1. Amended Agenda
   Documents:

   2023_07_11_CC_RG_AMENDED_AGENDA.PDF

2. Amended Agenda Packet
   Documents:

   2023_07_11_CC_RG_AMENDED_AGENDA_PACKET.PDF
TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING
TUESDAY, JULY 11, 2023
6:00 P.M.
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.

*AMENDED* AGENDA - Item 6(d) added

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

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

3. CALL TO THE PUBLIC- Individuals requesting to speak, please complete a Speaker Comment Card and return to the Clerk.
   Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

   b. Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.
5. **CONSENT AGENDA**

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

a. Consideration and possible action to adopt Resolution No. 2023-1227, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2023-2024, pursuant to Section 48-616, Arizona Revised Statutes.

b. Consideration and possible action to approve the Fourth Amendment to the Town Prosecutor Contract with Lexington Law Firm through June 30, 2024, for additional services and a new monthly payment of $4,083.33.

c. Consideration and possible action to approve the May 17, 2023, study session minutes.

d. Consideration and possible action to approve the May 23, 2023, regular meeting minutes.

e. Consideration and possible action to approve the June 13, 2023, regular meeting minutes.

6. **ACTION ITEMS**

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

a. Consideration and possible action to approve the APS Solar Communities Program Rural Government Agreement between the Town of Chino Valley and APS.

   **Recommended Action:** Approve the APS Solar Communities Program Rural Government Agreement between the Town of Chino Valley and APS on Town Hall property.

b. Consideration and possible action to approve a Professional Services Agreement with Duke's Root Control, Inc., to study inflow and infiltration in an amount not to exceed $93,972.

   **Recommended Action:** Approve a Professional Services Agreement with Duke's Root Control, Inc., to study inflow and infiltration in an amount not to exceed $93,972.

c. Public hearing, consideration, and possible action to approve Ordinance No. 2023-933 to rezone approximately 21 acres of real property located at the southeast corner of N Road 1 East and Red Cinder Road (APN 306-18-009Q and APN 306-18-009R) from Agricultural Residential 5-Acre Minimum to Single Family Residential 1-Acre Minimum.

   **Recommended Action:** i) Hold a Public Hearing ii) Approve Ordinance No. 2023-933
d. *Item Added*

Public hearing, consideration and possible action regarding Resolution No. 2023-1232, intent to form a Maintenance Improvement District, and action regarding Resolution No. 2023-1233, ordering work for the Maintenance Improvement District located approximately 500 feet south of intersection of East Perkinsville Road and Salida Del Sol on the west side.

**Recommended Action:** i) Hold public hearing ii) Approve Resolution No. 2023-1232 and Resolution No. 2023-1233

7. ADJOURNMENT

Dated this 5th day of July, 2023.

*Erin N. Deskins, Town Clerk*

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

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AGENDA ITEM TITLE:
Consideration and possible action to adopt Resolution No. 2023-1227, levying and assessing an ad valorem tax on the assessed value of all real and personal property within the boundaries of the Town of Chino Valley Street Lighting Improvement Districts (CVSLID) for fiscal year 2023-2024, pursuant to Section 48-616, Arizona Revised Statutes.

RECOMMENDED ACTION:
Adopt Resolution No. 2023-1227 levying and assessing the ad valorem tax for the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2023-2024 and ordering copies of the resolution to be delivered to the County Board of Supervisors and the Arizona Department of Revenue.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: Available:
Funding Source:
Approval will create a levy to pay for street lighting within the CVSLID street lighting districts. The districts are accounted for in a separate fund by the Town.

Attachments
RES - 2023-1227 - CVSLID Tax Levy 23-24
RESOLUTION NO. 2023-1227

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ORDERING THAT AN AD VALOREM TAX BE FIXED, LEVIED, AND ASSESSED ON THE ASSESSED VALUE OF ALL THE REAL AND PERSONAL PROPERTY WITHIN THE BOUNDARIES OF THE TOWN OF CHINO VALLEY STREET LIGHTING IMPROVEMENT DISTRICTS IN AMOUNTS SPECIFIED IN THE APPROVED STATEMENT OF ESTIMATES AND EXPENSES FOR FISCAL YEAR 2023/2024; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the provisions of Ariz. Rev. Stat. § 48-616 require the Mayor and Council of the Town of Chino Valley (the “Town Council”) to levy taxes upon all property in a municipal street lighting improvement district to pay said district’s annual expenses; and

WHEREAS, in accordance with Ariz. Rev. Stat. § 42-17102, the Town Manager prepared and filed with the Town Council the budget estimates for the fiscal year beginning July 1, 2023, and ending June 30, 2024, for the following: (i) Chino Valley, Arizona, CVSLID #1 Lighting Improvement District; (ii) Chino Valley, Arizona, CVSLID #2 Lighting Improvement District; and (iii) Chino Valley, Arizona, CVSLID #3A Lighting Improvement District (collectively, the “Lighting Districts”); and

WHEREAS, on May 23, 2023, the Town Council approved Resolution 2023-1224, (i) adopting the statement of estimates and expenses for Fiscal Year 2023/2024 as the tentative budgets for the Lighting Districts and (ii) directing that the budgets be posted and public notice be provided as required by law; and

WHEREAS, the required posting occurred, and the required notice was given by the Town Clerk as required by law, and on June 27, 2023, the Town Council (i) held a public hearing on the final budgets and proposed tax levies as required by law and (ii) adopted Resolution 2023-1226, approving the final budgets for the Lighting Districts for Fiscal Year 2023/2024; and

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

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

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

SECTION 2. For each street lighting improvement district within the Town of Chino Valley listed on the Statement of Estimates and Expenses, attached hereto as Exhibit A and incorporated herein by reference, a tax rate sufficient to provide funds for the annual expenses of each such street lighting improvement district is hereby levied on all property, both real and personal, within the boundaries of said districts, except such property which is, by law, exempt from taxation. Said levy shall not exceed $1.20 per $100 assessed valuation. The Town Council finds and determines that the amounts specified in the column labeled “2023/2024 Levy Request” on Exhibit A do not exceed $1.20 per $100 assessed valuation.

SECTION 3. Certified copies of this Resolution shall be delivered to the Yavapai County
Board of Supervisors and the Arizona Department of Revenue before the third Monday in August 2023 (August 21, 2023).

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 11th day of July 2023.

______________________________
Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Resolution No. 2023-1227 was duly passed by the Council of the Town of Chino Valley, Arizona, at a special meeting held on July 11, 2023, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and ___ abstentions. ___ Council members were absent or excused.

______________________________
Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1227

[Statement of Estimates and Expenses]

See following page.
# Statement of Estimates and Expenses

**TOWN OF CHINO VALLEY, ARIZONA**

**Street Lighting Improvement Districts**

**Fiscal Year - 2023/2024**

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AGENDA ITEM TITLE:
Consideration and possible action to approve the Fourth Amendment to the Town Prosecutor Contract with Lexington Law Firm through June 30, 2024, for additional services and a new monthly payment of $4,083.33.

RECOMMENDED ACTION:
Approve the Fourth Amendment to the Town Prosecutor Contract with Lexington Law Firm through June 30, 2024, for additional services and a new monthly fee of $4,083.33.

SITUATION AND ANALYSIS:
The Town has contracted with Lexington Law Firm since 2016 for prosecutorial services. Their third-amended contract expires 6/30/2024. The Town desires the firm to provide additional services representing the Town in prosecuting civil and criminal violations cited into the Chino Valley Municipal Court on an as-needed basis.

Fiscal Impact
Fiscal Impact?: Yes
If Yes, Budget Code: 01-42-5212
Available:
Funding Source:
The annual amount is included in the annual budget each year.

Attachments
Fourth Amendment to Town Prosecutor Contract
FOURTH AMENDMENT
TO
TOWN PROSECUTOR CONTRACT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
JOHN C. HEATH, ATTORNEY AT LAW, PC, DBA LEXINGTON LAW FIRM

THIS FOURTH AMENDMENT TO TOWN PROSECUTOR CONTRACT (this “Fourth Amendment”) is entered into as of July 11, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and John C. Heath, Attorney at Law, PC, dba Lexington Law Firm, a Utah professional corporation (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into the Town Prosecutor Contract, dated July 20, 2016, for the Contractor to provide prosecution services for the Town (the “Initial Contract”) for two years, with the option to renew for up to five additional two-year terms.

B. The Town amended and renewed the Initial Contract three times, on April 25, 2018, July 14, 2020, and August 23, 2022 (collectively, the Initial Contract and its amendments are the “Contract”).

C. The Town and the Contractor desire to enter into this Fourth Amendment to modify certain terms and conditions of the Contract.

AGREEMENT

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

1. Incorporation of Defined Terms. All capitalized terms not otherwise defined in this Fourth Amendment have the same meanings as in the Contract.

2. Modification of Work. In addition to the Work outlined in Exhibit A to the Contract, the Contractor shall represent the Town in prosecuting civil violations in the Chino Valley Magistrate Court. Accordingly, Section 1 of Exhibit A to the Town Prosecutor Contract is amended to read as follows:

   1. Contractor shall serve as the Town of Chino Valley Town Prosecutor and represent the Town in prosecuting civil and criminal violations cited to the Chino Valley Magistrate Court (the “Court”) on an as-needed basis.
3. Additional Compensation. To compensate the Contractor for the additional Work outlined above, the Town shall pay the Contractor an additional $10,000 annually. Accordingly, Section 8 of Exhibit A to the Town Prosecutor Contract is amended to read as follows:

8. Contractor shall be paid a flat rate of $4,083.33 per month. Contractor shall submit an invoice to the Town Manager’s office by the fifth day of each month. Town shall pay the invoiced amount no later than 10 business days following receipt of Contractor’s invoice.

4. Effect of Amendment. The Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

5. Non-Default. By executing this Fourth Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Contract, and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this Fourth Amendment are forever waived.

6. Conflict of Interest. This Fourth Amendment and the Contract may be canceled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Contractor”

JOHN C. HEATH, ATTORNEY AT LAW,
PC, DBA LEXINGTON LAW FIRM,
a Utah professional corporation

By: ________________________________

Name: ________________________________

Title: ________________________________

Jack W. Miller, Mayor

ATTEST:

Erin N. Desking, Town Clerk

APPROVED AS TO FORM:

______________________________

Andrew J. McGuire, Town Attorney

Gust Rosenfeld, PLC
AGENDA ITEM TITLE:
Consideration and possible action to approve the May 17, 2023, study session minutes.

RECOMMENDED ACTION:
Approve the May 17, 2023, study session minutes.

Attachments
May 17, 2022 Study Session Minutes
1) CALL TO ORDER; ROLL CALL

2) Presentation and discussion regarding the preliminary budget for Fiscal Year 2023/2024.

Cindy Blackmore, Town Manager, presented the following:

- Thanked the staff for their hard work getting the recommended budget put together.
- The recommendations would be based on the priorities set by Council from the last budget retreat.

Joe Duffy, Administrative Services Director, presented the following:

- He had prepared a brief presentation highlighting some specific items that he wanted to give Council more details about.
- The budget was about Council’s priorities, including roads, infrastructure, communication, and recreation. Everything in the budget was meant to push those goals forward.
- Council received a budget packet which included a structurally balanced budget detail, budget request summary, personnel request summary, total revenue summary, department summary, and State budget forms.
- The State budget forms would be seen in the next Council meeting to adopt a tentative budget. The tentative budget set the maximum amount the Town could budget for but
could be reduced before final approval.

- A structurally balanced budget had been the focus since the current Town Manager was hired, the goal being ongoing expenses never exceeding ongoing revenues. This would ensure the Town was in a good, stable, financial position even if the economy went bad.
- Mr. Duffy presented a graph showing revenues, reserves, and expenditures for the General Fund, HURF Fund, Capital Improvement Fund, and Sewer Enterprise Fund. He also explained the Town's position and discussed options and cuts that could be made in each should the need arise.
- The Town budgeted $7.9 million for sales tax, and projected that it would receive about $1 million more. The Capital Improvement Fund and state shared revenues were also coming in higher than budgeted. The Town had a $3 million increase in revenues just in the General Fund.
- Staff recommended taking out a WIFA loan for the wastewater treatment plant design.
- Mr. Duffy reviewed several projects that were currently allocated to the various funds.
- The PSPRS balance was currently $2.4 million. Mr. Duffy would be asking at the next council meeting to use excess contingency funds (about $400,000) towards the PSPRS unfunded liability.

Cindy Blackmore presented the following:

- There was $125,000 for Recreation Amenities. Staff had discussed upgrades to the dog park, an analysis of needs at Center Street Park, and pickleball.
- There was additional one-time roads funding in the budget and staff was requesting to put an additional $1 million on the Road 1 East project and doing some additional local streets.
- The current police building would be available once the new building was complete. Staff had planned to remodel the old building and move Public Works in. Town Hall needed improvements as well.
- Parks Maintenance did not have a building and staff recommended designing a building for them.
- There were recommendations for several new positions which would be presented by the department directors.

Erin Deskins, Town Clerk, presented the following:

- She was requesting a Records Specialist position.
- This position was required by State Statute. The Deputy Town Clerk was currently filling that role but had a recently increased workload and was not able to get to the records portion of the job.
- This position would ensure that the Town was in compliance with the State regarding the storage and retention of records.
- This position would work with every department in the Town to make sure that a records management program was developed and maintained.
- This position would also take on business licenses from Development Services which should be in the Town Clerk’s office as stated in Town Code.

Chuck Wynn, Police Chief, presented the following:

- He was requesting three additional sworn officer positions to get the officers off 12-hour shifts. They had been on 12-hour shifts for a long time and it was causing a lot of issues with burn out and increased use of sick time. In total, light duty and sick time accounted for three full-time people in the last year.
- Calls for service were steadily increasing along with traffic contacts.
- On paper, the department had 30 officers, but two were in the academy, two were on field

Minutes–Study Session May 17, 2023
training, one was on military leave for a year, another officer was approved for retirement at the end of next week, another retirement would be coming in July, and one sergeant accepted a position in probation and was leaving because of the 12-hour shifts.

Marrilee Easton, Civilian Operations Supervisor, presented the following:

- She was asking for a Police Specialist position to bring them back to three positions as they used to have years ago.
- A lot of people had moved to the area, meaning there were more citations, police records, walk-ins, body cam redactions, etc.
- With the new police department, they would like to be able to extend their hours and be open on Fridays.
- Body cam redactions took hours and the evidence technician was not able to do her normal job.
- State and federal agencies were increasing their yearly audits on the PD, which also took more time.
- She was also asking for a part-time Adoption Specialist. The current Adoption Specialist was coming in two and a half to three hours before the doors opened to the public to feed and water the dogs, clean the enclosures, take the animals out for walks, etc. Once the doors opened she was busy with people looking to adopt animals, bringing their own pets in for meet & greets, taking animals to the hospital and all of that took away from the everyday paperwork, answering phones, etc. A part-time specialist would make sure that the phones were covered.
- The shelter had about 10 to 15 volunteers, but there were only about four who came every week.

Frank Marbury, Town Engineer, presented the following:

- He was asking for a Parks Maintenance Worker which was based on national standards for Parks & Recreation which stated there should be eight full-time employees for every 10,000 residents. The Chino Valley population was approximately 13,500 and another 5,000 could be added for the surrounding areas that utilized the parks. Therefore, to be fully staffed they would need approximately 11 full-time employees. They currently had four. They tried supplementing with seasonal workers, but it was hard to find those seasonal workers.
- They were splitting crews so that one crew worked Monday through Thursday and another that worked Wednesday through Saturday. Two employees were needed for Little league, leaving two employees to do everything else.
- The addition of the new PD meant an additional two acres of landscaping to take care of. The managers had requested four positions, but staff was only requesting one position from Council.
- Mr. Marbury was also asking for a custodial worker. The Town currently had two custodians and they were completely busy. Complications like being sick or sick children made it really difficult for the work to be covered.
- The PD would be an additional 15,000 square feet of building to maintain. Standards state there should be a custodian for every 18,000 square feet. The Town had about 100,000 square feet of building.
- Staff was exploring options of contracting out the police station.
- He was also requesting a Fleet Mechanic. There were currently only two mechanics in the shop when there used to be three. Staff would be adding 20 additional vehicles in the next year or two. They were implementing new software for fleet management, and they were constantly having to train staff with the changing atmosphere of vehicles going from turning wrenches to running computers.
The last position being requested was a Public Works Administrative Assistant. The previous admin was reclassified to an analyst to help with managing new systems, projects, and budgets.

Since Customer Service was no longer an official department, Public Works needed someone that could handle taking in maintenance requests, phone calls, permits, etc. They would also need someone to run the front desk once they moved into the old PD building. There would be additional duties in the fleet shop like handling inventory and ordering parts.

Cindy Blackmore, Town Manager, presented the following:

- There were two other positions requested but were not forwarded as recommendations as there would be nowhere to put them and management did not feel the budget could support them.
- Ms. Blackmore stated that she would like to move the Public Information Officer (PIO) from a part-time to a full-time position. This position was about having a bridge between Council, staff, and the community.
- Council had expressed a desire to improve communication and transparency and a full-time PIO would help to accomplish that with a broader community engagement program.
- A PIO was more than social media posts and press releases, but branding and putting out all the information possible.

Council and staff discussed the following:

- There would have to be some remodeling done in Town Hall to make an office for the PIO.
- The plan for the PIO was to recruit for the position as the current PIO was a contract position.
- The full-time PIO would be an additional $75,000 over what was already budgeted for the contract position. The total cost of a full-time PIO was $125,000 which included benefits.
- There was sufficient capacity within the ongoing revenues to cover the new position.
- Some councilmembers did not see the need for a full-time PIO. Ms. Blackmore stated that the position was about more than just doing press releases: there needed to be more community engagement (including from making the Council), they would be a representative for the Town, they would help with branding, and they could help with the Police Department and their PIO duties.
- Some councilmembers expressed dissatisfaction with the work currently being done by the PIO and didn’t see the value in making it a full-time position. Some argued that branding was already well handled and the Police Department did a good job of getting their information out as well. Councilmembers also compared the work being done by the current PIO versus what the previous PIO was able to accomplish for $10,000/yr.
- Other councilmembers felt that the Town needed a full-time PIO because the councilmembers could get information, but the citizens were not and a full-time PIO would help accomplish that.
- Josh McIntire, Lieutenant, stated that there was a huge need for a full-time PIO as the Town was missing an opportunity for outreach to the community and more community engagement would lead to more volunteerism. He stated it would be helpful to have someone present at critical incidents to give real-time updates. He and another lieutenant spent a lot of time doing social media and it was overwhelming. One had attended 14 meetings in the last two weeks that could have been attended by the PIO, and Chino Valley was the only municipality that did not have a representative for those meetings. A full-time PIO could also be watching for legislative and bill changes and putting that
information out to the public when it might interest them. A full-time PIO would provide more cohesion for the Town.

- Councilmembers continued to discuss the duties and salary involved for a full-time PIO.
- The Classification and Compensation study that was conducted in December gave staff a median salary of $82,000/year for a full-time PIO position. The position would be considered a professional exempt position and would need to be available if things happened during the night or on the weekends.

Meeting recessed at 1:03 p.m.

Meeting reconvened at 1:14 p.m.

