operational, and security capabilities of the Municipal Court have been accumulated. There are currently two projects that staff has identified as priorities to enhance the safety and security of the court:

- Security Remodel: \$14,040.00. This includes the security improvements and fencing modifications for the court building.
- Building Access Control: \$28,071.15. This includes installation of 10 new door access panels, wristband credentials for the Judge, transition from and removal of the current security system, panic button, and associated labor for programming, pre-testing, and training.

Although sufficient restricted cash is available for these enhancements, there is currently no budget authority to complete these projects. This item authorizes a transfer of budget capacity from the General Fund contingency line to the Court Special Revenue Fund to allow for these projects to proceed. This is simply a budget authority request to allow utilization of existing special revenue, not an authorization to utilize General Funds for the project.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the budget transfer in the amount of \$42,112 from General Fund contingency to the Court Special Revenue Fund for Court Security Enhancements.

FISCAL IMPACT?

Available budget: General Fund - Contingency	\$736,800
Less this approval item: Budget Capacity Transfer to Court Special Revenue Fund*	<u>-42,112</u>
Remaining budget: General Fund - Contingency	\$694,688

**It is important to note, that although budget capacity is being transferred, the actual expense will be funded using restricted Court Enhancement funds; therefore, no additional General Fund resources are required.*

ATTACHMENTS:

1.	Chino Valley Court building
2.	Town of Chino Court remodel RFQ



STATEWIDE SERVICE & INSTALLATION

8544 E. Eastridge Dr. Prescott Valley, AZ 86314

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

ROC # 211758, 211759, 211761

www.BWFireSecurity.com

March 11, 2026

PROPOSAL SUBMITTED TO:



Court Building

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an **Equipment & Technical Labor Price** in the amount of **\$26484.58** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, Client's facility will have 10 additional access doors added to the town's access server.

If taxes are required, please add to base bid \$1586.57

INCLUSIONS/QUALIFICATIONS:

- 1) New 10 door access panel installed in IT room.
- 2) Doors to be installed as follows:
 - a. Front Door
 - b. Prosecutor's office door
 - c. Rear entry to parking lot
 - d. Back door to judge's office
 - e. Safe room exit door
 - f. Court to jury room
 - g. Judge's door to bench
 - h. File room door
 - i. Prosecutor office door to back office, Readers on both sides.
 - j. IT Room door
- 3) Wrist-band credential for judge
- 4) Security system change over to new system.
- 5) Panic button for staff safe room, NW corner.
- 6) Removal of existing security system and components.
- 7) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

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- 1) Proposal is based on walk dated 5/5/2025, Updated on 3/11/2026
- 2) Doors need to be in good working order before locks can be installed.
- 3) 120VAC power at fire, security or access panels by others.
- 4) Night, weekend, and/or holiday work excluded.
- 5) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 6) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 7) Underground conduit and trenching by others.
- 8) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 9) Paint and/or Drywall Cutting / Patching are all excluded.
- 10) Performance/Payment Bonds.
- 11) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 12) Fire extinguishers (A bid will be provided upon request).
- 13) B&W Fire cannot be held to any liquidated damages.
- 14) B&W warranties workmanship for two years and uses manufactures warranty on all parts.
- 15) **Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).**
- 16) **Monitoring can be provided, please ask for a quote.**

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

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

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

1. Payments.
 - a. Client shall make an initial payment per AIA billing.
 - b. B&W will submit a payment application or invoice to Client for progress payments related to design, materials, labor, and finish tests supplied during each of the preceding thirty (30) day billing cycles (an

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“Invoice”), which may include any outstanding payment owed by Client for such preceding cycles, minus the Commencement Fee (if applicable).

- c. The parties to the Project Agreement are aware of and shall be bound by Arizona’s Prompt Payment Act (A.R.S. § 32-1129.01 et seq.). Client shall promptly pay B&W within seven (7) days after B&W’s submitted Invoice is certified and approved by the Client. Notwithstanding, the Invoice shall be deemed certified and approved fourteen (14) days after submission to Client, if no approval or objection is provided to B&W, at which time payment is due.
 - d. If payments are made by credit card there will be a 3.5% surcharge applied.
 - e. All equipment serviced and sold by B&W remains the property of B&W until the amounts owed under the Project Agreement are paid in full.
2. Additional Inspection. If for any reason a second final inspection outside of B&W control is required, B&W will bill Client for each hour required to perform the additional inspections at the market rate charged by B&W at the time such inspection is required.
 3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.
 4. Late Payments.
 - a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent (“Delinquent Payment Notice”) and may suspend performance of services under the Project Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.
 - b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney’s fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
 5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client’s violation of the law in respect of the Project Agreement, or (iii) Client’s filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any

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such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.

6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar's address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed ("Change Order"). If equipment costs rise over B&W's estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.
8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:
 - a. If the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation utilizing the services of a private mediator.
 - b. If the dispute is not resolved by mediation, the parties agree to submit to binding arbitration to be conducted in the county and state in which the Work is being provided by a neutral arbitrator selected by the parties. The arbitration shall be conducted according to the Revised Uniform Arbitration Act and the American Arbitration Association Construction Arbitration Rules or such other procedures as may be agreed upon by the parties.
 - c. Mediation and arbitration are the sole and exclusive processes available to pursue a remedy arising out of any dispute or breach of this contract.
 - d. BOTH PARTIES ACKNOWLEDGE THAT THIS PROVISION BARS ALL OTHER VENUES, JURISDICTION, COURTS, AND PROCEDURES THAT MIGHT BE AVAILABLE TO RESOLVE THE DISPUTED BREACH, INCLUDING THE RIGHT TO APPEAL AND CERTAIN DISCOVERY RIGHTS.
9. INSURANCE; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.
 - a. It is understood and agreed that B&W is not an insurer. Insurance, if any, shall be obtained by Client or, if applicable, property owner. The payments provided for herein are based solely on the value of the Work as set forth herein and are unrelated to the value of the Client or, if applicable, owner's property or the property of others located on the premises.
 - b. B&W MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECT, OR AVERT.

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- c. Client acknowledges that it is impractical and extremely difficult to determine and fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein; including, but not limited to installation, service, or monitoring or the failure of the system to properly operate with resulting loss to Client because of among other things:
- i. The uncertain amount or value of Client or, if applicable, owner's property, or the property of others kept in the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service provided hereunder, if applicable, is designed to detect or avert;
 - ii. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;
 - iii. The inability to ascertain what portion, if any, of any loss would be proximately caused by B&W's failure to perform or by its equipment to operate;
 - iv. The nature of the service to be performed by B&W.
- d. Client understands and agrees that if B&W should be found liable for a loss or damage due from failure of B&W to perform any of the obligations herein, including, but not limited to, installation, monitoring of service, or the failure of the service or equipment in any respect, whatsoever, B&W's liability shall be limited to a sum equal to Two Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by the Project Agreement, or from negligence, active or otherwise, of B&W, its agents, servants, assigns or employees.
- e. If Client subscribes to monthly monitoring services, which shall be subject to a separate agreement (in such context, a "Subscriber"), Subscriber understands and agrees that if Company should be found liable for a loss or damage due for any reason whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments for such services or Two Hundred Fifty (\$250.00) Dollars, whichever is the lesser, as liquidated damages and not as a penalty. This liability shall be exclusive; and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by such contract, or from negligence, active or otherwise, of Company, its agents, servants, assigns or employees. If Subscriber wishes Company to assume a limited liability in lieu of the liquidation damages as hereinabove set forth, Subscriber may obtain from Company a limitation of liability by paying an additional monthly service charge to Company (as may determined by the Company). If Subscriber elects to exercise this option, a rider shall be attached to the Project Agreement setting forth the terms, conditions and amount of the limited liability and the additional monthly charge. Such rider and additional obligation shall in no way obligate or deem Company to be an insurer.

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

10. Indemnification. Except to the extent of B&W's intentional misconduct, gross negligence, or otherwise stated herein, Client agrees to defend, indemnify and hold Broker harmless from and against any and all damages, liabilities, losses, taxes, fines, penalties, costs and expenses (including reasonable fees and expenses of counsel), as the same are incurred, of any kind or nature whatsoever (arising out of third-party claims and including all amounts paid in investigation, defense or settlement of the foregoing) which, without duplication, may be sustained or suffered by B&W based upon, arising out of, by reason of or otherwise in respect of or in connection with any such claim against B&W, to the extent caused directly and primarily by (i)





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defects in Client's or, if applicable, underlying property owner's property, or (ii) any other general contractor or subcontractor agreement for performance of related or unrelated work or services described hereunder.

11. Waiver. No change in, addition to, or waiver of any of the provisions of the Project Agreement shall be binding upon either party unless in writing signed by an authorized representative of each party. No waiver by either party of any breach by the other party of any of the provisions of the Project Agreement shall be construed as a waiver of any subsequent breach, whether of the same or of a different provision in the Project Agreement.
12. Severability. If any provision of the Project Agreement is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. Rather, such remaining provisions shall be fully severable, and this Project Agreement shall be construed and enforced as if such invalid provisions never had been inserted in the Project Agreement.
13. Counterparts. The proposal may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Delivery and receipt of executed pages by any electronic transmission shall constitute effective and binding execution and delivery of the Project Agreement.

Respectfully Submitted by:

EW Bratcher

ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements, the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date





Town of Chino Valley
Attn: Bruce Cooper
1950 Voss Drive
Chino Valley, Arizona 86323
(928) 636-7140 x. 3403
bcooper@chinoaz.net

REQUEST FOR QUOTATION FOR MAGISTRATE COURTS BUILDING REMODEL

All quotes are due by **March 19, 2026 at 3:00 p. m., local time**, either by delivering a hard copy to the Public Works Building, 1950 Voss Drive, Chino Valley, Arizona or by emailing Bruce Cooper at bcooper@chinoaz.net. The subject line on emailed quotes should include **“RFQ – Magistrate Courts Remodel – (YOUR ORGANIZATION’S NAME).”**

Pre-Quote Conference: A non-mandatory pre-quote conference is available if requested.

The Town of Chino Valley, an Arizona municipal corporation (the “Town”), is seeking a licensed and qualified Contractor to provide all material and labor required as described below.

Section I – Project Information

The Contractor shall provide all materials and services necessary to remodel the interior/exterior features at the Magistrate Courts Building in accordance with the scope of work and plans attached hereto as Exhibit A and incorporated herein by reference (the “Services”).

The Contractor shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Contractor’s sole determination, the Services to be provided do not require a safety plan, 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.

Section II – Pricing

The Quotation shall be submitted on the Price Sheet form attached hereto as Exhibit B and incorporated herein by reference. **Note:** Prices offered shall include applicable state and local taxes.

Section III – Instructions and Conditions

1. All quotations must contain the quoting firm’s name and be signed by an authorized agent, officer or employee.
2. Award will be made to the Contractor whose quotation is the most advantageous to the Town.

3. Please attach a copy of your Contractor's License and Business License behind Exhibit C. The Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting the Town as a reporting jurisdiction or current Town Business License.
4. Submit this completed document to the address above.

If you need additional information or have questions, please contact Bruce Cooper by email at bcooper@chinoaz.net.

Section IV – Execution and Submission

By executing this document and submitting a quotation to the Town of Chino Valley, the authorized agent agrees (i) he/she has read the Town's Standard Terms and Conditions, dated August 2, 2019 (the "Standard Terms and Conditions"), as set forth on the Town of Chino Valley website (<http://www.chinoaz.net/173/Bid-Invitations>), which Standard Terms and Conditions are incorporated into and become a part of the company's quotation offer as if set forth fully herein and (ii) the company shall be bound by the Standard Terms and Conditions. By signing below the company is offering to provide the Services set forth in Exhibit A and upon written acceptance of the company's offer by the Town, it will have entered into a binding agreement. The offer shall be considered held open for 60 days from the quotes due date set forth above.

Signature: Brian Bombardieri Date: 3/5/2026
Printed Name: Brian Bombardieri Title: Owner
Company Name: B's Contractors, LLC
Address: 1510 Louis Trail
City: Prescott State: AZ Zip: 86305
Email Address: brian@bscontractorsllc.com Telephone No. 928-237-0797

Quotations for amounts exceeding \$50,000 will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For Town of Chino Valley Use Only)

The Contractor's Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or services under this Contract prior to the date this Contract is executed.

Town of Chino Valley, an Arizona municipal corporation

Terri Denemy, Town Manager Date: _____

EXHIBIT A
TO
REQUEST FOR QUOTATION
FOR
COURT BUILDING REMODEL

[Scope of Work and Plans]

(See following pages.)

COURT BUILDING REMODEL

Scope of Work and Plans

Facility/Location:

- Magistrate Courts Building, 1988 N. Road 1 West, Chino Valley, Arizona.

Scope of Work:

- The Contractor is responsible for properly disposing of all demolition and construction waste. No Town facility refuse container shall be used to dispose of waste or recycled materials.

Contract Quantities:

- The project drawings and scope of work include dimensions, quantities, and slopes for the convenience of bidders. The Town provides no guarantee to the accuracy of this information. Bidders and contractors are responsible for confirming all dimensions and quantities of materials required.
- Bidders are responsible for verifying actual square footage and for determining the amount of material required.

Instructions and Expectations:

- The Contractor shall notify the owner of all concerns with the existing conditions including structural or aesthetic items regardless whether it will impact their work.
- The Contractor is responsible for providing all necessary project and worker facilities including a waste container, restrooms, wash stations, and drinking water.
- The project shall be started and completed within thirty calendar days (30) not counting lead time for materials to avoid facility operations. No work will take place outside of normal court business hours (Monday through Thursday 7:00 am to 4:00 pm) and may have some limitations in certain locations (court proceedings).
- The Contractor shall protect existing finishes and the surrounding area from demolition and construction damage and debris. The Contractor shall be responsible for site cleanliness and for repairing or replacing project related damage to existing finishes. The Contractor shall perform a magnet sweep of the grade around the building as needed to pick up nails.
- The Contractor shall perform the work in a safe manner and follow all appropriate OSHA requirements.

EXHIBIT B
TO
REQUEST FOR QUOTATION
FOR
COURT BUILDING REMODEL

[Price Sheet]

(See following page.)

PRICE SHEET

COURT BUILDING REMODEL

NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall result in a determination that a Bid is non-responsive.

Item No.	Description of Materials and/or Services	Qty.	Unit	Total Price
1.	Remodel – Magistrate Courts Building	1	Lump Sum	\$ 9,500.00
2.	Item 5, Additive/Alternate for Fence	1	Lump Sum	\$ 2,040.00
3..	Contingency –	1	Lump Sum	\$2,500.00
	TOTAL CONSTRUCTION COST*			\$ 14,040.00

*** ALL BIDS ARE PRESUMED TO INCLUDE ALL APPLICABLE TAXES. PLEASE BE ADVISED THAT ARIZ. REV. STAT. § 42-5075(P) APPLIES TO THE PROJECT CONTEMPLATED WITHIN THIS CONTRACT. CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ALL WORK CONTEMPLATED BY THE PLANS FOR THE PROJECT IS BID ON THE PRICE SHEET.**

Company Name: B's Contractors, LLC Date: 3/5/2026

EXHIBIT C
TO
REQUEST FOR QUOTATION
FOR
COURT BUILDING REMODEL

[Licenses]



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4c
MEETING DATE: 3/24/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a budget transfer in the amount of \$8,536 from General Fund contingency to the IT Services line item for Building Access Control.

SUMMARY:

Over the last year, B&W Fire Security Systems installed building access control devices in Town Hall, Public Works, Human Resources, Development Services, and Senior Center. The Library and IT Services areas are the next two areas that will be addressed.

- Building Access Control - IT Services: \$14,130.83. This includes installation of four new door access panels and associated labor for programming, pre-testing, and training.
- Building Access Control - Library: \$34,404.74. This includes installation of eight new door access panels and associated labor for programming, pre-testing, and training.

There is currently \$40,000.00 budgeted for building access control and additional budget capacity in the amount of \$8,536 is required from General Fund contingency in order to complete these projects. This item authorizes a budget transfer from the General Fund contingency line to the IT Services line item for Building Access Control to allow for these projects to proceed and be completed this fiscal year.

PREVIOUS ACTION:

At the March 25, 2025, meeting, Council approved the Professional Services Agreement with B&W Fire Security Systems with the understanding that B&W would be considered the sole source provider of the hardware and software to prevent the installation of multiple access control systems.

STAFF RECOMMENDATION:

Approve the budget transfer in the amount of \$8,536 from General Fund contingency to the IT Services line item for Building Access Control.

FISCAL IMPACT?

Available budget: General Fund - Contingency	\$694,688
Less this approval item: Budget Transfer to the IT Services line item for Building Access Control*	<u>-8,536</u>
Remaining budget: General Fund - Contingency	\$686,152

**This item was budgeted, but does not have sufficient capacity for this project. The additional \$8,536 will allow the project to be completed in the current fiscal year.*

ATTACHMENTS:

1.	Chino Valley IT
2.	Chino Valley library



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PROPOSAL SUBMITTED TO:



CHINO VALLEY
A R I Z O N A

IT Building

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an **Equipment & Technical Labor Price** in the amount of **\$13296.79** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, Client's facility will have a complete card access system for the listed doors attached to the town's ICT server.

If taxes are required, please add to base bid \$834.04

INCLUSIONS/QUALIFICATIONS:

- 1) ICT 4 door add-on access panel
- 2) Access controlled locks and readers added to the following doors:
 - a. West side entrance inside vestibule
 - b. East door into library
 - c. South entry door
 - d. Interior server room door
- 3) Panel to be located in the IT server room.
- 4) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

- 1) Proposal is based on walk dated 4/14/2025.
- 2) 120VAC power at fire, security or access panels by others.
- 3) Night, weekend, and/or holiday work excluded.
- 4) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 5) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 6) Underground conduit and trenching by others.
- 7) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 8) Paint and/or Drywall Cutting / Patching are all excluded.
- 9) Performance/Payment Bonds.

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STATEWIDE SERVICE & INSTALLATION
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March 11, 2026

- 10) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 11) Fire extinguishers (A bid will be provided upon request).
- 12) B&W Fire cannot be held to any liquidated damages.
- 13) B&W warranties workmanship for two years and uses manufactures warranty on all parts.
- 14) **Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).**
- 15) **Monitoring can be provided, please ask for a quote.**

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

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

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

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

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3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.
4. Late Payments.
 - a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent ("Delinquent Payment Notice") and may suspend performance of services under the Project Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.
 - b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney's fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client's violation of the law in respect of the Project Agreement, or (iii) Client's filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.
6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar's address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed ("Change Order"). If equipment costs rise over B&W's estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.

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8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:

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

9. INSURANCE; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.

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

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Hundred Fifty (\$250.00) Dollars, as liquidated damages and not as a penalty. This liability shall be exclusive, and the provisions of this section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or non-performance of the obligations imposed by the Project Agreement, or from negligence, active or otherwise, of B&W, its agents, servants, assigns or employees.

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

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

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

Respectfully Submitted by:

EW Bratcher

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ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements, the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date

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PROPOSAL SUBMITTED TO:



CHINO VALLEY
A R I Z O N A

Library Building

SCOPE OF WORK:

B & W Fire Security Systems, L.L.C. ("B&W") is pleased to supply you with this proposal related to an **Equipment & Technical Labor Price** in the amount of **\$32401.40** for the design, wire pull, and trim of system peripheral devices ("Work"). The Work shall be conducted subject to the following Inclusions/Qualifications and Exclusions/Clarifications described herein. Upon completion of the Work, Client's facility will have a complete card access system for the listed doors attached to the town's ICT server.

If taxes are required, please add to base bid \$2003.34

INCLUSIONS/QUALIFICATIONS:

- 1) ICT 8 door access panel
- 2) Access controlled locks and readers added to the following doors:
 - a. West door to back parking lot
 - b. Main east double door, Both leaves
 - c. North emergency exit
 - d. South emergency exit
 - e. North exit community room door
 - f. Storage room door
 - g. Volunteer room door
- 3) Panel to be located in the IT server room.
- 4) Technical Labor for Programming, System Start-up, Pre-Testing, and training with owner's representative.

EXCLUSIONS/CLARIFICATIONS:

- 1) Proposal is based on walk dated 4/14/2025.
- 2) 120VAC power at fire, security or access panels by others.
- 3) Night, weekend, and/or holiday work excluded.
- 4) Soffits or other applications necessary to conceal the alarm wiring are excluded.
- 5) All work to be scheduled by the contractor upon a minimum 48-hour notice.
- 6) Underground conduit and trenching by others.

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- 7) All conduit requirements (i.e., back boxes, stub ups, sleeves through wall, fire caulking, etc.) shall be by others and shall be made available with pull strings.
- 8) Paint and/or Drywall Cutting / Patching are all excluded.
- 9) Performance/Payment Bonds.
- 10) Man hours/productivity lost due to conditions beyond our control, including poor management by others will be documented and may result in additional costs. If dampers position monitoring is required, we will connect to installed and adjusted switches by other.
- 11) Fire extinguishers (A bid will be provided upon request).
- 12) B&W Fire cannot be held to any liquidated damages.
- 13) B&W warranties workmanship for two years and uses manufactures warranty on all parts.
- 14) **Annual Fire Inspections – Sprinkler, Backflow, kitchen hood, Security and Cameras etc. (A bid will be provided upon request).**
- 15) **Monitoring can be provided, please ask for a quote.**

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

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

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

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

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- e. All equipment serviced and sold by B&W remains the property of B&W until the amounts owed under the Project Agreement are paid in full.
2. Additional Inspection. If for any reason a second final inspection outside of B&W control is required, B&W will bill Client for each hour required to perform the additional inspections at the market rate charged by B&W at the time such inspection is required.
3. Scheduling. Client will provide B&W with 2 weeks (14 days) advance notice to schedule the Work described above.
4. Late Payments.
 - a. If Client does not make payments when due in accordance with the terms of this Project Agreement, B&W may give Client written notice that such payments are late. If Client does not make payments within 5 days after receiving a late payment notice, B&W may give Client written notice that such payments are delinquent (“Delinquent Payment Notice”) and may suspend performance of services under the Project Agreement until payment in full is received by B&W. If Client does not make the delinquent payments within 5 days after receiving a Delinquent Payment Notice, B&W may terminate the Project Agreement and seek other remedies provided herein.
 - b. B&W reserves the right to charge interest on any delinquent payments at the rate of [18% per annum] or the maximum amount permitted by Arizona law, whichever is lesser, until paid in full.
 - c. In the event attorney fees and legal costs are expended by B&W to collect upon any amount not timely paid to B&W in accordance with A.R.S. § 32-1129.01 et seq., or if B&W or its vendors are required to retain a collection agency and/or attorney to collect overdue amounts owed for the Work or materials provided hereunder or for any reason to enforce this Project Agreement, B&W shall be entitled to recover its collection costs, reasonable attorney’s fees, and any enforcement costs incurred for mediation, arbitration, or other enforcement actions. By signing hereunder Client agrees and acknowledges such costs will be payable by Client.
5. Termination. B&W shall have the right to terminate this Agreement at any time upon prior written notice to Client in the event of (i) a failure by Client to perform in accordance with the terms of the Project Agreement, after any applicable cure period, (ii) Client’s violation of the law in respect of the Project Agreement, or (iii) Client’s filing of a petition for relief under any chapter of the Bankruptcy Code, or making a general assignment for the benefit of its creditors, or the appointment of a receiver is appointed on account of its insolvency. In the event Client elects to terminate the Project Agreement, it must do so by providing ten (10) days prior written notice to B&W. If any such termination occurs by either party, B&W may seek from Client the reasonable value of the Work performed and materials purchased.
6. Registrar of Contractors. Client has the right to file a written complaint with the Registrar of Contractors for any alleged violation of A.R.S. § 32-1154(a). The registrar’s address is 3838 N Central Ave, Suite 400, Phoenix, AZ 85012. The telephone number is 602-542-1525. Complaints must be made within an applicable time as set forth in A.R.S. § 32-1155A. For residential dwellings, this paragraph does not apply to an owner who is subject to and complies with A.R.S. § 12-1365.
7. Change Orders; Additional Charges. All Work is guaranteed, insured, and done by certified and/or licensed personnel. Except as otherwise stated herein, any other work or extra materials required that would involve a quoted

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price increase will be discussed and approved by the parties in the form of a written change order prior to any work being completed ("Change Order"). If equipment costs rise over B&W's estimated costs as of the date of the proposal, B&W will provide the Client or builder, if separate and applicable, with an updated cost for unordered equipment. Notwithstanding the foregoing, any deficiencies in plans provided by architects or engineers will be deemed as a Change Order that has been mutually agreed upon by the Client and B&W to bring to code, and Client expressly agrees to pay for such additional charges related to the same.

8. Dispute Resolution. The parties agree to resolve any dispute arising out of or relating to this agreement as follows:

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

9. INSURANCE; LIQUIDATED DAMAGES; LIMITATION OF LIABILITY.

- a. It is understood and agreed that B&W is not an insurer. Insurance, if any, shall be obtained by Client or, if applicable, property owner. The payments provided for herein are based solely on the value of the Work as set forth herein and are unrelated to the value of the Client or, if applicable, owner's property or the property of others located on the premises.
- b. B&W MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICES DESIGNED TO DETECT, OR AVERT.
- c. Client acknowledges that it is impractical and extremely difficult to determine and fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein; including, but not limited to installation, service, or monitoring or the failure of the system to properly operate with resulting loss to Client because of among other things:
 - i. The uncertain amount or value of Client or, if applicable, owner's property, or the property of others kept in the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service provided hereunder, if applicable, is designed to detect or avert;
 - ii. The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding;

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

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

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

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March 11, 2026

13. Counterparts. The proposal may be executed in any number of counterpart originals, each of which shall be deemed an original instrument for all purposes, but all of which shall comprise one and the same instrument. Delivery and receipt of executed pages by any electronic transmission shall constitute effective and binding execution and delivery of the Project Agreement.

Respectfully Submitted by:

EW Bratcher

ACCEPTANCE OF PROPOSAL

BY READING, SIGNING, OR ISSUING A SEPARATE CONTRACT TO B&W WITH THE PROPOSAL AMOUNT LISTED ON THIS PROPOSAL, I understand that the terms of this Project Agreement shall be deemed incorporated into any separate agreement between B&W and the Client and, if there is any conflict between the agreements, the terms herein shall prevail. I further agree that I am authorized to execute the Project Agreement on behalf of the Client and the Client will be bound by the terms, specifications, exclusions, and conditions herein.

Accepted By:

Signature

Title

Date





TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4d
MEETING DATE: 3/24/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to acknowledge scrivener's correction on Ordinance No. 2025-954 approved on October 28, 2025, pursuant to Town Code §10.20 Authority to Correct Scrivener's Errors.

SUMMARY:

Town Code §10.20 grants authority to the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code, Unified Development Ordinance, and ordinances, resolutions, and minutes adopted by Council or other public body without the need for re-adoption. Paragraph (C) provides that any such corrections shall be reported within three months of such correction at a regular meeting of the Council.

There are two scrivener's corrections to report:

1. Ordinance No. 2025-954, approved on October 28, 2025, §91.07 and §91.08 on pages 2, 3, and 4 of the amendments under General Provisions corrected to §91.06 and §91.07 respectively.
2. On the same ordinance, page 5 of the amendments under §91.23 FEES, an administrative note was left in error and has been removed.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept the acknowledgement of scrivener's correction on Ordinance No. 2025-954 approved on October 28, 2025.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Scriveners Error_ ORD 2025-954 - Chino Valley Cemetery
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ORDINANCE NO. 2025-954

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ON FILE WITH THE TOWN CLERK TITLED “OCTOBER 2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 91 REGARDING THE CHINO VALLEY CEMETERY”; ADOPTING THE SAME BY REFERENCE; AMENDING THE CHINO VALLEY TOWN CODE TO READ AS SET FORTH THEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES FOR VIOLATIONS.

WHEREAS, the Town Council approved Ordinance No. 2024-948, authorizing the acquisition of certain real property for use as a municipal cemetery; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to replace Chino Valley Town Code (the “Town Code”) Chapter 91, Reserved, with the provisions of that certain document titled “October 2025 Amendments to Chino Valley Town Code Chapter 91 Regarding the Chino Valley Cemetery” (the “Amendment”).

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. The Amendment, of which one paper copy and one electronic copy are maintained, in compliance with Ariz. Rev. Stat. § 44-7041, on file in the office of the Town Clerk as required by Ariz. Rev. Stat. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The Town Code is hereby amended to read as set forth in the Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

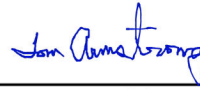
SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance, or of the amendments hereby adopted, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining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

SECTION 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.

SECTION 6. Except as otherwise provided, any person found responsible for violating any provisions of this ordinance or the cemetery rules and regulations adopted by the Town Manager shall be guilty of a civil violation, punishable by imposition of a civil sanction not to exceed \$500, and may additionally be subject to an order by the Town Manager barring such person from entering the cemetery for a reasonable period. Each day a violation continues shall be considered a separate violation. A person who commits a violation of this ordinance after previously having been found responsible for committing two or more civil violations of this ordinance within a 24-month period, whether by admission, by payment of the sanction, by

default, or by judgment after hearing, shall be guilty of a class one misdemeanor.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley
on this 28th day of October 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. 2025-954 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on October 28, 2025, and that quorum was present thereat and that the vote thereon was 7 ayes, 0 nays, and 0 abstentions. 0 Council members were absent or excused.



Erin N. Deskins, Town Clerk

**OCTOBER 2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 91
REGARDING
THE CHINO VALLEY CEMETERY**

CHAPTER 91: CHINO VALLEY CEMETERY

Section

General Provisions

- 91.01 Establishment
- 91.02 Cemetery Operations and Maintenance
- 91.03 Cemetery Rules and Regulations; Exceptions
- 91.04 Certain Past Transactions Affirmed
- 91.05 Cemetery Improvements; Other Modifications
- 91.07 Cemetery Hours
- 91.08 Conduct within the Cemetery

Accounting and Funds

- 91.20 Finance Director
- 91.21 Perpetual Care Fund
- 91.22 Operational Fund
- 91.23 Fees

Burial, Interment, and Disinterment

- 91.40 Certificate of Right of Interment; Other Documentation
- 91.41 Right to Select Cemetery Plot
- 91.42 Grave Markers

Funeral Homes and Mortuaries

- 91.60 Interment / Disinterment
- 91.61 Certificate of Insurance
- 91.62 Sub-Contracting
- 91.63 Funeral Home Responsibilities
- 91.64 Burial Reporting

GENERAL PROVISIONS

§ 91.01 ESTABLISHMENT.

The Chino Valley Cemetery is hereby established as a municipal cemetery on a parcel of real property at 1250 West Road 2 South, the legal description of which is on file in the Office of the Town Clerk.

§ 91.02 CEMETERY OPERATIONS AND MAINTENANCE.

The town owns the Chino Valley Cemetery and shall operate it for cemetery purposes consistent with best industry practices. The town may contract with third parties to perform some or all of the cemetery's day-to-day management, operations, and maintenance.

§ 91.03 CEMETERY RULES AND REGULATIONS; EXCEPTIONS.

(A) The Town Manager or designee is authorized to adopt and amend cemetery rules and regulations and take necessary, convenient, and proper measures to operate and maintain the cemetery, govern its use, and safeguard persons and property within the cemetery.

(B) Any person violating any provision of this chapter or the rules and regulations adopted by the Town Manager shall be subject to § 10.99 and may additionally be subject to an order by the Town Manager barring such person from entering the cemetery for a reasonable period.

(C) The Town Manager or designee is authorized to grant exceptions to this chapter or the rules and regulations adopted under this section if the need is well-defined and does not impact health and safety.

§ 91.04 CERTAIN PAST TRANSACTIONS AFFIRMED.

All interments completed before the first effective date of this ordinance are hereby reaffirmed to be legal, as to their families and survivors, and any illegal or irregular transactions regarding previous interments shall be resolved between the town and third parties at no cost to the family and survivors.

§ 91.05 CEMETERY IMPROVEMENTS; OTHER MODIFICATIONS.

(A) The town has sole authority regarding all improvements and other modifications within the cemetery.

(B) The town reserves the right to enlarge, reduce, or change the boundaries or grading of any section or part of the cemetery; to modify, relocate, remove, improve, or regrade roadways, features, landscapes, or walks, or any part thereof; to change the layout of unsold cemetery plots; and to create additional plots. No other entity, contractor, or funeral home may make any such modifications without the town's written permission.

§ 91.07 CEMETERY HOURS.

(A) The cemetery is open to the public from dawn to dusk every day.

(B) Any unauthorized person found on cemetery grounds after dark shall be considered a trespasser.

§ 91.08 CONDUCT WITHIN THE CEMETERY.

(A) All persons are reminded that cemetery grounds are devoted to the interment and repose of the dead. The conduct of persons within the cemetery must be respectful to those interred and their visitors.

(B) Children under 12 years old shall not be permitted on the cemetery grounds unless accompanied by an adult responsible for their conduct.

(C) Depositing rubbish on the walkways, roads, grounds, graves, or gravesites is prohibited.

