



TOWN COUNCIL NOTICE & AGENDA

EXECUTIVE SESSION TUESDAY, OCTOBER 28, 2025 5:00 PM

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

AGENDA

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



TOWN COUNCIL NOTICE & AGENDA

REGULAR MEETING TUESDAY, OCTOBER 28, 2025 6:00 PM

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

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

AGENDA

1. **CALL TO ORDER; PLEDGE OF ALLEGIANCE; ROLL CALL**
2. **INTRODUCTIONS, PRESENTATIONS, AND PROCLAMATIONS**
 - a. Discussion and update from Arizona Department of Environmental Quality (ADEQ) regarding the Circle K Store fuel release remediation.
 - b. Presentation of Proclamation by Mayor Tom Armstrong to Agape House declaring November 2025, Homelessness Awareness Month.
 - c. Presentation of Proclamation by Mayor Tom Armstrong declaring November 1, 2025, Extra Mile Day.
 - d. Presentation and discussion on East Road 4 South Sewer Extension Project Phase II.

- e. Presentation and update from Erin Deskins, Town Clerk, and staff, on functions of the Town Clerk's Office.

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

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

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

5. CONSENT AGENDA

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

- a. Consideration and possible action to approve the Accountability Contract with Yavapai Regional Transit in the amount of \$17,000 to help supplement the cost of local transportation.
- b. Consideration and possible action to accept a Utility Easement from Meurs Country West, LLC, for the maintenance and operation of a new 8-inch water main.
- c. Consideration and possible action to approve the Groundwater Extinguishment Credits Purchase Agreement with Rose Miserentino for 258.75 acre-feet of extinguishment credits in the amount of \$62,100.00 plus administrative fees.
- d. Consideration and possible action to approve the October 14, 2025, study session and regular meeting minutes.

6. ACTION ITEMS

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

- a. Public hearing, consideration, and possible action to approve Resolution No. 2025-1294 for the construction of a freestanding Electronic Message Center Sign for Living Waters Church.

Recommended Action: i) Hold a Public Hearing
ii) Approve Resolution No. 2025-1294

- b. Public hearing, consideration, and possible action on Ordinance No. 2025-957 regarding right-of-way frontage maintenance.

Recommended Action: i) Hold a Public Hearing
ii) Approve Ordinance No. 2025-957

- c. Consideration and possible action to accept conveyance of a Special Warranty Deed for real property situated in Yavapai County from the Chino Valley Cemetery Association to the Town of Chino Valley.

Recommended Action: Accept conveyance of a Special Warranty Deed for real property situated in Yavapai County from the Chino Valley Cemetery Association to the Town of Chino Valley.

- d. Consideration and possible action to approve Ordinance No. 2025-954 amending Town Code Chapter 91 regarding the Chino Valley Cemetery.

Recommended Action: Approve Ordinance No. 2025-954 amending Town Code Chapter 91 regarding the Chino Valley Cemetery.

7. ADJOURNMENT

Dated this 22nd day of October, 2025.

By: *Erin N. Deskins, Town Clerk*

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

Council meetings are live-streamed on the Town of Chino Valley website, www.chinoaz.net.

CERTIFICATION OF POSTING

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

Date: _____

Time: _____

By: _____
Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2b
MEETING DATE: 10/28/2025
CONTACT PERSON: Tom Armstrong, Mayor
ITEM TYPE: Proclamation

AGENDA ITEM TITLE:

Presentation of Proclamation declaring November 2025 as Homelessness Awareness Month.

ATTACHMENTS:

1.	Homelessness Awareness Month 2025
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PROCLAMATION

Homelessness Awareness Month - November 2025

Whereas, the Town of Chino Valley joins the nation in recognizing November as Homelessness Awareness Month; and

Whereas, last year, the Prescott area identified over 150 homeless students. Agape House of Prescott works to reduce the number of homeless families by walking alongside families as they rebuild and turn their lives around; and

Whereas, since its incorporation in 2013, Agape House has had an 86% success rate of families living independently one year after graduation from Agape House.

Now, Therefore, I, Tom Armstrong, Mayor of the Town of Chino Valley, do hereby proclaim November 2025 as **Homelessness Awareness Month in Chino Valley** and encourage the residents of Chino Valley to give back and become involved with Agape House of Prescott in their vision to provide a pathway to independence for families in crisis.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 28th day of **October 2025**.



Tom Armstrong, Mayor

ATTEST: Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2c
MEETING DATE: 10/28/2025
CONTACT PERSON: Tom Armstrong, Mayor
ITEM TYPE: Proclamation

AGENDA ITEM TITLE:

Presentation of Proclamation declaring November 1, 2025, as Extra Mile Day.

ATTACHMENTS:

1.	Extra Mile Day 2025
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PROCLAMATION

Extra Mile Day - November 1, 2025

Whereas, Chino Valley, Arizona is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively "go the extra mile" in personal effort, volunteerism, and service; and

Whereas, Chino Valley, Arizona is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Chino Valley, Arizona is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

Whereas, Chino Valley, Arizona acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2025;

*Now, Therefore, I, Tom Armstrong, Mayor of the Town of Chino Valley, do hereby proclaim November 1, 2025, to be **EXTRA MILE DAY** and urge each individual in the community to take time on this day to not only "go the extra mile" in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.*

*In Witness Whereof, I have hereunto set my hand and caused the Seal of the Town of Chino Valley to be affixed this 28th day of **October 2025**.*



Tom Armstrong, Mayor

ATTEST: Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 2d
MEETING DATE: 10/28/2025
CONTACT PERSON: Terri Denemy, Town Manager, Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Presentation

AGENDA ITEM TITLE:

Presentation and discussion on East Road 4 South Sewer Extension Project Phase II.

SUMMARY:

The East Road 4 South Sewer Extension Project Phase I, approved by Council on April 9, 2024, brought Town sewer infrastructure to Picacho Boulevard between State Route 89 and South Road 1 East. Circle K purchased property at the southwest corner of the parent parcel abutting East Road 4 South and State Route 89 for construction of a new store. In order for the town to require the Circle K project to connect to Town sewer, per code, our sewer infrastructure must be at their property line. Staff will engage Town Council in a cost-benefit discussion of extending the town sewer from its current terminus to the Circle K property line, thereby requiring Circle K to connect their project to the town sewer system. If the sewer main is not extended, Circle K intends to develop the project on a septic system with the knowledge that when the infrastructure is extended to their property line they will be required to connect within 12 months of notification by the town.

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: 10/28/2025
CONTACT PERSON: Jessi Sorteberg, Executive Analyst
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Accountability Contract with Yavapai Regional Transit in the amount of \$17,000 to help supplement the cost of local transportation.

SUMMARY:

The Accountability Contract between the Town of Chino Valley and Yavapai Regional Transit (YRT) establishes the terms under which the Town will provide annual funding to support YRT's public transportation services. If approved, the agreement will be effective November 1, 2025, through June 30th, 2026, with the option for up to three one-year renewals subject to funding availability and performance review. The town has already supplemented YRT's Paulden Plunge in the amount of \$3,000 in FY 2025-26, and will agree to provide an additional \$17,000 to support the operative functions of YRT through June 30, 2026, which will be paid on November 1, 2025.

A maximum of \$20,000 per renewal year may be distributed in installments based on satisfactory performance. For renewal term periods, the first installment of \$10,000 will be disbursed on July 1, the second installment of \$7,000 will be disbursed on January 1 of the following calendar year, and the third and final installment of \$3,000 for the Paulden Plunge will be disbursed May 1. Of the total distribution amount, \$17,000 will support daily operations, and \$3,000 will be designated for costs associated with the Paulden Plunge community shuttle. The contract ensures accountability through quarterly financial and ridership reports to the Town Manager, an annual presentation to the Town Council, and Town authority to inspect records or terminate the agreement for nonperformance, non-appropriation, or convenience.

Under the scope of services, YRT will continue operating fixed-route and regional transit within Chino Valley and connections to Prescott and Prescott Valley, providing weekday service, ADA-compliant accessibility, and the seasonal community shuttle to the Paulden Plunge. The agreement underscores fiscal oversight, transparency, and performance accountability to ensure that Town funding directly supports accessible, reliable, and equitable public transit for the Chino Valley community.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Approve the Accountability Contract with Yavapai Regional Transit in the amount of \$17,000 to help supplement the cost of local transportation.

FISCAL IMPACT?

Available budget: General Fund - Outside Agency Contributions - YRT	\$17,000.00
Less this approval item: YRT Accountability Contract Contribution - Initial Term	<u>-17,000.00</u>
Remaining budget: General Fund - Outside Agency Contributions - YRT	\$0.00

Each renewal term the Council will consider an amount up to \$20,000 (general operations \$17,000; Paulden plunge \$3,000) during the budget process.

ATTACHMENTS:

1.	YRT Accountability Contract
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**ACCOUNTABILITY CONTRACT
BETWEEN THE TOWN OF CHINO VALLEY, ARIZONA
AND THE YAVAPAI REGIONAL TRANSIT**

This Accountability Contract is entered into on _____, 2025, by and between the Town of Chino Valley, an Arizona municipal corporation ("Town"), and the Yavapai Regional Transit, an Arizona non-profit corporation ("YRT") (each a "Party," and collectively, the "Parties").

BACKGROUND

A. YRT's vision is to provide safe, efficient, reliable, and accessible public transportation in and around Chino Valley, Prescott, and Prescott Valley.

B. The Chino Valley Town Council finds that YRT provides services that benefit the Chino Valley community and should receive public funding to support its facility, services, and operations.

AGREEMENT

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

1. Contract Duration:

1.1 Initial Term: This Contract shall be effective as of November 1, 2025, and shall remain in full force and effect through June 30, 2026 (the "initial Term"), unless terminated as otherwise provided in this Contract.

1.2 Renewal Terms: After the expiration of the Initial Term, this Contract may be renewed for up to three successive one-year terms (each, a "Renewal Term"), subject to availability and appropriation of funds for renewal in each subsequent year, if (i) renewal is deemed in the best interests of the Town, (ii) at least 30 days before the end of the then-current term, YRT requests, in writing, to renew this Contract for an additional one-year term, and (iii) the Town approves the one-year renewal in writing (including any price adjustments), as evidenced by the signature of the Mayor or Town Manager thereon, which approval may be withheld by the Town for any reason. The YRT's failure to seek a renewal of this Contract shall cause this Contract to terminate at the end of the then-current term; provided, however, that the Town may, at its discretion and with the agreement of YRT, elect to waive this requirement and renew this Contract. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Contract shall remain in full force and effect.

2. Scope of Services:

2.1 YRT Responsibilities: YRT agrees to use the funds described in Section 3 to provide services meeting the criteria outlined in the Scope of Services attached hereto as Exhibit A and incorporated herein (the “Services”), and to use the funds from the Town for those purposes only. YRT also agrees to maintain accurate and timely financial records to enable the Town to verify that the funds provided under this Contract are expended in accordance with this Contract. YRT shall be responsible for compliance with all applicable federal, state, and local laws and regulations.

3. Compensation:

3.1 The Town will provide \$17,000 of funding to YRT for the Initial Term and up to \$20,000 for each Renewal Term, if any, for the Services outlined in Exhibit A.

3.2 For the Initial Term, the Town will provide the funding in a single payment of \$17,000 on November 1, 2025. For each Renewal Term, the Town will distribute the funding in three payments: the first of \$10,000 on July 1, the second of \$7,000 on January 1 of the following year, and the final payment of \$3,000 for the Paulden Plunge on May 1. The release of each payment is expressly contingent upon the Town Manager determining, in the Town Manager’s reasonable discretion, that YRT has satisfactorily performed and delivered the Services in accordance with this Contract.

3.3 YRT shall designate \$17,000 to operations, and \$3,000 shall be designated to the Paulden Plunge Program.

4. Reporting Requirements:

4.1 Annual Presentation: YRT shall provide a formal presentation to the Town Council between January 1 and March 31 of each year detailing its finances and performance in providing the Services.

4.2 Quarterly Reporting: YRT shall submit written quarterly reports to the Town Manager within 30 days following the close of each calendar quarter. Each report shall include ridership data and an itemized report evidencing how YRT expended the funds received from the Town.

