



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Meeting Notice and Agenda Town Council

Mayor Jerry Bien-Willner
Vice Mayor Anna Thomasson
Council Member Ellen Andeen
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace
Council Member Mark Stanton

Thursday, June 9, 2022

5:30 PM

Council Chambers

1. CALL TO ORDER / ROLL CALL

Notice is hereby given that members of the Town Council will attend either in person or by electronic conference system, pursuant to A.R.S. §38-431(4).

2. EXECUTIVE SESSION

22-224

Discussion and consultation with the Town Attorney for legal advice regarding proposed amendments to Town Code Chapter 2 regarding Board of Adjustment hearing process and associated regulations as authorized by A.R.S. §38-431.03(A)(3).

22-220

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).

3. STUDY SESSION ITEMS - IMMEDIATELY FOLLOWING THE EXECUTIVE SESSION

The Study Session is open to the public for viewing, and the following items are scheduled for discussion among the Council, Staff, and their designees. The Town Council will be briefed by staff and other Town representatives. There will be no votes and no final action taken on discussion items. The Council may give direction to staff and request that items be scheduled for consideration and final action at a later date. The order of discussion items and the estimated time scheduled to hear each item are subject to change.

22-240

Discussion of Ordinance 2022-05 and Resolution 2022-12 Related to the Board of Adjustment
15 Minutes

Staff Contact:

Andrew McGuire, (602) 257-7664

4. BREAK

5. RECONVENE FOR REGULAR MEETING AT APPROXIMATELY 6:00 PM OR IMMEDIATELY FOLLOWING THE STUDY SESSION**6. ROLL CALL****7. PLEDGE OF ALLEGIANCE*****8. PRESENTATIONS*****22-212 Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley**

Recommendation: Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley.

Staff Contact: Peter Wingert, 480 948-7410

9. CALL TO THE PUBLIC

Citizens may address the Council on any matter not on the agenda or any item on the Study Session (Section 3 on the agenda). In conformance with Open Meeting Laws, Council may not discuss or take action on this matter at this Council meeting, but may respond to criticism, ask that staff review a matter raised, or ask that it be placed on a future agenda. Those making comments shall limit their remarks to three (3) minutes. Please fill out a Speaker Request form prior to addressing the Council.

10. CONSENT AGENDA

All items on the Consent Agenda are considered by the Town Council to be routine and will be enacted by a single motion. There will be no separate discussion of these items. If a member of the Council or public desires discussion on any item it will be removed from the Consent Agenda and considered separately. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

22-221 Minutes of Town Council Meeting May 26, 2022**22-225 Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2022**

Recommendation: Accept donations to the Town received in Fiscal Year 2022.

Staff Contact: Chief Peter Wingert, 480 948-7410

22-233 Discussion and Possible Action to Approve a Contract with Kimley-Horn and Associates for the Design of the Miscellaneous Street Repairs (Various Locations).

Recommendation: Approve contract CON-23-001-ENG and authorize the Town Manager to execute contract in the amount not to exceed \$134,200, and waive the 14-day wait period to sign the agreement.

Staff Contact: Jason Harris, 480-348-3622

22-234 **Discussion and Potential Action to Approve a Contract with Continental Flooring Company for the Town Hall Carpet Replacement.**

Recommendation: Approve contract CON-23-002-ENG and authorize the Town Manager to execute in the amount not to exceed \$65,000 and to waive the 14-day wait period to sign the agreement.

Staff Contact: Jason Harris, 480-348-3622

22-235 **Discussion and Possible Action to Approve a Contract with Educational Furnishings of Arizona for the Town Hall Optimization Phase II Project**

Recommendation: Approve contract CON-23-003-ENG and authorize the Town Manager to execute in the amount not to exceed \$75,000 and to waive the 14-day wait period to sign the agreement

Staff Contact: Jason Harris, 480-348-3622

22-232 **Discussion and Possible Action to Adopt Resolution 2022-14 Authorizing the Town to Enter into Intergovernmental Agreement with the Flood Control District of Maricopa County for the Design and Construction of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.**

Recommendation: Adopt Resolution 2022-14 authorizing the Town Manager to enter into Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County for the Design, Rights-Of-Way Acquisition, Utility Relocations, Construction, Construction Management, and Operation and Maintenance of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.

Staff Contact: Jason Harris, 480-348-3622

22-228 **Discussion and Possible Action to Adopt Resolution 2022-15 Adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2023**

Recommendation: Adopt Resolution 2022-15 setting for the FY 2023 Pension Funding Policy.

Staff Contact: Lindsey Duncan, 480.348.3696

22-227 **Discussion and Possible Action to Adopt Resolution 2022-16 Designating the Chief Fiscal Officer as the Town's Filing Agent for the Annual Expenditure Limitation Report (AELR) for Fiscal Year 2022 and Fiscal Year 2023**

Recommendation: Adopt Resolution 2022-16 designating the CFO for the Submission of the Annual Expenditure Limitation Report for Fiscal Year 2022 and Fiscal Year 2023.

Staff Contact: Lindsey Duncan, 480.348.3696

22-241 **Discussion and Possible Action to Adopt Resolution 2022-17 Amending the Fiscal Year 2022 Budget which Ends June 30, 2022**

Recommendation: Adopt Resolution 2022-17

Staff Contact: Lindsey Duncan, 480.348.3696

22-230 **Discussion and Possible Action to Approve the Intergovernmental Agreement between the Town of Paradise Valley and the City of Tempe for the Continued Operation of the East Valley Regional Veterans Court**

Recommendation: Approve the Intergovernmental Agreement with the City of Tempe allowing Town of Paradise Valley to participate in the Maricopa County East Valley Regional Veterans Court.

Staff Contact: Jeanette Wiesenhofer, 480.404.7020

22-237 **Approval of Amendment to the Town Manager's Employment Contract**

Recommendation: Authorize the Mayor to execute Amendment Four to the Town Manager's Employment Agreement, CON-19-063-TMG-A4, and waive the 14-day contract execution wait period.

Staff Contact: Andrew J. McGuire, 602-257-7664

22-231 **Discussion and Possible Action to Cancel the June 23, 2022 Regular Council Meeting**

Recommendation: Cancel the June 23, 2022 Regular Council Meeting.

Staff Contact: Duncan Miller, 480-348-3610

11. PUBLIC HEARINGS

The Town Council may hear public comments and take action on any of these items. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

22-226**Discussion and Possible Action to Adopt Ordinance 2022-02, a New Special Use Permit for a Private Roadway Gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)**

Recommendation: Motion A. Continue Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J) to September 8, 2022.

Or

Motion B. Adopt Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the seven stipulations in this ordinance (refer to Attachment K.)

Staff Contact: Paul Michaud, 480-348-3574

22-236**Public Hearing on Resolution 2022-19: Final Budget for Fiscal Year 2022**

Recommendation: Hold a Public Hearing on Resolution 2022-19 setting forth the Fiscal Year 2023 Final Budget.

Staff Contact: Lindsey Duncan, 480.348.3696

12. SPECIAL MEETING

The Town Council will convene a Special Meeting in accordance with Arizona law to consider the final budget for Fiscal Year 2023.

22-229**Discussion and Possible Action to Adopt Resolution 2022-19 Approving the Final Budget for Fiscal Year 2022**

Recommendation: Adopt Resolution 2022-19 setting forth the Fiscal Year 2023 Final Budget and authorize staff to proceed with the required postings.

Staff Contact: Lindsey Duncan, 480.348.3696

RECONVENE REGULAR MEETING**13. ACTION ITEMS**

The Town Council May Take Action on This Item. Citizens may address the Council regarding any or all of these items. Those making comments are limited to three (3) minutes. Speakers may not yield their time to others. Please fill out a Speaker Request form prior to the start of the meeting and indicate which item you would like to address.

22-201**Approval of Contract with E1 Audiovisual Technologies for the Council Chambers AV Technology Upgrade.**

Recommendation: Staff recommends Town Council approval of CON-22-210-IT and to authorize the Town Manager to execute in the amount not to exceed \$370,000.00 and to waive the 14-day wait period to sign the agreement.

Staff Contact: Duncan Miller, 480.348.3610, Kathy Fernandez, 480.348.3672

22-242**Discussion and Possible Action to Adopt Ordinance 2022-05, Adopting the June 2022 Town Code Amendments Related to the Board of Adjustment, and Resolution 2022-12, Adopting Amended Rules of Procedure for the Board of Adjustment.**

Recommendation: Adopt Ordinance 2022-05 and Resolution 2022-12 and waive the Council Rules of Procedure requiring a study session at least one meeting in advance of adoption.

Staff Contact: Andrew McGuire, 602.257.7664

14. FUTURE AGENDA ITEMS

The Town Council May Take Action on This Item. The Mayor or Town Manager will present the long range meeting agenda schedule and announce major topics for the following meeting. Any member of the Council may move to have the Town Manager add a new agenda item to a future agenda. Upon concurrence of three more Members, which may include the Mayor, the item shall be added to the list of future agenda items and scheduled by the Town Manager as a future agenda item within 60 days.

22-222**Consideration of Requests for Future Agenda Items**

Recommendation: Review the current list of pending agenda topics.

Staff Contact: Jill B. Keimach, Town Manager, 480-348-3690

15. MAYOR / COUNCIL / MANAGER COMMENTS

The Mayor, Council or Town Manager may provide a summary of current events. In conformance with Open Meeting Laws, Council may not have discussion or take action at this Council meeting on any matter discussed during the summary.

16. ADJOURN*AGENDA IS SUBJECT TO CHANGE*

**Notice is hereby given that pursuant to A.R.S. §1-602.A.9, subject to certain specified statutory exceptions, parents have a right to consent before the State or any of its political subdivisions make a video or audio recording of a minor child. Meetings of the Town Council are audio and/or video recorded, and, as a result, proceedings in which children are present may be subject to such recording. Parents in order to exercise their rights may either file written consent with the Town Clerk to such recording, or take personal action to ensure that their child or children are not present when a recording may be made. If a child is present at the time a recording is made, the Town will assume that the rights afforded parents pursuant to A.R.S. §1-602.A.9 have been waived.*

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can also be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 480-483-1811 (TDD) to request accommodation to participate in the Town Council meeting.



Action Report

File #: 22-224

Discussion and consultation with the Town Attorney for legal advice regarding proposed amendments to Town Code Chapter 2 regarding Board of Adjustment hearing process and associated regulations as authorized by A.R.S. §38-431.03(A)(3).



Action Report

File #: 22-220

The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 22-240

AGENDA TITLE:

Discussion of Ordinance 2022-05 and Resolution 2022-12 Related to the Board of Adjustment

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew McGuire, Town Attorney
Jill B. Keimach, Town Manager

DATE: June 9, 2022

DEPARTMENT: Legal Department
Andrew McGuire, 602.257.7664

AGENDA TITLE:

Ordinance 2022-05, adopting the June 2022 Town Code Amendments Related to the Board of Adjustment, and Resolution 2022-12, adopting amended Rules of Procedure for the Board of Adjustment.

RECOMMENDATION:

Consider approval of the proposed June 2022 Town Code Amendments Related to the Board of Adjustment, through Ordinance 2022-05, and of amended Rules of Procedure for the Board of Adjustment, through Resolution 2022-12; and waive Council Rule requiring a study session at least one meeting in advance of adoption.

SUMMARY STATEMENT:

At the February 10, 2022, Council study session, staff provided categories of potential topics for code amendments. Boards, Commission and Committees was included as one of the topics that would be brought back to council. The proposed amendment to the Board of Adjustment resolution and ordinance is intended to provide consistency with state law and clarity for applicants while preserving the level of service that is expected in Paradise Valley.

KEY POINTS OF THE PROPOSED AMENDMENT:

Fine-tune variance criteria to align with state statutes, by requiring the following findings for all variances:

1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and

2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and
3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.

BUDGETARY IMPACT:

Not applicable

ATTACHMENT(S):

- A. Staff Report
- B. PowerPoint Presentation
- C. Ordinance 2022-05
- D. June 2022 Town Code Amendments Related to the Board of Adjustment
- E. Resolution 2022-12
- F. Redline of changes to section 2-5-3
- G. Board of Adjustment Chair memo/code of conduct/script

Board of Adjustment

Resolution and Code amendment

- TOWN COUNCIL JUNE 9, 2022

Goals for Today

Consider approval of a proposed amendment to the resolution and code for the Board of Adjustment

Intent of the proposed amendment



Consistency with state law



Clarity for applicants and residents



Consistency with State Law

- Arizona Revised Statute 9-462.06

Hear and decide appeals for variances from the terms of the zoning ordinance only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.

Clarity for Applicants

Clear and concise code language on process and procedures

Variance criteria fine-tuned to align with state statutes

Clear & Concise Code language

Revise Board of Adjustment code text for clarity

Clear & Concise Code language

A. Creation and Membership. The Board of Adjustment as previously established is hereby continued in full force and effect, and there is established herewith a Board of Adjustment which shall consist of seven members, each of whom shall be appointed for a term of three years. The word "Board" when used in this article shall mean the Board of Adjustment. Members of said Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council. All persons seeking to be appointed or re-appointed to a term on the Board of Adjustment shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town of the year that the term subject to appointment would become vacant. However, this written application requirement does not apply to an appointment to serve the balance of a term which has become vacant prior to the expiration of the term. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Board of Adjustment shall, at its first meeting in April of each year, elect one of its members to serve as its Chairman-designate. The member designated to be Chairman shall be approved or disapproved for the Chairmanship by the Town Council within thirty (30) days of the election of the Board of Adjustment. If the Chairman-designate is approved for the Chairmanship by the Town Council, he shall become the Chairman immediately upon such approval, and he shall serve as Chairman of the Board (1) until a successor as Chairman is elected and approved in the following year, or (2) until the Chairmanship shall, for any reason, become vacant. If the Chairman-designate is disapproved for the Chairmanship by the Town Council, the Board of Adjustment shall, at its next meeting after such Council disapproval, elect another one of its members to serve as its Chairman designate, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. If, for any reason, the position of Chairman becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chairman-designate for the remainder of the term, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. No member shall serve as Chairman of the Board for a period of time in excess of two (2) consecutive years.

VS.