(D) Willfully or maliciously damaging, altering, defacing, removing, or otherwise disturbing any cemetery property or grave markings is prohibited.

(E) Loitering on cemetery grounds is prohibited.

(F) Leash laws are enforced. Pet owners must pick up after their pets.

(G) Except for use in military services, firearms are prohibited within the cemetery.

(H) Alcohol is prohibited within the cemetery.

ACCOUNTING AND FUNDS

§ 91.20 FINANCE DIRECTOR.

The Finance Director shall maintain records of all monies received or expended in connection with the cemetery.

§ 91.21 PERPETUAL CARE FUND.

(A) *Established.* With the money the town received from the Chino Valley Cemetery (the Arizona nonprofit corporation) when it acquired the cemetery, a trust fund known as the “Cemetery Perpetual Care Fund” is hereby established to pay cemetery expenses in perpetuity. Interest income earned from the fund may be used to operate, maintain, improve, and expand the cemetery as needed. The fund shall comprise all bequests, donations, grants, or gifts of all kinds or property, in fee simple or otherwise, received by the town for cemetery maintenance purposes; additional amounts paid into the fund as determined by the Council; and any perpetual care fees established by Council resolution.

(B) *Minimum Balance.* The perpetual care fund must always maintain a minimum balance of \$100,000.

(C) *Investment.* The perpetual care fund shall be invested per A.R.S. § 9-453.

§ 91.22 OPERATIONAL FUND.

Any additional funds from the Chino Valley Cemetery (the Arizona nonprofit corporation) will be deposited into the town’s operating account and assigned to the Special Revenue Fund – Cemetery for regular cemetery operations and maintenance.

§ 91.23 FEES.

By resolution, from time to time, the Council may establish fee schedules incidental to the orderly operation and maintenance of the cemetery.

Error! Bookmark not defined.

BURIAL, INTERMENT, AND DISINTERMENT

§ 91.40 CERTIFICATE OF RIGHT OF INTERMENT; OTHER DOCUMENTATION.

(A) Interment in the cemetery requires (1) a disposition-transit permit obtained in accordance with state law, (2) a written permit—a Certificate of Right of Interment—obtained from the town, and (3) confirmation that the subject plot is not used, or will not be used by such interment, beyond its capacity. The Certificate of Right of Interment must include as much of the following as is reasonably obtainable: the deceased's name, age, date and place of birth, date and place of death, burial date, and marital status, and details about any relevant funeral home, funeral director, or mortuary. The person seeking the Certificate of Right of Interment is responsible for providing such information.

(B) Disinterment may be accomplished only with a Final Exhumation Order from the Arizona Superior Court, Yavapai County, Arizona, or through a State of Arizona Disinterment Permit.

§ 91.41 RIGHT TO SELECT CEMETERY PLOT.

The town reserves the exclusive right to select the site of a cemetery plot for interment requests. Plot locations are awarded on a first-come, first-served basis.

§ 91.42 GRAVE MARKERS.

At the time of burial, grave sites shall be identified by the mortuary with a permanent metal marker bearing the deceased's name, date of birth, and date of death.

FUNERAL HOMES AND MORTUARIES

§ 91.60 INTERMENT / DISINTERMENT.

Only funeral homes and directors properly licensed in Arizona and with the Town of Chino Valley shall be allowed to inter and disinter human remains in the cemetery. All interments and disinterments in the cemetery shall be performed only by qualified persons, firms, or corporations, or under their direct supervision. Grave openings and closings shall only be performed by a town-approved contractor or by town personnel.

§ 91.61 CERTIFICATE OF INSURANCE.

Upon application for a Town of Chino Valley Funeral Home Business License, and annually with the renewal of the business license, each funeral home shall, before undertaking any interments or disinterment, furnish the town with a current Certificate of Insurance naming the Town of Chino Valley as an additional insured in an amount of not less than \$1,000,000. Said insurance shall insure the town against all third-party liability claims of any and all kinds related to the funeral home or funeral director's operation, or anticipated operation, conducted or to be conducted in the cemetery, save and except the town shall be liable for its own negligence, gross negligence, or intentional acts and omissions. Additionally, any funeral home or funeral director, or their designees or subcontractors, agrees to hold the town harmless for all third-party liability claims of any and all kinds related to the funeral home or funeral director's operations, or anticipated operations, conducted or to be conducted in the cemetery.

§ 91.62 SUB-CONTRACTING.

Any funeral home or director licensed in Arizona may contract with any other funeral home or director for assistance, and any contract fees or charges shall be handled and resolved by and between the contracting funeral homes and directors.

§ 91.63 FUNERAL HOME RESPONSIBILITIES.

Funeral homes, funeral directors, mortuaries, or their subcontractors shall be responsible for all labor, equipment, and materials necessary to set up and remove lowering devices, vaults, tents, chairs, and any items necessary to properly conduct interment activities in the cemetery. During the gravesite services, said parties shall be responsible for the protection of adjoining lots and for repairing any damage caused to adjoining lots within 30 days of such damage.

§ 91.64 BURIAL REPORTING.

All interments shall be reported to the Town Clerk within 72 hours of burial, confirming the interred person's name and the interment details as defined in the Certificate of Right to Interment.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4c
MEETING DATE: 3/24/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to acknowledge scrivener's correction on Ordinance No. 2025-959 attachment approved on November 18, 2025, pursuant to Town Code §10.20 Authority to Correct Scrivener's Errors.

SUMMARY:

Town Code §10.20 grants authority to the Town Attorney and Town Clerk to correct scrivener's errors in the Town Code, Unified Development Ordinance, and ordinances, resolutions, and minutes adopted by Council or other public body without the need for re-adoption. Paragraph (C) provides that any such corrections shall be reported within three months of such correction at a regular meeting of the Council.

In the course of verifying Town Code edits submitted to American Legal Publishing Corporation regarding Ordinance No. 2025-959 adopting building and technical code amendments, the Clerk's Office came across several minor formatting and typographical errors as are annotated in the attached document.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept the acknowledgment of scrivener's correction on Ordinance No. 2025-959 attachment approved on November 18, 2025.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Scrivener's Error - ORD 2025-959 2024 Building and Technical Code Amendments
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TOWN OF CHINO VALLEY BUILDING AND TECHNICAL CODE AMENDMENTS, 2024 EDITION

7825624.4

ADOPTED BY REFERENCE BY ORDINANCE NO. 2025-959

SECTION 1. Chino Valley Town Code, Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001, Adoption of International Code Council Codes, is hereby amended, effective January 1, 2026, to read as follows:

§ 150.001 ADOPTION OF INTERNATIONAL CODE COUNCIL CODES.

BUILDING CODE

(A) **Adoption of the 2024 International Building Code.** That certain code entitled *International Building Code*, 2024 Edition, including Appendices C, E, G, I, and J, as published by the International Code Council, and amended by Section 150.001(A)(1) below, is hereby adopted as the town's building code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Building Code, 2024 Edition*, adopted herein. Paragraphs and section numbers refer to the numbering system of the *International Building Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section [A] 101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Building Code, hereinafter referred to as "this code."

- (b) **Section [A] 101.4.4 Property Maintenance.** Delete section in its entirety.

- (c) **Section [A] 101.4.5 Fire Prevention.** Delete section in its entirety.

- (d) **Section [A] 101.4.6 Energy.** Retitle as "International Energy Conservation Code, 2012 Edition."

- (e) **Section [A] 102.6 Existing Structures.** Amend to read as follows:

The legal occupancy of any structure existing on the date of the adoption of this code shall be permitted to continue without change, except as is specifically covered in this code and the *International Existing Building Code, 2024 Edition*, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

- (f) **Section [A] 105.2 Work Exempt from Permit.** Amend item 4 under "Building" to read as follows:

Retaining walls that are not over 32 inches in height measured from the top of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.

- (g) **Section [A] 109.3 Permit Valuations.** Amend to read as follows:

The determination of valuations to establish fees shall be guided by the International Code Council Valuation Schedule, the International Building Standards Magazine, and as adjusted to reflect current construction costs. Such fees shall be reviewed and adjusted annually by the Building Official.

- (h) **Section [A] 109.6 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than, 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (i) **Section [A] 110.3.3 Lowest Floor Elevation.** Delete section in its entirety.
- (j) **Section [A] 111.2 Certificate Issued.** Amend the first sentence to read as follows (leave items 1 through 12 unchanged):

After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the Town of Chino Valley or Yavapai County, the Building Official shall issue a Certificate of Occupancy that shall contain the following:

- (k) **Section [A] 111.3 Temporary Occupancy.** Amend to read as follows:

The Building Official is authorized to issue a Temporary Certificate of Occupancy before the completion and approval of the entire work covered by the building permit, provided that such portion or portions shall be occupied safely and pose no threat to workers or the general public. The applicant will furnish the Town with all relevant and appropriate approvals from outside jurisdictions and agencies for review by the Building Official or designee. Once approved, the Building Official shall set a time period during which the Temporary Certificate of Occupancy is valid.

- (l) **Section 113 Means of Appeals.** Retitle as "Building Advisory Board."

- (m) **Section [A] 113.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (n) **Section [A] 113.2 Limitations on Authority.** Delete section in its entirety.

- (o) **Section [A] 113.3 Qualifications.** Delete section in its entirety.

- (p) **Section [A] 113.4 Administration.** Delete section in its entirety.

- (q) **Section 201.4 Terms not defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Webster's Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.

- (r) **Section 202 Definitions.** Amend to add the following definitions:

DIRECTED CARE SERVICE. Care of residents, including personal care services, who are incapable of recognizing danger, summoning assistance, expressing need or making basic care decisions.

PERSONAL CARE SERVICE. The care of persons who do not require medical care. Personal care involves assistance with activities of daily living and includes responsibility for the safety of the persons while inside a building.

RESIDENTIAL CARE/ASSISTED LIVING HOME. A building or part thereof housing a maximum of 10 persons, two per bedroom, excluding staff, on a 24-hour basis, who because of age, mental

disability or other reasons, live in a supervised residential environment which provides supervisory, personal or directed services. This classification shall include, but not be limited to the following:

- Alcohol and Abuse Centers
- Assisted Living Facilities
- Convalescent Facilities
- Group Homes
- Halfway Houses
- Social Rehabilitation Facilities

SUPERVISORY CARE SERVICE. General supervision, including daily awareness of resident functioning and continuing needs.

- (s) **Section 901 General.** Delete in its entirety and replace with the following:

Fire protection systems shall be installed, repaired, operated, maintained, and enforced in accordance with the requirements of the Central Arizona Fire and Medical Authority (CAFMA) and the 2024 International Fire Code, as adopted and amended from time to time by CAFMA collectively with all CAFMA requirements. The Building Official shall assist CAFMA in the inspection, testing, and oversight of fire protection systems as may be required from time to time. The Building Official shall withhold approvals where fire protection systems are not in compliance with CAFMA requirements.

- (t) **Section 1102.1 Design.** Amend to read as follows:

Accessibility requirements will be those stated in the 2010 ADA Standards for Accessible Design and in the *2024 International Building Code*, Appendix E.

- (u) **Section 1206 Sound Transmission.** Delete section in its entirety.

- (v) **Table 1607.1 Minimum Uniformly Distributed Live Loads, L_0 , and Minimum Concentrated Live Loads.** Amend item 27 to change the "UNIFORM (psf)" values for "Uninhabitable attics with storage" and "Habitable attics and sleeping areas" to 40 psf.

- (w) **Section 1809.4 Depth of Footings.** Amend to read as follows:

The minimum depth of footings below the undisturbed ground surface shall be 18 inches.

- (x) **Section 3114.1 General.** Amend the first paragraph to read as follows and delete the exceptions:

The provisions of Section 3114 and other applicable sections of "this code" shall apply to Intermodal Shipping Containers that have been repurposed for use as a building. Such buildings shall bear an existing data plate containing the information set forth in Section 3114.3. These structures are for accessory use only. They are prohibited for habitable use. The containers may not be stacked or connected. Any structural alterations shall be designed by an engineer and approved by the Building Official prior to any permit issuance.

RESIDENTIAL CONSTRUCTION CODE

(B) **Adoption of the 2024 International Residential Code.** That certain code entitled *International Residential Code, 2024 Edition*, including Appendices BB, BD, BF, BH, BO, CA, CB, CD, CE, CF, as published by the International Code Council, and amended by Section 150.001(B)(1) below, is hereby adopted as the town's residential code for one- and two-family dwellings, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Residential Code, 2024 Edition*, adopted herein. Paragraphs and section numbers refer to the numbering system of the *International Residential Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section R101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Residential Code for One- and Two-Family Dwellings, hereinafter referred to as "this code."

- (b) **Section R102.6 Existing Structures.** Amend to read as follows:

The legal occupancy of any structure existing on the date of the adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

- (c) **Section R104.3.1 Determination of Substantially Improved or Substantially Damaged Existing Buildings in Flood Hazard Areas.** Delete section in its entirety.

- (d) **Section R105.2 Work Exempt from Permit.** Amend item 10 under "Building" to read as follows:

Decks with a walking surface no more than 30 inches above the surrounding grade and with less than 120 sq. ft. of surface area.

- (e) **Section R108.3 Building Permit Valuations.** Amend to read as follows:

The determination of valuations to establish fees shall be guided by the regionally modified building valuations recommended by the "International Code Council Valuation Schedule," the "International Building Standards" Magazine, and as adjusted to reflect current construction costs. Such fees shall be reviewed and adjusted annually by the Building Official.

- (f) **Section R108.5 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than, 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (g) **Section R112 Means of Appeals.** Retitle as "Building Advisory Board."

- (h) **Section R112.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (i) **Section R112.2 Limitations on Authority.** Delete section in its entirety.

- (j) **Section R112.3 Qualifications.** Delete section in its entirety.

- (k) **Section R112.4 Administration.** Delete section in its entirety.

- (l) **Section R201.4 Terms Not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Webster's Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.

- (m) **Table R301.2 Climatic and Geographic Design Criteria.** Delete in its entirety and replace with the following:

Roof Snow Load		30 psf (non-reducible)
Ground Snow Load		43 psf
Wind Design – Speed		105 mph – 3-Second Gust; Exposure C
Seismic Design Category		C
Subject to Damage From	Weathering	Negligible
	Frost Line Depth	18 inches
	Termite	Moderate
	Decay	Slight
Winter Design Temperature		PV + 15 Degrees
Ice Barrier Underlayment Required		No
Flood Hazards		Administered by the Building Official
Air Freezing Index		124
Mean Annual Temperature		53 Degrees

- (n) **Section R301.1.4 Intermodal Shipping Containers.** Amend to read as follows:

The provisions of Section 3114 and other applicable sections of this code shall apply to Intermodal Shipping Containers that have been repurposed for use as a building. Such buildings shall bear an existing data plate containing the information set forth in Section 3114.3 of the *2024 International Building Code*. Intermodal Shipping Containers are for accessory use only. They are prohibited for habitable use. The containers may not be stacked or connected. Any structural alterations shall be designed by an engineer and approved by the Building Official prior to any permit issuance.

- (o) **Table R301.5 Minimum Uniformly Distributed Live Loads.** Amend the “UNIFORM LOAD (psf)” values for “Uninhabitable Attics with Limited Storage” and “Sleeping Areas” to 40 psf.

- (p) **Section R309 Automatic Fire Sprinklers.** Amend to add, “Fire sprinkler systems must meet the State of Arizona Statutes and the requirements set forth by the Central Arizona Fire and Medical Authority.”

- (q) **Section R309.1 Townhouse Automatic Sprinkler Systems.** Delete section in its entirety.

(r) **Section R309.2 One- and Two-Family Dwellings Automatic Sprinkler Systems.** Delete section in its entirety.

(s) **Section R313.1 Minimum Height.** Amend to read as follows:

The minimum ceiling height for any habitable room shall be 7'6" (seven feet, six inches).

(t) **Section R403.1.3.1 Concrete Stem Walls with Concrete Footings.** Amend to read as follows:

Foundations with stem walls shall be provided with the following steel reinforcement, unless an engineered design is provided by a licensed Arizona Design Professional:

1. For non-retaining stem walls less than twenty-four inches (24") in height, a bond beam composed of one horizontal #4 rebar is required at the top of the wall, and one #4 vertical rebar is provided at forty-eight inches (48") on center. The vertical reinforcement shall extend into the footing with a bent hook having a minimum of a six-inch (6") 90-degree bend.
2. For stem walls twenty-four inches (24") to forty-eight inches (48") in height, a bond beam composed of two horizontal #4 rebar, or one #5 rebar, is required at the top of the wall, and one #4 vertical rebar is provided at forty-eight inches (48") on center. The vertical reinforcement shall extend into the footing with a bent hook having a minimum of a six-inch (6") 90-degree bend.
3. For stem walls over forty-eight inches (48") in height or retaining two (2) or more feet of earth, engineering may be required to determine footing size, wall thickness, materials, steel placement and size (depending on soil conditions), height, surcharge loading, or other requirements at the option of the building official (or his designee).

(u) **Section R403.1.4 Minimum Depth.** Amend to read as follows:

All exterior footings shall be placed a minimum of eighteen inches (18") into undisturbed or compacted soil approved by the building official.

(v) **Section R403.1.4.1 Frost Protection.** Delete section in its entirety.

(w) **Section R404.1.2 Design of Masonry Foundation Walls.** Amend to read as follows:

Masonry foundation walls shall be constructed as set forth in Tables R404.1.2.1(1) and R404.1.1(4) of the 2024 International Residential Code for the most restrictive design soil class, provided that the minimum vertical reinforcement is #4 bar spaced no more than 48 inches on center and shall also comply with the provisions of this section and the applicable provisions of Sections R606, R607 and R608. In Seismic Design Categories D0, D1, and D2, concrete masonry foundation walls shall comply with Section R404.1.4 of the 2024 International Residential Code. Rubble stone masonry walls shall not be used in Seismic Design Categories C, D0, D1, or D2.

(x) **Section R404.1.3 Concrete Foundation Walls.** Amend to read as follows:

Concrete foundation walls shall be constructed as set forth in Tables R404.1.2.1 (1), R404.1.2.1 (2), and R404.1.2.1 (3) of the 2024 International Residential Code for the most restrictive design soil class, provided that the minimum vertical reinforcement is #4 spaced no more than 48 inches on center, and shall also comply with the provisions of this section and the applicable provisions of Sections R402.2 and R612 of the 2024 International Residential Code.

When Tables R404.4.1.2.1 (1) through R404.4.1.2.1 (5) of the *International Residential Code, 2024 Edition* are utilized for concrete foundation walls, reinforcement shall be as required for soil Group III, as established by Table R405.1 of the 2024 International Residential Code, provided that the minimum vertical reinforcement is #4 bar spaced no more than 48" on center. Where Tables R404.4.1.2.1 (1) through R404.4.1.2.1 (5) of the 2024 International Residential Code indicate N/R for vertical reinforcement size and spacing or where the Tables do not indicate the maximum height of unbalanced backfill for various heights, vertical reinforcement and spacing shall be provided as follows:

Maximum Unbalanced Backfill Heights (Ft)	Minimum Vertical Reinforcement Size and Spacing on Center
4' and less	#4 @ 48"
5'	#4 @ 32" or #5 @ 48"
6'	#4 @ 20" or #5 @ 32"
7'	#4 @ 12" or #5 @ 20"

Commented [SB1]: Added @

- (y) **Section R506.3 Site Preparation.** Delete section in its entirety.
- (z) **Section R506.3.3 Vapor Retarder.** Delete section in its entirety.
- (aa) **Section R606.12.2.2.3 Reinforcement Requirements for Masonry Elements.** Amend item 2 to read as follows:

Vertical reinforcement of at least one #4 bar shall be provided at corners, within 16 inches of each side of openings, within 8 inches of each side of movement joints, within 8 inches of the ends of walls, and at a maximum overall spacing of 48 inches.
- (bb) **Table R702.3.5 Minimum Thickness and Application of Gypsum Board.** Delete Footnote 'D' in its entirety.
- (cc) **Section R1004.1 General.** Amend by adding a new second sentence to read as follows:

All factory-built fireplaces shall comply with 40 CFR 60, subpart AAA, revised March 16, 2015, and with A.R.S. § 9-500.16.
- (dd) **Chapter 11 Energy Efficiency.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(F), Adoption of the 2012 International Energy Conservation Code.
- (ee) **Section M1307.3 Elevation of Ignition Source.** Amend the exception to read as follows:

Exception: This shall not apply to the following appliances:

 1. Clothes dryers or manufactured sealed ignition (pilot) water heating systems installed in a private garage.
- (ff) **Section M1414.1 General.** Amend the second sentence to read as follows:

All factory-built fireplaces shall comply with 40 CFR 60, subpart AAA, revised March 16, 2015, and with A.R.S. § 9-500.16.

(gg) **Section G2415.5 Fittings in Concealed Locations.** Amend to read as follows:

Fittings installed in concealed locations shall be limited to the following types:

1. Threaded elbows, tees, couplings, plugs, and caps.
2. Brazed fittings.
3. Welded fittings.
4. Fittings listed to ANSI LC1/CSA 6.26 or ANSI LC4/CSA 6.32.

Flexible gas piping shall not be used in exterior walls.

(hh) **Section P2902.3.5 Reduced Pressure Principle Backflow Preventer Assemblies.** Amend by adding a second paragraph to read as follows:

If only one backflow device is required to be installed on a system, it shall be a reduced-pressure principle backflow preventer. If more than one backflow device is required to be installed on a system, the reduced-pressure principle backflow preventer shall be installed between the water meter and all other devices. The additional devices shall be as specified in Table P2902.3.

(ii) **Section P2902.4 Protection of Potable Water Outlets.** Amend to read as follows:

All connections to the potable water shall conform to Sections P2902.4.1 through P2902.6.3.

(jj) **Section P2904 Dwelling Units Fire Sprinkler Systems.** Delete section in its entirety.

(kk) **Section E3401.2 Scope.** Amend by adding a second paragraph to read as follows:

Exception: Residential stand-alone electrical systems must comply with Article 710 of the *NFPA 70, National Electrical Code, 2023 Edition*, as amended and adopted by the Town of Chino Valley.

(ll) **Section E3901.4.2 Island and Peninsular Countertops and Work Surfaces.** Amend to read as follows:

A minimum of one (1) receptacle outlet is required for all island and peninsular work surfaces and shall be installed in accordance with Section E3901.4.3.

(mm) **Section E3901.4.3 Receptacle Outlet Location.** Amend by adding a new item 4 to read as follows:

Receptacle outlets located below the countertop of an island or peninsula shall only be installed where the countertop overhang does not exceed one and a half (1 ½") inches and is located within twelve (12") inches of the top of the work surface.

(nn) **Section E3902.2 Garage and Accessory Building Receptacles.** Amend by adding a second paragraph to read as follows:

Exception: A dedicated 15 to 20 - amp Simplex receptacle serving a refrigerator or freezer shall not require GFCI protection.

(oo) **Section E3902.6 Kitchen Receptacles.** Amend by adding a second paragraph to read as follows:

Exception: This shall not apply to Simplex receptacles serving refrigerators or cabinet-mounted microwave ovens.

(pp) **Section E3902.12 Specific Appliance Outlets.** Amend by deleting items 5, 6, and 8.

(qq) **Section E4002.14 Tamper-Resistant Receptacles.** Delete section in its entirety.

INTERNATIONAL FUEL GAS CODE

(C) **Adoption of the 2024 International Fuel Gas Code.** That certain code entitled *International Fuel Gas Code, 2024 Edition*, including Appendices B and C, as published by the International Code Council, and amended by Section 150.001(C)(1) below, is hereby adopted as the town's fuel gas code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Fuel Gas Code, 2024 Edition*, adopted herein. Paragraphs and section numbers refer to the numbering system of the *International Fuel Gas Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section [A] 101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Fuel Gas Code, hereinafter referred to as "this code."

- (b) **Section [A] 101.2.2 Gaseous hydrogen systems.** Amend to read as follows:

Gaseous hydrogen systems shall be regulated by Chapter 7. All Interpretation and Enforcement of Chapter 7 shall be delegated to the Central Arizona Fire and Medical Authority (CAFMA).

- (c) **Section [A] 103.1 Creation of Agency.** Amend to read as follows:

The Building and Safety Division shall be the Enforcement Agency for this code, and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions in this code.

- (d) **Section [A] 108.6 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (e) **[A] Section 112 (IFGC) Means of Appeals.** Retitle as "Building Advisory Board."

Commented [SB2]: Removed typo.

- (f) **Section [A] 112.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (g) **Section [A] 112.2 Limitations on Authority.** Delete section in its entirety.

- (h) **Section [A] 112.3 Qualifications.** Delete section in its entirety.

- (i) **Section [A] 112.4 Administration.** Delete section in its entirety.

- (j) **Section 201.4 Terms Not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meaning such as the context implies. *Webster's Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.

~~(a)~~(k) **Section 202 (IFGC) General Definitions.** Amend the definition of "Code Official" to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the *2024 International Building Code*.

- ~~(b)~~(l) **Section 303.7 Pit Locations.** Amend to add a second paragraph to read as follows:

Liquefied petroleum gas piping shall not serve any gas-fired appliance or equipment located in a pit or basement where heavier-than-air gas might collect to form a flammable mixture.

~~(c)~~(m) **Section 310.1 Pipe and Tubing Other Than CSST.** Amend to add the following to the end of the paragraph:

Underground ferrous gas piping shall be electrically isolated from the rest of the gas system with listed or approved isolation fittings installed a minimum of six (6) inches above grade.

- ~~(d)~~(n) **Section 404.5 Fittings in Concealed Locations.** Amend to read as follows:

Fittings installed in concealed locations shall be limited to the following types:

1. Threaded elbows, tees, couplings, plugs, and caps.
2. Brazed fittings.
3. Welded fittings.
4. Fittings listed to ANSI LC1/CSA 6.26 or ANSI LC4/CSA 6.32.

Flexible gas piping shall not be used in exterior walls.

- ~~(e)~~(o) **Section 404.12 Minimum Burial Depth.** Amend to read as follows:

Underground piping systems shall be installed at a minimum depth of 18 inches below grade except as provided for in Section 404.12.1.

- ~~(f)~~(p) **Section 406.4.1 Test Pressure.** Amend to read as follows:

The test pressure to be used shall be no less than 1 ½ times the proposed maximum working pressure, but not less than 10 PSIG, irrespective of design pressure. Where the test pressure exceeds 125 PSIG, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

- ~~(g)~~(q) **Section 409.1.3 Access to Shutoff Valves.** Amend to read as follows:

Shutoff valves shall be located in places so as to provide access for operation and shall be installed so as to be protected from damage. All buildings shall be provided with a shutoff valve located at the point of entrance to the building on the downstream side of the gas meter or

Commented [SB3]: Continued sections to reflect consecutive letters.

supply source. Multiple buildings on the same system shall have a separate shutoff valve for each building.

[\(h\)\(r\)](#) **Section 602 (IFGC) Decorative Appliances for Installation in Fireplaces.** Amend to add a new section 602.4 to read as follows:

Section 602.4 Gas Logs. Approved gas logs installed in solid-fuel-burning fireplaces shall comply with the following:

1. The gas log shall be installed in accordance with the manufacturer's installation instructions.
2. If the fireplace is equipped with a damper, it shall be permanently blocked open to a sufficient amount to prevent spillage of combustion products into the room.
3. The minimum flue passageway shall not be less than 1 square inch per 2,000 Btu/h input.
4. Gas logs, when equipped with a pilot, shall have a listed safety shutoff valve.

MECHANICAL CODE

(D) **Adoption of the 2024 International Mechanical Code.** That certain code entitled *International Mechanical Code, 2024 Edition*, including Appendix A, as published by the International Code Council, and amended by Section 150.001(D)(1) below, is hereby adopted as the town's mechanical code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Mechanical Code, 2024 Edition*, adopted herein. Paragraph and section numbers refer to the numbering system of the *International Mechanical Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section [A] 101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Mechanical Code, hereinafter referred to as "this code."

- (b) **Section [A] 103.1 Creation of Agency.** Amend to read as follows:

The Building and Safety Division shall be the Enforcement Agency for this code, and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions in this code.

- (c) **Section [A] 108.6 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than, 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (d) **Section 112 Means of Appeals.** Retitle as "Building Advisory Board."

- (e) **Section 112.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (f) **Section 112.2 Limitations on Authority.** Delete section in its entirety.

- (g) **Section 112.3 Qualifications.** Delete section in its entirety.

- (h) **Section 112.4 Administration.** Delete section in its entirety.

- (i) **Section 113 Board of Appeals.** Delete section in its entirety.

- (j) **Section 201.4 Terms Not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Webster's Third New*

International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

- (k) **Section 202 General Definitions.** Amend the definition of “Code Official” to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the *2024 International Building Code*.

- (l) **Section 903.1 General.** Amend to read as follows:

Factory-built fireplaces shall be listed and labeled and shall be installed in accordance with the conditions of the listing. All factory-built fireplaces shall comply with 40 CFR 60, subpart AAA, revised March 16, 2015.

- (m) **Section 904.1 General.** Amend to read as follows:

Pellet fuel-burning appliances shall be listed and labeled in accordance with ASTM E1509 and shall be installed in accordance with the terms of the listing. All factory-built fireplaces shall comply with 40 CFR 60, subpart AAA, revised March 16, 2015.

- (n) **Section 905.1 General.** Amend to read as follows:

Fireplace stoves and solid-fuel-type room heaters shall be listed and labeled and shall be installed in accordance with the conditions of the listing. Fireplace stoves shall be tested in accordance with UL 737. All factory-built fireplaces shall comply with 40 CFR 60, subpart AAA, revised March 16, 2015, and with A.R.S. § 9-500.16. Solid-fuel-type room heaters shall be tested in accordance with UL 1482. Fireplace inserts intended for installation in fireplaces shall be listed and labeled in accordance with the requirements of UL 1482 and shall be installed in accordance with the manufacturer’s instructions. New wood-burning residential hydronic heaters shall be EPA certified.

PLUMBING CODE

(E) **Adoption of the 2024 International Plumbing Code.** That certain code entitled *International Plumbing Code, 2024 Edition*, including Appendices D and E, as published by the International Code Council, and amended by Section 150.001(E)(1) below, is hereby adopted as the town's plumbing code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Plumbing Code, 2024 Edition*, adopted herein. Paragraph and section numbers refer to the numbering system of the *International Plumbing Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section 101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Plumbing Code, hereinafter referred to as "this code."

- (b) **Section 103.1 Creation of Agency.** Amend to read as follows:

The Building and Safety Division shall be the Enforcement Agency for this code, and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions in this code.

- (c) **Section 108.6 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than, 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (d) **Section 112 Means of Appeals.** Retitle to read, "Building Advisory Board"

- (e) **Section 112.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (f) **Section 112.2 Limitations on Authority.** Delete in its entirety.

- (g) **Section 112.3 Qualifications.** Delete in its entirety.

- (h) **Section 112.4 Administration.** Delete in its entirety.

- (i) **Section 113 Board of Appeals.** Delete in its entirety.

- (j) **Section 201.4 Terms not defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Webster's Third New*

International Dictionary of the English Language, Unabridged, shall be considered as providing ordinarily accepted meanings.

- (k) **Section 202 General Definitions.** Amend the definition of “Code Official” to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the 2024 *International Building Code*.

- (l) **Section 305.4 Freezing.** Amend to read as follows:

Water, soil, and waste pipes shall not be installed outside of a building, in attics or crawl spaces, concealed in outside walls, or in any other place subjected to freezing temperatures unless adequate provision is made to protect such pipes from freezing by insulation or heat, or both. Exterior water supply system piping shall be installed not less than 6 inches (152 mm) below the frost line and not less than 18 inches (457.2 mm) below grade.

- (m) **Section 305.4.1 Sewer Depth.** Amend to read as follows:

Building sewers that connect to private sewage disposal systems shall be installed not less than 18 inches (457.2 mm) below finished grade at the point of septic tank connection. Building sewers shall be installed not less than 18 inches (457.2 mm) below grade.

- (n) **Section 403.1 Minimum Number of Fixtures.** Amend to add the following footnotes to Table 403.1:

- G. Water coolers, goose neck spigots at a non-restroom/utility sink, or bottled water dispensers may be substituted for drinking fountains in B, M, and S occupancies with 25 or fewer occupants. Such water shall be free of charge and accessible to the public.
- H. Goose neck faucets on a lavatory or a hose bibb located within a restroom may be substituted for the required utility sink in B, M, and S occupancies with 25 or fewer occupants. Hose bibbs shall comply with Section 608.16.4.2 of the International Plumbing Code.
- I. Family or assisted-use toilet and bath fixtures restrooms shall consist of a minimum of a 117.1-2009 compliant toilet, lavatory sink, urinal, and baby changing table with accommodating accessible clearances per 117.1- 2009.

- (o) **Section 603 Water Service.** Amend to add a new section 603.2.1.1 to read as follows

Section 603.2.1.1 Burial Depth. The water service pipe shall be buried a minimum of 18 inches below finish grade and shall be covered with clean backfill free of sharp rocks.

- (p) **Section 606.1 Location of Full-Open Valves.** Amend to delete item 2.

- (q) **Section 608.16.4.2 Hose connections.** Amend to add the following after the first sentence:

Yard hydrants connected to the potable water system shall be Sanitary Yard Hydrants.