Council and staff discussed the following:

- It seemed difficult to justify a full-time PIO when HR and IT needed more staff and a part-time PIO, in the past, was able to deliver high quality work. Council suggested a part-time position that could work into a full-time position. Discussion ensued regarding the pros and cons of that scenario.
- Council asked who would cover the position if the PIO was sick or on vacation. The duties would fall back on each department.
- Council moved on to inquire about the new police positions requested. Council and staff discussed the national standards for police officers per 1,000 citizens and how Chino Valley compared to other local police departments, Chino Valley having the most. Prescott and Prescott Valley had nearby departments that they could call for back up, including tribal and college police, whereas Chino Valley would have to call a deputy that may be coming from Ash Fork. Chino Valley had 65 square miles.
- Staff stated that they didn’t think all the positions would be filled this year, but if good people walked through the door they wanted to have the ability to hire them. Discussion ensued about what issues the PD was experiencing with the staffing they had now, including open positions, longer shifts, officer safety, and officer satisfaction regarding those issues.
- Calls for service per year were discussed. The PD projected to have the highest numbers over the last five years combined for service calls. Officer initiated activity was also up which suppressed crime. Arrests were also up by 40 this year.
- Overtime costs and how additional positions would reduce those costs was discussed.
- The need for a School Resource Officer was discussed as well as the need to rededicate an officer to the PANT taskforce.
- Council requested biannual reports at council meetings so that they could be aware of the issues before the budget meeting.

Laura Kyriakakis, Human Resources Director, presented the following:

- Staff sent out a survey to 24 Arizona municipalities and received a 67% response rate, which is lower than normal due to the amount of competition for employment.
- The average Cost of Living Adjustment (COLA) was 5.62% and the median was 4%. Staff was recommending a 5% COLA increase.
- The average merit increase was 3.75% and the median was 4%. Staff was recommending up to a 3% merit raise based upon performance.
- Premium increases for health insurance had been discussed, but the reserves with the trust were $8 million over the recommended $10 million, so the board recommended that there be no premium increase for the employer and staff was recommending the same for the employees.

Council and staff discussed the following:
Council wanted to see more recreation in Chino, particularly pickleball. One councilmember mentioned that Prescott had put in eight pickleball courts with lights for $484,000 which even included engineering tasks as they were built into the side of a hill. Staff mentioned that was done back in 2021, and Prescott’s pickleball association had come up with the majority of the funds, and the City put in about $300,000 which was budgeted through park impact fees which Chino Valley did not have.

Chino Valley’s Pickleball Association had just received their LLC through the State and had applied for their 501(c)(3). Staff suggested giving the association a year to get their non-profit status so they could help with the money. Staff had included money to do an assessment of what pickleball courts would cost and have a design done. Staff and council discussed having them put out at Old Home Manor.

Council stated that they didn’t see anything in the budget regarding a donation to the Historical Society. Staff stated that a line item could be added to the tentative budget for that.

Meeting recessed at 2:00 p.m.

Meeting reconvened at 2:10 p.m.

Council and staff discussed the following:

- Council asked if the parking lights at Town Hall were tied into the APS covered parking. Staff stated the project was absent of any APS projects, the parking lot needed lights even without the proposed solar from APS. This project would provide lights on the south driveway of Town Hall and replace the existing lights to match the new PD lights. The amount of the project may be reduced based on what action APS took. Council questioned how necessary the lights were since no one was at Town Hall at dark. Staff stated that in the wintertime all meetings ended after the sun was down and the walk to their vehicles was very dark and it was a safety issue.

- A modular office building had been proposed for $400,000. Council questioned the cost of the item. Staff stated that the last quote they had received six to eight months ago was $328,000. They had considered a steel office building, but then the issue would be getting the supplies. The streets department was supposed to be out of the current building at the equestrian center at least a year ago.

- Council inquired as to the intent of the old police building. Staff stated that the intent was to remodel the building and use it for Public Works and put HR in the investigation building. The $600,000 was based on the building being 3,000 square feet at $200 per square foot. The building needed a new roof and new communication wiring. Staff hoped to keep the bathrooms where they were to avoid higher costs by having to move plumbing.

- Council asked for details on the $150,000 budgeted for Town Hall Improvements. Staff stated that some of it would be to accommodate staff, and increase security with electronic door locks, and other safety measures by adding some doors. It would also include new flooring and paint.

- Council wanted more details on the request for a mobile message board. Staff had previously been renting a mobile message board for $150/day for various street projects and special events. It could be used by Economic Development and the Police Department as well. There would still be a need for rentals when multiple signs were needed for things like road closures.

- Staff requested an additional admin vehicle for Town Hall. Council asked if one had been approved last year. Staff stated the vehicle currently at Town Hall was used quite a lot and there was a lot of need for an additional vehicle, particularly when Economic
Development needed it for out-of-town business, which happened often. Staff discussed what vehicles were currently on order and the procedures fleet was creating to get the most use out of the Town’s current vehicles. Council asked how the Town would get a new vehicle for $35,000. Staff stated that government agencies received a significant discount on new vehicles.

- One councilmember stated that he didn’t see anything in the budget regarding the purchase of rights-of-way and asked about that. Staff stated that rights-of-way were not being considered at this time. If Council wanted to add that, it would be an addition, or other projects would have to be reprioritized. Council asked how the problem was going to be fixed. Staff stated that the only way to get extra money to roads was to find an additional funding source, or cut money from other projects. Staff suggested building it into next year’s CIP.

- Council inquired about the progress of the Senior Center remodel and if it was paid for. It was, in fact, paid for through the CDBG funds and would roll over into the next fiscal year.

- Council inquired about having money for sewer and water expansion. Staff stated that the CIP included projects for sewer and water lines with the sewer integrated water master plan being the first step in getting a real program together to bring priority projects to Council.

- Council asked where a new Town Hall was in planning. Staff stated that it was two fiscal years out. Some councilmembers asked why the Town needed a new Town Hall. Staff stated that Town Hall was out of room for new staff and having one place where the majority of staff was located would provide a better customer service environment so that customers didn’t have to go from building to building when they ended up in the wrong place. The plan was currently a place holder in the 5-year CIP, it might not happen in two years.

- Council inquired about spending $15,000 on a golf cart. The price was based on an online search, but staff would be looking at all options to get it for as cheap as possible. This would be used for running around Town during special events or for quick trips from one campus to another.

- Council inquired about spending $25,000 at a park on Center and Road 1 West (Cat Park). Staff stated it was part of the $125,000 earmarked for recreational amenities. Staff wanted to look at that park to see what improvements could be made and take it through the Parks and Recreation Advisory Board. One councilmember had never seen anyone at that park. Staff stated that they had received a lot of feedback that kids frequent that park and need something to do there.

- Staff reviewed the Tax Levy and Tax Rate information for FY23/24 at Council’s request. The PIO position was discussed again. Council discussed the yearly cost and the addition of a COLA and merit increase next fiscal year. Staff stated that the average burden rate was 39% of the General Fund, which included police officers. Removing police officers, the average burden rate would be closer to 32-35%.

- Council reviewed the personnel requests again and inquired as to why an IT Support Technician and HR Temporary position were not funded. Ms. Blackmore stated that, after speaking with the department heads, it was agreed that these were positions that could be put off until next year. There wasn’t space for them, and one department head said that they just wanted to get it on the radar because they knew they would need it sooner rather than later. Staff discussed possibly half funding the IT Support technician so that it could be recruited in the spring, giving the department time to plan for what the employee would do as far as job duties and where their workspace would be. Council agreed that if IT would be working on the new PD building it was certainly needed. Council inquired about the option of a contract position. Spencer Guest, IT Manager, stated that contracts of this nature were usually just for a short amount of time. The other
issue with a contract employee was that a lot of information would be shared with them. There needed to be a good trust/working relationship with them.

- Council asked about what items were not funded and staff reviewed those which were listed in the budget provided.
- Council and staff briefly reviewed smaller items in the budget including professional services, IT equipment and network security equipment, and public relations expenses from the Town Manager’s office.
- Discussion ensued regarding steps after this meeting and what the Council could plan on seeing in the tentative budget at the next regular council meeting.
- Mr. Duffy reviewed the Town’s overall financial position and what would happen if there was a recession.

3) ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 3:23 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

__________________________________
Jack W. Miller, 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 _______ day of _______________, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _______ day of _______________, 2023.

__________________________________
Erin N. Deskins, Town Clerk
Town Council Regular Meeting 2023

Meeting Date: 07/11/2023
Contact Person: Erin Deskins, Town Clerk
Department: Town Clerk
Item Type: Consent

AGENDA ITEM TITLE:
Consideration and possible action to approve the May 23, 2023, regular meeting minutes.

RECOMMENDED ACTION:
Approve the May 23, 2023, regular meeting minutes.

Attachments
May 23, 2023 Regular Meeting Minutes
D R A F T

MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE TOWN OF CHINO VALLEY

TUESDAY, MAY 23, 2023
6:00 P.M.

CHINO VALLEY COUNCIL CHAMBERS
202 N. STATE ROUTE 89, CHINO VALLEY, AZ

Present: Mayor Jack Miller (remote, left at 6:22pm); Vice-Mayor Eric Granillo; Councilmember Annie Perkins; Councilmember Tom Armstrong; Councilmember John McCafferty; Councilmember Sherri Phillips; Councilmember Robert Schacherer

Staff Present: Town Manager Cindy Blackmore; Town Attorney Andrew McGuire; Development Services Director Laurie Lineberry; Administrative Services Director Joe Duffy; Human Resources Director Laura Kyriakakis; Police Chief Chuck Wynn; Officer McKenzie Szymanski (Sgt at Arms); Public Works Director/Town Engineer Frank Marbury (remote); Senior Planner Will Dingee; Community Services Director Cyndi Thomas; Public Information Officer Tricia Lewis; Audio Visual Technician Lawrence Digges; Deputy Town Clerk Sara Burchill; Town Clerk Erin N. Deskins

1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Vice-Mayor Granillo called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

a) Presentation and update from Thomas Stultz, Yavapai Regional Transit Manager, regarding the Paulden Plunge.

Thomas Stultz, Yavapai Regional Transit (YRT), presented the following:

- The Paulden Plunge was YRT’s premier event providing transportation and admission to the pool for children that didn’t have a chance to get out and socialize. It was a good program for the children and sometimes they brought their parents, they shop and dine in Chino, go to Senior Center, etc.
- YRT had a small amount of funds left from last year as they faced a few challenges with the opening late, and there were no children booked for the last week.
- He was asking for support as had been given last year in the sum of $3,000. The program had also been supported by the Kiwanis Club, Elks, and other local agencies.

Mr. Stultz and Council discussed the following:

- Council asked how many kids were involved in the program. Mr. Stultz was expecting
about 400. In 2019 it was just under 400. 2022 was a little less due to the issues mentioned. The program would provide service for eight full weeks, four days a week, Monday, Tuesday, Thursday, and Friday.

b) Presentation and update from John Courtis, Interim Volunteer Director for the Chino Valley Area Chamber of Commerce.

John Courtis, Interim Volunteer Director for the Chino Valley Area Chamber of Commerce, presented the following:

- He wanted to give an update on the last seven weeks.
- He was working to evolve the chamber to a “3C chamber.” The three C’s stood for Convener of engaged individuals, Champion of small business, and Conveyor of great ideas for the community.
- Since fixing the office’s signage they had seen increased traffic in the office and calls to the office from people looking for information and asking about events.
- They had also changed their branding and messaging to promote the fact that it was the town’s official visitor center. Their revenues had increased due to some of the small changes they had made.
- In addition to providing clearer signage, they installed a rack out front with visitor information for when no one was in the office. 18 guides had been picked up this month alone. Six visitors had come in the office asking about area events.
- Mr. Courtis was working to create a culture of gratitude. They created a pull up sign for events that included the chairman circle, Town logo, Daily Courier, and the Arizona Hometown Radio Group, etc.,
- Most members of the town were giving money to the Chamber in an inspirational fashion, not transactional. Smaller business might be more transactional. The Chamber was aiming to serve both.
- There had also been work done on the website including the addition of logos of partners’ businesses that go straight to their websites.
- Mr. Courtis stated that they would be building a board of directors with business people. He had already some nice yes’s.
- He was also working on maintaining compliance with bylaws to maintain their 501(c)(6) status.
- Mr. Courtis was working on creating and promoting an annual list of local events. The Chamber would be doing fewer events and focusing on quality, not quantity.
- There was cleanup work to be done on the member list and database which had almost 400 members in it, but there were only 164 paying members.
- The Chamber was preparing to publish an official visitors guide. The Courier offered a profit-sharing program. The guide would include a page for the Town and a letter from the Mayor.
- Mr. Courtis planned to hand over a stable organization to the new director, but would continue on as an advisory board member.
- He was also working on moving the Arizona Tourist Information sign.

c) Introduction and presentation of Town of Chino Valley new employee hires.
Laura Kyriakakis, HR Director, presented the following:

- The last time she had presented to Council was November 8, 2022 and it had been a busy recruitment year.
- Since last time the Town had onboarded 13 new team members, 22 total in this fiscal year.
- Ms. Kyriakakis presented new employees, described their positions, and provided their start dates.

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

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.

Susie Jarvis, Chino Valley Pickleball Association, presented the following:

- She was giving an update on what the Chino Valley Pickleball Association had accomplished. They were now a corporation, had their tax ID, and were filing for their 501(c)(3) which they hoped to have completed this week. The now had 90 members, and more families were reaching out to participate. 22 people showed up today to play, but there were only four courts which could accommodate 16 people, and they were continuing to average that on weekdays. They were seeing 24 to 26 on the weekends.
- She introduced the association’s board members.

Jeff Crandel, Chino Valley Historical Society (CVHS), presented the following:

- He had seen in the tentative town budget that there was some appropriation for the Historical Society. He asked for careful consideration for that. The Historical Society had been open every Saturday in all of April and May, and had 200 people come through to view the facilities and displays. The Society had also brought in outside speakers for their meetings and had 35 to 40 attendees at the meetings. Mr. Crandel believed that CVHS was a valuable asset and resource to the Town, culturally and educationally. The funds would help to improve their facilities and programs and they would appreciate the support.

Rachelle Fernow presented the following:

- Thanked the Councilmembers who had expressed condolences to her over the last few months.
- The Prescott Area Association of Realtors would be hosting a food drive in front of Safeway from 9:00 a.m. to 3:00 p.m. They would be accepting food goods, cash donations, and gift certificates and 100% of the proceeds would be going back to the Chino Valley Food Bank. Ms. Fernow would be volunteering from 11:00 a.m. to 1:00 p.m.
- Last week the combine had come by her home to mow the right of way and it shredded
whatever garbage was along the right-of-way and she had to do a lot of cleaning up. She was requesting that someone go ahead of the combine to clean up litter, or organize a volunteer group to clean up litter before the combine came through. She stated that she was happy to assist however she could.

Mayor Miller exited the meeting at 6:22 p.m.

Beth Vicory presented the following:

- She wanted to let the public know about a free health care clinic including dental care and eye exams being held at the Findlay center on June 8th and 9th.

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 Perkins stated that school was out for summer and graduation would be held tomorrow.

b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Town offices would be closed on Monday, May 29th for the Memorial Day holiday. The Town would reopen for normal business hours on Tuesday.
- The Town Clerk was accepting applications for the Roads and Streets Committee through May 31st. Anyone interested could find more information on the town website.
- The General Plan comment period was still open. The Town welcomed all comments from the public. To do that please visit the website makeitchinogeneralplan.com
- It was National Public Works week. Ms. Blackmore wanted to recognize the Public Works Department for all the important work they do.
- Work would begin on Road 1 East between Center Street and Road 1 South. Residents should expect delays.

5) CONSENT AGENDA

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

Councilmember Schacherer requested to pull Consent Agenda Item 5(a) to inquire as to what the estimate of expenses were.
MOVED by Councilmember Tom Armstrong, seconded by Councilmember John McCafferty to approve Consent Agenda Items b, c, d, and e.


6 - 0 PASSED - Unanimously

a) Consideration and possible action to adopt Resolution No. 2023-1224, approving the proposed statements and estimates of expenses of the Town of Chino Valley Street Lighting Improvement Districts for fiscal year 2023/2024.

Joe Duffy, Finance Director, presented the following:

- This item was for the lighting district in Brightstar which was divided into three separate districts. The appendix broke down how much each district was levied. The total for all three was $3,900. The County would bill the property owners in Brightstar on their property tax bill which would then be remitted to the Town. The Town would then pay the APS bill for the street lights.

MOVED by Councilmember Annie Perkins, seconded by Councilmember John McCafferty to approve item 5(a).


6 - 0 PASSED - Unanimously

b) Consideration and possible action to approve Resolution No. 2023-1229 authorizing the use of $400,000 out of the Town's General Fund Contingency Account to reduce the Public Safety Personnel Retirement System (PSPRS) unfunded liability amount.

c) Consideration and possible action to approve the Second Amendment to the Construction Contract with Danson Construction, LLC for the Chino Valley Police Department new police facility for a no-cost time extension.

d) Consideration and possible action to approve a cooperative purchasing agreement with Shasta Industries, Inc., for job order contracting pool construction services with a not-to-exceed amount of $510,000; to approve Job Order Contract (JOC) #1 for pool refinishing and ADA lift installation for an amount not to exceed $360,000; and to approve JOC #2 for mechanical work for an amount not to exceed $100,000.

e) Consideration and possible action to approve the April 25, 2023, Regular Meeting Minutes.
6) **ACTION ITEMS**

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

a) Consideration and possible action to adopt Resolution No. 2023-1223, approving a Tentative Budget for the fiscal year 2023-2024 and proposed expenditure limitation for the same year, in the amount of $45,150,500 and setting a public hearing date of June 27, 2023, on the tentative budget and adoption of the final budget.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Tom Armstrong to continue this item to the June 13, 2023 Council Meeting.


6 - 0 PASSED - Unanimously

b) Public hearing, consideration, and possible action regarding the "Homestead" Preliminary Plat located at the Northeast corner of West Road 3 South and South Road 1 West from applicant Jay Bates, on behalf of Right Homes.

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

- This was a request for approval for the Homestead Subdivision Preliminary Plat. This was the second time the project was coming before Council. The first time was for the rezone of the parcel. The applicant was in attendance.
- The property was 20 acres in size, zoned Single Family Residential, one acre minimum, and located at the northeast corner of West Road 3 South and South Road 1 West. The proposal consisted of 15 one acre lots with a newly created east/west roadway, dubbed Farley Way. There would be drainage tracts and road improvements along South Road 1 West and landscaping along South Road 1 West. The property would be served by well and septic.
- Staff received one letter of opposition citing water, road conditions, and traffic as concerns.
- Planning & Zoning provided a recommendation of approval with the conditions of approval found in attachment a.

Council and staff discussed the following:

- Council inquired how the road would hold up to service trucks going to the end of the road and turning around. Frank Marbury, Town Engineer, stated that street would be designed to accommodate trucks, school buses, and emergency vehicles.
- Council inquired if the road would be dedicated to the Town. Mr. Marbury stated that the cul-de-sac would be a public street.
- One councilmember stated that the General Plan talked about the percentage of manufactured homes and asked if this subdivision was included in the 44% mentioned? Will Dingee stated that number was specific to currently placed homes.
Jay Bates, Applicant, and Council discussed the following:

- Council inquired about the ability to hook up to Prescott water. Mr. Bates stated that it was too far, as it only reached Road 2 South. Mr. Bates stated that he had obtained an assured water supply certificate from the State.
- One councilmember made mention of condition number four, which stated that new buyers would sign a noise and odor disclosure acknowledging the nearby slaughterhouse. Mr. Bates stated a lot of people had moved in and out of the area a lot and it hadn’t seemed to be an issue yet.

VM Granillo opened the Public Hearing.

Rachelle Fernow presented the following:

- She stated that, to her knowledge, none of the existing homes had to sign a disclosure of noise or smell which she thought could be a deterrent to selling the properties.
- In the previous budget meetings, Joe Duffy had talked in depth about the Town’s waste water management plant losing money, and idea was to increase fees on those tied into those utilities. She felt there was a flaw in the UDO regarding the distance to tie into Town utilities. She stated there was a trend with this specific developer in that his properties used to be 1,200 sq. ft. lots, but now they were all one acre with the intent of avoiding tying into Town services. She didn’t see how the Town would survive if developers were not held accountable to tie into infrastructure. She stated the Town was borrowing from the General Fund to pay for the deficit in the wastewater treatment plant and the cost would now be passed onto the citizens who were already struggling. She stated developers could afford to tie in. She stated the flaw in the UDO needed to be addressed.