A. Board of Adjustment.

1. The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.

Fine-tune to align with state statutes

A variance may be granted only upon finding by sufficient evidence:

- 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and**
- 2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and**
- 3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.**

Questions

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, DECLARING THE “JUNE 2022 TOWN CODE AMENDMENTS RELATED TO THE BOARD OF ADJUSTMENT” AS A PUBLIC RECORD AND AMENDING PARADISE VALLEY TOWN CODE CHAPTER 2, MAYOR AND COUNCIL, SECTION 2-5-3, BOARD OF ADJUSTMENT, AS PROVIDED THEREIN; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and Council of the Town of Paradise Valley, as follows:

Section 1. That certain document known as the “June 2022 Town Code Amendments Related to the Board of Adjustment,” of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the Town Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby referred to, adopted, and made a part hereof as if fully set forth herein, and said copies thereof are hereby ordered to remain on file with the Town Clerk.

Section 2. The Town Code is hereby amended as set forth in the “June 2022 Town Code Amendments Related to the Board of Adjustment,” as provided therein.

Section 3. 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 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

(SIGNATURES ON FOLLOWING PAGE)

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

June 2022 Town Code Amendments Related to the Board of Adjustment

Adopted June 9, 2022

June 2022 Town Code Amendments Related to the Board of Adjustment

Section 1. Chapter 2 (Mayor and Council), Article 5 (Boards and Committees), Section 2-5-3 (Board of Adjustment) is hereby amended to read as follows:

Section 2-5-3 Board of Adjustment

- A. Generally. There shall be a Zoning Administrator, with the responsibility to interpret the Zoning Ordinance and the authority to provide administrative relief from the provisions thereof. There shall also be a Board of Adjustment, with the responsibility to hear appeals of the decisions of the Zoning Administrator and the authority to grant variances from the provisions of the Zoning Ordinance. The word “Board” when used in this Section shall mean the Board of Adjustment.
- B. Zoning Administrator.
1. The Community Development Director shall be the Zoning Administrator. If no person is then serving in said capacity, the Town Manager or authorized designee shall serve as the Zoning Administrator.
 2. The Zoning Administrator shall be responsible for interpretation of the Zoning Ordinance at all times, including upon receipt of a complete application therefore.
 - i. A complete application shall:
 1. Be made on a form prescribed by the Zoning Administrator; and
 2. Clearly state the section requiring interpretation, or the characteristics of the desired use and zoning district in which it is proposed to be located; and
 3. Be submitted along with payment of the required fee.
 - ii. The Zoning Administrator shall issue a written interpretation within ten (10) working days of the submission of a complete application.
 - iii. Records of all interpretations shall be maintained.
 - iv. Prior to determining that a use is permitted within a specific zoning district, the Zoning Administrator shall find that:
 1. The use is described and included in the zoning district; or
 2. The intensity of the use will not adversely affect other properties within the zoning district; and
 3. If there is more than one principal use, all of the principal uses are

permitted and the combination of uses will not alter the basic land use characteristics of each principal use or create a different use than that which would otherwise be prohibited.

3. The Zoning Administrator may authorize administrative relief of up to ten (10) percent of any development standard contained in Article X, and for solar device installations only, Article XXII, of the Zoning Ordinance, unless specifically restricted elsewhere in this Section. Administrative relief shall be authorized in writing, with specific findings consistent with the requirements of this Section, upon receipt of a complete application therefore.

- i. A complete application shall:

1. Be made on a form prescribed by the Zoning Administrator; and
2. Clearly identify the proposed improvement to the property that is subject to the request; and
3. Be submitted along with payment of the required fee.

- ii. Notice shall be made by first class mail, postmarked at least five (5) days prior to the proposed date of determination by the Zoning Administrator, to adjacent property owners determined by the Zoning Administrator to be potentially affected by the request for administrative relief.

- iii. Prior to authorizing administrative relief, the Zoning Administrator shall find that:

1. The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property, or the Town; and
2. The relief granted is the minimum required to meet the needs of the proposed improvement; and
3. The relief is not contrary to the purpose and intent of the Zoning Ordinance.

- iv. Administrative relief related to a particular property may only be requested once during an eighteen (18) consecutive month period and only twice during the period of ownership by a recorded owner of the property. The term “owner” is to be interpreted for this purpose to include any person, firm, corporation, partnership, joint venture, trust, or any related persons, parties, firms, corporations, partnerships, joint ventures or trusts, including any successor trusts where the beneficiaries included are the same as any of the persons included as an owner above or as a beneficiary of any preceding

trusts.

- v. The relief requested shall be limited to livable primary and accessory structures and walls, gates, and fences. Administrative relief is not applicable to:
 - 1. New home construction, except to request relief related to an inadvertent error;
 - 2. Properties that are subject to special use permits;
 - 3. Floor area ratio limitations;
 - 4. Tennis or other types of sport courts; or
 - 5. Gazebos or other similar structures.
- vi. The Zoning Administrator may impose reasonable conditions upon any administrative relief granted, to ensure that the public health, safety, and general welfare are protected and substantial justice is done.
- vii. Relief for gates on hillside properties may be allowed, to allow the gates to be as close as necessary to the property line when the topography of the lot precludes them from meeting the setback. Consideration shall be given to proper stacking of vehicles for public safety. No increase in height or size or other deviations from the code shall be granted for gates on hillside properties.

C. Board of Adjustment.

- 1. The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the

term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.

2. Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chair, or the Acting Chair in the absence of the Chair, may administer oaths and compel the attendance of witnesses.
3. The Town Council shall have power to make and publish, by Council Resolution from time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.
4. The Board may grant variances from the provisions of the Zoning Ordinance.
 - i. A variance may be granted only upon finding by sufficient evidence:
 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and
 2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and
 3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.
 - ii. The Board may not grant a variance:
 1. That will make any changes in the uses permitted in any zoning classification or zoning district; or
 2. That will constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which such property is located.
5. The Board shall be responsible to hear appeals of the decisions of the Zoning Administrator, upon the receipt of a complete application therefore. A complete application shall:

- i. Be made on a form prescribed by the Zoning Administrator; and
 - ii. Clearly identify the decision by the Zoning Administrator from which the applicant requests relief; and
 - iii. Be submitted along with payment of the required fee.
- D. Appeal from the Board of Adjustment. A person aggrieved by a decision of the Board, at any time within 30 days of the decision or, if the decision is reviewed by the Town Council, within 30 days of that review, may bring a special action in the Superior Court of Maricopa County. Commencement of a special action shall not stay enforcement of the relevant decision, unless the Superior Court shall otherwise order.

RESOLUTION NUMBER 2022-12

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF
PARADISE VALLEY, ARIZONA, ADOPTING AMENDED RULES OF
PROCEDURE FOR THE BOARD OF ADJUSTMENT.**

WHEREAS, pursuant to the provisions of Section 2-5-3 of the Town Code, the Town Council is empowered to make and publish, from time to time, rules and regulations to govern the proceedings of the Board of Adjustment (the “Board”); and

WHEREAS, the Town Council, working together with the Board, has identified certain areas for improvement in the Board’s Rules of Procedure.

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

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

Section 2. Pursuant to Section 2-5-3 of the Town Code, the Town Council hereby approves and adopts the Rules of Procedure for the Board of Adjustment of the Town of Paradise Valley, in the form attached hereto as Exhibit A and incorporated herein by this reference, to supersede and replace any previous version thereof.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2022-12

[Rules of Procedure]

See following pages.

**Town of Paradise Valley
Rules of Procedure for the Board of
Adjustment**

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Requirements of Application for Variance

A. Who may apply?

The owner or agent.

B. Requirements for application:

Completed application form and payment of required fee.

Scheduling and Advertising of Hearing

A. Scheduled Date. When an applicant has submitted a complete application, a hearing shall be scheduled. The scheduled hearing shall be no later than 60 days after receipt of the complete application.

B. Publication and Posting. Fifteen days prior to the scheduled hearing, the Town shall:

1. Publish one notice of the time, place, and date of such hearing in an official newspaper of the Town, or in a newspaper of general circulation in the Town; and
2. Post a notice of the time, place, and date of such hearing on the affected property; such notice shall remain posted for the entire 15-day period.

C. Materials Provided to the Board by Town Staff or Applicant. All materials (including electronic materials such as a PowerPoint presentation that the applicant would like to use at the public meeting) must be submitted before the first date on which an

advertisement for the hearing is published in a newspaper of general circulation (the “Cut-off Date”).

1. Materials submitted by the applicant after the Cut-off Date shall not be distributed to the Board and shall not be considered at the public meeting or hearing.
2. If an applicant believes that additional materials not submitted before the Cut-off Date need to be placed before the Board, then the applicant may request that the hearing be continued to another suitable date, in which case the applicant shall pay the costs of re-advertising and re-posting the required notices of public hearing.
3. The Community Development Director may make an exception to the requirements of this Section for materials that do not substantially change the application, or are de minimis in nature, at the discretion of the Director.

D. Statements or Materials by Members of the Public. Members of the public may either:

1. Submit statements or materials at least 24 hours prior to the posted hearing time; or
2. Submit a minimum of 10 hard copies of a statement or material at the time of the hearing.

Chair and Acting Chair

- A. Presiding Officer. The Chair shall preside at all Board meetings.
- B. Absence of the Chair. In the absence of the Chair, the members present at any meeting shall elect a member to be Acting Chair, and such Acting Chair shall exercise all powers and prerogatives of the Chair until such time as the Chair is present.

Procedure for Board Meetings

- A. Location of Meetings: Unless otherwise specified by the Chair, all meetings of the Board shall be held at the Paradise Valley Town Hall, 6401 E. Lincoln Drive.
- B. Time for meetings:
 1. Regular Meetings:

The Board shall hold regular meetings on the first Wednesday of each month at 6:00 p.m., as needed. When the first Wednesday of the month falls upon a legal holiday recognized by the Town, the regular meeting may be scheduled for the following Wednesday.

2. Special Meetings:

Special meetings of the Board may be called by the Chair, provided that each member receives notice of such meeting at least 48 hours prior to such meeting in person, by telephone, or in writing.

3. Work Sessions:

At the discretion of the Chair, the Board may hold a work session to discuss agenda items in advance of a regular or special meeting,

4. Site Visits:

With the agreement of an applicant, members of the Board may visit the site for which an application has been submitted. Site visits must occur within a pre-established period of time, and the Board shall issue a Notice of Possible Quorum at least 24 hours before the commencement of such period. Members of the Board are not required to visit the site simultaneously.

During a site visit, members of the Board shall not communicate with each other, with the applicant, or with any other person regarding the details or merits of the relevant application.

C. Quorum Requirements:

A Quorum of the Board shall be four members.

D. Decisions and Actions by Majority Vote:

1. All decisions and actions of the Board shall be by an affirmative vote of a majority of those members present and voting.
2. The vote or abstention from voting, of every individual member, on all matters voted upon, shall be recorded in the minutes of the meeting by the Board Secretary. A member shall vote “yes” or “no,” or expressly abstain from voting.
3. No member who is present at a meeting of the Board shall abstain from voting unless:
 - a. The member was not present for all or a portion of the hearing on the subject to be voted upon; or
 - b. The member has a conflict of interest as provided by law.

4. When a member of the Board abstains from voting, he or she shall publicly state the reason for such abstention prior to the consideration of the item by the Board.
 5. If a member declines to vote on any grounds that do not satisfy the requirements for abstention, that member shall be deemed to have voted “no.”
 6. The Board may consider multiple motions on a single item.
 7. A tie vote shall be treated as a failure of the motion.
- E. Addressing the Board: Any person recognized by the Chair may speak and address the Board to express an opinion on any matter before the Board. The Chair may require any person who wishes to speak or present evidence to the Board to take an oath, which shall be administered by the Chair or the Clerk. If the Chair reasonably believes it is necessary to expedite the Board’s action on a matter, the Chair may impose reasonable time limits upon the oral statements of any person. If a spokesperson for an identified group of residents (such as an HOA officer or an attorney, the “Spokesperson”) desires to speak on behalf of that group, a larger amount of time will be allotted, but not in excess of 15 minutes unless the Chair finds that there are particularly detailed and difficult matters involved in the case. The Chair shall advise the members of a group that has selected a Spokesperson that if the members desire to speak individually at the meeting, the members shall limit their time and avoid any repetition of matters already addressed by the Spokesperson.
- F. Transcription: Upon the request of any party, and at that party’s expense, a certified court reporter may record the proceedings of all or any portion of a meeting. If a transcript of all or any portion of the Board proceedings is prepared, a copy shall be furnished to the Board by and at the expense of the party ordering or causing the transcript to be prepared and completed.
- G. Motion to Reconsider: A motion to reconsider an action taken by the Board may be made only at the same meeting, or at the next regular meeting of the Board.
1. A motion to reconsider must be made by a Member of the Board who voted on the prevailing side of the motion but may be seconded by any other Member. A question failing by virtue of a tie vote may be reconsidered by motion of any Member of the Board.
 2. If a Member of the Board desires to make a motion to reconsider after the meeting at which the matter was decided, then the Member shall contact the Chair and the Community Development Director within 15 days of the meeting indicating that they would like to have a motion to reconsider the matter placed on the next Board meeting agenda.

3. If the motion to reconsider passes, then the Board shall then take the matter up for discussion and possible action at the same meeting at which the motion to reconsider passed.
- H. Recording: All or any part of a Board meeting may be recorded by any person in attendance, provided that there is no active interference with the conduct of the meeting.
- I. Order of Business: The Order of Business of all regular Board meetings shall be:
 1. Call to Order
 2. Roll Call
 3. Regular Business of the Board
 4. Approval or Amendment of Minutes of Previous Meeting
 5. Adjournment
- J. Presumption. When an applicant for a variance is denied or disapproved by the Board and the reason for such denial or disapproval is not stated in the motion, the reason for denial shall be that the applicant has failed to establish facts justifying a variance.

Board Code of Conduct

The Board may adopt a code of conduct to govern the responsibilities of its members, its method of holding meetings, and other matters.

Assistance from Town Staff

- A. The Community Development Director shall attend all meetings of the Board and may comment on any matter before the Board.
- B. Upon request from the Chair of the Board, the Town Manager shall endeavor to provide any information or assistance which may assist the Board or any member of the Board.

APPENDIX A
TO
RULES OF PROCEDURE FOR THE BOARD OF ADJUSTMENT

Variance Hearing Procedure

- I. Chair states the name of the case and asks for the staff report.
- II. Staff presents its report and recommendation; Board is invited to ask questions.
- III. Applicant/representative presents case; Board is invited to ask questions.
- IV. Chair opens the public hearing, invites speakers in favor of or against the proposal, and asks speakers to state name and whether they are resident of the Town. (Board is invited to ask questions of each speaker after they conclude their remarks.)
- V. Chair closes public hearing.
- VI. Applicant/representative is invited to rebut/clarify/conclude.
- VII. Board members are invited by the Chair to ask questions of the applicant/representative and/or Town Staff.
- VIII. Board deliberates.
- IX. Chair calls for a motion, and a second.
- X. Chair asks for discussion on the motion, if any.
- XI. Voting, either by roll call or voice vote.
- XII. The results of the voting are declared by the Secretary.
- XIII. Board moves to next item of business.