INTERNATIONAL ENERGY CONSERVATION CODE

(F) **Adoption of the 2012 International Energy Conservation Code.** That certain code entitled *International Energy Conservation Code, 2012 Edition*, as published by the International Code Council, and amended by Section 150.001(F)(1) below, is hereby adopted as the town's energy conservation code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Energy Conservation Code, 2012 Edition*, as adopted herein. Paragraphs and section numbers refer to the numbering system of the *International Energy Conservation Code, 2012 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section C101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Energy Conservation Code, hereinafter referred to as "this code."

- (b) **Section C102.1 General.** Amend by adding a new section C102.1.2 to read as follows:

Section C102.1.2 Pre-Approved Energy Efficiency Programs.

1. U.S. Green Building Council LEED.
2. Energy Star.
3. U.S. Department of Energy Res-Check.
4. U.S. Department of Energy Comm-Check.

- (c) **Section C103 Construction Documents.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (d) **Section C105 Validity.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (e) **Section C106 Referenced Standards.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (f) **Section C107 Fees.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (g) **Section C108 Stop Work Order.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (h) **Section C109 Board of Appeals.** Retitle as “Building Advisory Board.”

- (i) **Section C109.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (j) **Section C109.2 Limitations on Authority.** Delete section in its entirety.

- (k) **Section C109.3 Qualifications.** Delete section in its entirety.

- (l) **Section C201.3 Terms Defined in Other Codes.** Amend to read as follows:

Where terms are not defined in this code and are defined in the *International Fuel Gas Code, 2024 Edition*, *International Mechanical Code, 2024 Edition*, *International Plumbing Code, 2024 Edition*, *International Building Code, 2024 Edition*, or *NFPA 70, National Electrical Code, 2023 Edition*, each as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, such terms shall have the meanings ascribed to them in those codes.

- (m) **Section C201.4 Terms Not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meaning such as the context implies. *Webster’s Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.

- (n) **Section C202 General Definitions.**

1. Amend the definition of “Code Official” to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the *2024 International Building Code*.

2. Amend the definition of “Approved” to read as follows:

Approval by the Building Official of materials, types of construction, equipment, and systems as the result of investigations and tests conducted by the Building Official, or by reason of accepted principles of testing by recognized authorities and technical or scientific organizations.

3. Amend the definition of “Approved Agency” to read as follows:

An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the Building Official.

4. Amend the definition of "Occupancy" to read as follows:

The purpose for which a building, or part thereof, is used or intended to be used.

- (o) **Table C301.1.** Amend to read as follows:

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- (p) **Section C402 Building Envelope Requirements.** Delete section in its entirety.

- (q) **Section R101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Energy Conservation Code, hereinafter referred to as "this code."

- (r) **Section R102.1 General.** Amend by adding a new section R102.1.2 to read as follows:

Section R102.1.2 Pre-Approved Energy Efficiency Programs.

1. U.S. Green Building Council LEED.
2. Energy Star.
3. U.S. Department of Energy Res-Check.
4. U.S. Department of Energy Comm-Check.

- (s) **Section R103 Construction Documents.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (t) **Section R105 Validity.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (u) **Section R106 Referenced Standards.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (v) **Section R107 Fees.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (w) **Section R108 Stop Work Order.** Amend to read as follows:

Refer to the requirements of the *2024 International Building Code*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

- (x) **Section R109 Board of Appeals.** Retitle as “Building Advisory Board.”
- (y) **Section R109.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.
- (z) **Section R109.2 Limitations on Authority.** Delete section in its entirety.
- (aa) **Section R109.3 Qualifications.** Delete section in its entirety.
- (bb) **Section R201.3 Terms Defined in Other Codes.** Amend to read as follows:

Where terms are not defined in this code and are defined in the *International Fuel Gas Code, 2024 Edition, International Mechanical Code, 2024 Edition, International Plumbing Code, 2024 Edition, International Building Code, 2024 Edition*, or *NFPA 70, National Electrical Code, 2023 Edition*, each as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, such terms shall have the meanings ascribed to them in those codes.
- (cc) **Section R201.4 Terms not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have their ordinarily accepted meaning such as the context implies. *Webster’s Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.
- (dd) **Section R202 General Definitions.**
 - 1. Amend the definition of “Code Official” to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the *2024 International Building Code*.
 - 2. Amend the definition of “Approved” to read as follows:

Approval by the Building Official of materials, types of construction, equipment, and systems as the result of investigations and tests conducted by the Building Official, or by reason of accepted principles of testing by recognized authorities and technical or scientific organizations.
 - 3. Amend the definition of “Approved Agency” to read as follows:

An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved by the Building Official.
 - 4. Amend the definition of “Occupancy” to read as follows:

The purpose for which a building, or part thereof, is used or intended to be used.
- (ee) **Table R301.1.** Amend to read as follows:

Arizona, Town of Chino Valley Zone 4B.
- (ff) **Section R402 Building Thermal Envelope.** Delete section in its entirety.

INTERNATIONAL EXISTING BUILDING CODE

(G) **Adoption of the 2024 International Existing Building Code.** That certain code entitled *International Existing Building Code, 2024 Edition*, as published by the International Code Council, and amended by Section 150.001(G)(1) below, is hereby adopted as the town's existing building code, and said code is referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said code shall be kept on file and available for public use in the offices of the Town Clerk and the Planning and Building Department.

(1) **Amendments.** The following amendments, additions, and deletions are hereby made to the *International Existing Building Code, 2024 Edition*, adopted herein. Paragraph and section numbers refer to the numbering system of the *International Existing Building Code, 2024 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (a) **Section [A] 101.1 Title.** Amend to read as follows:

These regulations shall be known as the Town of Chino Valley Existing Building Code, hereinafter referred to as "this code."

- (b) **Section [A] 103.1 Creation of Agency.** Amend to read as follows:

The Building and Safety Division shall be the Enforcement Agency for this code, and the official in charge thereof shall be known as the Building Official. The function of the agency shall be the implementation, administration, and enforcement of the provisions in this code.

- (c) **Section [A] 108.6 Refunds.** Amend to read as follows:

The Building Official shall be authorized to refund any fee paid hereunder, which was erroneously paid or collected.

The Building Official shall be authorized to refund, up to and not more than, 75 percent of the permit fee paid when the permit is withdrawn or canceled before any work has commenced. Plan check fees are nonrefundable. A written request by the applicant shall be submitted to the Building Official outlining the refund request before the refund process will begin.

- (d) **Section 112 Means of Appeals.** Retitle as "Building Advisory Board."

- (e) **Section [A] 112.1 General.** Amend to read as follows:

Refer to the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.007, Building Advisory Board.

- (f) **Section [A] 112.2 Limitations on Authority.** Delete section in its entirety.

- (g) **Section [A] 112.3 Qualifications.** Delete section in its entirety.

- (h) **Section [A] 112.4 Administration.** Delete section in its entirety.

- (i) **Section 201.4 Terms Not Defined.** Amend to read as follows:

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies. *Webster's Third New International Dictionary of the English Language, Unabridged*, shall be considered as providing ordinarily accepted meanings.

- (j) **Section 202 General Definitions.** Amend the definition of “Code Official” to read as follows:

The officer or other designated authority charged with the administration and enforcement of this code, or a duly authorized representative. The Code Official shall be the Building Official as defined in the *2024 International Building Code*.

SECTION 2. Chino Valley Town Code, Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.004, Electrical Code, is hereby amended, effective January 1, 2026, to read as follows:

§ 150.004 ELECTRICAL CODE.

(A) **Adoption of the 2023 NFPA 70 National Electrical Code.** That certain code entitled *NFPA 70, National Electrical Code, 2023 Edition*, as published by the National Fire Protection Association, and amended by Section 150.004(A)(1) below, is hereby adopted as the town's electrical code, and said code is hereby referred to and made a part hereof as though fully set forth in this section. One paper copy and one electronic copy maintained in compliance with A.R.S. § 44-7041 of said electrical code shall be kept on file and available for public use in the offices of the Town Clerk and Planning and Building Department.

(1) Amendments. The following amendments, additions, and deletions are hereby made to the *NFPA 70, National Electrical Code, 2023 Edition*, as adopted herein. Paragraphs and section numbers refer to the numbering system of the *NFPA 70, National Electrical Code, 2023 Edition*. Code references not amended in this section shall be enforced as published in the reference document.

- (k) **Article 90.2 Use and Application.** Amend to add a new article 90.2.1 to read as follows:

Article 90.2.1 Title.

These regulations shall be known as the Town of Chino Valley Electrical Code, hereinafter referred to as "this code." The Town of Chino Valley shall be the "Authority Having Jurisdiction."

- (l) **Article 210.8 (A) Dwelling Units.** Amend to add a new exception to read as follows:

Exception 5: A dedicated 15 to 20 - amp Simplex receptacle serving a refrigerator or freezer shall not require GFCI protection."

- (m) **Article 210.52(C)(2) Island and Peninsular Countertops and Work Surfaces.** Amend to read as follows:

A minimum of one (1) receptacle outlet is required for all island and peninsular work surfaces and shall be installed according to the requirements set forth in section Article 210.52(C)(3).

- (n) **Article 210.52(C)(3) Receptacle Outlet Location.** Amend to add a new item 4 to read as follows:

Receptacle outlets located below the countertop of an island or peninsula shall only be installed where the countertop overhang does not exceed one and a half (1 ½") inches and is located within twelve (12") inches of the top of the work surface.

- (o) **Article 406.12 Tamper Resistant Receptacles in Dwelling Units.** Delete article in its entirety.

- (p) **Article 710.15 General.** Amend to add a new exception to read as follows:

Exception: Stand-alone electrical systems serving residential one- and two-family dwellings must comply with E3602 and E3704 of the *International Residential Code, 2024 Edition*, as amended by the Town of Chino Valley, Arizona, Code of Ordinances Title XV, Land Usage, Chapter 150, Building Regulations; Construction, Section 150.001(A), Adoption of the *2024 International Building Code*.

SECTION 3. Chino Valley Town Code, Title XV, Land Usage, Chapter 150, Building Regulations; Construction, is hereby amended, effective January 1, 2026, to add a new Section 150.999, to read as follows:

§ 150.999 PENALTY.

It shall be unlawful for any person to violate, or cause the violation of, any provision of this chapter. Any person found guilty of violating any provision of this chapter shall be guilty of a Class 1 misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed \$2,500 or by imprisonment for a period not to exceed six months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4f
MEETING DATE: 3/24/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 23, 2026, public hearing minutes.

STAFF RECOMMENDATION:

Approve the February 23, 2026, public hearing minutes.

ATTACHMENTS:

1.	2026 02 23 CC PH MND_wWM
2.	MND Attachment

**MINUTES OF THE PUBLIC HEARING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
MONDAY, FEBRUARY 23, 2026**

5:00 PM

**GRACE CHURCH | 2010 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

1. CALL TO ORDER, ROLL CALL

Mayor Armstrong called the meeting to order at 5:08 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 Scott McCoy, Officer Anthony Davis (Sgt. at Arms), Officer Dylan Wilhide (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Police Chief Josh McIntire, Lieutenant Amy Chamberlin, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Records Specialist Lisa Nottebaum, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

Mayor Armstrong announced that 120 people had asked to speak and at three minutes per speaker that would be six hours. He asked for decorum, politeness, conciseness, that conversations be kept to a minimum, and requested that those in attendance with signs would not block anyone's view. He requested that cell phones be put on mute or vibrate.

2. DISCUSSION ITEMS

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

- a. Public Hearing regarding **ZC-2025-03 & CUP-2025-05** – For the rezoning of approximately 390 acres from Single Family Residential, minimum 2-acre lots (SR-2), to Agricultural Residential, minimum 36-acre lots (AR-36), along with a Conditional Use Permit to allow the construction and operation of a privately owned and operated airfield and associated uses. The property is generally located east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona 86323.

Terri Denemy, Town Manager, presented the following:

- She appreciated the ongoing discourse, but stated that it had not always been respectful online and stated that she had never worked for a Council that was so dedicated to the best interests of the town as this one is and stated that they read everything, reach out, do research, etc. She was dismayed to hear people accusing them of bribes, collusion, etc. She

asked for respect for their positions and the tough decisions they have to make for a town with limited resources.

- She stated that it is the job of staff to work with developers to bring the best project possible to Council for their consideration, and they make the best decision they can on behalf of the town.

Will Dingee, Assistant Development Services Director, presented the following:

- Gave a brief overview of the location of the project.
- Reviewed the zoning of the property and the surrounding properties.
- Discussed the proposed development phases (Phase 1–4). CUP approval does not automatically approve the phases. The applicant would have to come back for approval of all phases.
- Reviewed the AR-36 zone, its history in the Town Code, and listed the proposed uses.
- Discussed how the project conforms to the General Plan.
- Provided a map of the airspace from Prescott Regional Airport and the proposed project.
- Discussed flights, touch and go's, maneuvers, and the hours of operation of the proposed project.
- Gave details on the Cottonwood airport and its impact on the community, and the differences between Cottonwood and Chino Valley.
- Discussed fire protection at the proposed airstrip and the potential fiscal impact.
- Gave a brief overview of additional considerations such as wildlife coordination, lighting, and environmental compliance.

Mayor Armstrong opened the Public Hearing.

Lyn Major, a town resident in favor of the project, presented the following:

She was raised in Perkinsville and Chino Valley and her family has always supported business in Chino Valley and was active in the community, serving on boards and other community organizations. The ranch had been passed down several generations and supported wildlife with feed and water. She discussed the changes and development of the Town, which the Perkins never protested. She stated the family annexed into the Town to benefit the future of Chino Valley and its residents.

Danny Major, a town resident in favor of the project, presented the following:

He grew up on the ranch in the north part of the county and described watching the development of the Town. He stated the biggest threat to ranching is the public who do not respect private and safe grazing land. He discussed the history of the family in the Town and the need for more places for student pilots to train and listed several benefits the airstrip would bring.

Debby Strader, a town resident in favor of the project, presented the following:

Ms. Strader provided a written copy of her comments which are attached to these minutes.

Roger Strader, Jr., a town resident in favor of the project, presented the following:

Mr. Strader provided a written copy of his comments which are attached to these minutes.

Barbara Woode, a non-resident against the project, presented the following:

Ms. Woode declined to use her time to speak.

David Halle, a town resident against the project, presented the following:

Mr. Halle provided a written copy of his comments which are attached to these minutes.

John Wood, a non-resident against the project, presented the following:

He lived in Antelope Meadows. He stated that ERAU had been flying planes near his home all afternoon and that the new airport is closer than the one where they take off. He discussed lower property values and stated that he came to the area to enjoy peace.

Barbara Banning, a non-resident against the project, presented the following:

She began coming to Chino Valley in 1999 at the beginning of the Garchen Institute. She stated Chino Valley is known for its peaceful rural atmosphere, wide open spaces, agriculture, and cowboy culture. She discussed the purchase of the Fred Harvey buildings and argued that people wouldn't want to come to a museum with planes flying over from 5:30 a.m. to 11:00 p.m. She questioned if the grants given for the restoration would be compromised if the historical nature was not maintained because of the airfield. She stated her friend lives 300 yards from the Cottonwood airport and reports that the loudest plans are from ERAU and that the university is not a good neighbor. She discussed that airports are one of the three main places where forever chemicals are found. She asked the Council to vote no.

Sharon Nance, a town resident against the project, presented the following:

Ms. Nance provided a copy of her comments which are attached to these minutes.

Susan Johnson, a town resident against the project, presented the following:

She has been in Chino Valley for 21 years. She shared comments from Clarkdale town residents provided to the Board of Supervisors at a meeting held April 2, 2025, depicting ERAU as a "bad neighbor." She questioned how many flights there would be next year. She stated that Chino Valley was here first (as opposed to Cottonwood building around an existing airport) and that no one wants the airstrip. She stated that she was not against growth, but it must be smart growth and the airfield should be farther away from residential properties and the issue should be voted on by the residents.

Gary Beverly, a town resident against the project, presented the following:

He has lived in Chino Valley for 52 years on Granite Creek Lane. He stated he supports ranchers and respects their heritage, but he disagrees on the project to keep Chino rural. He listed the reasons he opposes including:

- He enjoys the open space and quiet and the airstrip will ruin that.
- He believed approval of phase one would allow all four phases to "slide right in."
- He stated the Council did not have adequate information and needed to better understand the impacts.
- He felt this was far less compatible with the Town than the proposed solar projects.

He felt the best thing the Council could do was to vote no, or refer the matter to the ballot. He stated that a Political Action Committee has been formed and will complete a referendum if the proposal is passed.

Marcie Harris, a town resident in favor of the project, presented the following:

She was raised here, went to school here, and has a business here. She questioned how many of the people in opposition were actually town residents. She wondered if people would prefer an airstrip or more housing to suck up more water and resources. She felt the Town needed some form of industry or there would be no jobs to support young people and the Town would be a retirement

community that votes down every school bond. She asked the Council to be pro-Chino instead of outside influences.

Al Gibbons, a town resident against the project, presented the following:

He was happy to hear that the taxpayers would not be paying for anything regarding CAFMA. He discussed the volume of flights of ERAU and questioned how many would be transferred to the proposed project. He asked the Council to vote no.

Ruth Mayday, a town resident against the project, presented the following:

She is a retired Assistant Town Manager of Clarkdale, lives in the flight path and has experienced disruptive, repetitive flights that are loud and incessant. She stated that ERAU has ignored how the flights affected Clarkdale and stated that they may agree to restrictions, but they will not abide by them. She referred to ARS §462.01 stating that all zoning and rezoning ordinances and regulations must conform to the General Plan. She referred to the description of Ranch/Agricultural land use in the General Plan and stated that the proposed use does not conform to the General Plan. She stated that she understands the difficulty of economic development in Chino Valley, but noncompliance is not the way to achieve it. She asked the Council to respect statutory requirements and reject the proposal.

Donna Woods, a town resident against the project, presented the following:

She moved here in 2003 and chose this town for the open space, dark skies, and peace. Her husband was a firefighter and lived with constant noise, sirens, alarms, etc. for decades. He wanted something simple and quiet when he retired. Now he was hearing aircraft day and night and stated they are not occasional flights. She spoke about other health concerns including lead aviation fuel, stress and anxiety caused by constant noise, and disrupted sleep. She stated that she is not against aviation, but this was not the right location for a training airfield. She asked the Council to reject the airfield.

David Craig, a town resident against the project, presented the following:

Mr. Craig provided a written copy of his comments which are attached to these minutes.

Diane Audette, a town resident against the project, presented the following:

Ms. Audette provided a written copy of her comments which are attached to these minutes.

Charles Hailer, a Town resident against the project, presented the following:

He is a Vietnam veteran and suffers from PTSD. He discussed the traffic on Perkinsville Road and stated that the airfield would increase traffic. He discussed the noise and stated that it can trigger more PTSD episodes. He hoped the Council would vote no on the project.

Lee Bowman, a non-resident against the project, presented the following:

She moved to the area 25 years ago and lived in Prescott Valley near Glassford Hill Road and Highway 69 which became one of the biggest intersections in the area. She stated the stress and strain was too much as she is affected by pollution more than most. She stated that they moved to North Prescott Valley to be away from the noise and this project feels like a bait-and-switch. She stated the noise would be worse than it was before, comparing the proposed operations to commercial operations, and asked the Council to vote no.

Tim Clark, a non-resident neutral on the project, presented the following:

He stated that last Tuesday five FAA officials imposed restrictions on ERAU to comply with minimum safe altitude regulations after concluding that frequent violations had been occurring for

years over Prescott Heights. He recommended that the Council pause until data accumulates verifying the FAA's demands are reliably met, the data source is published regularly, and ERAU shows responsiveness to the communities' concerns. He stated the CUP should have consequences spelled out for failing to meet reasonable expectations.

Tim Bowman, a non-resident against the project, presented the following:

Mr. Bowman provided a written copy of his comments which are attached to these minutes.

Chris Pirone, a non-resident against the project, presented the following:

Mr. Pirone provided a written copy of his comments which are attached to these minutes.

Suzy Seamon, a non-resident against the project, presented the following:

Ms. Seamon provided a written copy of her comments which are attached to these minutes.

Frank Fusari, a non-resident against the project, presented the following:

He lives in Haystack about two miles from the proposed airstrip. He was originally neutral about the project but changed his mind when he heard about ERAU making "pests themselves." He believed the project was evolving with bait-and-switch tactics. He felt the project was just about alleviating financial aid for both applicants, but it would destroy American Dreams. He stated this was outright theft as it would destroy quality of life. He asked the Council to vote no on the project.

Debby Stark, a town resident against the project, presented the following:

Ms. Stark provided a written copy of her comments which are attached to these minutes.

Christy Magers, a non-resident against the project, presented the following:

Ms. Magers provided a written copy of her comments which are attached to these minutes.

Laura Vucich, a town resident against the project, presented the following:

Ms. Vucich provided a written copy of her comments which are attached to these minutes.

JoAnne Savage, a town resident against the project, presented the following:

Ms. Savage provided a written copy of her comments which are attached to these minutes.

Mark Vucich, a town resident against the project, presented the following:

Mr. Vucich provided a written copy of his comments which are attached to these minutes.

Tracy Bruner, a non-resident against the project, presented the following:

Ms. Bruner provided a written copy of her comments which are attached to these minutes.

Michelle Zulim, a non-resident against the project, presented the following:

Her home is about three miles from the proposed airstrip. She hoped the Council would consider north Prescott Valley residents who won't be able to vote on a referendum. She inquired if any alternative locations had been invested during this process.

Christina Lundberg, a non-resident against the project, presented the following:

She is the Director of the Garchen Institute. She stated the residents value peace, quiet, health, etc. She believed that the proposed project does not serve the whole town, but is profit of two parties at the expense of thousands. She stated that the CUP states that land use cannot be materially detrimental to those living or working nearby, but a plane taking off and landing every few minutes next to a silent sanctuary is materially detrimental. For nearly 30 years, the Garchen Institute has

been a world-renowned sanctuary of peace and is a non-profit that relies on donations. In the last five years the institute has paid over \$2.8 million to Chino Valley contractors. The institute consistently supports area hotels, restaurants, and businesses. She stated that silence is essential to the center and flights would bring constant noise interfering with religious use of the land.

Joy Perkins, a non-resident for the project, presented the following:

She stated that the Perkins family provides a lot of the open space and peaceful rural atmosphere the residents speak of, and discussed the family's work ethic. She discussed decibel levels of planes in comparison to trucks, razors, etc. She discussed Mr. Perkins's career history and work on this project. She discussed the family's vision for the airstrip that would attract manufacturing businesses. She stated that she is not anti-Buddhist, and pointed out that the institute has three facilities around the nation.

Matthew Dow, a non-resident against the project, presented the following:

He discussed the lead levels in fuel emissions and stated that it is not safe for anyone, especially children who will be affected as they play outside. Higher lead levels were tested in children who lived within three miles of an airport. He listed potential health issues that result from lead in the body. He stated that kids would be paying the price. He asked the Council to vote no and save children, homes, and way of life.

Mayor Armstrong recessed the meeting at 7:04 p.m.

Mayor Armstrong resumed the meeting at 7:17 p.m.

Toni Garden, a town resident against the project, presented the following:

Ms. Garden provided a written copy of her comments which are attached to these minutes.

David Wolken, a non-resident against the project, presented the following:

Mr. Wolken provided a written copy of his comments which are attached to these minutes.

Patricia Crout, a non-resident against the project.

Ms. Crout was not present when her name was called.

Peter Kohl, a non-resident against the project, presented the following:

He had been to all the meetings and witnessed the growing opposition. He stated that he strongly opposes the Perkins Ranch Airfield.

Amy Wolken, a non-resident against the project, presented the following:

Ms. Wolken provided a written copy of her comments which are attached to these minutes.

Ken Chan, a non-resident against the project, presented the following:

Mr. Chan provided a written copy of his comments which are attached to these minutes.

Steve Willing, a non-resident against the project, presented the following:

He lives outside of the flight path of PRC, but aircraft often fly over his home at low altitudes. He stated the airfield would make Chino Valley a much less desirable place to live. He stated that there was no guarantee for new jobs and that businesses may never come. He stated the Garchen Institute may be driven away. He asked the Council to consider the impact of the airfield.

Gail Mynatt, a town resident against the project, presented the following:

She stated that she is from California, and was affected by an airport all the time and they never knew if the aircraft would stay in their limited area because things change. She stated she moved out here for the peace and quiet. She asked the Council to vote no.

Brad Custer, a non-resident against the project, presented the following:

He stated that he is opposed to any airport at any time. He discussed toxic lead emissions, increases to insurance premiums, and reduced home values. He stated that everyone has a story as to why they live here, but no one lived here because they wanted an airfield in their backyard. He discussed conversations he has had with ERAU students and reported that they stated they go to Prescott, Prescott Valley, or Phoenix to have fun. He stated they also reported the average burnout rate among students is 60% due to the cost and limited availability to fly. He asked the Council to vote no.

Barbara Taylor, a town resident against the project.

Ms. Taylor was not present when her name was called.

Olivia Custer, a non-resident against the project, presented the following:

She felt this project was not thoughtful growth and stated that it was a one-sided project that put the peace and quiet of the community at risk. She asked the Council to vote no.

Mary Ellen Hale, a non-resident neutral on the project, presented the following:

She lives in Coyote Springs on a parcel they purchased in 1987. New neighbors have replaced cattle and pronghorn, but they still enjoy the views, sunrises, sunsets, and starry nights. In the mid-2000's they heard about the first attempt at building an airstrip and they had concerns that the plans had not been fully "fleshed out." She discussed concerns regarding air quality, stating that forever chemicals are found around PRC. She also discussed firefighting resources, noise, road maintenance, sewer treatment, water supply, and floodplain concerns.

Chris Mynatt, a town resident against the project, presented the following:

He shared quotes from a Board of Supervisors meeting held on April 2, 2025, detailing the noise from ERAU flights, and decreasing property values around the Clarkdale airport. The comments further state that ERAU are not good neighbors to Clarkdale because they don't follow rules. He did not believe they would be a good neighbor to Chino Valley.

Diane Shipman, a non-resident against the project, presented the following:

She stated that she chose to build her home in the quiet, rural area of North Antelope Meadows. It is three and a half miles from the proposed project. She stated that if it passes, the Towns of Chino Valley and Prescott Valley should rewrite their welcome message to "Welcome to a once beautiful place that used to have dark skies and endless stars..." She asked the Council to vote no or, if not, defer the matter to the voters.

Debby Pomeroy, a town resident against the project, presented the following:

Ms. Pomeroy provided a written copy of her comments which are attached to these minutes.

Benjamin Isbell, a non-resident neutral on the project, presented the following:

He is a student at ERAU and serves as the chairman and president of the only two conservative clubs on the campus. He stated that he chose to come to a small, conservative town as he prefers small towns to big cities. He spoke about ERAU's conduct as an educational institution. He stated

that the university imposed a policy prohibiting anything they deemed to be conservative, religious, or political from being seen in public. He stated that his speech and speakers were restricted, but the university continued to allow left-leaning clubs to operate in the public eye. He stated that who the town allows in their backyard is important to this conversation.

Joseph Chandler, a town resident against the project, presented the following:

He discussed Jesus Christ and his death, burial, and resurrection and stated that there would be consequences to the project, whether approved or denied. He stated that the Lord has given the Council authority, and it is important for the Council to solicit his guidance. He read Micah 6:8 and led a prayer.

Scott Lindbloms, a non-resident in favor of the project, presented the following:

His family moved to Arizona in the late 1800s. He grew up on the east side of Mesa on a ranch before the housing districts moved in, and eminent domain took it from them. They then lived near an airfield with planes flying over every day. He discussed his training on helicopters from the military and stated that students' high school education taught them more than he knew. He discussed the lack of locations to practice touch-and-go maneuvers. He stated that he supports the project.

James Shipman, a non-resident against the project, presented the following:

He lives in Antelope Meadows and was standing outside his home when a plane flew over so low that he could have read a tag on the bottom of the plane. He stated he bought his home for peace and to have a quiet life. He compared the noise of planes to other noises that had been heard during the period of this hearing and how they had distracted and disrupted those in the room. He stated he didn't want planes flying over his home.

Elizabeth Prather, a town resident against the project, presented the following:

She is the General Manager of the Garchen Institute. Before her employment, she had been coming to the Institute for 20 years. She opposed the airstrip for all of Chino Valley residents and the surrounding cities. She stated that peaceful existence is priceless and cannot return once it's gone. Therefore, the project must be denied. She stated this would be responsible governance. She asked the Council to love their neighbor through public policy, and uphold their commitment to quality of life and vote to support the overwhelming majority by denying the application.

Greg Murray, a non-resident against the project, presented the following:

Mr. Murray provided a written copy of his comments which are attached to these minutes.

Sue Klapmeier, a non-resident against the project.

Ms. Klapmeier was not present when her name was called.

Sonny Petkowski, a non-resident against the project, presented the following:

He moved to Chino Valley a year and a half ago and is building his retirement home. He moved here from Surprise, where he was under the flight path of F-16s. He stated that he did not see quantifiable research on fires and there was no financial documentation with the proposal. He stated that everything about the project should be quantified.

Sean Woolf, a non-resident against the project.

Mr. Woolf was not present when his name was called.

Dan Clark, a non-resident against the project, presented the following:

Mr. Clark provided a written copy of his comments which are attached to these minutes.

Amber Woolf, a non-resident against the project.

Ms. Woolf was not present when her name was called.

Brian Clinton, a non-resident against the project, presented the following:

Mr. Clinton provided a written copy of his comments which are attached to these minutes.

Zoey White, a non-resident for the project, presented the following:

She is a student pilot at ERAU and the daughter of Tom and Joy Perkins and considers Chino Valley her second home. She thanked everyone for attending the public hearing and ERAU for the opportunity to fly. She stated that when students fly low there is no ill intent. She discussed noise levels and her experience with animals among aircraft noise and stated that they were not disturbed by it. She discussed opportunities for future jobs as a result of the airstrip. She discussed the character of the Perkins family and stated that personal attacks against her family are not okay. She discussed the employment rate of ERAU and stated that it is 92-94%.

Mike Farrington, a non-resident against the project.

Mr. Farrington was not present when his name was called.

Mike Ditta, a town resident neutral on the project, presented the following:

Mr. Ditta provided a written copy of his comments which are attached to these minutes.

Cyndy Dicus, a town resident in favor of the project, presented the following:

Ms. Dicus provided a written copy of her comments which are attached to these minutes.

Dr. Chris Manacci, a non-resident against the project, presented the following:

He stated that he wishes the best to the Perkins family. He stated that he has a lot of concerns as the airstrip will affect him directly living on the easternmost property in Haystack Ranch and stated the area is underrepresented in these discussions. He discussed the preservation of human life in the wake of the plane crash from a couple of weeks ago. He stated that private airstrips and airports for training are materially different due to the volume of use, the intended activities, and frequency of flights. He stated this was not only a Chino Valley issue, but an issues for anyone where these planes will fly. He discussed the ratio of aviation mishaps caused by human error versus other factors and when they most often occur. He asked the Council to consider the impact of safety and health as it relates to the project.

Robert Morgan, a non-resident against the project, presented the following:

He is a Prescott resident. He referred to the April 2, 2025, Board of Supervisors meeting where Clarkdale residents and leaders spoke about the airport. He read a poem in the style of Dr. Seuss depicting the constant flying and buzzing of aircraft over homes.

Steven Beaver, a non-resident against the project, presented the following:

Mr. Beaver provided a written copy of his comments which are attached to these minutes.

Jim Wagner, a non-resident against the project, presented the following:

He lives in unincorporated Yavapai County and stated that he opposes the project which he says would only be lining the pockets of one family. He discussed a lack of representation in this matter due to the location of his property. He referred to the General Plan and stated that the airstrip does not fit in the plan. He stated that since he moved into his home two years ago he was fighting

proposals, the first being the solar project. He stated he was against the proposal due to the noise pollution, environmental pollution, and tax increases. He discussed comments made by Planning & Zoning Commissioners that he found unsettling. He asked the Council to vote no.

Steve Martino, a non-resident against the project, presented the following:

He discussed the zoning, and statements that there were no residential properties to the north, but there was no comment on the properties to the south which will see a greater impact. He watches a lot of the flights and has learned their patterns. He discussed the noise and the fact that the houses require buyers to sign a disclosure that you know about the airfields. He wanted the Council to look at the documentation and stated that there were 14 planes in the air at PRC a half hour ago.

Donna Sheehan, a town resident against the project, presented the following:

Ms. Sheehan provided a written copy of her comments which are attached to these minutes.

Jean Russell, a non-resident in favor of the project.

Ms. Russell was not present when her name was called.

Shari Hill, a town resident against the project.

Ms. Hill was not present when her name was called.

Mike Rygiel, a non-resident in favor of the project.

Mr. Rygiel was not present when his name was called.

Tricia Wood, a town resident against the project.

Ms. Wood was not present when her name was called.

Anita Depetris, a town resident against the project, presented the following:

She moved here in 2023 and loves the night sky and the peaceful, quiet area. She asked the Council to vote no.