Jay Bates, applicant, presented the following:

- As far as the disclosure, he stated that was on him and his company and that no one else could dictate if they should or shouldn’t as they were taking the risk.
- He stated that he built 75 houses in Chino and hooked up to sewer and water a lot. It was just a matter of the cost being effective. If utilities were 600 to 1,000 feet away, the cost was prohibitive. There was a proposed project on Road 2 North which would be 70 homes and they would all be on Town sewer and water.

VM Granillo closed the Public Hearing.

MOVED by Councilmember John McCafferty, seconded by Vice-Mayor Eric Granillo to approve the preliminary plat.

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

3 - 3 FAILED

7) ADJOURNMENT

Minutes–Council Regular

May 23, 2023

Page 7
MOVED by Councilmember Sherri Phillips, seconded by Councilmember Tom Armstrong to adjourn the meeting at 6:42 p.m.


6 - 0 PASSED - Unanimously

Jack W. Miller, 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 _______ day of ________________, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ______ day of ______________, 2023.

__________________________________
Erin N. Deskins, Town Clerk
Town Council Regular Meeting 2023 5. e.

Meeting Date: 07/11/2023
Contact Person: Erin Deskins, Town Clerk
Department: Town Clerk
Item Type: Consent

**AGENDA ITEM TITLE:**
Consideration and possible action to approve the June 13, 2023, regular meeting minutes.

**RECOMMENDED ACTION:**
Approve the June 13, 2023, regular meeting minutes.

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**Attachments**

June 13, 2023 Regular Meeting Minutes
1) CALL TO ORDER, PLEDGE OF ALLEGIANCE; ROLL CALL

Mayor Miller called the meeting to order at 6:00 p.m. and led the Pledge of Allegiance.

2) INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

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

Call to the Public is an opportunity for the public to address the Council on any issue within the jurisdiction of the Council that is not on the agenda. Public comment is at the discretion of the Council and not required by law. Individuals are limited to speak for three (3) minutes, yielding of time will not be permitted. The total time for Call to the Public may be up to 30 minutes per meeting. Council action taken as a result of public comment will be limited to directing staff to study the matter, scheduling the matter for further consideration and decision at a later date, or responding to criticism. Disrespectful behavior will not be tolerated; this includes loud outbursts, profanity and disruptive discussions among our audience.
4) CURRENT EVENT SUMMARIES AND REPORTS

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b) Status report by Town Manager Cindy Blackmore regarding Town accomplishments, and current or upcoming projects.

Cindy Blackmore, Town Manager, presented the following:

- Current construction projects include Road 1 East, between Center Street and Road 3 South, and local roadways south of Perkinsville Road and West of 89. Asked for everyone’s patience as these important projects were completed and asked them to drive careful.
- The Police Department would be finished very soon. There would be an Open House for the public to tour the new station on Thursday, June 22nd from 4:00 to 6:00 p.m. Parking would be limited, please carpool if possible.
- Olsen’s Grain would be hosting a K9 Fair on Friday, June 16th, Ms. Blackmore thanked Olsen’s for being a supporter of the K9 program. K9 Officer Sirius would be doing a demo. There would be plush pets for purchase to fund new training gear for Officer Sirius.

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 Annie Perkins to approve consent agenda items a, b, c, and d.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins,
Councilmember Tom Armstrong, Councilmember John McCaffery,
Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

a) Consideration and possible action to approve the Agreement for Presiding Magistrate Services with Joan Dwyer, Magistrate, to serve as the Presiding Town Magistrate effective July 1, 2023, through June 30, 2025, for $75,071 for the 12-month period between July 1, 2023, and June 30, 2024, and $75,071, plus the greater of 3% thereof or the Town approved Cost of Living Adjustment, for the 12-month period between July 1, 2024, and June 30, 2025.

b) Consideration and possible action to approve the May 9, 2023, study session minutes.
c) Consideration and possible action to approve the May 9, 2023, regular meeting minutes.

d) Consideration and possible action to approve the May 16, 2023, study session minutes.

6) **ACTION ITEMS**

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

a) Consideration and possible action to adopt Resolution No. 2023-1223, approving a Tentative Budget for the fiscal year 2023-2024 and proposed expenditure limitation for the same year, in the amount of $45,150,500 and setting a public hearing date of June 27, 2023, on the tentative budget and adoption of the final budget.

Joe Duffy, Finance Director, presented the following:

- Overviewed the schedule for the budget process and dates.
- Overviewed state statutes that set what was required for the budget process.
- The final budget included an added IT support position, a donation for the historical society, and a payroll projection update.
- The Town budgets conservatively, which always allowed there to be money left over at the end of the year.
- Overviewed the various funds and what they will be paying for in the next fiscal year.
- The Town would be going from 114 positions to 124.5 positions with a cost of approximately $820,000.
- One councilmember asked Mr. Duffy previously how much of the total budget went to salaries. Last year it was 23% of the total budget. This year it would be 25% of the total budget. These numbers factored out grants.

Council and staff discussed the following:

- The Public Information Officer position was removed. It would remain as a contract position at $50,000 per year.

MOVED by Vice-Mayor Eric Granillo, seconded by Councilmember Annie Perkins to adopt resolution 2023-1223 approving the Tentative Budget for Fiscal Year 2023/2024 for $45,150,500.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

7) **ADJOURNMENT**
MOVED by Councilmember Sherri Phillips, seconded by Councilmember Annie Perkins to adjourn the meeting at 5:15 p.m.

AYE: Mayor Jack Miller, Vice-Mayor Eric Granillo, Councilmember Annie Perkins, Councilmember Tom Armstrong, Councilmember John McCafferty, Councilmember Sherri Phillips, Councilmember Robert Schacherer

7 - 0 PASSED - Unanimously

Jack W. Miller, 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 _______ day of _______________, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ______ day of _______________, 2023.

__________________________________
Erin N. Deskins, Town Clerk
AGENDA ITEM TITLE:
Consideration and possible action to approve the APS Solar Communities Program Agreement between the Town of Chino Valley and Arizona Public Service Company.

RECOMMENDED ACTION:
Approve the APS Solar Communities Program Agreement between the Town of Chino Valley and Arizona Public Service Company.

SITUATION AND ANALYSIS:
- APS Solar Communities Program was developed to help live APS’ vision to create a sustainable energy future for Arizona, while serving our customers with clean, reliable and affordable energy.
- The program provides a free solar-covered parking structure that will be owned and maintained by APS for 20 years, in return APS provides a bill credit to our customer.
- For Government & Municipal customers, the bill credit is based on the solar system size installed at the location. This bill credit is applied every month once the site has become operational.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code:
Available:
Funding Source:
The Town anticipates a savings on their monthly electric bill of $437.50.

Attachments

APS Rural Agreement
This Agreement is entered into as of June 20, 2023, by and between Arizona Public Service Company, an Arizona corporation (‘‘APS’’), and TOWN OF CHINO VALLEY, a rural government. APS and TOWN OF CHINO VALLEY may be referred to herein individually as a ‘‘Party’’ and collectively as the ‘‘Parties.’’

RECITALS

A. By Decision No. 76295 (August 2017), the ACC approved a program now known as the APS Solar Communities Program (the ‘‘Program’’). APS is implementing the Program for utility-owned solar distributed generation on covered parking at the TOWN OF CHINO VALLEY listed above.

B. ‘‘System’’ is defined as a solar photovoltaic generation Facility.

C. APS will install and, for a period of 20 years, own and operate Systems at the TOWN OF CHINO VALLEY.

A. After the 20 years, the following options would be available to the Town of Chino Valley:
   i. APS will remove the structures and put back to reasonable original condition prior to install at our cost
   ii. Potentially Town of Chino Valley would be able to take over system, at their cost to retrofit and maintain (depending on the inspection of the equipment)
   iii. Potentially APS would extend program term past 20 years

D. TOWN OF CHINO VALLEY desires to have a System installed on its property and will comply with the terms and conditions set forth below.

E. ‘‘Rural Government’’ means rural Arizona incorporated cities and towns with populations of less than 150,000 not contiguous with or situated within a Metro Area.

The parties agree as follows:

1. APS will install an approximately 175 kWAC System on property owned by TOWN OF CHINO VALLEY and located at 202 State Highway 89, Chino Valley, AZ 86323 (the ‘‘Property’’). APS will own, operate and maintain the System.

2. APS will pay all costs associated with the installation, ownership, operation and maintenance of the System.
3. APS will install the lighting fixtures attached to the parking structure and will be responsible for the operation and maintenance of the lighting fixtures for the first 3 years. TOWN OF CHINO VALLEY acknowledges, however, that APS’s inspection of the lighting fixtures will only occur once annually and that TOWN OF CHINO VALLEY is responsible, during its routine maintenance of its property, for notifying APS if it observes that the lighting is off or not working. Following the 3 year period, TOWN OF CHINO VALLEY shall be solely responsible for the installation, operation, and maintenance of the lighting fixtures.

4. TOWN OF CHINO VALLEY desires to participate in the APS Solar Communities program and agrees to allow APS to install, own, operate and maintain the System at the Property for the purpose of generating electricity that will be delivered to the APS grid. TOWN OF CHINO VALLEY agrees to reasonably cooperate with APS, APS’s installer, and any subcontractor in order to facilitate timely installation of the System.

5. TOWN OF CHINO VALLEY will grant APS a 20 year easement in the form attached to this agreement as Exhibit A, on the Property for the purpose of installing, owning, operating and maintaining a System.

6. Property Ownership Transfers. The agreement will run for a term of 20 years from the date the solar array is installed. At the end of this agreement, APS will remove the solar array at its cost. If the ownership of the property changes, through a sale or otherwise, the subsequent property owner may elect to execute this same agreement in their name. If the subsequent property owner decline participation in the program, APS will remove the solar array at its cost. Either APS or the property owner may terminate this agreement with a 90 day written notice. Upon termination by either party, APS will remove the solar array at its cost and the bill credit will no longer be paid.

7. In exchange for the installation of the System, for so long as this agreement is in effect, TOWN OF CHINO VALLEY will receive a monthly incentive of $437.50 for the participation in this Program.

8. The Parties agree that APS may need to disclose the information in connection with its regulatory filing or to otherwise satisfy its regulatory requirements. In the event that APS intends to disclose any of the Information to the ACC, or any employee, staff member, consultant, or agent thereof, it shall give TOWN OF CHINO VALLEY prompt prior written notice of its intention so that TOWN OF CHINO VALLEY may seek a protective order or other appropriate remedy. In the event that a protective order or other remedy is not obtained, TOWN OF CHINO VALLEY waives APS’ compliance with the terms hereof with respect to such information. Nothing herein shall be deemed to permit TOWN OF CHINO VALLEY to disclose the Information to the ACC, or any other party, unless such disclosure is otherwise permitted herein. The Parties understand and agree that TOWN OF CHINO VALLEY is subject to Arizona’s Public Records Law and TOWN OF CHINO VALLEY may not keep information related to this Agreement confidential unless explicitly authorized by Arizona’s Public Records Law.
9. This Agreement shall become effective upon execution by both Parties.

10. This Agreement is a binding contract. To the extent that either Party incurs any costs in connection with this Agreement or the subject matter hereof, such costs shall not be reimbursable by the other Party.

11. This Agreement is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511.

12. Either APS or the TOWN OF CHINO VALLEY may terminate this agreement upon providing 90 days’ advance written notice to the other party. Upon termination by either party, APS will remove the solar array at its cost. As of the effective date of the termination, APS will no longer pay the monthly incentive to the TOWN OF CHINO VALLEY and APS’ easement shall terminate. Upon termination of the agreement, APS agrees to promptly execute all documentation necessary to terminate APS’ easement.

13. All notices under this Agreement shall be provided to Parties as follows:
   a. TOWN OF CHINO VALLEY:
      i. TOWN OF CHINO VALLEY REPRESENTATIVE
   b. APS:
      i. aps.com/solarcommunities

14. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter and supersedes all other oral or written representations.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the respective authorized representatives as of the date first set forth above.

ARIZONA PUBLIC SERVICE COMPANY                        APPROVED AS TO FORM:

By: _____________________   ________________________
    Town Attorney

Signature:____________________

Date: _____________________

TOWN OF CHINO VALLEY

By: _____________________
    Jack W. Miller - Mayor
AGENDA ITEM TITLE:
Consideration and possible action to approve a Professional Services Agreement with Duke's Root Control, Inc., to study inflow and infiltration in an amount not to exceed $93,972.

RECOMMENDED ACTION:
Approve a Professional Services Agreement with Duke's Root Control, Inc., to study inflow and infiltration in an amount not to exceed $93,972.

SITUATION AND ANALYSIS:
In the past several years, the Town has experienced a high volume of flow through the wastewater collection system during heavy rain events. These high flows could potentially exceed the capacity of our lift station and could also affect plant operations. The high flows during heavy rain events indicate that we have an issue with inflow and infiltration (I&I).

The proposed survey aims to locate where stormwater is entering the wastewater collection system. Flow meters will be placed at every other manhole throughout the wastewater collection system to measure the flows. Once we have a large rain event, we should be able to pinpoint the location of I&I. These flow meters will be in place for 60 days, starting in July, and will be able to obtain readings throughout the monsoon season.

Once the source of the I&I is located, Town staff will develop a strategy to make any improvements necessary to resolve the issue. As a part of the project scope, maps of the entire wastewater collection system will be created in a GIS system.

Fiscal Impact

Fiscal Impact?: Yes
If Yes, Budget Code: 23-83-5405
Available: $93,972
Funding Source:
The project was included in the fiscal year 2023/2024 budget.
THIS PROFESSIONAL SERVICES AGREEMENT (this “Agreement”) is entered into as of July 11, 2023, between the Town of Chino Valley, an Arizona municipal corporation (the “Town”), and Duke’s Root Control, Inc., a New York corporation (the “Consultant”).

RECITALS

A. The Town needs precision infiltration and inflow microdetection services & GIS integration (the “Services”).

B. The Consultant possesses the skill and experience required to provide the Services.

C. The Mayor and Town Council have determined it is in the Town’s best interest to enter into an agreement with the Consultant to provide the Services.

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until July 10, 2024 (the “Initial Term”), unless terminated as otherwise provided in this Agreement.

2. Scope of Work. The Consultant shall provide the Services as set forth in the proposal (the “Scope of Work”) attached hereto as Exhibit A and incorporated herein by reference. The Consultant shall (i) provide the Services required by this Agreement, (ii) be responsible for all means, methods, techniques, sequences, and proceedings associated with the Services, and (iii) be responsible for the acts and omissions of its employees, agents, and other persons performing any of the Services under a contract with the Consultant.

3. Compensation. The Town shall pay the Consultant an amount not to exceed $93,972 for the Services at the rates set forth in the proposal pricing (the “Fee Proposal”) attached hereto as a part of Exhibit A.

4. Payments. The Town shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
5. **Safety Plan.** The Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration (“OSHA”), American National Standards Institute, and National Institute for Occupational Safety and Health standards. If, in the Consultant’s sole determination, the Services to be provided do not require a safety plan, the Consultant shall notify the Town, in writing, describing the reasons a safety plan is unnecessary. The Town reserves the right to request a safety plan following such notification.

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

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

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

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

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

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

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

13. Insurance.

13.1 General.

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

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

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

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

E. Primary Insurance. The Consultant’s insurance shall be primary and non-contributory insurance with respect to performance of this Agreement and in the protection of the Town as an Additional Insured.
F. **Claims Made.** In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

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

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

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

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

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


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

   c. Excess Liability – Follow Form to underlying insurance.

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

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

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

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

13.2 Required Insurance Coverage.

A. Commercial General Liability. The Consultant shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, officials, and employees shall be named as an Additional Insured.
If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

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

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

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

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

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

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

14.5 **Gratuities.** The Town may, by written notice to the Consultant, cancel this Agreement if it is found by the Town that gratuities, in the form of economic opportunity, future employment, entertainment, gifts, or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the Town for the purpose of securing this Agreement. In the event this Agreement is canceled by the Town pursuant to this provision, the Town shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

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

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

15. Suspension of Work.

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

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


16.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the Town. The Consultant, its employees, and subcontractors are not
entitled to workers’ compensation benefits from the Town. The Town does not have the authority
to supervise or control the actual work of the Consultant, its employees, or subcontractors. The
Consultant, and not the Town, shall determine the time of its performance of the services provided
under this Agreement so long as the Consultant meets the requirements of its agreed Scope of
Work as set forth in Section 2 and in Exhibit A. The Consultant is neither prohibited from entering
into other contracts nor prohibited from practicing its profession elsewhere. The Town and the
Consultant do not intend to nor will they combine business operations under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

16.13 Offset.

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

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

16.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:
If to the Town: Town of Chino Valley  
202 North State Route 89  
Chino Valley, Arizona 86323  
Attn: Cindy Blackmore, Town Manager

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

If to Consultant: Duke’s Root Control, Inc.  
400 Airport Rd., Ste E  
Elgin, Illinois 60123  
Attn: Brian Conroy

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

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

16.16 Information Technology.

A. Limited Access. If necessary for the fulfillment of this Agreement, the Town may provide the Consultant with non-exclusive, limited access to the Town’s information technology infrastructure. The Consultant understands and agrees to abide by all Town policies, standards, regulations, and restrictions regarding access and usage of the Town’s information and communication technology resources. The Consultant shall enforce all such policies, standards, regulations, and restrictions with all the Consultant’s employees, agents, or any tier of subcontractor granted access in the performance of this Agreement and shall be granted and authorized only such access as may be necessary for the purpose of fulfilling the requirements of this Agreement.
B. **Permitted Access.** The Consultant’s employees, agents, and subcontractors must receive prior, written approval from the Town before being granted access to the Town’s information and communication technology resources and data. The Town, in its sole discretion, shall determine accessibility and limitations thereto. The Consultant agrees that the requirements of this Section shall be incorporated into all subcontractor/subconsultant agreements entered into by the Consultant. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. Notwithstanding the provisions in Section 14, a violation of this Section may result in immediate termination of this Agreement without notice.

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

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

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

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

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

16.17 **Records and Audit Rights.** To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 16.18, the Consultant’s and its subcontractor’s books, records, correspondence, accounting procedures and practices, and any
other supporting evidence relating to this Agreement, including the papers of any of the Consultant’s and its subcontractors’ employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as “Records”), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the Town, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Consultant’s and its subcontractors’ actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant’s and its subcontractors’ compliance with the Arizona employer sanctions laws referenced in subsection 16.18. To the extent necessary for the Town to audit Records as set forth in this subsection, the Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the Town shall have access to said Records, even if located at its subcontractors’ facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the Town to the Consultant pursuant to this Agreement. The Consultant and its subcontractors shall provide the Town with adequate and appropriate workspace so that the Town can conduct audits in compliance with the provisions of this subsection. The Town shall give the Consultant or its subcontractors reasonable advance notice of intended audits. The Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

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

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

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

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

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

16.23 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the Town. The Town reserves the right to obtain like goods and services from another source when necessary.
16.24 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Consultant warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. If the Consultant becomes aware that it is not in compliance with this paragraph, the Consultant shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Consultant fails to provide a written certification that it has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

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

“Town”

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

“Consultant”

DUKE’S ROOT CONTROL, INC.,
a New York corporation

______________________________
Jack W. Miller, Mayor

ATTEST:

______________________________
Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

______________________________
Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC
EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE TOWN OF CHINO VALLEY
AND
DUKE’S ROOT CONTROL, INC.

[Scope of Work and Fee Proposal]

See following page(s).
Town of Chino Valley

Precision I&I Microdetection Service & GIS Integration

Mar 1, 2023

WWW.DUKES.COM
02 / 22 / 2023

Michael Bovee  
Town of Chino Valley  
1982 Voss Drive  
Chino Valley, AZ 86323

PROJECT NAME: Precision I&I Microdetection Service & GIS Integration

Dear Michael,

Dukes Root Control, Inc. is pleased to submit this proposal to Town of Chino Valley for the Precision I&I Microdetection Service & GIS Integration. All details regarding this project are contained within the pages of this proposal and include sample deliverables, scope of service descriptions, and pricing.