APPENDIX B
TO
RULES OF PROCEDURE FOR THE BOARD OF ADJUSTMENT

Appeal Hearing Procedure

- I. Chair states the name of the case and invites the staff to present the facts related to the appeal.
- II. Chair invites the appellant, or appellant's attorney, to step to the podium, make an introduction, and present the witnesses to be sworn in.
- III. Chair invites witnesses to step forward and face the staff table for swearing-in.
- IV. Chair or clerk rises, asks witnesses to raise their right hands and repeat swearing-in statement after them.
- V. Chair invites applicant/attorney to present argument and invite witnesses to speak as needed.
- VI. Chair opens public hearing and invites interested citizens who wish to speak to be sworn in.
- VII. Chair invites interested citizens to speak.
- VIII. Chair closes public hearing.
- IX. Board members are invited by the Chair to ask questions of the attorney, witnesses, and/or staff.
- X. Board deliberates.
- XI. Chair calls for a motion, and a second.
- XII. Chair asks for discussion on the motion, if any.
- XIII. Voting, either by roll call, hand signal, or voice vote.
- XIV. The results of the voting are declared by the Secretary.
- XV. Board moves to next item of business.

June 2022 Town Code Amendments Related to the Board of Adjustment

Section 1. Chapter 2 (Mayor and Council), Article 5 (Boards and Committees), Section 2-5-3 (Board of Adjustment) is hereby amended to read as follows:

Section 2-5-3

Board of Adjustment ~~-8-188-583-623-646-654-685-2016-05-2020-03~~

~~Creation and Membership. The Board of Adjustment as previously established is hereby continued in full force and effect, and there is established herewith a Board of Adjustment which shall consist of seven members, each of whom shall be appointed for a term of three years. The word "Board" when used in this article shall mean the Board of Adjustment. Members of said Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council. All persons seeking to be appointed or re-appointed to a term on the Board of Adjustment shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town of the year that the term subject to appointment would become vacant. However, this written application requirement does not apply to an appointment to serve the balance of a term which has become vacant prior to the expiration of the term. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Board of Adjustment shall, at its first meeting in April of each year, elect one of its members to serve as its Chairman designate. The member designated to be Chairman shall be approved or disapproved for the Chairmanship by the Town Council within thirty (30) days of the election of the Board of Adjustment. If the~~

~~Chairman designate is approved for the Chairmanship by the Town Council, he shall become the Chairman immediately upon such approval, and he shall serve as Chairman of the Board (1) until a successor as Chairman is elected and approved in the following year, or (2) until the Chairmanship shall, for any reason, become vacant. If the Chairman designate is disapproved for the Chairmanship by the Town Council, the Board of Adjustment shall, at its next meeting after such Council disapproval, elect another one of its members to serve as its Chairman designate, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. If, for any reason, the position of Chairman becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chairman designate for the remainder of the term, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. No member shall serve as Chairman of the Board for a period of time in excess of two (2) consecutive years.~~

~~B. Board of Adjustment, Meeting, Administration of Oaths, and Compelling Attendance of~~

~~Witnesses. All meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chairman, or in his absence, the Acting Chairman, may administer oaths and compel the attendance of witnesses.~~

~~C. Rules and Regulations, Records, Procedures, Limitations.~~ ¹⁷⁶⁻²⁰²⁰⁻⁰³

~~The Town Council shall have power to make and publish, by Council Resolution for time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that~~

~~fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or every amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.~~

~~1. Appeal of a Ruling of~~ Generally. There shall be a Zoning Administrator, with the responsibility to interpret the Zoning Ordinance and the authority to provide administrative relief from the provisions thereof. There shall also be a Board of Adjustment, with the responsibility to hear appeals of the decisions of the Zoning Administrator and ~~the authority to grant variances~~ from the provisions of the Zoning Ordinance. The word "Board" when used in this Section shall mean the Board of Adjustment.

A. Zoning Administrator.

1. The Community Development Director shall be the Zoning Administrator. If no person is then serving in said capacity, the Town Manager or authorized designee shall serve as the Zoning Administrator. ^{81_144_176_685}
- ~~2. Application for appeal to the Board of Adjustment for relief from the rulings of the Zoning Administrator of the Town, in which it is alleged there is an error in an order, requirement or decision made by the Zoning Administrator in the enforcement of the zoning ordinance, may be made by any aggrieved person or by any officer, department, board or bureau of the municipality affected by a decision of the Zoning Administrator by filing with the Zoning Administrator and with the Board, within thirty (30) days after the Zoning Administrator's ruling, a notice of appeal specifying the grounds thereof together with an application form and payment of the appeal prescribed in the Town of Paradise Valley Fee Schedule. The Community Development Director shall be the The Zoning Administrator for purposes of this article.~~

2. Variance ¹⁷⁶

- ~~a. The Board may authorize such variances from and exceptions to the strict application of the terms of this section as are in harmony with its general purposes and intents, if it shall find that the granting of such variances and exception will serve not merely as a convenience to the applicant but are necessary to alleviate some demonstrable hardship or difficulty so great as to warrant a variance under the circumstances.~~
- ~~b. The commencement of construction, alteration, repair, removal, or demolition of any building or structure without first obtaining a duly licensed building permit from the Town of Paradise Valley shall not constitute a demonstrable hardship under this section, and a variance shall not be granted for such reason alone.~~

3. Appeal From Board.

~~A person aggrieved by a decision of the Board, including a Town officer, may, at any time within thirty (30) days after the decision of the Board or, if reviewed by the Town~~

~~Council, within 30 days of the Town Council decision, bring a special action in the Superior Court of Maricopa County for the purpose of reviewing the Board's decision, pursuant to the "Rules of Procedure for Special Actions." Commencement of the special action shall not stay proceedings upon the decision appealed from unless the court shall otherwise order.~~

~~4. The Board of Adjustment May Not:~~^{176, 188}

~~a. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Ordinance provided the restriction in this paragraph shall not affect the authority to grant variances.~~

~~b. Grant a variance if the special circumstances, hardship or difficulty applicable to the property are self-imposed by the property owner, or predecessor, special circumstances, hardship, or difficulty which arise out of misunderstanding or mistake are not grounds for a variance.~~

~~D. Zoning Code Interpretations:~~⁵⁸³

~~1. The Community Development Director shall be responsible for interpretation of the Paradise Valley Zoning Ordinance. Interpretations may be considered if there is a question of clarity of any development standard or other provision of this ordinance, or a review is required within the permitted use categories of a specified zone district. at all times, including upon receipt of a complete application therefore.~~

i. A complete application shall:

1. Be made on a form prescribed by the Zoning Administrator; and

2. ~~An application clearly stating~~ Clearly state the section requiring interpretation, or the characteristics of the desired use and ~~zone~~ zoning district in which it is proposed to be located ~~shall be;~~ and

3. Be submitted ~~on a form prescribed by the Community Development Director~~ along with payment of the required fee ~~before an interpretation will be made. All requests for written interpretations shall be filed in the Community Development Department.~~

ii. ~~3. The Community Development Director~~ Zoning Administrator shall issue a written interpretation within ten (10) working days of the submission of a ~~completed~~ complete application ~~and request for interpretation. All,~~

iii. Records of all interpretations shall be maintained ~~in the Community Development Department records.~~

iv. ~~4. Prior to determining that a use is permitted within a specific zoning district, the Community Development Director~~ Zoning Administrator shall

find that:

1. ~~a.~~ The use is described and included in the zoning district; or
2. ~~b.~~ The intensity of the use will not adversely affect other properties within the zoning district; ~~or~~ and
3. ~~c.~~ If there is more than one principal use, all of the principal uses are permitted and ~~that~~ the combination of uses will not alter the basic land use characteristics of each principal use or create a different use than that which would otherwise be prohibited.

~~E~~ Administrative Relief. ^{583_654}

3. ~~1.~~ The ~~Community Development Director~~ Zoning Administrator may authorize administrative relief ~~to a property owner in the Town of Paradise Valley~~ of up to ten (10) percent of any development standard contained in Article X, and for solar device installations only, Article XXII, of the ~~Town Zoning Code~~ Ordinance, unless specifically restricted elsewhere in this ~~ordinance. For gates on hillside properties, administrative relief may be authorized as described in subsection (i) below~~ Section. Administrative relief shall be ~~subject to~~ authorized in writing, with specific findings consistent with the ~~following~~ requirements ~~and limitations~~ of this Section, upon receipt of a complete application therefore.

i. A complete application shall:

1. ~~a.~~ An application shall be submitted (and the fee set forth in the Town of Paradise Valley Fee Schedule, as such may be amended from time to time, shall be paid) by the property owner requesting administrative relief, Be made on a form prescribed by the Community Development Director for such, identifying Zoning Administrator; and
2. Clearly identify the proposed improvement to the property that is subject to the request; and
3. Be submitted along with payment of the required fee.

- ii. ~~b.~~ Notice shall be made by first class mail, postmarked at least five (5) days prior to the proposed date of determination by the ~~Community Development Director~~ Zoning Administrator, to adjacent property owners determined by the ~~Community Development Director as~~ Zoning Administrator to be potentially affected by the request for administrative relief;

iii. Prior to authorizing administrative relief, the Zoning Administrator shall find that:

1. ~~c.~~ The proposed improvement requiring relief will not be detrimental

to the property requesting relief, any adjacent property, or the Town;
~~as determined by the Community Development Director; and~~

2. ~~d.~~ The relief granted is the minimum required to meet the needs of the proposed improvement, ~~as determined by the Community Development Director; and~~

3. ~~e.~~ The relief ~~shall~~is not ~~be~~ contrary to the purpose and intent of ~~this ordinance; and~~ the Zoning Ordinance.

iv. ~~f.~~ Administrative relief related to a particular property may only be requested once during an eighteen (18) consecutive month period and only twice during the period of ownership by a recorded owner of the property; ~~the.~~ The term “owner” is to be interpreted for ~~purposes of this section~~ purpose to include any person, firm, corporation, partnership, joint venture, trust, or any related persons, parties, firms, corporations, partnerships, joint ventures or trusts, including any successor trusts where the beneficiaries included are the same as any of the persons included as an owner above or as a beneficiary of any preceding trusts.

v. ~~g.~~ The relief requested ~~is~~ shall be limited to livable primary and accessory structures and walls, gates, and fences. ~~It~~ Administrative relief is not applicable to:

1. ~~i.~~ New home construction, except to request relief related to an inadvertent error;i

2. ~~ii.~~ Properties that are subject to special use permits;i

3. ~~iii.~~ Floor area ratio limitations;i

4. ~~iv.~~ Tennis or other types of sport courts;i or

5. ~~v.~~ Gazebos or other similar structures.

vi. ~~h.~~ The ~~Community Development Director~~ Zoning Administrator may impose reasonable conditions upon any administrative relief granted, to ensure that the public health, safety, and general welfare are protected and substantial justice is done.

vii. ~~i.~~ Relief for gates on hillside properties may be allowed. ~~Such relief shall only be granted for the location,~~ to allow the gates to be as close as necessary to the property line when the topography of the lot precludes them from meeting the setback. Consideration shall be given to proper stacking of vehicles for public safety. No increase in height or size or other deviations ~~of~~ from the code shall be granted for gates on hillside properties.

B. Board of Adjustment.

1. ~~2. Any relief authorized by the Community Development Director shall be documented with findings consistent with the standards above and filed with the building permit records, subdivision case file, or other department files, as appropriate.~~ The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.
2. Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chair, or the Acting Chair in the absence of the Chair, may administer oaths and compel the attendance of witnesses.
3. The Town Council shall have power to make and publish, by Council Resolution from time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.
4. The Board may grant variances from the provisions of the Zoning Ordinance.
 - i. A variance may be granted only upon finding by sufficient evidence:
 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and

2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and

3. That ~~the strict application of the~~ Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.

ii. The Board may not grant a variance:

1. That will ~~make any changes in the uses permitted in any zoning classification or zoning district; or~~

2. ~~F. Appeals.~~⁵⁸³ That will constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which such property is located.

~~5. All decisions and interpretations by the Community Development Director performed in accordance with Section 2-5-3.E may be appealed to the Board of Adjustment in accordance with the procedures prescribed in Section 2-5-3.C. The~~ Board shall be responsible to hear appeals of the decisions of the Zoning Administrator, upon the receipt of a complete application therefore. A complete application shall:

i. Be made on a form prescribed by the Zoning Administrator; and

ii. Clearly identify the decision by the Zoning Administrator from which the applicant requests relief; and

iii. Be submitted along with payment of the required fee.

C. Appeal from the Board of Adjustment. A person aggrieved by a decision of the Board, at any time within 30 days of the decision or, if the decision is reviewed by the Town Council, within 30 days of that review, may bring a special action in the Superior Court of Maricopa County. Commencement of a special action shall not stay enforcement of the relevant decision, unless the Superior Court shall otherwise order.

From: [Hope Ozer](#)
To: [Lisa Collins](#)
Subject: Board of Adjustment Rules of Procedure
Date: Friday, May 27, 2022 4:22:44 PM
Attachments: [Board of Adjustment Script 5272022.docx](#)
[Appendix B - Variance Hearing Procedure 2022-04-26.docx](#)
[B of A Code of Conduct 5272022.docx](#)

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Dear Lisa,

It was a pleasure meeting with you and John Gaylord to help fine-tune the Rules of Procedure for the Board of Adjustment. John has a unique ability to synthesize information. I believe we made great progress in removing redundancies and making the document far more clear.

Having served on this board for 35 years, and once again serving as its chair, there are certain practices/documents that I believe would be prudent to incorporate going forward. I've taken the liberty of drafting, and with your input fine-tuning the following, which are attached:

- **Board of Adjustment Script:** A guide for current and future chairs to orient applicants and attendees at the hearing
- **Appendix B – Variance Hearing Procedure:** A procedural road map to be utilized by Board Members on each case being addressed Simply updated from the previous version. [My tech skills were challenged and I was having some formatting issues in section IV which will be addressed]
- **B of A Code of Conduct:** As rulings by this board may be appealed to the Superior Court, it is prudent that there be an appropriate Code of Conduct for members.