5. Annual Review: On an annual basis, at least 30 and not more than 60 days before the end of the term of this Contract, the Town and YRT shall meet to conduct a comprehensive evaluation and review of YRT’s performance.

6. Inspection: Within five days of receipt of a written request from the Town, YRT agrees to open for inspection and to make available all financial records relating to the Services.

7. Contract Noncompliance: If the Town, in its sole discretion, determines YRT is in breach of this Contract, the Town shall give YRT written notice of the specific

area of noncompliance. YRT shall comply within 30 calendar days of the date of the notice.

8. Termination; Cancellation: The Town may, by written notice to YRT as set forth in this Section, terminate this Contract in whole or in part.

8.1 For the Town's Convenience: This Contract is for the convenience of the Town and, as such, may be terminated without cause after receipt by YRT of written notice by the Town. Upon termination for convenience, the Town shall pay YRT for all undisputed Services performed to the termination date.

8.2 For Cause: If YRT fails to perform any obligation pursuant to this Contract and fails to cure its nonperformance within 30 days after notice of nonperformance is given by the Town, YRT will be in default. In the event of such default, the Town may terminate this Contract immediately for cause and will have all remedies that are available to it at law or in equity, including, without limitation, the remedy of specific performance. If the nature of YRT's nonperformance is such that it cannot reasonably be cured within 30 days, then YRT will have such additional periods of time as may be reasonably necessary under the circumstances, provided YRT immediately (1) provides written notice to the Town and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, YRT shall immediately return to the Town all funds not spent for the Services described in Exhibit A.

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

8.4 Non-Appropriation: The Town is obligated only to pay its obligations set forth in this Contract as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then-current fiscal year. The Town's obligations under this Contract are current expenses subject to the "budget law" and the unfettered legislative discretion of the Town concerning budgeted purposes and appropriation of funds. Should the Town elect not to appropriate and budget funds to pay its Contract Obligations, this Contract shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose, and the Town shall be relieved of any subsequent obligation under this Contract. The parties agree that the Town has no obligation or duty of good faith to budget or appropriate the payment of the Town's obligations set forth in this Contract in any budget in any fiscal year other than the fiscal year in which this Contract is executed and delivered. The Town shall be the sole judge and authority in determining the availability of funds for its

obligations under this Contract. The Town shall keep the YRT informed as to the availability of funds for this Contract. The obligation of the Town to make any payment pursuant to this Contract is not a general obligation or indebtedness of the Town. YRT hereby waives any and all rights to bring any claim against the Town from or relating in any way to the Town's termination of this Contract pursuant to this Section.

9. Indemnification: YRT agrees to hold harmless and indemnify the Town from any loss, damage, liability, cost, charge, or expense, whether direct or indirect, including reasonable attorneys' fees, and whether to any person or property to which the Town, its agents, employees, or said parties may be subject to related to the Services, including, but not limited to, actions for bodily injury, illness, death, or property damage.

10. Independent Contractor: YRT is an independent contractor and not an agent or employee of the Town. YRT shall supervise and direct the Services using YRT's best skill and attention. YRT shall be solely responsible for all staffing, curriculum, scheduling, supplies, equipment, and transportation of participants to events for Services. YRT shall be responsible for its employees, volunteers, the Town employees, and other persons performing any services related to the Services outlined in this Contract.

11. Entire Contract; Amendments: This Contract represents the entire Contract between the Parties concerning the subject matter. The Parties may only amend this Contract through an appropriate writing signed by both Parties.

12. Assignment Prohibited: YRT shall not assign any rights acquired through this Contract without first obtaining the Town's written consent.

13. No Discrimination: Neither YRT nor its employees or agents will discriminate on the basis of race, religion, handicap, gender, or national origin in providing the Services.

14. Immigration Law Warranty: As required by A.R.S. § 41-4401, YRT hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). YRT further warrants that after hiring an employee, YRT verifies the employee's employment eligibility through the E-Verify program. If YRT uses any subcontractors in the performance of the Services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employee's employment eligibility through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract, subject to penalties up to and including termination of the Contract. YRT is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. The Town, at its option, may terminate this Contract after the third violation. YRT shall not be deemed in material breach of this Contract if YRT or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 3-214(A). Town retains the legal right to inspect the papers of any YRT or subcontractor employee who

works on this Contract to ensure that the YRT or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

15. Forced Labor of Ethnic Uyghurs: To the extent applicable under A.R.S. § 35-394, YRT warrants and certifies that it does not currently, and agrees that it will not use, for the duration of the Contract, the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

16. Notices: Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below, or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection:

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

YRT:
Tom Stultz
Yavapai Regional Transit, Inc.
P.O. Box 1157
Chino Valley, Arizona 86323

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

17. Non-Disparagement: The Parties shall not disparage the other, its agents, or employees, or otherwise take any action that one could reasonably expect to adversely affect the other Party, its agents, or employees. Address concerns about the Town or YRT activities or policies with the Town's Economic Development Project Manager or designee or the YRT Board President or designee, respectively.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

“YRT”

“Town”

(Signature)

Tom Armstrong, Mayor

Print Name

Town of Chino Valley
202 North State Route 89
Chino Valley, AZ 85323
(928) 636-2646

Title

ATTEST:

Address

Erin N. Deskins, Town Clerk

City State Zip Code

APPROVED AS TO FORM:

Telephone No.

Andrew J. McGuire, Town Attorney
Gust Rosenfeld, PLC

EXHIBIT A
YAVAPAI REGIONAL TRANSIT, INC
EIN #46-1374771
501c(3) Non-Profit Entity

Scope of Services

For the consideration provided in the Contract, YRT shall provide fixed-route public transit services within the Town of Chino Valley and regional connections to Prescott and Prescott Valley, as outlined below:

- a. Chino Valley Local Service: Within the Town of Chino Valley, Yavapai Regional Transit (YRT) operates a fixed-route service with eleven designated bus stops. Service is available Monday through Friday, from 8:00 a.m. to 6:00 p.m., with buses arriving at each stop on an hourly schedule.

To accommodate higher ridership demand during the morning peak period, YRT operates an additional bus on the route until 12:00 p.m. This enhancement increases service frequency at each stop to every 30 minutes, improving on-time performance and providing additional seating capacity for passengers.

- b. Regional Service and Transit Hub: The Safeway store located at Road 2 North and State Route 89 functions as the primary transit hub for Chino Valley passengers. From this hub, riders may transfer at no additional cost to YRT routes serving Prescott and Prescott Valley.
 - i. Prescott Service: Operates Monday through Friday with four route delivery times and four designated stops in Prescott.
 - ii. Prescott Valley Service: Extends service every Wednesday to Prescott Valley with three designated bus stops. All stops are clearly identified with official YRT bus signage.
- c. Accessibility and Seasonal Services: All buses are equipped with bicycle racks that accommodate up to two bicycles, supporting multi-modal connections for riders. In addition, during the summer months, YRT partners with Paulden and Chino Valley community organizations to operate a seasonal shuttle service to the Chino Valley Aquatic Center. This service runs for an eight-week period and ensures local children have reliable access to the Town's public pool.
- d. Transportation Services to Persons with Disabilities or Persons Sixty Years of Age or Older: YRT provides accessible transportation in full compliance with the Americans with Disabilities Act (ADA) and its contract with the Arizona Department of Transportation. YRT operates a deviated fixed-route system, allowing buses in Chino Valley to deviate up to one mile from the regular route, and buses in Prescott and Prescott Valley to deviate up to a quarter of a mile from the regular route to pick up or drop off passengers whose disabilities prevent them from reaching the bus stop. Riders must request deviations at least one day in advance.

All YRT buses are ADA-accessible, equipped with lifts and securement systems for up to two wheelchairs or scooters. Drivers receive specialized training to ensure safe and respectful service for passengers with disabilities.

- e. Fee Structure: Fares are regularly \$2.00 per rider, \$1.00 for persons with disabilities and seniors, and free for Veterans. The YRT board voted to suspend all fares during the COVID pandemic and may consider reinstating them in the future.
- f. Participation with the Town:
 - i. At least annually, YRT will report to the Town Council, detailing YRT's finances, mission status, ridership, and performance in providing the services outlined herein.
 - ii. Quarterly, YRT will provide the Town Manager with written reports of YRT performance, financials, and ridership.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5b
MEETING DATE: 10/28/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to accept a Utility Easement from Meurs Country West, LLC, for the maintenance and operation of a new 8-inch water main.

SUMMARY:

Meurs Country West is currently constructing a 32-space RV Park on parcel #306-23-003B, just south of the Post Office, adjacent to Country West Mobile Home Park. In order to meet fire flow and domestic water demands of the new project, Meurs Country West has constructed an 8-inch water main within the Country West Mobile Home Park (306-23-011A) between the Town's 12-inch water main to the south and Country West's main east-west access road (Park Place) in order to serve the new RV Park with a 2-inch water meter and fire hydrant. The new main resides within the alley between Aspen (spaces 1-14) and Birch (spaces 15-29).

The proposed Utility Easement will grant the Town access and ability to maintain and operate the new water main, hydrant, and water meter following the warranty period. All water infrastructure past the Town's meter will be owned and maintained by Meurs Country West.

PREVIOUS ACTION:

N/A

STAFF RECOMMENDATION:

Accept a Utility Easement from Meurs Country West, LLC, for the maintenance and operation of a new 8-inch water main.

FISCAL IMPACT?

There is no direct fiscal impact associated with this request.

ATTACHMENTS:

1.	PUE - Meurs Country West Updated
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WHEN RECORDED, RETURN TO:

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

Exempt under A.R.S. § 11-1134(A)(2).

UTILITY EASEMENT

GRANTOR:

Meurs Country West, LLC,
an Arizona limited liability corporation
853 N Highway 89
Chino Valley, AZ 86323

GRANTEE:

Town of Chino Valley,
an Arizona municipal corporation
202 N State Route 89
Chino Valley, AZ 86323

For other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR does hereby grant and convey to GRANTEE, its successors, and assigns, a perpetual non-exclusive easement (the "Easement") for public utility purposes, including, but not limited to, the right to maintain, operate, inspect, repair, replace, and remove the water main, hydrant, water meter, and other related facilities constructed or installed by or on behalf of GRANTOR in, on, under, and through certain real property located in Yavapai County, Arizona, with Yavapai County Assessor's Parcel Number 306-23-011A, as more fully described and depicted in the attached Exhibits A and B.

GRANTEE shall, with notice to GRANTOR, also have the right and privilege forever to patrol, inspect, alter, improve, add to, repair, replace, and remove such waterline facilities, including the right to increase or decrease the size of the main, and all other rights and privileges necessary or convenient for the full use and enjoyment of the Easement for the purposes herein described, including the right of ingress and egress to and from said Easement and facilities over adjoining property of GRANTOR, and the right to remove trees and fences and to use existing roads and as much of the surface of the land, herein above described as may be necessary for the purpose of maintaining, operating, inspecting, repairing, replacing, or removing the facilities, either in whole or in part, at the will of GRANTEE.

To have and to hold said Easement, servitude, and privileges unto GRANTEE, its successors, and assigns, forever, subject to the conditions and limitations herein contained.

It is agreed that GRANTOR shall have full use of the property that is subject to said Easement except for the purpose for which the same is herein conveyed to GRANTEE, and except for uses which interfere with the enjoyment by GRANTEE of the rights and servitude herein conveyed to it, and provided that no building or structure of any nature or kind whatsoever, including without limitation fences, nor any part of same, shall be constructed, installed, or placed on or over said Easement or any part thereof by GRANTOR or the successors or assigns of GRANTOR, and that

the grade over any buried facilities shall not be changed by GRANTOR or the successors or assigns of GRANTOR without the prior written consent of GRANTEE. The rights and obligations of GRANTEE shall be construed broadly and consistent with the performance of its obligations to provide utility service to its customers.