Jamie Rygiel, a non-resident against the project.

Ms. Rygiel was not present when her name was called.

Brandi Moncovich, a town resident against the project, presented the following:

She lives in Vista Grande Estates and asked the Council to vote no on the project stating that no one in Chino Valley chose to live near an airport, but likely chose to live here for the peaceful, rural community. She discussed the noise of aircraft and the narrow window in which there would not be flights being conducted. She discussed complaints reported regarding ERAU flights for more than 10 years. She suspected that additional re-zone requests would come in the future, calling the current proposed re-zone a "backdoor method" to gain approval. She stated this would set a dangerous precedent as it loosely interprets zoning designations.

Robert Turner, a non-resident against the project, presented the following:

He is a 30-year veteran and is opposed to the project.

Seth Blair, a town resident against the project, presented the following:

He stated that he worked at ERAU for four years. He stated that ERAU has a lot of resources as it is a global corporation. He stated that he did not want them moving into "our backyard." He stated he had a working relationship with Dr. Witcher and had interactions with the Perkins family and had nothing against them, but he encouraged the Council to think deeply about giving them a

foothold in the community. He felt the Council should put it to a vote for the people.

John Olip, a non-resident against the project, presented the following:

He stated that his house is directly in the path of the proposed field. He stated that he has a pilot's license and was once a student. He stated that all the flights would be from people learning to fly, some just starting, and some close to getting their license. He discussed the recent crash which was right down the road from his house. He stated that with the number of flights being talked about, it is only a matter of time until there's another one.

Allee Steinberg, a town resident against the project.

Ms. Steinberg was not present when her name was called.

Eva Olip, a non-resident against the project, presented the following:

She stated that the small number of people who have spoken tonight is a microcosm of the people who couldn't speak this evening. She stated the vast majority of people are against the proposal. She stated that it would affect most of the council on a personal level as well.

Al Steinberg, a town resident against the project.

Mr. Steinberg was not present when his name was called.

Leslie Jacobs, a town resident against the project, presented the following:

She is a real estate agent in the Town selling an average of 60 homes per year and stated that she has clients who would be directly affected by the proposed project. She stated that, based on the research that she has done, those clients will be affected by 10 to 20% along with longer, more stressful sales as they would be required, by law, to disclose the project once approved. She stated that the flight pattern may be just a two-mile radius, but there would be miles and miles of noise.

Rachelle Fernow, a town resident against the project, presented the following:

Ms. Fernow provided a written copy of her comments which are attached to these minutes.

Mayor Armstrong recessed the meeting at 8:59 p.m.

Mayor Armstrong resumed the meeting at 9:12 p.m.

Kevin Brooks, a town resident against the project, presented the following:

He lives on 7 Bar Trail and is opposed to the project. He had sent the Council an email last week with 15 points of concern, including the location, scale, impact, and whether it is appropriate for this area. He stated responsible growth should be compatible with existing land uses. He asked the Council to vote no on the project.

Helga Firnschild, a non-resident against the project, presented the following:

She stated that Google describes Chino Valley as a small, rural, tight-knit community, but that identity would be changed permanently if the project is approved. She listed the aspects of the town and activities that would be compromised including gardening, raising farm animals, horseback riding, hiking, low-density housing, low crime rates, etc. She stated that people have an inherent right to peaceful enjoyment of their properties and the airstrip would create a public nuisance. She stated there has been a marked increase in air traffic over her property. She stated that a yes vote means people will be thrown under the bus to accommodate a privileged few. She asked the

Council to vote no.

Laura Chan, a non-resident against the project, presented the following:

Ms. Chan provided a written copy of her comments which are attached to these minutes.

Cynthia Laurenson, a non-resident against the project, presented the following:

She lives on Poquito Valley Road under the flight path. She came to this area to have peace and quiet and did not want airplanes flying over her house all day long. She appreciated Gary Beverly's viewpoints and agreed with everyone else who said the Council should vote no.

Gena McGrath, a non-resident against the project, presented the following:

She lives in Antelope Ridge Estates, and stated that her home is directly under the flight path, and she firmly opposes the project. She stated the airport has nothing to do with a rural lifestyle and discussed how it would negatively impact her lifestyle, safety, health, and animals. She stated that Chino Valley is a premier destination for horsemen, and this project would have a big impact on the horse community.

Matthew Bruwer, a town resident against the project, presented the following:

He stated this project is a slippery slope and sets a bad precedent for the future of Chino Valley. He asked the Council not to follow suit with Planning & Zoning. He discussed comments about houses being developed instead of the airstrip and stated it was a moot point, as Mr. Perkins has said he had no intention of developing the land. He stated the Town does not need money at this cost, and the selfish pursuits of a few should not impact the many. He stated that he is a former ERAU student and is aware of their switch tactics. He stated this project would not alleviate air traffic at PRC, but it would further add flights. He asked the Council to vote no.

Bud McGrath, a non-resident against the project, presented the following:

He was opposed to the project and stated that he moved to Chino Valley for the promise of a rural, quiet, country town but this project would violate that promise and threaten health, safety, and property. He urged the Council to deny the rezone and CUP. His home is situated near the end of the proposed runway and stated that they did not choose to live near a flight training facility and would not have invested here if that were the case. He discussed horse sensitivities to aviation noises and how it would affect his horses. He discussed having to declare the airstrip if he were to sell his home and a potential drop in property values. He referred to ARS §28-8485 regarding disclosure of proximity to an airport and ARS §12-1134 regarding loss of fair market value. He discussed Cottonwood airport and stated that Chino Valley should learn from them. He asked the Council to protect the land, water, and community by denying the project.

Amy Godkin-Holldorf, a town resident against the project, presented the following:

She asked the Council to listen to the community as they will have to live with the decision the Council makes. She stated that those speaking tonight are also speaking for those who don't have a voice — the wildlife. She stated she has heard no mention of environmental impacts. She was skeptical that unleaded fuel would be taken out by 2030 and asked the Council to consider the added pollution. She stated that the project negatively impacts the Garchen Institute which is unethical and unconstitutional. She asked the Council to vote no or put the matter on the ballot and let the community decide.

Steve Drago, a town resident against the project, presented the following:

He asked that the Council postpone the vote until an environmental impact study is done which he felt would clear up a lot of questions, and believed it was part of their due diligence. He stated that

applicants don't want to do it due to cost and what could come up, but it would settle issues regarding lead, noise, etc. He referred to lead being banned in paint, crayons, cars, etc. and stated on that issue alone the application should be turned down.

Crystal Patton, a town resident in favor of the project, presented the following:

She has been in Chino Valley since 2003 and stated the future isn't just five years from now, but 50 years from now. She stated Gunsite was founded 50 years ago, and she would be proud if Chino Valley became synonymous with a harbor of aviation. She stated that she has noticed many planes over Chino Valley in the last 30 days, and compared it to seeing more of a certain type of car when you start looking for them. She referred to people saying that the growth has to stop, but only after they have settled in. She has attended Council meetings for three years and has witnessed the effort and intention the Council puts in to serving the Town while enduring abuse and misinformation. She thanked the Council for their dedication to the Town.

Paul Wakefield, a non-resident against the project, presented the following:

He is strongly opposed to the project. He has 38 years of experience in lending and stated that there is a difference when there's an airport in the vicinity as it drives down property values. He stated that people work hard and save, and this can wipe out 10-20% of the equity in their homes. He stated it was not a zero-sum decision. He didn't feel it was a good location for this project.

Sharon Gentile, a town resident against the project.

Ms. Gentile was not present when her name was called.

Mark Gentile, a town resident against the project.

Mr. Gentile was not present when his name was called.

Garry Porter, a non-resident against the project.

Mr. Porter was not present when his name was called.

Elijah Brown, a town resident in favor of the project.

Mr. Brown was not present when his name was called.

Patrick Dugan, a town resident in favor of the project, presented the following:

He was born and raised in Prescott and Chino Valley and stated that Chino wouldn't be what it is today without progress and discussed the developments in Chino Valley and the surrounding areas over his lifetime. He owns three pieces of property that would be impacted by the airfield. He discussed the increase in property value of homes around the airports and stated that values are still going up because of supply and demand.

Lee Divelbiss, a non-resident against the project, presented the following:

He stated that he is not anti-Perkins, aviation, or growth, but this is about land use compatibility. He referred to a letter sent to the Council by Attorney General Kris Mayes citing ARS §28-8205 that a new airport shall not be constructed within the boundaries of an urbanized area without approval from the Arizona State Transportation agency and stated that Chino Valley is considered an urban area under the most recent census designation. He stated that he had not seen this process be completed and stated that if the statute is not satisfied, the site is not justified.

Ann Yoshinaga, a non-resident against the project, presented the following:

She stated that she is opposed to the airstrip and asked the Council to vote no or take it to the voters. She stated all the fiscal and legal information discussed during the last couple of meetings

should be researched more before a decision is made.

Chris Cameron, a town resident against the project.

Ms. Cameron was not present when her name was called.

Matthew Vasquez, a non-resident against the project.

Mr. Vasquez provided a written copy of his comments which are attached to these minutes.

Tracy Pederson, a town resident against the project.

Ms. Pederson was not present when her name was called.

Silver Stapelton, a non-resident against the project, presented the following:

She asked the councilmembers how they would vote if they lived so close to planes buzzing around all day and night, seven days a week. She inquired if a threat to their health and tranquility would change their minds.

Lester Oster, a town resident against the project, presented the following:

He had emailed the Council and received a comment from Councilmember Holt that really bothered him...*inaudible*... He asked the Council to stop the project and put it on the ballot. He discussed the wildlife that would be affected by the airstrip and the lack of an environmental study. He discussed difficulties that emergency response may have in getting out to the area. He stated that ERAU does not abide by the rules and does not make good neighbors for communities and are only interested in themselves and this will bring no jobs to Chino Valley.

Chris Selstad, a town resident neutral on the project, presented the following:

He stated that he loves having the great outdoors right outside his door. He stated that he is an engineer in the aerospace industry; he is not a pilot, but his father was. He stated that it is unusual for a town to invite a runway because it usually happens the other way around. He has read a lot about the ranching families in Yavapai since coming here. He stated that he is pro-business. He came to the meeting neutral but is mostly against helicopters as they are noisy, and is further concerned about the effects of air pollution and noise. He is now not in favor of the project.

Rachel Hopkins, a non-resident against the project, presented the following:

Ms. Hopkins provided a written copy of her comments which are attached to these minutes.

Mary Fore, a town resident against the project, presented the following:

She stated that there is an airstrip on Road 1 East and the pilot flies directly over her house when taking off or landing. She stated that she also deals with helicopters and stated that planes come from Prescott non-stop and stated that one flew so low that it shook the windows of her house. She stated that she used to work for ERAU and understood their management policies and stated that it was not a good fit for Chino Valley. She referred to other items that had been voted down in the area, including a racetrack because it would be too noisy, and a KOA because of the potential increase in traffic. She stated that this project would generate more noise than a racetrack and it would increase traffic because of ERAU students.

Gina Girmes, a non-resident against the project.

Ms. Girmes was not present when her name was called.

Klaus Girmes, a non-resident against the project.

Mr. Girmes was not present when his name was called.

Val James, a non-resident against the project.

Ms. James was not present when her name was called.

Luke Cilano, a town resident in favor of the project.

Mr. Cilano was not present when his name was called.

Mayor Armstrong closed the Public Hearing.

Sara Burchill, Deputy Town Clerk, read letters (which are attached to these minutes) from the following:

- Rhonda Ceremony, town resident against the project
- Courney Edel, town resident
- Chris Kuknyo, Yavapai County Supervisor
- Cole Swearingen, town resident against the project

3. ADJOURNMENT

Mayor Armstrong adjourned the meeting at 10:21 p.m.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Public Hearing of the Town Council of the Town of Chino Valley, Arizona held on the 23rd day of February, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

Erin N. Deskins, Town Clerk

My name is Debbie Strader
I am a 4th generation Perkins
and married to a 20+ year army
veteran ~~William Perkins~~
~~and his wife~~

I am proud of my family
heritage. Each generation has
contributed to the success of
Chino Valley.

We are providing one solution
to help strengthen our tax base.

Instead of running on a stretched
budget if we were to lose the
grocery tax, our town employees
can look forward to performance
raises instead of pink slips. I
believe we have good, hard working
employees but there is only so
much they can do with the limited
department budgets. Infrastructure
can be improved upon and extended.
The town could enclose the
swimming pool so it could be
used year round for all ages
without raising fees. All business
owners could look forward to
increased patronage / sales.

RECEIVED
FEB 23 2026
BY: E. Perkins

The airfield will eventually attract a skilled workforce. Embry Riddle is a world-renowned university bringing world class aviation training and STEM education which can provide Chino Valley residents pathways to high paying careers.

- SCIENCE TECHNOLOGY ENGINEERING
- MATHEMATICS

While attending Embry Riddle students could find housing in Chino Valley, shop, eat and bring family for weekend visits.

My brother Tom, with his military and aviation expertise will oversee this project. We look forward to a long and successful partnership with Chino Valley. I ask Council to please approve the rezoning and associated C.U.P.

Thank You

I am a resident of Chino Valley.

I remember September 11, 2001. Do you? There were no planes in the sky. The silence was deafening.

When I hear and see any and all aircraft, I HEAR *and SEE* FREEDOM!

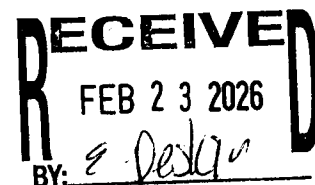
I don't understand why a few want to tear down a community rather than build it up. Growth is inevitable and this project is important for young families and the youth of Chino Valley. I think of these residents who work hard and are raising young families and are too busy to come to these meetings.

This proposal is an exceptional opportunity to train students in many fields. There is more to this world than our little corner of it. Please don't deny the future of the generations that come after us. Let's do this.

I support the proposed Perkins Airfield as a Citizen of Chino Valley. This will be a Great Achievement From our Town Council and for the Town of Chino Valley, Arizona.

Thank You All for your consideration on this matter.

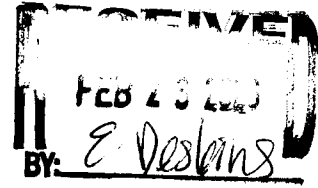
Roger L. Strader Jr.



NO AIRFIELD SPEECH

DAVID HALLE

02/23/2026



To be clear...

I do not support placing high-intensity, repetitive flight training operations directly over established residential and agricultural communities.

My home is in the flight path and I'm **not willing** to sacrifice my peace and enjoyment of my home for this project, no matter the financial gain for the town.

Touch-and-go training is not occasional aircraft traffic.

It is a repeated cycle:— again and again.

Under this proposal, that could occur approximately 17 hours a day every five minutes.

For those directly in the flight path like myself, this will not be background noise.

It will be dominant noise.

I **did not** agree to this when I purchased my home in 2024. This is not a mild inconvenience. It is sustained and cumulative disruption.

For residents directly beneath approach and departure corridors, there will be no meaningful recovery window between noise events. Every few minutes, the cycle restarts.

Chronic aircraft noise exposure has been associated with:

- Elevated stress
- Increased blood pressure
- Cardiovascular strain
- Sleep fragmentation
- Anxiety

Surrounding communities — many located just outside city limits — will be heavily affected.

Those residents may not all vote in town elections, but they live under the same sky and will experience the same disruption.

Mayor and Council Members, you were elected to represent the residents of Chino Valley.

Under **A.R.S. § 9-461.05**, planning and zoning decisions must promote public health, safety, convenience, and general welfare.

This is a statutory obligation!

You carry a fiduciary responsibility to act in the best interests of your constituents — not outside institutions, not projected revenue streams — but the people who live here.

The Fifth Amendment to the US Constitution protects residents from government action that substantially interferes with the use and enjoyment of private property.

Article 2, Section 17 of the Arizona Constitution provides similar protection against property being taken or damaged.

Residents have a right to reasonable quiet enjoyment of their homes and ranches.

Any projected financial benefit must be weighed against:

- Declining property values
- Health impacts
- Legal exposure

The long-term community cost far outweighs any projected financial gain.

I ask that you fulfill your duty to protect health, property rights, and our peace.

Slow this process down.

Send mailers to all Chino Valley residences, especially those under the flight path.

Require independent studies.

Evaluate alternatives.

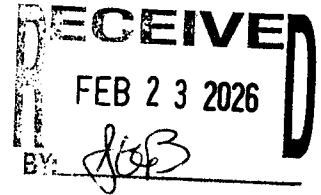
Stand with your constituents. Protect our homes, protect our ranches, and preserve the peace that defines Chino Valley.

Erin Destins
Town Clerk

Sharon Nance

[REDACTED]

Chino Valley AZ



When you step back and look at the full picture, this is not a typical "private airstrip." A facility doing around 80,000 touch-and-go maneuvers a year is considered a high-intensity training operation and is generally expected to function much more like a small airport.

At that level of use, FAA safety guidance calls for proper runway safety areas, coordinated communications, emergency response planning, and reliable all-weather access so fire and rescue can reach the site quickly. Right now, the only access road turns to mud in heavy rains, floods, and has no bridge, meaning emergency vehicles may not even be able to reach it when needed. If a fire station is part of the justification, it would also require dependable year-round access for engines to respond to calls, not a dirt road that becomes impassable.

Heavy training operations also typically require infrastructure such as lighting, safety equipment, and formal FAA review and registration because they no longer function like a simple private strip. And importantly, the responsibility for bringing roads, bridges, and safety infrastructure up to standard normally falls on the operator or developer.

This isn't just about one runway. It's about the reality that a high-volume training airstrip carries airport-level safety expectations, and the current access, infrastructure, and emergency readiness fall well short of what would normally be expected for a facility of this scale.

The residents of Chino Valley and the surrounding area overwhelmingly do not want this airstrip. Please respect and follow the opinions and wishes of the constituents that voted you into office and vote NO at the Town Council meeting tomorrow.

David Craig

[REDACTED]

Chino Valley AZ 86323

This is regarding the Perkins Airfield Project.

This same attempt failed in 2007 because push back from residents. Now residents are pushing back because of unacceptable noise, decrease property values and environmental concerns.

The Vote:

Option 1, a NO vote from the city council on All Phases will end this.

Option 2, a YES vote will trigger a referendum and with only 384 signatures needed to bring this issue to a vote in November this will end up on the ballot.

Option 3,

The council itself votes to defer this issue directly to the ballot for voters to decide rather than passing it yourselves.

Seems like a safer move politically.

Let's talk a little bit more about Lead.

Tetraethyl Lead (TEL):

It's a highly toxic ingredient. These are fine particles that can be inhaled, causing irreversible damage to children's developing brains, lowering IQ, and causing cardiovascular issues, kidney damage, and nervous system damage in adults.

Ethylene Dibromide (EDB): Other chemicals are Included in the fuel to assist in removing lead from the engine, these chemicals are highly toxic to humans and is listed as a potential carcinogen. It can persist in soil and aquifers for decades.

The EPA,
Environmental Protection Agency found that lead emissions contribute to a dangerous source of air pollution.

The FAA,
in partnership with the aviation industry through the EAGLE program which is actively working to transition these aircraft to unleaded by the end of 2030.

This fuel will be eliminated much like the government eliminated leaded fuels for automobiles in 1996.

The older plane engines that need lead until these engines are replaced or rebuilt.

This is what happened in the automobile engines 30 years ago.

You can still buy lead for older engines today.

Exhaust is heavier than air and travels for miles.

In this case, the property rights of one does not override the property rights of the many.

The council needs to do what's right for the Town of Chino Valley or the Voters will.

Thank you for this opportunity to speak.

Respectfully,
David Craig

Good evening, my name is Diane Audette and I've been a resident of Chino Valley for 18 years. I currently live in the Highlands Ranch subdivision.

I am totally opposed to this airpark project and quite frankly I can't understand how this was passed by P&Z. It in no way aligns with the towns general plan and will change Chino Valley from a quiet rural community to a busy aviation town. The number of airplanes that will be flying over our homes from 5:30am to 11pm is just insane. In addition to the constant noise from the airplanes, other negative impacts from this project will be the pollution from lead fuel, fire hazards, the wildlife, additional taxes for residents and the Garchen Institute.

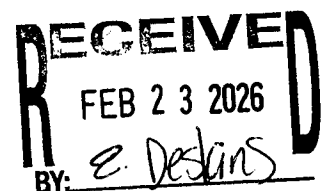
I received this Chino Vallley "Welcome & Relocation Guide" in the mail when I moved last year. As I read through it, it talks about maintained our rural heritage and culture, enjoying outdoor activities, breathing fresh air in wide open spaces under blue skies. It also states that even though Chino Valley is a fast growing town we are committed to preserving a rural lifestyle. These are direct quotes from our Mayor Tom Armstrong. This is what you are using to entice people to move to Chino Valley. I couldn't find anything in this Welcome & Relocation Guide that talks about Chino Valley being an upcoming aviation town with ER training and a future commercial airpark.

Town Council, the residents of Chino Valley voted for you and have an expectation that you will listen to their concerns and do what's best for the community. I don't understand how this lines up with the General Plan that was voted for by the residents or how this airpark fits in with our rural community.

Town Council, please, please, please, listen to your people. Listen to the residents of Clarkdale and Cottonwood and how ER training facilities in their towns have ruined their quality of life. I pray that you will do the right thing for your people and vote no and stop this now!

Thank you for your time.

Diane Audette - Chino Valley



23 February 2026

Speaking Notes in Opposition to ERAU-Perkins Private Airfield proposal

I currently live in the “fallout zone” from the impact of this proposal if approved.

I am strongly opposed to the location of this “airfield” that should be labeled “airport” for the direction it is headed with the 4-phase build-out and have concerns not limited to the following impacts:

* **INCOME:** Garchen Institute is already established and brings in tourism to our area without any of the detrimental features of this future “airfield or airport”.

* **WATER:** The proximity to the Verde River headwaters is at risk for contamination if the proposal is approved. Not to mention that any/all “water rights” agreements with Perkins Ranch have not either been solidified or made transparent to the public.

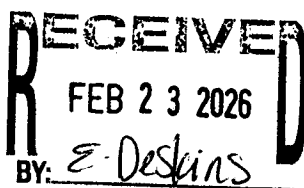
* **AIR:** NOISE pollution and emissions affect so many persons living all around the proposed area, that by rezoning from Private Rural Homesteads (RCU-2A) zoning that we all purchased our property in the vicinity for these safety zoning allotments to ensure a quiet, dark sky, rural lifestyle before buying or building our homes here. We are here BEFORE there is an airport. We are not moving into a commercial, industrial airport area and then complaining about its impact. We have placed our trust in the town councils and local government to represent and protect us from “rezoning and detrimental conditional use allowances” that will disrupt lives and property values. I resent being labeled among the “people who just hate change” by planning & zoning officials. This is not true. I can see many a commercial venue that would profit both Chino Valley and not cause this level of harm to town residents and many outside of those boundaries.

* **SAFETY:** It does not seem prudent to proceed with airstrips before improved road access is established and fire safety is onsite to deal with student pilot crashes or fires from emergency landings or other. We have MANY days that are “no burn days”, and fire bans are in place because of the dry landscape around us all. Too many of us have homes in close proximity to a run away fire from any one of a number of possible incidents.

* **COMPLIANCE:** What impact studies have been conducted? If any current ones exist, are they being made public and showing transparency from our leaders? How is the 4-Phase build-out being qualified as a “private airfield” rather than an “airport”. Is this to subvert FAA oversight and expense? While one can argue that they are not flying passengers from place A to place B for profit, they are making profit charging tuition/flight hours to the ERAU students and flying from place A, touching down in place B(repetitively), and then returning to place A. Seems much the same. I would feel much more confident if FAA were overseeing this project in such close proximity to PRC airport.

* **HOME DEVALUATION:** As a Realtor and a home owner, you know that you are required to disclose proximity to an airport (airfield) to a potential buyer and admit that there is noise pollution when selling your home. Disclosures, generally, are mandated by the State of Arizona Commissioner to protect the buyer from something detrimental about a purchase. The seller is REQUIRED to disclose this, and may lose potential buyers by this admission, or typically reduce sale value in compensation to attract a buyer.

Timothy & LeAnne Bowman



Good evening.

2/23/2026

My name is Chris Pirone. I live in Antelope meadows Subdivision in unincorporated Yavapai County. My Back fence is Chino Valley and the Perkins Ranch. The proposed airport and commercial phases are approximately 1.6 Miles from my back fence and I, as well as over 100 homes in the direct flight path proposed.

I would like to go back in time a bit to 2007. The Perkins wanted a rezone of 1100 acres for an airpark. This was met with much opposition from residents and the council, and Planning And zoning denied it for these factors:

1. Lack of permits. Grading a runway without authorization and permits
2. Opposition from residents concerned over noise, safety hazards, pollution and environmental concerns that would threaten the Verde Valley river headwaters.

At that time, it was determined it was unsuitable for the area and ultimately denied.

Fast forward to 2026..... what has changed? Well.... There are now 5Neighborhoods with approximately 3-4 hundred homes and families that will be directly impacted by low flying aircraft, noise for 18 hrs. a day /7 days a week. And I mention up to 40k touch and goes a year.

I am also concerned that there has been a lot of changes made and sneaking around. Please see the text message (page3)sent by Will Dingee to Parker Northrup ERAU flight dept chair. This is deceitful.

I would also hope you are aware and recognize that if approval for this airport is granted, and the CUP is approved, Chino Valley, ERAU, and the Perkins family LLC will be liable for violating the Arizona Nuisance law. Specifically, you will be creating the nuisance.

Revised Statute title 13. Law states ss 13-2917:

To Be injurious to health, indecent, offensive to the senses or an obstruction to the free use of property that interferes with the comfortable enjoyment of life or property by an entire community or neighborhood or by a considerable number of persons.

This makes all entities of this proposal liable in any and all lawsuits brought forth by anyone affected. From what I have heard..... many have already retained council. This is against the general plan for Chino valley as written and passed.

Thank you for your time and please vote no. for the good of Chino Valley.

Text from Will Dingee to Parker Northrup ERAU Flight Department Chair
1/5/26 (the day before the Chino Valley Planning & Zoning Meeting)

Wrapping up a meeting with Scott Gessele and Heidi Short. If you haven't been asked yet, tomorrow it would be detrimental to have an exhibit that shows the anticipated flight path from Prescott to Chino. Big opposition from the county folk south of Chino Valley with the belief that all air traffic to a from will go over there homes

OPPOSITION TO THE PROPOSED PERKINS/ERAU AIRFIELD

Suzy Seamon <[REDACTED]@gmail.com>

Mon, Feb 23, 2026 at 11:31 AM

Draft To: tarmstrong@chinoaz.net, edeskins@chinoaz.net, noairportcv2025@yahoo.com, rswitzer@chinoaz.net, lholt@chinoaz.net, sphillips@chinoaz.net, bschacherer@chinoaz.net, jmcafferty@chinoaz.net

Dear Town Council, my name is Suzy Seamon and I reside in unincorporated Yavapai County.

I am opposed to the proposed airfield.

It has been floated around that in later phases this airfield aka airport will create "300" jobs but it ignores reality. Most positions at a flight training operation are specialized and are typically filled by people already connected to Embry Riddle, not local hires. Time-building positions ^{are} not long-term careers that put down roots.

What is permanent is the impact; Constant training patterns, hundreds of low-altitude flights daily and thousands yearly, annoying noise over existing neighborhoods and reduced quality of life. Thousands of people who already live here and pay taxes. Economic growth should not come at the expense of the people and communities that are already established.

This isn't about being against jobs - it's about whether this is the right type of development in the right location. I don't believe this is the "best" location for this airfield. If I had chosen to move to Antelope Meadows with an existing airfield then I wouldn't be here talking to you. I chose my location because I ride horses and the land surrounding me was all residential or agricultural. Thank you for your time. Suzy Seamon

RECEIVED
FEB 23 2026
BY: E. Perkins

My name is Debby Stark, I live at [REDACTED], Chino Valley AZ 86323

First of all, I am against the proposed ERAU/Perkins airstrip. I don't believe the Chino Valley City Council has done their due diligent on this matter.

This airstrip was not on the Chino Valley General Plan that we voted for. Which states that Chino Valley is a peaceful, rural community that supports recreation and regional tourism.

We are committed to preserving our community.

Expansion vistas, endless grasslands and starry night skies while supporting limited and sustainable growth, our

Proud agriculture make Chino Valley a desirable place to build a future.

Back in 2007 an airstrip proposal was brought before the Chino Valley council, and it was voted down.

The only difference now, is a new partner for the Perkins family and more residences impact in the area.

The town of Chino Valley has not sufficiently addressed the publics concerns and/or provided an impartial thorough study on these issues.

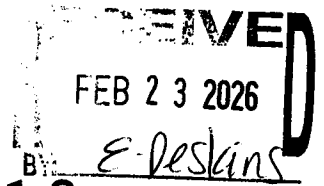
1. Economic impact study showing complete pro and con cost burdens, initial and long term. And the financial benefits of the revenue and any money to be gained by local businesses.
2. Specific flight paths and with altitudes, maneuvers, touch and go numbers and duration. Formal noise studies for the flight paths and airstrip and near by locations.
3. Quality of life issues. For residents and animals, domestic and wildlife, and the Buddist Institute complete loss of quiet and solitude for pursuit of their religious freedom.

Has anyone on this council communicated with the residents of Clarkdale or Seligman? ERAU currently operates airstrips with repetitive training flights, and how it impacts the residents of those cities?

I ask the town council to vote NO on this airstrip proposal, at least let the people of Chino Valley decide for themselves by putting this issue on the ballot in November. Let the town decide instead of 5 members of the town council.

Please remember governance requires weighing long term impacts against projected benefits.

Thank you for the opportunity to address the Mayor and the council my concerns about this project.



Judgment against Wealthy Oppressors - Micah 2:1-3

1

What sorrow awaits you who lie awake at night,
thinking up evil plans.
You rise at dawn and hurry to carry them out,
simply because you have the power to do so.

2

When you want a piece of land,
you find a way to seize it.
When you want someone's house,
you take it by fraud and violence.
You cheat a man of his property,
stealing his family's inheritance.

3

But this is what the LORD says:
"I will reward your evil with evil;
you won't be able to pull your neck out of the noose.
You will no longer walk around proudly,
for it will be a terrible time."

** filed by Christy magers*

SPEAKING AT 2/23/2025 MEETING

I am **LAURA VUCICH**; I have lived in Chino Valley for nearly 30 years and in the vicinity of ERAU since 1990.

My concerns, as I suffer chronic heart conditions and other physical ailments that can and will be aggravated by the ERAU/PERKINS AIRSTRIP/AIRPORT, are as follows:

NOISE

There will be 17 hours per day of constant noise pollution due to repetitive training patterns between the hours of 5:30 am and 11:30 pm, making it impossible to have a quiet life.

It has been proven that chronic exposure to aircraft noise has been linked to stress, sleep disturbance, higher blood pressure, cardiovascular issues, and overall hearing annoyance.

QUALITY OF LIFE

Noise and planes flying at low altitudes impact the ability to enjoy your own property (owner or renter), inside and outside. We are currently experiencing more ERAU flights than in past years and 17 hours a day, of consistent droning from low flying planes that will need to be in holding patterns will not only be an annoyance but will also be detrimental to outdoor activities, peaceful walks and the reasons the majority of us have chosen to live here.

DECREASED PROPERTY VALUE

Homes near active airstrips or flight training areas sell for less and take longer to sell (in some areas, up to 18-20% drop in valuation of homes). There are substantial studies that can prove this. Most all the people here, like my husband and I, have our retirement money tied into the equity of our homes and cannot afford to lose that equity or move to another town or state. Those who choose, **CHOOSE BEING THE KEY WORD**, to live close to an airport, made that choice; it was not foisted on them like this Perkins/ERAU 4 phase project has been foisted on us.

In summary, I would like to emphasize that this proposal does not align with the town's plan. Those of us who oppose it feel disrespected, and our concerns have been ignored by the council, ERAU, and the Perkins family. We do not understand how one family can be granted the right to rezone their property, currently zoned as residential 2A (requiring minimum site lots of two acres) to allow an airstrip & eventually an airport, especially when it may negatively impact thousands of other property owners. The property rights of a single family should not outweigh the property rights of the community.

Good evening to our members of the Town Council.

I stood before you previously with my concerns regarding this AirField proposal. At that time I advised you all of how it would impact my day to day life.

Since then I have tried to find the financial incentive for how it would benefit the town. Due to a lack of financial analysis by the town, I have had to rely on bits and pieces of financial information from a variety of places.

- On Feb 5, 2026, there was a plane crash in the open fields near Poquito Valley. Luckily, Fire Station 59, from Prescott Valley was close enough to respond in a prompt manner arriving slightly after the Sheriff arrived on the scene.
 - In phase 1 there is no nearby fire station that can respond in a timely manner. This leaves the possibility of having an out of control wildfire that could destroy nearby houses including my own. It is needed in phase 1.
 - When it is built, based on the CAFTA 2025/2026 budget, this will increase the property taxes paid by the people of Chino Valley by around \$2.5m per year as an increase in our property taxes. Without a financial analysis, it is unknown how and when this tax increase will be implemented.
 - I provided the analysis to the Town Council for my estimates. A portion of this may be paid by ERAU, but without a financial analysis for any of the phases, this is an unknown figure. If there were no airfield with 17 hours of planes performing touch & go there would be no need for a fire station, given that there is not one today.