I would appreciate it if you would review these drafts and pass them along to Council for their approval. As we have our next B f A meeting on June 1, time is of the essence.

Have a fabulous Memorial Day weekend.

Thanks!

Warm regards,
Hope

Hope H. Ozer
hope@phoenixmanhattan.com
602.284.2222 cell

Town of Paradise Valley Board of Adjustment

Board Members Code of Conduct

- I. Board members must attend a training session.
- II. In order to assure a quorum, Board members are requested to advise staff within two (2) days of receipt of packet of their intention to attend or not attend.
- III. Board members are to attend meetings in person unless out of town or under extenuating circumstances.
- IV. If attending via Zoom, live camera is to be turned on including member's identity.
- V. Board members must visit the property within prescribed window in advance of the meeting.
- VI. Board members are to be familiar with the order of procedure, including having the "Variance Hearing Procedure" document with them at meetings.
- VII. As rulings made by the Board may be appealed to the Superior Court of the State of Arizona, it is vital that procedures are beyond reproach.
- VIII. Thus, staff are to be addressed as Ms. or Mr. rather than by first names.

BOARD OF ADJUSTMENT CHAIRPERSON'S SCRIPT

Chair:

- I hereby call the [**Month, Day, Year**] meeting of the Town of Paradise Valley Board of Adjustment to order and welcome you all!
- I am Hope Ozer, Chair of the Board
- Board members, please introduce yourselves.
- Staff liaison [Mr. Zuganelis], please introduce the staff members present.

Chair:

- The Board of Adjustment is a quasi-judicial body that rules on variances to the Paradise Valley zoning ordinance. We are governed by Arizona State Statute defining under what circumstances we are empowered to provide those variances from the provisions of the Zoning Ordinance.
- Rulings and previous rulings of this Board do not set precedence. Each request is reviewed on its own merits and each decision of the Board is based on the specifics of the property and the requested variance.
- For the benefit of those in attendance, here is an overview of how we will proceed:
 - When the case is called, Town staff will make a presentation with questions from the board.
 - Next, you as the applicant or your representative will present with questions from the board.
 - I will then **OPEN the public hearing** and ask for those who wish to speak in favor of the application, followed by those who wish to speak in opposition to the application.
 - I will then **CLOSE the public hearing**.
 - The board will deliberate, proceed to a motion, and vote.
- When you approach the podium, please speak into the microphone and state your name and Town or City of residence.
- Board decisions may be appealed to the Superior Court of the State of Arizona within 30 days of a decision made by the Board.
- You are free to remain in the chambers after the ruling if you wish. We will by no means be insulted if you choose to leave. We will then move onto the next order of business.



Action Report

File #: 22-212

AGENDA TITLE:

Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley

RECOMMENDATION:

Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Peter Wingert, Chief of Police

DATE: June 9, 2022

DEPARTMENT: Police Department
Chief Peter Wingert, 480 948-7410

AGENDA TITLE:

Recognize August 2022 as Drowning Impact Awareness Month in Paradise Valley

RECOMMENDATION:

Staff recommends recognizing August 2022 as Drowning Impact Awareness Month in Paradise Valley.

SUMMARY STATEMENT:

Drowning is a top cause of injury and death for children and teens in Arizona. Drowning impacts not only the victims, but also families, emergency personnel, and our entire society. Research proven strategies can save lives. Those strategies include constant supervision, restricting access to water, the use of life jackets, swimming lessons, and CPR training.

August is recognized nationally as Drowning Impact Awareness Month. The Drowning Prevention Coalition of Arizona partners with local governments to engage communities in understanding these strategies.

BUDGETARY IMPACT:

There is no cost.

ATTACHMENT(S):

- A. Staff Report
- B. Proclamation

Proclamation

WHEREAS, Arizona's future prosperity depends upon the long-term health, safety, and well-being of the nearly two million children and teens in our state; and

WHEREAS, drowning is a top cause of injury and death for children and teens in Arizona, affecting not only the victims, but also families, emergency personnel, and our society as a whole; and

WHEREAS, research-proven strategies can save lives, including constant and capable supervision, restricting access to water, use of life jackets, swimming lessons for adults and children at the appropriate age, and rapid emergency response, including CPR; and

WHEREAS, during the month of August, Drowning Prevention Coalition of Arizona, in collaboration with state and local governments, community organizations, and private citizens, will be engaging communities throughout Arizona in a coordinated and comprehensive response.

NOW, THEREFORE, I, Jerry Bien-Willner, Mayor of the Town of Paradise Valley, do hereby proclaim August 2022 as

"DROWNING IMPACT AWARENESS MONTH"

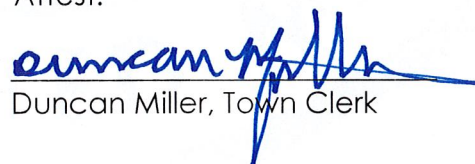
and urge all communities and citizens of Arizona to participate in efforts to reduce drowning risk, strengthen families, and protect children and teens.

IN WITNESS WHEREOF, I have set my hand and caused to be affixed the seal of the Town of Paradise Valley this 9th day of June, 2022.




Jerry Bien-Willner, Mayor

Attest:


Duncan Miller, Town Clerk



Town of Paradise Valley

6401 E Lincoln Dr
Paradise Valley, AZ 85253

Action Report

File #: 22-221



**TOWN COUNCIL MEETING
6401 E. LINCOLN DRIVE
PARADISE VALLEY, ARIZONA 85253
MINUTES
THURSDAY, MAY 26, 2022**

1. CALL TO ORDER / ROLL CALL

Mayor Bien-Willner called to order the Town Council Meeting for Thursday, May 26, 2022 at 3:00 p.m. in the Town Hall Boardroom, 6401 E. Lincoln Drive, Paradise Valley, AZ 85253.

COUNCIL MEMBERS PRESENT

Mayor Jerry Bien-Willner
Vice Mayor Anna Thomasson
Council Member Ellen Andeen attended by video conference
Council Member Paul Dembow
Council Member Scott Moore
Council Member Julie Pace attended by video conference
Council Member Mark Stanton

STAFF MEMBERS PRESENT

Town Manager Jill Keimach
Town Attorney Andrew J. McGuire attended by video conference
Town Clerk Duncan Miller

A motion was made by Council Member Dembow, seconded by Council Member Stanton, to go into executive session to discuss item 22-203. The motion carried by the following vote:

Aye: 7 - Vice Mayor Thomasson
Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

2. EXECUTIVE SESSION

**22-203 Discussion or consideration regarding Town Manager
performance review and goal setting as authorized by A.R.S.
§38-431.03(A)(1).**

Note: Minutes of Town Council meetings are prepared in accordance with the provisions of Arizona Revised Statutes. These minutes are intended to be an accurate reflection of action taken and direction given by the Town Council and are not verbatim transcripts. Video recordings of the meetings along with staff reports and presentations are available online (www.paradisevalleyaz.gov) and are on file in the Office of the Town Clerk. Persons with disabilities who experience difficulties accessing this information may request accommodation by calling 480-948-7411 (voice) or 480-348-1811 (TDD).

- 22-202 The Town Council may go into executive session at one or more times during the meeting as needed to confer with the Town Attorney for legal advice regarding any of the items listed on the agenda as authorized by A.R.S. §38-431.03(A)(3).**

3. STUDY SESSION ITEMS

STAFF MEMBERS PRESENT

Town Manager Jill Keimach
Town Attorney Andrew J. McGuire attended by video conference
Town Clerk Duncan Miller
Town Engineer Paul Mood
Community Development Director Lisa Collins
Public Works Director Brent Skoglund
CIO Kathy Fernandez
Capital Projects Administrator Jason Harris
Public Works Superintendent Jerry Cooper
Police Commander Michael Cole
Municipal Court Director Jeanette Wiesenhofer

Mayor Bien-Willner reconvened the Study Session at 3:30 PM.

22-208 Maricopa County Vector Control Update

Maricopa County Public Health Executive Director Marcy Flanagan and Maricopa County Environmental Services Director Darcy Kober briefed the Town Council on vector-borne diseases and the County's strategies for surveillance, testing, and abatement. They provided information on what actions residents can take to reduce mosquito breeding sites and how to report mosquito concerns.

22-200 Discussion of Proposed Audiovisual Technology (AV) Upgrade and Expansion in Town Hall Chambers, Board Room, Community room, and PD conference room

Chief Information Officer Kathy Fernandez summarized a proposal to upgrade and enhance audiovisual technology in the Town Hall Council Chambers, Boardroom Community Room, and Police Department Auditorium. She said the current AV infrastructure in Town Hall is ten years old and has surpassed its operational life. She stated that the Town will be purchasing new equipment through a vendor on state contract. The total estimated project would cost \$370,000 and would be purchased using 2020 Bond Series Funds.

22-214 Discussion of the Annual Pavement Preservation Program

Public Works Superintendent Jerry Cooper summarized the 2023 pavement preservation program which included a full mill and 1 ½ inch asphalt overlay in Maintenance Districts 1 and 3, McDonald Drive from Tatum Boulevard to Town Limits, and Jackrabbit Road from Invergordon Road to Town Limits. The work would be performed by M.R. Tanner Construction at a cost of \$2,704,801. It would be paid using Highway User Revenue Funds (HURF).

22-217 Presentation, Discussion, and Direction Regarding the Town of Paradise Valley's Tentative Budget for Fiscal Year 2023 which Begins on July 1, 2022

Chief Financial Officer Lindsey Duncan presented the Tentative Budget for Fiscal Year 2023. She summarized the statutory requirements that must be followed to adopt the annual budget and reviewed the budget calendar. She explained the expenditure limitation and how it is determined. She stated that the FY 2023 expenditure limitation is \$41,000,962 plus total exclusions in the amount of \$10,835,314. She detailed the FY 2023 revenue and expenditures totaling \$51,836,276.

Department Directors summarized and compared key performance statistics from the current and previous fiscal years.

Mayor Bien-Willner recessed the meeting at 5:15 PM.

4. BREAK

5. RECONVENE FOR REGULAR MEETING

Mayor Bien-Willner reconvened the meeting at 6:00 PM.

6. ROLL CALL**COUNCIL MEMBERS PRESENT**

Mayor Jerry Bien-Willner

Vice Mayor Anna Thomasson

Council Member Ellen Andeen attended by video conference

Council Member Paul Dembow

Council Member Scott Moore

Council Member Julie Pace attended by video conference

Council Member Mark Stanton

STAFF MEMBERS PRESENT

Town Manager Jill Keimach

Town Attorney Andrew McGuire attended by video conference

Town Clerk Duncan Miller

Commander Michael Cole

Community Development Director Lisa Collins

Town Engineer Paul Mood

CIO Kathy Fernandez

CFO Lindsey Duncan

7. PLEDGE OF ALLEGIANCE*

Mayor Bien-Willner led the Pledge of Allegiance.

8. PRESENTATIONS

**22-209 Paradise Valley Historical Advisory Committee Anniversary
Celebration**

Catherine Kauffman, Chair of the Paradise Valley Historical Advisory Committee, made a presentation recognizing the Town's 61st Anniversary. She referenced the many interviews the Committee has collected of notable residents.

Mayor Bien-Willner also presented a proclamation recognizing former Mayor Edward F. Lowry, Jr. who was one of the residents interviewed by the Committee.

9. CALL TO THE PUBLIC

Resident Cie Scott addressed the Council regarding speeding on N. Hillside Drive.

10. PUBLIC HEARINGS**22-211 Continuance of new Special Use Permit for a private roadway gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)**

Planning Manager Paul Michaud stated that the applicant for the proposed Special Use Permit for a private roadway gate on East Cottontail Run Rd requested that the public hearing be continued to June 9, 2022 to give them more time to consult with neighbors impacted by the project.

Mayor Bien-Willner opened the public hearing. There were no public comments.
Mayor Bien-Willner closed the public hearing.

There was no Council discussion.

A motion was made by Council Member Dembow, seconded by Council Member Moore, to continue Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard, to June 9, 2022. The motion carried by the following vote:

Aye: 7 - Vice Mayor Thomasson
Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

11. ACTION ITEMS**22-218 Discussion and Possible Action to Adopt Resolution 2022-13 - Adopting the Tentative Budget for Fiscal Year 2023**

Chief Financial Officer Lindsey Duncan introduced the Fiscal Year 2023 budget. She referenced the staff presentation provided during the Study Session.

There were no public comments and no Council discussion.

A motion was made by Council Member Stanton, seconded by Council Member Andeen, to adopt Resolution 2022-13 setting forth the FY2023 Tentative Budget and authorized staff to proceed with the required publications. The motion carried by the following vote:

Aye: 7 - Vice Mayor Thomasson
Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

22-213 Discussion and Possible Action to Authorize the Annual Pavement Preservation Program in Maintenance District 1, Selected Streets in Maintenance District 3 (Stone Canyon), McDonald Drive from Tatum Boulevard to Town Limits, and Jackrabbit Road from Invergordon Road to Town Limits

Public Works Superintendent Jerry Cooper referenced the staff presentation provided during the Study Session.

There were no public comments and no Council discussion.

A motion was made by Vice Mayor Thomasson, seconded by Council Member Dembow, to authorize implementation of the Fiscal Year 2022/23 Pavement Preservation Program in Maintenance District 1, and selected streets in Maintenance District 3, McDonald Drive, and Jackrabbit Road; approve expenditure of funds from the Pavement Management Budget - Highway Users Revenue Fund (HURF); authorize the Town Manager to execute CON-18-0012-PBW, Amendment No. 5 with M.R. Tanner in the amount of \$2,704,801.00; and waive the 14-day contract execution wait period. The motion carried by the following vote:

Aye: 7 - Vice Mayor Thomasson
Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

12. CONSENT AGENDA

Town Manager Jill Keimach summarized the Consent Agenda.

22-204 Minutes of Town Council Meeting May 12, 2022

22-179 Discussion and Possible Action to Authorize the Town Manager to Execute CON-22-231-IT with SHI International Corp. for Microsoft Licensing Purchase

Recommendation: Authorize the Town Manager to Execute CON-22-231-IT with SHI International Corp. for Microsoft Licensing Purchase in the Amount not to Exceed \$150,000.00, and to Waive 14-Day Wait Period to Sign the Contract

22-216 Discussion and Possible Action to Award Community Services Funding for Fiscal Year 2021-2022

Recommendation: Authorize the Town Manager to execute funding agreements with:

1. Maricopa Association of Governments for \$25,000
2. Central AZ Shelter Services for \$25,000
3. Duet: Partners in Health and Aging for \$10,000

22-206 Discussion and Possible Action to Approve an Intergovernmental Agreement with the Town of Gilbert for the Use of the Gilbert Public Safety Training Facility

Recommendation: Approve an IGA with the Town of Gilbert for the use of the Gilbert Public Safety Training Facility.