GRANTEE, at its sole cost and expense and without reimbursement from GRANTOR, shall maintain and replace, to the extent necessary, the Easement and the Improvements in (i) a good state of repair and condition and (ii) in accordance with all applicable governmental regulations. In the event GRANTEE disturbs or damages any areas or improvements or plantings within the Easement, GRANTEE shall, at its sole cost and expense, repair and replace any disturbed areas or improvements or plantings in the Easement to an 'as good as' or better condition than existed prior to any damage. Notwithstanding the foregoing, reasonable wear and tear resulting from normal and incident use of the Easement shall be permitted. If necessary, GRANTEE shall replace any damaged improvements with like improvements or plants that previously existed on the Easement. All work shall be conducted in a good and workmanlike manner, and in accordance with all rules, regulations, and permitting requirements governing the repair, replacement, installation, or construction of similar facilities on real property owned by GRANTOR. Notwithstanding the terms of this Paragraph, GRANTEE is not responsible for the maintenance of improvements or utilities located within the Easement that are owned or operated by GRANTOR or any entity other than GRANTEE and its contractors and their sub-contractors. GRANTEE shall identify and hold GRANTOR harmless from all injuries and damages arising from GRANTEE or its contractors and their sub-contractors who provide these services at the will of the GRANTEE in its use of Easement.

This Utility Easement constitutes a perpetual non-exclusive covenant running with the land for the benefit of GRANTEE, its successors, and assigns.

CAUTION: The above-described Easement may contain underground facilities, the location of which must be verified as required by A.R.S. §§ 40-360.21 *et seq.* (Arizona 811) prior to excavation.

(SIGNATURES FOLLOW)

IN WITNESS WHEREOF, the parties hereto have duly executed this Utility Easement to become effective as of the date first set forth above.

GRANTOR:

MEURS COUNTRY WEST, LLC,
an Arizona limited liability corporation

By

Name

Title

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2025, the foregoing instrument was acknowledged before me by _____.

(Seal and Expiration Date)

Notary Public

(ADDITIONAL SIGNATURES FOLLOW)

GRANTEE:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
County of Yavapai)

On this ____ day of _____, 2025, the foregoing instrument was acknowledged
before me by _____, _____ of the Town of Chino Valley.

(Seal and Expiration Date)

Notary Public

EXHIBIT A
TO
UTILITY EASEMENT

[Legal Description]

See following page.

EXHIBIT A

That portion of Section 22, Township 16 North, Range 2 West, Gila and Salt River Meridian, Yavapai County, Arizona, being a portion of that certain parcel (B) described in Warranty Deed recorded in Book 4255 of Official Records at Page 463, records of Yavapai County, Arizona, described as follows:

A strip of land 20.00 foot in width the sidelines of which lie 10.00 foot each side of the following described centerline;

COMMENCING at the westerly most corner on the south line of that certain parcel designated PARCEL B in said Warranty Deed (also shown on the survey recorded in Book 122 of Land Surveys at Page 27, records of Yavapai County) marked with a found 1/2-inch bar with no identification;

Thence South 89°49'52" East, along the south line of said PARCEL B and the Basis of Bearing for the survey on which this description is based (recorded South 89°50'53" West, 966.98 feet) a distance of 967.19 feet to the southeast corner of said PARCEL B marked with a found 1/2-inch bar "LS 53890";

Thence North 89°49'52" West, along the south line of said PARCEL B, a distance of 754.87 feet to the POINT OF BEGINNING;

Thence North 00°14'08" East a distance of 309.85 feet to a point;

Thence North 24°42'56" East a distance of 16.53 feet to a point;

Thence North 00°08'15" East a distance of 139.55 feet to the POINT OF TERMINATION.

Containing 9,319 square feet, more or less.



September 4, 2025

KWE 21-080 – Portion APN 306-23-011A – Meurs Country West LLC

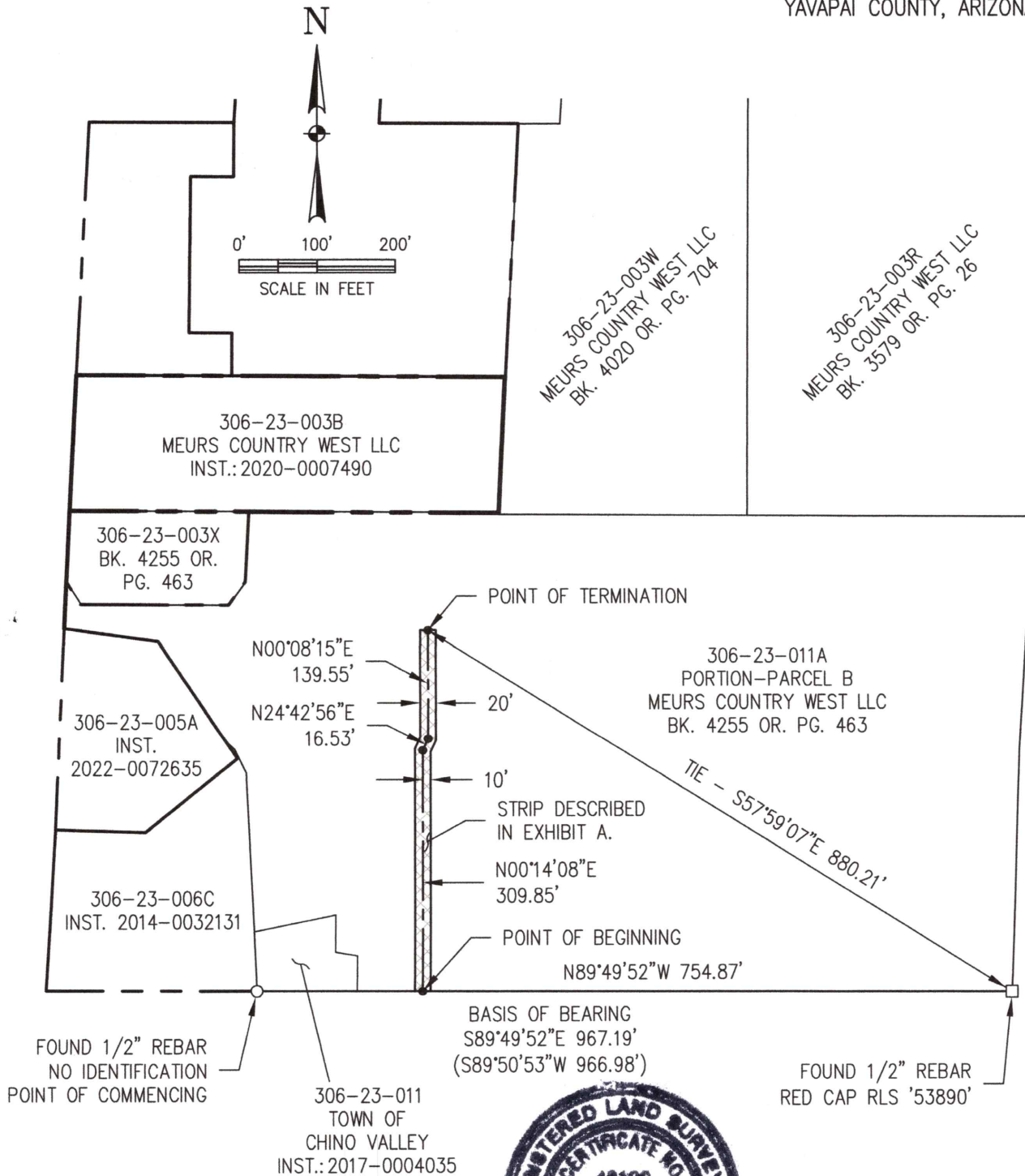
Page 1 of 1

EXHIBIT B
TO
UTILITY EASEMENT

[Depiction]

See following page.

EXHIBIT B
A PORTION OF SEC. 22,
T16N, R2W, G.S.R.M.
YAVAPAI COUNTY, ARIZONA



Christopher Kimball

SHEET 1 OF 1

SEPTEMBER 4, 2025
JOB NO. 21-080
KELLEY/WISE ENGINEERING, INC.
146 GROVE AVENUE
PRESCOTT, AZ. 86301
(928) 771-1730

BK. ... BOOK
INST. ... INSTRUMENT
OR. ... OFFICIAL RECORDS
PG. ... PAGE



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 5c
MEETING DATE: 10/28/2025
CONTACT PERSON: Frank Marbury, Public Works Director/Town Engineer
ITEM TYPE: Consent Item

AGENDA ITEM TITLE:

Consideration and possible action to approve the Groundwater Extinguishment Credits Purchase Agreement with Rose Miserentino for 258.75 acre-feet of extinguishment credits in the amount of \$62,100.00 plus administrative fees.

SUMMARY:

The Town of Chino Valley set aside monies in 2021 and has carried these funds forward as a revolving fund whereby the Town could purchase water credits when they become available and sell water credits to Council-approved projects. These credits are paper water legal water rights utilized for certificates of assured water supply development within the Prescott Active Management Area (AMA). There are very few remaining credits that remain within the Prescott AMA and, therefore, purchasing these is important for the Town to ensure it has some water credits within its water portfolio for Council-supported projects.

The Town was recently approached by a Chino Valley resident that has 258.75 acre-feet (AF) of extinguishment credits and has offered them to the Town for purchasing at \$240.00 per AF credit. Because it is never known when a resident that has these water credits will offer them to the Town, it is important the Town act upon these opportunities. Other communities are also very interested in the acquisition of these water credits and, therefore, the market is very competitive.

PREVIOUS ACTION:

The Town purchased 350.1 AF and 375.0 AF in 2021, 165 AF in 2023, and 242.88 AF in 2024. There is a water credit sale agreement that is forthcoming to the Council for consideration in the coming months for a project whereby they are willing to extend water and sewer utility lines to their project. The Town has an ordinance that requires the sale price to be \$240.00 per AF water credit and, therefore, when a sale of these water credits occurs, the Town is made whole and funds go back into the water rights purchasing / sales budget item within the Water Enterprise Fund.

STAFF RECOMMENDATION:

Approve the Groundwater Extinguishment Credits Purchase Agreement with Rose Miserentino for 258.75 acre-feet of extinguishment credits in the amount of \$62,100.00 plus administrative fees.

FISCAL IMPACT?

Available budget: General Capital Improvement Fund — Misc. Capital Projects	\$2,000,000.00
Less this approval item: \$62,100 (258.75 AF x \$240.00/AF) for the extinguishment credits One-time \$250 Arizona Department of Water Resources conveyance fee	<u>-\$62,350.00</u>
Remaining budget: General Capital Improvement Fund — Misc. Capital Projects	\$1,937,650.00

ATTACHMENTS:

1.	AGR - Extinguishment Credits Purchase Agreement - R. Miserentino
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GROUNDWATER EXTINGUISHMENT CREDITS PURCHASE AGREEMENT

This Groundwater Extinguishment Credits Purchase Agreement (this “Agreement”) is effective October 28, 2025, by and between Rose Miserentino (“Seller”) and the Town of Chino Valley, an Arizona municipal corporation (“Buyer”) (each, a “Party,” and together, the “Parties”).

RECITALS

A. Seller owns **258.75** acre-feet of merchantable and valid extinguished water supply credits (the “Credits”) in the Prescott Active Management Area per Irrigation Grandfathered Right No. 58-117201.0001.

B. Buyer desires to purchase the Credits under the terms and conditions of this Agreement.

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 the Parties’ authorized representatives.

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 **\$62,100** 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 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: Rose Miserentino
3775 North Road 1 West
Chino Valley, AZ 86323

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:

ROSE MISERENTINO

A handwritten signature in cursive script, appearing to read "Rose Miserentino", written over a horizontal line.

Rose Miserentino

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 # 5d
MEETING DATE: 10/28/2025
CONTACT PERSON: Erin Deskins, Town Clerk
ITEM TYPE: Consent/Minutes

AGENDA ITEM TITLE:

Consideration and possible action to approve the October 14, 2025, study session and regular meeting minutes.

STAFF RECOMMENDATION:

Approve the October 14, 2025, study session and regular meeting minutes.

ATTACHMENTS:

1.	2025 10 14 CC SS RG EX MND wWM
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**MINUTES OF THE STUDY SESSION
AND REGULAR MEETING OF THE
TOWN COUNCIL OF THE TOWN OF CHINO VALLEY**

TUESDAY, OCTOBER 14, 2025

5:00 PM

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

STUDY SESSION

1. CALL TO ORDER; ROLL CALL

Vice-Mayor Granillo called the meeting to order at 5:02 p.m.