Since the first meeting I attended I have been told how much this will benefit the town and provide increased revenue to the town:

- There are arguments that this will increase available jobs for Chino Valley residents. Other than during the development of the AirField, it is doubtful there will be any jobs available to Chino Valley residents in phase 1. While I might agree that phases 2-4 would provide jobs should a manufacturing facility decide to move here, at present I'm doubtful that we have enough people with aerospace related research and development expertise for the majority of jobs that will be created. With the advent of AI and automated manufacturing, it is even questionable just how many jobs would be available in the manufacturing sector.
 - I've been told that phase 1 will increase construction types jobs which would be available to our Chino Valley residents for a short amount of time. It is also my understanding that there are no guarantees that the businesses that will receive the contracts will be from Chino Valley itself.
 - I have been told by Larry Holt, a councilman, that Embry Riddle expects to spend \$15 million on the phase 1 project, of which approximately 33% will be for taxable materials. 33% represents approximately \$5 million of the \$15 million. This represents approximately \$200,000 in TPT for the town.
 - Given that there is no financial analysis available, I have assumed that the \$10 million will be for labor. I roughly figured that if the employee makes \$25/hr that there would be approximately 192 short term jobs. Given that there would also be management to oversee the project, that number is more likely between 150-175.

- It is expected that the employees coming from outside of Chino Valley will spend money for food and local restaurants. For the sake of doing a budget, let's estimate that 50% of the workforce needed come from outside Chino Valley. That would represent approximately 75 people. Assume that they spend \$200 a week for 52 weeks, that would represent approximately \$780,000 additional monies not spent now in Chino Valley. At 4% that would represent approximately \$31,200 in additional tax revenue to the town.
- So we are talking about a potential \$200,000 in tax revenue for materials and for labor spending in Chino Valley an additional \$35,000 - \$50,000 we are looking at potential revenue for Chino Valley of \$235,000 - \$250,000. The bottom line is out of the \$15 million that will be spent in Chino Valley, the town will benefit for 1.7% of that figure.
- I requested a financial analysis of the entire project going forward to phase 4. The town's economic development department did not seem to have such an analysis available. How could the town even begin to consider this project if such an analysis has not been done? Given that phase 1 is not going to result in much of a benefit to the town financially, at which phase will it become profitable and add to the town's revenue? What guarantees are in place? If there are none, will this become like Old Home Manor only worse.
- What have you budgeted for legal defense? I currently know of at least 3 legal challenges and I would anticipate more. What have you budgeted for this expense for this specific project? Lawyers are not cheap.
- It seems like the Council is just dreaming of future phases that may never come to pass. And what will we be stuck with? A bunch of small planes buzzing around our homes for 17 hours a day with no relief, no fire station to protect us from when they make a "mistake", a loss of revenue when the Buddhist Institute has to leave, decreased home values and no money to speak of added to the town's revenue.

Deny the CUP. Quit living on "dreams".

Jo Ann Savage
Chino Valley Resident

My name is Mark Vucich. I have lived in Arizona for 70 years and in Chino Valley over 25. I served the Chino Valley Board of Adjustments for several years and was proud to do so.

We moved here from Prescott for the peace and quiet that we felt was needed when my wife became ill with cancer and developed cardiovascular and other health issues and we chose Chino Valley and not in the proximity of an airport for those reasons. Now we feel it is being forced on us.

While I and many others here understand the need for our town to grow is inevitable, this proposed airstrip/airport with 17 continuous hours a day of nonstop airplane droning, planes flying 1000 - 2000 feet in holding patterns awaiting their touch and go will do nothing to help with that endeavor. A great number of Chino Valley residents and all the areas that will be affected by this noise are concerned about the following:

Studies have proven that pollution from prop airplanes arise from the use of lead fuels that are proven to pollute the air and surrounding land, affecting animals and people with unhealthy air and ultimately polluting the land.

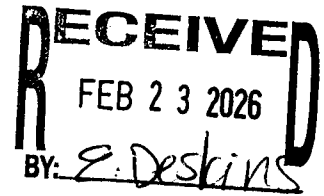
Studies also show the continuous droning of loud, persistent noises can and do cause or exacerbate significant health problems including but not limited to nervousness, cardiac problems, sleep issues, irritability, and many other health issues. Both domestic and wild animals are also affected.

The Garchen Institute, a place of peace, solitude and religious training, requires peace and quiet for their surroundings. This airstrip will be less than 1.5 miles from them, thus destroying those things. Old home Manor and Prescott College and many other areas will be adversely affected. Our night skies will no longer be quiet, nor will they be able to be watched for the enjoyment we currently experience.

It is proven that home values can drop as much as 10 – 20% and, as most of us have our retirement \$\$\$ invested in our homes, we cannot afford to lose it, nor can most of us afford to relocate.

I do not know the Perkins family, but it appears that they will be the only ones to benefit from this project and that ANY financial benefit to the town is many years down the line and relatively small.

One family should not be able to ruin the peacefulness, property values and health of this or ANY town or the surrounding areas that will be affected by this project. ERAU has other choices that would not cause such discord.



Good evening Mayor and Council Members,

My name is Tracy Bruner, and I am the VP of Antelope Meadow POA. We are in unincorporated Yavapai boarding Chino Valley and whose taxes help to pay for the infrastructure for Chino Valley including their public schools (teachers, buildings, programs), County Services (law enforcement, courts, public health), Fire protection and safety, Libraries and parks, Community college funding and Flood control and other special district services.

I'm here to speak about the proposed airstrip on the Perkins property for lease to Embry-Riddle Aeronautical University and their flight training program.

This issue is not about being anti-education or anti-aviation. It is about land use compliance, cumulative impact, and long-term consequences for this community.

First, zoning and statutory compliance matter. Arizona's land use framework, including the Arizona Revised Statutes, requires that land uses be consistent with adopted general plans, zoning designations, and development codes. When a project of this scale introduces sustained flight operations into a predominantly rural and residential area, the burden is on the applicant to demonstrate full compliance. That burden should not shift to residents to absorb uncertainty.

Several provisions within the Arizona Revised Statutes and the town's Unified Development Ordinance require consistency with the adopted General Plan and careful evaluation of compatibility and intensity of use. I respectfully urge the Council to apply those provisions strictly in this case.

Second, sound and topography are not abstract concerns. Prairie land surrounded by mountains does not buffer noise. It carries and reflects it. Unlike urban airports that are buffered by commercial zones and infrastructure, this location has none of those mitigating features. That directly affects quality of life, property values, and compatibility with surrounding uses.

Third, this is not simply a small private airstrip. The proposal includes phased development that, over time, expands operations, infrastructure, and capacity. By the final phase, this facility will function far more like an airport than a limited-use landing strip.

Council is not evaluating a single runway in isolation. You are evaluating the cumulative impact of the full build-out plan. Approving Phase One establishes the legal and operational foundation for subsequent phases. The long-term footprint, projected flight frequency, and infrastructure must be analyzed based on the end state, not just the starting point.

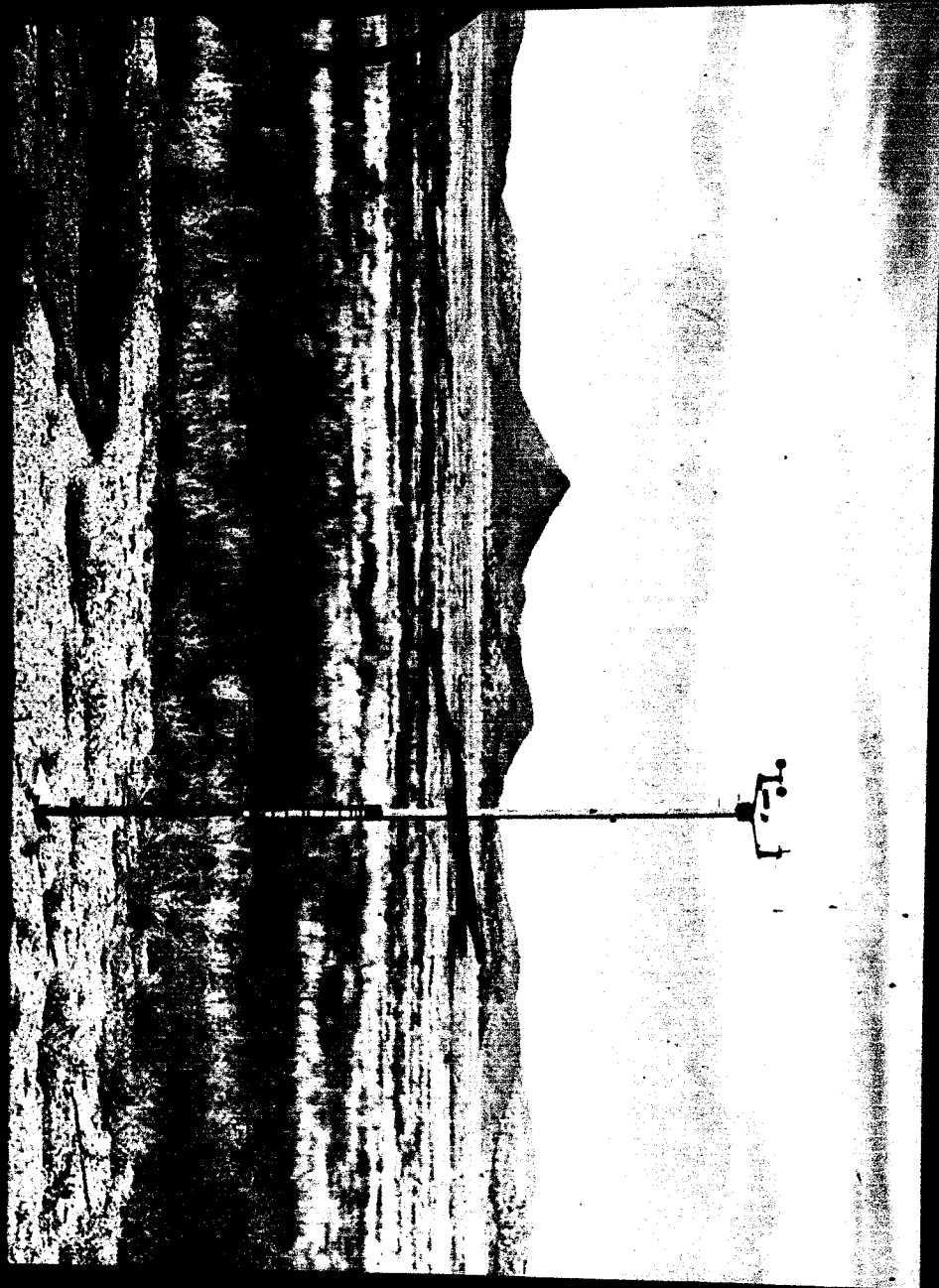
If the ultimate plan resembles an airport in function and impact, then it should be reviewed with that level of scrutiny from the outset.

Fourth, liability and insurance considerations deserve transparency. While operators may carry insurance, municipalities are often named in disputes involving land use approvals, safety concerns, and nuisance claims. Even when claims are defensible, the cost of defense and public resources is real. The community deserves clarity about any exposure created by this approval.

I recognize that the Planning and Zoning Commission has recommended approval of the rezoning and conditional use permit. However, that recommendation does not diminish this Council's independent obligation to ensure full compliance with the General Plan, the Unified Development Ordinance, and applicable state statutes. The final responsibility now rests here.

This decision will shape the character of this area for decades. I respectfully ask the Council to apply the statutes, the Master Plan, and the development code carefully, and to evaluate the full build-out impact before considering your decision..

Thank you for your time.





Tracy Bruner <[REDACTED]@gmail.com>

Formal Objection to Proposed Perkins Ranch Airfield/airstrip development and subsequent lease to Embry Riddle (ERAU) in Chino Valley--Conflict with A.R.S., Chino Valley Master Plan and its legally binding Unified Development Plan (UDO)

3 messages

Tracy Bruner <[REDACTED]@gmail.com>

Sun, Feb 15, 2026 at 5:10 AM

To: tarmstrong@chinoaz.net, egranillo@chinoaz.net, jmccafferty@chinoaz.net, sphillips@chinoaz.net, bschacherer@chinoaz.net, lhot@chinoaz.net, rswitzer@chinoaz.net, district1@yavapaiaz.gov, district3@yavapaiaz.gov, District4@yavapaiaz.gov, district2@yavapaiaz.gov, district5@yavapaiaz.gov, mfinchem@azleg.com, sbliss@azleg.com, nguyen@azleg.com, "[REDACTED]@abc15.com" <dbiscobing@abc15.com>, foxphoenixpress@fox.com, editorial@newtimes.com

Cc: noairportcv2025@yahoo.com

Mayor, Members of the Chino Valley Town Council, other governing bodies and media ,

My name is Tracy Bruner. I'm writing to request clear, written answers—on the record—regarding how the Town plans to comply with the Arizona statutes, its General Plan, and the Unified Development Ordinance (UDO)—more specifically UDO § 4.2 (Permitted Uses); UDO § 1.9.3 (Conditional Use Permits); UDO § 3.7 (including AR-4, where applicable) that are directly implicated by the Perkins Ranch Airfield approvals (rezoning/CUP and any related phasing or development agreement(s)).

To be constructive and specific, I'm listing each state statute, Chino Valley's General Plan and the Unified Development Ordinance (UDO) and asking the compliance question that follows.

1) A.R.S. § 9-461.05 (General Plan consistency). Chino Valley's General Plan - As some of you are aware, this is the town's long-range vision for how the community grows and evolves (land use, roads, economic development, services, housing policy, etc.). It was updated and ratified by voters in 2023 and now serves as the blueprint for town decision-making. It doesn't have the force of law by itself, but town decisions about development, zoning updates, infrastructure, and ordinances are supposed to be consistent with it. More importantly, The Unified Development Ordinance (UDO)—This is the actual enforceable set of rules that governs zoning, allowed land uses, building standards, setbacks, densities, conditionally permitted uses, etc. The UDO is part of the Town Code of Ordinances and does have the force of law. The Town Council and staff should be making land-use decisions in line with it. Please review UDO § 4.2 (Permitted Uses); UDO § 1.9.3 (Conditional Use Permits); UDO § 3.7 (promote and preserve low-density residential and agricultural development and to prohibit incompatible activities).

How is approving the Perkins Ranch Airfield (zoning + CUP + any phased expansion concept) consistent with Chino Valley's adopted General Plan —specifically the land use, circulation/transportation, environmental/noise compatibility, and public facilities/services elements? Please cite the specific General Plan goals/policies the Town relied on.

2) A.R.S. § 9-462.01 (Zoning power tied to public health, safety, and welfare)

What findings did the Town make, based on evidence in the record, that this rezoning/CUP conserves and promotes public health, safety, and general welfare—given aviation noise (which is compounded by the prairie land surrounded by mountains provides little to no natural buffering. There are no dense trees, structures, or terrain features to absorb or block noise. Given these conditions, any additional sustained or amplified noise in this prairie environment will likely travel farther and be more noticeable than many anticipate), overflight impacts, emergency response considerations, and risk to nearby communities? Please identify the studies, memos, and expert analyses relied upon.

3) A.R.S. § 9-462.04 (Public hearing + notice requirements)

How did the Town ensure compliance with statutory notice and hearing requirements—especially the "general explanation" and "general description of the area affected"—given that aviation impacts (noise/overflight) extend beyond a narrow noticing radius? Please provide the noticing map/radius used and the rationale for why it was legally sufficient.

4) A.R.S. § 9-500.05 (Development agreements)

If the Town intends to rely on a development agreement to control phasing, operations, mitigation, infrastructure, or other obligations for the airfield:

- What exact enforceable obligations will be included?
- How will compliance be measured (monitoring, reporting, inspections, trigger thresholds)?
- What specific penalties/remedies apply if the operator violates the agreement?

Please explain how enforcement will work in practice.

5) A.R.S. § 28-8462 (Airport hazard treated as a public nuisance)

State law characterizes an "airport hazard" as a public nuisance and calls for prevention/elimination. What steps is the Town taking to ensure it is preventing—rather than creating—an airport hazard associated with this proposal (including approach/departure corridors, obstacles, incompatible development, and risk to nearby communities)?

Please identify the hazard-area mapping and mitigation plan relied upon.

6) A.R.S. § 28-8464 (Authority to adopt/enforce airport hazard area zoning)

Will the Town adopt and enforce airport-hazard-area zoning regulations for the Perkins Ranch Airfield—and if not, why not? If yes, what zones will be created, what uses will be restricted, and how will height/obstacle controls be handled?

7) A.R.S. § 28-8467 (Procedure; airport zoning commission)

Has the Town followed required procedures for initial airport-hazard-area zoning tied to this proposal, including the use/appointment of an airport zoning commission where required? If not, what is the Town's compliance plan and timeline before approvals become effectively irreversible?

8) A.R.S. §§ 38-431.01 and 38-431.02 (Open Meeting Law: legal action + notice)

Given the size and controversy of this project, what steps is the Town taking to ensure all "legal action" and direction to staff occurs in properly noticed public meetings (not serial communications), with agendas that reasonably inform the public what will be discussed and decided? Please identify how the Town documents compliance.

9) A.R.S. § 39-121 (Public records)

Will the Town commit to prompt production of all public records related to this proposal, including emails/texts used for Town business, drafts, consultant work, noise/risk modeling, FAA/ADOT communications, and development agreement drafts? Please provide the Town's point of contact and a production timeline.

10) Proposition 312 / A.R.S. § 42-17451 (Property tax reimbursement for certain nuisance-related costs)

Prop 312 (A.R.S. § 42-17451) creates a state reimbursement process when a city's non-enforcement of nuisance laws—or maintaining a public nuisance—forces property owners to incur costs to mitigate impacts. What is the Town's plan to ensure it is not exposing Chino Valley taxpayers (including the Unincorporated Yavapai County residents that pay into Chino's infrastructure & services via other governing bodies in related districts via Property Taxes) to Prop 312 reimbursement claims arising from nuisance conditions the Town has authority to address and chooses not to enforce against? In addition to their own UDO.

I am just 1 of many people/families impacted. Please see the picture below showing my families vantage point of touch & go training maneuvers and flight traffic right out the back of my arcadia glass door and image the impact to my home, its value & land with its sounds, view, lead pollution, light pollution for an aviation training school starting out with 100's of planes per day operating 5:30 AM to 11:00 PM 24/7—the red line drawn is where the airstrip will be from my vantage point. Think sight, sound, pollution, and environmental impact with the frequency of the flight activity. Would you want to live there? While the ERAU does create needed trained aviators, there are many other options ERAU has than this close to residential properties and communities.



11) Public Nuisance Statutes – A.R.S. §§ 13-2917 and 28-8462.

Under A.R.S. § 13-2917, Arizona defines a public nuisance as conduct that knowingly creates or maintains a condition that interferes with the comfortable enjoyment of life or property by a considerable number of persons, and it classifies such conduct as a misdemeanor.

Additionally, A.R.S. § 28-8462 expressly provides that an “airport hazard” is a public nuisance and that such hazards should be prevented or eliminated.

Given these statutes, the General Plan, and the UDO, which statutes and ordinances that do have the force of law, what analysis has the Town performed to determine whether the scale, intensity, and projected operations of the proposed airfield could constitute or contribute to a legally recognized public nuisance affecting surrounding property owners? Including those in the Unincorporated Yavapai County that borders Chino Valley and pay into the Property Tax base via other governing bodies through property taxes.

Further, what specific preventative measures, enforceable conditions, or operational safeguards has the Town required to ensure that it is not authorizing or facilitating the creation or maintenance of a nuisance condition under Arizona law and their own UDO?

Please identify any legal opinions, risk assessments, or nuisance analyses the Town relied upon in reaching its decision.

I respectfully request that the Town's written response to each of the above items be placed in the official public record and included in the agenda packet for the next available Town Council meeting.

I would also appreciate a list of all documents the Town relied on in making its decisions (including any noise contours, risk analyses, operational forecasts, and enforcement plans).

Thank you for your time and attention. I am requesting this information so the public can clearly understand the Town's legal and practical plan to comply with state law and Ordinances and protect residents.

Respectfully,

Tracy Bruner
Vice President, AMPOA (Antelope Meadows Property Owners Association)

[REDACTED]
[REDACTED]
Prescott Valley, AZ 86315
Unincorporated Yavapai County

Good evening Mayor and Council Members,

My name is Tracy Bruner, and I am the VP of Antelope Meadow POA. We are in unincorporated Yavapai which borders Chino Valley and whose taxes help to pay for the infrastructure for Chino Valley including their public schools, County Services, Fire protection and safety, Libraries and parks, Community college funding, and Flood control and other special district services. ~~I'm here to speak about the proposed airstrip between the Perkins property for lease to the ERAU flight training program.~~

This issue is not about being anti-education or anti-aviation. It is about land use compliance, cumulative impact, and long-term consequences for this community.

First, zoning and statutory compliance matter— Arizona's land use framework, including the Arizona Revised Statutes, requires that land uses be consistent with adopted general plans, zoning designations, and development codes. When a project of this scale introduces sustained flight operations into a predominantly rural and residential area, the burden is on the applicant to demonstrate full compliance. That burden should not shift to residents to absorb uncertainty.

Several provisions within the Arizona Revised Statutes and the town's Unified Development Ordinance require consistency with the adopted General Plan and careful evaluation of compatibility and intensity of use. I respectfully urge the Council to apply those provisions strictly in this case.

Second, sound and topography are not abstract concerns—Prairie land surrounded by mountains does not buffer noise. It carries and reflects it. Unlike urban airports that are buffered by commercial zones and infrastructure, this location has none of those mitigating features. That directly affects quality of life, property values, and compatibility with surrounding uses.

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Council is not evaluating a single runway in isolation. You are evaluating the cumulative impact of the full build-out plan. Approving Phase One establishes the legal and operational foundation for subsequent phases. The long-term footprint, projected flight frequency, and infrastructure must be analyzed based on the end state, not just the starting point.

If the ultimate plan resembles an airport in function and impact, then it should be reviewed with that level of scrutiny from the outset.

Fourth, liability and insurance considerations deserve transparency.---

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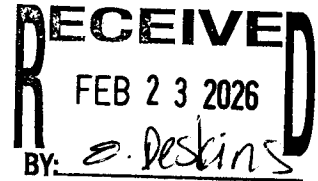
I recognize that the Planning and Zoning Commission has recommended approval of the rezoning and conditional use permit. However, that recommendation does not diminish this Council's independent obligation to ensure full compliance with the General Plan, the Unified Development Ordinance, and applicable state statutes. The final responsibility now rests here.

This decision will shape the character of this area for decades. I respectfully ask the Council to apply the statutes, the Master Plan, and the development code carefully, and to evaluate the full build-out impact before considering your decision.

Thank you for your time.

February 23, 2026 – Chino Valley Town council – Call to the public

Toni Garden [REDACTED] Chino Valley, AZ 86323



I am a home owner in Chino Valley town Limits. I am 100% completely against this Airport!

Town council members are expected to maintain neutrality, particularly when acting in a quasi-judicial capacity (such as voting on zoning variances, or land-use permits. This has not been the case. So far? *PREFERENTIAL Treatment is being*

PRACTICE - Right in this meeting.
The Planning & Zoning and town council so far has disregarded the town and people in outlying areas completely and are showing favor in regard to this airport, as there have been posts and comments in social media by a P&Z member and council members showing favor of this Airport.

So if this goes through, we can look forward to an Aeronautical freeway above our heads. But the fight will continue. *40,000+ flights*

~~As a whole the people against the Airport have been marginalized, disrespected, and told we had "misinformation" and completely disrespected by the Perkins family as well. Then there is the lack of transparency. There should be a high level of neutrality concerning your individual feelings.~~

I take a daily moral inventory: an acronym for EGO – Edging God out. The Oxford Group set these moral standard's to test thought's and actions against God's will for ethical integrity, they are Non denominational. The Oxford Group Four Absolutes can be googled.

The four Absolutes are.

- 1st absolute honesty – is it true or false?
- 2nd absolute purity – Is it right or wrong?
- 3rd absolute unselfishness – How will it affect other people?
- 4th absolute Love – Is it ugly or beautiful?

There are three kinds of dishonesty:

- 1st – outright lies
- 2nd – self delusion, lying to one's self
- 3rd – Omission

As council members I implore you to take a personal moral inventory individually based on these principles before you take a vote. *Tomorrow*

Thank You,

Toni Garden

David Wolken

[REDACTED]
Unincorporated Chino Valley

With tens of thousands of flights per year projected in the approach and departure corridors of Prescott Regional, eventually, something bad will happen, like a mid-air collision. Look at what happened in Washington DC involving experienced pilots. The possibility of an accident is only magnified by the sheer number of planes separated by only hundreds of feet. To any sane person this is insanity!

Just because Development Services attaches a memo that the airstrip will be built at their "own risk" does not absolve the Town's liability in a huge lawsuit running into tens or even hundreds of millions of dollars if an airliner with 80 to 100 people is involved in a collision.

At the Planning and Zoning meeting on January 6, Chuck Merritt asked Will Dingee to check into problems and complaints at the Cottonwood Airport with Embry-Riddle training flights. All in attendance saw Will Dingee look right at Embry-Riddle's table for an answer. At subsequent meetings, the plight of Clarkdale was never addressed. Why is this being ignored? This is clearly lack of due diligence.

Mayor Armstrong, like you, I am not on social media. You have stated you want to hear from more people. You said those from which you haven't are either ambivalent or in favor. On the Facebook page opposing this airport, there are over 1000 people. You can't ignore them. What about the hundreds of signatures against that have been filed with the Town, many of which came from Chino Valley residents?

Mayor, you also said the Council is only voting on the airstrip. You stated the Town gets no benefit from this and any economic benefits in the future may or may not come.

If the airstrip goes in, it is forever. It will be attached to you, the members of this Council, another get rich scheme gone badly for everyone, except of course, the applicants.

We found out from a member of Facebook that the Arizona Attorney General is now involved and that letter has been posted. Will the Town's procedures throughout this process withstand the scrutiny of an investigation by the AG? How about lacks of calls to the public after changes were made after January 6? How about secretive meetings now coming to light? Have you dotted all your i's and crossed all your t's? How about members of this Council all over social media? That has also been brought to the attention of the AG.

Are you going to ignore the AG's office like P&Z ignored, with Will Dingee's input, a letter from an attorney? We are building a paper trail.

What is this rabid obsession shown by members of the Town government to get this approved? This raises a lot of unsavory questions. What is the Town afraid of? Is it water issues? Is it time for Chino Valley to consult with their own land use attorney? What can cause you to consider destroying this entire valley?

All these problems can go away with a NO vote.

Do the right thing, no, do the ethical thing for your residents and all your neighbors throughout this valley we call home.

February 23, 2026

Amy Wolken. We live in the county within 1.5 miles of the proposed airport with nothing but open air between. And this IS an airport – look it up. The applicants and Will Dingee could call it a petting zoo but it's still a freaking airport. And planes could end up flying right over our front porch.

Not that you'd know any of that based on maps provided. Will has stated there are "only a few mobile homes" out there "in the middle of nowhere". Tell that to the architect and custom home builder that created our off-grid home in 2021.

We chose Chino Valley based on the written values of this town and the 2040 General Plan -a yes vote would betray all of those promises.

This sneaky, strategically timed proposal, had me feeling alone and powerless. To my surprise and delight, I found out I am NEITHER! Over 1000 people have joined the Facebook group I set up ONLY two months ago today.

Manipulated language is ALWAYS great cause for concern. And for that deception to come from the department tasked with providing YOU the best information possible for an informed vote is truly frightening. Hasn't it been difficult to keep up with the changes of words, numbers, definitions and measurement.

This proposal is a threat. The applicants are looking to rape an entire valley. To take, by force, something that every one of your constituents hold dear – their homes tranquility. And if you vote yes on this, you'll be complicit in that crime by accepting what you're told by your own staff.

Don't let the glitz and glam of what they and the applicants paint as a futurist paradise. You want to sacrifice Chino Valley's people on that alter? Please do not fall for this slick, pretty ruse. This will cost the people of Chino Valley in ways you have not even considered. And for what? For whom?

An entitled family who have inherited everything from ancestors? Those who have not worked for what they have? We owe them something because their ancestors got here 100 years ago? While we have worked for decades and earned everything we have?

There have been many bone-headed decisions made by previous councils they've been derided for foolish, harmful decisions and if you vote for this, this council will move to the top of that list.

The name Embry Riddle, enrages me-the only thing they care about is devouring more airspace. ERAU, we do not want you here – go somewhere else.

Council, your staff has shown themselves to be less-than-honest in what they deliver to you...

-the maps shown are either old maps or have homes blurred out

-the coaching they have done with applicants in secret to present details in the most favorable way?

-that there has never been a single unfavorable thing brought to your attention about this proposal?

-nothing about the physical, mental and emotional health impacts that this airport would bring to all of the residents...

-the likelihood of a beacon operating from sundown to sunup?

-giving the applicants an unlimited opportunity to fill up unreasonable operating hours with non-stop flights to meet the 3 year rolling average

**-Reassessed, devalued homes. Declining revenue sources for the schools?
Consumers going elsewhere? Layoffs for Chino Valley residents? Town employees when revenue diminishes?**

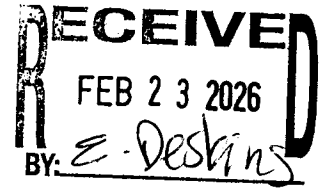
Hidden impacts, faulty and buried information from untrustworthy sources.....

That's the kind of information you have to rely upon?

Don't be complicit in this crime against the people of Chino Valley.

Do the right thing for the people you have elected to govern and vote no on this terrible, misleading and dangerous proposal.

Keng Chan, unincorporated Yavapai County.



You've already heard or will hear from Chino Valley residents who don't believe that the Perkins Airport project conforms with the "Make it Chino! 2040 General Plan". We've heard several justifications from Development Services as to why it does. Some will say that it's all just one's opinion, so why don't we skip past all that & look at what is FACT and that's The Unified Development Ordinance.

These are Ordinances that everyone has to follow, including yourselves. When an application is filed that fails to meet the requirements established in the UDO, the application is denied. *It is such an important set of documents that Development Services painstakingly spells out the definitions to be used. In this situation however, Development Services & the applicant have kept everyone confused by changing terminology. But, let's focus back on the facts, shall we?*

The matter at hand is you'll be voting on an application for a CUP with 4 phases to build a new airport (that's defined in the UDO) that will be used as a training airport for Embry Riddle. Phase 1 & 2 will bring a runway, taxiways & ramp which covers over 17 acres. In the later phases, the plan is for Commercial Office Space, an Industrial/Warehouse, Educational Buildings, a fire station & a research park. An additional 180+ acres, making the total almost 200 acres or over a 50% lot coverage. This doesn't even include roadways, parking lots or additional taxiways & ramps that I'm sure will be needed.

Now if we go back a minute, I think we'll all remember that if a project fails to meet the UDO it should be denied. In this case, the project does fail to meet the UDO because AR36 zoning which you codified as Ordinance 2025-953 on June 24th of last year only allows for 15% lot coverage. So how can you approve it?

You could of course just disregard the UDO & just approve it which would possibly be in violation of ARS 9-462.01 Violation of the Uniformity Clause. You could approve a variance of the maximum lot coverage which would be a violation of ARS 9-462.06 Variance Limitations. Please note that should you choose either or both, your decision could be considered arbitrary & capricious likely classifying it as "Illegal Spot Zoning". You could also have the applicant resubmit the application for just Phase 1 & 2 with the Phases 3 & 4 each requiring their own CUP with could then subject those later phases to referendum.

I'm going to suggest that you as a body consider your decision carefully because your decision could open the town to significantly more liability than you'll get from the pot of gold at the end of the runway.

Oh, I did forget one more option for your decision. Just say 'NO' to the Perkins Airport Project.

ORDINANCE NO. 2025-953

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT DOCUMENT ON FILE WITH THE TOWN CLERK TITLED "2025 AMENDMENTS TO CHINO VALLEY TOWN CODE CHAPTER 154 REGARDING THE CREATION OF THE AR-36 ZONING DISTRICT"; ADOPTING THE SAME BY REFERENCE; AMENDING THE UNIFIED DEVELOPMENT ORDINANCE OF THE TOWN OF CHINO VALLEY AS SET FORTH THEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES FOR VIOLATIONS.

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"), by creating a new zoning district designated as "AR-36" Agricultural Residential – 36 Acre Minimum; and

WHEREAS, the Town Council has determined that the Amendment (defined below) is consistent with the goals and policies of the Town of Chino Valley General Plan and any applicable specific area plan, neighborhood plan, or other adopted policy document; 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 recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. That certain document titled "2025 Amendments to Chino Valley Town Code Chapter 154 Regarding the Creation of the AR-36 Zoning District" (the "Amendment"), of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the Town Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record and said copies are hereby ordered to remain on file with the Town Clerk.

SECTION 3. The UDO is hereby amended as set forth in the Amendment, which is hereby referred to, adopted, and made a part hereof as if fully set forth herein.