22-215 Discussion Possible Action to Award Contract No. CON-CTR059315 to Purchase Town Vehicles Budgeted in Fiscal Year 2023

Recommendation: Award Contract No. CON-CTR059315 and authorize the purchase four (4) vehicles budgeted in Fiscal Year 2023 in an amount not to exceed **\$155,692.00**. The four (4) vehicles will not be purchased until after July 1, 2022, contingent on budget approval.

A motion was made by Council Member Moore, seconded by Council Member Dembow, to approve the Consent Agenda as submitted. The motion carried by the following vote:

Aye: 7 - Vice Mayor Thomasson
Mayor Bien-Willner
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

Mayor Bien-Willner departed the meeting.

13. FUTURE AGENDA ITEMS

22-189 Consideration of Requests for Future Agenda Items

Town Manager Jill Keimach summarized upcoming agenda items.

14. MAYOR / COUNCIL / MANAGER COMMENTS

Council Members provided comments and updates related to current events.

15. ADJOURN

A motion was made by Council Member Moore, seconded by Council Member Dembow, to adjourn. The motion carried by the following vote:

Aye: 6 - Vice Mayor Thomasson
Council Member Andeen
Council Member Dembow
Council Member Moore
Council Member Pace
Council Member Stanton

Absent: 1 - Mayor Bien-Willner

Vice Mayor Thomasson adjourned the meeting at 6:38 PM.

TOWN OF PARADISE VALLEY

SUBMITTED BY:

Duncan Miller, Town Clerk

STATE OF ARIZONA)
 :SS.
COUNTY OF MARICOPA)

CERTIFICATION

I, Duncan Miller, Town Clerk of the Town of Paradise Valley, Arizona hereby certify that the following is a full, true, and correct copy of the minutes of the regular meeting of the Paradise Valley Town Council held on Thursday, May 26, 2022.

I further certify that said Municipal Corporation is duly organized and existing. The meeting was properly called and held and that a quorum was present.

Duncan Miller, Town Clerk



Action Report

File #: 22-225

AGENDA TITLE:

Acceptance of Donations to the Town of Paradise Valley for Fiscal Year 2022

RECOMMENDATION:

Accept donations to the Town received in Fiscal Year 2022.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Peter Wingert, Chief of Police

DATE: June 9, 2022

DEPARTMENT: Police Department
Chief Peter Wingert, 480 948-7410

AGENDA TITLE:
Acceptance of donations to the Town

RECOMMENDATION:
Accept donations to the Town.

SUMMARY STATEMENT:

The Paradise Valley Police Department is supported by the community. The community shows that support through financial donations and occasionally gift cards and event tickets donations. The Paradise Valley Public Safety Foundation accepted those financial donations and redistributed the funds after receiving requests. At the closing of the PVPSF, staff committed to bringing the donations to the Council for proper acceptance, along with the annual listing of other donations received by the Town for Council approval. During the period from July 1, 2021 to June 1, 2022, the police department received \$14,604.04 in cash donations, 15 tickets, valued at \$7500, to a sports event and \$350 in gift cards.

In addition, the Town received \$14,464.33 as a pass-through to veterans and charitable organizations. The Paradise Valley Mountain Preserve Trust received \$15,000 in cash donations and the Finance Department received \$35.00 for Car Wash Coupons for Town vehicles.

Financial donations are kept by the Town Finance Department and spent on unbudgeted items that benefit the entire staff or improve the work product. For example, staff used approximately \$3000 to make upgrades to the Police Department Auditorium to improve emergency response to high-impact incidents during FY 21. Movie, sports and car wash tickets are distributed to individuals who have done a great job on a case or for providing exemplary customer service.

BUDGETARY IMPACT:
There is no budgetary impact to this item.

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

ATTACHMENT(S):

- A. Staff Report
- B. Donation Report

Town of Paradise Valley Donations for FY21/22

Item #	Description	Date	Receiving Dep:	Qty	Name of Donor	Address of Donor	Value
8004446	Cash donation	10/1/2021	Police	1	anonymous	Redacted	\$ 20.00
8004455	Cash donation	10/5/2021	Police	1	Melany Berger	Redacted	\$ 150.00
8004464	Cash donation	10/12/2021	Police	1	Michael Brown	Redacted	\$ 100.00
8004472	Cash donation	10/14/2021	Police	1	Deandre R. Hopkins	Redacted	\$ 10,000.00
8004555	Cash donation	11/22/2021	Police	1	El Dorado Holdings, Inc	Redacted	\$ 520.00
	Cash donation	Fall 2021	Police	1	Shred Safely Event		\$ 1,110.04
	Cash donation	Spring 2022	Police	1	Shred Safely Event		\$ 2,704.00
	Cash donation	Fall 2021	Town Manager's Office	1	Vintage Car Show		\$ 14,464.33
8004845	Cash donation	4/19/2022	PVMPT	1	Pakis Family Foundation	Redacted	\$ 5,000.00
8004902	Cash donation	5/23/2022	PVMPT	1	Globe Foundation	Redacted	\$ 10,000.00
	Car Wash gift cards	2/3/2022	Finance	5	Jerry Weiss	Redacted	\$ 35.00
	Waste Management Open passes	2/4/2022	Town Manager's Office	15	anonymous		\$ 7,500.00
	Fogo de Chao gift card	4/1/2022	Police	1	anonymous		\$ 150.00
	Humble Pie gift card	3/1/2022	Police	1	Murray & Pam Keith		\$ 200.00
Invoice Subtotal							\$ 51,953.37
Tax Rate							
Sales Tax							\$ -
Other							
Deposit Received							
TOTAL							\$ 51,953.37

Make all checks payable to Town of Paradise Valley Donations for FY21/22.
Total due in <#> days. Overdue accounts subject to a service charge of <#>% per month.



Action Report

File #: 22-233

AGENDA TITLE:

Discussion and Possible Action to Approve a Contract with Kimley-Horn and Associates for the Design of the Miscellaneous Street Repairs (Various Locations).

RECOMMENDATION:

Approve contract CON-23-001-ENG and authorize the Town Manager to execute contract in the amount not to exceed \$134,200, and waive the 14-day wait period to sign the agreement.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director
Paul Mood, Town Engineer
Jason Harris, Capital Projects Administrator

DATE: June 9, 2022

AGENDA TITLE:

Approval of Contract with Kimley-Horn and Associates for the Design of the Miscellaneous Street Repairs (Various Locations)

RECOMMENDATION:

Staff recommends Town Council approval of contract CON-23-001-ENG and to authorize the Town Manager to execute contract in the amount not to exceed \$134,200 and to waive the 14-day wait period to sign the agreement.

SUMMARY STATEMENT:

The Engineering and Public Works Departments have identified several locations that hold water on roadways after rain events. Residents in the area of these locations complain about the standing water and Public Works staff respond by using a street sweeper to help move water out of the low spots.

Improvements at various locations may include curb, gutter, scupper, roadway, and/or erosion control. Mitigating ponding on roadways will improve safety, increase pavement service life, and decrease Public Works maintenance costs.

Town staff will seek property owner(s) input during the scoping phase and incorporate into the final design. Staff will provide Town Council an update at time of construction contract award, or sooner if Council direction is necessary.

Specific locations identified in 2021 are being addressed with this contract are: 68th Place & Vermont Avenue, 55th Place & Palo Verde Drive, and 5738 North 32nd Street.

See attached contract for more details on the scope of work and design cost by location.

BUDGETARY IMPACT:

The project is budgeted in the FY23 Capital Improvement Program (CIP) budget under Miscellaneous Street Improvements (various locations) as follows:

CIP Project No. 2023-01: \$134,000

Bond 2020 Series Funds

Award of contract is subject to the Town Council approval of the FY23 Budget.

ATTACHMENT(S):

Attachment A: Staff Report

Attachment B: Contract CON-23-001 Misc Street Repairs

Attachment C: CIP 2023-01 Misc Street Repairs



TOWN OF PARADISE VALLEY
ENGINEERING SERVICES CONTRACT

Kimley-Horn and Associates, Inc.
MISCELLANEOUS STREET REPAIRS (VARIOUS LOCATIONS)
PROJECT NO. 2023-01

This Engineering Services Contract ("Contract") is made and entered into this ____ day of _____, 2022, by and between the TOWN OF PARADISE VALLEY, an Arizona municipal corporation, hereinafter referred to as "**Town**," and Kimley-Horn and Associates, Inc., a(n) North Carolina corporation, authorized to do business in Arizona, hereinafter referred to as "**Engineer**," whose principal place of business is located at: 421 Fayetteville Street, Suite 600, Raleigh, North Carolina 27601, (each individually a "Party," together "Parties.")

RECITALS

- A. The Town desires to contract for engineering services with Engineer for miscellaneous street improvements at various locations identified in the attached Exhibit A.
- B. The Engineer is qualified to render the engineering services desired by the Town.

AGREEMENT

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

1.0 Description, Acceptance, Documentation

1.1 Scope of Services

The Engineer will act under the authority and approval of the Project Manager to provide the engineering services required by the Contract.

The Engineer is assigned the tasks specified in the attached **Exhibit A, Scope of Work**, which is incorporated by reference and made a part of this Contract. If any provision of the Engineer's proposal, including but not limited to any limitation of liability or disclaimer of warranty language, conflicts or is in any way inconsistent with any provision of this Contract, this Contract will control.

The Engineer must obtain all necessary information to complete the tasks specified in **Exhibit A, Scope of Work**.

1.2 Performance Warranty; Standard of Care.

The Engineer warrants that all work under this Contract will conform to the requirements of this Contract and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

1.3 Acceptance and Documentation

- A. Each task will be reviewed and approved by the Town's Project Manager to determine acceptable completion.
- B. The Town will cooperate to provide all available necessary information to the Engineer for timely completion of the tasks specified in Section 1.1 above.
- C. All documents, including but not limited to, tracings, plans, specifications, maps, sketches, charts, computations, data compilations, studies, and reports, which are prepared in the performance of this Contract are to be and remain the property of the Town and are to be delivered to the Project Manager before final payment is made to the Engineer. The Town may use such documents for other purposes without further compensation to the Engineer; however, any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Engineer. Any verification or adaptation of the documents by Engineer for other purposes than contemplated by this Contract will entitle Engineer to further compensation as agreed upon between the Parties.

2.0 Fees and Payments

2.1 Fee Schedule

The amount paid to the Engineer will not exceed **\$134,200**. The Engineer will be compensated in accordance with the compensation schedule, including hourly rates, shown in **Exhibit A**.

2.2 Payment Approval

The time spent for each task must be recorded and submitted to the Project Manager. The Engineer must maintain all necessary documents and accounting records pertaining to time billed and to costs incurred and make these materials available at all reasonable times during the Contract period and for three years after final payment under this Contract.

Monthly payments will be made to the Engineer on the basis of a progress report submitted by the Engineer for work completed through the last day of the preceding calendar month. Each task is subject to review and approval by the Project Manager to determine acceptable completion.

The Project Manager or designee will process a partial payment request. **However, not more than 90% of the total Contract price will be paid before Town's final acceptance of all completed work.**

The Project Manager reserves the exclusive right to determine the amount of work performed and payment due the Engineer on a monthly basis. The Project Manager or designee will notify Engineer if the determination of completed work is different from Engineer's progress report.

All charges must be approved by the Project Manager before payment.

2.2.1 Payment Terms

The Town of Paradise Valley's payment terms for engineering work under State of Arizona A.R.S. Title 34 requirements is 14 days after invoice submittal by the Engineer and the work is certified and approved by the Town's Project Manager.

The Town has 7 days after receipt of the invoice to prepare and issue a written finding setting forth those items in detail which are not approved for payment under the Contract and which are not certified by the Town's Project Manager. Until such time as such issues are resolved and certified by the Town's Project Manager, the 14-day payment term will not have commenced.

2.3 Price Adjustment

No price increases are permitted.

3.0 General Terms and Conditions

3.1 Project Manager

The Project Manager for the Town is Jason Harris. The Project Manager will oversee the performance of this Contract, assist the Engineer in accessing the organization, audit billings, and approve payments. The Engineer must submit all reports and special requests through the Project Manager. The Town Manager has the authority to authorize Change Orders up to the limits permitted by the Town Code and Town's procurement policy.

3.2 Term of Contract

This Contract shall be effective as of the date first set forth above and shall remain in full force and effect through June 30, 2023, or until completion of the Project Scope of Work, whichever is earlier, unless terminated as otherwise provided in this Contract.

The Town may, at its option and with the approval of the Engineer, extend the term of this Contract. Engineer will be notified in writing by the Town of its intent to extend the Contract Term at least thirty (30) calendar days prior to the expiration of the original or any renewal Contract period (or as otherwise agreeable to the Parties).

If any tasks remain incomplete after the completion original and any extended Term, the Town must approve a Contract amendment or issue a change order, as is required by the Town Code and Town Procurement Policy.

3.3 Termination or Cancellation of Contract

The Town may terminate this Contract or abandon any portion of the project that has not been performed by the Engineer.

Termination for Convenience: This Contract is for the convenience of the Town, and as such, Town has the right to terminate this Contract or any part of it for its sole convenience effective upon receipt by Engineer of written notice by the Town. If terminated, the Engineer must immediately stop all work and will immediately cause any of its suppliers and Subcontractors to stop all work. As payment in full for services performed to the date of the termination, the Engineer will receive a fee for the percentage of services completed. This fee will be in the amount mutually agreed upon by the Engineer and the

Town, based on the Scope of Work. If there is no mutual agreement, the Project Manager will determine the percentage of completion of each task detailed in the Scope of Work and the Engineer's compensation will be based on this determination. The Town will make this final payment within 60 days after the Engineer has delivered the last of the partially completed items. The Engineer will not be paid for any work done after receipt of the notice of termination or for any costs incurred by the Engineer's suppliers or Subcontractors, which the Engineer could reasonably have avoided.

Cancellation for Cause: The Town may also cancel this Contract or any part of it for cause with seven (7) days' notice if the Engineer defaults, or if the Engineer fails to comply with any of the terms and conditions of this Contract. Unsatisfactory performance as determined by the Project Manager and failure to provide the Town, upon request, with adequate assurances of future performance, are all causes allowing the Town to terminate this Contract for cause. Upon cancellation for cause, the Town will not be liable to the Engineer for any amount, and the Engineer will be liable to the Town for all damages sustained by the default which caused the cancellation.