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

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Executive Analyst Jessi Sorteberg, Executive Assistant Mike Coomer, Development Services Director Laurie Lineberry, Assistant Development Services Director Will Dingee, Senior Planner Jessica Barragan, Finance Director Katie Pehl, Public Works Director/Town Engineer Frank Marbury, Economic Development Manager Maggie Holmber (arrived at 5:40 p.m.), 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. Discussion and presentation by Development Services on state legislative mandates, HB 2447 & HB 2928. HB 2447 requires the Town adopt implementing rules by January 1, 2026.

Laurie Lineberry, Development Services Director, stated that they would not be discussing HB 2928 regarding accessory dwelling units (ADU) as the Town Attorney has determined that it does not apply to the Town.

Andrew McGuire, Town Attorney, presented the following:

- Stated that the ADU provision originally proclaimed to be for cities and towns with populations of 75,000 and above, but that was not how they wrote it. Discussed the way the bill was written and the "fix" bill that was presented in this year's session to make that clarification. He stated that the statute was still written poorly, but did exempt those cities and towns with populations under 75,000.
- HB 2447 was an amendment to A.R.S. 9-500.49 requiring the legislative body of a city or town to authorize administrative personnel to review and approve plats without

a public hearing rather than just making it an option. Therefore, all the provisions needed to be implemented in the Town's Unified Development Ordinance.

Laurie Lineberry, Development Services Director, and Will Dingee, Assistant Development Services Director, presented the following:

- The key for the Council was that the legislation states they do not have approval authority on plats.
- Staff believes that the public has the right to speak out and, often times, receive a lot of good input from neighborhood meetings to guide the developer in a way that would avoid problems. In spite of the fact that legislation did not require public hearings on plats, staff always did to provide the public with an opportunity to speak. Staff also posts every site in five different ways (legal ads in the newspaper, bulletin boards, mailed post cards, signs, and the website) in spite of not being required by law, so that everyone has an opportunity to hear about what is going on around them. Staff would continue their advertisements.
- Staff would insert additional steps into their timeline, include an appeal option for the applicant to be decided by Planning & Zoning (P&Z), etc. Once these additional steps were added, staff would bring them to Council for approval. However, there would be a gap between when this law would go into effect, and when they could have the code ready.
 - Staff elaborated that rezones would come to Council along with the developer's proposal for the property so that Council could decide if the rezone makes sense.

Council and staff discussed the following:

- Councilmember McCafferty inquired if the Town had previously discussed no longer bringing the final plat to Council for approval.
 - Staff stated they had discussed that before this became an issue.
- Councilmember McCafferty inquired if it was no longer an option to have P&Z approve the final plat.
 - Andrew McGuire, Town Attorney, stated that it is an option as long as it does not involve a public hearing. The administrative approval is administrative personnel; not P&Z nor Council. He felt that having P&Z make the final determination was a gray area and was not sure if it would be in compliance with the statute.
- Councilmember Switzer inquired if the League had anything to say about the amendments before they were put in place.
 - Andrew McGuire, Town Attorney, stated the League lobbied hard against the change from "may" to "shall" and against the original bill.
- Councilmember Switzer inquired how quickly staff could have the code ready.
 - Staff stated they could possibly have it ready in six months. There would be a three-month gap.
- Councilmember Holt inquired about projects that were already approved, such as Hawksnest, and if a new buyer would have to use those plans or if it would go through the whole process again.
 - Staff stated, under the new law, if the new owner wanted to build as entitled, they would come in to staff and submit a plat and Council would never see it and the public would start seeing dirt turn. If they wanted to do something

else, they would have to come in for zoning again because of challenges with that specific property. If they were talking about Brightstar, they had clear entitlements and if they wanted to come and plat out the remaining homes, Council would not see them.

- Councilmember Holt asked for clarification that there would be no "public hearing," but they would allow public comment.
 - Staff stated that they are trying to work a public comment period in to their administrative approval.

3. Discussion from Frank Marbury, Public Works Director regarding streets priority for capital improvements.

Frank Marbury, Public Works Director, presented the following:

- \$3 million was allocated in this year's budget for street maintenance.
- Reviewed the streets listed as priorities as discussed by the Capital Improvement Program Citizen's Advisory Committee. Staff would also be giving some input on issues that have evolved since that time including Sunrise Subdivision, Old Highway 89, and South Road 1 West between Outer Loop and Pleasant Avenue.
- The Town had tried to do streets "the right way," but the Town does not have enough money to do so and the condition of them continues to decline. Staff decided to try switching to a pulverize and chip seal program. Staff could use this method for five miles of road compared to one mile of rebuilt road.
- Staff was looking to go to bid in January to be ready to start once the temperatures come up in spring.
- Discussed the list of roads and why they were prioritized in the manner they were.

Council and staff discussed the following:

- Discussion ensued regarding swapping Perkinsville Road for some interior residential roads.
- Discussion ensued regarding swapping the portion of Road 1 East labeled #6 for another road.
- Several councilmembers expressed a preference to hold off on Reed Road until there could be a conversation with the County about sharing the cost. Further discussion ensued on whether to proceed with repairs to Perkinsville Road or to attempt negotiations with the County for cost sharing.
- Discussion ensued regarding strategies to fortify and get a longer lifespan out of Perkinsville Road.
- Discussion ensued regarding whether more traveled roads, or more citizens served roads should be the priority.
- Discussion ensued regarding the responsibilities of construction companies to repair roads that their projects affect.
- Discussion ensued regarding doing the entire stretch of Yavapai and Pima as the two connect.
- Councilmembers discussed their individual opinions on fixing Perkinsville. Councilmembers were split on this matter, with a slight lean towards including it in this project.
- Discussion ensued regarding doing different grades of chip seal on each road based on the amount of travel.

- Discussion ensued regarding utility work and the possibility of new roads being torn up shortly after being complete.

4. ADJOURNMENT

MOVED by Councilmember Sherri Phillips, seconded by Vice-Mayor Eric Granillo to adjourn the meeting at 6:14 p.m.

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

NAY: None

7 - 0 Passed - Unanimously

REGULAR MEETING

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

Vice-Mayor Granillo called the meeting to order at 6:24 p.m. and led the Pledge of Allegiance.

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

Absent:

Staff Present: Town Manager Terri Denemy, Town Attorney Andrew McGuire, Officer Steve Sellers (Sgt. at Arms - arrived at 6:40 p.m.), Executive Analyst Jessi Sorteberg, Development Services Director Laurie Lineberry, 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 and update from Spencer Guest, Information Technology Services (ITS) Manager, regarding current ITS projects and goals.

Spencer Guest, Information Technology Services Manager, presented the following:

- Gave a brief overview of the technology plan that was approved in January 2018. The plan initiatives were set to be updated in 2027.
- Reviewed the computer use cycle which moves computers from heavy users to light users to extend the service life of computers for a total of up to 13 years.

- Discussed the Town's servers and their replacement timelines.
- Reported on the Town's migration to cloud software from on-premise solutions.
- Gave an overview of the redundancy plans and goals for the Police Department.
- The town would be migrating from a .net website to .gov website. Staff hoped this would prevent issues with other government agencies not approving the Town for certain programs.
- Discussed building rewiring and fiber optic replacement projects.
- Reported on the door access control project.
- Discussed network security enhancements.

Council and staff discussed the following:

- Councilmember Switzer inquired if the Town would be moving to DuoKey?
 - Staff stated that they would likely be using something related to the Microsoft multi-factor authentication.
- Councilmember McCafferty inquired if the Town would be making any improvements to infrastructure security base on the State's Homeland Security protocols.
 - Staff stated that they do have the Town's SCADA systems sequestered to create some levels of security.

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

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

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

- He discussed issues that he has experience with Airizona Aircool Motors, including being scammed out of money, threatened, and having an APB put out for him by the Chino Valley Police Department and being arrested (he was taken to court and the matter was dismissed).

David Perkins, not a Town of Chino Valley resident, presented the following:

- He wanted to follow up on Mr. Teuscher's comments. He stated that he has a list of seven people who were ripped off to the tune of about \$100,000, and was even assaulted by the owner himself. He was asking Council how they could get this issue figured out.

Vice-Mayor Granillo asked Mr. Perkins to share his list with Town Manager Terri Denemy.

4. CURRENT EVENT SUMMARIES AND REPORTS

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

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

Councilmember McCafferty stated the Harvest Fest was very successful even though there was rain.

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

Terri Denemy, Town Manager, presented the following:

- Harvest Fest went on in spite of rain and was very successful.
- National Night Out was also a success. It was well attended in terms of residents and vendors. Staff received great feedback from the vendors. Council served up 988 hotdogs.
- Upcoming events include:
 - October 26th from 2:00 p.m. to 6:00 p.m., Trick-or-Treating in Memory Park.
 - October 29th from 5:30 p.m. to 7:30 p.m., the Clerk's Office is hosting a Potential Candidate Open House. Sign-up information could be found on the Town website.
- Introduced new Executive Analyst Jessi Sorteberg.

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.

Vice-Mayor Granillo postponed item 5b to the October 28, 2025, meeting.

Councilmember Holt pulled item 5a from the Consent Agenda.

MOVED by Councilmember John McCafferty, seconded by Councilmember Sherri Phillips to approve Consent Agenda items c, d, and e as written.

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

NAY: None

7 - 0 Passed - Unanimously

- a. Consideration and possible action to approve the amended Public Utility Easement through a Town-owned property at Old Home Manor for power service to the Yavapai College Housing Project.

- Councilmember Holt asked for clarification that the utilities would be put underground and if there would be any financial impact to the Town.
 - Staff stated that all utilities for the new housing facility would be underground except for switching boxes and meters. There would be no poles. There would be no financial impact to the Town.

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Switzer to approve the amended Public Utility Easement through a Town-owned property at Old Home Manor for power service to the Yavapai College Housing Project.

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

NAY: None

7 - 0 Passed - Unanimously

- b. Consideration and possible action to accept a Utility Easement from Meurs Country West, LLC for the maintenance and operation of a new 8-inch water main.

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Switzer to continue this item to the next scheduled regular meeting on October 28, 2025.

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

NAY: None

7 - 0 Passed - Unanimously

- c. Consideration and possible action to approve the September 9, 2025, study session minutes.
- d. Consideration and possible action to approve the September 10, 2025, study session minutes.
- e. Consideration and possible action to approve the September 23, 2025, study session and regular meeting minutes.

6. ACTION ITEMS

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

may be taken in executive session.

- a. Consideration and possible action to adopt a notice of intent to enter into a development tax incentive agreement, and findings of fact, regarding the potential purchase and development of land at Old Home Manor by Chino Valley Rodeo Drive, LLC for development of an RV Park.

Recommended Action: To adopt a notice of intent to enter into a development tax incentive agreement, and findings of fact, regarding the potential purchase and development of land at Old Home Manor by Chino Valley Rodeo Drive, LLC for development of an RV Park.

Maggie Holmberg, Economic Development Manager, presented the following:

- Gave a brief overview of the history of the RV Park since the Invitation for Bids went out in June 2023.
- Discussed upcoming activities, including a study session on October 21, 2025, to discuss the notice of intent.
- Provided state statute regarding Notices of Intent.

Council and staff discussed the following:

- Councilmember Schacherer asked for clarification that nothing had been agreed on yet.
 - Staff stated that was correct.
- Councilmember McCafferty asked for clarification that this is simply a formality to have the discussion.
 - Staff stated that was correct.

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Switzer to adopt a notice of intent to enter into a development tax incentive agreement, and findings of fact, regarding the potential purchase and development of land at Old Home Manor by Chino Valley Rodeo Drive, LLC for development of an RV Park.

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

NAY: None

7 - 0 Passed - Unanimously

7. ADJOURNMENT

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Switzer to enter e-session.

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

NAY: None

7 - 0 Passed - Unanimously

MOVED by Councilmember John McCafferty, seconded by Councilmember Robert Switzer to adjourn the regular meeting at 7:04 p.m.

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

NAY: None

7 - 0 Passed - Unanimously

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

CERTIFICATION:

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Regular Meeting of the Town Council of the Town of Chino Valley, Arizona held on the 14th day of October, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this _____ day of _____, 2025.

