
TOWN COUNCIL NOTICE & AGENDA



REGULAR MEETING TUESDAY, DECEMBER 10, 2024 6:00 PM

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

A majority of the Councilmembers may attend a private invocation in the Council Conference Room immediately prior to the Council meeting. No Town business will be discussed.

AGENDA

- 1. CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
- 2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Proclamation issued to Supervisor Craig Brown for his many years of service and dedication to the Town of Chino Valley and Yavapai County.
 - b. Recognition of elected officials for the following years of service:
 - Jack Miller -- 4 years as Mayor, 2 years as Vice-Mayor, 3 years as Councilmember for a total of 9 years of service.
 - Annie Perkins -- 1 year as Vice-Mayor, 7 years as Councilmember for a total of 8 years of service.
 - Tom Armstrong -- 1 year as Vice-Mayor and continuing service as an elected official.
 - c. Administer Oath of Office to Town Manager Terri Denemy.
 - d. Presentation and announcement on the Town of Chino Valley Parks Department becoming an Environmental Certified Facility by the Sports Field Managers Association (SFMA).
- 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 Terri Denemy regarding Town accomplishments, and current or upcoming projects.

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the October 22, 2024, study session and regular meeting minutes.
- b. Consideration and possible action to approve the November 12, 2024, regular meeting minutes.

6. ACTION ITEMS

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

- a. Consideration and possible action to approve Resolution No. 2024-1267 to authorize the application for a loan from the Water Infrastructure Finance Authority of Arizona for the design of the "Old Home Manor Water Production Facility."

Recommended Action: Approve Resolution No. 2024-1267 to authorize the application for a loan from the Water Infrastructure Finance Authority of Arizona for the design of the "Old Home Manor Water Production Facility."

- b. Consideration and possible action to adopt Resolution No. 2024-1277 authorizing the acquisition of approximately 22.91 acres of real property for use as a public asset and the related contingency transfer of \$60,298 for emergency stabilization.

Recommended Action: Adopt Resolution No. 2024-1277 authorizing the acquisition of approximately 22.91 acres of real property for use as a public asset and the related contingency transfer of \$60,298 for emergency stabilization.

- c. Consideration and possible action to accept the Annual Comprehensive Financial Report for

Fiscal Year ending June 30, 2024.

Recommended Action: Accept the Annual Comprehensive Audited Financial Report and the Annual Expenditure Limitation Report for fiscal year ending June 30, 2024, as prepared by Baker Tilly US, LLP, Certified Public Accountants.

- d. Administer Oaths of Office to Mayor-Elect Tom Armstrong and Councilmembers-Elect Eric Granillo, Larry Holt, and Robert Switzer.
- e. Consideration and possible action to nominate and elect a Councilmember to serve as Vice-Mayor.
- f. Consideration and possible action to approve the Groundwater Extinguishment Credit Purchase Agreement with Alice E. Schofield, for 242.88 acre-feet of Extinguishment Credits in the amount of \$58,291.20.

Recommended Action: Approve the Groundwater Extinguishment Credit Purchase Agreement with Alice E. Schofield, for 242.88 acre-feet of Extinguishment Credits in the amount of \$58,291.20.

- g. Consideration and possible action to adopt Resolution No. 2024-1276 disbanding and dissolving the Economic Development Subcommittee.

Recommended Action: Adopt Resolution No. 2024-1276 disbanding and dissolving the Economic Development Subcommittee.

- h. Consideration and possible action to adopt the 2025 Base Council Meeting Schedule.

Recommended Action: Approve the 2025 Base Council Meeting Schedule.

7. ADJOURNMENT

Dated this 3rd day of December, 2024.

By: *Erin N. Deskins, Town Clerk*

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

Council meetings are live-streamed on Town of Chino Valley Facebook page.

CERTIFICATION OF POSTING

The undersigned hereby certifies that a copy of this notice was duly posted at Chino Valley South Campus, Chino Valley Post Office, and Chino Valley North Campus in accordance with the statement filed by the Town Council with the Town Clerk.

Date: _____

Time: _____

By: _____

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2a
MEETING DATE: 12/10/2024
CONTACT PERSON: Jack Miller, Mayor
ITEM TYPE: Proclamation

AGENDA ITEM TITLE:

Presentation issued to Supervisor Craig Brown for his many years of service and dedication to the Town of Chino Valley and Yavapai County.

ATTACHMENTS:

1.	Craig Brown Proclamation
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PROCLAMATION

Honoring County Supervisor Craig Brown for his Years of Service

Whereas, we express our appreciation to Yavapai County Supervisor Craig Brown and honor him for his distinguished and dedicated service that spans over a decade; and

Whereas, since taking office in 2013 Supervisor Brown, in acknowledgement of his exemplary leadership, has served as the Chairman of Yavapai County Board of Supervisors in 2015, 2020, 2021 and now in 2024; and

Whereas, since January 2023, Supervisor Brown has served as the Chairman for Central Yavapai Metropolitan Planning Organization (CYMPO) advocating for the transportation and safety needs of the Town of Chino Valley and Yavapai County; and

Whereas, a brief list of Supervisor Brown's many accomplishments benefiting Chino Valley and rural Yavapai County's interests while in office include:

- Keeping taxes low with a balanced budget
- Initiation of the large animal shelter for emergency evacuations
- Lobbying for a State Law and establishing a county ordinance for hands-free driving
- Initiating and completing the new detention center; and

Whereas, Supervisor Brown leaves an enduring legacy to the State of Arizona, the County of Yavapai and most importantly to the Town of Chino Valley through his unfaltering leadership and inextinguishable advocacy which led to the acquisition of approximately 780 acres at the northern end of our Town borders for what will become Arizona's newest state park; and

Whereas, this land acquisition is important not only to connect to the outdoors but also to protect Sullivan Lake at the headwaters of the Verde River, enable the extension of the Peavine National Recreation Trail, and preserve history of immense importance to Arizona and the Town of Chino Valley, as well as the substantial positive economic impact the related tourism will bring to our town; and

Whereas, Supervisor Brown will be deeply missed and forever held in highest esteem for his steadfast public service, his advocacy for rural Arizona and the Town of Chino Valley, his pervasive public presence, his tireless community outreach, and his unwavering commitment to the democratic process;

Now, Therefore, I, Mayor Jack W. Miller, on behalf of Town Council, citizens and employees of the Town of Chino Valley, do hereby issue this Proclamation honoring Yavapai County Supervisor Craig Brown, and urge all residents and employees to join me and the Town Council in congratulating Supervisor Brown for his outstanding service and wishing him many continued years of happiness and good health.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 10th day of December 2024.



Jack W. Miller, Mayor

ATTEST: Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2c
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Presentation

AGENDA ITEM TITLE:
Administer Oath of Office to Town Manager Terri Denemy.

SUMMARY:
Pastor Emeritus Paul Jones will perform the Oath of Office ceremony at Ms. Denemy's request.

PREVIOUS ACTION:
N/A

STAFF RECOMMENDATION:
N/A

FISCAL IMPACT?
N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5a
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 22, 2024, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the October 22, 2024, study session and regular meeting minutes.

ATTACHMENTS:

1.	2024 10 22 CC SS RG MND
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**MINUTES OF THE STUDY SESSION AND
REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY
TUESDAY, OCTOBER 22, 2024**

6:00 PM

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

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Mayor Miller called the meeting to order at 5:00 p.m.

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

Absent:

Staff Present: Acting Town Manager Terri Denemy, Town Attorney Andrew McGuire - remote, Development Services Director Laurie Lineberry (arrived at 5:40 p.m.), Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmberg, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. Update and discussion regarding regional water opportunities.

Mark Holmes, Town Water Consultant, presented the following:

- The General Plan included a natural resources goal of reliable and sustainable water resources as well as participating in regional and local strategy programs and efforts of the same.

Gary Beverly, president of Citizens Water Advocacy Group (CWAG), presented the following:

- The mission of CWAG was to achieve a sustainable water supply in the Prescott Active Management Area (AMA).
- Gave a brief overview of Arizona's water laws and the history of the same.
- Management Goal was safe yield which means a long-term balance between withdrawals and recharge.
 - Safe yield was not happening because there was no penalty, incentive, assistance, regional plan, and no discussions were planned.
 - Overdraft was currently 21,000 acre feet per year.
- Prescott was the worst performing AMA in the State of Arizona and had not received much attention from the Arizona Department of Water Resources (ADWR).

- Neighboring municipalities pump from the Little Chino Aquifer and were contributing to the overdraft.
- Complications posed by the failing AMA included wells drying up which would result in homeowners having to haul water which would still be sourced from the aquifer. There would be more wells drying up in the future.
- Further discussed water-level changes, historic and current groundwater discharge at Del Rio Springs, and base flow tracking from the USGS Paulden Streamgauge.

Mark Holmes, Town Water Consultant, presented the following:

- Gave a brief history on the Prescott AMA.
- Gave a brief history and current standing of local water coalitions and advocacy groups (the groups were only policy and planning organizations rather than project or capital organizations).
- Present challenges included:
 - New entity creation.
 - Regional planning documents.
 - Developing new models with more growth to come up with more robust solutions rather than closing the door on development or growth.
- There were many other areas from around the United States that have also faced these issues and found resolution. Gave an overview of the Water Replenishment District (WRD) in Los Angeles, California.
- Gave an overview of the Sub-Regional Operations Group (SROG) in the Phoenix area (it included Glendale, Mesa, Phoenix, Scottsdale, and Tempe).
- Offered various options and steps to create a regional solution including a Letter of Intent, a steering committee, recruiting a professional facilitator, and producing a document to present to other municipalities to get buy-in.
- The benefits of regionalism included:
 - Improving quality of life
 - Solving large and complex issues
 - Protecting the interests of all
 - Improving efficiency and effectiveness
 - A legal advocate for the region

Council and staff discussed the following:

- Councilmember Schacherer stated that he didn't hear anything about slowing development and there were five developments in Prescott that would be taking up three million more gallons.
 - Staff stated that each jurisdiction had their own land developments and plats already in the process of development. The goal of the new organization would be to augment water supplies that could not only accommodate growth, but also accommodate the current water supplies. The first step was to see if authorities even wanted to sit down to talk about it.
 - Mr. Beverly shared Councilmember Schacherer's sentiments regarding growth and stated that the ADWR had legally authorized enough water to more than double the population of the Prescott AMA. Organizations like the one proposed could help by creating better regulations through the state legislature and increasing conservation.

- Councilmember Perkins inquired if there were any discussions about invasive species such as cottonwood trees.
 - Staff stated that forest and riparian management was in dire need of assistance to deal with invasive species. The regional planning would have to look at the environmental impacts and how to better manage them.
- Councilmember Granillo inquired if the Town was being asked to join WRD or SROG or create their own.
 - Staff stated those were examples of other organizations that realized they had challenges beyond one entity's abilities. This presentation was about creating something new. It would take everyone coming together to form something that would solve the challenges. It would require decades of work and capital investment. Staff stated that if the problem persisted it could become so large that there may not be a solution that is available or that is financially realistic.
- Councilmember Granillo inquired if it would make more sense to join an already established group.
 - Staff stated that the ones that used to exist were gone. The Northern Arizona Municipal Water Users Association was strictly a policy and planning association and did not generate revenue or do project building. Staff was looking to create something like CYMPO for water but it required the first entity to take a step forward which could be done through a Letter of Intent or a Resolution.
- Councilmember McCafferty stated that the WRD had been having issues back in the 1930s and 1940s like the Prescott AMA is having now. He stated it was a good model, but there was currently three entities doing different things. He was in support of the municipalities collaborating.
 - Staff stated that at this stage it would just be about sitting down with their fellow elected officials and exploring what the possibilities could be.
 - Mr. Beverly stated that ADWR was tapped out and it was up to the local authorities. This was the best opportunity to make a difference. CWAG ran a candidate forum for the Board of Supervisors and talked about regional cooperation. Two of the newly elected members were in support of the idea. He felt this was the most amendable Board of Supervisors they had ever had. The Prescott Mayor was also very interested in collaborating.
- Councilmember McCafferty inquired if there would be a presentation to Prescott, Prescott Valley, and the County Supervisors.
 - Staff stated that if the Council wanted them to do that they would be happy to. If the Council would rather use some instrument to start things off they could do that as well.
- Vice-Mayor Armstrong stated that he would like to have a letter of intent executed quickly. He also wanted there to be a letter admonishing the ADWR for the job they were not doing and had not been doing for a long time.
- Mayor Miller stated that he was in favor of an organization of this kind.
- Councilmember McCafferty stated that he also wanted Mr. Holmes and Mr. Beverly to present before the other governing bodies.
- Councilmember McCafferty inquired what process the Town should pursue, whether a Resolution or Letter of Intent.
 - Andrew McGuire, Town Attorney, stated that anything would be effective, but a Resolution would be the most permanent item as Resolutions are filed and kept forever. Any document would be subject to the appropriately assigned retention period.

- Staff stated they would draft and present a document for Council approval.

3. ADJOURNMENT

MOVED by Mayor Jack Miller, seconded by Councilmember Eric Granillo to adjourn the meeting at 5:47 p.m.

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

NAY: None

7 - 0 Passed – Unanimously

REGULAR MEETING

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.

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

Absent:

Staff Present: Acting Town Manager Terri Denemy, Town Attorney Andrew McGuire - remote, Officer Tod Cupp (Sgt. at Arms), Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmberg, Community Services Director Cyndi Thomas, IT Manager Spencer Guest, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- Presentation from Katie Pehl, Finance Director, regarding the July-September 2024 quarterly financial report.

Katie Pehl, Finance Director, presented the following:

- She would be going over the quarterly financial report for the Town. The reports would be done on a quarterly basis and would be available on the Town website for public inspection.
- The first quarter ended September 30th and performance had been on track except HURF revenues (currently \$17,000 or 7% under projected revenues). Staff would continue to monitor those revenues, but they were expected to level out throughout the year.

- The General Fund Revenues were about \$12,000 under budget projections which was less than 0.5%. It would fluctuate throughout the year.
- General Fund Expenditures were also all on track and underbudget.
- Gave an overview of the Cash Balances by Fund.

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.

Ken Chan presented the following:

- He lived in unincorporated Chino Valley. He wanted to talk about the potential solar ordinance for large scale utility. He expressed concern that following industry standards and industry recommendations were not always the best course of action and pointed to Big Pharma, the tobacco industry, and Monsanto. He stated that solar farms didn't want to talk about water and resource damage and stated that solar farms should not be placed over water sources or close to residences. He stated that studies were done on a small scale and never close to a water source or residences.

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

Mayor Miller presented the following:

- Trick or Treat in the Park would be held Saturday from 2:00 p.m. – 6:00 p.m.

Vice-Mayor Armstrong presented the following:

- He attended the Rural Transportation Conference last week.
- Attended the Attorney General's presentation regarding scams aimed at the elderly. He would be working with the Town Manager to have the Attorney General's office do the presentation in Chino Valley for local seniors.

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

Terri Denemy, Acting Town Manager, presented the following:

- Movie in park had been cancelled last week for weather and was moved to directly following the Trick or Treat event. Staff was still looking for vendors.
- The Thanksgiving craft vendor fair would be held at the Chino Valley Community Center on November 7th from 4:00 p.m. – 7:00 p.m.
- Vice-Mayor Armstrong received an award from the Rural Transportation Conference for excellence and distinguished recognition. He was named a 2024 Transportation champion.
- The deadline to request an early ballot is this Friday, October 25th.

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 Tom Armstrong, seconded by Councilmember Eric Granillo to approve Consent Agenda items a, b, and c.

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

NAY: None

7 - 0 Passed – Unanimously

- a. Consideration and possible action to approve a \$3,000 contribution to Yavapai Regional Transit, Inc., to support transporting children from the Paulden area to the Chino Valley Aquatics Center during the 2024 swim season.
- b. Consideration and possible action to approve the September 10, 2024, regular meeting minutes.
- c. Consideration and possible action to approve the September 24, 2024, study session and regular meeting minutes.

6. ACTION ITEMS

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

- a. Public Hearing, consideration, and possible action to approve Ordinance No. 2024-941, amending the Town of Chino Valley Unified Development Ordinance, Chapter 154, Section 2, Definitions.

Recommended Action: i) Hold a Public Hearing ii) Approve Ordinance No. 2024-941

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

- Briefly reviewed some of the changes to current definitions and presented new definitions, and some of the reasons for them.
- Planning & Zoning (P&Z) had unanimously voted for a recommendation of approval.