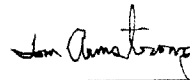
SECTION 4. If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of the Amendment adopted herein is for any reason held to be invalid or

unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. Any person who violates the UDO is subject to a civil sanction or penalty and will be punished by imposition of a civil sanction not to exceed a base amount of \$500, plus all applicable surcharges and fees, unless another penalty is specified. Each day a violation continues constitutes a separate offense. Any person who violates the UDO after previously being found responsible for committing two or more civil infractions of the UDO within any 36-month period (based on the dates of committing the offenses), whether by admission, by payment of the fine, by default, or by judgment after hearing, will be guilty of a class 1 misdemeanor punishable as set forth in A.R.S. §§ 13-707, 13-802, and 13-902.

SECTION 6. 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 24th day of June 2025.



Tom Armstrong, Mayor

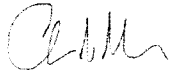
ATTEST:



Erin N. Deskins

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. 2025-953 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on June 24, 2025, and that quorum was present thereat and that the vote thereon was 6 ayes, 1 nays, and 0 abstentions. 0 Council members were absent or excused.

Erin N. Deskins

Erin N. Deskins, Town Clerk

3.5 "AR-36" - AGRICULTURAL RESIDENTIAL

A. PURPOSE

This district is intended to allow for agricultural activities, residences, and customary **accessory uses** and **buildings**, and for other **uses** that occupy large acreage land.

B. PERMITTED USES

1. One (1) **single-family dwelling** as the principal residence.
2. One (1) **guesthouse**, with a livable square footage that does not exceed one thousand two hundred (1,200) square feet or seventy-five (75) percent of the total square footage under roof of the primary residence, whichever is greater, in addition to the principal residence.
3. Farming and **agriculture**, including the keeping of cattle, horses, swine, sheep, goats, and fowl, but not **feedlots**, **slaughterhouses**, fertilizer **yards**, or plants for the reduction of animal matter.
4. Customary accessory **structures**, such as barns, corrals, arenas, training tracks, coops, storage sheds, and **metal storage containers** (See Section 4.32) for the care and keeping of non-household animals, fowl, produce, farm machinery, and equipment.
5. **Home occupations**.
6. Stands for the sale of farm produce.
7. Equestrian **recreational facilities**.
8. Libraries and museums.
9. Bed and breakfast inns.
10. Dude ranches.
11. **Commercial** ranches.
12. **Commercial stables**.

C. CONDITIONAL USES (Conditional Use Permit Required)

1. Privately owned and operated **parks** and **recreation facilities**.
2. Colleges, universities, and **trade schools**.
3. Golf, rod and gun, tennis, and country clubs.
4. Rodeos, fairgrounds, and riding academies.
5. **Airports**, aircraft landing fields, and ancillary **buildings**.
6. **Cemeteries**.
7. Livestock auctions.
8. **Public utility buildings**, **structures**, or appurtenances thereto for **public** service **use**. Extension of **public** lines in **public** or private **right-of-way** is exempt from this requirement.
9. **Indoor** and **outdoor kennels**.
10. Worker housing for persons working primarily on-site.

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, as a **permitted use**, shall be rendered by the **Zoning Administrator** with appeal to the **Board of Adjustment**.

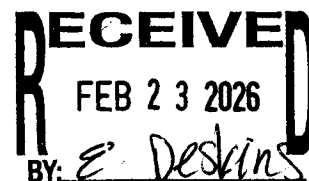
D. PROPERTY DEVELOPMENT STANDARDS

1. Minimum **Lot Area**: 36 acres
2. Minimum **Lot Frontage**: 300 feet
3. Minimum Front **Yard** Setback: 100 feet
4. Minimum Side **Yard** Setback: 50 feet
5. Minimum **Street** Side **Yard** Setback: 50 feet
6. Minimum Rear **Yard** Setback: 100 feet
7. Maximum **Building** Height: 50 feet
8. Maximum **Lot Coverage**: 15%

(Ord. 2025-953, passed 6-225-2025)

Good evening Mayor and Council

Debby Pomeroy - I live in the Town of Chino Valley.



I would like to address some of the History of our Town

* Early 1990's. Noise Ordinance, was written to address 10 young teenagers playing their music too loud as they drove through Town. Police would stop them and give them a warning. One of those boys was my son.

2026 - 80,000 operations over Chino Valley residents and our neighbors per year. This doesn't seem to be a problem with some on this Council.

Have you thought about the ramifications changing this ordinance will do. Like Barking Dogs for more than 15 min. a day. 10 mins at Night? but planes can make nonstop noise for 17 hours a day, 7 days a week..

*1992 I moved to CV. As long as I have lived here, we have been known for our Dark Sky Ordinance . Astronomers would spend nights on OHM studying the Constellations.

In a blink of an eye this Council is supporting an airfield with an airport beacon rotating 24/7.

I question how long each of you have lived here and from where you have come.

* Study's - This Town is known for their obsession with Study's. Study the Roads, Water System, Sewer System, Economic Development, not just one Council but several, same Study's over and over, Spending HUNDREDS OF THOUSANDS OF DOLLARS .

Not one Study has been done on the impact that this airfield will cause.

How about an Environmental Impact Study on the effects to our wildlife, air pollution, Light pollution, Noise Pollution, the Leaded Jet fuel contaminating our soil and over time possibly our water. Remember the scare with the Circle K leak?

Now let's talk Human impact! This community has gone through growing pains over the years. But there has been one Constant. Chino Valley has a Quaint, Rural, laid back Atmosphere. The Garchen Institute Retreat Respect for Silence. People mostly moved here to have their Animals, enjoy the outdoors, fresh air and no noise pollution

There are so many red flags with this project which effects every Towns person and our neighbors. Please take a step back, clear your mind and take a breath of fresh air. And realize that your vote tomorrow maybe the last time the Town will be able to do that.

Yesterday was just a precursor to what is to come.

KGM Comments for 23 2026 Chino Valley P&Z Meeting

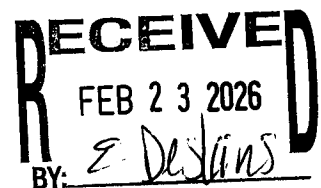
My name is Greg Murray, and I represent the Central Arizona Wildlife Alliance. I'm a conservation biologist and ecologist by training, and I'm here today to speak against this proposal on behalf of wildlife - especially pronghorns.

The grassland habitat of Chino and Prescott Valleys comprises some of the best pronghorn habitat in the state, and the parcel in question is part of it. Moreover, this parcel is substantially surrounded on 3 sides by State Trust land, and that whole part of Chino Valley is frequented by pronghorns. The data that CAWA has been collecting show that groups of over 40 pronghorn are frequently seen along those stretches of Perkinsville Road and Forest Service Road 318A.

At one time, I'm sure that those groups may have contained hundreds of individuals, but over time the loss and fragmentation of habitat via development has caused the herds to dwindle to ever-smaller remnants that are not biologically sustainable. How long will it take for our leaders to recognize a reality that has been so well-documented by scientists, and for our policies to reflect the values that so many of us share?

I'll also point out that the adverse effects of the proposed airfield on wildlife likely won't be limited to its mere **physical** footprint. Like most animals, pronghorn are known to avoid areas with significant human-caused noise pollution. So adding in the area affected by the noise of planes taking off and landing, virtually **all** of that 4 mile (or so) -wide section of Chino Valley between the housing developments and small-ranchettes to the west and the Black Hills to the east may be affected. That's really the only movement corridor for pronghorn through that part of Chino Valley, and tha links it to Prescott Valley to the south.

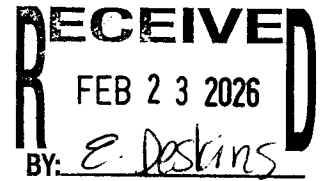
As the application for a special use permit itself states, all of the land in this part of Chino Valley has been identified by the AZGFD as a "**Conservation Opportunity Area**," and we believe that area governments could do more to take advantage of that opportunity. How long do we continue to fragment the landscape and lose the wildlife populations that enrich all of our lives before we start making decisions that benefit **both** people **and** wildlife, and leave to those who come after us a place that they will cherish as much we do now?



To: Chino Valley Town Council

February 23, 2026

Re: Address to CV Town Council Perkins Airfield 3 min



Good evening Council,

My name is Dan Clark, and I live in Windmill Ranch just west of Poquito Valley.

Based on information provided in meetings of the Chino Valley Planning and Zoning Commission, I'm told this is merely a very small private airfield to be used for a few touch and go operations of Embry Riddle Flight Training School. And that none of these flights in either left or right hand patterns will be within 2 miles of homes. And that it will not affect any surrounding homes or businesses. And that this will bring much needed economic benefit to the town of Chino Valley.

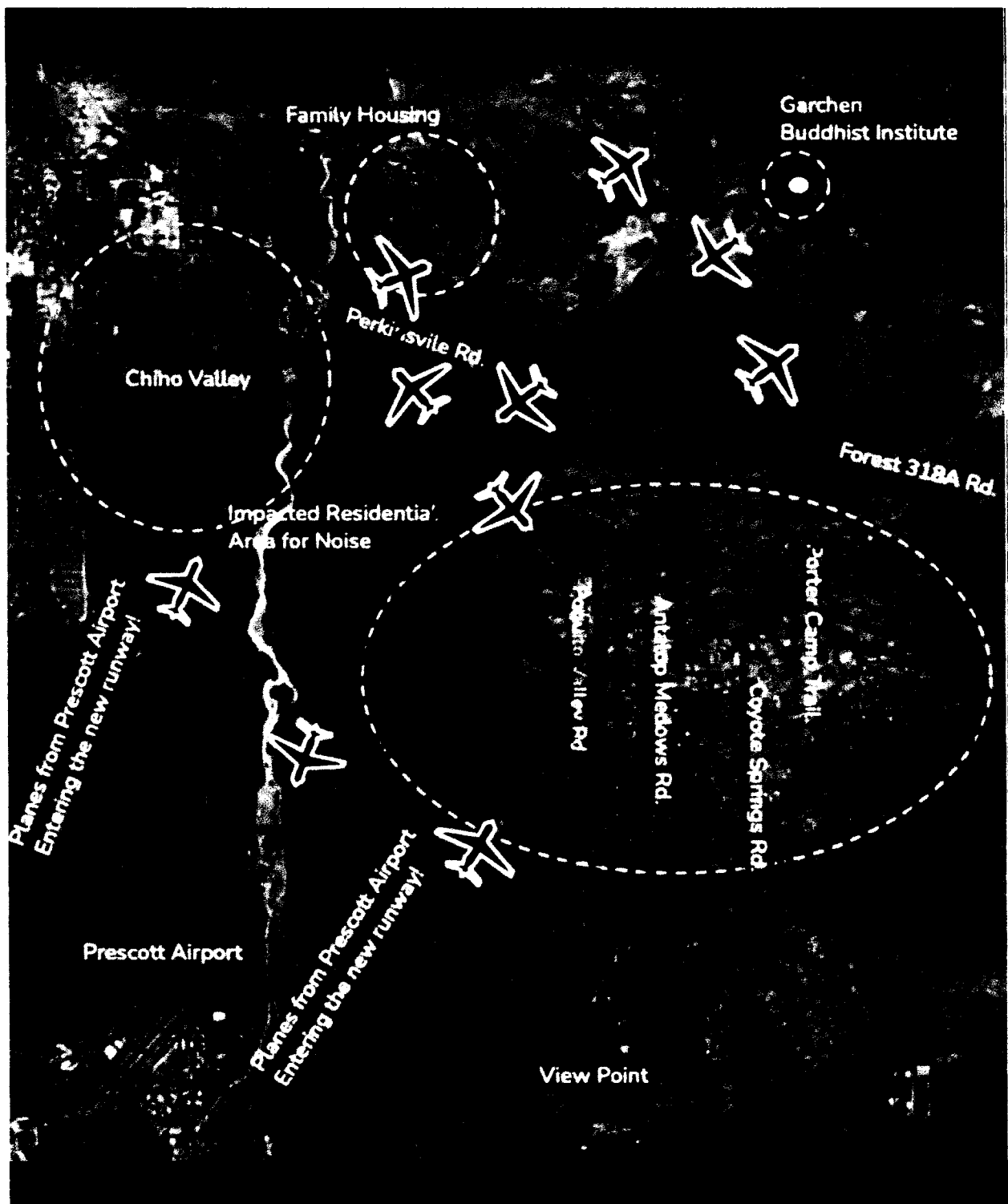
Based on circulated documents, there is a very different reality. This project has 4 phases, and in order to provide any economic benefit, will need to be approved for all 4, either now or eventually. Phase 1 involves student pilots flying up to 40 flights per hour, up to 100 per day, up to ^{40,000}~~80,000~~ per year, assuming all 4 phases. Reality is, all aircraft in the "patterns" will have to GET TO the patterns. The corridors entering and leaving are not being discussed by those in favor of the project, specifically because they do fly directly over homes, and well within 2 miles of hundreds of homes. Likely over a thousand. In order to enter the southern pattern, the approach corridor is very narrow, and it flies directly over my neighborhood at 1000 ft above ground level. One flight is not a problem. 100 a day is. And to add business jets and helicopters to later phases of this is beyond obnoxious. And dangerous. This approach corridor, in particular, crosses the final approach of commercial aircraft landing at Love Field PRC. Student pilots crossing a commercial landing pattern with merely 1000 ft of elevation separation, then turning directly head-on to that approach repeatedly. What could possibly go wrong? The reality is the Potomac Air Disaster on the Reagan Intl Airport approach pattern is what could go wrong. 67 people lost their lives because professional pilots entered each other's airspace as their flight paths crossed way too close together. And there were many near-misses prior to that crash, which all should have been a dire warning. Heed the warning. This is merely safety and annoyance/nuisance warnings. There are other environmental, wildlife, and property value issues I haven't even addressed.

Folks, we are your next door neighbors. You would not want us to build an amusement park right next to your home that operated from 5:30 am to 11:00 pm, despite the fact we might make a lot of money operating it. But that's figuratively what you are considering doing to us. I'll circulate documents which show what I'm talking about is not just a bunch of old curmudgeons resisting change. But you already have seen these if you read your own email messages. I sent them to you myself. This is very real for us, and the documents and some of the testimony prove that the sales pitch is a gross understatement of the eventual ramifications of this project. Many people like to label stuff like this as "unintended consequences". However, that implies that those who approved it are unaware of the consequences of their actions. You cannot claim to be unaware of this. Move it 5-10 miles north, and most of the opposition goes away.

With my warmest regards,

Dan Clark

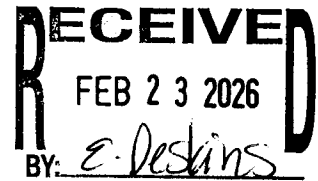
Windmill Ranch, Yavapai County, Arizona



ATTACHMENT II
PROB'ITY - PERSONAL ADVISORY BOARD



1997-98



Council members, thank you for the opportunity to speak.

I want to address several concerns about the proposed airstrip, particularly its classification, safety access, infrastructure responsibility, and long term impacts on the community.

Based on the projected level of activity, this does not appear to function as a typical private airstrip. A true private strip is usually used occasionally for personal aviation. What is being proposed here involves organized, paid flight training, continuous touch and go pattern operations, and long daily operating hours. At that scale, it would function much more like a commercial aviation training facility than a private recreational runway.

This distinction matters, because commercial aviation uses are normally subject to stricter safety, zoning, and infrastructure standards.

Safety access is a major concern. The only access road is dirt, becomes muddy and impassable during heavy rains, and lacks a bridge. That raises serious questions about whether emergency vehicles could reliably reach the site when seconds matter. I would ask whether the town has conducted a formal risk assessment of emergency response delays and whether approving this project could expose the town to liability if responders cannot access the site during an aviation incident.

Noise impacts must also be evaluated realistically. This is not about a single flyover. With continuous training patterns, aircraft would be flying low and repeatedly over the same areas for hours each day. Even miles from the pattern, the issue becomes cumulative constant repetition rather than peak loudness. I would ask whether a formal noise study has been conducted that specifically evaluates pattern operations and long-duration exposure, not just single-event noise levels.

There are also important infrastructure and public cost questions. Significant improvements may be required, including road upgrades, bridge construction, and emergency access improvements. I respectfully ask whether the town has evaluated the long-term public costs associated with this project and whether taxpayers could ultimately be responsible for infrastructure supporting what is primarily a private aviation operation.

I also ask the Council to consider the broader precedent. If a high-intensity training facility can be approved under private airstrip standards, what precedent does that set for future aviation development in our community?

So my key questions are simple: How is this project being classified as a private airstrip or a commercial aviation training facility?

Does the site currently meet year-round emergency access standards?

Has a full noise study been completed specifically addressing training patterns?

Who will be responsible for funding any required infrastructure improvements?

And has the town evaluated potential liability and long term public costs associated with this project?

~~In closing~~, this decision is not simply about one runway. It is about ensuring that a high intensity aviation operation is evaluated under the correct standards before irreversible impacts occur.

~~Thank you for your time and consideration.~~

1/2

* Brian Clinton

~~Good evening Mayor and Council members, My name is Brian Clinton. And I'd first like to start with a simple question:~~

If something is described as "not increasing flights," but at the same time it is expanding capacity, adding aircraft, and growing enrollment what do we honestly expect will happen? Because that's exactly the situation we're looking at.

Well, here are the facts and not opinions.

Embry-Riddle already operates more than 100 training flights a day in our region. Their flight training enrollment has nearly tripled over the past several years. They are actively expanding facilities to handle more students and more aircraft and their own project descriptions state they are increasing aircraft capacity significantly.

So now let me ask another question:

When a school trains more pilots with more planes in larger facilities does activity go down, stay the same, or increase? Common sense tells us the answer.

No one can give you an exact future flight number because there isn't one published But we do know what growth looks like. It doesn't happen all at once. It happens gradually. More planes. More students. More pattern work. More touch-and-go operations. Day after day, year after year.

And here's the part that often gets overlooked:

This isn't just about sound levels on a chart. It's about frequency and duration, repeated passes overhead sometimes every few minutes for hours at a time. That is the real lived experience residents are concerned about and If you introduce a busy private runway into a rural residential area without dedicated fire response capability, what does that mean for homeowners? Insurance companies look at fire protection ratings, response times, and risk exposure. Increased activity without nearby protection can affect how those properties are evaluated.

So the real question before you tonight is not whether aviation is important, we all know it is.

The real question is this:

How do you balance growth with the responsibility to protect the quality of life, safety expectations, and long-term stability of the people who already live here because once this type of operational pattern is established, it is extremely difficult to reverse.

Growth is predictable. Impacts are predictable and the decisions made here will shape this community for decades.

So I'll leave you with this:

When you have clear evidence that capacity is increasing, enrollment is increasing, and activity will logically follow, is it responsible to plan as if nothing will change?

Thank you for your time and for considering the long term interests of the entire community.

2/2

February 23, 2026

My name is Mike Ditta and I am a resident of the Town of Chino Valley.

Good evening Mr. Mayor, Town Council members. These words are mine and mine alone, not to be interpreted as to any official position.

I'm not here to expound on the virtues of either side of this project. The reason is that both sides rely on conjecture. There is no guarantee of financial gain for the town. The public nuisance may not be as bad as believed.

You, the Town Council, represent your constituents. Listen to the people of Chino Valley, ones that may not have a vested financial interest, and consider our neighbors as well. You should abide by your constituents voice, either for or against. That is why you were elected and it should be your duty as well.

Thank you

Mayor Armstrong and Town of Chino Valley Council Members,

Hello, my name is Cyndy Dicus, and I'm 4th generation Perkins. I am in favor of this airfield first and foremost to give the ERAU students a safe area to train. Secondly this would be providing not only a safe place for the students but also safer for the commercial airlines using the Prescott Airport. ER has been flying in the sky above us since 1978. This is not adding more planes, more noise or more pollution, again because it's not adding more planes to the sky. Has the Town of Chino Valley received complaints of these planes since ERAU came to this area, prior to Perkins Ranch requesting a rezoning and conditional use permit?

The Town Of Chino Valley came to my parents and wanted to annex in our property. They wanted the financial benefits that our property would provide, to go to them and not any other city or town. In the Pre Annexation agreement it states that Section 13 (T16N, R1W) is used as a landing field and airstrip for airplanes.

Not only this project, but also our family and anyone that supports this proposal have been threatened and cursed by the opposition. We have many friends that

RECEIVED
FEB 23 2026
E. Dicus

own or do business in the Town of Chino Valley, that have personally told us that they are afraid to speak publicly in favor of this proposal, due to threats from the opposition. The decision of this project should not be made by threats. It should be made by the impact it will have on our town, the Town of Chino Valley.

As a multigenerational resident of Chino Valley, I ask that you approve the CUP and this proposal.

I am here to request a no vote on the proposal for an airstrip on the Perkins property. There are many reasons for not building this airstrip. However, what I find to be so egregious is what a horrible deal this is for the residents of Chino Valley for the following reasons:

1. There is no revenue sharing for the township on the lease between Embry and Perkins. It is my understanding that there are water rights being given to Chino Valley, which obviously has value. But to create a project that will be at minimal a nuisance for residents and not have sufficient revenue is a huge disservice to your constituents.
2. The proponents will argue that the noise is minimal, but you should research Cottonwood and Clarksdale as it relates to noise and Embry.
 - a. The proposal has set up an agreement to limit the number of maneuvers to be performed on a daily basis. However, there are no penalties of any kind should Embry violate those conditions. A requirement without consequences is no requirement at all.
 - b. The number of maneuvers permitted is on a 3-year average, allowing them to double, triple or possibly more on this so-called daily restriction with no recourse for violations.
 - c. If this proposal is approved, please do so conditionally with a daily fixed cap on the number of daily maneuvers permitted, along with a significant financial penalty for any violation. The penalty should dramatically increase with each violation. At least this way the residents of Chino Valley will indirectly receive compensation for Embry's willful neglect of their own agreement.
 - d. There should be no make-up period for weather, holidays or anything that grounds their planes.
3. Embry needs this airstrip and the agreement favors Embry while also punishing your constituents.

I don't see how, as elected officials, you can approve this reprehensible proposal, without having your citizens vote on it. I implore you to put this to a vote at this election cycle.



February 23, 2006

To: CHINO VALLEY TOWN COUNCIL AND MAYOR ARMSTRONG

FROM: ELLISA BEAVER – [REDACTED] – Poquito Valley resident

The purpose of my statement is to ask you to either vote NO on the CV/Perkins/ERAU airfield project for all 4 phases.

A YES vote to authorize the zoning changes and CUP violates Arizona State law. In Attorney General's letter to you dated February 20, 2026, she outlines, "Pursuant to A.R.S. 28-8205 'A new airport shall not be constructed within the boundaries of an urbanized area or within 24 statute miles of the exterior boundary of an urbanized are without approval of the board (Arizona State Transportation Board). Chino Valley is legally considered an "urbanized area."

This airfield is of great consequence and concern for residents both inside Chino Valley, and in surrounding communities. It isn't right for a handful of council people to dictate to untold numbers of impacted residents inside and outside Chino Valley, the outcome of a project of this magnitude. We are extremely concerned about the lack of transparency in the details, how often the parameters change, and we have knowledge/evidence that major details have been withheld. For example, Will Dingee, CV Assistant Director Development had a meeting with Scott Gessele, ERAU's VP of Facilities, and Heidi Short, the Perkins attorney, on January 5, 2026, the day before the Planning and Zoning meeting allowing public comments. At the end of the meeting, Will Dingee sent a message to Parker Northrup, Chair of the ERAU Flight Department, saying that showing the anticipated flight path from Prescott to Chino would be detrimental due to the opposition of the county folk. We have this text message, acquired through a records request. Therefore, the flight path maps were not made available for the public to comment on nor do we know if Planning and Zoning had knowledge of the flight paths when they voted to pass the CUP.

In addition, safety concerns, fire protection, environmental impacts, the high volume of flights (80,000 in Phase 1) are some, but a few additional concerns held by many in the community as well as ultimate costs to taxpayers.

A yes vote opens the Town of Chino Valley to expensive litigation which realistically, is forthcoming.

The Perkins/ERAU airfield in this location is an unpopular and horrible idea and I urge you to vote NO.

A handwritten signature in cursive script, reading "Ellisa Beaver".

I come from a fly in community where my husband and I lived for 20+ years. We owned a Cessna 172. I am very familiar with that aircraft and the way it sounds overhead. We also, by choice, lived adjacent to Love Field for 3 years. My husband had 2 hangars there and was very involved with Civil Air Patrol Squadron 206. The repetitive drone of the airplane noise was awful, but we chose to live there. When we attempted to sell our home, we were on the market for many, many months constantly having to drop our price and although we did make a profit on the home, it was barely enough to pay realtor commission. ERAU is conducting repetitive flights over our city at present. The occasional fly over is not pleasant. I shutter to think what ⁴40,000 operations a year would be like. We now choose to live in Chino Valley where we hoped it would be quiet and peaceful as the town promised it would be. "A high-intensity aviation operation with repetitive daily flight activity does not reflect that vision."

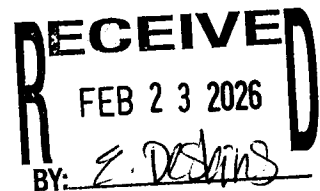
I am very concerned that this would be an uncontrolled airport. No tower guiding these very inexperienced pilots is, in my opinion, an extremely dangerous proposition.

Although I feel the Perkins family should be able to use their property as they please, it should be used ^{not} as ~~an annoyance~~ ^{a detriment} to their neighbors. Furthermore, this town benefits financially from the Garchen Institute's visitors. This airport would destroy their ability to provide the type of peace their visitors travel long distances to find.

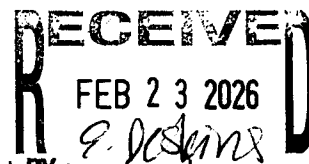
~~I find it curious when Garchen Institute offered to buy the property from the Perkins family this possibility was dismissed "on site". As an aviator in the aviation business, what could be better than to have someone else invest 15 million dollars to build an airstrip which you could use and in addition, pay you to lease the property?!~~

As your constituent, I implore you to vote NO on this project tomorrow night!

Donna Sheehan
Chino Valley



Good evening, councilmembers.



My name is Rachelle Fernow. I'm a Chino Valley resident, I grew up here, my husband and I are raising our 3 children here. I'm before you tonight not just as a neighbor and a mother, but as someone who has spent years working inside the public process to protect the character of this community.

I served on the committees that built the General Plan.

I sat in the rooms where we debated land-use categories, weighed community character against future growth, and asked-again and again- what Chino Valley wanted to become.

Because of that work, I know exactly what we intended.

When we discussed industrial land use, the only place that the General Plan places Aviation, we were deliberate.

We kept that category intentionally small.

Not by accident.

But by design.

Because aviation was never intended to be part of Chino Valley's future.

When we discussed the AR-36 land use, we were methodical.

Eliminate the SR-2 housing entitlement and offer landowners low-impact options that aligned with the agricultural character of the region.

Not airports.

Aviation was never discussed as part of the AR-36 land use.

So tonight, I am asking questions that every resident deserves to have answered:

At whose direction were Airports added to the conditional uses of the AR-36 zone?

Why was it approved last June, following documented meetings between town staff and the applicant but conveniently, four months before they officially submitted their application.

We have walked this road before to rezone this land, **to Industrial**, for this exact use and each time, this Town said clearly and unanimously that airstrips don't belong here.

Property rights do not include the right to negatively impact others.

You all agreed with that last year when you voted unanimously to prohibit utility scale solar, **a far less impactful use**, within the town limits.

Councilmember Holt was quoted as saying “We’re up here by the voters who put us here, and we need to consider what they think, regardless, of what our thoughts are”

History is not a suggestion. It is a record of who we said we were.

And who we said we were, was a Town that protects its people.

What stands before you tonight is not just a runway.

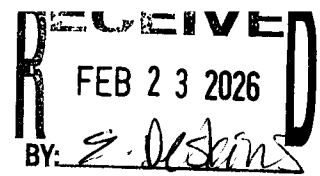
It is a fracture line

It is a break in the covenant between a Town and the people who believed in the promise that zoning meant something.

Chino Valley deserves better than incompatible uses forced into the framework.

The Town Council should honor its own rules, consistently and impartially.

The decision of a NO vote is one to make out of duty,
precedent,
and the clear intent of the award-winning General Plan
that you are sworn to uphold.



In May of 2025, Laurie and Will from Development Services brought to the Planning and Zoning Study session “a text amendment” for the reintroduction of AR-36 which was removed from the towns UDO in 2020. Airports was now listed under the list of conditional use permits. They clearly stated that the only provision in the General Plan for airports was zoned Industrial. More disturbing, Laurie Lineberry referred to this addition as a “private landing strip” and “if you had 36 acres you would never hear it”. The AR-36 text amendment passed P&Z on June 3.

On June 24, it is approved by Town Council. Development Services calls out that feed yards/feed lots were removed but at no time was airports, aircraft landing fields, and ancillary buildings brought up as a new addition.

According to ARS § 9-462.01 F All zoning and rezoning ordinances shall conform to the adopted general plan. A rezoning ordinance conforms with the land use element of the general plan if it proposes land uses, densities or intensities within the range of identified uses, densities and intensities of the land use element of the general plan.

In other words, you cannot add airports which is under Heavy Industrial due to high intensity and high-volume land use (in this case aircraft operation volume and noise) to a ranch agricultural land use, which is low density and intensity.

Oops, I forgot a step. Let me go back.

Through a FOIA request we know that in April of 2025, a month before AR-36 was reintroduced to P&Z, Laurie and Will met with Tom Perkins and representatives from Embry-Riddle. The meeting was titled Perkins Airfield.

At no point during this process did Laurie or Will disclose that Perkins and ERAU had plans to build a high-volume training airfield. There is the appearance that this was an intentional failure to disclose material facts related to the upcoming Perkins Ranch Airfield Proposal and need to have airports added to the text amendment request for AR-36 so that a Conditional Use Permit could be applied for. This screams of preferential treatment and deception.

Why was AR-36 really reintroduced and who asked for it? Was this failure to disclose an intentional act of deception? For what reason?

Town Council must deny the request to rezone to AR-36 as the ordinance is not valid and not in conformance with state statutes and the General Plan.

One final comment: who else played a role in this act of deception? I guess we will find out under the penalty of perjury when the subpoenas are served.

- From (Envelope): llineberry@chinoaz.net
- From (Header): llineberry@chinoaz.net
- To: wdingee@chinoaz.net
- Subject: Perkins Airfield
- Sent: Thu, 3 April 2025 - 11:07
- Attachment: appointment.ics - Extension: ics - Size: 1589 - Byte(s)

Meeting with Ambry Riddle representatives and Tom Perkins.

Feb 26, 2026

Re: Town Council Meeting to discuss the proposed Embry Riddle/
Perkins Airfield/Airport Project

Chino Valley, AZ

Good Evening Mayor and Town Council Members. Thank you for this opportunity to speak. My name is Matthew Vasquez and I reside in Tucson. Hat's off to all local community members including our ancestral peoples.

I and thousands of other visitors, pilgrims, and tourists have been visiting Chino Valley and The Garchen Buddhist Institute, since 1999 - recharging our work-weary minds and bodies in the natural beauty, open-space and blue skies here. We also have been long-term, steady patrons of Chino Valley businesses.

Over these past 26 years the Institute has drawn people from just about every state in the country and nations around the world. I commonly meet people who may be at war with one another in their own countries such as Ukraine & Russia, however here in Chino Valley at the Garchen

Institute they spend time together in peace, love and harmony. It seems that the icy block that can exist at home for all of us, myself included, melts away and we learn to be a little bit easier to get along with.

I drove up from Tucson today to oppose the Rezoning and the Conditional Use Permit for the proposed airfield. I don't see how this squares with the General Chino Valley Plan 2040, which places a particular emphasis on local, rural, beauty, peace and tranquility as a draw for future, smart businesses and sustainable growth. No matter how good of a project it is, in the wrong location it will only cause friction and turmoil for generations to come. It is clearly incompatible to place an airfield with its well-documented detrimental impacts into the midst of pre-existing homes, neighborhoods and businesses that produce far less noise pollution and currently generate income for Chino Valley.

The difficulty to control, stem or limit negative impacts are unfortunately pervasive and already well documented by the neighboring communities of Cottonwood and Clarkdale, now in dispute with ERAU, due to a pattern of broken agreements related to level and frequency of use. Why would Chino Valley choose to be next in line for

a decreased quality of life? While I understand the need for ERAU to train pilots, the impact of choosing this location places an unreasonable burden on pre-established residents and businesses.

Once again - I am opposed to the rezoning and the associated conditional use permit.

Thank you.

Matthew Vasquez
[REDACTED]
Tucson, AZ 85716
[REDACTED]

Hello Mayor and Town Council Members,

My name is Rachel Hopkins and I live in Tucson, AZ
I have been coming to Chino Valley regularly since 1999
when The Garchen Buddhist Institute was first established.
I have supported your economy by shopping at your
stores, staying in your motels, hotels, eating in your
restaurants, buying gas for my vehicle. My desire is to
continue supporting your economy by visiting your growing
but still quiet rural town with on-going visits to the Garchen
Institute. I am only one of thousands of returning low
impact visitors who bring benefit to Chino Valley's
economy, while not disturbing the quiet beauty of the
environment and it's animal and human residents.