This proposal is being submitted based on interpretations made from the study maps or information we have been provided. Please review for accuracy.

Thank you for your consideration and the opportunity to illustrate our services. Please do not hesitate to contact me with any questions regarding this proposal.

Sincerely,
Dukes Root Control, Inc.

Brian Conroy  
Western Regional Manager  
214-280-4147  
brian@dukes.com
iTracking® Micro Detection is based on a simple premise:

What municipalities and utilities are ultimately interested in accomplishing is NOT to measure each gallon of I&I but to quickly and cost-efficiently PINPOINT those areas within the collection network responsible for contributing the greatest influx of rain and groundwater.

This is exactly what Eastech’s iTracking Micro Detection technology is designed to achieve; locate inflow and infiltration down to adjacent manholes simply, safely, quickly and affordably.

Hundreds of independent flow studies have confirmed that 80% of I&I resides in just 20% of the collection network. It is in this 20% of the system that I&I needs to be discovered. Conventional Doppler-type flow meters, while able to measure flows in larger basins (2-4 miles) where wastewater levels remain at heights satisfactory for covering their "bottom-sitting" sensors, have proven themselves incapable of providing the necessary high resolution monitoring required for micro detecting I&I in the smaller diameter pipes (8”-12”) that make up 85% of almost every collection system. This shortcoming presented Eastech with an opportunity for developing a solution not currently possible with conventional flow metering devices.

The key to iTracking Micro Detection is the seamless integration of low-cost sensors, wireless connectivity and automated analytical software, delivering results where portable flow meters fall short. iTracker® Wi-Fi and cellular-enabled sensors simply and safely record wastewater levels from 0 – 100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program. With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro-basin within the area under investigation. In many instances, the problem is pinpointed down to adjacent manholes without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or “in the road” data retrieval.

The success or failure of attempts to determine the actual location of I&I does not depend on the length of the sewer evaluation study period but rather on the investigative ability of the detection method employed. With iTracking Micro Detection technology, the time period to pinpoint faulty infrastructure could be as short as one rain event. This single storm approach is the biggest factor in delivering a successful and cost saving I&I detection study.
iTracking® Micro Detection has the ability to reveal the location of I&I after a single storm event

- Low-cost iTracker sensors provide the high-resolution data points required for pinpointing the 20% of faulty infrastructure contributing the majority of I&I.
- By strategically placing iTracker sensors upstream of regional flow meters, changes in wastewater volume as small as 1/10" can be observed in both mini and micro-basins.
- Maintenance-free iTracker sensors are capable of accurately measuring collection system performance on streets with minimal amounts of homes or commercial facilities.
- iTracker sensors are installed from the street level without the need for confined-space entry. Sensor calibration is accomplished in 5 minutes using any Wi-Fi enabled mobile device.

In most instances, after just a single storm event, the problem is pinpointed down to mini and micro basins without the requirement for expensive monitoring equipment, confined-space entry, repetitive maintenance or "in the road" data retrieval. This single storm approach is the main factor when it comes to delivering a successful and cost effective I&I detection study.

How iTracking® Works

iTracker® Wi-Fi or cellular-enabled sensors simply and safely record wastewater levels from 0–100% pipe ID during dry day periods and wet weather events and then convert those changes in level to volumetric differences in flow through the use of uniquely developed algorithms embedded within the iTracking software program.

iTrackers® monitor and record levels within the manhole

Smart algorithms convert changes in level to changes in volume

iTracking analytics convert changes in volume to flow in gallons per minute

Software identifies micro basins with the greatest amounts of I&I

With the simple click of a button, bar charts, line graphs and operating performance reports are clearly presented detailing the contribution of I&I for each mini and micro basin under investigation.
iTracker sensors are strategically distributed within each major basin responsible for allowing the entry of excess volumes of ground and storm water.

Having discovered that mini basin 1 is responsible for 30% of total I&I, iTracker sensors are relocated creating (4) micro basins within mini basin 1.

Portable flow meters monitor operating conditions in major basins (2-4 linear miles) in order to discover the extent of inflow and infiltration.

A robotic inspection camera is employed to ascertain the exact cause of the Rain-Derived Inflow & Infiltration (RDI) entering micro basin 1C.

At a glance” iTracking analytics automatically identify the mini basins (1, 2, 5 & 8) responsible for contributing the highest percentages of I&I.

Hydrographs are then created for each Major Basin showing increases in wastewater volume during periods of wet weather.

Having discovered that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.

iTracking analytics immediately discover that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.

Robotic cameras are capable of providing visual evidence as to whether I&I is due to faulty construction, crumbling pipes or improper installation.

Flow Meter
(Major Basin Monitoring)

iTracking
(Mini Basin I&I Detection)

Camera
(I&I Confirmation)

iTracking
(Micro Basin I&I Detection)

Hydrographs are then created for each Major Basin showing increases in wastewater volume during periods of wet weather.

“At a glance” iTracking analytics automatically identify the mini basins (1, 2, 5 & 8) responsible for contributing the highest percentages of I&I.

iTracking analytics immediately discover that micro basin 1C, comprised of adjacent manholes 1B - 1C, is contributing 75% of the I&I within all of mini basin 1.

Robotic cameras are capable of providing visual evidence as to whether I&I is due to faulty construction, crumbling pipes or improper installation.
Advanced Technology

The Simpler the Better
Non-confined space iTracker installation is accomplished in 15 min. Non-contact iTracker ultrasonic sensors are maintenance-free. Wi-Fi and cellular iTrackers allow for safe data retrieval.

Results At A Glance
Simple to understand bar charts, line graphs and consolidated reports depict “at a glance” mini and micro basins responsible for contributing the greatest amounts of I&I. By presenting all of the results within a single chart, the most problematic sites are immediately identifiable.
**iTracker Micro Detection - Scope of Services**

### Process

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Receive and upload current GIS / GDB files from client (data requisition guide may be supplied upon project initialization).</td>
</tr>
<tr>
<td>2.</td>
<td>Determine location to place initial iTracker units based on flow data obtained from maps or GIS files to properly canvass the study area. Proposed iTracker locations have been plotted on the proposal map. Final locations placed with client collaboration to achieve best results.</td>
</tr>
<tr>
<td>3.</td>
<td>Provide client link to view or approve locations for units and supply throughout the duration of the project.</td>
</tr>
<tr>
<td>4.</td>
<td>Access manholes and install iTracker units in accordance with manufacturer recommended installation procedures</td>
</tr>
<tr>
<td>5.</td>
<td>After 60 days installed, Dukes will remove and upload data from iTracker units. If there is no qualifying rain event (defined as single day rain event 1” or greater), then Dukes will extend the study period an additional 30 days for a maximum study period of 90 days. Rain data will be determined by an average of two of the following means: (1) Weatherunderground.com/NOAA weather service data; (2) rain data captured by Utility rain gauges; (3) deployment of Duke’s digital rain gauge deployed centered in the study area. Multiple rain gauges may be deployed at the discretion of Duke’s if found to be beneficial to the study data. Final determination of rain data will be at client’s discretion if more than one rain source is used.</td>
</tr>
<tr>
<td>6.</td>
<td>Maintain iTracker units by replacing batteries or units as required.</td>
</tr>
<tr>
<td>7.</td>
<td>Review, analyze and report data from test period per the sample deliverables.</td>
</tr>
<tr>
<td>8.</td>
<td>Review all data with client at the end of the study period to identify areas of the system prone to elevated levels of inflow or infiltration during and after rain events.</td>
</tr>
</tbody>
</table>

### Responsibilities of Dukes

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide all necessary crew and equipment to complete the project</td>
</tr>
<tr>
<td>2.</td>
<td>Require and enforce that all staff wear proper identification and PPE including, but not limited to hi-vis vests.</td>
</tr>
<tr>
<td>3.</td>
<td>Ensure that all vehicles are properly marked and have adequate safety lighting</td>
</tr>
<tr>
<td>4.</td>
<td>Act in a polite, professional manner at all times and especially when dealing with the public</td>
</tr>
<tr>
<td>5.</td>
<td>Report any severe observations to the point person from the client’s office assigned to this project.</td>
</tr>
</tbody>
</table>

### Responsibilities of Client

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provide contractor with all electronic data to successfully complete the project (see data requirements page)</td>
</tr>
<tr>
<td>2.</td>
<td>Assist contractor with public issues or concerns</td>
</tr>
<tr>
<td>3.</td>
<td>Agree to promptly review and advise contractor on any changes to location of iTracker units if client is participating in the iTracker placement process</td>
</tr>
<tr>
<td>4.</td>
<td>Assist contractor with location and access of buried or surcharged manhole structures that have been deemed optimal locations for iTracker placement.</td>
</tr>
<tr>
<td>5.</td>
<td>Assist Dukes with traffic control to ensure a safe installation of units. If traffic control or permitting is the responsibility of Duke’s, client must disclose this prior to execution of contract and commencement of work.</td>
</tr>
</tbody>
</table>
iTracker Micro Detection - Sample Deliverables

RAIN DATA

<table>
<thead>
<tr>
<th>Number of Rain Days</th>
<th>Average Rainfall</th>
<th>Average Wet Period</th>
<th>Heaviest Rainfall in a Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>21 Days</td>
<td>0.26 inches</td>
<td>37%</td>
<td>1.18 inches</td>
</tr>
</tbody>
</table>

CONNECTION ANALYSIS
## Population Table

<table>
<thead>
<tr>
<th>Name</th>
<th>Monthly Avg</th>
<th>Sept Pop</th>
<th>December Pop</th>
<th>Jan Pop</th>
<th>Feb Pop</th>
<th>Max Level</th>
<th>Min Level</th>
<th>Standard Capacity</th>
<th>Normal Capacity</th>
<th>Standard Deviation</th>
<th>Percent Over Normal Capacity</th>
<th>Standard Deviation</th>
<th>Percent Over Normal Capacity</th>
<th>Severe Level</th>
<th>Moderate Level</th>
<th>Normal Level</th>
<th>Lower Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day 1</td>
<td>0.52</td>
<td>15</td>
<td>171</td>
<td>189</td>
<td>203</td>
<td>2.5</td>
<td>1.8</td>
<td>3.5</td>
<td>2.8</td>
<td>0.8</td>
<td>0.2</td>
<td>2.5</td>
<td>0.8</td>
<td>Moderate</td>
<td>Moderate</td>
<td>Moderate</td>
<td>Moderate</td>
</tr>
<tr>
<td>Day 2</td>
<td>0.54</td>
<td>15</td>
<td>171</td>
<td>189</td>
<td>203</td>
<td>2.5</td>
<td>1.8</td>
<td>3.5</td>
<td>2.8</td>
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## Final Map

**Overall**

- **Level 1**
  - Pop. Density: 1.6
  - Rating: Moderate
- **Level 2**
  - Pop. Density: 3.2
  - Rating: Moderate
- **Level 3**
  - Pop. Density: 4.8
  - Rating: Moderate

**Nightly (Midnight thru 5:00 AM)**

- **Level 1**
  - Pop. Density: 1.6
  - Rating: Good
- **Level 2**
  - Pop. Density: 3.2
  - Rating: Good
- **Level 3**
  - Pop. Density: 4.8
  - Rating: Good

**DAY1**

- **Level 1**
  - Pop. Density: 1.6
  - Rating: Good
- **Level 2**
  - Pop. Density: 3.2
  - Rating: Good
- **Level 3**
  - Pop. Density: 4.8
  - Rating: Good

**DAY2**

- **Level 1**
  - Pop. Density: 1.6
  - Rating: Good
- **Level 2**
  - Pop. Density: 3.2
  - Rating: Good
- **Level 3**
  - Pop. Density: 4.8
  - Rating: Good

**DAY3**

- **Level 1**
  - Pop. Density: 1.6
  - Rating: Good
- **Level 2**
  - Pop. Density: 3.2
  - Rating: Good
- **Level 3**
  - Pop. Density: 4.8
  - Rating: Good

**Duke's Rooted in Innovation**
Michael Bovee  
Town of Chino Valley  
1982 Voss Drive  
Chino Valley, AZ 86323

**Data Share Authorization Request**

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<th>Type of Sharing Request:</th>
<th>□ Reference</th>
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<th>□ Printed Reports</th>
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| Time of Share:          | □ Single Use | Party of Sharing to: [Sharing Party] |
|                        | □ Unlimited Use |

| Time Period:            | Expiration Date: [Expiration Date] |
|                        | □ No Expiration date |

*Full Deliverables includes Work Files

**CLIENT NOTES OR EXCEPTIONS**

**DUKES NOTES OR EXCEPTIONS**

Sincerely,  
Duke's Root Control, Inc.

Approved By:  
Town of Chino Valley

Christina Urbina  
Title:  
Date:  

Michael Bovee  
Title:  
Date:
The prices quoted herein will remain in effect for the length of this contract, unless changes are agreed upon in writing by both parties.

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<td>• Deliverables Review Meeting</td>
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Total $93,972.00

Proposal pricing is valid for 90 days.

We ask that our clients assist with structures that are not located or accessible while our crews are in the field in an effort to achieve full project completion. If assistance with access to structures cannot be completed within 24 hours after crews complete field work, a remobilization fee may be applied to complete remaining structures on the project.

Monthly progress billing will be based on field work completed to date. 10% of the item value will be withheld from billing until receipt and approval of final deliverables for the project. Any mobilization fees will be billed as they are incurred.
THANK YOU
FOR YOUR CONSIDERATION OF OUR SERVICES

400 E. AIRPORT ROAD, STE E
ELGIN, IL 60123
800-447-6687

Brian Conroy
Western Regional Manager
214-280-4147
AGENDA ITEM TITLE:
Public hearing, consideration, and possible action to approve Ordinance No. 2023-933 to rezone approximately 21 acres of real property located at the southeast corner of N Road 1 East and Red Cinder Road (APN 306-18-009Q and APN 306-18-009R) from Agricultural Residential 5-Acre Minimum to Single Family Residential 1-Acre Minimum.

RECOMMENDED ACTION:
i) Hold a Public Hearing
ii) Approve Ordinance No. 2023-933

SITUATION AND ANALYSIS:
See attached

Fiscal Impact

Fiscal Impact?: N/A
If Yes, Budget Code: Available:
Funding Source:

Attachments

ZC-2023-01 TC Staff Report
ORD - 2023-933
Case/Project Description:
This is a request by Adam Haywood, on behalf of Allen Nel, to rezone approximately 21 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the southeast corner of N Road 1 East and Red Cinder Road, Chino Valley, Arizona.

Planning and Zoning Recommended Action
The Planning Commission modified the Conditions of Approval and forwarded a recommendation of approval with a 5-1 Vote.
See Attachment 1 for the Conditions of Approval

Location Map:
Location Data:

<table>
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<tr>
<th>Site</th>
<th>Existing Zoning</th>
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<th>General Plan Designation</th>
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<td>Medium Density Residential (2 Acres or Less)</td>
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<td>Single Family Residential 1-Acre Minimum (SR-1)</td>
<td>Residential</td>
<td>Commercial / Multi-Family Residential</td>
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Neighborhood Meeting:
A neighborhood meeting was held at the Town Hall Council Chambers on April 26 and 27 in which 11 community members attended the April 26th meeting. The following was discussed:

- Questions if the applicant is intending for manufactured or site-built homes.
- Questions if the applicant intended to be on Town water and sewer, or individual wells and septic systems.
- Concerns over impact on water availability.
- Concerns over increase in traffic and negatively impacting road quality.
- Concerns over increase in density.
- Concerns over impact to surrounding landscape.
- Concerns over plat configuration and adequate emergency exits.

Additional Public Comment:
See Attachment 2 for a detailed dialog from the P&Z Meeting.
See Attachment 3 for letter(s) received from the public.

FISCAL IMPACT?
N/A

Attachments
Attachment 1 – Conditions
Attachment 2 – P&Z Minutes
Attachment 3 – Public Letter(s)
Attachment 4 – P&Z Staff Report
Attachment 1
Conditions of Approval
ZC-2023-01
Town Council
July 11, 2023
Development Services Comments: Laurie Lineberry, Director, 928-636-3471
1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder’s Office, prior to the rezone being heard by the Town Council.

Planning: Will Dingee, Assistant Director, 928-636-3472
3. The owner shall deed-restrict development of the lots to site-built homes only.

Public Works/Engineering: Frank Marbury, Director, 928-636-3401
4. The owner shall dedicate approximately 15’ of additional right-of-way, for a total of 40’ east of the west line of section 11 along North Road 1 East per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Urban Arterial). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.

5. The owner shall improve the east-half of North Road 1 East along the entire frontage of the property per the Town’s Urban and Rural Roadways Map (Urban Road with Multi-Use Path) as follows:
   a. 19’ minimum asphalt paved road section (centerline to lip of gutter)
   b. Concrete curb and gutter
   c. 5’ concrete sidewalk

6. The owner shall reconstruct the south-half of Red Cinder Rd that is adjacent to the property per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
   a. 12’ minimum asphalt road half-width
   b. 5’ paved shoulder, thickened edge
   c. Bar ditch

7. The owner shall dedicate and improve internal streets (full-width) per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
   a. 50’ minimum right-of-way
   b. 24’ asphalt road width
   c. 5’ paved shoulder, thickened edge
   d. Bar ditch
   e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet for collector and arterial streets. This shall apply to existing adjacent streets / rights-of-way as well.
   f. Cul-de-sac streets shall terminate in a circular right-of-way sixty (60) feet in radius with a minimum improved traffic turning circle forty-eight (48) feet in radius.

Stipulations from the Planning and Zoning Commission – June 6, 2023
8. The developer shall enter into discussions with the Town about:
   a. possible connection to Town Water service,
   b. alignment of Road 3 North for possible access to the project
   c. providing a Traffic Impact Statement.

9. The rezone is effective for 5 years from the date of Town Council Approval.
Attachment 2
Minutes - P&Z June 6, 2023
ZC-2023-01
Town Council
July 11, 2023
PUBLIC HEARING #E.1 - CASE# ZC-2023-01 — This is a request by Adam Haywood to rezone approximately 21 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the southeast corner of N Road 1 East and Red Cinder Road, Chino Valley, Arizona.

Meadors recused herself from the dais declaring she attended the neighborhood meeting as an interested party and clarified that she had received the public postcard notification. Meadors left the Council Chambers at 6:07pm. Chair Merritt noted in the staff report that Alternate Commissioner Fernow was also listed as attending the neighborhood meeting and asked her if she participated as a voice for the public. Fernow indicated that she did share her opinions as a member of the public.

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

Will Dingee, Assistant Director presented the staff report for case ZC-2023-01 and stated that staff recommended approval. He also provided a modified street layout showing a second exit on Red Cinder Road to the north.

Switzer asked about the proximity of water and sewer to this area when utilities are completed in the Perkinsville 44 subdivision. Marbury stated water connection is at Adams, sewer is at Perkinsville. Marbury stated that the code identifies that if a subdivision of parcels is less than 1-acre must connect to the town water system. Lots one acre or larger must connect if within 300 feet of the Town water system. This is not the case with this property as the lots are not within 300 feet. For sewer, if a subdivision contains lots 1 acre or greater they may install septic tanks if sewer is not available within 300 feet. Water infrastructure costs are around $350/foot.

Merritt estimated that the cost for water could be $200,000, plus the cost to hook-up the individual lots. The cost to bring water and sewer to the property would be $600,000, not including the $1 Million cost of a lift station. He asked if there could be a stipulation to bring water to the property. Marbury stated that there could be some type of development agreement between the developer and the Council to share costs of installation. The council could make that decision for water and sewer. Pasciak asked if the town had an agreement to pay for the water line up to the 300’ limit, in a partnership with the development, that it would cost the Town to participate. Marbury agreed and said the money would have to come from somewhere in the Town budget.