Council and staff discussed the following:

- Councilmember McCafferty inquired if the definitions would still be necessary if the Council chose not to adopt a solar ordinance.
 - Staff stated that it was as it would help define the issues should the Council decide to adopt an ordinance. This Ordinance would not compel the Council to adopt an Ordinance allowing solar farms.
- Vice-Mayor Armstrong stated that P&Z did an excellent job on this Ordinance.

Mayor Miller opened the Public Hearing.

There were no requests to speak on this item.

Mayor Miller closed the Public Hearing.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Sherri Phillips to approve Ordinance No. 2024-941.

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

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to award the FY25 Street Improvements, Invitation for Bids - Phase 1 project (North Reed Road from West Road 1 North to West Road 2 North) to Jud Co, LLC, in the amount of \$691,025.

Recommended Action: Award the FY25 Street Improvements - Phase 1 project (North Reed Road from West Road 1 North to West Road 2 North) to Jud Co, LLC for \$691,025.

Frank Marbury, Public Works Director, presented the following:

- This project would reconstruct Reed Road from Road 1 North to Road 2 North.
- The Town received six bids, the lowest being from Jud Co, LLC.
- PAP construction, who was the second-lowest bid would be the paving subcontractor.
- There would be a lot of oversight on the project as the contractor is new to the Town. Staff had done research on the company and they were in good standing.
- Weather during paving should be 50 degrees and rising. If the weather doesn't hold

out the project could be pushed to next spring.

Council and staff discussed the following:

- Councilmember Perkins inquired what was meant by the company being in good standing.
 - Staff stated that the company was in good standing with the BBB and other municipalities reported that the work they did was good quality. Staff also checked Jud Co's paperwork including bonds, ROC license, etc. Staff was particularly interested in making sure the paving would be good. Jud Co did not have paving experience and would be subbing out that portion of the work to PAP.
- Councilmember Schacherer inquired what the length of the work would be.
 - Staff stated that it would be half a mile just to get past the intersection at Road 2 North.
 - Councilmember Schacherer inquired if there would be \$300,000 left over.
 - Staff stated that the project came in under budget, but there would be additional things to pay for including design, engineering testing, etc. The award for this contractor would be \$691,025.00, but there would be unknown costs that would be associated with the project such as compaction testing.
- Councilmember Schacherer inquired if the project had been engineered.
 - Staff stated the design had been completed. Staff also hire consulting engineers along with construction to do quality assurance testing and that would come out of this same budget. Staff stated the entirety of the project would still come under budget once all those additional items were paid for. Staff stated there would still be a large portion of the remaining budget for Council discretion.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Annie Perkins to approve the FY25 Street Improvements – Phase 1 project to Jud Co, LLC for \$691,025.

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

NAY: None

7 - 0 Passed – Unanimously

- c. Consideration and possible action to authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the Invitation For Bid issued May 24, 2023.

Recommended Action: Authorize staff to move forward with the successful bidder for RV Park development at Old Home Manor Parcel No. 306-02-001X (formerly 306-02-001L) per the IFB issued May 24, 2023.

Councilmember Perkins recused herself from this item.

Maggie Holmberg, Economic Development Manager, presented the following:

- There was only one bid for this project and it was Chino Valley Rodeo, LLC.
- Gave a brief history of the RV Park project at Old Home Manor (OHM).
- A Conditional Use Permit (CUP) would go to P&Z in December and to Council in January.
- Provided a conceptual plan of the 184 unit RV Park.
- The RV Park would include a lot of amenities such as a clubhouse, pool and spa area, dog park, play equipment, recreational activities, etc.
- Provided an overview of other RV Parks in the region including cost and amenities.
- The proposed purchase price was \$786,500 for 26 acres.
- When researching economic impacts, staff determined that the average spending per visiting party per night was \$475. This would include food, lodging, gasoline, etc.
- Provided an overview of other economic and fiscal impacts.
- Provided information from the General Plan and how an RV Park would fit in with the Town's planning document.
- Provided a conceptual plan of OHM that had gone through the Town's Parks and Recreation Advisory Board which is comprised of Town residents.

Council and staff discussed the following:

- Councilmember Schacherer stated that the conceptual plan has the RV Park placed farther back on Jerome Junction.
 - Staff stated that it was a very conceptual plan and the idea was more about creating a recreation park not necessarily where things would be placed.
 - Councilmember Schacherer inquired when the Council would be able to look at the real documents.
 - Staff stated that one of the next steps in the General Plan was to do a Master Plan for OHM. Staff had considered budgeting for it this year, but other projects took precedence.
- Councilmember Schacherer stated that the quoted \$475 is a weekly rate, not daily.
 - Staff stated those figures were from Rounds Consulting.
 - Councilmember Schacherer disagreed with the number.
- Councilmember Schacherer stated that the appraisal was from 2021.
 - Staff stated that the appraiser did a good job and it was a fair market value.
 - Councilmember Schacherer stated that there was another property down Jerome Junction which was 27 acres and listed for \$1.7 million.
 - Staff couldn't speak to that as they had no affiliation with that land.
- Councilmember Granillo inquired if there was a minimum year of RV that would be allowed on the property.
 - Staff stated that had not been discussed and they did not know all the particulars of what was required to be a "luxury" RV Park. Staff offered to ask those questions and get the answers.
- Councilmember Granillo inquired about the minimum stay.
 - Staff stated that was market driven, but the Town could ask for there to be stay stops in the development agreement.
- Councilmember Schacherer stated that he had been told that the amenities would include horse stalls, a riding arena, trailer overflow, dog park, etc., and inquired if that was true.
 - Staff stated that amenities had changed a couple times and they would need to get the current plan. Flood plains had reduced the size of the lot the buyer

- would be able to purchase and was the reason for the changes.
- Councilmember McCafferty inquired how an RV Park fit into a Business Park (BP) zoning code.
 - Staff stated that the BP district allows for lodging such as hotels and motels. There was also a provision that said the zoning administrator could look at similar types of uses and determine that it can fit that district. And it would come to Council for approval as a CUP.
 - Councilmember McCafferty further reasoned that RV Parks were never intended to be in BP zoning based on past Town Council and P&Z meetings.
 - Councilmember McCafferty inquired if staff believed that an RV Park would serve as an adequate anchor tenant for the Business Park and discussed the difficulties of getting an RV Park approved and developed without the guidance of a master plan. Comments had been made by other councilmembers that if an RV Park was put in this particular location that nothing else would come. Councilmember McCafferty had set out to prove that theory wrong by calling others in the industry but they all confirmed that statement was correct. He liked the RV Park, but felt that putting it in the proposed location would be short-term gain and long-term negative economic ramifications.
 - Staff reasoned that there were additional benefits to the RV Park including creation of jobs, short-term housing for new employees, etc. Staff was also keeping in mind different ways to create income streams for the Town.
 - Staff reminded Council that this item was not about a purchase or development agreement, but rather to move forward on the bid by approving the bid.
 - Council inquired if moving forward meant purchasing.
 - Staff stated it did not as a purchase agreement did not yet exist. The next steps were to have P&Z review the CUP in December, and then bring it to Council in January. A purchase and sale agreement, and development agreement would be presented at a later date.
 - Councilmember Granillo inquired how long the Town had owned OHM and how many acres were included.
 - Staff stated the Town owned the land since 1986 and it was 880 acres.
 - Councilmember McCafferty stated there should be no hurry as the land would only become more valuable as time went on.
 - Councilmembers further discussed anchor tenants and how the development of an RV Park would affect the area.
 - Councilmember Granillo inquired what the tax revenue would be on the rental spaces.
 - Staff stated it would be \$310,000 annually for the operations side, and \$97,480 for the construction.
 - Vice-Mayor Armstrong inquired what the difference was between bed tax and rental tax of the spaces.
 - Staff stated that RV spaces were classified as hotel which would impose the standard 4% tax. Bed tax was an additional 4% if the stay was for less than 30 days. Staff stated those rates could be raised without having to go before the voters.
 - Councilmember Schacherer inquired what the cost per month would be for sewage.
 - Staff stated that issue would be brought before Council for approval. Currently, it would be the standard \$59.74/month charge. Other options would be brought before Council including a potential discount as RV and mobile home parks often utilize less water and contribute less sewage.
 - Mayor Miller stated there would be more income than just bed tax.

- Councilmember Schacherer and Councilmember McCafferty inquired if the current wastewater treatment plant would be able to handle all the new chemicals that were included in RV systems.
 - Staff stated RV waste is highly concentrated and council was correct to worry about the effect that would have on the current system. The issue was more when the RVs first arrived. Once they were hooked up and there for a few days their waste stream became more like residential as they would be using more water and not concerned about conserving their tanks. Town Code called for pretreatment for significant industrial users of which an RV Park would be categorized and would be included in a development plan.
 - In terms of flow, an RV Park of this size would be about 25,000 gallons a day at full occupancy. Staff doubted the system could handle the increased treatment volume if the park was built out today. Staff estimated plant expansion would be moved up by a year. The plant currently treated 360,000 gallons per day; 400,000 gallons per day would require design of plant expansion and 450,000 gallons per day would mandate start of construction. The plant was averaging an increase of 20,000 gallons per day every year.
- Councilmember Granillo inquired how many businesses had developed around the Verde Ranch RV Resort since it was built in 2020.
 - Staff stated they would look into that for specifics, but stated that an RV mechanic business when in right across the street. Staff stated that businesses would naturally come up, especially as the Town began master planning.
- Vice-Mayor Armstrong inquired what the timeline was for construction.
 - Staff stated a facility like this typically took about a year from start of construction.
- Councilmember Schacherer stated there would also be laundry facilities.

Mayor Miller opened the Public Hearing.

Jennifer Gallaher presented the following:

- She spoke about the well improvement project and expressed concern with the state of some sections of Perkinsville Road as there were no secured funds or timeline to redo Perkinsville road. She felt it was unsafe for residents with no sidewalks and a narrow street. There were large cracks which would only be made worse with large construction traffic. Construction of an RV Park along with the well improvement project would mean more construction, heavier vehicles, and more damage to the road. She played a video to let the Council know how loud it was when larger vehicles came down the road.

Debbie Strader presented the following:

- She lives on Jerome Junction and did not want to see an RV Park right at the front entrance of what was supposed to be commercial development. She felt it made more sense to have it near the ball fields and horse arenas on the east side. She also mentioned that ranchers worked right along that parcel and didn't feel the visitors would appreciate all the noise those activities involved.

Robert Switzer presented the following:

- He agreed with Councilmember McCafferty about approving this project without having a master plan in place. He felt it was putting the cart before the horse. He thought an RV Park at the entrance would be a mistake.

Christy Majors presented the following:

- She lived in Haystack Ranch and traveled Perkinsville Road often. The cracks made her mad every time she drove on them. She stated that the road already took all the heavy vehicle traffic from the materials pit and livestock auctions. RVs would add insult to injury. Something had to be done if a project like this would be approved.

MOVED by Vice-Mayor Tom Armstrong, seconded by Councilmember Robert Schacherer to continue the matter to a Study Session.

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

NAY: None

ABSTAIN: Councilmember Annie Perkins

6 - 0 Passed – Unanimously

7. ADJOURNMENT

Councilmember Perkins did not return to participate in the adjournment vote.

MOVED by Councilmember Sherri Phillips, seconded by Councilmember Eric Granillo to adjourn the meeting at 7:20 p.m.

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

NAY: None

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 Study Session and Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 22nd day of October, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the November 12, 2024, regular meeting minutes.

STAFF RECOMMENDATION:

Approve the November 12, 2024, regular meeting minutes.

ATTACHMENTS:

1.	2024 11 12_CC_EX_RG_MND
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**MINUTES OF THE REGULAR MEETING
OF THE TOWN COUNCIL OF THE
TOWN OF CHINO VALLEY**

TUESDAY, NOVEMBER 12, 2024

6:00 PM

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

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

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

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

Absent:

Staff Present: Acting Town Manager Terri Denemy, Town Attorney Andrew McGuire - remote, Officer Tanner Ludwig (Sgt. at Arms), Human Resources Director Laura Kyriakakis, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmberg, IT Support Technician Sandra Santos, Audio Visual Technician Nicholas Harwick, Deputy Town Clerk Sara Burchill, Town Clerk Erin N. Deskins

2. INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS

- a. Presentation of Proclamation declaring November 30, 2024, as Small Business Saturday.

Vice-Mayor Armstrong read and presented the proclamation.

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.

Vice-Mayor Armstrong presented the following:

- He attended the dedication of Ehrenberg Road as a historic location off Williamson Valley Road. The County was looking for more historic locations to be dedicated.

Mayor Miller presented the following:

- This was the only meeting in November, the next meeting would be on December 10th.
- The Town would be hosting a Christmas parade on December 6 from Heritage Middle School to Memory Park (The same route as Territorial Days).

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

Terri Denemy, Acting Town Manager, presented the following:

- The Town was still accepting applications for parade participants. Contact Community Services for more information.
- The Senior Center Café was close to move in. Renovations were in the last stage and they would be moving in to be open for Thanksgiving. The Senior Center was looking for volunteers to help serve.
- There were two road improvements in this year's plan and staff had hoped to get them in the works before the weather changed, but weather changed too quickly and was no longer favorable to paving projects. Public Works and the contractors decided it was in Town's best interest to hold off until spring.

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.

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

- a. Consideration and possible action to approve Resolution 2024-1275 regarding regional water solutions engagement with neighboring entities.

Mark Holmes, Town Water Consultant, presented the following:

- Councilmember McCafferty pointed out a couple changes that should be made to the Resolution.

- Presented an amended version of the Resolution.

Council and staff discussed the following:

- Councilmember McCafferty inquired what would come of this resolution.
 - Staff stated that the Town Manager would coordinate with Mr. Holmes for the Resolution to be sent to the local municipalities. Gary Beverly would also be offering his services to the local municipalities to give the presentation that the Council received.

MOVED by Councilmember Eric Granillo, seconded by Mayor Jack Miller to approve Resolution 2024-1275 with the amendments presented by staff.

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

NAY: None

7 - 0 Passed – Unanimously

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 sessions.

- a. Consideration and possible action to approve the First Amendment to the License and Concession Agreement with Compass Training Center AZ regarding adding three action bays to the Chino Valley Shooting Facility.

Recommended Action: Approve the First Amendment to the License and Concession Agreement with Compass Training Center AZ.

Terri Denemy, Town Manager, presented the following:

- Gave a brief background on the agreement between the Town and Compass Training Center.
- Many of the grants the center was applying for needed longer terms and was the reason for the amendment to the agreement.
- Benefits for expansion included:
 - Potential for more matches to be held including national and international competitions.
 - More room for instruction rentals.
 - Overflow for public shooting.

MOVED by Councilmember Annie Perkins, seconded by Councilmember Sherri Phillips to approve the First Amendment to the License and Concession Agreement with Compass Training Center AZ.

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

NAY: None

7 - 0 Passed – Unanimously

- b. Consideration and possible action to approve a Professional Services Agreement with Montgomery & Associates for a wellhead capture and protection study for an amount not to exceed \$25,000.

Recommended Action: Approve the Professional Services Agreement with Montgomery & Associates for a wellhead capture and protection study for an amount not to exceed \$25,000.

Mark Holmes, Town Water Consultant, presented the following:

- Gave a brief review on the current permit renewal for the Town's underground storage facility.
- Staff asked to include a well capture and wellhead protection plan.
- This information would help staff to know what lands contribute to the wellhead. It would also look for contamination risk, look at remediation efforts, etc.
- Montgomery & Associates stated that the report could be delivered within two months. If this was a standalone project it would cost \$25,000 to \$75,000 more than this proposed amount.

Council and staff discussed the following:

- Councilmember McCafferty inquired if staff had modeling for the existing well.
 - Staff stated they had no modeling showing where the water was flowing. Staff could speculate, but did not know how wide or how far or how long the water took to travel.
- Councilmember McCafferty inquired if Montgomery & Associates was doing a further expansive model for the Prescott AMA, or was it just sporadic.
 - Staff stated that they would be looking at the entire Prescott AMA groundwater model to look at the single permit area within Old Home Manor. State required looking at the amount of water being recharged and also looking for potential land harm outside the boundaries.
- Councilmember McCafferty inquired if they would be looking at well recharge flows to see if the recharge actually went to the Town's well.
 - Staff stated they would be looking at where water was being recharged, where there were deficits, where the well was pumping, etc.

MOVED by Councilmember Eric Granillo, seconded by Mayor Jack Miller to approve the Professional Services Agreement with Montgomery & Associates for a wellhead capture and protection study for an amount not to exceed \$25,000.