Erin N. Deskins, Town Clerk



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6a
MEETING DATE: 10/28/2025
CONTACT PERSON: Jessica Barragan, Senior Planner
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action to approve Resolution No. 2025-1294 for the construction of a freestanding Electronic Message Center Sign for Living Waters Church.

SUMMARY:

This is a request by Christy Signs, on behalf of Birdy J Investments LLC, for the approval of a Conditional Use Permit to allow for construction of a free-standing electronic message center sign for Living Waters Church, located at 718 South State Route 89, Chino Valley, Arizona 86323. Please refer to the detailed project information as provided to the Planning and Zoning Commission, October 7, 2025, included as Attachment 3 — "Planning and Zoning Staff Report."

PREVIOUS ACTION:

On October 7, 2025, the Planning and Zoning Commission forwarded a recommendation of approval for CUP-2025-03. For a detailed record of the discussion and staff analysis, please refer to the attached meeting minutes and staff report.

STAFF RECOMMENDATION:

- i) Hold a Public Hearing
- ii) Approve Resolution No. 2025-1294

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	Attachment 1 - Resolution 2025-1294
2.	Attachment 2 - 10-07-2025 P&Z Minutes
3.	Attachment 3 - CUP-2025-03 - Planning and Zoning Staff Report

RESOLUTION NO. 2025-1294

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, APPROVING CONDITIONAL USE PERMIT 2025-03 FOR AN ELECTRONIC MESSAGE CENTER AT 718 S STATE ROUTE 89, CHINO VALLEY, ARIZONA.

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

WHEREAS, the applicant, Christy Signs, on behalf of Birdy J Investments LLC, applied for a conditional use permit to allow for the installation and operation of an electronic message center (EMC) at 718 S State Route 89, Chino Valley, Arizona (Yavapai County Assessor Parcel No. 306-29-035B); and

WHEREAS, the proposed EMC sign is subject to the conditional use permitting process per Sections 1.9.3 and 4.21.5(C) of the Unified Development Ordinance of the Town of Chino Valley (the "UDO"); and

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

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

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

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

SECTION 2. The conditional use permit to allow for the installation and operation of an EMC at 718 S State Route 89, Chino Valley, Arizona ("CUP-2025-03"), as described in the application submitted, is hereby approved, subject to the requirements of Ariz. Rev. Stat. §§ 28-7201 *et seq.* and the conditions set forth in Section 3 of this resolution.

SECTION 3. The following conditions apply to CUP-2025-03:

1. The applicant shall comply with all the following conditions and with the codes, rules, fees, and regulations applicable to this action.
2. The applicant shall sign a Waiver of Claims form, which the Town will provide and record with the Yavapai County Recorder's Office, prior to the public hearing and final decision of this item by the Town Council.
3. The applicant shall complete all necessary site improvements and, if applicable, submit an outdoor lighting plan for review and approval by the Development Services Department.

4. The applicant shall remove any non-conforming signage and eliminate references to non-existent tenant spaces to improve the overall appearance of the site.
5. If the Town receives complaints regarding excessive brightness or glare during nighttime hours, the applicant shall submit a revised lighting plan to the Development Services Department for review and approval to ensure compliance with dark-sky standards and community expectations.
6. Any deviation from the approved sign plan or failure to comply with the conditions set forth herein shall render the CUP null and void.
7. The applicant shall submit for building permit review and commence construction of the EMC sign within one year from the date of Town Council approval. Failure to do so may result in expiration of the CUP.
8. The sign shall be Dark-Sky compliant with dimming schedules and automatic ambient light sensors (as confirmed by the manufacturer's certification) and the applicant shall maintain the sign in compliance with Dark Sky provisions.
9. The EMC shall display content exclusively related to activities and events occurring on the subject property. Off-site commercial advertising is prohibited in accordance with A.R.S. §§ 28-2901 through 28-2915, A.A.C. §§ R17-3-701 and R17-3-701.01, and the Town's sign regulations.

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

(SIGNATURES FOLLOW)

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley, Arizona, this 28th day of October 2025.

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. 2025-1294 was duly passed by the Council of the Town of Chino Valley, Arizona, at a meeting held on October 28, 2025, and that quorum was present thereat and that the vote thereon was _____ ayes, _____ nays, and _____ abstentions. _____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

PUBLIC HEARING #D.1 – CUP-2025-03 - This is a request by Christy Signs, on behalf of Birdy J Investments LLC, for the approval of a Conditional Use Permit to allow for construction of a free-standing electronic message center sign for Living Waters Church, located at 718 S State Route 89, Chino Valley Arizona.

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

Jessica Barragan, Senior Planner, presented the staff report and stated the owner of the property was in attendance. She brought up slides of the project overview, vicinity and site plan showing the proposed placement of the sign and explained that the applicant was committed to the Town's efforts towards dark sky exterior lighting. She shared that the current zoning of the subject property, Commercial Light (CL), was in compliance with the General Plan. She stated that a Neighborhood meeting was held on August 27, 2025, that no neighbors had attended, and staff had received no concerns for the Conditional Use Permit. Staff recommended holding a public hearing and that the Commission forward a recommendation of approval to the Town Council.

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

Merritt asked if a time limit had been set for the Conditional Use Permit, and if not, would that be okay.

Barragan replied that a one-year timeframe would be in effect for commencement of construction.

Lineberry added that the infrastructure that the property owner put in did not warrant putting a timeframe on the permit, that was not usually done, and that it would be ok to not put a limit on the permit. She added that if the property owner wanted to make any changes to the sign because of any new technology at a later time, they would need to present the changes to staff for review.

Merritt asked the owner of the property if he wished to speak. He declined to speak, and the Commission had no questions for him.

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

Merritt closed the public portion of the meeting.

Motion was made by Morabito, seconded by Ditta, to approve CUP-2025-03, as presented, subject to the staff report, and information provided during the hearing, and the conditions of approval in Attachment A. A vote was taken and the motion passed with a 7-0 vote.



TOWN OF CHINO VALLEY
Planning Commission Staff Report
October 7, 2025
File Number: CUP-2025-03
Conditional Use Permit

PROJECT DESCRIPTION

This is a request by Christy Signs, on behalf of Birdy J Investments LLC, for the approval of a Conditional Use Permit to allow for construction of a free-standing electronic message center sign for Living Waters Church, located at 718 S State Route 89, Chino Valley Arizona 86323

LOCATION DATA

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL" – Commercial Light	Living Waters Church	RR– Rural Residential
North	"CL" – Commercial Light	Financial Office	RR– Rural Residential
South	"CL" – Commercial Light	Office & Retail	NR- Neighborhood Residential
East	"CL" – Commercial Light	Vacant Southgate Center	RC– Regional Commercial
West	"AR-5" – Agricultural Residential (5 acre minimum)	Single Family Residence	RR– Rural Residential

LOCATION MAP



PRIOR SITE ACTIONS: None

STAFF RECOMMENDATION: Staff recommends that the Planning and Zoning Commission forward to the Town Council a recommendation of **APPROVAL** for the Conditional Use Permit to allow for the installation of a freestanding electronic message center (~~EMC~~) sign within the CL District subject to Conditions of Approval found in Attachment A.

SUGGESTED MOTION: Move to **APPROVE** Conditional Use Permit CUP-2025-03 as presented, subject to the staff report and information provided during this hearing, and the Conditions of Approval in Attachment A

EFFECT OF THE APPROVAL: By approving this Conditional Use Permits, the Planning and Zoning Commission is recommending approval to Town Council for the installation of a freestanding electronic message center sign, located at 718 S State Route 89, Chino Valley, Arizona., subject to the staff report and information provided during this hearing, and affirmatively finds that the request is in conformance with the approved zoning on the parcel.

Staff Analysis:

The applicant is requesting a Conditional Use Permit (CUP) for the installation of a double-sided freestanding electronic message center (EMC) sign at 718 S State Route 89, for the Living Waters Church. The request is subject to discretionary review under UDO Section 4.21.5(C) and Section 1.9.3, which govern the placement and approval of EMCs and CUPs, respectively. The church building is currently undergoing renovations under permit CB25-00012. The site includes a mini-storage facility in the rear that is accessory to the church and not intended for public advertising. All exterior lighting fixtures will be retrofitted to comply with dark sky standards. The proposed EMC will be located a minimum of 6 feet from the front property line abutting State Route 89, consistent with the required sign setback standards in UDO Section 4.21.3(D). The proposed EMC is not anticipated to create any adverse impacts on adjacent properties or the surrounding area. The sign is appropriately scaled, professionally designed, and will serve as a communication tool for church-related events and messages. The applicant has also committed to turning off the sign by 11:00 PM, in accordance with the Town's outdoor lighting standards (UDO Section 4.24).

Zoning

Section 3.15.B.18 of the Unified Development Ordinance list "Churches and similar places of worship" as a permitted uses in the CL District. Surrounding properties to the north, south, and east are also zoned CL, and the lots directly across SR-89 are currently vacant. The proposed sign is designed to meet all applicable district standards, including:

- Maximum height of 14 feet and maximum area of 32 square feet for EMCs in CL zoning (UDO 4.21.5.C)
- Minimum 8-foot clearance to the bottom of the sign panel
- Minimum message display time of 6 seconds

- No flashing or animated messages
- Dark-sky compliant lighting, with dimming schedules and automatic ambient light sensors (as confirmed by the manufacturer's certification)

Conditional Use Permit

The Conditional Use Permit is subject to discretionary approval by Council if the location and context of the site is suitable for the requested use. Staff recommends that the following stipulations be attached to this Conditional Use Permit:

1. The applicant acknowledges that the Conditional Use Permit is contingent upon final approval by the Town Council.
2. The electronic message center (EMC) shall display content exclusively related to activities and events occurring on the subject property. Off-site commercial advertising is prohibited in accordance with A.R.S. §§ 28-2901 through 28-2915, A.A.C. §§ R17-3-701 and R17-3-701.01, and the Town's sign regulations.
3. If the Town receives complaints regarding excessive brightness or glare during nighttime hours, the applicant shall submit a revised lighting plan to the Development Services Department for review and approval to ensure compliance with dark-sky standards and community expectations.
4. The applicant shall complete all necessary site improvements and, if applicable, submit an outdoor lighting plan for review and approval by the Development Services Department.
5. The applicant shall remove any non-conforming signage and eliminate references to non-existent tenant spaces to improve the overall appearance of the site.
6. Any deviation from the approved sign plan or failure to comply with the conditions of this Conditional Use Permit shall render the CUP null and void.
7. The applicant shall submit for building permit review and commence construction of the EMC sign within one (1) year from the date of Town Council approval. Failure to do so may result in expiration of the CUP.

Neighborhood Meeting

All property owners within a 500-foot radius were notified by postcard on August 13, 2025, about the neighborhood meeting held at Living Waters Church. On September 9, 2025, the same owners were notified by postcard of the Planning and Zoning hearing and Town Council hearing dates. On September 11, 2025, staff posted on-site signs announcing the Planning and Zoning hearing and Town Council hearing dates.

Meeting Summary

- **Date:** August 28, 2025, 2:00 PM
- **Location:** Living Waters Church – 718 S State Route 89
- **Attendees:** David Kool (Property Owner), Jessica Barragan (Senior Planner)

Planning staff and property owner discussed updating existing exterior lighting to be shielded and cleaning up addresses establishing property for single-tenant use. No neighbors attended. No written or verbal opposition was received.

EXTERNAL AGENCY COMMENTS: See Attachment B

NEIGHBORHOOD NOTIFICATION: Staff noted that all properties within the 500-foot radius were ~~were~~ notified by postcard on September 9, 2025, about the Planning and Zoning Commission and Town Council meetings.
See Attachment C

PROPOSED CONDITIONS DELIVERED September 9, 2024
TO APPLICANT ON:

☒	Applicant agreed with all of the conditions of approval on (09/11/2025)
☐	Applicant did not agree with the following conditions of approval: (list #'s)
☐	If the Planner is unable to make contact with the applicant – describe the situation and attempts to contact.