There were no further questions from the commission for staff at this time.

Applicant Adam Haywood, of Borderland LLC, stated that Will covered everything that he was going to cover from the staff report, agreed with the conditions, which included a deed restriction for site-built homes, dedications to reach the town required right-of-way width, and road improvements, including pavement and drainage along the sides (pending engineering drainage review). He stated he was flexible with the road layout and connections to existing roadways. Haywood said they were open to participation in extending the water line and connecting. The improved roads will be dedicated to the town during the subdivision process.

Penn pointed out that the current drawing shows 16 lots, which would mean 16 individual well sites. He also asked about landscaping and the maintenance of common areas. Switzer asked if Haywood would be amenable to talk about extending the water line from Adams up to this property. Haywood stated that he would be agreeable to speak with Public Works to consider what the cost may be and how much the town would be willing to participate. Haywood stated that they are currently pursuing approval for the wells from Arizona Department of Water Resources (ADWR) and septic approvals.
There were no other questions from the commission for the applicant at this time.

Merritt opened the public comment period.

Diane Norberg stated she and her husband moved to Chino Valley because of the rural feel with farm animals and expressed concern about this development changing the character of her neighborhood. This change doesn't benefit current neighbors. Traffic will increase on the bad roads. She requested that the Commission restrict the new homes to one-story in order to preserve the current views existing property owners have. She requested the Planning and Zoning Commission deny the rezone.

Rachelle Fernow of 2949 N Road 1 East, questioned previous meetings where discussion regarding counting the right-of-way as part of the parcel would allow those parcels to be less than one acre in size. She felt there were inconsistencies that the Town needed to figure out. Also, she mentioned, as an alternative, using the current easement located on Road 3 North and continuing that road to allow the main access to this proposed plan. She felt that these homes would sell at $585,066 on average and that the total profit would be around $9.3 Million. The developer should use some of that profit to improve the infrastructure extension.

Toni Graybill of 1022 Granite Creek Lane, agreed with Norberg and shared that she appreciated the developer being flexible and willing to work with the town on utilities. She supported the access proposed by Rachelle Fernow, on Road 3 North. She questioned the possibility of regrading to accommodate sewer lines.

James Olson of 2117 N Road 1 East questioned water and sewer credits and how that works for the Town. He agreed with what all his neighbors had previously said. Using Road 3 North would be preferrable.

Tom Trucba of 1130 Red Cinder stated that he lived on Red Cinder and there was a lot of traffic already on that road, so he was concerned about having an additional road access from this proposed development. He added that Red Cinder Road is in terrible disrepair and that more traffic will just cause additional deterioration. The Town needs to start working on the roads in Town.

Ralph Wilckin of 2044 N Road 1 East, stated that he lives on Road 1 East and his driveway is directly across from the proposed access to this development which creates safety issues. He also shared that he has lived here for 20-plus years and that the rural setting is why he moved here. These types of developments should not happen at the expense of the existing landowners.

James Holt, Water Consultant for applicant, he shared that the applicant will still need an assured water supply even if the State decides there is sufficient water to approve the 100-year supply. This ADWR paperwork is in progress and should be completed in 4-8 weeks. He agreed with Attachment B, comments from the Town’s Water Consultant. He shared that the water quality in this area is extraordinarily good. He added that the overall impact to the water will remain the same if there are individual wells or the water is provided by the Town. Pasciak asked if the town was under agreement to provide water to this project, that means the Town would be guaranteeing the 100-year water supply to this project and be depleting the town’s overall water supply. Holt agreed.

Nancy Thomas of 1166 Red Cinder, stated she also lives on Red Cinder and that having an additional road intersection will compound the already blind corner. She also liked the idea of having the main access off of Road 3 North. She added that the roads aren’t wide enough and there are not enough sidewalks. She stated she was against this project. Perkinsville 44 was
already approved by this body, with no road improvements. The area roads are in horrible shape and there is no safe place to walk. The Commission should support the neighbors. She felt the neighbors on Red Cinder should have their road improved.

There were no further comments from the public and Merritt closed the public portion of the meeting.

Merritt identified the various items of concerns. These included density, different sewer route, water recharge credits, possible access via Road 3 North and overall road improvements.

Marbury addressed the recharge credits first. He stated if you hook up to town water and not to town sewer, septic tanks do not recharge into the aquifer. That is the advantage of connecting homes to town sewer which does recharge to the aquifer; it adds to the towns paper water portfolio.

Merritt asked if the town uses the developers water assurances does it affect the town portfolio. Marbury stated that he would not recommend paying for the developers’ water credits. He added that the town has the right to sell water credits out of its portfolio at a cost of $25,000 per acre foot per 100-year supply. The town can supply water to developments with 660’ of an existing line. The Town wells are around 1000’ deep. Individual wells are around 400 feet deep. Switzer asked about water credits for Town water. Marbury shared the Town can supply water to the subdivision or sell the developer water credits. There is “legal” water and “physical water. Merritt asked if the developer agreed to bring town water to his development, could his assured water supply credit be signed over to the town. Marbury stated yes.

Mr. Holt had mentioned in his comments that whether it is town water or private wells, the water is being drawn from the same aquifer at different levels beneath the surface. Marbury shared that generally a home on a meter uses less water as they are paying water costs each month. Pasciak thanked Public Works for the thorough list of roadway improvements required. Merritt asked when the roads and infrastructure in Perkinsville 44 would be completed. Marbury stated he does not have a completion date. He added that Perkinsville 44 is obligated to improve both Road 1 East and Perkinsville Road adjacent to their project, including a 10’ pathway.

Merritt asked if this project was required to provide the same dedications and assurances.

Marbury stated yes. This project would provide 19-feet of asphalt on Road 1 West, curb, gutter, and sidewalk and also on Red Cinder if access should be approved. Merritt asked about the Road 3 North right-of-way concerns. Marbury shared that Road 3 North did not have a continuous right-of-way along the south property line of this development. This road was not scheduled to become an arterial, since it could not cross the wash. Switzer asked which type of roadways the town prefers, cul-de-sacs or loops. Marbury shared that a loop with two exits is the best scenario for larger vehicles, such as buses, fire equipment, garbage trucks, etc. He also confirmed that Red Cinder would require 12-foot minimum pavement per lane width, plus a 5-foot shoulder with a roadside ditch.

Merritt asked about a public suggestion for an alternate sewer route to the north through grading the area. Marbury shared that the topography of the area flows from southwest to northeast. A lift station would be required at the low point of the subdivision to pump to the existing sewer line in Perkinsville. There is no sewer to the northeast and there is no continuous right-of-way available to provide a sewer connection to the north.

Merritt asked Marbury to comment on the amount of traffic that 16 lots would generate. Marbury stated the standard traffic for single family residential use is considered an average of 10 trips per day per unit. This includes, postal office, garbage trucks, emergency vehicles, UPS, FedEx,
deliveries, residents, etc. A Traffic Impact Statement could be required to provide more specific details.

**Merritt** felt it was important to share with the group where he lived in relation to the proposed development. He walked over to the map and pointed out his house, the two curves on Red Cinder, the trees that block visibility, along with the location of several speakers' homes. He returned to the dais.

**Dingee** shared that the amended circulation map shown tonight was conceptual only, to illustrate that the applicant is open to revisions and to creating a safe environment. **Merritt** agreed that the alternate circulation plan was not very safe. He felt the two cul-de-sacs wasn't safe either. He felt it was worth exploring the possibility of access on Road 3 North. **Switzer** also felt that the Road 3 North option made sense based on the primary direction people would drive to leave the Subdivision.

**Pasciak** directed the questions back to the slide showing the notification radius and the subsequent map showing where the neighborhood meeting attendees actually lived. He noted that there were multiple attendees that were outside of the notification radius.

**Marbury** interjected to clarify the provision of allowing certain properties less than 1-acre in size, to be served by well and septic. **Marbury** asked **Dingee** to supplement his response. Then **Merritt** asked **Dingee** to explain Prop 207 as it applies to these lots. **Merritt** asked about buffer zones. **Dingee** agreed that this parcel, as 1-acre lots, serves as a buffer between Perkinsville 44 Subdivision and properties to the north of this propose rezone.

**Switzer** asked about water (and not sewer) being supplied to the property. **Marbury** reiterated prior statements. For the record, **Switzer** shared that he voted “no” twice on the Perkinsville 44 project.
Haywood returned to the podium and responded to neighbors' questions. He shared that if the access was on Red Cinder the road improvements are required. If there is an alternative access along Road 3 North, that also will be improved per the town requirements. He shared that they agreed the trees on the corner were a hazard. Haywood discussed extinguishment credits for water, which would cost him $400,000. Merritt asked Haywood if he objected to exploring Road 3 North as an access. Haywood agreed to explore Road 3 North for access to the subdivision.

Merritt addressed a prior comment regarding the profit for this project. He stated that total sales does not equal profit to the developer. Profit is only determined after all the building costs are deducted, which include building design, roads, sidewalks, wells, septic installation, landscaping, etc.

Marbury asked to clarify that currently there is only one parcel that does not have right-of-way provided along Road 3 North, which is the parcel on the corner of Road 1 East and Road 3 North.

Merritt shared that all of the 1-acre parcels in the area of this project, started out as a great big parcel, those properties where divided and then split again as people wanted to move here and have a place to live. If you look at the area map, you can see 0.9-acres lots, 0.36-acre lots, 0.55-acre lots that are a result. This whole area is surrounded by a majority of 1-acre parcels with mobile homes – they all started out as parts of larger parcels. He stated that he has lived at his current location for 20 years, he liked his property and the location, but this town is going to develop to a certain degree for the same reason that others had moved to Chino Valley. He mentioned that the developer has agreed to build site-built homes rather than manufactured homes. He stressed that in his opinion, the density is a non-issue.

The commission discussed the possibility of adding a time limit to the rezone and the possibility of adding stipulations to staff's recommendations for approval.

MOTION - A motion was made by Commissioner Switzer and seconded by Vice-Chair Pasciak to approve ZC-2023-01, as presented by staff, with the following two stipulations:

8. The developer shall enter into discussions with the Town about:
   a. possible connection to Town Water service,
   b. alignment of Road 3 North for possible access to the project
   c. providing a Traffic Impact Statement.

9. The rezone is effective for 5 years from the date of Town Council Approval

A roll call vote was taken with the following votes: Welker–Yes, Penn–No, Zamudio–Yes, Switzer–Yes, Pasciak–Yes, Merritt–Yes. The motion passed with a 5-1-0 approval, with Teena Meadors recusing herself.

Merritt asked each of the commissioners to explain their vote. They are as follows:

- Welker – voted yes. The subject property fits as a buffer between the 7,000 square foot lots and the surrounding properties.
- Penn – voted no. More consideration should be given to people that have purchased property over the years, knowing what the zoning was of the various lots in the area, and in most cases that is why they purchased their lots. Perkinsville 44 received zoning approval in April 2018. Chino Valley is a very different town from 2018 and I think property should be looked at differently today.
- Zamudio voted yes. The applicant satisfies the requirements for the land and when you buy property, nothing is guaranteed. You do not control someone else's property, and you don’t tell them what to do with it. This proposal fits within what development is currently, and so I feel that he is correct and he should move forward with the way his plans are.
- **Switzer** – voted yes. He felt that the zoning fit with the surrounding properties/zoning. He felt the zoning change fit the surrounding property. If does fit with the current General Plan and it also fits with the potentially upcoming General Plan, with the stipulations of the proper preliminary plat comes forward, it could be a good project for the surrounding area and even for the folks on Red Cinder without impacting their properties to a great extent.

- **Meadors** - recused herself

- **Pasciak** – voted yes. He agreed with everything that had been said for this development, but in addition to that he added that the view you get with your property only extends to your property line. The fact that you might have 20-acres in front of you that has nothing on it, isn't going to be there forever and if you want that view to stay, you need to buy that 20-acres. A view is not guaranteed with your property. Comments about the conditions of the road – the Town has been aware of the road conditions since 2014 when there was an opportunity to develop a priority of roadway improvements and additionally in 2019, a tax was floated to the voters, with the voters voting “NO”. **Pasciak** felt that the developer improving their half of the road was good for the Town and hopefully the Town can maintain it because nobody wants to vote for an increase in tax.

- **Merritt** – voted yes. **Merritt** agreed with everything that everybody else said, except for the no vote. He felt it was unreasonable to expect large parcels of land to stay undeveloped. This project is surrounded by 1-acre parcels or less in size. Those people moved here, just like current property owners did and the new people have a right to do the very same thing. If the citizens of Chino Valley do not want any more development in town, then they need to own or control the property. As far as the roads, tax money is what makes the roads get improved. The Town Engineer fights a losing battle every year to keep up with road maintenance that no one wants to pay for but everyone wants to complain about. We hear it every zoning meeting. This is a great project with site-built homes, a possibility of Town water and **Merritt** just didn’t know what else, other than spending an extraordinarily large amount of money to put sewer there, the guy could have done any better than he did, especially with, the stipulations that were placed on the project. **Merritt** shared where he lived because he was putting his mouth where his wallet was.
Attachment 3
Letter(s) from the Public
ZC-2023-01
Town Council
July 11, 2023
First, thank you for your time and for allowing me to share my comments.

When my husband and I moved here last year, we chose Chino Valley because of the small town atmosphere. We specifically chose our property because we liked the feel of living in the country, not a larger town. We looked at Prescott, Cottonwood, Camp Verde, Jerome, Dewey, Ash Fork and several other towns. None of them felt like Chino Valley or the neighborhood we chose right off of Red Cinder Rd. We love being surrounded by the sights and sounds of small ranches and farms with horses, goats, chickens and other animals. This was our retirement dream! We made it! We knew when we moved here we would have to drive at least 20 minutes to do most of our shopping, medical appointments, dining, see movies, etc. but it was a compromise we CHOSE so we could enjoy living in an uncrowded small town in the country. We just plan ahead if we need something out of town. Most of the residents of Chino Valley want to keep the 'small town' feeling we have. Of course, there will be growth but the council needs to be mindful of what they allow and keep in mind the feelings and wishes of the CURRENT residents.

If you allow these 5 acre lots to be rezoned to 1 acre lots, it DOES NOT benefit the current neighbors. It only puts more money in the developer's pocket! The residents here like the wide-open spaces, rural country views and ability to have livestock. Local realtors tell us people come to Chino Valley specifically looking for large lots to have horses, certainly more than 2 acres. One acre lots are just too small. We will already be dealing with the overcrowding and pollution that the Perkinsville 44 tract homes will be adding to our surrounding roads. That will add somewhere near 200 more cars to our neighborhood when it is completed. That will be right next to these new homes being proposed on N. Rd. 1 East. There is NO NEED for more! It DOES NOT benefit us! The number of added homes should be kept to a minimum for the sake of the current neighbors and the lot size to the maximum.

I heard from a 'long time' neighbor that the land owner of the rezoning request puts a lot of money into Chino Valley so the council will most likely give him anything he requests. I hope that's not true!! I hope the council is working for the current residents who voted for them. I hope they are listening to what we want: wide open, uncrowded spaces, with a country feel and views. And speaking of views, I would also like to request that none of these new homes will be 2 stories. Even single story houses will be taking away many of our views. The open pastures that I see 3 horses grazing on as I drive past right now will certainly be gone. There goes another piece of that 'wide open country feel'. Bummer.

Thank you for your time and consideration.
Dear Chino Valley Planning Commission,

I am writing to express my disapproval regarding the rezoning request for the area in question. The lack of infrastructure in this area is concerning, with roads that are not maintained and are not wide enough for two vehicles. It is worth noting that a housing tract community was recently approved that backs right up to this rezone request property, yet nothing has been done to improve the roads or access for the community that is already in place. This is particularly concerning given that the area is close to a school and has a school bus pick up right on the corner with no safe place for children to wait. I believe that increasing traffic will only make things worse and will not improve the area.

I also feel that there should be another in person meeting before this is decided since the postcards you sent out had Thursday, April 26th as the date when that was actually a Wednesday and there could be several people that were unable to attend due to your error with this mailing.

Thank you for considering my concerns. Best regards,

Nancy Thomas
1166 Red Cinder Rd.
Chino Valley, AZ
Attachment 4
Staff Report – P&Z June 6, 2023
ZC-2023-01
Town Council
July 11, 2023
PROJECT DESCRIPTION

This is a request by Adam Haywood, on behalf of Allen Nel, to rezone approximately 21 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the southeast corner of N Road 1 East and Red Cinder Road, Chino Valley, Arizona.

LOCATION DATA

<table>
<thead>
<tr>
<th></th>
<th>Existing Zoning</th>
<th>Use(s) on-site</th>
<th>General Plan Designation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site</td>
<td>Agricultural Residential 5-Acre Minimum (AR-5)</td>
<td>Vacant</td>
<td>Medium Density Residential (2 Acres or Less)</td>
</tr>
<tr>
<td>North</td>
<td>Single Family Residential 1-Acre Minimum (SR-1) &amp; Agricultural Residential 5-Acre Minimum (AR-5)</td>
<td>Residential</td>
<td>Medium Density Residential (2 Acres or Less)</td>
</tr>
<tr>
<td>South</td>
<td>Single Family Residence 0.16-Acre Minimum (SR-0.16) &amp; Agricultural Residential 5-Acre Minimum (AR-5)</td>
<td>Residential</td>
<td>Medium Density Residential (2 Acres or Less)</td>
</tr>
<tr>
<td>East</td>
<td>Single Family Residential 1-Acre Minimum (SR-1) &amp; Agricultural Residential 5-Acre Minimum (AR-5)</td>
<td>Residential</td>
<td>Medium Density Residential (2 Acres or Less)</td>
</tr>
<tr>
<td>West</td>
<td>Single Family Residential 1-Acre Minimum (SR-1)</td>
<td>Residential</td>
<td>Commercial / Multi-Family Residential</td>
</tr>
</tbody>
</table>

LOCATION MAP
**PRIOR SITE ACTIONS:**

**Code Enforcement**
APN 306-18-009Q – Overgrown weeds: 2-1-23, 9-26-22, 5-29-12, 4-4-11, and 8-27-09.


**Land Division History**
APN 306-18-009Q

APN 306-18-009R

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Red Cinder Estates Rezone with Conditions of Approval found in Attachment A.

**SUGGESTED MOTION:**

Move to **APPROVE** Zone Change ZC-2023-01 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A
EFFECT OF THE APPROVAL: By approving this Zone Change, the Planning and Zoning Commission is recommending approval to Town Council for the Red Cinder Estates Rezone, located at the southeast corner of N Road 1 East and Red Cinder Road, subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the General Plan.

Staff Analysis:
The applicant is applying to rezone approximately 21 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1), for a 16, potentially 17, 1-acre lot subdivision.

Proposed Site Layout Submitted by The Applicant at Point of Submittal
Zoning

Section 3.11 of the Unified Development Ordinance list “One (1) single-family dwelling” as a Permitted Use in the SR-1 zone. The applicant intends to build a residential subdivision of 1-acre lots with a single-family dwelling on each lot.