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

Phillips, Councilmember Robert Schacherer

NAY: None

7 - 0 Passed – Unanimously

- c. Consideration and possible action to adopt Ordinance No. 2024-948 authorizing the acquisition of certain real property for use as a municipal cemetery.

Recommended Action: Approve Ordinance No. 2024-948.

Terri Denemy, Town Manager, presented the following:

- This item was brought to Council earlier in the year regarding acquisition of the cemetery.
- Mayor Miller was very involved in the Town acquiring the cemetery, and staff wanted to make sure this would be accomplished during his time on the Council even if they had to tie up a few administrative details later. It would be coming back to Council for further action
- Gave a brief history and overview of the cemetery.
- Staff was requesting authorization to move forward with the acquisition of the land. Staff would then present the official purchase documents and adopt the Town Code and cemetery rules and regulations.

MOVED by Mayor Jack Miller, seconded by Councilmember John McCafferty to approve Ordinance 2024-948 authorizing the acquisition of certain real property for use as a municipal cemetery.

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

NAY: None

7 - 0 Passed – Unanimously

- d. Consideration and possible action to approve the Town Manager Employment Agreement with Terri Denemy.

Recommended Action: Approve the Town Manager Employment Agreement with Terri Denemy.

This item was heard before item 6a, but retained here for consistency.

Laura Kyriakakis, Human Resources Director, presented the following:

- The Town Council had agreed in early September to move forward with an internal recruitment process.
- On October 29th the Council conducted an interview and began contract negotiations.
- Council was presented with the final Town Manager Agreement with Terri Denemy

for review and approval.

MOVED by Councilmember Annie Perkins, seconded by Councilmember John McCafferty to approve the Town Manager Employment Agreement with Terri Denemy.

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

NAY: None

7 - 0 Passed - Unanimously

Ms. Denemy thanked Council for the opportunity and confidence in her. She also thanked staff for their support.

7. ADJOURNMENT

Terri Denemy, Town Manager, stated that two councilmembers would be leaving after this meeting. As her last official action Councilmember Perkins asked to adjourn the meeting.

MOVED by Councilmember Annie Perkins, seconded by Councilmember Eric Granillo to adjourn the meeting at 6:26 p.m.

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

NAY: None

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 12th day of November, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2024.

Erin N. Deskins, Town Clerk

DRAFT



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 12/10/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Resolution No. 2024-1267 to authorize the application for a loan from the Water Infrastructure Finance Authority of Arizona for the design of the "Old Home Manor Water Production Facility."

SUMMARY:

As part of the investigation into the emerging contaminants issue faced by the Town of Chino Valley, Carollo Engineers recommended two courses of action. One is providing a treatment system at the Town's primary production facility at the Bright Star well. ADEQ has sponsored the efforts and will provide a treatment system at no cost to the Town.

The second recommendation from Carollo was to install a new water production facility at Old Home Manor. This would benefit the Town in multiple ways. One is to provide a clean source of water that shows no exceedance of PFAS or other emerging contaminants. Second, it would provide a second source of water if the Bright Star facility became inoperable for any reason. Third, it would provide enough water to be able to supply some of the smaller private systems in town if needed. Records indicate at least one or more of the private systems in town are near or above the new limits for contaminants set by the EPA.

The estimated construction cost for the project is \$10.7 million. This would require an approximate budget of \$2 million for design. An application was made to the Water Infrastructure Finance Authority of Arizona (WIFA) for grant funding for this amount. WIFA staff will be recommending to the board an \$800,000 grant paired with up to a \$1.2 million loan. The attached resolution authorizes the application for the loan only. A second Council action will be required to approve or deny the loan documents. Final amounts will be disclosed prior to approval of any documents.

This project was included in the budget as a Congressionally Directed Spending request. However, the project was not chosen for funding at the State level. Construction funding has not been determined, but staff will seek grant monies for construction similarly to design, and no construction authorization will be made without Council approval.

Staff recommends approving the resolution authorizing the continuation of the grant and loan application.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve Resolution No. 2024-1267 to authorize the application for a loan from the Water Infrastructure Finance Authority of Arizona for the design of the "Old Home Manor Water Production Facility."

FISCAL IMPACT?

This item was budgeted as a Congressionally Directed Spending project. However, funding was not approved to move forward at the State level. WIFA staff will be recommending to the board an \$800,000 grant paired with up to a \$1,200,000 loan.

ATTACHMENTS:

1.	Resolution 2024-1267
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RESOLUTION NO. 2024-1267

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING THE APPLICATION FOR A WATER SUPPLY DEVELOPMENT REVOLVING FUND LOAN FROM THE WATER INFRASTRUCTURE FINANCE AUTHORITY OF ARIZONA.

WHEREAS, the Mayor and Common Council of the Town of Chino Valley (the “Town Council”) has identified a need for a drinking water capital improvement project; and

WHEREAS, pursuant to Ariz. Rev. Stat. § 9-571, the Town may obligate the revenues generated by its drinking water system to repay a loan from the Water Infrastructure Finance Authority of Arizona; and

WHEREAS, the Town Council certifies that the Town of Chino Valley’s population is under 150,000 as of the most recent U.S. Census data; and

WHEREAS, the Town of Chino Valley’s population at the time of this request is 13,815, which meets the requirement under Ariz. Rev. Stat. § 9-571.

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 incorporated as if fully set forth herein.

SECTION 2. The Town Manager is authorized to apply for Water Supply Development Revolving Fund financial assistance from the Water Infrastructure Finance Authority of Arizona in an amount not to exceed \$2,000,000, payable from revenues of the drinking water system.

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

SECTION 4. All actions of the officers and agents of the Town that conform to the purpose and intent of this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed, and approved.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 10th day of December 2024.

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 that the above foregoing Resolution No. 2024-1267 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 10, 2024, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 12/10/2024
CONTACT PERSON: Terri Denemy, Town Manager, Maggie Holmberg, Economic Development Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1277 authorizing the acquisition of approximately 22.91 acres of real property for use as a public asset and the related contingency transfer of \$60,298 for emergency stabilization.

SUMMARY:

In March 2024, with the assistance from the Trust for Public Lands, Yavapai County, the Nature Conservancy, Nina Mason Pulliam Charitable Trust, and sellers of the property, Bob O'Rear and Jim Brown of Del Rio Springs Loan Partners LLC, who sold the land at a significant discount from its appraised value, Arizona State Parks and Trails acquired approximately 780 acres in the northern Town borders for what will become the newest state park. The land is important not only to connect folks to the outdoors but also to protect Sullivan Lake at the start of the Verde River, enable the extension of the Peavine National Recreation Trail from Prescott to the river, and preserve history of immense importance to Arizona. That acquisition did not include certain parcels that also have significance and warrant protection for the great public good. One of those parcels, an infill parcel within the state park boundaries, contains several historic Fred Harvey buildings.

In a study session in September 2024, Michael Patrick of the Trust for Public Lands, in conjunction with town staff, gave a presentation to Council on this parcel and advocated for Council consideration for its acquisition as a Town asset. (That presentation is attached for reference.) Fred Harvey hotels & restaurants are a major part of U.S. railroad history and the establishment of tourist destinations in the west. They were the United States' first restaurant chain. Harvey Farm in Chino Valley provided eggs, poultry, milk, ice & other produce to hotels from Santa Fe to Los Angeles. This parcel houses the only remaining buildings associated with a Fred Harvey farm in the country. Additionally, and of even greater importance, this is the site of the first territorial government of Arizona in 1863.

The parcel is 22.91 acres surrounded by state park land, contains three historic buildings and four barns and has an appraised value of \$570,000. With contributions from a private donor and a bargain sale from the owners who both want to see these historic buildings preserved for future generations, the town can purchase the parcel for \$150,000. The FY2024-2025 budget includes \$285,000 for the purchase of the parcel should Council decide to move forward. In the discussion following the September study session, Council tacitly indicated support for the purchase and asked staff to move forward with the documents necessary for final approval, but wanted to have information on additional one-time costs for building preservation and stabilization to understand the full financial commitment the acquisition represents.

Staff entered into a Professional Services Agreement with Otwell Associates Architects to conduct the

survey and analysis and provide a condition report and estimated costs for stabilization. That full report is attached for your reference. The cost for total stabilization of the dairy barn, milk barn, and bunkhouse and demolition of the mule barn is \$197,658. An alternative to demolition of the mule barn is simply fencing it off, which would reduce the cost by \$28,860. An analysis of resources and expenses is included below.

Analysis of Resources and Expenses	
Resources:	
Budget – Del Rio Springs	\$285,000
Total Resources:	\$285,000
Expenses:	
Land Purchase (Discounted Price Offered by Seller)	\$150,000
Otwell Associates Architects Contract	26,500
Roofing and Building Stabilization	162,798
Mule Barn Demolition	34,860
Total Expenses:	\$374,158
Resource Shortfall	(\$89,158)
Savings if Mule Barn is fenced instead of demolished	28,860
Adjusted Resource Shortfall	(\$60,298)

Per this analysis, the estimated shortfall of allocated funding for the purchase and stabilization is \$60,298. Staff recommends Council approve the acquisition and an allocation of funds from contingency for the shortfall to fully fund the stabilization and preservation of these historic buildings with lower investment of mule barn fencing only. In light of the significant history of the site and its buildings, staff considers this additional allocation, even with our tight budget constraints, minimal in terms of the return to our community and future generations in ensuring these valuable pieces of our history are not lost. To put the additional cost consideration into perspective, the allocation of \$60,298 is the approximate equivalent of adding 0.04 mile of road to an existing large scale road replacement project. (That amount would not even fund mobilization for a stand-alone project.) Once these stabilization efforts occur, the building and grounds can be held in this "state of suspension", while the Town considers future uses, pursues partners in that vision, and pursues grants and alternative funding sources for the future steps in its restoration, re-purposing, and use of this valuable public asset for education and tourism. Ongoing costs after acquisition would be for routine grounds maintenance/weed control as necessary.

Future Consideration

Though not on the agenda this evening for action, staff are working with the Trust for Public lands on possible acquisition - at no cost to the town - of one of the other parcels not included in the State Park acquisition, the Upper Sullies Canyon parcel. This 10.5 acre parcel and has importance for recreational and instructional rock climbing, emergency rescue training, as well as historical significance as it contains petroglyphs needing protection. If the sources for fully funding the purchase of this parcel for transfer to Town are secured, staff will bring that item to Council for consideration.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1277 authorizing the acquisition of approximately 22.91 acres of real property for use as a public asset and the related contingency transfer of \$60,298 for emergency stabilization.

FISCAL IMPACT?

Available budget: General Capital Improvement Fund - Land Purchase	\$258,500
Plus this approval item: Contingency Transfer for Resource Shortfall	\$60,298
Less this approval item: Acquisition of Approx. 22.91 Acres of Real Property	-\$150,000*
Less: Emergency Stabilization	-\$168,798
Remaining budget: General Capital Improvement Fund - Land Purchase	\$0

*Plus applicable closing costs.

ATTACHMENTS:

1.	RES 2024-1277 - Land Acquisition Supporting the Verde River Headwaters State Park(6387719.2)
2.	AGR - Purchase-Sale Agreement - TOCV - Harvey Farm Property 12022024(6387286.3
3.	Fred Harvey Parcel Opportunity Council Study Session Sept 2024
4.	Del Rio Springs 111524 Stabilization Report Otwell Associates Architects

RESOLUTION NO. 2024-1277

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY IN SUPPORT OF A NEW STATE PARK AT THE HEADWATERS OF THE VERDE RIVER.

WHEREAS, The Trust for Public Land, a California nonprofit public benefit corporation authorized to do business in Arizona as TPL-Arizona, Inc. ("TPL"), wishes to sell to the Town of Chino Valley (the "Town") approximately 22.91 acres of real property located in Sections 22 and 27, Township 17 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, Yavapai County Assessor's Parcel No. 306-40-0780, as described in Exhibit 1, attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, the Property, which provides important infill for a new state park at the headwaters of the Verde River, is historically significant for containing the only remaining farm buildings belonging to Fred Harvey, a key figure in U.S. railroad history, which were part of the first U.S. restaurant chain and supplied produce to hotels from Santa Fe to Los Angeles, and for being the site of Arizona's first territorial government in 1863; and

WHEREAS, the Mayor and Common Council of the Town (the "Town Council") finds that acquisition of the Property to support the development of a new state park at the headwaters of the Verde River is in the public interest; and

WHEREAS, the Town Council wishes to acquire the Property from TPL for such purpose.

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 incorporated as if fully set forth herein.

SECTION 2. The Town Manager is hereby authorized and directed to acquire title to and possession of the Property by donation or purchase for an amount not to exceed \$150,000, plus acquisition and closing costs.

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

SECTION 4. All actions of the officers and agents of the Town that conform to the purpose and intent of this resolution, whether heretofore or hereafter taken, are hereby ratified, confirmed, and approved.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 10th day of December 2024.

Jack W. Miller, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify that the foregoing Resolution No. 2024-1277 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on December 10, 2024, and that quorum was present, and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

EXHIBIT 1
TO
RESOLUTION NO. 2024-1277

[Legal Description]

See the following pages.

PARCEL 1:

A portion of Parcel 2 and Parcel 3 as recorded at Book 4803, Page 984, Yavapai County Official Records, being a portion of the South Half of the Southeast quarter of Section 22, the Northeast quarter of the Northeast quarter and the Southeast quarter of the Northeast quarter of Section 27, all in Township 17 North, Range 2 West of the Gila and Salt River Base and Meridian, and more particularly described as follows:

COMMENCING at the Southeast corner of Section 22, Township 17 North, Range 2 West, said corner being monumented with a 2-1/2" pipe with threaded cap stamped 22-23-26-27;

THENCE along the South line of the Southeast quarter of said Section 22, S.86°44'53"W., a distance of 542.07 feet to the TRUE POINT OF BEGINNING;

THENCE leaving said South line and into the Northeast quarter of Section 27, S.01°44'03"W., a distance of 881.08 feet;

THENCE S.12°18'40"W., a distance of 595.17 feet;

THENCE N.76°49'14"W., a distance of 527.48 feet;

THENCE N.06°48'32"E., a distance of 405.27 feet;

THENCE N.06°32'58"E., a distance of 338.11 feet;

THENCE N.06°56'15"E., a distance of 411.26 feet;

THENCE, N.05°39'52"E., a distance of 166.92 feet to a point on the North line of said Section 27;

THENCE into the Southeast quarter of Section 22, N.05°39'52"E., a distance of 276.98 feet;

THENCE N.04°10'04"E., a distance of 91.95 feet;

THENCE N.02°44'07"E., a distance of 189.43 feet;

THENCE S.73°13'49"E., a distance of 105.96 feet;

THENCE S.71°31'17"E., a distance of 401.77 feet;

THENCE S.01°44'03"W., a distance of 369.58 feet to the TRUE POINT OF BEGINNING.

EXCEPTING all oil, gas and other hydrocarbon substances and all mineral substances as contained in said Agreement Dated April 20, 1956, recorded August 9, 1956 in Book 82 of Official Records, Pages 209-225.

PARCEL 2:

AN EASEMENT over, upon, across and through a portion of Parcel 1A, 2, and 3 all as recorded at Book 4803, Page 984, Yavapai County Official Records, being a portion of the West half and the Northeast quarter of Section 27 all lying East of the Easterly right of way of State Route 89, all in Township 17 North, Range 2 West of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, said easement lying 20-feet each side of the follow described centerline:

COMMENCING at the Southwest corner of Parcel 24 as recorded at Book 4803, Page 984, Yavapai County Official Records where it intersects the easterly right-of-way of State Route 89, said corner being monumented with a ½" rebar & cap RLS 33861;

THENCE along said easterly right-of-way line, S.19°05'27"E., a distance of 114.00 feet to the TRUE POINT OF BEGINNING of said easement;

THENCE from said true point of beginning and leaving said easterly right-of-way, N.62°00'57"E., a distance of 1,234.69 feet to a point of curve to the right having a radius of 2,000.00 feet and a central angle of 07°16'22"; a chord bearing of N.65°39'07"E., and a chord distance of 253.69 feet;

THENCE Northeasterly along the arc a distance of 253.86 feet;

THENCE N.69°17'18"E., a distance of 71.70 feet to a point of curve to the left having a radius of 100.00 feet and a central angle of 63°49'15"; a chord bearing of N.37°22'40"E., and a chord distance of 105.72 feet;

THENCE Northeasterly along the arc a distance of 111.39 feet;

THENCE N.05°28'03"E., a distance of 858.73 feet to a point of curve to the right having a radius of 2,000.00 feet and a central angle of 00°33'06"; a chord bearing of N.05°44'36"E., and a chord distance of 19.26 feet;

THENCE Northerly along the arc a distance of 19.26 feet to the end of this easement and a point that lies on the South line of 22.91-acre parcel being more particularly described as the "AREA TO BE EXCLUDED" as set forth on Minor Land Division Survey as recorded in the Office of the Yavapai County Recorder as Reception Number 2024-006693 of Official Records, and lies S.76°49'14"E., a distance of 20.27 feet from the Southwest corner of said 22.91-acre excluded parcel.