My concern about the proposed 4+ phase flight training
project is the inevitable destruction of peace and quiet.
This will most definitely negatively affect the ability of the
Garchen] Institute to continue functioning as a Retreat
Center, effectively putting it out of business. Visitors,
including myself will stop coming. Who would choose to
spend their time and money engaging in meditation and
prayer right next to an airport with continuous noise and
air pollution directly overhead???

Embry Riddle has a significant pattern of broken
commitments and agreements as evidenced by the
lawsuits against them in Daytona Beach, FL as well as
Cottonwood and Clarkdale, AZ. regarding noise and air

pollution. They have NOT proven themselves to be good neighbors. Chino Valley will be unable to protect it's constituents from the inundation and engulfment that will result from the Aeronautical Training Campus that Embry Riddle has planned.

Please consider carefully the irreversibility of such a decision - rezoning the land gives Embry Riddle and the Applicant the power to destroy the quality of life of all neighboring properties, and quite likely contribute to the dying out of one of the last herds of pronghorn antelope in the area.

None of this squares with the General Plan 2040 for Chino Valley - I believe Chino Valley can do better than this!

Please instead support the Applicant in developing business and income prospects that are in line with Chino Valley's General Plan. Growth AND rural, not growth INSTEAD of rural.

The Garchen Buddhist Institute and surrounding homes that have been built in this area were built with the understanding that the land is zoned residential, and they built their Institute and homes, invested their money and their lives with that understanding. Please do not rezone the Perkins Ranch land at the expense of your constituents and neighboring county residents. Please do NOT move forward with the Airfield/Airport Proposal.

Respectfully,

Rachel Hopkins

[REDACTED]

Tucson, AZ 85716

[REDACTED]

Read @ 2:23 mtg

①

Good Mayor and Council Members,

My name is Rhonda Ceremony, and I reside at [REDACTED] in Chino Valley.

I am writing to express my opposition to the proposed airfield/airport project and to request clarification on its anticipated fiscal impact. Specifically, has the Town conducted a financial study to determine how much Transaction Privilege Tax (TPT) revenue is expected from the companies proposed for Phases 2 through 4, particularly given that many of these entities may be tax-exempt?

At this time, I do not believe the project will generate the level of revenue being presented to the community. To date, no companies have signed Letters of Intent. Without such commitments, the Town lacks the information necessary to meaningfully evaluate whether the project will provide a net fiscal benefit.

Additionally, at the Town Council meeting on February 10, 2026, under Action Item 6/B, the Council considered authorizing submission of an application to the U.S. Department of Transportation's BUILD Grant Program for the rehabilitation and paving extension design of East Perkinsville Road. The timing of this application appears closely tied to the proposed airport project. There has historically been little effort to secure funding for East Perkinsville Road, and this sudden action creates the appearance of preferential treatment. I also ask whether the required matching funds for this grant would be paid by the Town.

Finally, I am deeply concerned about the effort to push a tax increase through CFMA without adequately notifying the many communities that will be affected, particularly when the stated purpose is to fund a fire station serving a private airport. This approach raises ethical concerns and places an unnecessary financial burden on residents.

For these reasons, I respectfully urge the Council to vote **no** on this project, as it offers minimal benefit to the Town while posing significant financial risk.

Thank you for your time and consideration.

Sincerely,
Rhonda Ceremony
Chino Valley

Lead
@ 2-23 nky ②

Erin Deskins

From: Courtney Edel <courtneyedel@icloud.com>
Sent: Sunday, February 22, 2026 10:29 PM
To: Erin Deskins
Cc: Amy Wolken
Subject: Speech to be spoken on my behalf at the town meeting on 2/23/26 regarding proposed airstrip

Good evening,

My name is Courtney Edel and I reside in Chino Valley, a rural town renowned for its pristine skies and tranquil ambiance. This proposed airstrip poses a significant threat to our community's well-being, as it will inevitably introduce air pollution and noise into our lives.

Numerous residents have chosen Chino Valley as their home due to its commitment to minimizing these pollutants, which have been associated with adverse health effects. Therefore, I urge the council to consider my concerns and extend their support to our town.

Research has established a correlation between noise and lead pollution and their detrimental impacts on human health. The proposed airstrip's constant low-flying planes emitting lead exhaust will undoubtedly expose Chino Valley citizens to these pollutants on a daily basis. This situation is unacceptable and should not be permitted within our community.

Furthermore, the dry vegetation in our town is susceptible to wildfires. It raises concerns about the safety of homes located near the proposed airstrip, as increased flight activity poses a heightened risk of fire. Also to note, maintenance of a fire station that will be privately utilized by Embry Riddle raises questions about the appropriate allocation of resources.

Additionally, there are concerns about the potential devaluation of Chino Valley properties due to the proposed airstrip.

Embry Riddle's assurances regarding the avoidance of flights over homes are currently being challenged by my observations on the FlightAware website. It is imperative that these promises be upheld.

This proposed airstrip is in direct contradiction to the town's 2040 General Plan, which should not be compromised.

It came to my attention that a Chino Valley Assistant Director of Development Services had a meeting with an Embry Riddle Vice President of Facilities and a Perkins attorney the day before the Planning and Zoning meeting that was on January 6, 2026. At the end of the meeting the Assistant Director of Development Services sent a message to the chair of the Emry Riddle flight department stating that showing the anticipated flight path from Prescott to Chino Valley would be detrimental due to opposition from county citizens. It is deeply concerning that information is not being made transparent, making it so that Chino Valley citizens are unable to engage in town decisions. Was this information hidden from just the public or the commission as well? And why is the Assistant Director of Development Services suggesting that the information needed for the public to make comments on are not shared or explained to the public?

In order to preserve the charm, peace, and environmental sustainability of Chino Valley, I urge the council to explore alternative solutions that promote beneficial growth and water conservation. We must avoid the pitfalls

faced by other towns and cities that have succumbed to the pressures of aviation training in high volumes. Please keep Chino Valley, Chino Valley.

Sincerely,

Dr. Courtney Edel



③
Chris Kuknyo, District 4 Supervisor
1015 Fair St
Prescott, AZ. 86305
928.771.3207

Yavapai County Board of Supervisors

February 23, 2026

Town of Chino Valley Mayor and Council

Thank you for allowing me to relay concerns, both for and against, the proposed airstrip on the Perkins property that my office has received from residents in unincorporated Yavapai County. While this is entirely your decision, the effects of this project will be felt by the residents outside of the Chino Valley Town limits that I represent. Those constituents have reached out asking that I share their perspectives. I have no pity for people that build next to an existing airport but this is a different animal. It's an airstrip going in after people have built homes.

The main objection is the perceived impact to their peaceful and quiet enjoyment of their properties. The noise and visual impacts of the coming and going of aircraft in close proximity of their homes is not an unfounded fear. When Emery-Riddle needed a bond from the IDA last year, residents of Clarkdale made presentations to the board of the impact these student flights at the Cottonwood airport made to their daily life. The volume of flights, altitude and noise affected things as simple as enjoying a Sunday morning cup of coffee and were passionately brought up. I believe, in part, this project hopes to minimize some of the impact to the Verde by shifting flights to Chino Valley but this shifts the impact as well. I have had a hard time understanding the volume of flights that will be expected from this facility and how a "Flight" is calculated.

The fear of a drop in property values also has merit. On the property disclosure sheet that one needs to fill out before selling a home there are questions about airport noise and proximity. These things matter when selling a home. To what degree this would affect future values, is unknown.

Some comments I have received welcome the economic development that a research park would bring to Chino Valley and that it would be a huge benefit in both revenue and jobs. I would hope any agreement and timeline will be in writing with consequences if the goals are not met.

Embry-Riddle is the equivalent of Harvard to flight training. Many of our military pilots get their start at this school. They have been a benefit to the prestige and economies of our area for many decades. They have invested hundreds of millions in their facilities and continue to grow even today as the need for pilots expands.

Other areas of the County, District 1, have expressed the desire to see this project built in their area. While this would remove the impact it would also remove any future economic benefits to the town.

There have been a lot of promises made and insinuated. At first it was just for 172's and small twin engine planes and that seems to have expanded to helicopters and other larger aircraft in limited numbers with special permission. The hours seem way too broad and constant. 5:30 AM to 11:00 PM seven days a week ensures continual impact almost around the clock.

I thank the town for allowing this letter to be read into the record and I will support whatever decision you make. I ask that when you consider the potential economic impact to your citizens that you also consider the impact to your neighbors in surrounding unincorporated Yavapai County.

Respectfully,

Chris Kuknyo
Yavapai County Supervisor District 4

Read @ (4)
2-23-26 mtg

Erin Deskins

From: Cole Swearingen <coleswe@outlook.com>
Sent: Monday, February 23, 2026 9:25 AM
To: Erin Deskins
Cc: noairportcv2025@yahoo.com
Subject: For speech at airstrip meeting 2/23/26 to be spoken on my behalf

Good evening mayor and council members,

My name is Cole Swearingen and I am a resident of Chino Valley.

I feel looking at this decision from simply a numbers standpoint can also be helpful.

Using Zillow, you will find that houses within 4 miles of the Prescott Regional Airport have a substantially lower value compared to those just 10 miles away.

Filtering homes sold within the last 2 years that are of similar size, bedrooms, bathrooms, lot size, age, and amenities you find that homes have a 36.5% to 14.2% lower sale price.

Furthermore, almost all the homes within 4 miles were on the market substantially longer and had to take a lower offer than their asking price and estimate. Some as much as 24.4% below the estimated market price.

If you look collectively at all the homes in Chino Valley using the 2020-2024 U.S. Census Bureau's data on number of homes and average value this could total to a loss of between 1.1 billion to 415 million dollars in home values.

We all work hard to provide for our families and put a roof over their head; this is an unacceptable betrayal to the people of Chino Valley.

I am in strong opposition to this airstrip proposal.

Thank you for your time.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4g
MEETING DATE: 3/24/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the February 24, 2026, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the February 24, 2026, regular meeting minutes.

ATTACHMENTS:

1.	2026 02 24 CC RG MND_wWM
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**MINUTES OF THE REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, FEBRUARY 24, 2026
6:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

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 Andrew McGuire, Officer Robert Sanchez (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Police Chief Josh McIntire, Lieutenant Amy Chamberlin, Officer Dylan Wilhide, Community Services Director Cyndi Thomas, Recreation & Events Coordinator Morgan Heiner, IT Support Technician Matt Widner, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation and update from Brian Sutton, President, and Mark Lipp, Special Events Coordinator with the Chino Valley Flyers in advance of their upcoming contract renewal.

Brian Sutton, President of the Chino Valley Flyers, presented the following:

- Discussed who the Chino Valley Flyers are, where they operate, their length of operation, and where their members travel from.
- Discussed the airfield and reported some of the positive reviews they've received regarding the airfield.
- Listed their major events including the Steve Crowe Memorial Airshow, various competitions, pylon racing, glider endurance, etc.

- b. Presentation on America's 250th Anniversary and Route 66 Centennial — Town participation, planning, and branding and proposed logo and tagline to be used consistently across Town materials and events for the remainder of the year.

Cyndi Thomas, Community Services Director, presented the following:

- Presented a commemorative logo to celebrate the 250th Anniversary of America and the Route 66 Centennial. It will be on all Town printed materials, marketing pieces, emails, and event promotions through the end of the calendar year.
- Provided a brochure highlighting events throughout the year and providing contact information for communities hosting events and the official committee. The brochure is attached to these minutes.
- Announced a new Town event: Stars, Stripes, and Syrup, a community pancake breakfast. Staff is currently in communication with local groups about partnering to host the event.
- Recognized staff that helped create these materials and initiatives.

Council and staff discussed the following:

- Councilmember Holt stated that he loved the logo and suggested the Town have Tom's Print and Sign make patches to sell as a way to finance the pool.

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.

Erin Deskins, Town Clerk, stated there were no comment cards filed.

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.

Councilmember McCafferty celebrated that the men's and women's hockey teams beat Canada in the Olympics.

Mayor Armstrong stated that the Arizona Women's Network awarded Terri Denemy as Woman of the Year.

- Ms. Denemy stated that being a good leader is predicated on working with great people and recognized the Council and staff.
- b. Status report by Town Manager Terri Denemy regarding Town accomplishments, and current or upcoming projects.

Terri Denemy, Town Manager, presented the following:

- The Community Development Block Grant program was coming up, and the Town would be looking for input from the community via a public hearing on March 9 from 4:00 to 5:00 p.m. at Town Hall. The grant opportunity is for \$300,000. The matter will then come to Council for a vote to support one of the proposed projects.
- The Town received a new grant today and an announcement will be forthcoming.

5. CONSENT AGENDA

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

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

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 recommendation to approve the application from Agent Gregory Collins for a Permanent Extension of Premises for Lucy's Place, located at 3020 North Highway 89, Chino Valley.
- b. Consideration and possible action to approve Resolution No. 2026-1299 approving a Call of Election for Fall 2026, designating election dates and purpose, voter registration deadlines, and the place and last date for candidates to file nomination papers.
- c. Consideration and possible action to acknowledge scrivener's correction on Ordinance No. 2026-962 approved on January 27, 2026, pursuant to Town Code § 10.20 Authority to Correct Scrivener's Errors.
- d. Consideration and possible action to approve the January 26, 2026, study session minutes.
- e. Consideration and possible action to approve the January 27, 2026, 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 on Resolution 2026-1302 for a Conditional Use Permit (CUP 2025-06) to allow for the construction of a freestanding electronic message center sign at the Ace Hardware Store located at 1395 South State Route 89, Chino Valley, Arizona 86323.

Recommended Action: i) Hold a Public Hearing
ii) Approve Resolution 2026-1302 for a Conditional Use Permit (CUP 2025-06) to allow for the construction of a freestanding electronic message center sign at the Ace Hardware Store located at 1395 South State Route 89, Chino Valley, Arizona 86323.

Jessica Barragan, Senior Planner, presented the following:

- This application is for an electronic message center sign at Ace Hardware.
- Discussed the zoning of the subject and surrounding parcels.
- Reviewed the criteria for signs and Conditional Use Permits (CUP).
- Presented a rendering of the proposed sign and discussed specifications; the current sign will be demolished.
- Discussed operation of the sign and dark sky compliance procedures.
- Planning & Zoning unanimously recommended approval.

Mayor Armstrong opened the public hearing.

There were no requests to speak.

Mayor Armstrong closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to approve Resolution No. 2026-1302 for a Conditional Use Permit (CUP 2025-06) to allow for the construction of a freestanding electronic message center sign at the Ace Hardware Store located at 1395 South State Route 89, Chino Valley, Arizona 86323.

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 on Ordinance No. 2026-965 to rezone approximately 390 acres of land located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona, from single-family residential, 2-acre minimum,

to agricultural/residential, 36-acre minimum.

Recommended Action: Approve Ordinance 2026-965 for Zone Change ZC-2025-03 to rezone approximately 390 acres of land located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona, from single-family residential, 2-acre minimum, to agricultural/residential, 36-acre minimum.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember John McCafferty to enter Executive Session at 6:22 p.m.

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

NAY: None

7 - 0 Passed - Unanimously

The regular meeting resumed at 6:53 p.m.

Laurie Lineberry, Development Services Director, and Will Dingee, Assistant Development Services Director presented the following:

- Staff gave the bulk of their presentation at the public hearing, but would address some items that came up from speakers during the public hearing.
- Addressed the text message brought up between Mr. Dingee and an ERAU representative. The characterization that the text was meant to withhold information regarding flight paths was inaccurate. The full text exchange reveals that the applicant indicated they would prepare an updated version. The purpose was not to suppress, but rather to not show incorrect information.
- Addressed the allegations of private meetings and arrangements with developers outside the public process. Discussed other projects that included meetings with developers before the process went to the voters, including the Del Rio Springs purchase. The meetings were not approvals, rather part of the evaluation process. Further discussed earlier meetings with Perkins and ERAU stating that staff was already drafting the AR-36 zoning district when Mr. Perkins suggested including airfield and related uses. After staff discussions, they determined that it could fit if it was a conditional use, not a permitted use. The draft AR-36 ordinance was also brought to the zoning group with the addition of an airfield as an accessory use and the group made edits to the ordinance. Further discussed the process of approval as it went to the Planning & Zoning Commission and the Town Council.
- Discussed a modification to the Resolution to remove Condition #15. And a portion of Condition #16.
- Planning & Zoning recommended approval of the rezone and CUP.

Council and staff discussed the following:

- Councilmember Schacherer referred to the Housing Impact for Zone Change Requests detailed on page 157 of the packet. He inquired why a non-residential use would be permitted in a residential zone.

- Staff stated the zoning district has some residential uses and some non-residential uses as defined by permitted and conditional uses. Staff is currently updating the zoning code which does not match the General Plan. Corrections such as these would be made in the update.
- Councilmember Schacherer inquired about the fiscal impact and asked staff to give an example of possible income. He further inquired about the \$15 million estimate for the construction of the airstrip.
 - Staff stated that Phase 1 would bring in construction tax. Phases 2, 3, and 4 are projected to have the most benefits, but a lot of that information is unknown as they would be done at each phase of the process.
 - Staff discussed calculations on taxes for construction and stated that they won't know the total cost of the contract until it goes through for permits as it is a private party transaction. Further discussed some of the possibilities for revenue including fuel sales, cafeterias, purchase of development materials, commercial lease tax, etc.
- Councilmember Schacherer inquired about a lot split that should have happened before any zoning or conditional use hearing.
 - Staff stated that has been completed and approved and is ready to be recorded. It does not go to Council as it is a minor land action and, therefore, an administrative action.
- Councilmember Holt referred to the map presented and stated that the houses are closer to Love field than the proposed airstrip.
 - Staff agreed.

Council and applicant discussed the following:

- Councilmember Holt inquired if there were any funds from federal grants for this project that would require it to be open to the public.
 - Dr. Witcher stated there were none.
- Councilmember Holt inquired how long they anticipated for completion of Phase 1.
 - Mayor Armstrong directed that questions be kept to the zone change until they get to the CUP.
- Mayor Armstrong asked Mrs. Perkins about her anticipation for the rest of the property.
 - Mrs. Perkins stated that it would remain ranch land and they would take care of the antelope. She felt it was a great opportunity for the future of Chino Valley and the children. She stated they have no problems with ERAU and the airstrip would be just for touch-and-goes, and would not be a full blown airport. Her house is very close and stated the noise would be minimal and would not harm the animals.

Mayor Armstrong opened discussion for the Council to discuss their votes if they wished.

- Councilmember Schacherer stated that he would be voting "No."
- Vice-Mayor Granillo thanked everyone for coming to the public hearing and all the emails and input for the Council to take into consideration. He stated that he had been in the area his whole life and his kids graduated from Chino Valley High School. He discussed some potential benefits of the airstrip and potential detriments of the project. He hoped that everyone could be neighbors and respect each other. He

referred to comments made on social media against the Perkins family and stated they were uncalled-for.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Schacherer to deny Ordinance No. 2026-965 to rezone approximately 390 acres of land located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona from single-family residential, 2-acre minimum, to agricultural/residential, 36-acre minimum.

Councilmember McCafferty clarified that a yes vote is saying "No" to the zone change.

AYE: Vice-Mayor Eric Granillo, Councilmember Robert Schacherer

NAY: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

2 - 5 Failed

MOVED by Councilmember Robert Switzer, seconded by Councilmember John McCafferty to approve Ordinance No. 2026-965 to rezone approximately 390 acres of land located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona from single-family residential, 2-acre minimum, to agricultural/residential, 36-acre minimum.

AYE: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: Vice-Mayor Eric Granillo, Councilmember Robert Schacherer

5 - 2 Passed

- c. Consideration and possible action on Resolution No. 2026-1303 for Conditional Use Permit 2025-05, establishing a footprint of all phases for a privately owned and operated airfield and associated uses of approximately 390 acres located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona, 86323.

Recommended Action: Approve Resolution No. 2026-1303 for Conditional Use Permit 2025-05, establishing a footprint of all phases for a privately owned and operated airfield and associated uses of approximately 390 acres located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona, 86323.

Council and staff discussed the following:

- Councilmember Schacherer referred to comments about larger aircraft and helicopters utilizing the airstrip and stated he saw nothing in the CUP about that.
 - Staff stated that the applicant would be able to address that.
- Councilmember Schacherer clarified that this CUP encapsulates all four phases.
 - Staff stated that is correct, the CUP is for the footprint and uses for all four phases. Each phase would have to return to Council for a development agreement. Approval does not automatically allow construction to begin.

- Councilmember Schacher referred to page 135 of the packet calling out a total lot coverage of 15%, which would be 58.5 acres, but the airfield is 366 acres.
 - Staff discussed how they calculate lot coverage on buildings. This does not include roads, etc. They won't know the total amount of acres for buildings until the phases come back for development, but it would have to stay under the 15% lot coverage.
- Councilmember Schacherer referred to different descriptions of Phase 1 and inquired what it would actually be.
 - Staff stated that Phase 1 is what is in the Resolution as recommended by Planning & Zoning under 5(a) of Section 2. Staff stated that additional details are in the staff report because the item evolves throughout the public hearing process and conditions are added.
- Councilmember Schacherer inquired when staff received the information about a contract between CAFMA and the applicant and that the Town would not be responsible for any taxes.
 - Staff stated that occurred within the last two weeks.
 - Councilmember Schacherer inquired about terms of the contract.
 - Staff stated it would be part of the development agreement for Council approval if this item were approved.
 - Councilmember Schacherer inquired if there would be a fire department on the airstrip.
 - Staff stated it would be dependent on what the parties work out in the contract. CAFMA would cover the airstrip privately in Phase 1 for emergency response.
 - Councilmember Schacherer stated that CAFMA had told him that there would be a trailer with suppression in case of fire.
 - Staff stated they could not speak for CAFMA.
 - Mr. Perkins discussed various meetings and conversations that were had regarding a fire station on the land ultimately resulting in Mr. Perkins agreeing to donate the land and have a contract to provide services to the airfield. He discussed the fact that only two and a half percent of airfields and heliports in the U.S. have a fire station. Mr. Perkins stated that student pilots are always with an instructor pilot, but there is always the risk of a crash.
- Councilmember Schacherer referred to comments that had been made regarding this location presenting fewer conflicts with existing developments than in other communities where aviation already occurs. He inquired why staff would be concerned with conflict in other communities.
 - Staff stated they brought it up as a comparison to show that Chino Valley is very different from places like Seligman, Bagdad, and Cottonwood and having fewer conflicts with existing buildings.
 - Councilmember Schacherer stated there was more conflict with people here than having the airport anywhere else.
- Councilmember Schacherer referred to page 106 which states the development agreement would address optional matters not fully resolved through the CUP and asked staff to explain that.
 - Staff stated that this would be all of the items that come out as part of the resolution itself.

- Staff stated that even if the CUP is approved, a lot of things will come back with the Development Agreement.
 - Councilmember Schacherer further inquired about language stating that the applicant may proceed with construction prior to the execution of a development agreement and inquired if the Town gives any other developer leeway to start construction prior to execution of a development agreement.
 - Staff stated that Brightstar is currently grading at their risk. They still have to pull permits and if something happens it's on them, and they will have to fix it.
 - Andrew McGuire, Town Attorney, stated that at risk means at risk, and it doesn't vest any rights or give applicants opportunities other than what they currently have on the property. If the development agreement doesn't go through, that is on them.
- Councilmember Schacherer stated that he wanted to discuss condition #16a (operation times).
 - Councilmembers stated that they had already heard and discussed it and suggested waiting for a development agreement to discuss it further.
 - Staff stated they would discuss whatever Council would like.
- Councilmember Schacherer inquired who would be in charge of the airstrip.
 - Mr. Perkins stated that ERAU would be the lessee and would be in charge of the flight schedule. He stated that he understood people were scared about the hours and numbers of operations and explained some definitions around flights and maneuvers and the amount of flights that would occur, as have been explained in previous meetings. He further explained that the extended hours are necessary as students need instruction during those times to meet their qualifications, but the early and late hours would not be utilized often.
- Councilmember Schacherer brought up issues at the Clarkdale airport and stated that in nine months Dr. Witcher had not solved problems brought to his attention.
 - Mr. Perkins stated that he would guide the project to be friendly and managed properly.
 - Mr. Perkins further stated that the Clarkdale/Cottonwood airport is not a private airport, it is public and collects public money. The airport sits right on 89A, and people are still building around it.
 - Councilmember Schacherer stated that this project would build an airport near houses.
 - Mr. Perkins stated that they have selected to place the airstrip as far away from buildings and Highway 89, as they possibly could and stated that the only reason the Town has land out there is because it was incorporated by the Perkins family.
 - Dr. Witcher stated that he meets with the mayors, managers, and county supervisor of Clarkdale and Cottonwood every month to address any complaints. Concessions are also discussed. Since April there have been multiple complaints and twice it was found that ERAU deviated from the flight information file. Otherwise, complaints were validated and addressed.
 - Councilmember Schacherer stated that he does not want the Clarkdale situation to come to Chino. He inquired who would field all the calls.

- Dr. Witcher stated that he currently takes all the calls from Clarkdale and stated that calls to councilmembers could be forwarded to him.
 - Mr. Perkins stated that he is ultimately responsible and will field the calls.
 - Mayor Armstrong stated that the Town Manager will also take complaints about the airfield.
 - Ms. Denemy stated that the Town gets complaints for anything that happens in town. She would expect to have regular meetings to deal with complaints.
 - Mayor Armstrong stated that he has also spoken to the mayors of Clarkdale and Cottonwood and they are happy with the way things are going now, but are not happy with the way things were in the past.
 - Staff pointed out that the CUP calls out the owner designating a representative to serve as a primary point of contact for airfield operations.
- Councilmember Holt inquired if there would be an increase in what's flying today if the project were approved.
 - Mr. Perkins stated that the 80,000 operations would remain, not increase. The airfield is designed for a total of 90,000 operations, but they are only asking for 80,000 per year.
- Councilmember Holt stated that if the flights are not increasing, the pollution already exists, and therefore won't increase.
 - Mr. Perkins stated that the planes are up no matter where they are going.
- Councilmember Holt inquired about night flights stating that there were six ERAU aircraft at 10:30 p.m. last night but they were not doing touch-n-goes.
 - Mr. Perkins stated that a lot of that night flying is instrument training. They are not doing touch-and-goes.
 - Councilmember Holt stated that he noticed those planes were going toward Seligman and inquired if they would be moving to the Chino airstrip.
 - Mr. Perkins stated that if it's instrument training they would not be doing touch-and-goes. Night approaches to the Chino airstrip would utilize pilot-controlled lighting, there would be not be a continuous beacon.
- Councilmember Switzer inquired if the amount of flights out of Prescott have changed in last two months on average.
 - Mr. Perkins stated they have not, and they will not go up with this airfield.
- Councilmember Switzer referred to the proposed airspace and left exit that already exists in the proposed flight pattern.
 - Mr. Perkins discussed the different classes of airspace and explained that Prescott has to control the flow of aircraft coming in and out for safety reasons. He further stated that traffic flow has been designed to circumnavigate the built-up areas.
 - Councilmember Switzer surmised that the airstrip would cause there to be less air traffic over Chino Valley as the aircraft currently flying right over Chino would be rerouted to follow along Granite Creek.
 - Mr. Perkins agreed stated that the airfield would require more control over where students and instructor pilots go to stay away from built-up areas.

- Councilmember Switzer inquired if the item could be put up for vote via any method other than referendum.
 - Andrew McGuire, Town Attorney, stated that the Town has a limited number of things they can put directly to the voters with only one or two statutory opportunities to do so and zoning and conditional uses are not on that list.
 - Councilmember McCafferty further clarified that putting the matter to the voters, as many asked at the public hearing, is legislatively not allowed.
 - Mr. McGuire stated that the Council does not have statutory authority for that. The only avenue is a referendum on the Council's decision.
- Councilmember Switzer referred to concerns about lead pollution and stated that it would be up to the Prescott airport or the FAA to bring in this unleaded fuel.
 - Mr. Perkins stated that is infrastructure and they would have to provide the fuels to the different airfields. The newer aircraft can burn the new fuel, but older aircraft cannot. ERAU replaces their planes every four years.
 - Councilmember Switzer further surmised that traveling to farther distances like Cottonwood, Seligman, etc., would cause the planes to be in the air longer, burning more fuel.
 - Mr. Perkins agreed.

Mayor Armstrong opened the floor for the councilmembers to explain their vote.

Councilmember Holt stated that the proposal has taken a great amount of time and effort from the Perkins Ranch, ERAU, Development Services, staff, Council, and the public. He thanked everyone for the time they spent on this matter. He discussed the claims of diminishing rural character and stated that this project is less than 1% of the Town's footprint and is located at the extreme easterly boundary of the town to have minimum impact on the Town or its rural atmosphere and allows property owners to keep thousands of acres of open space. He discussed the claims of impact to wildlife and stated the Perkins have already agreed to set aside land for wildlife preservation and did not believe that the pronghorn would be disturbed by airplanes at 1,000 feet. He discussed noise and increased vehicular traffic, stating that many have had to adapt to it as their neighborhoods have developed. He discussed property values and stated that homes in Deep Well ranch have gone up in value by \$110,000 to \$205,000 since 2020. He discussed councilmembers needing to balance considerations such as landowner rights, potential benefits for the Town, and potential disruption to others while being forward-thinking and considering what the future might bring. He stated this is considering Phase 1 and is no guarantee that Phases 2, 3, and 4 will ever be completed, nor can they be considered without additional hearings. He discussed ERAU and the Perkins Ranch and their long history in the Town. He stated that Chino Valley is known for friendly people that come together, but this proposal has made him rethink that belief, as he has seen a lot of hatred during the process in the form of false statements, lies, and accusations against the Perkins family, ERAU, Town staff, and elected officials, very similar to last year's solar hearings. He suggested that nearby residents focus on addressing their municipalities' concerns, noting that several individuals live closer to the Prescott airport than to the proposed project site.

Councilmember Switzer thanked Councilmember Holt for his comments as he agreed. He stated that Chino Valley is not Cottonwood. Cottonwood is a public airport with 8,089 buildings within two miles of the Cottonwood airport. This airstrip has 12 owners within two miles and stated there is no comparison between the two. He believed this would reduce noise because the flights are already occurring, and this will put them in an area where they should

be, away from most inhabited areas. He stated that roosters, barking dogs, and cicadas in the summer all contribute to noise. He stated this is a great project for Chino Valley and the majority of residents.

Councilmember McCafferty stated this came down to competing interests. He discussed public concern and stated that he agreed with a lot of the sentiment that was shared during the public hearing. He stated that he trusts Finance Director Katie Pehl and stated that economic stability is a big risk for the Town and stated that the Town is only a couple years from having to cut services or capital improvements. He stated the Town has to increase revenue to keep up with costs, and it's not easy to find other ways to increase revenue like people often suggest. He further stated the Town has had a propensity to reject projects that could have put the Town in a better economic position. He stated that he has been watching the trends and that the Town is at a crossroads economically. He stated this body has been elected to look out for the Town's long-term economic sustainability. He stated that there are risks and no guarantees about ERAU, but he felt it was a calculated risk that the Town needs to take to put itself in a better position. He suggested the possibility that if the Council says yes to this project, others may see that Chino is open to business. He stated that this Council is trying to change the Town's reputation for not being business-friendly. He listed several projects that had a lot of resistance, but ended up being very successful. He stated that in 2001, the Mayor made an arrangement with the Perkins' to have a runway as part of the pre-agreement when they incorporated. He believed the government needed to honor their commitments. He further stated that doing what you want with your land is one of the pillars of conservative values in this community, but every time something comes up it's denied.

Vice-Mayor Granillo stated that he respects the Perkins family, but stated this project is not in compatibility with the Town's rural character. He stated that he listened to planes near his properties in Paulden and said it was really annoying. He said he feels for the nearby residents. He stated that we do need to grow the Town, but felt it should be started with an RV Park or something else, but they can't start with this.

Mayor Armstrong stated that he received a comment that if he wasn't on Facebook he wasn't paying attention. He stated that he had received 562 emails that he read and answered, and 162 phone calls that he answered or responded to.

MOVED by Councilmember Robert Switzer, seconded by Councilmember Sherri Phillips to approve Resolution No. 2026-1303 for Conditional Use Permit 2025-05, establishing a footprint of all phases for a privately owned and operated airfield and associated uses of approximately 390 acres located generally east of the intersection of East Perkinsville Road and Forest Service Road 318a, Chino Valley, Arizona, 86323.

AYE: Mayor Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Larry Holt, Councilmember Robert Switzer

NAY: Vice-Mayor Eric Granillo, Councilmember Robert Schacherer

5 - 2 Passed

- d. Consideration and possible action to approve Ordinance 2026-963, amending the Town of Chino Valley Unified Development Ordinance to authorize administrative personnel to review and approve preliminary and final plats without a public hearing, as required by state law.