General Plan

The General Plan designates the subject property as Medium Density Residential (2 acres or less). The request to subdivide approximately 21 acres of land into 16 one-acre lots is in conformance with the General Plan designation for the subject property.
**Public Comments Received:** See Attachment F

**External Agency Comments:** See Attachment B

**Neighborhood Meeting Comments:** See Attachment C

**Proposed Conditions Delivered** May 3, 2023

**To Applicant On:**

- [X] Applicant agreed with all of the conditions of approval on 5/23/2023
- [ ] Applicant did not agree with the following conditions of approval: (list #’s)
- [ ] If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

**Attachments:**

<table>
<thead>
<tr>
<th></th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Conditions of Approval</td>
<td>External Agency Comments</td>
<td>Neighborhood Meeting Comments</td>
<td>Site Plan &amp; Exhibits</td>
<td>Staff Research</td>
<td>Public Comment</td>
</tr>
</tbody>
</table>

**Prepared By:**

WILL DINGEE – ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928 636-4427 – x3472

**Approved By:**

Laurie Lineberry, AICP
Development Services Director

**Prepared by:**

WILL DINGEE – ASSISTANT DIRECTOR
WDINGEE@CHINOAZ.NET
928 636-4427 – x3472

**Approved by:**

Laurie Lineberry, AICP
Development Services Director

**Date:**

MAY 24, 2023

---

**Case #:** ZC-2023-01

**June 6th, 2023**

Page 5 of 15

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**ZC-2023-01 Town Council v.1 7/11/2023**
The following conditions have been found to have a reasonable nexus and are roughly proportionate to the impact of the proposed rezone for the site:

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

1. The conditions listed below are in addition to Town codes, rules, fees, and regulations that are applicable to this action.
2. The Owner shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder’s Office, prior to the rezone being heard by the Town Council.

**Planning:** Will Dingee, Assistant Director, 928-636-3472
3. The owner shall deed-restrict development of the lots to site-built homes only.

**Public Works/Engineering:** Frank Marbury, Director, 928-636-3401
4. The owner shall dedicate approximately 15’ of additional right-of-way, for a total of 40’ east of the west line of section 11 along North Road 1 East per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Urban Arterial). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.
5. The owner shall improve the east-half of North Road 1 East along the entire frontage of the property per the Town’s Urban and Rural Roadways Map (Urban Road with Multi-Use Path) as follows:
   a. 19’ minimum asphalt paved road section (centerline to lip of gutter)
   b. Concrete curb and gutter
   c. 5’ concrete sidewalk
6. The owner shall reconstruct the south-half of Red Cinder Rd that is adjacent to the property per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
   a. 12’ minimum asphalt road half-width
   b. 5’ paved shoulder, thickened edge
   c. Bar ditch
7. The owner shall dedicate and improve internal streets (full-width) per the Town’s Unified Development Ordinance § 5.3.2, Table 5-1 (Rural Local Road) as follows:
   a. 50’ minimum right-of-way
   b. 24’ asphalt road width
   c. 5’ paved shoulder, thickened edge
   d. Bar ditch
   e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of thirty-five (35) feet for collector and arterial streets. This shall apply to existing adjacent streets / rights-of-way as well.
   f. Cul-de-sac streets shall terminate in a circular right-of-way sixty (60) feet in radius with a minimum improved traffic turning circle forty-eight (48) feet in radius.

Any questions or comments regarding the Conditions of Approval as stated above should be directed to the staff member who provided the comment. Name and phone numbers are provided.
1. ADOT has no concerns regarding the rezoning from AR-5 to Single Family Residential (SR-1). However, ADOT would require a copy of the TIA/TIS for review. Since a development in close proximity may impact traffic on the State Route 89, a Traffic Impact Analysis/Statement shall be prepared for developments which meet the specific requirement stated in ADOT Traffic Engineering Guidelines and Processes (TEGP), Section 240. Traffic Impact Analysis TGP 240 The preparer of the traffic study shall contact the appropriate ADOT Regional Traffic Engineer to discuss the scope of the analysis, methodology, and level of detail required for the specific project prior to beginning the analysis. If the TIA/TIS finds that impacts from this development affect SR-89, then any improvements would require an encroachment permit with supporting documents to be submitted to the Northwest District Permits office prior to development. Any and all work within the ADOT Right of Way shall be constructed according to ADOT Standards and Specifications. All construction plans shall be signed, sealed and dated by a professional engineer licensed in the state of Arizona. Be prepared to provide on and off site plans and include grading and drainage plans for review.

2. If ADOT determines that there may potential impacts to SR-89 then the property owner/developer may responsible to conduct the appropriate traffic studies, evaluations and subsequent improvements as required by ADOT.

3. ADOT’s comments may not be all inclusive. ADOT reserves the right to comment further when and if Parcel #306-18-009Q and #306-18-009R develops, to review the TIA/TIS, and to comment on any other future meetings regarding Parcels #306-18-009Q and #306-18-009R. Please contact the Northwest District Prescott Permits department if you have any questions or concerns.

4. ADOT respectively request that the Town of Chino Valley keep ADOT included of all reviews and any other future meetings moving forward with this development.
An assured water supply is not needed for a rezoning. However, as an FYI for the next possible phases of platting by the developer the following items should be considered and prepared for depending on the timing of developer’s platting timeframe if the zoning is approved and they intend to move quickly.

1. This subdivision with fewer than 20 lots will require a certificate of assured water supply issued from the Arizona Department of Water Resources, Assured and Adequate Water Supply. This process will require the applicant to prove there is a 100-year physically available water supply for each lot owner and this process requires the use of the Prescott AMA groundwater model and may take a considerable amount of time to complete (9-12 months).

2. The water quality will need to be tested from the water supply that each well will be pumping from and meet safe drinking water standards. If the water quality does not meet these standards than a water treatment system will be required to be installed within each residence per ADWR requirements of the certificate of assured water supply.

3. It is also recommended that the applicant set up a pre-application meeting with ADWR, Assured Water Supply Division far in advance of this work being required by ADWR.

4. All wells and septic systems including leach fields must have a setback of minimally 100 feet.
DATE MEETING HELD: APRIL 26 & 27, 2023
LOCATION: TOWN HALL COUNCIL CHAMBERS
ATTENDEES:
   AGENT/DEVELOPER: ADAM HAYWOOD, AGENT
   TOWN STAFF: WILL DINGEE, ASSISTANT DEVELOPMENT SERVICES DIRECTOR; BETHAN HENG, ASSOCIATE PLANNER.
   NUMBER NEIGHBORS IN ATTENDANCE – 11 ATTENDEES – RACHELLE FERNOW, DIANE AUDETTE, TEENA MEADORS, JAMES HOLT, RON & DIANE NORBERG, RYAN ROBERTS, JOYCE FORD, PAUL TAYLOR, TONI GRAYBILL, ALIE AMATO, & DONNA DAWSON.

SUMMARY OF ATTENDEE(s’) COMMENTS RELATED TO THE PROJECT:

- Questions if the applicant is intending for manufactured or site-built homes.
- Questions if the applicant intended to be on Town water and sewer, or individual wells and septic systems.
- Concerns over impact on water availability.
- Concerns over increase in traffic and negatively impacting road quality.
- Concerns over increase in density.
- Concerns over impact to surrounding landscape.
- Concerns over plat configuration and adequate emergency exits.
I. PROJECT DATA

Project Location: Southeast corner of N Road 1 East and Red Cinder Road.
Parcel Number(s): 306-18-009Q & 306-18-009R
Parcel Size(s): 21.1 Acres
Total Acreage: 21.1 Acres
Proposed Dwelling Units: N/A
Address: No Address.
Applicant: Allen Nel
Applicant’s Agent: Adam Haywood

Land Use Conformity Matrix:

<table>
<thead>
<tr>
<th>Zoning Overlay</th>
<th>PAD</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Existing Zoning</th>
<th>Use(s) on-site</th>
<th>General Plan Designation</th>
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<td>Site</td>
<td></td>
<td></td>
</tr>
<tr>
<td>North</td>
<td></td>
<td></td>
</tr>
<tr>
<td>South</td>
<td></td>
<td></td>
</tr>
<tr>
<td>East</td>
<td></td>
<td></td>
</tr>
<tr>
<td>West</td>
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</table>

Agricultural Residential 5-Acre Minimum (AR-5) | Vacant | Medium Density Residential (2 Acres or Less)

Single Family Residential 1-Acre Minimum (SR-1) & Agricultural Residential 5-Acre Minimum (AR-5) | Residential | Medium Density Residential (2 Acres or Less)

Single Family Residence 0.16-Acre Minimum (SR-0.16) & Agricultural Residential 5-Acre Minimum (AR-5) | Residential | Medium Density Residential (2 Acres or Less)

Single Family Residential 1-Acre Minimum (SR-1) & Agricultural Residential 5-Acre Minimum (AR-5) | Residential | Medium Density Residential (2 Acres or Less)

Single Family Residential 1-Acre Minimum (SR-1) | Residential | Commercial / Multi-Family Residential
Prior Cases or Related Actions:

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<th>Type</th>
<th>Conforms</th>
<th>Cases, Actions or Agreements</th>
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<tr>
<td>Pre-Annexation Agreement</td>
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<td>Annexation</td>
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<tr>
<td>General Plan Amendment</td>
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<td>X</td>
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<tr>
<td>Development Agreement</td>
<td>Yes</td>
<td>X</td>
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<tr>
<td>Rezone</td>
<td>Yes</td>
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<tr>
<td>Subdivision</td>
<td>Yes</td>
<td>X</td>
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Conditional Use Permit

Pre-Application Meeting

| Yes | X | No | March 15\(^{th}\), 2023 – (PA-2023-13) |

Enforcement Actions

| Yes | X | No | APN 306-18-009Q – Overgrown weeds: 2-1-23, 9-26-22, 5-29-12, 4-4-11, and 8-27-09. |

Land Division Status:

| Yes | X | No | APN 306-18-009Q |


| APN 306-18-009R |


Irrigation District: N/A

Detailed Narrative

This is a request by Adam Haywood, on behalf of Allen Nel, to rezone approximately 21 acres of land from Agricultural Residential 5-Acre (AR-5) to Single Family Residential 1-Acre (SR-1). The property is located at the southeast corner of N Road 1 East and Red Cinder Road, Chino Valley, Arizona.
## II. TOWN OF CHINO VALLEY GENERAL PLAN

### Land Use Element:

<table>
<thead>
<tr>
<th>Land Use Designation:</th>
<th>Medium Density Residential (2 Acres or Less)</th>
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<tbody>
<tr>
<td>Issues:</td>
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### Public Services Element:

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<tr>
<th>Water Facility Plan: Source:</th>
<th>The applicant intends for the subdivision lots to be on individual wells. 16” and 12” Existing Town of Chino Valley water main is located 1,350ft south from site.</th>
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<tbody>
<tr>
<td>Sewer Facility Plan: Treatment:</td>
<td>The applicant intends for the subdivision lots to be on individual septic systems. 12” Existing gravity main is located 1,350ft south from the site.</td>
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<td>Issues:</td>
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### Safety Element:

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<th>Flood Plain Designation:</th>
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<td>Issues:</td>
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### Transportation Element:

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<th>Road Classification: Rural Road without Trail</th>
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<tr>
<td>Issues:</td>
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### Parks and Rec Element:

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<tr>
<th>Closest Park: Memory Park – 1.12 Miles</th>
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<tbody>
<tr>
<td>Within 1 mile of the Peavine Trail? Yes</td>
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## NOTIFICATION

- **Legal Ad Published:** (05/09/23)
- **600’ Vicinity Mailing:** (04/17/23)
- **20 Commenting/Reviewing Agencies noticed:** (04/11/23)
- **Neighborhood Meeting:** (04/26/23)
- **Hearing Dates:** (06/06/23)
- **Comments Due:** (05/01/23)

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<th>External List (Comments)</th>
<th>Response Received</th>
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<td>Samantha Alvarez – APS</td>
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<tr>
<td>Richard Perez - A.D.O.T.</td>
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<td>Keith Eaton - CAFMA</td>
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<td>Suzanne Ehrlich – YC ENV</td>
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<td>Monica Kriner – YC Health</td>
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<td>SparkLight Cable</td>
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<td>LUMEN (Previously Centurylink)</td>
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<td>Unisource Gas</td>
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<td>United States Postal Service</td>
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<td>Mark Holmes – Water Advisor</td>
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<td><strong>Town of Chino Valley Internal List (Conditions)</strong></td>
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<td>Written Conditions</td>
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<tr>
<td>---------------------------------------------------</td>
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<tr>
<td>Bethan Heng – Associate Planner (DS)</td>
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<tr>
<td>Will Dingee – Assistant Director (DS)</td>
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<td>Laurie Lineberry – DS Director</td>
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<td>Frank Marbury – PW Director</td>
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<td>Steve Sullivan – Assistant Engineer (PW)</td>
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<td>Dan Trout – CBO (DS)</td>
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<tr>
<td>Damon Stanley or Tracey Dashiell – Code Enforcement</td>
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<tr>
<td>Chuck Winn – Chief of Police (Police)</td>
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</tbody>
</table>
When recorded, return to:

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

ORDINANCE NO. 2023-933

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING A CHANGE OF ZONING AND AMENDMENT TO THE OFFICIAL ZONING MAP FOR APPROXIMATELY 21 ACRES OF REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF N ROAD 1 EAST AND RED CINDER ROAD, FROM AGRICULTURAL RESIDENTIAL 5-ACRE MINIMUM (AR-5) TO SINGLE FAMILY RESIDENTIAL 1-ACRE MINIMUM (SR-1).

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) desires to amend the Town of Chino Valley (the “Town”) Official Zoning Map for approximately 21 acres of real property (Yavapai County Assessor Parcel Nos. 306-18-009Q and 306-18-009R) located at the southeast corner of N Road 1 East and Red Cinder Road, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, both attached hereto and incorporated herein by reference, from Agricultural Residential 5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1) (the “Zoning Map Amendment”); and

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

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

WHEREAS, the Town’s Planning and Zoning Commission recommended approval of the Zoning Map Amendment; 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, the Town Council has considered the probable impact of this ordinance on the cost to construct housing for sale or rent;

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

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

Section 2. The Zoning Map Amendment is hereby approved, and the Official Zoning Map is hereby amended for property consisting of approximately 21 acres, as described in Exhibit 1 and shown on the Zoning Map in Exhibit 2, to rezone the property from Agricultural Residential
5-Acre Minimum (AR-5) to Single Family Residential 1-Acre Minimum (SR-1) to develop a subdivision of 16 to 17 1-acre lots, subject to the requirements of the Chino Valley Town Code, the UDO, and the following stipulations:

1. The property owner shall sign and notarize a Waiver of Claims form that the staff will record with the County Recorder against the property.

2. The owner shall deed-restrict development of the lots to site-built homes only.

3. The owner shall dedicate approximately 15’ of additional right-of-way, for a total of 40’ east of the west line of section 11 along North Road 1 East, per UDO § 5.3.2, Table 5-1 (Urban Arterial). The exact amount to be dedicated will be determined through a survey and subject to approval by the Town.

4. The owner shall improve the east half of North Road 1 East along the entire frontage of the property per the Town’s Urban and Rural Roadways Map (Urban Road with Multi-Use Path) as follows:
   a. 19’ minimum asphalt paved road section (centerline to lip of gutter).
   b. Concrete curb and gutter.
   c. 5’ concrete sidewalk.

5. The owner shall reconstruct the south half of Red Cinder Road that is adjacent to the property per UDO § 5.3.2, Table 5-1 (Rural Local Road), as follows:
   a. 12’ minimum asphalt road half-width.
   b. 5’ paved shoulder, thickened edge.
   c. Bar ditch.

6. The owner shall dedicate and improve internal streets (full-width) per UDO § 5.3.2, Table 5-1 (Rural Local Road), as follows:
   a. 50’ minimum right-of-way.
   b. 24’ asphalt road width.
   c. 5’ paved shoulder, thickened edge.
   d. Bar ditch.
   e. At street intersections, property line corners shall be rounded by circular arc having a minimum chamfer length of 35 feet for collector and arterial streets. This shall apply to existing adjacent streets and rights-of-way as well.
   f. Cul-de-sac streets shall terminate in a circular right-of-way 60 feet in radius with a minimum improved traffic turning circle 48 feet in radius.

7. The owner shall enter into discussions with the Town about the following:
   a. Possible connection to Town Water service.
   b. Alignment of Road 3 North for possible access to the project.

Section 3. Pursuant to ARIZ. REV. STAT. § 9-462.01(E), if the property is not developed with a subdivision of 16 to 17 1-acre lots within five years of the effective date of this ordinance,
the Town Council may take legislative action to revert the zoning of the property to the prior zoning classification, Agricultural Residential 5-Acre Minimum (AR-5).

Section 4. The Town Manager is authorized and directed, upon the effective date of this ordinance, to cause the Official Zoning Map to reflect the Zoning Map Amendment as applicable to the property, indicating the zoning is subject to compliance with the stipulations provided herein.

Section 5. If any provision of this ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions, and such holding shall not affect the validity of the remaining portions of this ordinance.

Section 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, Arizona, this 11th day of July 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify the above foregoing Ordinance No. 2023-933 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on July 11, 2023, and that quorum was present, and that the vote thereon was ___ ayes and ___ nays and abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk
PROPERTY DESCRIPTION
PARCEL 2

All that portion of Government Tract 53, located in Section 11, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows;

Commencing at the southwest corner of Government Tract 40 point also being an angle point on Government Tract 53 as recorded in Book 46 of Land Surveys, Page 15, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence, North 00°03'06" West, 25.00 feet along the east line of said Government Tract 53;

Thence, North 89°56'55" West, 997.12 feet to the POINT OF BEGINNING;

Thence, continuing North 89°56'55" West, 294.43 feet to a point on the east right-of-way of Road 1 East;

Thence, North 00°11'18" West, 739.96 feet along said right-of-way to a point on the south right-of-way of Red Cinder Road;

Thence, South 89°52'10" East, 294.43 feet along the said Red Cinder Road right-of-way;

Thence, South 00°11'18" East, 739.56 feet to the POINT OF BEGINNING.

Containing 5.00 acres, more or less.
PROPERTY DESCRIPTION
PARCEL 3

All that portion of Government Tract 53, located in Section 11, Township 16 North, Range 2 West, Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows;

Commencing at the southwest corner of Government Tract 40 point also being an angle point on Government Tract 53 as recorded in Book 46 of Land Surveys, Page 15, on file in the office of the Yavapai County Recorder, Yavapai County, Arizona;

Thence, North 00°03'06" West, 25.00 feet along the east line of said Government Tract 53 to the POINT OF BEGINNING;

Thence, North 89°56'55" West, 997.12 feet;

Thence, North 00°11'18" West, 739.56 feet to a point on the south right-of-way of Red Cinder Road;

Thence, South 89°52'10" East, 998.88 feet to a point on the east line of said Tract 53;

Thence, South 00°03'06" East, 738.18 feet to the POINT OF BEGINNING.

Containing 16.928 acres, more or less.
EXHIBIT 2
TO
ORDINANCE 2023-933

[Zoning Map]
Town Council Regular Meeting 2023

Meeting Date: 07/11/2023
Contact Person: Will Dingee, Senior Planner
Department: Development Services
Estimated length of staff presentation: 5 minutes

Physical location of item: Approximately 500 feet south of intersection of East Perkinsville Road and Salida Del Sol on west side

AGENDA ITEM TITLE:
*Item Added*
Public hearing, consideration and possible action regarding Resolution No. 2023-1232, intent to form a Maintenance Improvement District, and action regarding Resolution No. 2023-1233, ordering work for the Maintenance Improvement District located approximately 500 feet south of intersection of East Perkinsville Road and Salida Del Sol on the west side.

RECOMMENDED ACTION:
i) Hold public hearing
ii) Approve Resolution No. 2023-1232 and Resolution No. 2023-1233

Fiscal Impact

Attachments
Resolution 2023-1232 Intent to Form MID
Resolution 2023-1233 Ordering the Work for MID
Del Sol Petition with exhibits
RESOLUTION NO. 2023-1232

RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, ACCEPTING A PETITION, WAIVER, AND CONSENT TO FORMATION OF A MAINTENANCE IMPROVEMENT DISTRICT BY THE TOWN OF CHINO VALLEY; DECLARING THE INTENTION TO FORM A MAINTENANCE IMPROVEMENT DISTRICT; DESIGNATING SUCH DISTRICT AS “TOWN OF CHINO VALLEY MAINTENANCE IMPROVEMENT DISTRICT NO. MID-2022-001”; PROVIDING FOR THE ANNUAL LEVY OF TAXES OR AN ANNUAL ASSESSMENT AGAINST THE LOTS WITHIN THE DISTRICT IN PROPORTION TO THE BENEFITS RECEIVED AND ORDERING THE RECORDING AND FILING OF THIS RESOLUTION.