The sidelines of said easement are lengthened or shortened to terminate at the adjacent property line.

**PURCHASE AGREEMENT
BETWEEN
THE TRUST FOR PUBLIC LAND
AND
THE TOWN OF CHINO VALLEY**

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

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

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

1. Property. Seller has a binding option with Del Rio Springs Loan Partners, LLC (“Owner”) to acquire approximately 22.91 acres of real property located in Sections 22 and 27, Township 17 North, Range 2 West, of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, being tax parcel 306-40-0780, as more particularly described in **Exhibit A** attached hereto, together with any and all improvements, fixtures, timber and minerals located thereon and any and all rights appurtenant thereto including but not limited to timber rights, grazing rights, access rights and all of Seller’s interest in all oil, natural gas, coal, methane and other hydrocarbon rights, geothermal and hydrothermal rights, gravel rights, aggregate rights, and mineral rights appurtenant to such real property, all of which are collectively referred to as the “Property.”
2. Sale of the Property. Seller hereby agrees to sell the Property to Buyer and Buyer hereby agrees to buy the Property from the Seller upon the conditions set forth below.
3. Purchase Price. The total purchase price for the Property is One Hundred Fifty Thousand Dollars (\$150,000) (“Purchase Price”) which total amount shall be paid to Seller in immediately available funds at the Closing (as defined below).
4. Closing and Escrow. The consummation of the purchase and sale of the Property by Seller and Buyer shall occur on or before January 30, 2025 (the “Closing”). If not previously completed, prior to the Closing, an escrow shall be opened by Buyer with Empire Title Agency, 3000 West State Route 89A, Suite 200, Sedona, AZ 86326 (“Escrow Company”).
5. Payment. On or before the Closing Buyer shall pay the Purchase Price to the Escrow Company. The Escrow Company shall release the funds to Seller at the Closing.
6. Closing Costs. Seller and Buyer shall each pay one-half of any escrow or closing fee charged by the Escrow Company. Buyer shall pay recording fees for the Deed (as defined below) as well as the costs of any title insurance that Buyer desires to obtain.

7. Form of Deed. Seller covenants to convey to Buyer good and marketable fee simple title to the Property by Special Warranty Deed (the “Deed”), subject to: (a) a lien for nondelinquent real property taxes; (b) all covenants, easements, reservations, encumbrances and encroachments, whether of record or not; and (c) any facts that a physical inspection and accurate survey of the Property may disclose.
8. Due Diligence. Seller has provided Buyer with the following materials:
 - (a) Preliminary Title Report. Commitment for Title Insurance issued by First American Title Insurance Company/Escrow Company, Commitment No. 2285604, dated March 11, 2024 (the “Title Commitment”). Buyer has approved the Title Commitment and will take title to the Property subject to all of the exceptions set forth therein.
 - (b) Survey. Survey of the Property prepared by Granite Basin Engineering, Inc. titled “Minor Land Division Survey” and recorded in the Office of the Yavapai County Recorder as Reception Number 2024-006693 of Official Records (the “Survey”). Buyer has approved the Survey and will take title to the Property subject to all of the matters disclosed therein.
 - (c) Phase I. Phase I Environmental Site Assessment of the Property prepared by Wasatch Environmental, Inc. dated February 14, 2023 (the “Phase I”), a Phase II Limited Subsurface Investigation report prepared by Wasatch Environmental, Inc. dated May 18, 2023 (the “Phase II”) and an Additional Limited Subsurface Investigation Report dated May 3, 2024 (the “Additional Report”). Buyer has approved the Phase I, Phase II and the Additional Report and accepts the environmental condition of the Property.
 - (d) Appraisal. An Appraisal Report prepared by CBRE dated May 11, 2024 (the “Appraisal”), which determined a market value for the Property of Five Hundred Seventy Thousand Dollars (\$570,000).
 - (e) Water Well. ADWR Well 55-609774 is located on the Property and is described further in the Phase I and the Appraisal. This water well currently supplies the water for use in two houses located on adjacent property now owned by the State of Arizona, by and through its State Parks Board.
9. Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer as follows:
 - (a) Seller has full authority to enter into this Agreement and, upon receipt of the appropriate corporate resolutions of its Board of Directors or appropriate committee thereof, to convey fee title to Buyer.
 - (b) To Seller’s actual knowledge, there are no claims, actions, suits, agency proceedings, quasi-legal or administrative challenges concerning the Property or the operation of the Property, or any condition existing thereon or other proceedings including but not limited to condemnation proceedings pending, or to Seller’s actual knowledge, threatened by any governmental department or agency or any other corporation, partnership, utility, entity or

person whomsoever, that in any manner or to any event may adversely affect the value of the Property or the Buyer's right, title, use of or interest in and to the Property.

- (c) All representations and warranties made in this Agreement are true as of the date hereof and shall be true at the Closing date and shall survive the Closing.
 - (d) No other person has any right or option to acquire the Property, or any portion of the Property, from Seller.
 - (e) This Agreement and the documents to be executed by Seller at the Closing are, or on the date of the Closing will be, duly authorized, executed, acknowledged and delivered by Seller; are, or at the time of Closing will be, legal, valid, and binding obligations of Seller; are, and at the time of Closing will be, sufficient to convey title; and do not, and at the time of Closing will not, violate any provision of any agreement or judicial order to which Seller is a party or to which Seller or, to Seller's actual knowledge, the Property, is subject.
10. Examination of Property. Seller shall permit, consistent with any limitations which may exist on Seller's authority to investigate the condition of the Property, access to the Property by Buyer and/or its agents prior to Closing, to conduct, prepare and perform any studies, surveys or reports upon the Property that Buyer deems necessary, and for the purpose of a visual inspection and/or testing to determine, to Buyer's satisfaction, if there are any hazardous materials or wastes or other pollutants on the Property in excess of the standards set forth in federal or state laws or regulations. If any possible hazardous materials or wastes or other pollutants are found, whether through visual inspection, testing or otherwise, Buyer may be required to disclose these findings to third persons under the public disclosure laws, and will disclose them to the appropriate federal and state agencies concerned with the enforcement of environmental laws and regulations.
11. **AS IS, WHERE IS, WITH ALL FAULTS**. As a material part of the consideration for this Agreement, Seller and Buyer agree that Buyer is not relying upon any representation, statement, assertion, or non-assertion made by Seller as to the Property's suitability for a particular purpose and that Buyer has inspected the Property and is relying upon its examination, in conjunction with the survey and title commitment for the Property. Buyer takes the Property under the express understanding that there are no express or implied warranties (except for warranties of title to be set forth in the Deed and warranties expressly set forth in this Agreement). The provisions of this section shall survive the Closing and shall not merge into the Deed.
12. Risk of Loss. If there is any loss or damage to persons or to the Property between the date of this Agreement and the Closing by any reason including, but not limited to, fire, vandalism, flood, earthquake, act of God, negligence, willfulness or recklessness, but not negligence, willfulness or recklessness of Buyer, the risk of loss shall be on Seller.
13. Possession and Title. Possession and title shall pass from Seller to Buyer at the Closing.

14. Cancellation and Default. Either party who elects to cancel this Agreement because of any breach by the other party, and who is not itself in breach of this Agreement except for any breach occasioned by a breach by the other party, may cancel this Agreement by delivering to the Escrow Company a notice describing the breach and stating that this Agreement shall be canceled unless the breach is cured within ten (10) days following the delivery of the notice to the other party. Within three (3) days after receipt of such notice, the Escrow Company shall send it by United States mail to the party in breach and no further notice shall be required. If the breach is not cured within ten (10) days following the delivery of the notice to the other party, this Agreement shall be canceled and the breaching party shall be liable for all customary escrow cancellation charges. If this escrow fails to close for any other reason, Seller and Buyer shall each be liable for one-half (½) of all customary escrow cancellation charges.

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

15. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors-in-interest and assignees.
16. Notice. Except for notice of cancellation under Paragraph 19 herein, all notices, requests, demands, consents, approvals and any other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices") shall be in writing and shall be sent by registered or certified United States mail, return receipt requested, postage prepaid, or via electronic transmission, addressed to the party or parties to receive such notice or via facsimile as follows:

(a) If intended for Buyer to:

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

with a copy to:

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

(b) If intended for Seller to:

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

As a courtesy, copies of any notice to Seller shall be sent electronically to:

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

or to such other address as either party may, from time to time, furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received on the return receipt. Any notice transmitted electronically shall be deemed given when transmitted.

17. Time; Effective Date. Unless otherwise indicated, all periods of time referred to in this Agreement shall refer to calendar days and shall include all Saturdays, Sundays, and State or national holidays, provided that if the date or last date to perform any act or give any notice with respect to this Agreement shall fall on a Saturday, Sunday or State or national holiday, such act or notice may be timely performed or given on the next succeeding day which is not a Saturday, Sunday or State or national holiday. As used herein, the phrase "Effective Date" shall mean and refer to the last date on which this Agreement is executed by both Seller and Buyer, as indicated by the date entered under each signature.
18. Negotiated Agreement. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.
19. Seller Contingencies. Any provision to this Agreement to the contrary notwithstanding, it is understood and agreed that Seller's and Buyer's obligations under this Agreement are subject to the conditions that: (i) Seller acquire the Property in the first instance, in its sole discretion and determination, and (ii) Seller's Board of Directors, or appropriate committee thereof, approve the sale of the Property to Buyer.
20. Grazing Lease. The Property, as well as additional real property owned by Owner, is subject to a Ranch and Farm Lease Agreement dated May 31, 2011, as amended (the "Grazing Lease"). The Grazing Lease contains a provision that the Lessor (Owner) must provide the Lessee with a minimum of 90 days' notice to terminate a portion of the lease area. Owner shall provide such 90-day notice of termination to Lessee prior to the Closing; however, Buyer acknowledges that the terms of the Grazing Lease will apply until the end of the 90-day notice period.

21. Signage. After Closing, Seller shall have the right to install permanent signage at Seller's expense to refer to the role of Seller or any funders who require recognition and, if Buyer so elects, to the role of Buyer in conserving the Property, such signage to be located at a prominent location on the Property affording good public visibility. The design and location of such signage shall be subject to the approval of Buyer, which approval shall not be unreasonably withheld. Buyer shall be responsible for any maintenance or repair of the sign. This section shall survive Closing and delivery of the Deed.
22. Amendments. This Agreement can be modified only by a written amendment signed by both parties.
23. Entire Agreement. This Agreement, together with its attached exhibits, constitutes the entire agreement between the parties and supersedes any prior written or oral agreement between the parties.
24. Counterparts. This Agreement shall be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.
25. Cancellation. Notice is hereby given that this Agreement is subject to cancellation per Ariz. Rev. Stat. § 38-511.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, this Agreement is executed in duplicate as of the day, month and year first above written.

TOWN OF CHINO VALLEY, an Arizona municipal corporation.

Tom Armstrong
Mayor

Date

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

James R. Petterson
Vice President, Mountain West Region

Date

EXHIBIT A

Legal Description of Property

PARCEL 1:

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PARCEL 2:

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THENCE from said true point of beginning and leaving said easterly right-of-way, N.62°00'57"E., a distance of 1,234.69 feet to a point of curve to the right having a radius of 2,000.00 feet and a central angle of 07°16'22"; a chord bearing of N.65°39'07"E., and a chord distance of 253.69 feet;

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The sidelines of said easement are lengthened or shortened to terminate at the adjacent property line.



Town Council Working Session

Fred Harvey Building Parcel Opportunity

September 24, 2024

DRAFT

Legend:

- Del Rio Springs Ranch
- The Trust for Public Land completed land protection project
- US Forest Service
- Bureau of Land Management
- State Trust land
- State Wildlife Area
- City of Prescott
- Town of Chino Valley
- Yavapai County
- Private conservation land
- Spring
- Perennial stream
- Intermittent/ephemeral stream

Map Labels:

- PAULDEN
- CHINO VALLEY
- Upper Verde River Wildlife Area
- Prescott National Forest
- Rio Verde Ranch
- Verde River
- Granite Creek
- W. SANTA FE RD
- W. BIG CHINO RD
- W. ROAD 5 N
- W. ROAD 4 N
- W. ROAD 3 N
- W. ROAD 2 N
- N. ROAD 1 W
- N. ROAD 1 E
- COUNTY ROAD 70
- SUNCREST RANCH RD
- EPENAVILLE RD
- N. ROAD 35
- N. ROAD 38
- N. ROAD 41
- N. ROAD 42
- N. ROAD 43
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Scale: 0 1 2 Miles

YAVAPAI COUNTY, ARIZONA

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Importance of this land...

- Ecological protection
Del Rio Springs & start of the Verde River
- Historical preservation
Fred Harvey Farm, Arizona Territory, Del Rio Springs
- Outdoor Recreation
New state park & Peavine National Recreation Trail
- Economic development benefits for area



Historic Fred Harvey milking barn



Peavine Trail in Granite Dells

Project supporters

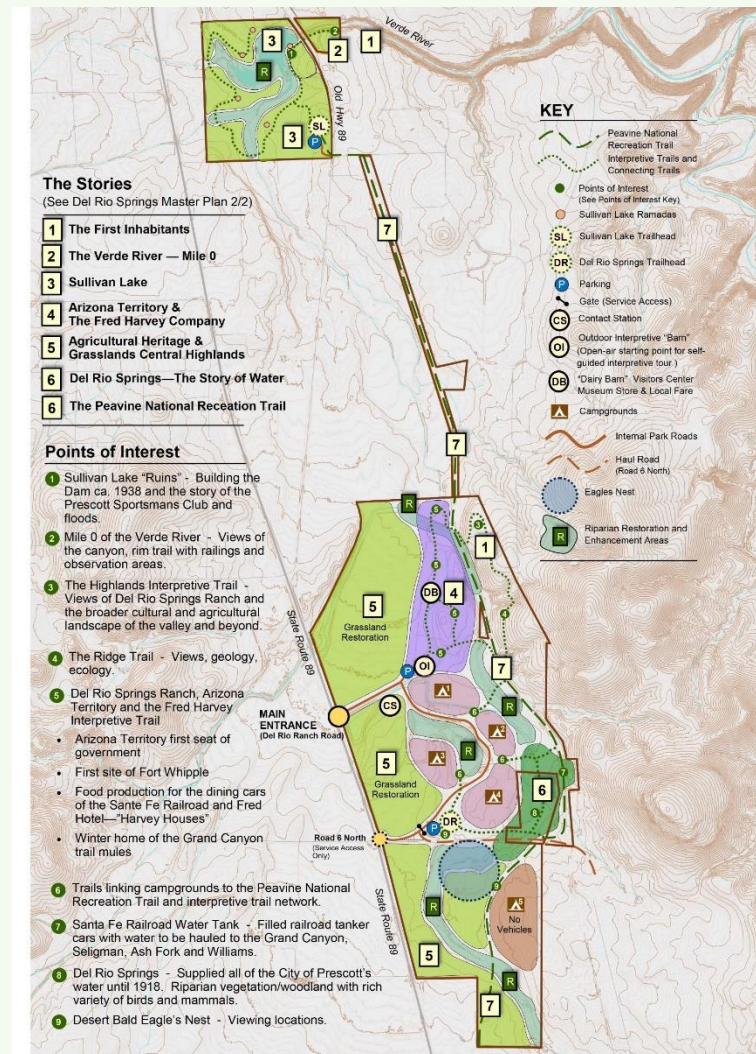
- Town of Chino Valley
- American Rivers
- Arizona State Parks & Trails
- Arizona Sportsmen for Wildlife Conservation
- Audubon (Prescott Audubon Society)
- Back Country Horsemen of Central Arizona
- Chino Valley Historical Society
- Citizens Water Advocacy Group (CWAG)
- City of Prescott Parks & Rec
- Friends of the Verde River
- International Mountain Biking Assoc (IMBA)
- Natural History Institute
- Prescott College
- Prescott Creeks
- Save the Dells
- Sierra Club
- The Nature Conservancy of Arizona
- Trust for Public Land
- U.S. Forest Service (Prescott NF)
- Yavapai County Flood Control District
- Yavapai County BOS
- Yavapai Trails Association