If the Engineer is in violation of any Federal, State, County or Town law, regulation or ordinance, the Town may terminate this Contract immediately after giving notice to the Engineer.

If the Town cancels this Contract or any part of the Contract services, the Town will notify the Engineer in writing, and upon receiving notice, the Engineer must discontinue advancing the work and proceed to close all operations.

Upon cancellation, the Engineer must deliver to the Town all documents, including but not limited to drawings, special provisions, field survey notes, reports, and estimates, entirely or partially completed, in any format, including but not limited to written or electronic media, together with all unused materials supplied by the Town. Use of incomplete data will be the Town's sole responsibility.

At the Town's request, the Engineer must appraise the work it has completed and submit its appraisal to the Town for evaluation.

If the Engineer fails to fulfill in a timely and proper manner its obligations, or if the Engineer violates any of the terms of this Contract, the Town may withhold any payments to the Engineer for the purpose of setoff until the exact amount of damages due the Town from the Engineer is determined by a court of competent jurisdiction.

If the Town improperly cancels the Contract for cause; the cancellation for cause will be converted to a termination for convenience in accordance with the provisions of this Section 3.3.

3.4 Funds Appropriation

If the Town Council does not appropriate funds to continue this Contract, the Town may terminate this Contract at the end of the current fiscal period. The Town agrees to give written notice of termination to the Engineer at least 30 days before the end of its current fiscal period and will pay to the Engineer all approved charges incurred through the end of that period.

3.5 Audit

The Town may audit all of the Engineer's records, calculations, and working documents pertaining to this work at a mutually agreeable time and place.

The Engineer's records (hard copy, as well as computer readable data), and any other supporting evidence necessary to substantiate any claims related to this Contract must be open to inspection and subject to audit and reproduction by the Town's authorized representative as necessary to permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by the Engineer or any of his payees. The Town's authorized representative must be afforded access, at reasonable times and places, to all of the Engineer's records and personnel throughout the term of this Contract and for a period of 3 years after the final payment.

The Engineer must require all Subcontractors and material suppliers (payees) to comply with the provisions of this section by insertion of these requirements in a written Contract between the Engineer and payee. These requirements will apply to all Subcontractors.

If an audit discloses overcharges by the Engineer to the Town in excess of 1% of the total Contract billings, the actual cost of the Town's audit must be reimbursed to the Town by the Engineer. Any adjustments and payments made as a result of the audit or inspection of the Engineer's invoices and records will be made within a period of time not to exceed 90 days from presentation of the Town's findings to the Engineer.

This audit provision includes the right to inspect personnel records as required by Section 3.22.

3.6 Ownership of Project Documents

All documents, including but not limited to, field notes, design notes, tracings, data compilations, studies, and reports in any format, including but not limited to, written or electronic media, prepared in the performance of this Contract will remain the property of the Town and must be delivered to the Project Manager before final payment is made to the Engineer.

When the work detail covers only the preparation of preliminary reports or plans, there will be no limitations upon the Town concerning use of the plans or ideas in the reports or plans for the preparation of final construction plans. In that event, the Town will release the Engineer from any liability for the preparation of final construction plans by others.

3.7 Completeness and Accuracy

The Engineer will be responsible for the completeness and accuracy of its work, including but not limited to, survey work, reports, supporting data, and drawings, sketches, etc. prepared by the Engineer and will correct, at its expense, all errors or omissions which may be disclosed. The cost to correct those errors will be chargeable to the Engineer. Additional construction added to the project will not be the responsibility of the Engineer unless the need for additional construction was created by any error, omission, or negligent act of the Engineer. The Town's acceptance of the Engineer's work will not relieve the Engineer of any of its responsibilities.

3.8 Attorneys' Fees

Should either Party bring any action for relief, declaratory or otherwise, arising out of this Contract, the prevailing Party will be entitled to receive from the other Party all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees, as determined by the court sitting without a jury. All these fees, costs, and expenses will be considered to have accrued on the commencement of the action and will be enforceable whether or not the action is prosecuted to judgment.

3.9 Successors and Assigns

This Contract will be binding upon the Engineer, its successors and assigns, including any individual, or other entity with or into which the Engineer may merge, consolidate, or be liquidated, or any individual or other entity to which the Engineer may sell or assign its assets.

3.10 Assignment

Services covered by this Contract must not be assigned or sublet in whole or in part without first obtaining the written consent of the Project Manager.

3.11 Subcontractors

The Engineer may engage any additional Subcontractors as required for the timely completion of this Contract. If the Engineer subcontracts any of the work required by the Contract, the Engineer remains solely responsible for fulfillment of all the terms of this Contract.

The Engineer will pay its Subcontractors within seven (7) calendar days of receipt of each progress payment from the Town. The Engineer will pay for the amount of the Work performed by each Subcontractor as accepted and approved by the Town with each progress payment. In addition, any reduction of retention, if any, by the Town will result in a corresponding reduction to Subcontractors who have performed satisfactory work. The Engineer will pay Subcontractors the reduced retention within 14 calendar days of the payment of the reduction of the retention to the Engineer. No Contract between the Engineer and its Subcontractors may materially alter the rights of any Subcontractor to receive prompt payment and retention reduction as provided in this Contract.

If the Engineer fails to make payments in accordance with these provisions, the Town may take any of one or more of the following actions and the Engineer agrees that the Town may take these actions:

- A. To hold the Engineer in default under this Contract;
- B. Withhold future payments including retention until proper payment has been made to Subcontractors in accordance with these provisions;
- C. Reject all future offers to perform work for the Town from the Engineer for a period not to exceed 1 year from the completion date of this project; or
- D. Terminate this Contract.

3.12 Alterations or Additions to Scope of Services

The total scope of the engineering services to be performed is stated in this Contract. Any services requested outside the Project Scope of Work are additional services. The Engineer will not perform these additional services without a written Change Order approved by the Town. It is understood and agreed by the Parties that if the Engineer performs additional services without a written Change Order, the Engineer will not receive any additional compensation.

3.13 Modifications

Any amendment or modification of the terms of this Contract must be in writing and will be effective only after approval of all Parties to this Contract.

3.14 Conflict of Interest

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Contract, and that it has not paid or agreed to pay any person or persons, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, brokerage fee, gifts or any consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, Town will have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of any fee, commission, percentage, brokerage fee, gift or contingent fee, together with costs and attorney's fees.

Under A.R.S. § 38-511, as amended, the Town may cancel any contract it is a Party to within three years after its execution and without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the Town or its departments or agencies is, at any time while the contract or any extension of the contract is in effect, an employee of any other Party to the contract in any capacity or a consultant to any other Party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under A.R.S. § 38-511, as amended, the Town agrees to give notice to Engineer.

The Engineer will fully reveal in writing any financial or compensatory agreement which it has with a prospective bidder before the Town's publication of documents for bidding.

3.15 Force Majeure

Neither Party will be responsible for delays or failures in performance resulting from acts beyond their control. These acts will include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, or power failures.

3.16 Taxes

The fee listed in this Contract includes all taxes applicable to the services authorized. The Town will have no obligation to pay additional amounts for taxes of any type.

3.17 Advertising

No advertising or publicity concerning the Town's use of the Engineer's services will be undertaken without first obtaining written approval of the Town Manager.

3.18 Counterparts

This Contract may be executed in one or more counterparts, and each executed duplicate counterpart will possess the full force and effect of the original.

3.19 Entire Agreement

This Contract contains the entire understanding of the Parties and no representations, or agreements, oral or written, made before its execution will vary or modify the terms of this Contract.

3.20 Arizona Law; Venue

This Contract must be governed and interpreted according to the laws of the State of Arizona and any legal proceeding, including but not limited to lawsuits, pertaining to

this Contract may be brought only in courts in Maricopa County, Arizona.

3.21 Equal Employment Opportunity

During the performance of this Contract, the Engineer will follow the Federal government's guidelines to ensure that employees or applicants applying for employment will not be discriminated against because of race, color, religion, sex or national origin.

No Preferential Treatment or Discrimination:

In accordance with the provisions of Article II, Section 36 of the Arizona Constitution, the Town will not grant preferential treatment to or discriminate against any individual or group on the basis of race, sex, color, ethnicity, or national origin.

3.22 Compliance with Federal and State Laws

The Engineer accepts the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. In addition, the Engineer accepts the applicability to it of A.R.S. §34-301 and 34-302. The Engineer will include the terms of this provision in all contracts and subcontracts for work performed under this Contract, including supervision and oversight.

Under the provisions of A.R.S. §41-4401, the Engineer warrants to the Town that the Engineer and all its subcontractors will comply with all Federal Immigration laws and regulations that relate to their employees and that the Engineer and all its subcontractors now comply with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Engineer or any of its subcontractors will be considered a material breach of this Contract and may subject the Engineer or Subcontractor to penalties up to and including termination of this Contract or any subcontract.

The Town retains the legal right to inspect the papers of any employee of the Engineer or any subcontractor who works on this Contract to ensure that the Engineer or any subcontractor is complying with the warranty given above.

The Town may conduct random verification of the employment records of the Engineer and any of its subcontractors to ensure compliance with this warranty. The Engineer agrees to indemnify, defend and hold the Town harmless for, from and against all losses and liabilities arising from any and all violations of these statutes.

The Town will not consider the Engineer or any of its subcontractors in material breach of this Contract if the Engineer and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Engineer enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property. The Engineer will take appropriate steps to assure that all subcontractors comply with the requirements of the E-Verify Program. The Engineer's failure to assure compliance by all its subcontractors with the E-Verify Program may be considered a material breach of

this Contract by the Town.

3.23 Compliance with Americans with Disabilities Act

Engineer acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Engineer will provide the services specified in this Contract in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Engineer agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Contract and further agrees that any violation of this prohibition on the part of Engineer, its employees, agents or assigns will constitute a material breach of this Contract.

3.24 Boycott of Israel Prohibited

To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

3.25 Evaluation of Engineer's Performance

The Engineer will be evaluated regarding its performance of this Contract. This evaluation will include, but not be limited to, the following consideration for:

- Completeness
- Accuracy
- Utility Coordination
- Technical Expertise
- Organization
- Appearance of plans (line work, lettering, etc.)
- Working relationship with Town staff and others
- Availability
- Communication skills (meetings, correspondence, etc.)

An evaluation may be prepared by the staff and used to evaluate the desirability to proceed with negotiations for additional services.

3.26 Notices

All notices or demands required by this Contract must be given to the other Party in writing, delivered by hand or by registered or certified mail at the addresses stated below, or to any other person(s) or address a Party may substitute by giving written notice as required by this section.

If hand delivered, Notices are received on the date delivered. If delivered by certified or registered mail, Notices are received on the date indicated on the receipt. **Notice by facsimile or electronic mail is not adequate notice.**

On behalf of the Engineer:

Geoff Brownell
Kimley-Horn and Associates, Inc.
7740 North 16th Street, Suite 300
Phoenix, AZ 85020
Ph: 602-906-1183

On behalf of the Town:

Town of Paradise Valley
Engineering / Public Works Department
6401 East Lincoln Road
Paradise Valley, AZ 85253
ATTN: Paul Mood, Town Engineer
Ph: 480-348-3573

With required copy to:

Town Manager
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

Town Attorney
Town of Paradise Valley
6401 East Lincoln Drive
Paradise Valley, AZ 85253

3.27 Independent Contractor

The services the Engineer provides to the Town are that of an Independent Contractor, not an employee, or agent of the Town. The Town will report the value paid for these services each year to the Internal Revenue Service (I.R.S.) using Form 1099.

Town will not withhold income tax as a deduction from contractual payments. As a result of this, Contractor may be subject to I.R.S. provisions for payment of estimated income tax. Contractor is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

3.28 Ineligible Bidder

The preparer of bid specifications is not eligible to submit a bid or proposal on the solicitation for which they prepared the specification, nor is the preparer eligible to supply any product to a bidder or offeror on the solicitation for which they prepared the specification.

3.29 Indemnification

To the fullest extent permitted by law, Engineer, its successors, assigns and guarantors, must defend, at Engineer's sole expense, indemnify and hold harmless Town of Paradise Valley, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or alleged to have resulted from any negligence, recklessness, or intentional wrongful conduct by Engineer or other persons employed or used by the Engineer in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Engineer's and Subcontractor's employees.

This indemnity and hold harmless provision applies even if a Claim is in part due to the Indemnified Party's negligence or breach of a responsibility under this Contract, but in that event, Engineer will be liable only to the extent the Claim results from the negligence, breach of a responsibility, or other fault of Engineer or of any person or entity for whom Engineer is responsible.

Engineer is not required to indemnify any Indemnified Parties for, from, or against any Claim resulting from the Indemnified Party's sole negligence or other fault solely attributable to the

Indemnified Party.

Insurance provisions in this Contract are separate and independent from the indemnity provisions of this section and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this section must not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

3.30 Provisions Required by Law

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

4.0 Insurance

Failure to provide an appropriate Certificate of Insurance will result in rejection of your certificate and delay in Contract execution.

Additionally, Certificates of Insurance submitted without referencing a Contract number will be subject to rejection and returned or discarded.

4.1 Insurance Representations and Requirements

- A. General: The Engineer agrees to comply with all applicable Town ordinances and state and federal laws and regulations.

Without limiting any obligations or liabilities of the Engineer, the Engineer must purchase and maintain, at its own expense, the required minimum insurance with insurance companies duly licensed or approved to conduct business in the State of Arizona and with an A.M. Best's rating of A+ or above with policies and forms satisfactory to Town. Failure to maintain insurance as required may result in cancellation of this Contract at the Town's option.

- B. No Representation of Coverage Adequacy: By requiring insurance, Town does not represent that coverage and limits will be adequate to protect the Engineer. The Town reserves the right to review any and all of the insurance policies and endorsements cited in this Contract, but it has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements in this Contract or failure to identify any insurance deficiency will not relieve the Engineer from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract.

- C. Coverage Term: The Engineer must maintain all required insurance in full force and effect until all work or services are satisfactorily performed and accepted by the Town of Paradise Valley, unless specified otherwise in this Contract.

- D. Claims Made. In the event any insurance policies required by this Contract are written on a "claims made" basis, coverage shall continue uninterrupted throughout the term of this Contract by keeping coverage in force using the effective date of this Contract as the retroactive date on all "claims made" policies. The retroactive date for exclusion of claims must be on or before the effective date of this Contract, and can never be after the effective date of this Contract. Upon completion or termination of this Contract, the "claims made" coverage shall be extended for an additional three (3) years using the original retroactive date, either

through purchasing an extended reporting option; or by continued renewal of the original insurance policies. Submission of annual Certificates of Insurance, citing the applicable coverages and provisions specified herein, shall continue for three (3) years past the completion or termination of this Contract.