ATTACHMENTS:

A	B	C	D	E
Conditions of Approval	External Agency Comments	Applicants Site Plan & Exhibits	Dark Sky Cert	Staff Research

PREPARED BY:

DATE:



JESSICA BARRAGAN, SENIOR PLANNER

(JBARRAGAN@CHINOAZ.NET)

928 636-3473

SEPTEMBER 12TH, 2025

APPROVED BY:



LAURIE LINEBERRY, AICP

DEVELOPMENT SERVICES DIRECTOR

ATTACHMENT A
CONDITIONS OF APPROVAL

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

Development Services Comments: Laurie Lineberry, Director, 928 636-4427- x1217

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

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

3. The applicant shall complete all necessary site improvements and, if applicable, submit an outdoor lighting plan for review and approval by the Development Services Department.
4. The applicant shall remove any non-conforming signage and eliminate references to non-existent tenant spaces to improve the overall appearance of the site.
5. If the Town receives complaints regarding excessive brightness or glare during nighttime hours, the applicant shall submit a revised lighting plan to the Development Services Department for review and approval to ensure compliance with dark-sky standards and community expectations.
6. Any deviation from the approved sign plan or failure to comply with the conditions of this Conditional Use Permit shall render the CUP null and void.
7. The applicant shall submit for building permit review and commence construction of the EMC sign within one (1) year from the date of Town Council approval. Failure to do so may result in expiration of the CUP.
8. The sign shall be Dark-Sky compliant with dimming schedules and automatic ambient light sensors (as confirmed by the manufacturer's certification) and the applicant shall maintain the sign in compliance with Dark Sky provisions.

Arizona Department of Transportation (ADOT): Courtney Mowrer, Program Administrator, (602) 290-8776

9. The electronic message center (EMC) shall display content exclusively related to activities and events occurring on the subject property. Off-site commercial advertising is prohibited in accordance with A.R.S. §§ 28-2901 through 28-2915, A.A.C. §§ R17-3-701 and R17-3-701.01, and the Town's sign regulations.

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

ATTACHMENT B
EXTERNAL AGENCY COMMENTS

DATE:	09/10/2025	NAME:	COURTNEY MOWRER	TITLE:	PROGRAM ADMINISTRATOR
AGENCY:	ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT)			PHONE	602-290-8776
Information displayed on the electronic sign shall be exclusive to activities and events that occur only on the premises, in compliance with ADOT regulations (A.R.S. §§ 28-2901 through 28-2915 and A.A.C. §§ R17-3-701 and R17-3-701.01) and the Town's prohibition of off-site commercial signs.					

ATTACHMENT C
APPLICANTS SITE PLANS AND EXHIBITS

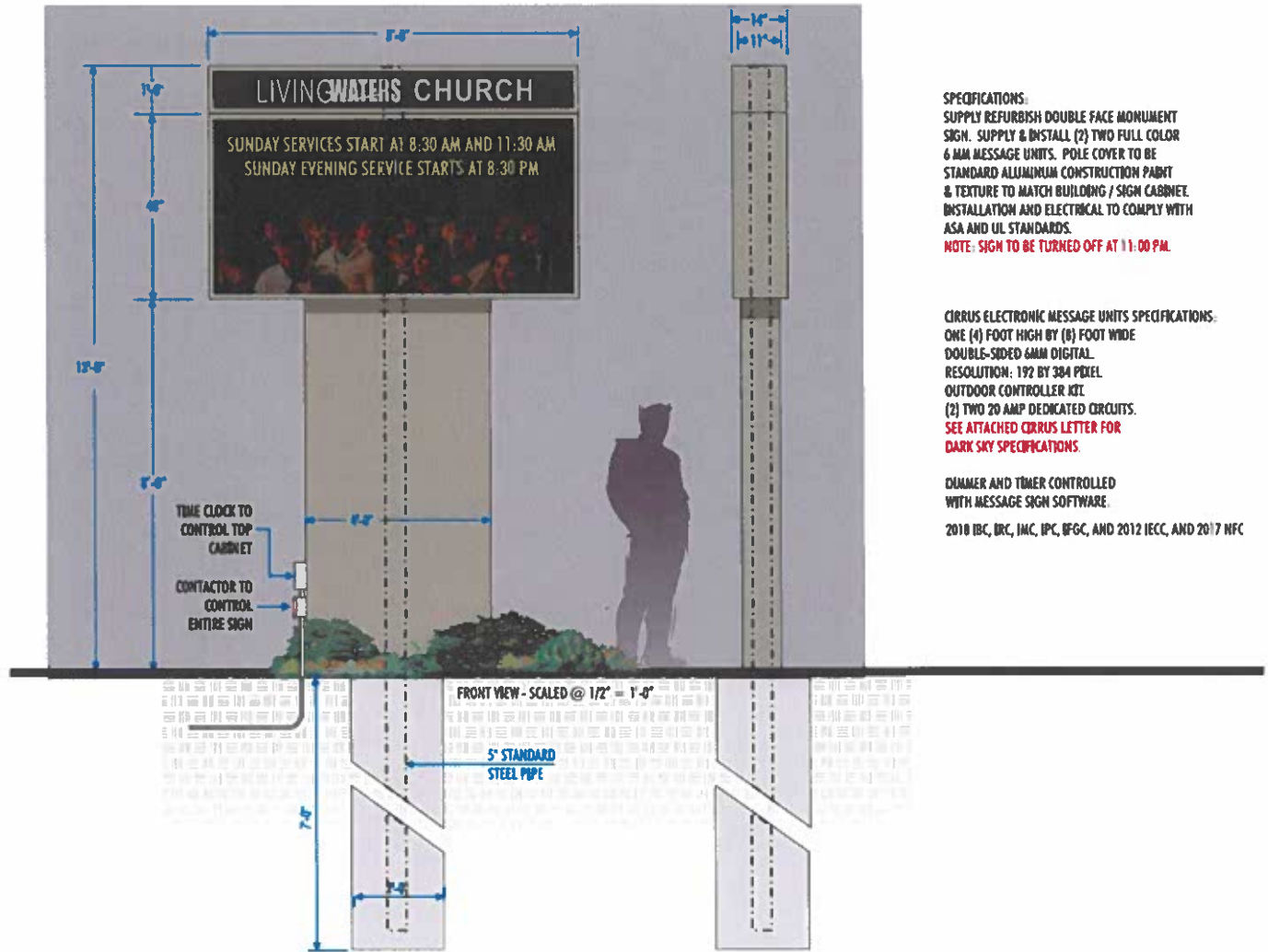
SITE PLAN



ATTACHMENT C

APPLICANTS SITE PLANS AND EXHIBITS

NIGHTTIME VIEW



ATTACHMENT D
DARK SKY LIGHTING CERTIFICATION



To whom this may concern:

Cirrus LED is a US-based manufacturer of LED displays. We bring the world's first suite of turnkey interconnected tools for optimizing on-site marketing with software and hardware systems to help businesses or organizations look its best.

As Sales Director of Cirrus Systems, Inc. I can certify that the display, can be configured to meet the expected guidelines/ordinances. Light intensity has been factory pre-set not to exceed the levels specified within this ordinance. The max nit level is protected from end-user manipulation and can only be accessed by engineering at Cirrus Systems, Inc.

The brightness can also be automatically dimmed based on time of day and related events and is applicable to every pixel on the display. The display will also come with a physical sensor to adjust accordingly based on ambient light conditions.

Our integrated cloud software can verify the specifications have been met upon display installation. The digital sign has a default mechanism that will freeze the sign in one position if a malfunction occurs. The software also has the ability to maintain a static image for a duration required by any city ordinance.

Slide scheduling/playing can be adjusted in any one second increment. Options to hold an image for a certain amount of time or to turn the the display black can easily be accomplished through the ScreeHub software.

Our displays are also manufactured to the highest standards, using premium components to work in the harshest conditions... direct sunlight, rain, snow, ice or any other type of environment. Each LED module has a water/dust ingress protection of IP67.

Also, the display will be limited to a maximum brightness level of 300 Nits between dusk and dawn and no more than 0.3 foot candles above ambient light at all times, as measured using a foot candle meter at a preset distance depending on sign size.

Measuring distances shall be as follows:

- 1). 0-100 square foot sign to be measured from 100 feet from the source
- 2). 101-300 square foot sign to be measured 150 feet from source

Please reach out anytime if further dialogue would be helpful to answer any other questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dan Kerluke'.

Dan Kerluke
Sales Director
415-851-0511
dkerluke@cirrusled.com



ATTACHMENT E

STAFF RESEARCH

	STAFF RESEARCH – CONDITIONAL USE PERMIT			
	CASE #: CUP-2025-03 – LIVING WATERS CHURCH EMC SIGN			
	CASE PLANNER: JESSICA BARRAGAN			

PROJECT NARRATIVE: This is a request by Christy Signs, on behalf of Birdy J Investments LLC, for the approval of a Conditional Use Permit to allow for construction of a free-standing electronic message center sign for Living Waters Church, located at 718 S State Route 89, Chino Valley Arizona 86323

I. PROJECT DATA

Project Location:	718 S State Route 89			
Parcel Number(s):	306-29-0358			
PARCEL SIZE(s):	64,468 SF			
Total Acreage:	1.48			
Proposed Dwelling Units:	0			
Address:	718 S State Route 89			
Applicant:	Living Waters Church			
Applicant's Agent:	Christy Signs – Steve Skye			
Conforms to G.P. Land Use Conformity Matrix:	Yes	X	No	
Zoning Overlay	PAD	n/a		
Within ½ Mile of SR89?	Yes	X	No	If yes, Property is restricted – site-built only

	Existing Zoning	Use(s) on-site	General Plan Designation
Site	"CL" – Commercial Light	Living Waters Church	RR– Rural Residential
North	"CL" – Commercial Light	Financial Office	RR– Rural Residential
South	"CL" – Commercial Light	Office & Retail	NR- Neighborhood Residential
East	"CL" – Commercial Light	Vacant (Southgate Center)	RC– Regional Commercial
West	"AR-5" – Agricultural Residential (5 acre minimum)	Single Family Residence	RR– Rural Residential

Prior Cases or Related Actions:

Type	Yes	No	X	Cases, Actions or Agreements
Pre-Annexation Agreement	Yes		X	
Annexation	Yes	X	No	Original Town – 9/21/1970
General Plan Amendment	Yes		No	X
Development Agreement	Yes		No	X
Rezone	Yes		No	X
Subdivision	Yes		No	X
Conditional Use Permit	Yes		No	X
Pre-Application Meeting	Yes	X	No	PA-2025-09
Enforcement Actions	Yes		No	X
Land Division Status:	Yes		No	X
Irrigation District - CVID				

Staff Research – CUP-2025-03

Case # CUP-2025-03
Date 10-07-2025
Page 11 of 13

ATTACHMENT E STAFF RESEARCH

II. TOWN OF CHINO VALLEY GENERAL PLAN

Land Use Element:						
Land Use Designation:		RR- Rural Residential				
Is Project larger than 25 acres or 50 dwelling units?		L.U. Policy 2.1	n/a	PRN Policy 2.8	n/a	
Issues:		None				
Circulation Element:						
Road Classification		SR-89	Existing Row	50'	Required Row	50'
Issues:		None				
Parks, Recreation, and Natural Resources Element:						
Closest Park:		Center Street Park				
Within 1 mile of the Peavine Trail?		No				
Flooding?	FEMA Flood Plain Designation	n/a	Town Flood Map	n/a		
Issues:		None				
Community Services and Facilities Element:						
Water Source:	Town	Well	X	Prescott	Private System:	
Sewer:	Town	Septic	X			
Issues:		None				
Economic Development Element:						
SR-89 Corridor?	Yes	Enhancement: Goal ED-6	No			
Old Home Manor?	No	Goal ED-2	n/a			
Issues:		None				

NOTIFICATION

- Legal Ad Published: (09/09/2025)
- 500' Vicinity Mailing: (08/13/2025)
- Reviewing Agencies Noticed: (08/14/2025)
- Site Posted: (09/11/2025)
- Neighborhood Meeting: (08/27/2025)
- Hearing Dates: (10/07/2025 & 10/28/2025)
- Agency Comments Due: (08/25/2025)

External List (Comments)	Response Received	Date Received	"No Comment"	Written Comments	Comments Attached
Colleen Boge – APS	Y	8/25/25	x		
Richard Perez - A.D.O.T.	Y	8/25/25		x	x
Ralph Baker – C.V.I.D.	Y	8/25/25	x		
Darrell Tirpak - CAFMA	N	8/25/25	x		
Dawn Capotosi – YC ENV	N				
Monica Kriner – YC Health	N				
Lauren Hildebrand – ADEQ	N				
United States Postal Service	N				
Mark Holmes – Water Advisor	Y	8/25/25	x		

ATTACHMENT E

STAFF RESEARCH

<i>Town of Chino Valley Internal List (Conditions)</i>	Response Received	Date Received	"No Conditions"	Written Conditions	Comments Attached
Jessica Barragan – Senior Planner – Development Services	Y	8/25/25		Y	Y
Will Dingee – Assistant Director – Development Services					
Laurie Lineberry – Director – Development Services					
Frank Marbury – Engineer/ Public Works Director					
Steve Sullivan – Assistant Engineer – Public Works	Y	8/25/25	X		
Dan Trout – Chief Building Official – Development Services					
Glenn Dally – Code Enforcement – Development Services					
Josh McIntire – Chief of Police - Police	Y	8/25/25	X		



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6b
MEETING DATE: 10/28/2025
CONTACT PERSON: Will Dingee, Assistant Development Services Director
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Public hearing, consideration, and possible action on Ordinance No. 2025-957 regarding right-of-way frontage maintenance.