Conceptual Master Plan

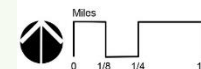
Trust for Public Land contracted with local landscape architect (Peter Bourgois) to develop a master plan for the property

Over 30 meetings and interviews to obtain community input

Final report completed in April, 2024



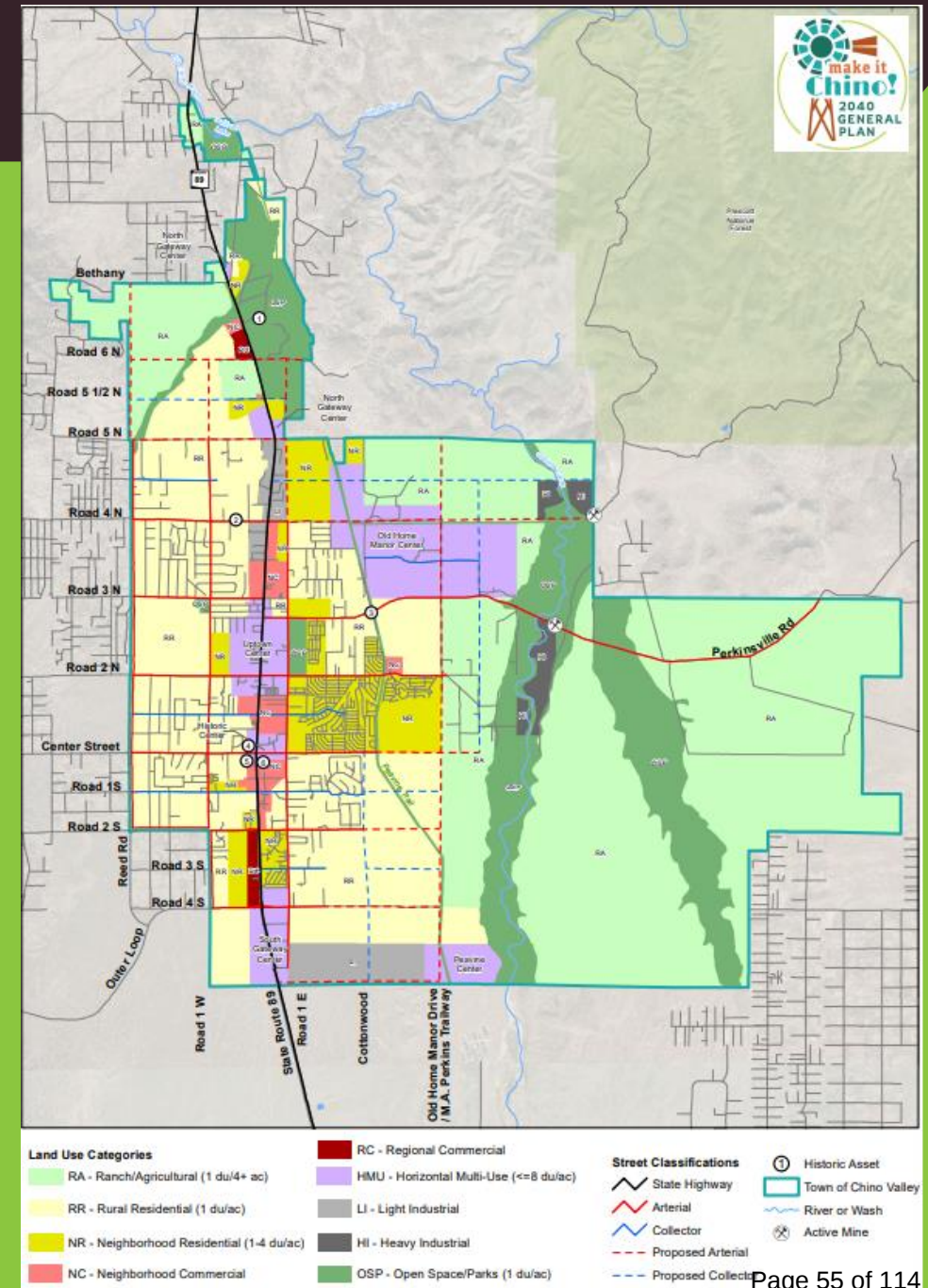
Del Rio Springs Ranch DRAFT MASTER PLAN



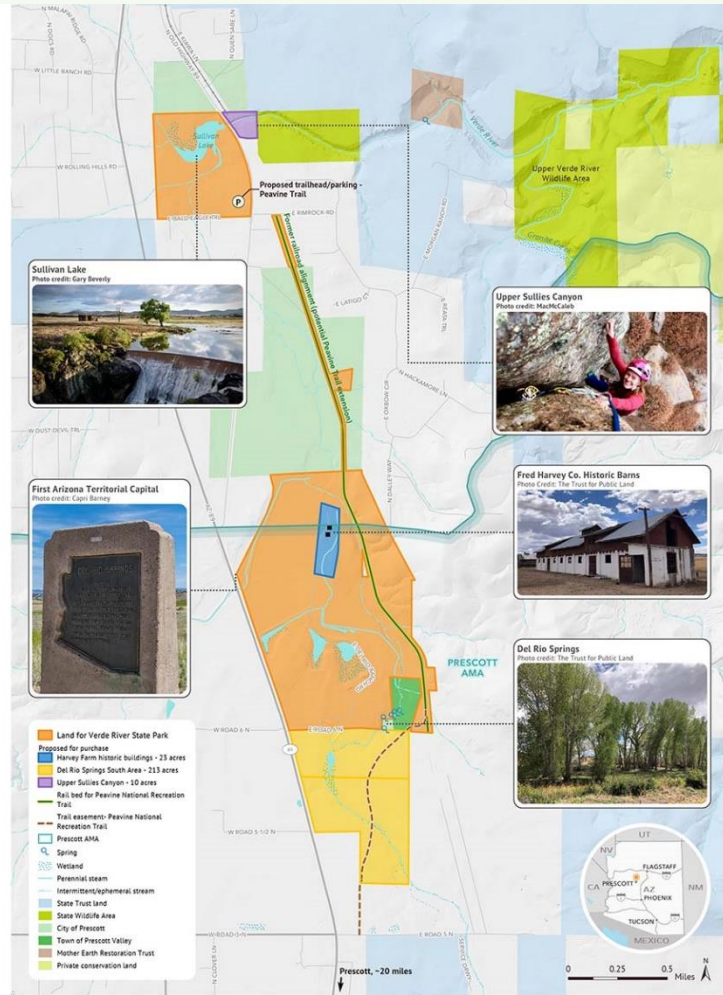
Future Land Use Map

2024 General Plan

As voted on and adopted by the citizens of the town, Del Rio Springs falls into the future land use category of “OSP”
- Open space/Parks



Major milestone reached...



- 780 acres acquired in March 2024 and now owned by Arizona State Parks & Trails
- Funding provided by...
 - Arizona Legislature
 - Yavapai County
 - Nature Conservancy
 - Nina Mason Pulliam Charitable Trust

Verde River Headwaters State Park

TOWN OF CHINO VALLEY, ARIZONA

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Verde River Headwaters SP land

Arizona State Parks has 33 park units...

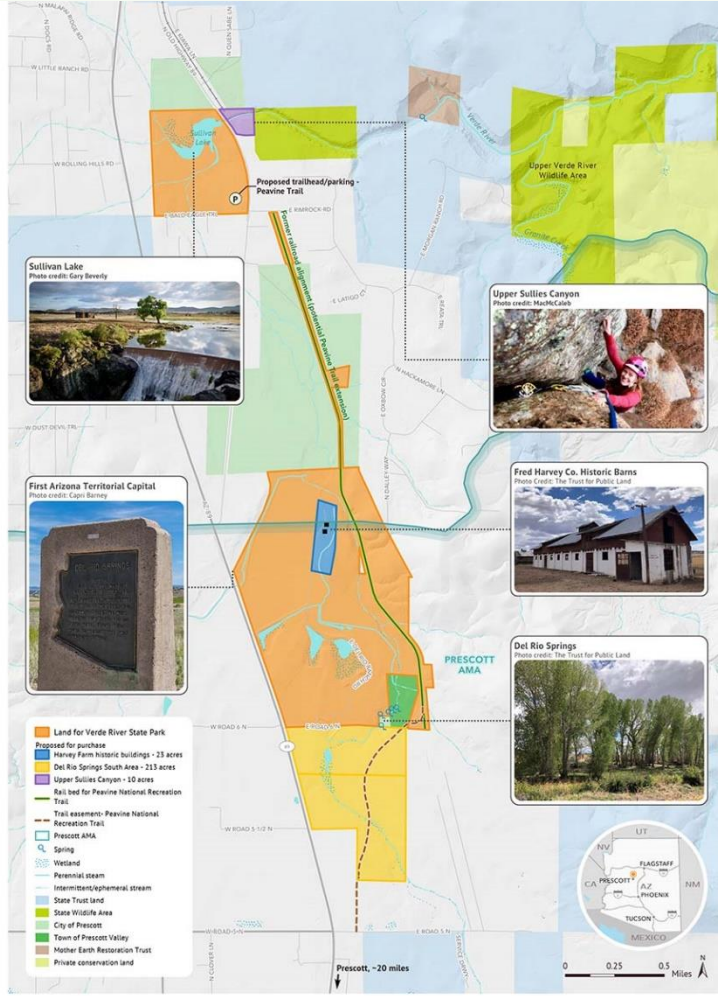
Only 14 offer camping to visitors....

Only 8 offer camping & are a near town or city



Catalina Tucson area
Dead Horse Ranch Cottonwood
Homolovi Winslow
Karchner Caverns Bensen
Lake Havasu Lake Havasu
Lost Dutchman Apache Junction
Lyman Lake St Johns
Roper Lake Safford

Important opportunities remain



- Extend Peavine Trail to Sullivan Lake/Verde River
- **Fred Harvey building parcel**
- Upper Sullies Canyon parcel

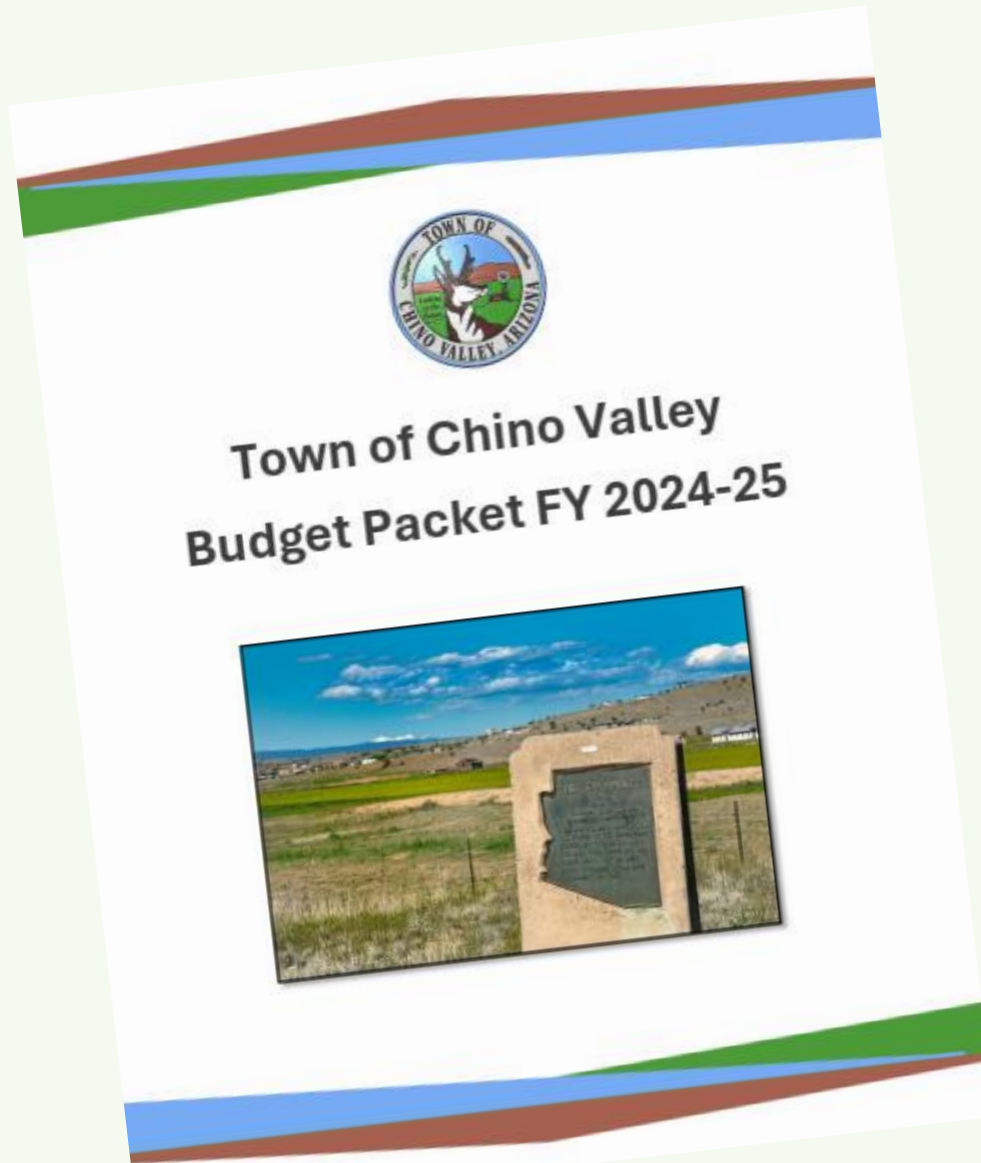
Verde River Headwaters State Park

TOWN OF CHINO VALLEY, ARIZONA

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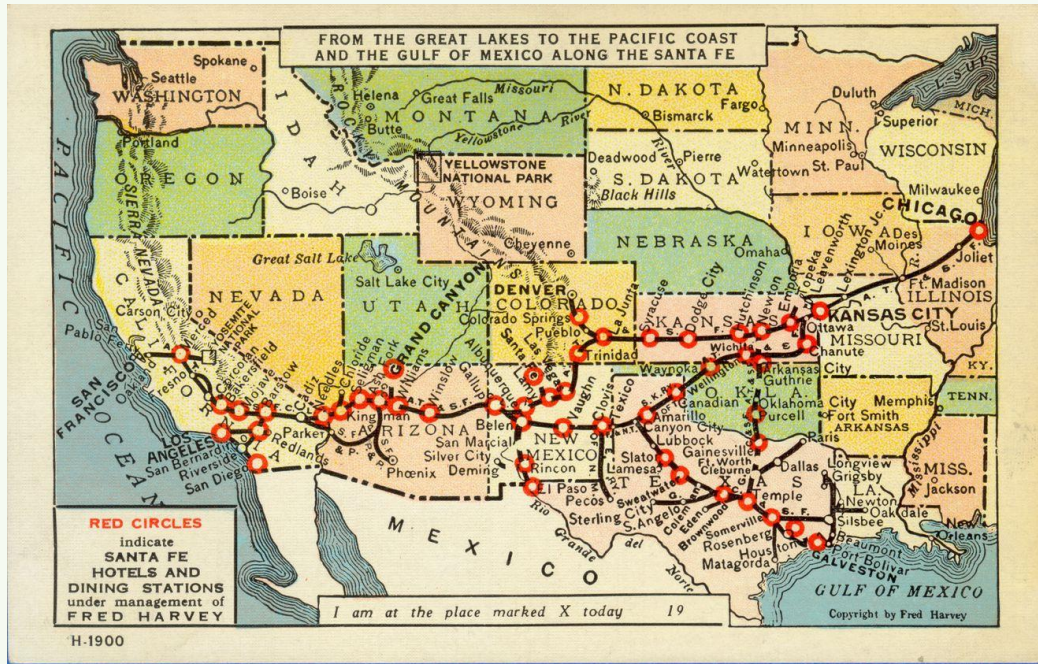
Purchase funds included in budget



Water & Land Stewardship

- \$5,050,000 for wastewater treatment plant improvements
- \$2,400,000 for continued PFAS remediation and efforts to supply redundancy in our water system
- \$258,000 for the purchase of land at Del Rio Springs
- \$65,000 for other water system improvements
- \$25,000 investment to move forward with the Peavine Trail