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

Section 1. Acceptance and Findings. A Petition for the formation of the Town of Chino Valley Maintenance Improvement District No. MID-2022-001 to operate, maintain, repair, and improve Parkings, Parkways, Retention Basins, and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified, or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins, and Detention Basins has been filed with the Clerk and presented to the Mayor and Council at the meeting at which this Resolution was adopted. The Petition is accepted. The Petition purports to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders. After verification of such ownership, the Mayor and Council find that the Petition was signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders.

Section 2. Definitions. In this Resolution, the following terms shall have the following meanings:

“Town” shall mean the Town of Chino Valley, Arizona.

“Clerk” shall mean the Clerk of the Town of Chino Valley, Arizona, located at 202 N. State Route 89, Chino Valley, Arizona 86323.

“Detention Basin” shall mean a flood control structure that captures and diverts stormwater runoff and typically does not retain a permanent pool of water.

“District” shall mean the Town of Chino Valley Maintenance Improvement District No. MID-2022-001, encompassing the property described in Exhibits A, B, and C attached hereto.

“Mayor and Council” shall mean the Mayor and Council of the Town.
“Landscaping” shall mean trees, plants, grass, ornamental structures, lighting structures, and facilities for watering or otherwise maintaining such landscaping that are now in place or hereafter constructed or acquired for beautification of streets within or adjacent to the District.

“Parking” shall mean the landscaped public area lying between a sidewalk and the adjacent street.

“Parkway” shall mean a street with landscaped sides and/or a landscaped center median and shall also include ornamentation that enhances the beauty of a street.

“Petition” shall mean the petition, waiver, and consent to formation of a municipal parkway maintenance improvement district by the Town on file in the Clerk’s office.

“Public Property” shall mean any lot or parcel belonging to the United States, the state of Arizona (the “State”), any county, city, town, school district, or any political subdivision or institution of the State or county that is physically located within the District, including, without limitation any public street, avenue, alley, or public easement located within the District hereinafter dedicated to public use.

“Retention Basin” shall mean a stormwater control structure that captures and retains stormwater runoff and typically retains a permanent pool of water.

“Work” shall mean the operation, maintenance, repair, and improvement of Parkings, Parkways, Retention Basins, and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified, or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins, and Detention Basins.

Section 3. Declaration of Intention to Order Formation of the District. The public interest and convenience require, and it is the intention of the Mayor and Council to order the Work through formation of the District pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The District’s sole purpose shall be for the operation, maintenance, repair, and improvement of Parkings, Parkways, Retention Basins, and Detention Basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified, or enlarged, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins, and Detention Basins. For purposes of this Resolution and of all resolutions, ordinances, and notices pertaining hereto, the District shall be known as, and is hereby designated, “Town of Chino Valley Maintenance Improvement District No. MID-2022-001.”

Section 4. Omission of Public Property from District. Any Public Property or property owned by a homeowners’ association that is included within the District shall be omitted from all assessments or taxes hereafter to be made with respect to the District. Additionally, any public streets, avenues, alleys, or public easements hereafter dedicated to public use shall become exempt after such dedication.

Section 5. Statutory Authority. All proceedings pertaining to the District shall be done under and as authorized by Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and all
amendments thereto including, without limitation, Section 48-574.

Section 6. Protests and Objections to Extent of District. In the Petition, the signer has made written consents and waivers pertaining to the ordering of the Work and to the formation of the District and has specifically waived all protests against formation of, and objections to, the extent of the District. Town staff has verified that all non-public real property owners within the District exclusive of mortgagees and other lienholders have signed the Petition, and the Mayor and Council find as a fact that all such property owners within the District have signed such Petition. Therefore, no publication or posting of any notice pertaining to formation of the District will be made.

Section 7. Engineer’s Estimate. The District’s sole purpose will be for the operation, maintenance, repair and improvement of Parkings, Parkways, Retention Basins and Detention Basins within, adjacent to, or that serve the District, and public Landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such Parkings, Parkways, Retention Basins and Detention Basins. No engineer’s estimate, plans, or specifications have been filed with the Clerk. In the Petition, the signer specifically waived the filing of an engineer’s estimate, plans, or specifications.

Section 8. Recordation. A certified copy of this Resolution shall be recorded in the office of the Yavapai County Recorder within ten (10) days of its adoption to give notice of formation of the District, as required by A.R.S. § 48-574(M).

Section 9. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial assessments are to be levied, or the resolution ordering the Work is not filed with both the Arizona Department of Revenue and the Yavapai County Assessor prior to such November 1, the Mayor and Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Arizona Department of Revenue extend the deadline prescribed by A.R.S. § 42-17257(A) to December 20, 2023.

(SIGNATURES ON FOLLOWING PAGE)
PASSED AND ADOPTED by the Mayor and Council of the Town of Chino Valley, Arizona, on, July 11, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

Attachments
Exhibit A: Legal Description
Exhibit B: Assessor’s Parcel Number and Owner’s Name
Exhibit C: Boundary Map

CERTIFICATION

I hereby certify the above foregoing Resolution No. 2023-1232 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 11, 2023, and that quorum was present thereat and that the vote thereon was _____ ayes and _____ nays and _____ abstentions. _____ Council members were absent or excused.

DATED: July 11, 2023.

Erin N. Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1232

[Legal Description]

See following pages.
"Maintenance District Number One"

Property Description

All of the land described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094, on file in the office of the Yavapai County Recorder, located in Section 14, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner Parcel 3, as described in the Warranty Deed recorded in Instrument Number 2021-0033094, records of Yavapai County, a found ½" rebar with cap, LS 16565;

Thence, North 89°54'38" West along the South line of said Parcel 3 (basis of Bearings for this description), a distance of 1,125.08 feet to a found ½" rebar with cap, LS 37930;

Thence, North 00°00'12" West along the West line of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.23 feet to a found ¼" rebar with cap, LS 50228;

Thence, South 89°54'31" East, a distance of 311.02 feet to a set ½" rebar with cap, LS 67575;

Thence, South 00°04'53" East along the West line of that Certain Property defined by the Corrective Deed recorded in Instrument Number 2019-0054056, a distance of 292.15 feet to the Southwest corner thereof, a set ½" rebar with cap, LS 67585;

Thence, South 89°59'58" East along the South line of the afore mentioned Certain Property, and along the South line of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, distance of 374.71 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 00°03'38" East, a distance of 112.29 feet to the Northeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 89°57'36" West, a distance of 194.51 feet to the Northwest corner thereof, a found ½" rebar with tag, LS 12005;
Thence, North 00°03'29" West, a distance of 49.39 feet to the Southwest corner of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a found ½" rebar with tag, LS 12005;

Thence, North 89°53'41" East along the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.61 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, North 00°01'30" East along the East line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151 a distance of 112.28 feet to the Northeast corner thereof, a found nail with tag, LS 12005;

Thence, North 89°52'43" West along the North line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.69 feet to the Northwest corner thereof; a found nail with tag, LS 37930;

Thence, North 00°01'04" West, a distance of 17.00 feet to a set ½" rebar with cap LS 67585, located on the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2021-0092222,

Thence, continuing on said South line, South 89°54'31" East, a distance of 634.04 feet to a set ½" rebar with cap, LS 67585;

Thence, South 00°01'09" West along the East lines of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.19 feet to the POINT OF BEGINNING.

Containing 1,683,004 square feet or 38.636 acres, more or less.

Job No: 22-140  21-391
August 9, 2022

REGISTERED LAND SURVEYOR

67585
ADAM M. HAYWOOD
DATE ISSUED 9-9-2022
ARIZONA U.S.A.
EXHIBIT B
TO
RESOLUTION NO. 2023-1232

[Assessor’s Parcel Number and Owner’s Name]

See following page.
## Parcels as of September 8, 2022

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## Parcels as of July 11, 2023

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EXHIBIT C
TO
RESOLUTION NO. 2023-1232

[Boundary Map]

See following pages.
Del Sol North

BY RIGHT HOMES LLC.

LOCATED IN THE NORTH QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT RIGHT HOMES LLC, as the sole owners of the land described herein, currently holds a deed of trust sec 14, twn 16, range 2, section of the Gila and Salt River Base and Meridian, and hereby convey unto the parties of the second part, for valuable consideration, all that certain tract of land described as follows:

1. A tract of land in the town of Gilbert, Maricopa County, Arizona, containing 12.924 acres, more or less, described as follows:

   - The north boundary of the tract is described by the center line of the road that runs along the east side of the tract.
   - The south boundary of the tract is described by the center line of the road that runs along the west side of the tract.
   - The east boundary of the tract is described by the center line of the road that runs along the north side of the tract.
   - The west boundary of the tract is described by the center line of the road that runs along the south side of the tract.

2. The tract is bounded on the north by the road that runs along the east side of the tract, and on the south by the road that runs along the west side of the tract.

3. The tract is subject to all easements, rights-of-way, and public utility rights-of-way.

4. The tract is subject to all federal, state, and local laws affecting the use and development of the land.

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICopa

ON THIS 19TH DAY OF January, 2023, before me, the undersigned Notary Public in and for the county of Maricopa, in the state of Arizona, personally appeared the above described Parties of the second part, who acknowledged to me that the foregoing instrument was subscribed and sworn to or certified by them in their capacities as parties thereto.

By:

[Signature]
Notary Public

OFFER OF DEDICATION

ALL CONSTRUCTION IS SUBJECT TO THE CONDITIONS STATED IN THE RECORD OF DEDICATION.

GENERAL CONSTRUCTION NOTES

ALL CONSTRUCTION IS SUBJECT TO THE CONDITIONS STATED IN THE RECORD OF DEDICATION.

ROAD IMPROVEMENTS

All road improvements shall be constructed in accordance with the standards set forth in the deed of trust.

COMPLIANCE

All publicly visible improvements shall conform to the standards set forth in the deed of trust.

WATER NOTE

The water supply shall be in accordance with the standards set forth in the deed of trust.

SURVEYOR CERTIFICATION

I, AADAM HAYWOOD, DO HEREBY CERTIFY THAT I AM A LAND SURVEYOR IN THE STATE OF ARIZONA AND THAT THIS PLAT REPRESENTS A SURVEY OF THE LAND described herein. I have personally staked the corners of the land described and verified the correctness of the boundaries.

[Signature]
Surveyor

[Stamp]

WHEREAS, on July 11, 2023, the Mayor and Town Council of the Town of Chino Valley, Arizona (the “Town”) passed and adopted Resolution No. 2023-1232 (the “Resolution of Intention”), which Resolution of Intention declared the Mayor and Town Council’s intention to form the Town of Chino Valley Maintenance Improvement District No. MID-2022-001 (the “District”), solely for the purpose of operation, maintenance, repair, and improvement of parkings, parkways, retention basins, and detention basins within, adjacent to, or that serve the District, as it now exists or is hereafter dedicated, constructed, modified, or enlarged, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins, and detention basins (collectively, the “Work”); and

WHEREAS, a legal description, Assessor’s parcel number, and a map of the proposed District boundaries are attached hereto as Exhibits A, B, and C and incorporated by reference herein; and

WHEREAS, prior to adoption of the Resolution of Intention, a petition (the “Petition”) for the formation of the District was presented to this Mayor and Town Council, which Petition purported to be signed by all of the non-public real property owners in the proposed District, exclusive of mortgagees and other lienholders; and

WHEREAS, the Mayor and Town Council accepted the Petition and found that the Petition was signed by all such owners and have verified such finding of such fact; and

WHEREAS, in the Petition, the signer waived all protests against the proposed Work, all objections to the extent of the District, and all publication, posting, and mailing of the Resolution of Intention and this Resolution; and

WHEREAS, pursuant to A.R.S. §§ 48-574 and -579, the Mayor and Town Council hereby find and determine that they have jurisdiction to order the Work of operation, maintenance, repair, and improvement of parkings, parkways, retention basins, and detention basins and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins, and detention basins that are or hereafter will be within or adjacent to the District as it is described in the Resolution of Intention or is hereafter modified or enlarged, and by this Resolution order the formation of the District described in the Resolution of Intention.
NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Town of Chino Valley, Arizona, as follows:

Section 1. Ordering the Work and District Formation. All protests against the Work or the formation of the District and all objections to the extent of the District being waived by the owners of all non-public real property within the District, exclusive of mortgagees and lienholders, the Work as described in the Resolution of Intention is hereby ordered and the formation of Town of Chino Valley Maintenance Improvement District No. MID-2022-001 is hereby ordered. The legal description, Assessor’s parcel number, and boundary map of the District are set forth in Exhibits A, B, and C.

Section 2. Excluded Property. No publicly owned land or property owned by a homeowners’ association will be liable to pay any portion of the District’s costs and expenses. This exclusion shall apply to all public streets, avenues, alleys, or public easements within the District that may hereafter be dedicated to public use.

Section 3. Annual Tax or Annual Assessment. Subject to the restrictions of Section 2 of this Resolution, the Town shall annually, commencing in tax year 2024 and for the Town’s 2024-2025 fiscal year, make annual statements and estimates of the expenses of the District, if any, and shall submit the same to the Board of Supervisors of Yavapai County for the levy and collection of ad valorem taxes upon the assessed value of all taxable property, real and personal, in the District or by equal apportionment of taxes based on the number and classification of properties within the District, and shall publish notice of the statements and estimates, hold hearings on them and adopt them at the times and in the manner provided for an incorporated Town’s statements and estimates by applicable portions of Title 42, Chapter 17, Article 3, Arizona Revised Statutes, and shall annually set, fix, and cause to be levied and assessed the amount to be raised by ad valorem taxes upon all of the taxable property of the District and shall cause to be collected, as county taxes are collected, the amounts shown by the statements and estimates so adopted by the Mayor and Town Council. As provided in A.R.S. § 48-574, all statutes providing for the levy and collection of general county taxes, including collection of delinquent taxes and sale of property for nonpayment of taxes, are applicable to the District taxes as provided to be levied by this section.

Section 4. Recording and Filing. The Town Clerk is ordered and directed to cause a certified copy of this Resolution to be recorded in the office of the Yavapai County Recorder within ten (10) days of the adoption of this Resolution. The Town Clerk is further ordered and directed to file certified copies of this Resolution with the Arizona Department of Revenue (the “Department”) and the Maricopa County Assessor, as required by A.R.S. § 42-17257, together with all other information prescribed by the Director of the Department relating to the boundaries of newly created taxing jurisdictions.

Section 5. Extension for Filing. If either the formation of the District occurs after November 1 of the year preceding the year in which initial assessments are to be levied, or this Resolution is not filed with both the Department and the Yavapai County Assessor prior to such November 1, the Mayor and Town Council hereby request, subject to the November 30 deadline for such request as provided in A.R.S. § 42-17257(B), that the Director of the Department extend the deadline prescribed by A.R.S. § 42-17257 to December 20, 2023.

(SIGNATURES ON FOLLOWING PAGE)
PASSED AND ADOPTED by the Mayor and Council of the Town of Chino Valley, Arizona, on July 11, 2023.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

Attachments
Exhibit A: Legal Description
Exhibit B: Assessor’s Parcel Number and Owner’s Name
Exhibit C: Boundary Map

CERTIFICATION

I hereby certify the above foregoing Resolution No. 2023-123 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on July 11, 2023, and that quorum was present thereat and that the vote thereon was ___ ayes and ___ nays and ___ abstentions. ___ Council members were absent or excused.

DATED: July 11, 2023.

Erin Deskins, Town Clerk
EXHIBIT A
TO
RESOLUTION NO. 2023-1233

[Legal Description]

See following pages.
"Maintenance District Number One"
Property Description

All of the land described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094, on file in the office of the Yavapai County Recorder, located in Section 14, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner Parcel 3, as described in the Warranty Deed recorded in Instrument Number 2021-0033094, records of Yavapai County, a found ½" rebar with cap, LS 16565;

Thence, North 89°54’38" West along the South line of said Parcel 3 (basis of Bearings for this description), a distance of 1,125.08 feet to a found ½" rebar with cap, LS 37930;

Thence, North 00°00’12" West along the West line of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.23 feet to a found ½" rebar with cap, LS 50228;

Thence, South 89°54’31" East, a distance of 311.02 feet to a set ½" rebar with cap, LS 67575;

Thence, South 00°04’53" East along the West line of that Certain Property defined by the Corrective Deed recorded in Instrument Number 2019-0054055, a distance of 292.15 feet to the Southwest corner thereof, a set ½" rebar with cap, LS 67585;

Thence, South 89°59’58" East along the South line of the afore mentioned Certain Property, and along the South line of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, distance of 374.71 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 00°03’38" East, a distance of 112.29 feet to the Northeast corner thereof. a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 89°57’36" West, a distance of 194.51 feet to the Northwest corner thereof, a found ½" rebar with tag, LS 12005;
Thence, North 00°03'29" West, a distance of 49.39 feet to the Southwest corner of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a found ½" rebar with tag, LS 12005;

Thence, North 89°53'41" East along the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.61 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, North 00°01'30" East along the East line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151 a distance of 112.28 feet to the Northeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, North 89°52'43" West along the North line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.69 feet to the Northwest corner thereof; a found nail with tag, LS 37930;

Thence, North 00°01'04" West, a distance of 17.00 feet to a set ½" rebar with cap LS 67585, located on the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2021-0092222,

Thence, continuing on said South line, South 89°54'31" East, a distance of 634.04 feet to a set ½" rebar with cap, LS 67585;

Thence, South 00°01'09" West along the East lines of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.19 feet to the POINT OF BEGINNING.

Containing 1,683,004 square feet or 38.636 acres, more or less.
EXHIBIT B
TO
RESOLUTION NO. 2023-1233

[Assessor’s Parcel Number and Owner’s Name]

See following page.
### Parcels as of September 8, 2022

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<td>Prescott</td>
<td>AZ</td>
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EXHIBIT C
TO
RESOLUTION NO. 2023-1233

[Boundary Map]

See following pages.
CASA DEL SOL

BY RIGHT HOMES LLC.

ZONING: SR-1
TOTAL AREA: 12.649 ACRES
TOTAL LOTS: 5
AVERAGE LOT SIZE: 1.979 AC
MAXIMUM LOT SIZE: 2.187 AC
MINIMUM LOT SIZE: 1.280 AC

FLOODPLAIN:
NOTICE TO THE SUBDIVISION OWNER: FOR GENERATION SPECIAL FLOOD HAZARD AREAS, IF THE PROJECT IS LOCATED WITHIN A FLOODPLAND HAZARD ZONE OF THE NATION, USE THE NATION'S ONLINE DATABASE TO DETERMINE THE FLOODPLAND RISK. CONTACT YOUR LOCAL BUILDING OFFICE FOR MORE INFORMATION.

ZONING:
A RATING IS REQUIRED AS A PERMIT CONDITION.

UTILITY NOTE:
No utility service is available in the vicinity of the property. It is the responsibility of the developer to arrange for service before construction begins.

LEGAL DESCRIPTION:
All the severals that are marked described by Section 15, Township 16 North, Range 2 West, according to the U.S. Surveys of the Town of Cottonwood as surveyed by the Western States Survey System, as shown on the map titled "Cottonwood Town, City of Cottonwood, Maricopa County, Arizona, Survey 2001-06-06," recorded in the Public Records of Maricopa County, Arizona, as Document No. 2001-06-06.

ACKNOWLEDGEMENT:
STATE OF ARIZONA
COUNTY OF MARICOPA

RECEIVED this day of 2023, before me, the undersigned Official Recorder, personally appeared the person(s) whose name(s) appears(are) below, made oath(s) according to law, and acknowledged or acknowledged the instrument(s) subscribed to by him/her/them, and thereunto subscribed their name(s) as required by law. This instrument was received this day of 2023.