SUMMARY:

The proposed text amendment to Town Code §83.02, *Duty to Maintain Premises*, updates and clarifies property owner responsibilities related to right-of-way and frontage maintenance. During the 2019 relocation of the Property Maintenance Code from the Unified Development Ordinance (UDO) to the Town Code, language requiring maintenance to the edge of curb or pavement was inadvertently removed. This omission has created recurring enforcement challenges for Code Enforcement and Public Works.

The proposed amendment restores this requirement and separates it into clear subsections addressing:

1. General property maintenance and nuisance conditions.
2. Driveway culvert maintenance, ensuring culverts remain clear and functional to convey water as designed.
3. Maintenance of frontage areas extending to the curb, edge of pavement, or traveled surface of public or private roadway easements.

The updated language establishes consistent standards across both public and private roadways, closes existing enforcement gaps, and ensures the Town's liability remains limited to public infrastructure such as sidewalks and streets.

PREVIOUS ACTION:

The proposed amendment was discussed during the September 23, 2025, Council Study Session, where staff presented the issue of right-of-way maintenance responsibilities. Council expressed support for addressing the enforcement gap through a text amendment to §83.02, prompting staff to prepare the language now being brought forward for consideration.

STAFF RECOMMENDATION:

- i) Hold a Public Hearing
- ii) Approve Ordinance No. 2025-957

FISCAL IMPACT?

N/A

ATTACHMENTS:

1.	ORD 2025-957 - ROW Frontage Maintenance
2.	Draft Language - TC Section 82.03 ROW maintenance update

ORDINANCE NO. 2025-957

AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CHINO VALLEY, ARIZONA, AMENDING THE CHINO VALLEY TOWN CODE CHAPTERS 81 AND 83 REGARDING RIGHT-OF-WAY FRONTAGE MAINTENANCE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the Code Enforcement and Public Works departments face recurring enforcement challenges related to property owners' responsibilities for right-of-way and frontage maintenance; and

WHEREAS, the Mayor and Common Council of the Town of Chino Valley, Arizona, desires to amend the Town Code to clarify such responsibilities.

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

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

SECTION 2. The Town Code, Chapter 81 (Health and Safety in General), Section 81.02 (Definitions), is hereby amended by adding the following new definition:

PREMISES. Any structure, parcel, real estate, or land, or portion thereof, whether improved or unimproved, including adjacent parkways, parking strips, and driveway culverts up to the edge of pavement or curb line, but excluding public sidewalks and streets.

SECTION 3. The Town Code, Chapter 83 (Property Maintenance), Section 83.02 (Duty to Maintain Premises), is hereby amended to read as follows:

(A) All persons owning or in control of any premises shall maintain the same in a safe and sanitary condition, consistent with the provisions of this chapter, and free of litter, dilapidated or unsafe structures, abandoned or junk vehicles, and all public nuisances.

(B) All persons owning or in control of any premises shall maintain and repair all driveway culverts adjacent to said premises in a safe, sound, and functional condition, free of decay, obstruction, or defect. Culverts shall be kept clear and capable of allowing water to flow as originally designed or intended.

(C) All persons owning or in control of any premises shall maintain the premises, including the area extending to the curb of any abutting street or, where curbs are not present, to the edge of pavement or traveled surface of any public or private roadway easement intended for vehicular access, free of debris, litter, trash, and weeds, and in a safe and sanitary condition so as not to create or contribute to a public nuisance.

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley on this 28th day of October 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify that the above foregoing Ordinance No. 2025-957 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on October 28, 2025, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

Section: § 81.02 DEFINITIONS

New Definition

PREMISES– Any structure, parcel, real estate, or land, or portion thereof, whether improved or unimproved, including adjacent parkways, parking strips, and driveway culverts up to the edge of pavement or curb line, but excluding public sidewalks and streets.

Section: § 83.02 DUTY TO MAINTAIN PREMISES

Original Language

(A) It is the duty and responsibility of each person in control of any premises to maintain the premises in a safe and sanitary manner, consistent in and compliance with the provisions of this chapter and to maintain the premises free of litter, dilapidated or unsafe structures, abandoned or junk vehicles, and all public nuisances. In addition to any other penalties which may be imposed, failure to maintain a premises as required by this chapter is a public nuisance, subject to the abatement procedures set forth in Chapter 84.

(B) All persons owning any building, lot or premises within the town shall maintain and repair all sidewalks, driveway culverts and streets adjacent to said building, lot or premises in a safe and sound condition, free of decay and defect.

Revised Language

(A) All persons owning or in control of any premises shall maintain the same in a safe and sanitary condition, consistent with the provisions of this chapter, and free of litter, dilapidated or unsafe structures, abandoned or junk vehicles, and all public nuisances.

(B) All persons owning or in control of any premises shall maintain and repair all driveway culverts adjacent to said premises in a safe, sound, and functional condition, free of decay, obstruction, or defect. Culverts shall be kept clear and capable of allowing water to flow as originally designed or intended.

(C) All persons owning or in control of any premises shall maintain the premises, including the area extending to the curb of any abutting street or, where curbs are not present, to the

edge of pavement or traveled surface of any public or private roadway easement intended for vehicular access, free of debris, litter, trash, and weeds, and in a safe and sanitary condition so as not to create or contribute to a public nuisance.

Changes to Original Language

(A) ~~It is the duty and responsibility of each person~~ All persons owning or in control of any premises ~~to maintain the premises in a safe and sanitary manner, consistent in and compliance with the provisions of this chapter and to maintain the premises~~ shall maintain the same in a safe and sanitary condition, consistent with the provisions of this chapter, and free of litter, dilapidated or unsafe structures, abandoned or junk vehicles, and all public nuisances. ~~In addition to any other penalties which may be imposed, Failure to maintain a premises as required by this chapter is declared a public nuisance, subject to the abatement procedures set forth in Chapter 84.~~

(B) All persons owning ~~any building, lot~~ or in control of any premises ~~within the town~~ shall maintain and repair all ~~sidewalks,~~ driveway culverts ~~and streets~~ adjacent to said ~~building, lot or~~ premises in a safe ~~and~~, sound and functional condition, free of decay, obstruction, or ~~and~~ defect. Culverts shall be kept clear and capable of allowing water to flow as originally designed or intended.

(C) All persons owning or in control of any premises shall maintain the premises, including the area extending to the curb of any abutting street or, where curbs are not present, to the edge of pavement or traveled surface of any public or private roadway easement intended for vehicular access, free of debris, litter, trash, and weeds, and in a safe and sanitary condition so as not to create or contribute to a public nuisance.



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6c
MEETING DATE: 10/28/2025
CONTACT PERSON: Terri Denemy, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to accept conveyance of a Special Warranty Deed for real property situated in Yavapai County from the Chino Valley Cemetery Association to the Town of Chino Valley.

SUMMARY:

In 2008, the Chino Valley Irrigation District (CVID) conveyed its property generally located at 1250 West Road 2 South, and commonly known as the Chino Valley Cemetery, to the Chino Valley Cemetery Association (CVCA), an Arizona nonprofit corporation. CVCA Board has owned and operated the cemetery on a voluntary basis since that time. In 1984, enough donations were collected by CVCA to purchase an additional 1/3 acre to the east to expand the site to its current size of approximately 1.54 acres. Along with the original conveyance of the property to the Chino Valley Cemetery, CVID donated \$100,000 for the cemetery's perpetual care and maintenance. That fund will transfer from the Chino Valley Cemetery to the town with the real property conveyance for that continued purpose.

The Chino Valley Cemetery is operated as a simple, traditional, western desert cemetery. There are approximately 1,160 graves on site. The oldest identified interment is dated 1922, although there are a number of unmarked graves that may predate that individual. The cemetery has enough available space to continue to accept new interments for another three - five years. The number of cremain and companion graves will extend or contract availability.

As the site has historic significance and intrinsic municipal value, the Town finds that acquisition of the Chino Valley Cemetery property and operations for use as a municipal cemetery is in the public's best interest. The town is in the best position to properly care for the property and those interred there over the long term. For these reasons, on November 12, 2024, council adopted Ordinance No. 2024-948 authorizing the acquisition of certain real property for use as a municipal cemetery.

Tonight, in addition to this consideration to accept conveyance of the Special Warranty Deed for the cemetery property from the Chino Valley Cemetery Association, in a separate action, Town Council will also consider adoption of the Cemetery Ordinance and Rules and Regulations for its governance.

PREVIOUS ACTION:

On November 12, 2024 council adopted Ordinance No. 2024-948 authorizing the acquisition of certain real property for use as a municipal cemetery. Tonight's consideration is the result of that action which will finalize the previously authorized real property acquisition.

STAFF RECOMMENDATION:

Accept conveyance of a Special Warranty Deed for real property situated in Yavapai County from the Chino Valley Cemetery Association to the Town of Chino Valley.

FISCAL IMPACT?

Upon transfer of ownership, the Town will assume responsibility for ongoing maintenance and operations of the Chino Valley Cemetery. The Chino Valley Cemetery Association will convey approximately \$100,000 in perpetual care funds to the Town to support these future costs and the Town will need to budget for long-term maintenance. No immediate additional General Fund expenditure is anticipated at the time of conveyance.

ATTACHMENTS:

1.	Chino Valley Cemetery - Special Warranty Deed
2.	Cemetery Deed Exhibits A and B - Legal Description and Depiction

WHEN RECORDED, RETURN TO:

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

SPECIAL WARRANTY DEED

**THIS DEED IS EXEMPT FROM THE REQUIREMENT OF FILING AN AFFIDAVIT
OF PROPERTY VALUE PURSUANT TO A.R.S. § 11-1134(A)(3).**

For valuable consideration, **CHINO VALLEY CEMETERY**, an Arizona nonprofit corporation (the “Grantor”), does hereby convey to the **TOWN OF CHINO VALLEY**, an Arizona municipal corporation (the “Grantee”), the following real property situated in Yavapai County, Arizona, together with all rights and privileges appurtenant thereto:

SEE THE LEGAL DESCRIPTION AND DEPICTION ATTACHED HERETO AS EXHIBITS “A” AND “B,” RESPECTIVELY, AND INCORPORATED HEREIN BY THIS REFERENCE.

SUBJECT TO all existing taxes, assessments, liens, encumbrances, reservations in patents, covenants, conditions, restrictions, rights-of-way, easements, and leases of record, and all matters that a physical inspection of the properties would reveal.

Grantor hereby binds itself and its successors to warrant and defend the title as against all acts of Grantor herein and none other, subject to the matters set forth above.

(SIGNATURES FOLLOW)

DATED: _____, 2025

GRANTOR:

CHINO VALLEY CEMETERY,
an Arizona nonprofit corporation

By

Name

Title

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF _____)

On this ____ day of _____, 2025, the foregoing instrument was acknowledged
before me by _____.