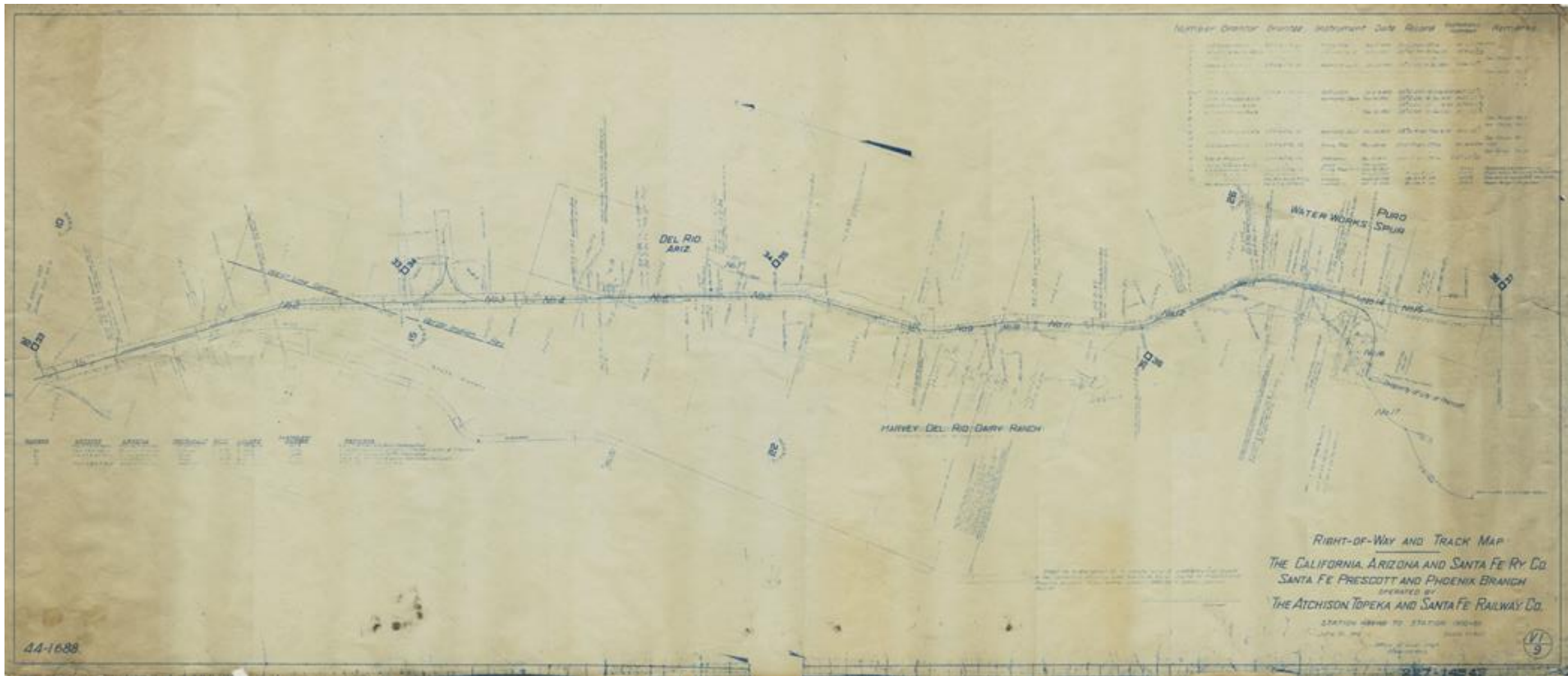
Land is of great historical importance to region

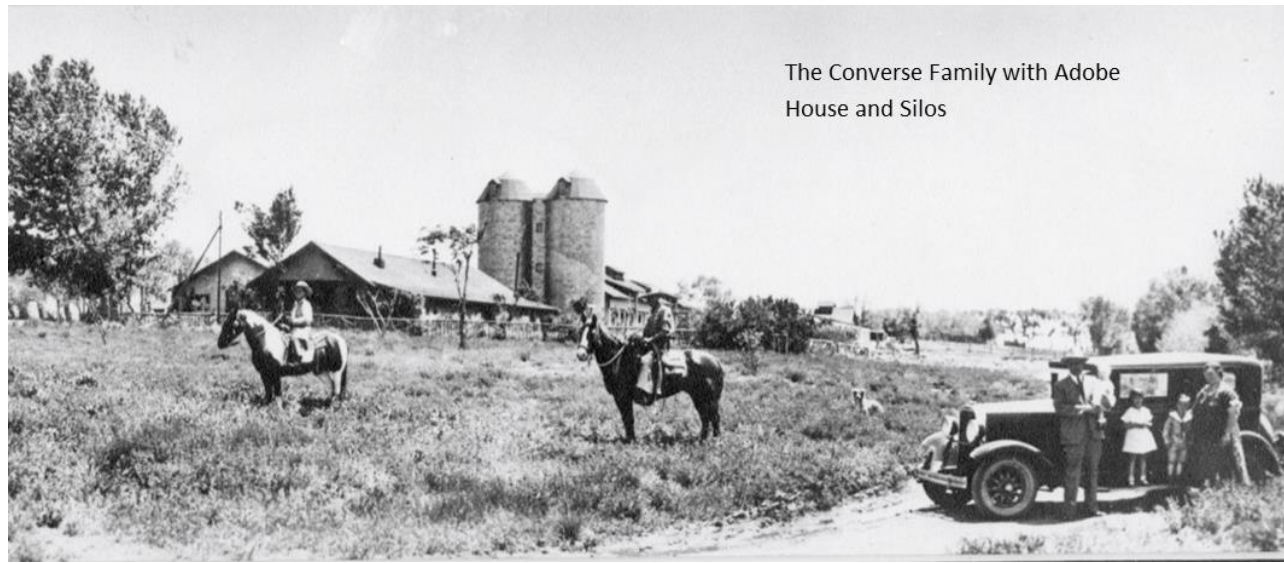


- Fred Harvey hotels & restaurants are a major part of the U.S. railroad history and establishment of tourist destinations in the west

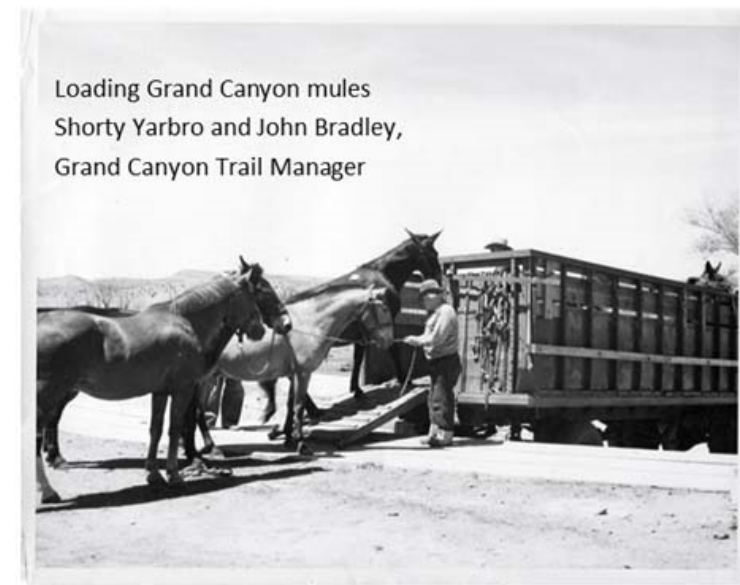
First restaurant chain in the country

- Harvey Farm in Chino Valley provided eggs, poultry, milk, ice & other produce to hotels from Santa Fe to Los Angeles
- Only remaining buildings associated with a Fred Harvey farm in the country
- Also, site of first territorial government of Arizona in 1863





The Converse Family with Adobe House and Silos



Loading Grand Canyon mules
Shorty Yarbrow and John Bradley,
Grand Canyon Trail Manager



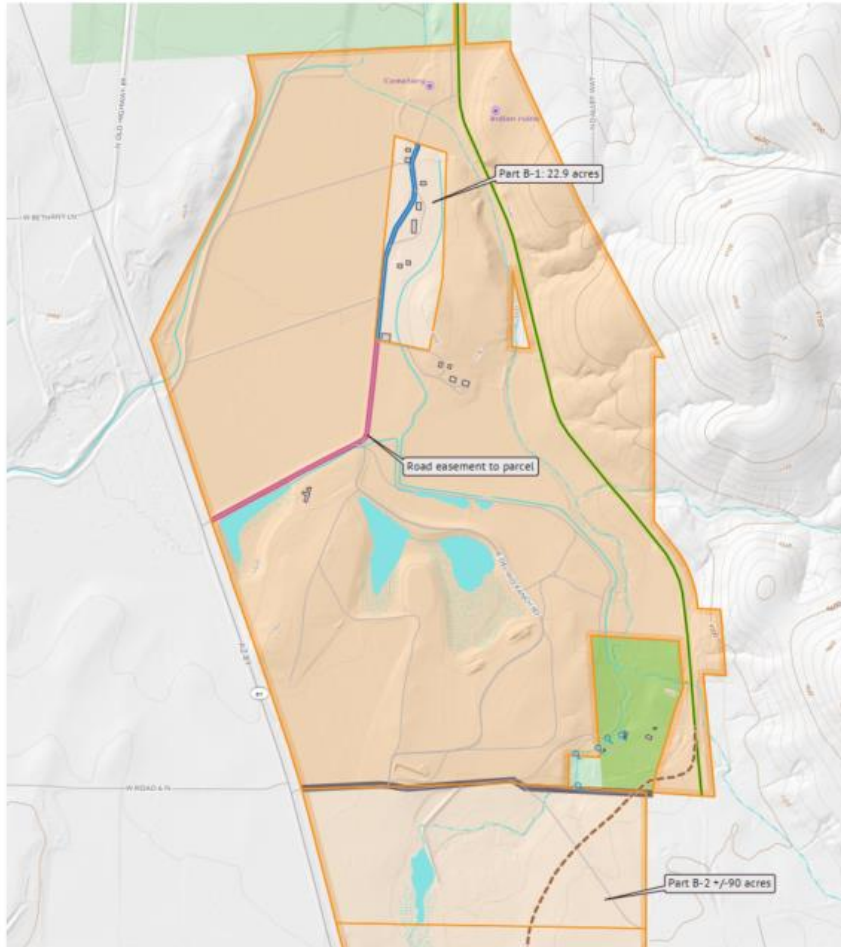
View of the ranch from culture site
above the former railroad



Mule Barn

Milk House & Ice
Making

Fred Harvey building parcel



- 22.9 acres surrounded by state park land
- Contains three historic buildings and four barns
- Appraised value of \$570,000
- Can be purchased by Town for \$150,000
Includes benefits of contribution by private donor and a bargain sale from sellers
- Vehicle access can be controlled with locked gate



TRUST FOR
PUBLIC
LAND™



Michael Patrick

Cell (505) 62-3966
michael.patrick@tpl.org

Connecting everyone to the outdoors™

Questions and Discussion

STABILIZATION OF THE 1913 RANCH BUILDINGS AT DEL RIO RANCH Chino Valley, Arizona



Otwell Associates Architects
November 15, 2024

THE DAIRY BARN

The dairy barn is approximately 4025 square feet on the ground level with a full hay loft above. The structure is a poured in place concrete with a 2 x 4 frame upper level and site-built truss roof with four shed dormers and a center cupola. The roof covering is corrugated metal. There are enough original components to allow for an accurate restoration of the original configuration, including doors, windows and various original components, including the milking stalls.

Recommended Treatments:

1. Repair southwest corner of roof.
2. Replace all fascia material.
3. Prep, prime and paint upper-level siding and operable doors.
4. Install plywood to cover door and window openings.
5. Remove metal roofing and install ½" OSB sheathing over space sheathing. Install new metal roof with flashing over underlayment.



View of southwest corner.



South elevation showing required soffit repairs & missing doors. Upper hay Loft doors to be covered with OSB panels.



West elevation, cover windows with OSB on north dormer, leave doors in place & cover with OSB. All other openings, cover with OSB.



North elevation, preserve and paint doors on lower level, preserve upper doors, Cover opening with OSB. Note: the track was used to transport milk cans to the Milk barn.



East elevation, paint doors, cover windows with OSB.



Partial north elevation.



Interior showing milking stalls



Typical exterior condition.



South hay loft door, preserve and cover with OSB on exterior.



Hayloft window, originally glazed, covered with chicken wire.



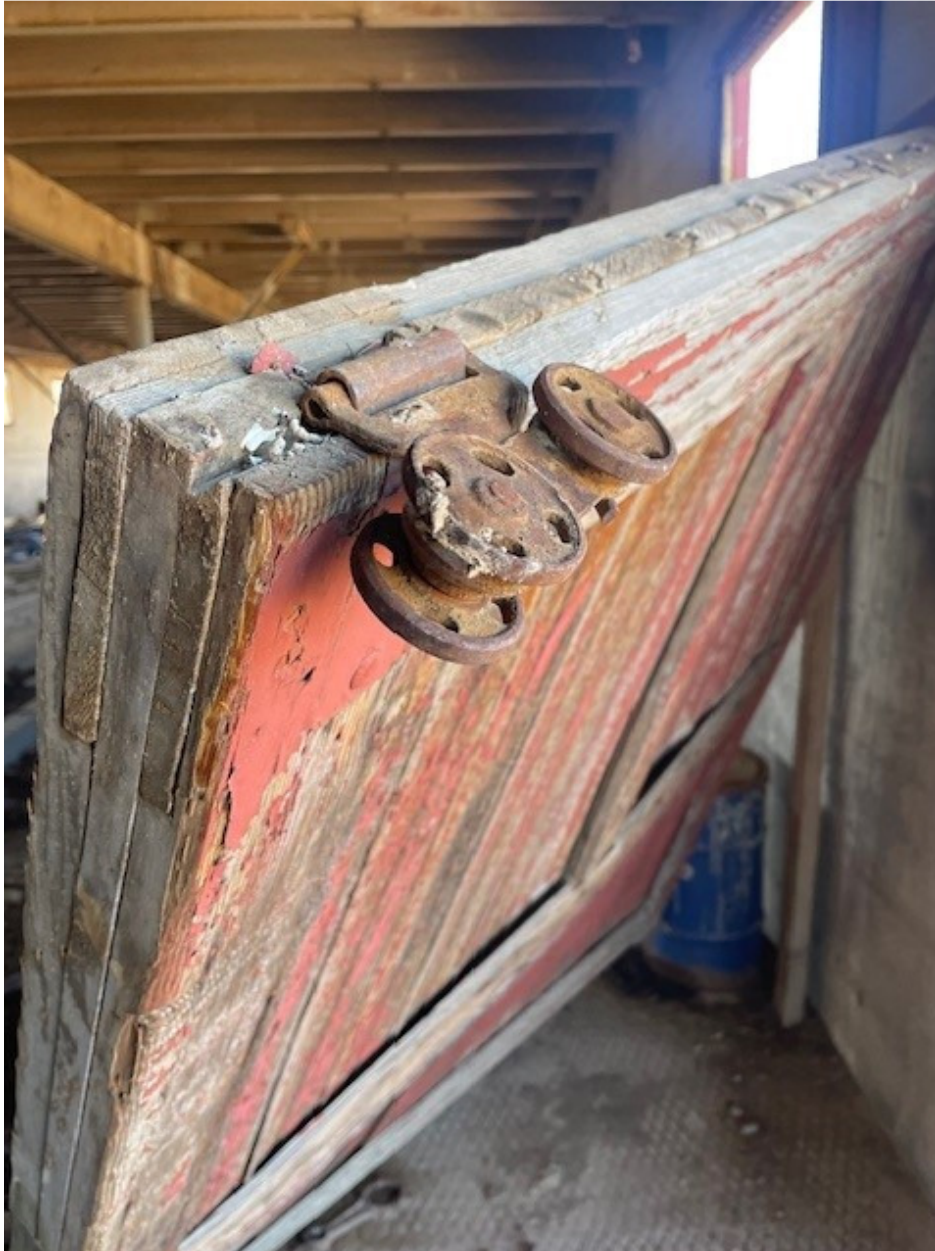
Hay bale transport track at cross tie in hayloft roof.



Typical condition of hay loft.



Hay loft access hatch showing original metal ceiling panels to keep milling space clean.



Sliding barn door, preserve.

Note: Removal of debris by others.

THE MILK BARN

The milk barn is a single story poured in place concrete structure with a steel I-beam roof structure with a corrugated metal roof, approximately 2470 square feet. Some steel doors are intact. Steel casement windows are partially intact with some broken panes.