- E. Policy Deductibles and or Self-Insured Retentions: The required policies may provide coverage which contain deductibles or self-insured retention amounts. The Engineer is solely responsible for any deductible or self-insured retention amount and the Town, at its option, may require the Engineer to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- F. Use of Subcontractors: If any work is subcontracted in any way, the Engineer must execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the Town requires of the Engineer in this Contract. The Engineer is responsible for executing the Contract with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.
- G. Evidence of Insurance and Required Endorsements: Before commencing any work or services under this Contract, the Engineer must furnish the Project Manager with Certificate(s) of Insurance, or formal endorsements issued by the Engineer's insurer(s) as evidence that policies are placed with acceptable insurers and provide the required coverages, conditions, and limits of coverage and that the coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the Town will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the required policies expire during the life of this Contract, the Engineer must forward renewal Certificates to the Town within 10 days after the renewal date containing all the necessary insurance provisions.

Certificates shall specifically cite the following provisions endorsed to the Engineer's policy:

- 1. The Town of Paradise Valley, its elected officials, agents, representatives, officers, directors, officials and employees are named as an Additional Insured under the following policies:
 - a) Commercial General Liability
 - b) Auto Liability
 - c) Excess Liability - Follow Form to underlying insurance as required.
- 2. The Engineer's insurance must be primary insurance for all performance of work under this Contract.
- 3. All policies, except Professional Liability insurance, if applicable, waive rights of recovery (subrogation) against the Town, its elected officials, agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by the Engineer under this Contract.
- 4. If the Engineer receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Engineer's responsibility to provide prompt notice of same to the Town, unless such coverage is immediately replaced with similar policies.

4.2 Required Coverage

- A. Commercial General Liability: The Engineer must maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$4,000,000 General Aggregate Limit. The policy must cover liability arising from premises, operations, independent contractors, products-completed operations, and personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this section, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- B. Professional Liability: The Engineer must maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Engineer, or anyone employed by the Engineer, or anyone for whose acts, mistakes, errors and omissions the Engineer is legally liable, with a liability limit of \$2,000,000 each claim and \$4,000,000 annual aggregate. Professional Liability coverage specifically for Architects, Engineers and Surveyors shall contain contractual liability insurance covering the contractual obligations of this Contract. If the Professional Liability insurance policy is written on a "claims made" basis, coverage must extend for 3 years past completion and acceptance of the work or services, the Engineer must annually submit Certificates of Insurance citing that the applicable coverage is in force and contains the required provisions for a 3-year period.
- C. Vehicle Liability: If any vehicle is used in the performance of the Scope of Work that is the subject of the Contract, the Engineer must maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Engineer's owned, hired, and non-owned vehicles assigned to or used in the performance of the Engineer's work or services under this Contract. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than the underlying insurance.
- D. Workers Compensation Insurance: The Engineer must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Engineer's employees engaged in the performance of work or services under this Contract, and must also maintain Employers' Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

5.0 Software Licenses

If the Engineer provides to the Town any software licenses, the following provisions apply:

5.1 Source Code Availability

- A. The Engineer must furnish the Town, without charge, a single copy of the Source Code for the Software immediately upon the occurrence of any of the following:
 - 1. The Engineer becomes insolvent; or
 - 2. The Engineer ceases to conduct business; or
 - 3. The Engineer makes a general assignment for the benefit of creditors;
 - or
 - 4. A petition is filed in Bankruptcy by or against the Engineer.
- B. Use of the Source Code must not be subject to any greater restrictions than use of the Software itself.

- C. The Town must have the right to modify the Source Code in any manner the Town believes is appropriate, provided that the Source Code as modified must remain subject to the restrictions of Section 5.1(B).

5.2 Proprietary Protection

- A. The Town agrees that if the Engineer informs the Town that the Software is confidential information or is a trade secret property of the Engineer; the Software is disclosed on a confidential basis under this Contract and in accordance with the terms of this Contract.
- B. The Engineer must not use or disclose any knowledge, data or proprietary information relating to the Town obtained in any manner.
- C. As permitted by Arizona Law, the Parties agree that during the term of this Contract and of all Licenses granted under this Contract, and for a period of seven (7) years after termination of this Contract and of all licenses granted by this Contract, to hold each other's confidential information in confidence. The Parties agree, unless required by government regulations or order of Court, not to make each other's confidential information available in any form to any third party or to use each other's confidential information for any purposes other than the implementation of this Contract. However, if the Engineer's confidential information is requested to be divulged under the provisions of the Arizona Public Records Act, A.R.S., Title 39, the Engineer must reimburse the Town for the full cost of the Town's refusal to release the information, including the costs of litigation, the Town's attorney fees, fines, penalties or assessments of the opposing Party's attorney fees. Town and Engineer agree to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the provisions of this Contract.

5.3 Non-Infringement

The Engineer warrants that the Software provided to the Town does not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary or property right of any person or entity.

In the event of a claim against the Town asserting or involving such an allegation, the Engineer will defend, at the Engineer's sole expense, and will indemnify and hold harmless the Town and its elected officials, agents, representatives, officers, directors, officials and employees against any loss, cost, expense (including attorney fees) or liability or damages arising out of the claim, whether or not the claim is successful. In the event an injunction or order is obtained against use of the Software, or if in the Engineer's opinion the Software is likely to become the subject of a claim of infringement, the Engineer will, at its option and its sole expense:

1. Procure for the Town the right to continue using the Software; or
2. Replace or modify the Software so that it becomes non-infringing (this modification or replacement must be functionally equivalent to the original); or
3. If neither 1 nor 2, above, is practicable, repurchase the Software on a depreciated basis utilizing a straight line 5-year period, commencing on the date of acceptance.

5.4 Third Party License

The Engineer must sublicense to the Town any and all third-party Software required in this Contract. The Town reserves the right to accept or reject third-party license terms. If the

Town rejects the terms of a third-party license, it will be the Engineer's responsibility to negotiate acceptable terms or to supply Software from another source with terms acceptable to the Town. The Town's acceptance of the third-party license terms will not be unreasonably withheld.

6.0 Severability and Authority

6.1 Severability

If any term or provision of this Contract is found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Contract will remain in full force and effect and the term or provision will be considered to be deleted.

6.2 Authority

Each Party warrants that it has full power and authority to enter into and perform this Contract, and that the person signing on behalf of each Party has been properly authorized and empowered to enter into this Contract. Each Party acknowledges that it has read, understands, and agrees to be bound by the terms and conditions of this Contract.

7.0 Request For Taxpayer I.D. Number & Certification I.R.S. W-9 Form

Upon request, the Contractor shall provide the required I.R.S. W-9 FORM which is available from the IRS website at www.irs.gov under its forms section.

8.0 Survival

Except as specifically provided otherwise in this Contract, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Scope of Work, or the earlier termination of this Contract.

9.0 Order of Precedence

In the event of a conflict between the terms of this Contract, the following is the order of precedence:

- a. Contract Amendments
- b. Contract
- c. Exhibit A – Project Scope of Work and Fee

The Parties enter into this Contract effective as of the date shown above.

Town of Paradise Valley,
an Arizona municipal corporation

By: Jill Keimach
Its: Town Manager

ATTEST:

Duncan Miller, Town Clerk (SEAL)

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

Kimley-Horn and Associates, Inc.
a North Carolina corporation

By: Dave Leistiko
Its: Vice President

**TOWN OF PARADISE VALLEY
ENGINEERING SERVICES CONTRACT**

Kimley-Horn and Associates, Inc.

MISCELLANEOUS STREET REPAIRS (VARIOUS LOCATIONS)

PROJECT NO. 2023-01

EXHIBIT A

SCOPE OF WORK & FEE

See Attached Proposals Prepared April 28 & May 12, 2022

for the following locations:

68 th Place & Vermont Ave	\$44,920
55 th Place & Palo Verde Dr	\$42,060
5738 N 32 nd St	\$47,220
TOTAL	\$134,200

5302 N 68th Place

Description: Stormwater ponds at northwest corner of Vermont Avenue and 68th Place. There is a storm drain inlet on the southeast corner. The storm drain runs through private property and outlets into a drainage swale.



TOWN OF PARADISE VALLEY

68th Place and Vermont Avenue Drainage Improvements

SCOPE OF SERVICES

Prepared April 28, 2022

This scope of work is for final design services for the proposed storm drain at 68th Place and Vermont Avenue in the Town of Paradise Valley, AZ (Town). Kimley- Horn will provide topographic survey, utility coordination, civil design, final construction documents, and post-design services for the construction of the improvements. Post-design services include construction inquiries and meetings. This project is planning to use a job order contracting (JOC).

Task 1. Civil Design

- a. Kimley-Horn will prepare the grading and drainage plan for 68th Place and Vermont Avenue.
- b. Kimley-Horn will provide storm drain plan and profile sheets to connect to the existing storm drain system that outfalls to the channel to the east of the intersection.
- c. It is the intent of the Town that all improvements are located within existing Town Right-of-Way. If improvements are not feasible or extent beyond Town Right-of-Way, additional design and coordination may be necessary under sperate contract.
- d. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - General Notes (1 Sheet)
 - Storm Drain Plan and Profile Sheet (1 Sheet – 20 scale) that will include horizontal control, and new curb staking station/offset.

The project will follow a 95% and final (100%) sealed plan process.

Task 2. – Topographic Survey/Utility Locating

- a. The survey will be based on the Town of Paradise Valley horizontal and vertical datum which is NAD83(2011) horizontal scaled to ground and NAVD88 vertical datums.
- b. Kimley-Horn will survey the existing site improvements for the design of drainage improvements. The topo will include ground elevations to provide 1-foot contours along with all existing drainage features on the parcel.
- c. Rim and invert elevations will be provided for all manholes and catch basins along with size and type of pipe.
- d. Final deliverables will be an AutoCAD drawing with a Civil3D surface of the site showing all utilities and features surveyed along with the right-of-way.

Task 3. –Utility Coordination

- a. Kimley-Horn will prepare and send utility clearance letters to the utility companies in the area with the project plans at the 95% submittal stage.
- b. Kimley-Horn will determine utility conflicts and advise the Town and utility companies.
- c. If there are utility conflicts, Kimley-Horn will provide utility coordination scope that is beyond this task and will be covered under Owner's Allowance for the project.

Task 4. – Post-Design Services

- a. Kimley-Horn will assist the Town with JOC inquiries by issuing up to two (2) addendums.
- b. Kimley-Horn will attend a pre-construction meeting.
- c. Kimley-Horn will attend up to two (2) construction meetings with the Town as a part of this project. A two week construction schedule is anticipated for this project.
- d. Kimley-Horn will evaluate, respond, and maintain a log of RFIs and shop drawings. Kimley-Horn assumes a maximum of three (3) RFIs/shop drawings.
- e. Kimley-Horn will attend the Contractor's substantial completion walk and checklist meeting.
- f. Kimley-Horn will prepare as-built drawings after construction using the as-built survey data provided by the contractor.

Task 5. Project Management/Meetings

- a. Project management includes contract management, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.
- b. Kimley-Horn will attend three (3) design progress meeting with the Town. These meetings are anticipated to combine major meeting subjects such as progress, and resolution of design submittal comments.
- c. Kimley-Horn will be responsible for preparing meeting agenda, exhibits, and notes.
- d. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed, and responses will be provided.
- e. Any meetings beyond those listed above will be considered additional services.



KIMLEY-HORN ALLOWANCES

Task 6. Expenses (Allowance)

- a. This allowance is for expenses anticipated for this project including: telecommunications, gas mileage, in-house reproduction, postage, deliveries, supplies, and project-related computer time.
- b. Potholes will be billed at \$1,200 per pothole as needed and will be communicated to the Town. No more than four (4) potholes are anticipated.

Task 7. Owner's Allowance

- a. An owner's allowance has been included in this task to account for any unforeseen work out of scope of the project listed herein and will be only utilized upon the request and approval of the Town's project manager.

OTHER EXCLUSIONS

- a. Town is responsible for all associated permit fees, including plan review fees.
- b. The following items are excluded from this scope of work:
 - i. Geotechnical evaluation
 - ii. Environmental services
 - iii. Right-of-way or construction staking
 - iv. SWPPP/erosion control plans/details
 - v. Land acquisition services such as appraisals, developing offers, etc
 - vi. Material Testing
- c. Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have the authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work or for any failure of the Contractor to comply with any laws.
- d. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.