Notary Public

(Seal and Expiration Date)

(ADDITIONAL SIGNATURES FOLLOW)

GRANTEE:

TOWN OF CHINO VALLEY,
an Arizona municipal corporation

Tom Armstrong, Mayor

ACKNOWLEDGEMENT

STATE OF ARIZONA)
) ss.
COUNTY OF YAVAPAI)

On this ____ day of _____, 2025, the foregoing instrument was acknowledged
before me by _____, _____ of the Town of Chino Valley.

Notary Public

(Seal and Expiration Date)

EXHIBIT "A"
CHINO VALLEY CEMETERY
LAND DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 16 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, TOWN OF CHINO VALLEY, YAVAPAI COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS....

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION SOUTH 88° 42' 20" WEST (BASIS OF BEARING) A DISTANCE OF 1,262.99 FEET TO THE WESTERLY LINE OF PARCEL 1 RECORDED AS DOCUMENT 2020-0076759, OFFICIAL RECORDS, AND THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID SOUTHERLY LINE OF SAID SECTION SOUTH 88° 42' 20" WEST A DISTANCE OF 296.00 FEET TO THE SOUTHEASTERLY CORNER OF PARCEL 8, ANGUS ACRES, RECORDED IN BOOK 2, PAGE 100 OF LAND SURVEYS, OFFICIAL RECORDS;

THENCE ALONG THE EAST LINE OF SAID PARCEL 8 NORTH 01° 52' 26" WEST, A DISTANCE OF 253.00 FEET TO THE NORTHWEST CORNER OF THE EXCEPTION TO SAID PARCEL 8;

THENCE ALONG THE NORTH LINE OF SAID EXCEPTION NORTH 88° 42' 20" EAST A DISTANCE OF 296.00 FEET TO SAID WESTERLY LINE OF SAID PARCEL 1;

THENCE ALONG SAID WESTERLY LINE SOUTH 01° 52' 26" EAST A DISTANCE OF 253.00 FEET TO THE **POINT OF BEGINNING**.

EXCEPT THE SOUTH 25.00 FEET THEREOF DEDICATED TO THE TOWN OF CHINO VALLEY, RECORDED IN BOOK 2314, PAGE 668 AND IN BOOK 2340, PAGE 921 OF OFFICIAL RECORDS OF YAVAPAI COUNTY.

CONTAINING 67,484 SQUARE FEET, 1.549 ACRES, MORE OR LESS.

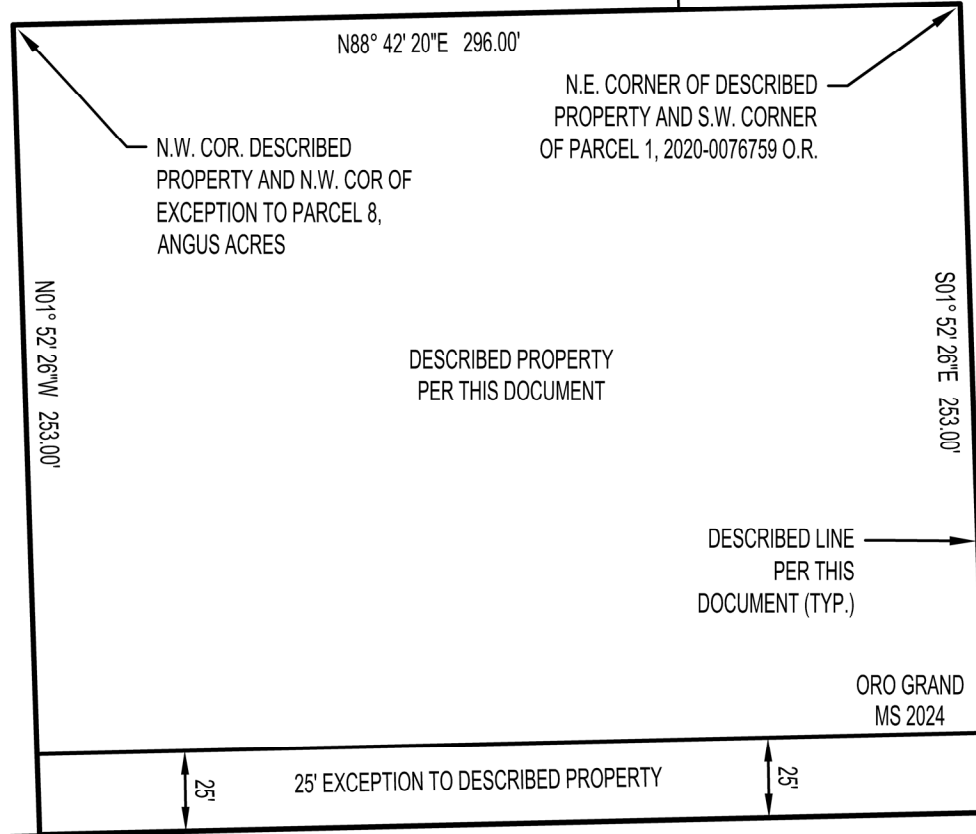


PARCEL 8, ANGUS ACRES
BOOK 2, PAGE 100 LAND SURVEYS
Y.C.R.O.

E'LY LINE PARCEL 8,
ANGUS ACRES

SEC. 28
T 16 N
R 2 W

PARCEL 1,
2020-0076759
Y.C.R.O.



DESCRIBED LINE
PER THIS
DOCUMENT (TYP.)

ORO GRAND
MS 2024

P.O.B. AND SLY COR.
2020-0076759 O.R.

S88° 42' 20" W 1,262.99'
(BASIS OF BEARING)

P.O.C. AND SOUTHEAST
CORNER OF SECTION 28

S.W. CORNER OF DESCRIBED
PROPERTY AND S.E. CORNER
OF PARCEL 8, ANGUS ACRES

ROAD 2 SOUTH TOWN OF CHINO VALLEY



CONTAINING 67,484 SQUARE FEET,
OR 1.549 ACRES, MORE OR LESS.



Civil, Water, Wastewater, Drainage,
and Transportation Engineering
Construction Management • Surveying
California • Arizona

CHINO VALLEY, ARIZONA

EXHIBIT B
CHINO VALLEY CEMETERY
LEGAL DESCRIPTION

DE: BIT CH: BIT DR: BIT JN: 2023730.00 SHEET 1 OF 1



TOWN COUNCIL AGENDA ITEM STAFF REPORT

AGENDA ITEM # 6d
MEETING DATE: 10/28/2025
CONTACT PERSON: Terri Denemy, Town Manager
ITEM TYPE: Action Item

AGENDA ITEM TITLE:

Consideration and possible action to approve Ordinance No. 2025-954 amending Town Code Chapter 91 regarding the Chino Valley Cemetery.

SUMMARY:

In 2008, the Chino Valley Irrigation District (CVID) conveyed its property generally located at 1250 West Road 2 South, and commonly known as the Chino Valley Cemetery, to the Chino Valley Cemetery Association (CVCA), an Arizona nonprofit corporation. CVCA Board has owned and operated the cemetery on a voluntary basis since that time. In 1984, enough donations were collected by CVCA to purchase an additional 1/3 acre to the east to expand the site to its current size of approximately 1.54 acres. Along with the original conveyance of the property to the Chino Valley Cemetery, CVID donated \$100,000 for the cemetery's perpetual care and maintenance. That fund will transfer from the Chino Valley Cemetery to the town with the real property conveyance for that continued purpose.

The Chino Valley Cemetery operates as a simple, traditional, western desert cemetery. There are approximately 1,160 graves on site. The oldest identified interment is dated 1922, although there are a number of unmarked graves that may predate that individual. The cemetery has enough available space to continue to accept new interments for another three - five years. The number of cremain and companion graves will extend or contract availability.

As the site has historic significance and intrinsic municipal value, the Town finds that acquisition of the Chino Valley Cemetery property and operations for use as a municipal cemetery is in the public's best interest. The town is in the best position to properly care for the property and those interred there over the long term. For these reasons, on November 12, 2024, council adopted Ordinance No. 2024-948 authorizing the acquisition of certain real property for use as a municipal cemetery.

In a separate action tonight, Town Council considered conveyance of the Special Warranty Deed for the cemetery property from the Chino Valley Cemetery Association. This action will adopt the Ordinance language and Rules and Regulations for the Cemetery's governance.

PREVIOUS ACTION:

On June 25, 2024, staff held a Study Session with Council to review and comment on the proposed Cemetery Ordinance text and the Cemetery Rules and Regulations document. Council commentary was utilized to develop the final version of both items which are before Council for consideration tonight.

STAFF RECOMMENDATION:

Approve Ordinance No. 2025-954 amending Town Code Chapter 91 regarding the Chino Valley Cemetery.

FISCAL IMPACT?

Adoption of the Cemetery Ordinance and Rules and Regulations establishes the governance framework for the Town's newly acquired municipal cemetery. Implementation will not result in a direct fiscal impact at this time. Future operational costs, such as maintenance, burial services, and administrative oversight, will be addressed through the Town's budget process and supported in part by the perpetual care fund and operational funds transferred from the Chino Valley Cemetery Association.

ATTACHMENTS:

1.	ORD 2025-958 - Chino Valley Cemetery
2.	CODE - Chapter 91 - Chino Valley Cemetery

ORDINANCE NO. 2025-954

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

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

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

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

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

SECTION 2. The Amendment, of which one paper copy and one electronic copy are maintained, in compliance with Ariz. Rev. Stat. § 44-7041, on file in the office of the Town Clerk as required by Ariz. Rev. Stat. § 9-802, and available for public use and inspection during normal business hours, is hereby declared to be a public record, and said copies are hereby ordered to remain on file with the Town Clerk.

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

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

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

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

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

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Chino Valley on this 28th day of October 2025.

Tom Armstrong, Mayor

ATTEST:

Erin N. Deskins, Town Clerk

APPROVED AS TO FORM:

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

I hereby certify that the above foregoing Ordinance No. 2025-954 was duly passed by the Council of the Town of Chino Valley, Arizona, at a regular meeting held on October 28, 2025, and that quorum was present thereat and that the vote thereon was ____ ayes, ____ nays, and ____ abstentions. ____ Council members were absent or excused.

Erin N. Deskins, Town Clerk

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

CHAPTER 91: CHINO VALLEY CEMETERY

Section

General Provisions

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

Accounting and Funds

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

Burial, Interment, and Disinterment

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

Funeral Homes and Mortuaries

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

GENERAL PROVISIONS

§ 91.01 ESTABLISHMENT.

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

§ 91.02 CEMETERY OPERATIONS AND MAINTENANCE.

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

§ 91.03 CEMETERY RULES AND REGULATIONS; EXCEPTIONS.

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

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

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

§ 91.04 CERTAIN PAST TRANSACTIONS AFFIRMED.

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

§ 91.05 CEMETERY IMPROVEMENTS; OTHER MODIFICATIONS.

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

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

§ 91.07 CEMETERY HOURS.

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

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

§ 91.08 CONDUCT WITHIN THE CEMETERY.

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

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

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

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

(E) Loitering on cemetery grounds is prohibited.

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

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

(H) Alcohol is prohibited within the cemetery.

ACCOUNTING AND FUNDS

§ 91.20 FINANCE DIRECTOR.

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

§ 91.21 PERPETUAL CARE FUND.

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

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

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

§ 91.22 OPERATIONAL FUND.

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

§ 91.23 FEES.

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

BURIAL, INTERMENT, AND DISINTERMENT

§ 91.40 CERTIFICATE OF RIGHT OF INTERMENT; OTHER DOCUMENTATION.

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

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

§ 91.41 RIGHT TO SELECT CEMETERY PLOT.

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

§ 91.42 GRAVE MARKERS.

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

FUNERAL HOMES AND MORTUARIES

§ 91.60 INTERMENT / DISINTERMENT.

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

§ 91.61 CERTIFICATE OF INSURANCE.

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

§ 91.62 SUB-CONTRACTING.

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

§ 91.63 FUNERAL HOME RESPONSIBILITIES.

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

§ 91.64 BURIAL REPORTING.

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