Recommended Treatments:

1. Repair metal roof.
2. Fill diagonal cracks on north wall, northeast corner.
3. Re-glaze broken windows.
4. Board up door opening on south wall.



Southwest corner.



South elevation, showing track from dairy barn. Gunite stucco finish on poured In place concrete walls.



West elevation.



North elevation, replace glazing, repair crack at northeast corner.



East elevation.



Milk barn interior.



Milk barn interior.



Door in cold storage room.

THE BUNKHOUSE

The bunkhouse is a two-story frame structure with a wood shingle roof on spaced sheathing. Original windows have been replaced with single-hung aluminum units. Historic photos show that the current front porch and entry door on the south side were originally on the west façade.

The 1 x 8 tongue and groove siding was covered up with a thin layer of foam and vinyl siding, which has completely failed.

Recommended Treatments:

1. Remove and shingle roof, cover spaced sheathing with ½" OSB panels, underlayment and class A fiberglass shingles.
2. Remove remaining vinyl siding, foam underlayment and nails. The condition of door and window frames under the vinyl components is unknown. The siding tends to trap moisture, so repairs in the future may be required. Leaving vinyl trim components in place may be appropriate.
3. Prep, prime and paint 1 x 8 tongue and groove siding.



South elevation, remove remaining vinyl siding, foam and nails.



East elevation.



North elevation.



West elevation. Remove nails, prep, prime and paint siding.



Bunkhouse interior.



Bunkhouse interior.



Kitchen.

MULE BARN



East elevation, south wall leaning. No foundation, earth to wood contact.



North elevation.



West elevation.



South elevation.



Stalls before bored mules.



Stalls, feed chutes and feed troughs.





Interiors showing metal ceiling and dirt floor.





Stalls.



Door.



Exterior door. Railroad tie floor, may contain toxic materials.

CONTRACTOR ESTIMATES
Wood Component Repair & Painting
Roof Repair and Replacement
Fence Off Mule Barn

Central Basin Roofing, Inc.

331 N Arizona Ave
Prescott, AZ 86301
928-778-5819
CR 056519



Estimate

DATE

10/29/2024

cbrinc331@gmail.com

NAME / ADDRESS
BILL OTWELL 121 E GOODWIN STREET PRESCOTT, AZ 86303

JOB ADDRESS
BILL OTWELL 875 DEL RIO RANCH ROAD CHINO VALLEY, AZ 86323

JOB DESCRIPTION	JOB PRICE
GAF GRAND SEQUOIA SHINGLES WITH SILVER PLEDGE WARRANTY AND 10-YEAR WORKMANSHIP: BUNKHOUSE TEAROFF (19 squares): Remove existing roof(s) and haul away roofing debris. Lay plastic sheets on the ground to catch falling debris to allow for a thorough cleanup of the area. Inspect the roof deck and if damaged sheeting replacement is necessary, a separate bid will be provided and will need to be signed for approval. Leave the roof in a watertight condition daily. SHINGLES (19 squares): Install durable synthetic underlayment over the entire area as per manufacturer's specifications. Install 1.5" or 2" drip edge on perimeter edges depending on application requirement. Install one of our two highly recommended brands of sustainable shingles with nails in accordance with the manufacturer's recommended nailing pattern. Set the shingles in plastic roof cement around all pipe, vent and pan flashings. All large roof penetrations, skylights, dormer vents and chimneys will be 3-coursed with plastic roof cement and fiberglass webbing prior to shingle application. Paint all pipes and vents to match shingle color. Bottom flanges will come out on the tip of the shingles to allow proper water flow. All possible effort will be taken to ensure the installation of a quality roof system. *Install GAF Weather Watch to flashings and bottom perimeter edge. PLEASE WRITE DOWN YOUR COLOR CHOICES BELOW: *Homeowner to select shingle color: _____ *Homeowner to select drip edge color (Dark Brown, White, Mill Finish, Black): _____ Central Basin Roofing <i>Quality you can Trust!</i>	14,791.00

Due to frequent, unexpected price increases in our volatile market, we have been forced to make necessary changes to keep up with the current economic status. To secure price, material availability, and storage, this signed contract must be received within 30 days. Central Basin Roofing, Inc. will repair any major issues with the roof (i.e., leaks, wind damage) until the roof replacement is scheduled to be done. All work completed includes a 2-year workmanship warranty. Bid includes all applicable taxes and dump fees. The homeowner is responsible for re-alignment of any satellite dish or internet devices on the roof. Slight vibrations during installation could cause damage to fragile items inside. We suggest you take precautions with these items until the work is completed. You have the right to file a complaint with the Arizona Registrar office within a 2-year period for an alleged violation of section 32-1154 subsection A.

Please sign one copy and send back to Central Basin Roofing, Inc.

Thank you for choosing our team!

Arizona Preliminary 20-day notice in accordance with Arizona Revised Statute #33-992.01. This is not a lien or a reflection on the integrity of any contractor, subcontractor, or homeowner. Central Basin Roofing, Inc. is not responsible for the manufacturing of the products we install, or the length and type of coverage contained in the manufacturer's warranties. Payment is due in full upon completion. If payment(s) due hereunder are not made in accordance with the terms provided herein, the party obligated to make such payment(s) shall be liable for all collection costs, including reasonable attorney fees. A 1.5% service fee will be added to past due amounts. The prices above, specifications, and conditions are satisfactory and are hereby accepted. Your signature authorizes work to be done as specified. Estimate valid for 30-days.

ACCEPTANCE OF PROPOSAL:	Sales Tax (0.0%)	\$0.00
Authorized Signature	Date	TOTAL: \$14,791.00

Central Basin Roofing, Inc.
 331 N Arizona Ave
 Prescott, AZ 86301
 928-778-5819
 CR 056519



Estimate

DATE

10/29/2024

cbrinc331@gmail.com

NAME / ADDRESS
BILL OTWELL 121 E GOODWIN STREET PRESCOTT, AZ 86303

JOB ADDRESS
BILL OTWELL 875 DEL RIO RANCH ROAD CHINO VALLEY, AZ 86323

JOB DESCRIPTION	JOB PRICE
CORRUGATED METAL ROOF: DAIRY BARN TEAROFF (63 squares): Remove existing roof(s) and haul away roofing debris. Lay plastic sheets on the ground to catch falling debris to allow for a thorough cleanup of the area. Inspect the roof deck and if damaged sheeting replacement is necessary, a separate bid will be provided and will need to be signed for approval. Leave the roof in a watertight condition daily. CORRUGATED METAL ROOF (63 squares): Install Corrugated Galvalume panels over one layer of high temp synthetic underlayment. Install foam closure strips on bottom edges between the drip edge and the roof panels and at hip and ridge junctions with field panels. Install butyl rubber seal tape on every panel lap for maximum weather tolerance. Screw panels in place with #12 x1" hex head screws with neoprene washers. Paint all flashings at pipes and vents to match the roof color. All possible effort will be taken to ensure the installation of a quality roof system. *All woodwork to be done by others. *60% material payment due at signing. (\$43,101.00)	71,835.00

Due to frequent, unexpected price increases in our volatile market, we have been forced to make necessary changes to keep up with the current economic status. To secure price, material availability, and storage, this signed contract must be received within 30 days. Central Basin Roofing, Inc. will repair any major issues with the roof (i.e., leaks, wind damage) until the roof replacement is scheduled to be done. All work completed includes a 2-year workmanship warranty. Bid includes all applicable taxes and dump fees. The homeowner is responsible for re-alignment of any satellite dish or internet devices on the roof. Slight vibrations during installation could cause damage to fragile items inside. We suggest you take precautions with these items until the work is completed. You have the right to file a complaint with the Arizona Registrar office within a 2-year period for an alleged violation of section 32-1154 subsection A.

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ACCEPTANCE OF PROPOSAL:	Sales Tax (0.0%)	\$0.00
Authorized Signature	DATE	TOTAL: \$71,835.00



B&M Remodeling
 1610 S. State Route 89 # C
 Chino Valley Az 86323
 Kenn@BandMremodelingservices.com
 928-775-5112 or Kenn Cell : 928-899-7142

Estimate

2410-2616-8535
 2024-10-27

Otwell William
 Del rio ranch
 Paulden Az 86334
 bill@otwell-architects.net
 (928) 713-0665

Del Rio Ranch
 Del rio ranch, Paulden, Az, 86334

<i>Description</i>	<i>Unit Price</i>	<i>Quantity</i>	<i>Total</i>
<u>Dairy barn fascia materials</u> 2x6x20 primed 2x6x16 primed	\$1,041.24	1.00	\$1,041.24
<u>Dairy barn fascia labor</u> Remove existing fascia, cut and install new fascia	\$540.00	18.00	\$9,720.00
<u>Dairy barn roof over O.S.B. materials</u>	\$20.32	187.00	\$3,799.84
<u>Dairy barn roof over labor</u>	\$50.00	187.00	\$9,350.00
<u>Dairy barn materials for boarding up windows/doors</u> 1/2" plywood and 2x materials	\$684.02	1.00	\$684.02
<u>Dairy barn 1x4 tooth-in broken areas labor</u>	\$425.00	1.00	\$425.00
<u>Dairy barn materials for tooth-in broken areas</u>	\$27.87	20.00	\$557.40
<u>Bunk house vinyl siding/foam/nails/soffit/clad fascia demo</u>	\$6,000.00	1.00	\$6,000.00
<u>Dump fee</u>	\$450.00	1.00	\$450.00
<u>Bunk house O.S.B. roof over materials</u>	\$20.32	60.00	\$1,219.20
<u>Bunk house roof O.S.B. roof over labor</u>	\$50.00	60.00	\$3,000.00

<u>Milk barn stucco crack</u>	\$250.00	1.00	\$250.00
<u>Boom lift</u> 10 days	\$1,400.00	2.00	\$2,800.00
<u>Fasteners</u>	\$376.33	1.00	\$376.33
<u>Dairy barn additional repairs needed for roofer</u> The roofer will need siding removed and replaced at all dormer and cupola areas in order to flash properly	\$2,300.00	1.00	\$2,300.00
<u>Dairy barn paint labor</u> Powerwash all upper siding / fascia & soffit then scrape & sand all peeling paint, caulk all large splits & needed knot holes and seams, apply 2 coats of solid stain on soffit & siding , prime then paint fascia 2 coats, clean up. NOT doing window / doors or block. Note : Need off road scissor lifts x 2 for a week	\$12,960.00	1.00	\$12,960.00
<u>Dairy barn solid stain materials</u> Superdeck solid stain may need more depending on absorption	\$55.44	34.00	\$1,884.96
<u>Dairy barn primer</u> Primer exterior wood/stucco primer	\$41.79	3.00	\$125.37
<u>Dairy barn Fascia paint</u>	\$66.30	5.00	\$331.50
<u>Dairy barn Job Supplies - Paint</u> paper , tape , plastic , caulking, fuel surcharge, mics supplies	\$145.00	9.00	\$1,305.00
<u>Dairy barn scissor lift for painters</u> off road scissor lifts x 2 for a week Includes rental / delivery / pick up and fuel	\$1,370.00	2.00	\$2,740.00
<u>Bunk House paint labor</u> powerwash exterior , caulk massive amount of nail holes from vinyl siding, scrape all peeling paint on siding / fascia & soffit, caulk all needed seams & knot holes, prep then apply 2 coats of solid stain on all siding and soffit, prep then prime then paint all fascia 2 coats, clean up.	\$1,440.00	7.00	\$10,080.00
<u>Bunk house solid stain materials</u> Superdeck solid stain may need more depending on absorption	\$55.44	32.00	\$1,774.08
<u>Bunk house primer materials</u> Primer exterior wood/stucco primer	\$41.79	2.00	\$83.58
<u>Bunk house exterior paint</u> Duration exterior satin paint	\$66.30	2.00	\$132.60
<u>Bunk house Job Supplies - Paint</u>	\$145.00	7.00	\$1,015.00

paper , tape , plastic , caulking, fuel surcharge, mics
supplies

Subtotal \$74,405.12
Tax \$1,766.76
Total \$76,171.88

Payments to be made as follows: 50% upon start & Balance upon completion unless agreed upon in this proposal. Acceptance of program is in effect once signed and will become a binding contract & agreement of the set above prices, specifications, conditions and are agreed upon to be satisfactory and accepted. B&M Builders & Remodeling is hereby authorized to schedule and perform the work listed above. All material is guaranteed to be as specified and the above work to be performed in accordance with the specification submitted for above work and completed in a substantial workmen like manner. Any additional material needed to complete this project that is not listed , will be the responsibility of the customer. Any material such as Lumber, steel, paint, etc that increases in cost once estimate is signed , will be the responsibility of the customer. On all new construction / remodel projects, B & M Builders & Remodeling only gives 2 hours /1 man for final touch ups and is not responsible if other trades damage anything after our work has been done. B & M Remodeling warranty's all concrete coatings but holds no responsibility on concrete coatings if "the concrete itself fails / cracks or out gasses" after the coating has been installed due to movement or moisture . B&M Builders & Remodeling holds no responsibility for contaminants in the air such as dust particles, etc., but will take every step necessary to maintain a clean environment. Any alteration or deviation from above specifications involving extra costs-will be discussed by both parties prior to purchase or work being done and will be executed only upon a written order and will become an additional charge over and above the original estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. This proposal maybe withdrawn if not excepted within 30 days. Once job is completed all BALANCES ARE DUE IN FULL WITHIN 7 DAYS of completion of job. Any unpaid balance paid after 7 days will occur a one time late fee of \$100.00 plus 5% per month of balance owed. Customer is responsible for all costs accumulated for nonpayment .By signing this estimate you are entering into a binding contract with B&M Builders & Remodeling and authorizing B&M Remodeling to proceed with work listed in this estimate. Please notify us 7 days in advance of any required schedule changes. Terminating contract once signed will result in a minimum of 25% of total job cost and any materials already purchased. Any and ALL attorney or court costs involving non payment and termination will be paid by breaching party. ALL bids are valid for 30 days from estimate date.

Signature _____ **Date** _____

FROST Structural Engineering

1678 Oaklawn Drive, Suite C
Prescott, Arizona 86305

Phone: 928.776.4757
frost-structural.com
Since 1995

November 1, 2024

Attention: William Otwell, Architect
Subject: **Del Rio Ranch Mule Barn**
Structural Condition Assessment
1250 E Road 6 North; (FSE Job #2024-211)
Chino Valley, AZ
APN# 306-40-064D

Bill,

At your request, a site visit to the above referenced project was conducted by our office on October 16, 2024. The purpose of the visit was to photograph the Mule Barn, take measurements, and gather information about the aging wood framed structure.

Verified Structure:

- Roof: 1x4 spaced horizontal wood sheathing supported by 2x10 wood roof joists. Roof joists are supported by 2 wood beam lines at 1/3 points of the floor plan. Wood beams supported by wood posts.
- Floor: 1x4 horizontal wood sheathing supported by 2x10 wood roof joists. Floor joists are also supported by 2 wood beam lines and wood posts.
- Walls: 2x4 and 2x8 studs at 24" o.c. with double top plate. Studs and joists are exposed on the inside – no interior sheathing or covering.
- Exterior: 1x4 horizontal wood sheathing nailed to studs.
- Foundation: Concrete curb, dirt floor.

Observations/Notes:

- The Mule Barn is part of a complex of structures that were built in about 1912 to supply Fred Harvey restaurants and hotels in northern Arizona along the Santa Fe line. Fresh mules and hay were also supplied to the Grand Canyon. The structure is over 115 years old.
- The roof shingles and windows have been missing for a long time – exposing the wood framing to the elements.
- The roof framing appears to be complete, but the beams are most likely undersized for snow loads.
- No significant signs of settlement.
- The main issue with the structure is the lack of shearwalls and solid shear on the roof. Without these important elements the structure is no longer plumb.
- Wood framing such as studs, posts and horizontal sheathing has been gnawed by the livestock. The wood is also exposed to the ground and in

FSE

FROST

some cases is below grade. We believe there has been some exposure to termites, although not extensively.

- Roof framing is warped and split because of exposure to snow and rain.
- The end wall stud framing was done incorrectly – the wall framing stops and starts again creating a structural failure hinge. This is why the end walls kink inward or outward.
- The entire structure appears to be only nailed and toe-nailed together. There are no other metal connectors between joists/walls/beams and posts.
- Foundation is only a 6" or 8" concrete curb – no strip footing. Dirt floor throughout. Depth of curb does not meet the frost depth requirement (18").