GENERAL CONSTRUCTION NOTES:
All construction and development of this property is subject to the applicable zoning, building, health, and planning regulations of the City of Cottonwood, as well as the provisions of this development agreement.

ROAD IMPROVEMENT NOTES:
Residential lots are to be created according to the standards established by the City of Cottonwood. The developer is responsible for the design and construction of all public improvements, including streets, utilities, and drainage systems, as required by the City.

SURVEYOR CERTIFICATION:
We, the undersigned surveyors, do hereby certify that the map entitled "Casa del Sol," filed in the Public Records of Maricopa County, Arizona, is a true and correct representation of the land described in the plat of the same name, and that the plat conforms to the survey and description made hereinafter.

VICTIM MAP:

36 x 44
PETITION, WAIVER AND CONSENT TO FORMATION OF A MAINTENANCE IMPROVEMENT DISTRICT BY THE TOWN OF CHINO VALLEY

Del Sol
MID-2022-001

To: Honorable Mayor and Councilmembers
Town of Chino Valley, Arizona

Pursuant to Arizona Revised Statutes (“A.R.S.”) Title 48, Chapter 4, Article 2 (the “Improvement District Law”), the undersigned property owner (the “Petitioner”), respectfully petitions the Mayor and Town Council (the “Town Council”) of the Town of Chino Valley, Arizona (the “Town”), to order the formation of a residential municipal maintenance improvement district under the Improvement District Law. In support of this Petition, Waiver and Consent to Formation of a Maintenance Improvement District by the Town of Chino Valley (this “Petition”), the Petitioner agrees to waive certain rights under the Improvement District Law and hereby consents to the formation of a residential municipal maintenance improvement district encompassing the real property described on Exhibit A and Exhibit B, and depicted on Exhibit C (the “Property”), each attached hereto and incorporated by reference herein.

1. Name of District. The Petitioner hereby requests the proposed district to be named the “Town of Chino Valley Maintenance Improvement District No. MID-2022-001” (the “District”).

2. Area of District. The Property comprising the proposed District is described by a legal description set forth in Exhibit A attached hereto, Assessor’s parcel number(s) set forth in Exhibit B attached hereto, and plat maps of the area, as set forth in Exhibit C attached hereto. The proposed District consists of an aggregate of 38.64 acres, which are entirely within the corporate boundaries of the Town. The Petitioner respectfully requests that the Property be included within the District. The Assessor’s parcel numbers set forth in Exhibit B are for convenience only. Should either the legal description set forth in Exhibit A or the Assessor’s parcel numbers set forth in Exhibit B conflict with the final, approved plats (which shall substantially conform to Exhibit C), the final plats attached, as Exhibit C pursuant to Section 7.2 below, shall govern.
3. **Ownership.** The Petitioner is the sole owner of all non-public real property within the proposed District.

4. **Purpose.** The District is proposed to be formed for the purpose of providing for operation, maintenance, repair and improvement of parkings, parkways, retention basins and detention basins within, adjacent to, or that serve the District, and public landscaping, street lights, all headwalls, pumps, piping, canals, washes, ditches, storm drain inlets, scuppers, dry wells, and other adjuncts and appliances related to such parkings, parkways, retention basins and detention basins. To enhance such purposes the Petitioner grants to the Town the public use of all such parkings, parkways, retention basins and detention basins and access thereto across the Petitioner’s property to carry out all District purposes.

5. **Public Convenience and Necessity.** Public convenience, necessity and welfare will be promoted by the formation of the District, the inclusion of the Property within the District, and the levying of an annual ad valorem tax or annual special assessment upon all of the non-public real property within the District.

6. **Fees and Reimbursement.** The Petitioner has paid all applicable application fees for the formation of the District and further agrees to reimburse the Town, prior to recordation of the final plats relating to the Property, $2,500 as partial reimbursement to the Town for its legal fees and costs incurred with respect to formation of the District.

7. **Formation Documents.**

   7.1 **Initial Document Requirements.** The Petitioner has previously submitted, or shall submit concurrently with submission of this fully-executed Petition, the following documents to the Town:

   (a) Street landscaping layout plans;

   (b) Drainage plans;

   (c) A 24” x 36” copy of the District diagram showing each lot or parcel; and

   (d) Two recordable 8-1/2” x 11” copies of a metes and bounds legal description of the District boundary, accompanied by a list of Assessor’s parcel number(s) within the proposed District and a map showing the District boundary (with back-up material showing that the boundary closes, as necessary).

   7.2 **Additional Formation Documents.** The Petitioner understands and acknowledges that the draft plats attached hereto as Exhibit C will, subsequent to submission of this Petition, be considered for approval by the Town Council. If approved, the final recorded plats shall be substituted for the drafts of the same and attached to this document.
8. **Expansion of or Annexation to the District.** The Petitioner waives any objection to, or protest against, any future enlargement or enlargements of the District and also waives all notices of such enlargement or enlargements, whether required to be published, posted, or mailed with respect to the later enlargement of the District’s boundaries. The Petitioner further waives any objection to, or protest against, the consolidation of the District with any other similar district or districts.

9. **Waiver and Consent.** The Petitioner, with full knowledge of its rights being waived hereunder, hereby expressly waives:

   (a) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the resolution of intention and the resolution ordering the work relating to the formation of the District;

   (b) The right to challenge or object to any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings that result in the adoption of any and all future resolutions of intention, resolutions ordering work, resolutions enlarging the District, and notices pertaining thereto;

   (c) Any necessity for publication, posting, mailing or recording of the resolution of intention and the notice of proposed improvements pursuant to A.R.S. § 48-578;

   (d) All protest rights whatsoever under A.R.S. § 48-579(A) and (B), which provide for protests against the work;

   (e) All objections to the extent of the District under A.R.S. § 48-579(C);

   (f) All objections to the lack of plans and specifications, the engineer’s estimate and an assessment diagram, all which are unnecessary for completion of the District’s formation or purpose;

   (g) Any necessity for any notice or hearing with respect to land owned by the Petitioner now within the proposed boundaries of the District; and

   (h) Any rights to request permits for any construction or improvements within the District following recordation of final plats attached hereto pursuant to Section 7.2 above, unless and until the Town Council has approved a resolution of intention and a resolution ordering the work relating to formation of the District.
10. **Expenses.** The Petitioner hereby petitions the Town Council to provide for the expenses of the District by assessment of the total sum upon the several lots, each respectively in proportion to the benefits to be received by each lot within the District, pursuant to A.R.S. § 48-574(D). The Petitioner further requests that no publicly-owned land shall be liable to pay any expenses of the District. The Petitioner hereby agrees that each non-public parcel within the property proposed to be included in the District receives the same benefits as each other non-public parcel proposed to be included in the District.

11. **Waiver of Petition.** This Petition shall be deemed to be a petition of more than one-half (1/2) of the taxable property units and more than one-half (1/2) of the assessed valuation within the District and as such shall also be deemed to be a waiver of any and all requirements to file a petition under A.R.S. § 48-576, as amended.

12. **Public Benefit.** The operation, maintenance, repair and improvements of parkings, parkways, retention basins and detention basins within, adjacent to, or serving the District is of more than local or ordinary public benefit and the costs and expense thereof should be charged against the property within the District, all of which will benefit thereby.

13. **Successors and Assigns.** To the extent permitted by law, this Petition shall be binding on all successors or assigns of the Petitioner who hereafter own or have an interest in the Property.

14. **Authority to Sign Petition.** The individual signing this Petition represents and warrants to the Town that he/she is duly authorized to (i) sign the Petition to form or enlarge the District, as applicable; (ii) bind the Petitioner to the matters set forth in this Petition; and (iii) agree to hold the Town harmless for, from and against any claims in connection with the formation or enlargement of the District.

15. **Recordation.** This Petition may be recorded in the office of the Yavapai County Recorder and in the office of the Superintendent of Streets of the Town.

The Petitioner hereby requests the Town Council of the Town to adopt a resolution of intention to order the proposed improvements and to proceed with the improvements requested herein.

**IN WITNESS WHEREOF,** the undersigned representative of the Petitioner has executed this Petition as of the date shown below.

[Signatures on following page]
PETITIONER

Right Homes, LLC, an Arizona Limited Liability Company

By: 

Name: Jay Bates 

Title: Agent 

Date: 9-8-22

STATE OF ARIZONA ) 
) ss.
County of Yavapai 

VERIFICATION

Jay Bates, after being first duly sworn upon his/her oath, deposes and states:

That I am the Agent of the above-named Petitioner; I have been duly authorized to sign this Petition and make this Verification in that capacity; that I have read the foregoing Petition, and I know the contents thereof to be true.

SUBSCRIBED AND SWORN TO by Jay Bates before me, the undersigned notary public, this 8 day of Sept, 2022.

HILARY A. PARKER 
Notary Public

(Seal and Expiration Date)
RECEIPT this 16th day of July, 2022, of the foregoing Petition is hereby acknowledged by the Town Clerk of the Town of Chino Valley, Arizona, who will deliver said Petition to the Town Council for action.

Erin Deskins, Town Clerk
EXHIBIT A

LEGAL DESCRIPTION FOR

TOWN OF CHINO VALLEY MAINTENANCE IMPROVEMENT DISTRICT
MID 2022-001 – JAY BATES

(See Following Pages)
"Maintenance District Number One"
Property Description

All of the land described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094, on file in the office of the Yavapai County Recorder, located in Section 14, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

BEGINNING at the Southeast corner Parcel 3, as described in the Warranty Deed recorded in Instrument Number 2021-0033094, records of Yavapai County, a found ½" rebar with cap, LS 16565;

Thence, North 89°54'38" West along the South line of said Parcel 3 (basis of Bearings for this description), a distance of 1,125.08 feet to a found ½" rebar with cap, LS 37930;

Thence, North 00°00'12" West along the West line of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.23 feet to a found ½" rebar with cap, LS 50228;

Thence, South 89°54'31" East, a distance of 311.02 feet to a set ½" rebar with cap, LS 67575;

Thence, South 00°04'53" East along the West line of that Certain Property defined by the Corrective Deed recorded in Instrument Number 2019-0054056, a distance of 292.15 feet to the Southwest corner thereof, a set ½" rebar with cap, LS 67585;

Thence, South 89°59'58" East along the South line of the afore mentioned Certain Property, and along the South line of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, distance of 374.71 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 00°03'38" East, a distance of 112.29 feet to the Northeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, continuing along the boundary of the parcel described in the Warranty Deed recorded in Book 4484 of Official Records, Page 966, North 89°57'36" West, a distance of 194.51 feet to the Northwest corner thereof, a found ½" rebar with tag, LS 12005;
Thence, North 00°03'29" West, a distance of 49.39 feet to the Southwest corner of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a found ½" rebar with tag, LS 12005;

Thence, North 89°53'41" East along the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.61 feet to the Southeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, North 00°01'30" East along the East line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151 a distance of 112.28 feet to the Northeast corner thereof, a found ½" rebar with tag, LS 12005;

Thence, North 89°52'43" West along the North line of the parcel described in the Warranty Deed recorded in Instrument Number 2019-0013151, a distance of 194.69 feet to the Northwest corner thereof; a found nail with tag, LS 37930;

Thence, North 00°01'04" West, a distance of 17.00 feet to a set ½" rebar with cap LS 67585, located on the South line of the parcel described in the Warranty Deed recorded in Instrument Number 2021-0092222,

Thence, continuing on said South line, South 89°54'31" East, a distance of 634.04 feet to a set ½" rebar with cap, LS 67585;

Thence, South 00°01'09" West along the East lines of the properties described in the Warranty Deeds recorded in Instrument Numbers 2022-0002329 and 2021-0033094 a distance of 1,581.19 feet to the POINT OF BEGINNING.

Containing 1,683,004 square feet or 38.636 acres, more or less.

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August 9, 2022
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EXHIBIT C

MAP OF THE AREA FOR

TOWN OF CHINO VALLEY MAINTENANCE IMPROVEMENT DISTRICT
MID 2022-001 – JAY BATES

(See Following Pages)
CASAT DEL SOL

BY RIGHT HOMES LLC.

LOCATED IN THE NW QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST
OF THE GILA AND SALT RIVER BASE AND MERIDIAN

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:

THAT RIGHT HOMES LLC, AS THE TRUE OwnerS OF THE LAND SHOWN HEREIN, FURTHERmore know that the dedication of a street for public use was accomplished by the creation of the corner of the property to be named CASA DEL SOL. The dedication of the street is hereby made and the corner of the property to be named CASA DEL SOL shall be publicly maintained. The dedication of the street is hereby made and the corner of the property to be named CASA DEL SOL shall be publicly maintained.

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF YAVAPA
I, ANTHONY L. MUMACO, being personally known to me, DECLARE UNDER OATH THAT: I am the Secretary of the City of Prescott, Arizona, and that the foregoing is a true and correct copy of an instrument executed by me.

UTILITY NOTE

The Secretary of the City of Prescott hereby reserves the right to alter or modify the specifications, plans and specifications of the utility services provided by the City of Prescott, and shall have the sole and exclusive power to do so.

LEGAL DESCRIPTION

All of that certain parcel of land, more particularly described as follows, to wit:

BEGINNING at the northeast corner of the Tax Grid 64-1-3, as shown on the Recension of Plat, known as the "Site of Casa Del Sol," and thence north one hundred and twenty (120) feet along the east line of said site.

TOWN CERTIFICATION

Date: 12-3-23

OFFER OF DEDICATION

Date: 3-7-23

GENERAL CONSTRUCTION NOTES

ALL CONSTRUCTION AND OPERATIONAL ACTIVITIES ARE SUBJECT TO COMPLIANCE WITH THE COUNTY, CITY, AND OTHER APPLICABLE LAWS AND REGULATIONS. THE PERMITS ISSUED FOR CONSTRUCTION WITHIN THE CITY OF PRESCOTT ARE SUBJECT TO THE EXPERT REVIEW AND APPROVAL OF THE CITY OF PRESCOTT. ALL WORK MUST BE PERFORMED IN ACCORDANCE WITH THE COUNTY, CITY AND OTHER APPLICABLE LAWS AND REGULATIONS.

ROAD IMPROVEMENT NOTES

RIGHTS OF way "TARPLEY" is hereby granted to the City of Prescott for access to the property. The City of Prescott shall have the right to use thePERSONAL PROPERTY for the purposes of installation, maintenance, and removal of public utilities. The City of Prescott shall have the right to use the personal property for the purposes of installation, maintenance, and removal of public utilities.

COMPLIANCE

This plat is in accordance with present subdivision regulations and codes of the City of Prescott and is subject to the approval of the City of Prescott.
Del Sol North

BY RIGHT HOMES LLC.

LOCATED IN THE NW QUARTER OF SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN

ZONING: SR-1
TOTAL AREA: 12.924 ACRES
TOTAL LOTS: 10
AVERAGE LOT SIZE: 1.231 AC
MAXIMUM LOT SIZE: 1.001 AC
MINIMUM LOT SIZE: 1 AC

FLOODPLAIN
LOCATION OF THE SURFACE FLOOD WITHIN A 100 YEAR DESIGN FLood RETURN PERIOD SHOWN ON THE BASE PLAT AND IN THE CORRECTS DESIGN FLood VALUES FOR THE AREA. MORE INFORMATION CAN BE OBTAINED AT THE MARICOPA COUNTY WEBSITE OR BY CONTACTING THE MARICOPA COUNTY LAND SURVEYOR'S OFFICE.

ZONING

UTILITY NOTE
ALL MELLY GRANT CONSTRUCTION TEXT GIVES WARNING TO ARIZONA PUBLIC UTILITIES AUTHORITY OR GREAT NORTHERN UTILITIES AUTHORITY TO SERVE THE LOT.

LEGAL DESCRIPTION
A PORTION OF TRACT D HEREBY LOCATED IN SECTION 14, TOWNSHIP 16 NORTH, RANGE 2 WEST, IN THE SECOND SECTION and Second Base, Arizona, Containing 12.924 Acres, MORE OR LESS, MORE OR LESS.

DEED TO NEIGHBORS
THE 관련 대여인의 인증을 통해 본인의 명의로 토지를 소유함을 알려드리며, 본인의 소유권이 보장된 점을 알려드립니다.

DEDICATION
KNOW ALL MEN BY THESE PRESENTS:

ACKNOWLEDGEMENT
STATE OF ARIZONA
COUNTY OF YAVAPAI

ON THIS 18TH DAY OF JANUARY, 2023, IN THE PRESENCE OF THE METHOD OF SELLER AND SELLER'S AGENT, THE PURCHASER HEREBY ACKNOWLEDGES THE CONSTRUCTION DOCUMENTS SUBMITTED IN CONJUNCTION WITH THIS PLAT.

OFFER OF DEDICATION
ALL CONSTRUCTION NEARLY COMPLETE AND SUBJECT TO COMPLIANCE WITH THE CITY OF CHINO VALLEY ORDINANCES AND STANDARDS AS OF JULY 2023. CONSTRUCTION DOCUMENTS SUBMITTED IN CONJUNCTION WITH THIS PLAT.

SURVEYOR CERTIFICATION
I, MELLY GRANT, certify that I am a registered land
surveyor in the state of Arizona, that this plat represents a survey
completed in accordance with the standards set forth in the
Arizona Revised Statutes and the Arizona Revised Administrative
Code.

WATER NOTE
CERTIFICATE OF CONFORMITY WATER SUPPLY HAS BEEN SUBMITTED THROUGH THE ARIZONA
DEPARTMENT OF WATER RESOURCES, CONFORMANCE TO THE CITY OF CHINO VALLEY.

COMPLIANCE
CERTIFICATE OF CONFORMITY WATER SUPPLY HAS BEEN SUBMITTED THROUGH THE ARIZONA
DEPARTMENT OF WATER RESOURCES, CONFORMANCE TO THE CITY OF CHINO VALLEY.
Dedication

Know all men by these presents:

The heirs, executors, administrators and assigns of the above-named parties, successors and assigns, and all other persons and entities that may hereafter interest themselves in the lands hereinafter described, do grant, grant and convey to the parties hereto

Acknowledgement

State of Arizona

County of Yavapai

On the 19th day of January, 2023, did personally appear John H. Blunt, Agent of Right Homes LLC, and acknowledgments of the several signatories, for the purpose of acknowledging the instrument of conveyance, and did sign, seal and deliver the same, in accordance with the requirements of law.

Town Certification

I, the undersigned, hereby request the issuance of a Town Certificate for the development of the subject property. This request is in accordance with the Town’s regulations and policies.

Offer of Dedication

This development is dedicated to the Town of Cotton Valley for public use and benefit. The development includes a street, sidewalk, and driveway.

Compliance

This development is in compliance with all applicable federal, state, and local regulations and codes.

Water Note

This development is served by the Cotton Valley Water System.

Surveyor Certification

I, Adam M. Hopkins, do hereby certify that I am a registered land surveyor in the State of Arizona, that this plat represents a survey based upon my personal knowledge and belief, and that I have personally inspected the property described herein and all other property used as a reference for the survey. I believe that the boundary lines shown on the plat are true and correct, and that all the conditions of the plat have been observed and complied with. I hereby certify that this plat is accurate and complete in all respects.

Vicinity Map

This map shows the vicinity of the property described in the plat.

LEGAL DESCRIPTION

A portion of the tract of land described in Section 14, Township 16 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, more particularly described as follows:

COUNTY RECORDER BLOCK

FLOODPLAIN

ZONING

UTILITY NOTE

Surveys, maps, and other documents submitted for examination with this plat shall be taken as true and correct.

VICTORY

SURVEYOR CERTIFICATION

The above plat is true and correct according to the survey of the lands shown hereby. I have surveyed and located the boundaries of the property shown hereby, and the plat is true and correct to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Town of Cotton Valley

Seal

John H. Blunt

Agent