Recommended Action: i) Hold a public hearing
ii) Approve Ordinance 2026-963 amending the Town of Chino Valley Unified Development Ordinance to authorize administrative personnel to review and approve preliminary and final plats without a public hearing, as required by state law.

Laurie Lineberry, Development Services Director, presented the following:

- This ordinance was required by the State to now have staff approve subdivisions.
- Effective January 1, 2026, Council will no longer see subdivisions for review and approval.
- Staff would continue the same process as when subdivisions did come to Council. Applicants will be able to appeal decisions and those will go to P&Z.
- Staff hoped the legislature would change their position on this soon so it can go back to Council where it belongs.

Council and staff discussed the following:

- Councilmember Schacherer inquired why the Development Services Director was referred to as the Zoning Administrator.
 - Staff stated it was just the title of the position.
 - Andrew McGuire, Town Attorney, stated that state statute refers certain obligations to the administrative person in that role, so they use the title to parallel the two policies.
- Councilmember Holt stated that he is opposed to this, but understands that they must vote for it as it is a requirement of law, but described it as the most ridiculous piece of legislation he's ever seen.
- Councilmember Switzer agreed and stated it was bad legislation and inquired if there was anything that could be done.
 - Andrew McGuire, Town Attorney, stated that staff has narrowed the ordinance as far as they can to be as broad with the Council's authority as they can under what statute now says.
- Councilmember McCafferty inquired if they would see plats during zone changes.
 - Staff stated that if they were submitted at the same time, they would show it to Council, but they wouldn't be able to approve them.

Mayor Armstrong opened the public hearing.

There were no requests to speak on this matter.

Mayor Armstrong closed the public hearing.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Robert Switzer to approve Ordinance 2026-963, amending the Town of Chino Valley Unified Development Ordinance to authorize administrative personnel to review and approve preliminary and final plats without a public hearing, as required by state law.

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

NAY: None

7 - 0 Passed - Unanimously

7. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Councilmember John McCafferty to adjourn at 8:38 p.m.

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

NAY: None

7 - 0 Passed - Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 24th day of February, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 4h
MEETING DATE: 3/24/2026
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the March 10, 2026, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the March 10, 2026, regular meeting minutes.

ATTACHMENTS:

1.	2026 03 10 CC RG EX MND wWM
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**MINUTES OF THE REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, MARCH 10, 2026
6:00 PM
COUNCIL CHAMBERS | 202 N. STATE ROUTE 89 | CHINO VALLEY,
ARIZONA 86323**

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 Larry Holt, Councilmember Robert Switzer

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Charlene McClendon (Sgt. at Arms), Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Assistant Public Works Director/Town Engineer Steven Sullivan, Community Services Director Cyndi Thomas, Adoption Specialist Crystal Patton, IT Support Technician Sandra Santos, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

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

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council. 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.

Erin Deskins, Town Clerk, stated no comment cards were filed.

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.

Councilmember Holt commended the Chino Valley Police Department for their work on the four-hour search for an at-risk individual who was found unconscious and made it to the hospital.

Councilmember McCafferty stated the Council has a fiduciary obligation that goes beyond just budget approval, and it was his goal to take control of the narrative and explain fiscal concerns to the public and why some projects are a must. He encouraged his fellow councilmembers to join him.

Mayor Armstrong presented the following:

- He read to the children at Mingus Springs Charter School and shared humorous stories about the event.
- The annual dog stroll benefiting the Police Department will be coming up at the end of April. There is more information on the Town website.

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

Terri Denemy, Town Manager, presented the following:

- Staff would announce the dog stroll closer to the event, but confirmed there is more information available on the town's website.
- The Town Clerk is recruiting candidates to fill a vacancy on the Town Council. Provided details on the requirements and how to apply. The deadline is March 18th at 5:00 p.m.
- An offer has been made to Ryan Anderson for the role of Public Works Director. He will be starting by June 1st.
- The Senior Center will be closed to in-house congregate meals from March 12th through March 27th while the floors are being replaced. Meals on Wheels will continue as normal. Congregate meals will be offered to those in need. Contact Cyndi Thomas at the Senior Center to make arrangements.
- Luck of the Irish Bingo will be held on March 16th from 6:00–8:00 p.m. at the Community Center.
- Chino Valley Pickleball will be hosting a fundraising event on March 30th at Pizza Hut.
- The State is soliciting input for a name for the state park. The deadline is March 31st and there is more information on the town's website.
- Presented Darby Middleton who was selected for the American Dream TV Show which she will host to represent the region. It will highlight small businesses, local events, and non-profit organizations. Congratulations to Darby.

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 Larry Holt to approve Consent Agenda item a.

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

NAY: None

6 - 0 Passed - Unanimously

- a. Consideration and possible action to approve the February 10, 2026, 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(4)(3) for the purpose of discussion or consultation for legal advice with the Town Attorney. Executive sessions are not open to the public and no action may be taken in executive session.

- a. Consideration and possible action to approve the First Amendment to the Professional Services Agreement with HR Green, Inc. for the Town's Zoning Code Update to include Engineering Design Guidelines in an amount not to exceed \$149,974.50.

Recommended Action: Approve the First Amendment to the Professional Services Agreement with HR Green, Inc. for the Town's Zoning Code Update to include Engineering Design Guidelines in an amount not to exceed \$149,974.50.

Steven Sullivan, Assistant Public Works Director/Town Engineer, presented the following:

- Discussed the Town's Engineering Design Guidelines and updates to the Town Code.
- Listed the proposed design guidelines that would be reviewed in this process.
- Reviewed the proposed work tasks as part of the contract.

There was no Council discussion on this item.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Sherri Phillips to approve first amendment with HR Green, Inc.

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

NAY: None

6 - 0 Passed - Unanimously

- b. Consideration and possible action to require a roll call vote on all Town Council Action Items.

Recommended Action: No staff recommendation.

Council discussed the following:

- Councilmember Holt stated that he has no problem with a roll call vote.
- Councilmember Switzer stated that even though individual votes comes out in the minutes of the meeting, he felt it was important for the public to know how each person votes.
- Councilmember McCafferty clarified that the intention was not to do a roll call vote for consent agenda items.
 - The other councilmembers agreed.

MOVED by Councilmember Robert Switzer, seconded by Councilmember John McCafferty to require a roll call vote on all Town Council Action Items.

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

NAY: None

6 - 0 Passed - Unanimously

7. ADJOURNMENT

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

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

NAY: None

6 - 0 Passed - Unanimously

Mayor Armstrong adjourned the regular meeting at 6:17 p.m.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 10th day of March, 2026. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2026.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 3/24/2026
CONTACT PERSON: Steven Sullivan, Assistant Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve a Public Utility Easement for Peppertree Place in connection with Highlands Apartments.

SUMMARY:

Highlands Apartments is a proposed 40-unit apartment development at the north-west corner of East Road 1 North and Peppertree Place on parcel #306-24-004N. As part of the development, staff requested dedication of the easterly 25 feet of the property to obtain the full 50-foot right-of-way for Peppertree Place, per the Town's Unified Development Ordinance § 5.3.2, Table 5-1 (Local Road).

During the Council Meeting on January 13, 2026, after discussions with the developer and staff, the Town Council requested that the right-of-way dedication be changed to a public utility easement. The developer initially agreed to the change during the meeting, but later expressed concern that there was a misunderstanding about the Town Council's intentions and the actual request.

After consulting with legal counsel, it is believed that the Town Council may have intended for staff to bring back a "public utility easement" rather than the "ingress, egress, and public utility easement" recommended by staff. If that is incorrect and the Town Council wants the developer to grant a full ingress, egress, and public utility easement, the developer requests that the consideration be reverted to an action to accept the right-of-way dedication. Staff has prepared both options for consideration and possible action.

PREVIOUS ACTION:

This is a continuing item from the January 13, 2026, meeting. Below is an excerpt from the approved minutes of the January 13, 2026, meeting:

6 b. Consideration and possible action to accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

Recommended Action: Accept the right-of-way dedication for Peppertree Place in connection with Highlands Apartments.

Steven Sullivan, Town Engineer/Assistant Public Works Director, presented the following:

- Discussed staff's request for the right-of-way dedication based on Town Code.

Council and staff discussed the following:

- Councilmember Schacherer inquired why the Town needed the 25 feet when it couldn't even complete a road.
 - Staff stated that a road could not be completed at this time, but there would also be a water main constructed in that future right-of-way for continuation northerly to have an additional waterline loop.
- Councilmember Schacherer inquired if the Town would ever have to put any kind of road there.
 - Staff stated that would be ideal, but right now it would just house the waterline. The proposal is for it to remain dirt because the new project does not access it. It would be part of the unmaintained roadways in town.
- Councilmember Switzer inquired why the developer wasn't being asked to make it a road.
 - Staff stated that was negotiated out a long time ago.
 - Councilmember Switzer felt that if it was supposed to be a road, it should be a road, and the developer should pay for it.
 - Staff stated the negotiation was part of a PAD that was approved and that's the entitlement that this property holds.
- Councilmember Switzer inquired if they could get rid of Peppertree Lane.
 - Andrew McGuire, Town Attorney, stated there are properties to the north that would be landlocked if Peppertree was no longer there. The Town does not have any obligation to improve or continue the road through to the other side.

Council and TJ Brown, applicant, discussed the following:

- Discussion ensued regarding ingress and egress of Peppertree Place an APS switchbox that cannot be moved or changed.
- Mr. Brown suggested not dedicating the right-of-way, allowing the Town access for utilities, and he would maintain that portion of land.
 - Discussion ensued regarding the particulars of a utility easement.
- Councilmember McCafferty inquired if a utility easement would in any way jeopardize access to sewer or water lines?
 - Staff stated it would grant the same access as long as it is indicated as a public ingress/egress utility easement.

MOVED by Councilmember Robert Switzer, seconded by Councilmember Larry Holt to continue the right-of-way dedication for Peppertree Place in connection with the Highlands Apartments to abandon the dedication and item and create a public ingress/egress utility easement instead.

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

STAFF RECOMMENDATION:

Approve a Public Utility Easement for Peppertree Place in connection with Highlands Apartments.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	PUE - Highlands Townhomes - Peppertree Place - with Exhibit A
2.	ROW EXHIBIT 5-8-2025
3.	Peppertree PL Water Easements Exhibit 3-17-26
4.	Peppertree PL ROW & Easements Exhibit 3-12-26

WHEN RECORDED, RETURN TO:

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

Exempt under A.R.S. § 11-1134(A)(2).

PUBLIC UTILITY EASEMENT

This grant of easement is made on this ____ day of _____, 2026, by HIGHLANDS TOWNHOMES, LLC, an Arizona limited liability company (“GRANTOR”), in favor of the TOWN OF CHINO VALLEY, an Arizona municipal corporation (“GRANTEE”).

For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant and convey to GRANTEE, its successors, and assigns, perpetual non-exclusive easements (the “Easements”) for public utility purposes, including, but not limited to, the right to maintain, operate, inspect, repair, replace, and remove the hydrants, air-release assembly, blow-off, and other related facilities constructed or installed (collectively, the “Facilities”) by or on behalf of GRANTOR in, on, under, and through certain real property located in Yavapai County, Arizona, with Yavapai County Assessor’s Parcel Number 306-24-004N, as more fully described and depicted in exhibits attached hereto as Exhibit A.

GRANTEE shall, with notice to GRANTOR, also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair, replace, and remove such Facilities, and all other rights and privileges necessary or convenient for the full use and enjoyment of the Easements for the purposes herein described, including the right of ingress and egress to and from said Easements and Facilities over adjoining property of GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of maintaining, operating, inspecting, repairing, replacing, or removing the Facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said Easements, servitudes, and privileges unto GRANTEE, its successors, and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that GRANTOR shall have full use of the property that is subject to said Easements except for the purposes for which the same is herein conveyed to GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitudes herein conveyed to it, and provided that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed, or placed on or over said Easements or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that the grade over any buried Facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE, at its sole cost and expense and without reimbursement from GRANTOR, shall maintain and replace, to the extent necessary, the Easements and the Facilities in (i) a good state of repair and condition and (ii) in accordance with all applicable governmental regulations. In the event GRANTEE disturbs or damages any areas, improvements, or plantings within the Easements, GRANTEE shall, at its sole cost and expense, repair and replace any disturbed areas, improvements, or plantings in the Easements to an 'as good as' or better condition than existed prior to any damage. Notwithstanding the foregoing, reasonable wear and tear resulting from normal and incident use of the Easements shall be permitted. If necessary, GRANTEE shall replace any damaged improvements with like improvements or plants that previously existed on the Easements. All work shall be conducted in a good and workmanlike manner, and in accordance with all rules, regulations, and permitting requirements governing the repair, replacement, installation, or construction of similar facilities on real property owned by GRANTOR. Notwithstanding the terms of this paragraph, GRANTEE is not responsible for the maintenance of improvements, utilities, or other facilities located within the Easements that are owned or operated by GRANTOR or any entity other than GRANTEE and its contractors and their subcontractors. GRANTEE shall identify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE or its contractors and their subcontractors who provide these services at the will of the GRANTEE in its use of Easements.

This Public Utility Easement constitutes a perpetual non-exclusive covenant running with the land for the benefit of GRANTEE, its successors, and assigns.

CAUTION: The above-described Easements may contain underground facilities, the location of which must be verified as required by A.R.S. §§ 40-360.21 *et seq.* (Arizona 811) prior to excavation.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have duly executed this Public Utility Easement to become effective as of the date first set forth above.

GRANTOR:

HIGHLANDS TOWNHOMES, LLC,
an Arizona limited liability company

By

Name

Title

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged
before me by _____.

(Seal and Expiration Date)

Notary Public

(ADDITIONAL SIGNATURES FOLLOW)

GRANTEE:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2026, the foregoing instrument was acknowledged
before me by _____, _____ of the Town of Chino Valley.

(Seal and Expiration Date)

Notary Public

EXHIBIT A
TO
UTILITY EASEMENT

[Legal Descriptions and Depictions]

See following pages.

EXHIBIT A

WATER EASEMENT IMPROVEMENT - LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA; AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TOWN OF CHINO VALLEY BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 LYING SOUTH 01 DEGREES 39 MINUTES 57 SECONDS WEST (BASIS OF BEARINGS), 2,642.93 FEET FROM A COTTON PICKER SPINDLE MARKING THE NORTHWEST QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS EAST, 777.63 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 30 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID ARC A DISTANCE OF 212.06 FEET;

THENCE SOUTH 84 DEGREES 16 MINUTES 14 SECONDS EAST, 82.47 FEET TO A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,500.00 FEET WITH A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 31 SECONDS;

THENCE EASTERLY ALONG SAID ARC A DISTANCE OF 265.08 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 30 SECONDS EAST, 59.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 39 MINUTES 13 SECONDS WEST, 25.01 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 30 SECONDS EAST, 12.05 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 04 SECONDS EAST, 25.00 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS WEST, 11.93 FEET TO THE POINT OF BEGINNING.

THE AREA IS 300 S.F. OR 0.007 AC. MORE OR LESS.



**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

WATER EASEMENT - LEGAL DESCRIPTION
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT A
	1 OF 2	DATE	03-17-2026

W 1/4 COR. SEC 23
FND TOWN OF CHINO
VALLEY BRASS CAP

NW 1/4 COR.
SEC 23
FND COTTON
PICKER SPINDLE

POINT OF
COMMENCEMENT

N89°39'15"E
777.63'

S01°39'57"W
2642.93'

R=2000.00'
D=06°04'30"
L=212.06'
T=106.13'

S84°16'14"E
82.47'

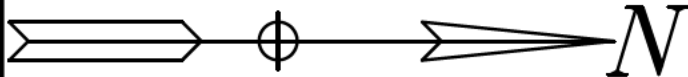
R=2500.00'
D=06°04'31"
L=265.08'
T=132.67'

59.02'
N 00°53'30" E

POINT OF BEGINNING

L1
S89°39'13"W 25.01'
N89°56'04"E 25.00'

L2



SCALE 1" = 10'



LINE DATA:

Line Number	Bearing	Distance
L1	N 00°53'30" E	12.05'
L2	S 00°53'30" W	11.93'



**ALLEN
CONSULTING
ENGINEERS, INC.**

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MESA, ARIZONA 85206
PHONE (480) 844-1666

WATER EASEMENT
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT A
	2 OF 2	DATE	03-17-2026

EXHIBIT A

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A PORTION OF THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA; AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TOWN OF CHINO VALLEY BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 LYING SOUTH 01 DEGREES 39 MINUTES 57 SECONDS WEST, (BASIS OF BEARINGS) 2,642.93 FEET FROM A COTTON PICKER SPINDLE MARKING THE NORTHWEST QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS EAST, 777.63 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 30 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID ARC A DISTANCE OF 212.06 FEET;

THENCE SOUTH 84 DEGREES 16 MINUTES 14 SECONDS EAST, 82.47 FEET TO A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,500.00 FEET WITH A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 31 SECONDS;

THENCE EASTERLY ALONG SAID ARC A DISTANCE OF 265.08 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 30 SECONDS EAST, 343.16 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 57 MINUTES 53 SECONDS WEST, 25.00 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 30 SECONDS EAST, 20.43 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 48 SECONDS EAST, 25.01 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 30 SECONDS WEST, 20.58 FEET TO THE POINT OF BEGINNING.

THE AREA IS 513 S.F. OR 0.012 AC. MORE OR LESS.



**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

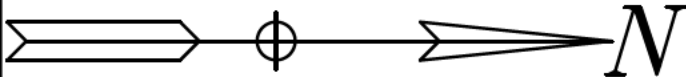
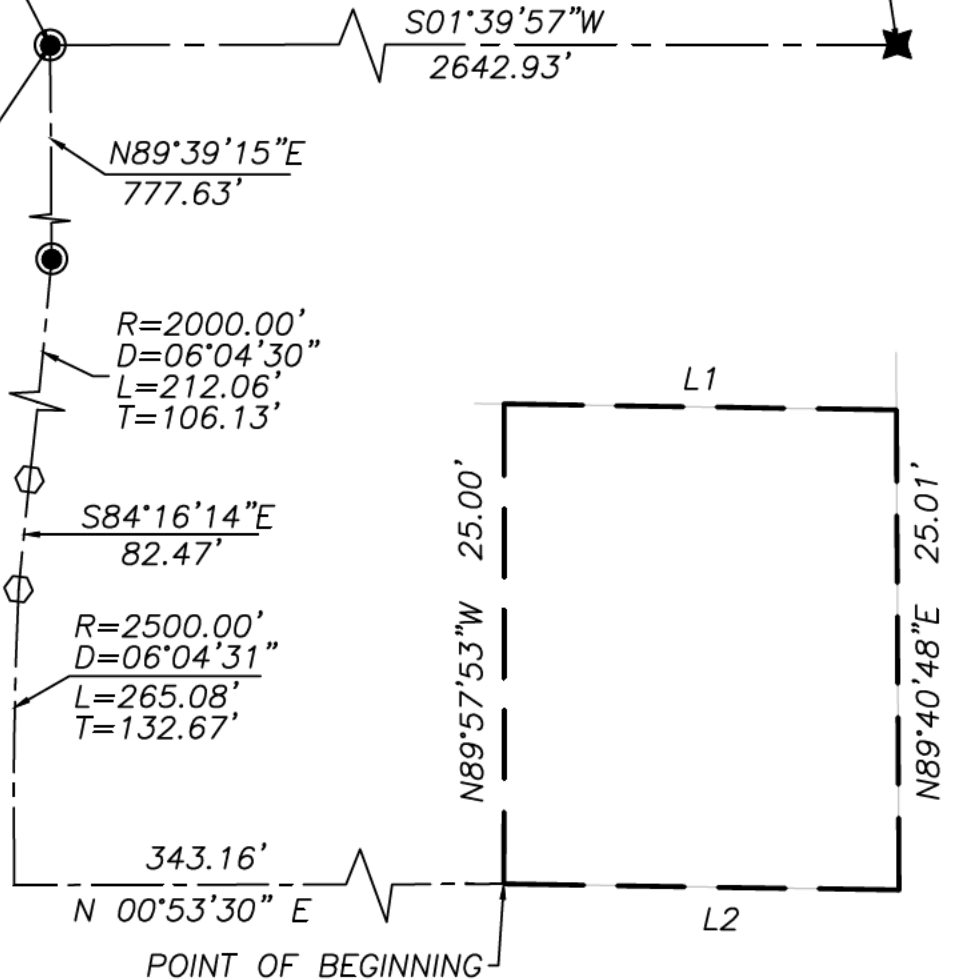
WATER EASEMENT - LEGAL DESCRIPTION
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT A
	1 OF 2	DATE	03-17-2026

W 1/4 COR. SEC 23
FND TOWN OF CHINO
VALLEY BRASS CAP

POINT OF
COMMENCEMENT

NW 1/4 COR.
SEC 23
FND COTTON
PICKER SPINDLE



SCALE 1" = 10'



LINE DATA:

Line Number	Bearing	Distance
L1	N 00°53'30" E	20.43'
L2	S 00°53'30" W	20.58'



**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

WATER EASEMENT
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT A
	2 OF 2	DATE	03-17-2026

EXHIBIT A

25' RIGHT OF WAY - LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST CORNER OF SECTION 23, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, YAVAPAI COUNTY, ARIZONA; AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A TOWN OF CHINO VALLEY BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 LYING SOUTH 01 DEGREES 39 MINUTES 57 SECONDS WEST, 2,642.93 FEET FROM A COTTON PICKER SPINDLE MARKING THE NORTHWEST QUARTER CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 39 MINUTES 15 SECONDS EAST, 777.63 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 30 SECONDS;

THENCE SOUTHEASTERLY ALONG SAID ARC A DISTANCE OF 212.06 FEET;

THENCE SOUTH 84 DEGREES 16 MINUTES 14 SECONDS EAST, 82.47 FEET TO A POINT ON CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 2,500.00 FEET WITH A CENTRAL ANGLE OF 06 DEGREES 04 MINUTES 31 SECONDS;

THENCE EASTERLY ALONG SAID ARC A DISTANCE OF 265.08 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 32 SECONDS EAST, 59.03 FEET TO THE POINT OF BEGINNING;

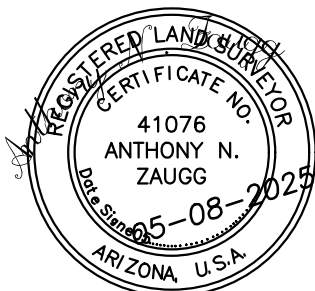
THENCE SOUTH 89 DEGREES 39 MINUTES 19 SECONDS WEST, 25.01 FEET;

THENCE NORTH 00 DEGREES 53 MINUTES 32 SECONDS EAST, 304.73 FEET;

THENCE NORTH 89 DEGREES 40 MINUTES 48 SECONDS EAST, 25.01 FEET;

THENCE SOUTH 00 DEGREES 53 MINUTES 32 SECONDS WEST, 304.73 FEET TO THE POINT OF BEGINNING.

THE AREA IS 7,618 S.F. OR 0.174 AC. MORE OR LESS.



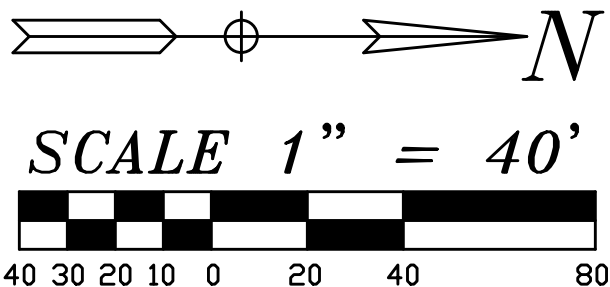
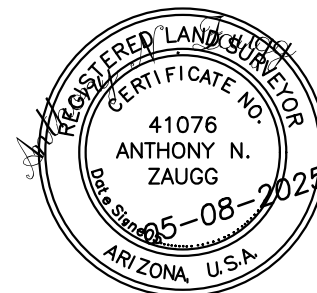
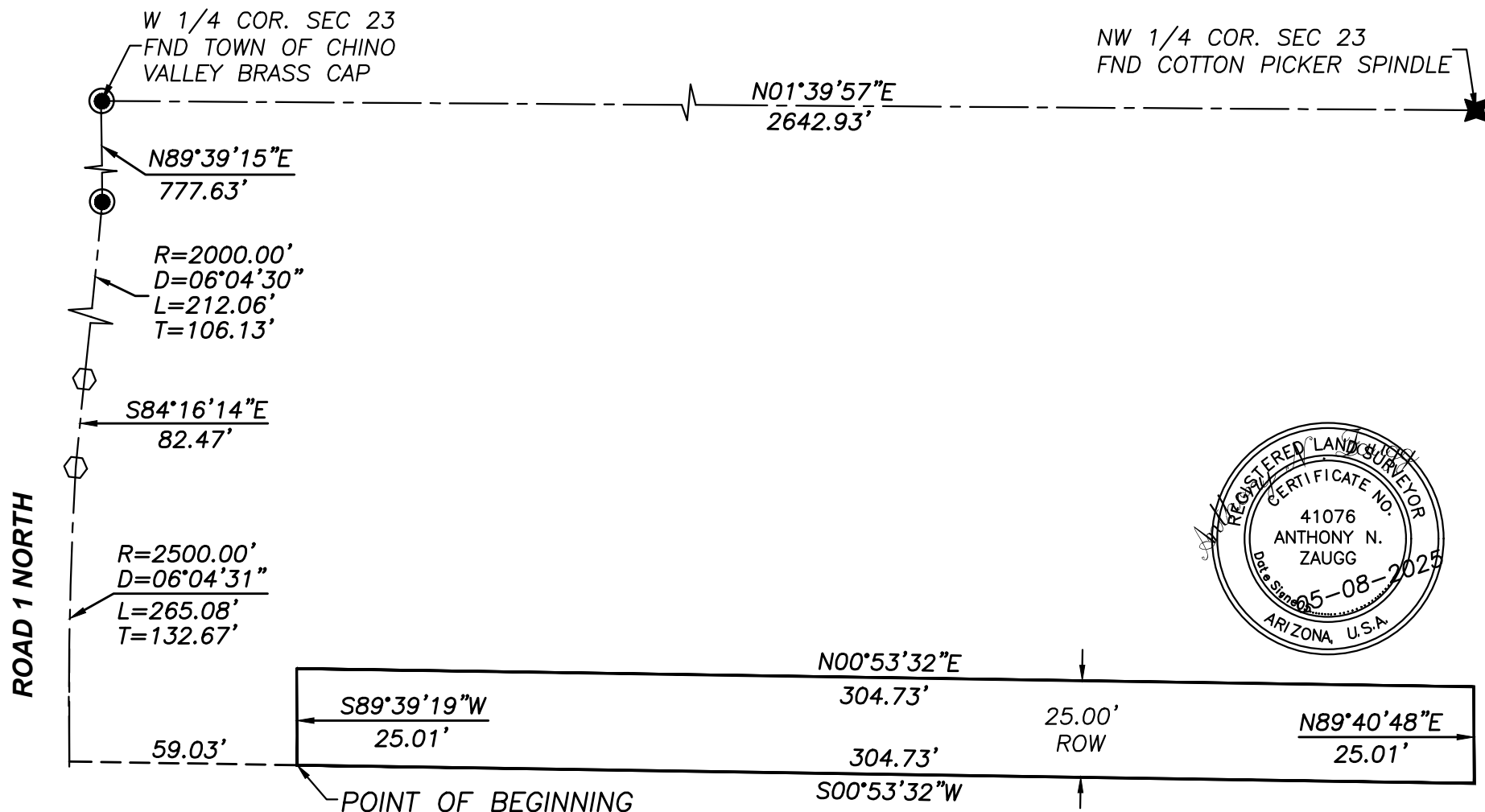
**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

25' RIGHT OF WAY - LEGAL DESCRIPTION
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT A ROW
			DATE 05-08-2025

EXHIBIT B



**ALLEN
CONSULTING
ENGINEERS, INC.**

4111 E. VALLEY AUTO DRIVE, SUITE 103
MESA, ARIZONA 85206
PHONE (480) 844-1666

25' RIGHT OF WAY
1108 E ROAD 1 NORTH, CHINO VALLEY, ARIZONA 86323

JOB NUMBER	96629	DRAWING	EXHIBIT B ROW
			DATE 05-08-2025

HIGHLANDS APARTMENTS - PEPPERTREE PL WATER EASEMENTS

3/17/26

REFERENCES:

HIGHLANDS APARTMENT IMPROVEMENT PLANS
STAMPED 6/13/25 BY GREGORY L. ALLEN, CIVIL
ENGINEER #10766 OF ALLEN CONSULTING
ENGINEERS, INC.

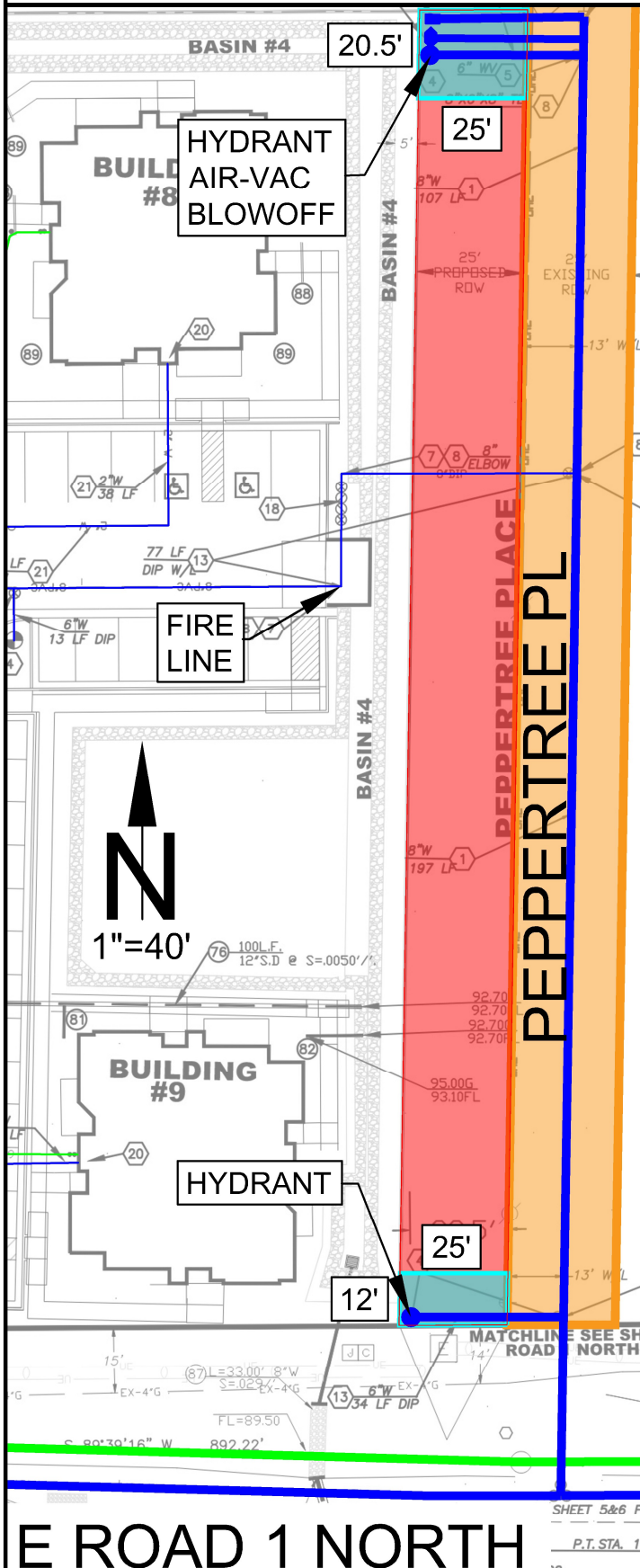
EXHIBIT A - 25' RIGHT OF WAY- LEGAL
DESCRIPTION & EXHIBIT STAMPED 5/8/25 BY
ANTHONY N. ZAUGG, LAND SURVEYOR #41076 OF
ALLEN CONSULTING ENGINEERS, INC.

EXHIBIT A - WATER EASEMENT - LEGAL
DESCRIPTION & EXHIBIT STAMPED 3/17/26 BY
ANTHONY N. ZAUGG, LAND SURVEYOR #41076 OF
ALLEN CONSULTING ENGINEERS, INC. (12'X25')

EXHIBIT A - WATER EASEMENT - LEGAL
DESCRIPTION & EXHIBIT STAMPED 3/17/26 BY
ANTHONY N. ZAUGG, R.L.S. 41076 OF ALLEN
CONSULTING ENGINEERS, INC. (20.5'X25')

LEGEND

- EXISTING 25' PEPPERTREE PL
RIGHT-OF-WAY
- PREVIOUS PROPOSED 25'
RIGHT-OF-WAY DEDICATION
- CURRENT PROPOSED WATER
EASEMENT
- PROPOSED TOWN WATER LINE /
APPURTENANCE
- PROPOSED PRIVATE WATER LINE /
APPURTENANCE
- PROPOSED SEWER LINE
- PRIVATE SEWER LINE



HIGHLANDS APARTMENTS - PEPPERTREE PL FUTURE RIGHTS-OF-WAY / EASEMENTS

3/12/26