Assessments/Recommendations:

- It is our opinion the Mule Barn is not safe to occupy and is not worth saving as a usable structure. If desired, the structure could be made stable
- There are many code deficiencies. In addition the structure does not meet a level of safety where we would feel comfortable recommending public use or occupancy.
- We do not recommend saving and rehabilitating the structure because of cost. This would involve replacing all broken and rotted members, adding a functioning foundation with strip and pad footings. Adding metal connectors, plywood shear on all studs and roof joists.
- We recommend the Mule Barn be demolished.

Should you have any questions regarding the items discussed in this letter, please call or email.

Sincerely,

FROST Structural Engineering



Richard, K. Frost, PE, SE
Principal



EXPIRES 9/30/2026

Disclaimer: A guarantee that this building, home, or structure was built in complete compliance with all applicable building codes and the original plan documents is not intended with this letter. Our opinions are based on what we could see using non-destructive methods of gathering information. Unseen issues that are not mentioned here should not be construed to mean acceptance by FSE. These opinions were given at a moment in time, and do not warranty the structure for any period of time. We reserve the right to change our opinions should conditions change, or new information is made available.

FSE

Northern
Arizona
Concrete
Construction
P.O. Box 27828 Prescott Valley, AZ 86312

PAGE 1

CONTRACT PROPOSAL
Date Customer
11/11/2024 BILL OTWELL

Phone 928-772-6872 Fax 928-772-7723

All contract proposals are only good for 30 days due to continuous price increases in building materials such as:
construction aggregates, pavers, rebar, and redi-mix.

BILL OTWELL

845 DEL RIO RANCH ROAD
BARN DEMO

ITEM	DESCRIPTION	Terms: Net 10 days	Residential TOTAL
EXCAVATION	1. Mobilization of equipment to and from job site		\$1,500.00
	2. Porta John services		\$1,000.00
	3. Equipment / Labor to tear down barn and break up for transporting		\$18,510.00
	4. Haul off		\$3,850.00
	5. Dump Fees		\$7,500.00
	6. Includes all clean up and re-grade around where existing Demo/ Barn was		\$2,500.00

NO TAX

Conditions

Unforeseen difficulties that cause the usage for extra concrete will result in additional charges. The above includes un-level lots or building pads, rocky soil and excavation of ledge conditions. Change orders must be issued for any alterations made to contract proposal

Late Fee Late fees will be charged on all invoices over 30 days old at 2.49%

\$34,860.00



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 12/10/2024
CONTACT PERSON: Katie Pehl, Finance Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to accept the Annual Comprehensive Financial Report for Fiscal Year ending June 30, 2024.

SUMMARY:

Arizona Revised Statutes § 9-481 requires the Town to prepare annual financial statements and have them audited by an independent certified public accountant. Baker Tilly, US, LLP was retained by the Town to complete the independent audit of the Town's financial activities for the fiscal year ended June 30, 2024. The audit has been completed, and the final reports have been issued by the auditors. The Town is in compliance with applicable laws and financial standards, with no material weaknesses or significant deficiencies identified.

- The **Annual Comprehensive Financial Report (ACFR)** presents the Town's audited financial statements for the fiscal year, including a detailed account of revenues, expenditures, and changes in financial position. It provides transparency and accountability, reflecting the Town's financial health and compliance with generally accepted accounting principles (GAAP). This report is available to the public on the Town's website at <https://www.chinoaz.net/DocumentCenter/View/10330/Annual-Comprehensive-Financial-Report-ending-June-30-2024>.
- The **Annual Expenditure Limitation Report (AELR)** demonstrates the Town's compliance with Arizona's constitutional expenditure limitation, which is designed to ensure fiscal responsibility and align spending with available revenues and voter-approved parameters. This report is available to the public on the Town's website at <https://www.chinoaz.net/DocumentCenter/View/10331/Annual-Expenditure-Limitation-Report-ending-June-30-2024>.

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

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept the Annual Comprehensive Audited Financial Report and the Annual Expenditure Limitation Report for fiscal year ending June 30, 2024, as prepared by Baker Tilly US, LLP, Certified Public Accountants.

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Administer Oaths of Office to Mayor-Elect Tom Armstrong and Councilmembers-Elect Eric Granillo, Larry Holt, and Robert Switzer.

SUMMARY:

On August 13, 2024, Council adopted Resolution No. 2024-1268, adopting the results of the July 30, 2024, Primary Election. Per Town Code § 30-003, "The Mayor and Council members shall assume the duties of office at the first regularly scheduled meeting in December following an election at which the Mayor or Council members were elected." Arizona Revised Statutes § 38-232 provides that "...the oath of office shall be taken and subscribed as follows:...If elected, at any time after receiving the officer's certificate of election, and at or before commencement of the term of office."

As Certificates of Election were sent to the candidates elected at the Primary Election in July, Tom Armstrong, Eric Granillo, Larry Holt, and Robert Switzer, will all take their Oath of Office, after which they will assume the duties of office for the new terms.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6e
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to nominate and elect a Councilmember to serve as Vice-Mayor.

SUMMARY:

§ 30.021 VICE MAYOR.

At the first regular meeting in December following an election, the newly elected Mayor shall nominate one of the Council members as Vice Mayor, and, upon approval by the majority of the Council including the Mayor, the Vice Mayor shall be so elected and shall serve at the pleasure of the Council. The Vice Mayor shall perform the duties of the Mayor during the Mayor's absence or disability.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT?

N/A

ATTACHMENTS:

None



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6f
MEETING DATE: 12/10/2024
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Groundwater Extinguishment Credit Purchase Agreement with Alice E. Schofield, for 242.88 acre-feet of Extinguishment Credits in the amount of \$58,291.20.

SUMMARY:

The Town of Chino Valley is presented from time to time with an opportunity to purchase extinguishment water credits that can be used for certificate of assured water developments that the Town believes are important for the community. These are very important to the Town as it has very little of these vital water credits within its water resources portfolio or within the Prescott Active Management Area today. These credits could be utilized for Old Home Manor projects or other vital projects whereby the Council may consider selling these credits to vital projects within the Town. The Town has been presented with three similar water purchases in the past three years. This offer is presented by the estate of Alice Schofield on behalf of her children via power of attorney. They have offered the Town to purchase 242.88 acre-feet (AF) of water credits.

PREVIOUS ACTION:

The Town of Chino Valley has purchased these credits historically and understands the value of these very limited water resources. The Town has purchased 890.10 AF of extinguishment water credits at a purchase price of \$240 per AF credit (total of \$213,624) for the Wallace, Petersen, and McKaskle water purchases. The Town currently sells these credits at \$250 per AF credit, and thus it would make a small net value when sold.

STAFF RECOMMENDATION:

Approve the Groundwater Extinguishment Credit Purchase Agreement with Alice E. Schofield, for 242.88 acre-feet of Extinguishment Credits in the amount of \$58,291.20.

FISCAL IMPACT?

Available budget: General Capital Improvement Fund - Water System Development	\$462,360.00
Less this approval item: Purchase of 242.88 acre-feet of Extinguishment Credits from Alice E. Schofield	-\$58,291.20
Remaining budget: General Capital Improvement Fund - Water System Development	\$404,068.80

ATTACHMENTS:

1.	AGR - Extinguishment Credits Purchase Agreement - A. Schofield (001)(GR 11.14.24)(6371428.1)
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GROUNDWATER EXTINGUISHMENT CREDITS PURCHASE AGREEMENT

This Agreement is effective December 10, 2024, by and between ALICE E. SCHOFIELD ("Seller") and the TOWN OF CHINO VALLEY, an Arizona municipal corporation ("Buyer") (each, a "Party," and together, the "Parties").

RECITALS

A. Seller owns **242.88** acre-feet of merchantable and valid extinguished water supply credits (the "Credits") in the Prescott Active Management Area per Irrigation Grandfathered Right No. 58-100528.0003.

B. Buyer desires to purchase the Credits under the terms and conditions contained herein.

AGREEMENT

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

1. Effective Date. This Agreement shall be effective as of the date it is (i) approved by the Mayor and Common Council of the Town of Chino Valley, authorizing the execution of this Agreement by a representative of the Town, and (ii) fully executed by authorized representatives of the Seller and Buyer.

2. Agreement to Sell and Purchase Water Rights. Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and acquire from Seller, Seller's right, title, and interest in and to the Credits subject to the terms of this Agreement to the extent the Arizona Department of Water Resources ("ADWR") approves the Credits' transfer.

3. Purchase Price and Terms. Buyer shall pay Seller **\$58,291.20** for the Credits. In addition, Buyer agrees to pay the cost of executing a Conveyance of Extinguishment Credits (the "Conveyance") to transfer the Credits to Buyer.

4. Warranties of Seller. Seller hereby represents, covenants, and warrants to Buyer that the following are true now and will be at closing:

(a) Authority. Seller has the right and authority to enter into this Agreement and consummate the transactions intended in this Agreement.

(b) Title to the Credits. Seller has, or at closing will have, good and merchantable, fee simple title to the Credits. The Credits will be free and clear of all liens, security interests, mortgages, pledges, encumbrances, ditch fees, taxes and assessments, and charges or claims of whatever nature. The Credits are in good standing

with the ADWR, have not been forfeited or abandoned, and are not subject to judgment, suit, lien, receivership, or any other encumbrance whatsoever.

(c) Judgments or Litigation. Seller has no knowledge of any outstanding judgments against Seller that would in any manner affect this transaction's consummation or constitute any cloud upon the Credits' title. Seller has no knowledge of any pending litigation, proceedings, or investigations, or any threats of litigation, proceedings, or investigations that might result in any cloud upon the Credits' title or any other material change in the Credits' value.

(d) Continued Cooperation. Seller shall, within reason, cooperate with Buyer before, during, and after closing to effectuate the transactions contemplated in this Agreement, including, without limitation, the execution of any documents or the taking of any action (or the restraining from taking of any action) necessary or desirable to achieve the intended results herein.

6. Conditions Precedent. All Buyer's obligations to close this transaction are subject to the fulfillment of each of the following conditions before or at closing:

(a) Seller's Compliance. Seller will have performed and complied with all agreements and conditions required herein. Seller understands and agrees that it is necessary to execute and file the Conveyance with the ADWR.

(b) Proof of Title. Seller shall take action necessary to provide documentation reasonably requested by Buyer to prove or support the Credits' free and clear title and validity. The sale is subject to Seller being able to provide a letter from the ADWR evidencing the approval and processing of the Conveyance with free and clear title for the Credits. Buyer shall pay Seller for the Credits only upon issuance of the Conveyance by ADWR.

7. Fulfillment of Conditions Precedent. Upon fulfillment of the conditions precedent, the total purchase price of **\$58,291.20** shall be paid to Seller at closing.

8. Miscellaneous Provisions.

(a) Additional Documentation. Any other documentation required to close and consummate the transaction after the signing of this Agreement shall be made and delivered by the parties as required.

(b) Indemnification. Seller and Buyer shall each, to the extent permitted by law, indemnify and hold the other harmless from and against any and all claims, demands, causes of action, debts, or liabilities arising out of this transaction.

(c) Notices. All notices and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given and delivered, if mailed, certified postage prepaid:

If to Seller: Alice Schofield
c/o Eliot Hudson
109 Bacon Ct.
Lafayette, CA 94549

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

Copied to: Gust Rosenfeld, PLC
One East Washington Street, Suite 1600
Phoenix, Arizona 85004
Attn: Andrew J. McGuire

(d) Binding Effect. All of the agreements between the parties shall be binding upon and inure to the benefit of the parties, their successors, personal representatives, heirs, or assigns.

(e) Captions. The captions of any articles, paragraphs, or sections hereof are made for convenience only and do not control or affect the meaning or construction of any other provisions hereof.

(f) Attorney's Fees. Buyer and Seller shall be responsible for any fees or costs of their respective attorneys and consultants and any attorney's and consultant's fees incurred by them in the enforcement of any of the terms and provisions of this Agreement or in connection with the Credit described herein.

(g) Entire Agreement. This Agreement merges all previous negotiations between the parties hereto and constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof. No alteration, modification, or amendment hereto shall be valid except in writing and when signed by the parties.

9. Representations. All statements contained in this Agreement or any other instrument delivered by or on behalf of Seller as provided in this Agreement or in connection with this transaction will be deemed representations and warranties by Seller as provided in this Agreement. All representations, warranties, indemnities, and agreements made by Seller or Buyer in this Agreement shall survive closing.

10. Assignment. Buyer may assign this Agreement at Buyer's sole discretion without Seller's consent.

11. Conflict of Interest. This Agreement may be terminated in accordance with A.R.S. § 38-511.

[SIGNATURES FOLLOW]

The Parties have executed this Agreement as of the date set forth above.

SELLER:

ALICE E. SCHOFIELD

Alice E. Schofield by Elliot Hudson,
her Attorney-in-Fact, under power of
attorney, dated February 17, 2022

BUYER:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6g
MEETING DATE: 12/10/2024
CONTACT PERSON: Maggie Holmberg, Economic Development Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt Resolution No. 2024-1276 disbanding and dissolving the Economic Development Subcommittee.

SUMMARY:

In July of 2011, the "Economic Development Committee" held their first meeting. At the time, as with many of the former Council subcommittees no longer in existence, it was thought as the best way to share Economic Development information between staff and Council. After initial creation, the name of the group was officially changed to "Economic Development Subcommittee" and the newly created position of Economic Development Project Manager met with the subgroup of Council routinely throughout the year.

While there is a need for the Economic Development Manager to update the council on a regular basis, the prevailing wisdom is for those updates to be shared with the full Council rather than a subset. In place of subcommittee updates, the Economic Development Manager will give a presentation at a study session at least annually in addition to agenda items brought to Council requiring action or direction. This will allow for the entire council to participate in these economic development updates and discussions, assuring that all of Council is receiving the same information directly from staff. As such, staff recommends adopting Resolution No. 2024-1276 hereby disbanding and dissolving the Economic Development Subcommittee.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Adopt Resolution No. 2024-1276 disbanding and dissolving the Economic Development Subcommittee.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	RES 2024-1276 - Disbanding the Economic Development Subcommittee(6387292.1)
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RESOLUTION NO. 2024-1276

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, DISBANDING AND DISSOLVING THE ECONOMIC DEVELOPMENT SUBCOMMITTEE; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS.

WHEREAS, the Economic Development Subcommittee (the "Committee") consists of three Councilmembers who advise the Mayor and Town Council of the Town of Chino Valley (the "Town Council") on economic development matters; and

WHEREAS, the Town Council finds that it would be beneficial for Town Staff to present updates on economic development matters to all of the Town Council, rather than just three Councilmembers; and

WHEREAS, the Town Council further finds that the Committee is no longer needed.

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

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

SECTION 2. The Committee is hereby disbanded and dissolved, and its members are relieved of any further duties.

SECTION 3. All resolutions or parts of resolutions in conflict with the provisions of this resolution are hereby repealed.

SECTION 4. The Town Manager is authorized and directed to take all steps necessary to carry out the purpose and intent of this resolution.

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 10th day of December 2024.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

I hereby certify that the above foregoing Resolution No. 2024-1276 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on December 10, 2024, 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



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6h
MEETING DATE: 12/10/2024
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to adopt the 2025 Base Council Meeting Schedule.

SUMMARY:

Staff proposes the attached meeting calendar/schedule for 2025. The calendar includes regular meetings, the dates for agenda packet distribution, as well as holidays on which Town offices will be closed. With regard to August 2025, staff is proposing to reschedule the August 12th meeting in conjunction with the Council's desire to recess for a summer break to August 19, 2025, as well as canceling the August 26th meeting to allow for the participation in the League of Arizona Cities and Town's Annual Conference. With regard to November 2025, staff is proposing to reschedule the November 11th regular meeting in observance of Veterans Day, to November 18, 2025, as well as canceling the November 25th meeting to allow for the Thanksgiving holiday break.

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

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

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the 2025 Base Council Meeting Schedule.

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	2025 Council meeting schedule
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2025

Base Council Meetings/ Packet Distribution Schedule

January

01: New Year's Day (Wed)

20: M L King Jr. Day (Mon)

February

17: Presidents' Day (Mon)

May

26: Memorial Day (Mon)

July

04: Independence Day (Fri)

September

01: Labor Day (Mon)

November

11: Veteran's Day (Tue)

27: Thanksgiving Day (Thu)

December

25: Christmas Day (Thu)

Legend

	Town Offices Closed (M-Th)
	Regular Meeting (RM)
	Rescheduled Regular Mtg.
	RM Packet Distributed
	Meeting Cancelled

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

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

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

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

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

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

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

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

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

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

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

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