EXHIBITS

Exhibit A – Fee Schedule

Exhibit B – Anticipated Design Schedule

Exhibit C – Subconsultant

EXHIBIT A - FEE SCHEDULE

**Town of Paradise Valley
68th Place Drainage Improvements
Fee Proposal**

		Senior Project Manager	Project Manager/Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 220.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 75.00
1. CIVIL DESIGN	13,140.00	2	10	17	28	39	0
Cover Sheet (1 Sheet)	1,065.00		1	1	2	4	
General Notes/Detail Sheet (1 Sheet)	1,065.00		1	1	2	4	
Storm Drain Plan and Profile Sheet (1 Sheet - 20 scale)	5,925.00	2	5	8	12	15	
Data Collection	1,990.00		1	2	6	6	
Address Comments	3,095.00		2	5	6	10	
2. TOPOGRAPHIC SURVEY/UTILITY LOCATING	3,140.00	0	5	8	0	0	0
Topographic Survey, R/W and Coordination	2,140.00		5	8			
Control/Field Crew (Subconsultant - RSFS)	1,000.00						
3. UTILITY COORDINATION	5,900.00	-	5	10	20	-	10
Prepare Clearance Letters and Submit to Utilities	2,900.00		1	4	10		10
Map Existing Utilities in the Project Limits/Bluestake	3,000.00		4	6	10		
4. POST-DESIGN SERVICES	6,090.00	-	7	12	22	-	-
JOC Inquiries	1,210.00		2	2	4		
Construction Meetings (Virtual Up to 2 Mtgs)	1,520.00		2	4	4		
RFIs (3)	1,300.00		1	2	6		
Substantial Completion	1,030.00		1	2	4		
Asbuilts	1,030.00		1	2	4		
5. PROJECT MANAGEMENT	6,350.00	8	16	-	6	-	12
Contract Management	660.00		2				4
Project Management/Documentation	660.00		2				4
Subconsultant Coordination	660.00		2				4
QA/QC	2,480.00	8	4				
Town Meetings (3 Meetings)	1,890.00		6		6		
SUBTOTAL DIRECT LABOR	34,620.00	10.00	43.00	47.00	76.00	39.00	22.00
ALLOWANCES							
6. EXPENSES	5,300.00						
General Expenses	500.00						
Potholes (\$1200/pothole x 4)	4,800.00						
7. Owner's Allowance	5,000.00						
Owner's Allowance	5,000.00						
CONTRACT TOTAL	44,920.00						

EXHIBIT B – ANTICIPATED DESIGN SCHEDULE

Task	Duration	Anticipated Start Date	Anticipated Date of Completion
Notice to Proceed	May 23, 2022		
Task 1. Civil Design	7 weeks	May 23, 2022	July 11, 2022
Task 2 - Topographic Survey/Utility Locating	3 weeks	May 23, 2022	June 13, 2022
Task 3 - Utility Coordination	11 weeks*	May 23, 2022	August 12, 2022
Task 4 - Post-Design Services	5 weeks	JOC Contract Awarded September 8, 2022	Final Inspection October 12, 2022
Tasks 5 – Project Management/Meetings	21 weeks	May 23, 2022	October 12, 2022
*Pending no conflicts or delays			



EXHIBIT C – SUBCONSULTANT

RSFS

Real Surveying Field Services LLC

602-790-4383

Rreal@RealSurveyingFieldServices.com

Kimley-Horn

Topo Survey

Task #3 5302 N 68th Place

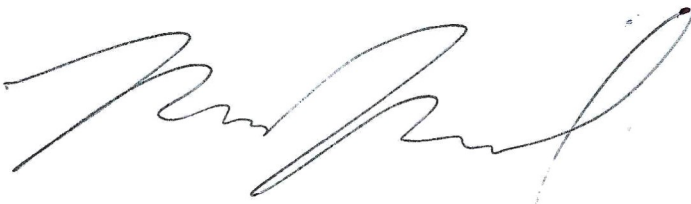
Proposal

Real Surveying Field Services LLC will Topo the area of 5302 N 68th Place to correct drainage issues.

All work will be performed for a fixed fee of \$1,000

Thank you for the opportunity to submit this proposal

(If accepting proposal please sign, print name and title at company and send back to RSFS)

A handwritten signature in black ink, appearing to read 'Rene Real', with a large, stylized loop at the end.

Rene Real

Real Surveying Field Services Owner

12/23/21

5421 E. Palo Verde Drive

Description: At the northwest corner of Palo Verde Drive and 55th Place, there is a low point that holds water. Sediment and debris settles out in the intersection. The property owner to the south has opened up their drainage inlet to help get stormwater flow through the intersection.





TOWN OF PARADISE VALLEY

Palo Verde Drive Drainage Improvements

SCOPE OF SERVICES

Prepared May 12, 2022

This scope of work is for final design services for the proposed roadway drainage improvements at Palo Verde Drive and 55th Place in the Town of Paradise Valley, AZ (Town). Kimley-Horn will provide topographic survey, utility coordination, civil design, final construction documents, and post-design services for the construction of the improvements. Post-design services include construction inquiries and meetings. This project is planning to use a job order contracting (JOC).

Task 1. Civil Design

- a. Kimley-Horn will prepare the grading and drainage plan for the Palo Verde Drive and 55th Place intersection.
- b. Kimley-Horn will provide roadway plan and profile sheets to reconstruct the intersection.
- c. It is the intent of the Town that all improvements are located within existing Town Right-of-Way. If improvements are not feasible or extent beyond Town Right-of-Way, additional design and coordination may be necessary under separate contract.
- d. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - General Notes (1 Sheet)
 - Roadway Plan and Profile Sheet (1 Sheet – 20 scale) that will include horizontal control, and new curb staking station/offset.

The project will follow a 95% and final (100%) sealed plan process.

Task 2. – Topographic Survey/Utility Locating

- a. The survey will be based on the Town of Paradise Valley horizontal and vertical datum which is NAD83(2011) horizontal scaled to ground and NAVD88 vertical datums.
- b. Kimley-Horn will survey the existing site improvements for the design of drainage improvements. The topo will include ground elevations to provide 1-foot contours along with all existing drainage features on the parcel.
- c. Final deliverables will be an AutoCAD drawing with a Civil3D surface of the site showing all utilities and features surveyed along with the right-of-way.

Task 3. –Utility Coordination

- a. Kimley-Horn will prepare and send utility clearance letters to the utility companies in the area with the project plans at the 95% submittal stage.
- b. Kimley-Horn will determine utility conflicts and advise the Town and utility companies.
- c. If there are utility conflicts, Kimley-Horn will provide utility coordination scope that is beyond this task and could be covered under Owner's Allowance for the project.

Task 4. – Post-Design Services

- a. Kimley-Horn will assist the Town with JOC inquiries by issuing up to two (2) addendums.
- b. Kimley-Horn will attend a pre-construction meeting.
- c. Kimley-Horn will attend up to two (2) construction meetings with the Town as a part of this project. A two-week construction schedule is anticipated for this project.
- d. Kimley-Horn will evaluate, respond, and maintain a log of RFIs and shop drawings. Kimley-Horn assumes a maximum of three (3) RFIs/shop drawings.
- e. Kimley-Horn will attend the Contractor's substantial completion walk and checklist meeting.
- f. Kimley-Horn will prepare as-built drawings after construction using the as-built survey data provided by the contractor.

Task 5. Project Management/Meetings

- a. Project management includes contract management, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.
- b. Kimley-Horn will attend three (3) design progress meeting with the Town. These meetings are anticipated to combine major meeting subjects such as progress, and resolution of design submittal comments.
- c. Kimley-Horn will be responsible for preparing meeting agenda, exhibits, and notes.
- d. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed, and responses will be provided.
- e. Any meetings beyond those listed above will be considered additional services.



KIMLEY-HORN ALLOWANCES

Task 6. Expenses (Allowance)

- a. This allowance is for expenses anticipated for this project including: telecommunications, gas mileage, in-house reproduction, postage, deliveries, supplies, and project-related computer time.
- b. Potholes will be billed at \$1,200 per pothole as needed and will be communicated to the Town. No more than four (4) potholes are anticipated.

Task 7. Owner's Allowance

- a. An owner's allowance has been included in this task to account for any unforeseen work out of scope of the project listed herein and will be only utilized upon the request and approval of the Town's project manager.

OTHER EXCLUSIONS

- a. Town is responsible for all associated permit fees, including plan review fees.
- b. The following items are excluded from this scope of work:
 - i. Geotechnical evaluation
 - ii. Environmental services
 - iii. Right-of-way or construction staking
 - iv. SWPPP/erosion control plans/details
 - v. Land acquisition services such as appraisals, developing offers, etc
 - vi. Material Testing
- c. Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have the authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work or for any failure of the Contractor to comply with any laws.
- d. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.



EXHIBITS

Exhibit A – Fee Schedule

Exhibit B – Anticipated Design Schedule

Exhibit C – Subconsultant

EXHIBIT A - FEE SCHEDULE

**Town of Paradise Valley
Palo Verde Drive Drainage Improvements
Fee Proposal**

		Senior Project Manager	Project Manager/ Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 220.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 75.00
1. CIVIL DESIGN	11,815.00	1	9	15	26	36	0
Cover Sheet (1 Sheet)	1,065.00		1	1	2	4	
General Notes/Detail Sheet (1 Sheet)	1,065.00		1	1	2	4	
Roadway Plan and Profile Sheet (1 Sheet - 20 scale)	4,600.00	1	4	6	10	12	
Data Collection	1,990.00		1	2	6	6	
Address Comments	3,095.00		2	5	6	10	
2. TOPOGRAPHIC SURVEY/UTILITY LOCATING	3,140.00	0	5	8	0	0	0
Topographic Survey, R/W and Coordination	2,140.00		5	8			
Control/Field Crew (Subconsultant - RSFS)	1,000.00						
3. UTILITY COORDINATION	4,805.00	-	3	7	18	-	10
Prepare Clearance Letters and Submit to Utilities	2,205.00		1	3	6		10
Map Existing Utilities in the Project Limits/Bluestake	2,600.00		2	4	12		
4. POST-DESIGN SERVICES	6,090.00	-	7	12	22	-	-
JOC Inquiries	1,210.00		2	2	4		
Construction Meetings (Virtual Up to 2 Mtgs)	1,520.00		2	4	4		
RFIs (3)	1,300.00		1	2	6		
Substantial Completion	1,030.00		1	2	4		
Asbuilts	1,030.00		1	2	4		
5. PROJECT MANAGEMENT	5,910.00	6	16	-	6	-	12
Contract Management	660.00		2				4
Project Management/Documentation	660.00		2				4
Subconsultant Coordination	660.00		2				4
QA/QC	2,040.00	6	4				
Town Meetings (3 Meetings)	1,890.00		6		6		
SUBTOTAL DIRECT LABOR	31,760.00	7.00	40.00	42.00	72.00	36.00	22.00
ALLOWANCES							
6. EXPENSES	5,300.00						
General Expenses	500.00						
Potholes (\$1200/pothole x 4)	4,800.00						
7. Owner's Allowance	5,000.00						
Owner's Allowance	5,000.00						
CONTRACT TOTAL	42,060.00						

EXHIBIT B – ANTICIPATED DESIGN SCHEDULE

Task	Duration
Notice to Proceed	June 1, 2022
Task 1. Civil Design	7 weeks
Task 2 - Topographic Survey/Utility Locating	3 weeks
Task 3 - Utility Coordination	11 weeks*
Task 4 - Post-Design Services	5 weeks
Tasks 5 – Project Management/Meetings	21 weeks
*Pending no conflicts or delays	

EXHIBIT C – SUBCONSULTANT

RSFS

Real Surveying Field Services LLC

602-790-4383

Rreal@RealSurveyingFieldServices.com

Kimley-Horn

Topo Survey

Task #1 5421 E. Palo Verde Dr

Proposal

Real Surveying Field Services LLC will Topo the area of 5421 E. Palo Verde Dr to correct drainage issues.

All work will be performed for a fixed fee of \$1,000

Thank you for the opportunity to submit this proposal

(If accepting proposal please sign, print name and title at company and send back to RSFS)

A handwritten signature in black ink, appearing to read 'Rene Real', with a stylized, flowing script.

Rene Real

Real Surveying Field Services Owner

12/23/21

5738 N 32nd Street

Description: Stormwater ponds in the cul-de-sac of 32nd Street.



TOWN OF PARADISE VALLEY

5738 N 32nd Street Drainage Improvements

SCOPE OF SERVICES

Prepared April 28, 2022

This scope of work is for final design services for the proposed roadway drainage improvements at 5738 N 32nd Street in the Town of Paradise Valley, AZ (Town). Kimley-Horn will provide topographic survey, utility coordination, civil design, final construction documents, and post-design services for the construction of the improvements. Post-design services include construction inquiries and meetings. This project is planning to use a job order contracting (JOC).

Task 1. Civil Design

- a. Kimley-Horn will prepare the grading and drainage plan for 32nd Street.
- b. Kimley-Horn will provide roadway plan and profile sheets to reconstruct the west half of the 32nd Street cul-de-sac and two driveways.
- c. It is the intent of the Town that all improvements are located within existing Town Right-of-Way. If improvements are not feasible or extent beyond Town Right-of-Way, additional design and coordination may be necessary under separate contract.
- d. The following sheet list is anticipated for the final construction documents:
 - Cover Sheet (1 Sheet)
 - General Notes (1 Sheet)
 - Roadway Plan and Profile Sheet (1 Sheet – 20 scale) that will include horizontal control, and new curb staking station/offset.

The project will follow a 95% and final (100%) sealed plan process.

Task 2. – Topographic Survey/Utility Locating

- a. The survey will be based on the Town of Paradise Valley horizontal and vertical datum which is NAD83(2011) horizontal scaled to ground and NAVD88 vertical datums.
- b. Kimley-Horn will survey the existing site improvements for the design of drainage improvements. The topo will include ground elevations to provide 1-foot contours along with all existing drainage features on the parcel.
- c. Final deliverables will be an AutoCAD drawing with a Civil3D surface of the site showing all utilities and features surveyed along with the right-of-way.

Task 3. –Utility Coordination

- a. Kimley-Horn will prepare and send utility clearance letters to the utility companies in the area with the project plans at the 95% submittal stage.
- b. Kimley-Horn will determine utility conflicts and advise the Town and utility companies.
- c. If there are utility conflicts, Kimley-Horn will provide utility coordination scope that is beyond this task and could be covered under Owner's Allowance for the project.

Task 4. – Post-Design Services

- a. Kimley-Horn will assist the Town with JOC inquiries by issuing up to two (2) addendums.
- b. Kimley-Horn will attend a pre-construction meeting.
- c. Kimley-Horn will attend up to two (2) construction meetings with the Town as a part of this project. A two-week construction schedule is anticipated for this project.
- d.
- e. Kimley-Horn will evaluate, respond, and maintain a log of RFIs and shop drawings. Kimley-Horn assumes a maximum of three (3) RFIs/shop drawings.
- f. Kimley-Horn will attend the Contractor's substantial completion walk and checklist meeting.
- g. Kimley-Horn will prepare as-built drawings after construction using the as-built survey data provided by the contractor.

Task 5. Project Management/Meetings

- a. Project management includes contract management, invoicing, internal meetings with staff, Quality Control/Quality Assurance, CADD maintenance, and discipline/subconsultant coordination.
- b. Kimley-Horn will attend three (3) design progress meeting with the Town. These meetings are anticipated to combine major meeting subjects such as progress, and resolution of design submittal comments.
- c. Kimley-Horn will be responsible for preparing meeting agenda, exhibits, and notes.
- d. Kimley-Horn will prepare a summary of comments received following each submittal. These comments will be addressed, and responses will be provided.
- e. Any meetings beyond those listed above will be considered additional services.



KIMLEY-HORN ALLOWANCES

Task 6. Expenses (Allowance)

- a. This allowance is for expenses anticipated for this project including: telecommunications, gas mileage, in-house reproduction, postage, deliveries, supplies, and project-related computer time.
- b. Potholes will be billed at \$1,200 per pothole as needed and will be communicated to the Town. No more than four (4) potholes are anticipated.

Task 7. Owner's Allowance

- a. An owner's allowance has been included in this task to account for any unforeseen work out of scope of the project listed herein and will be only utilized upon the request and approval of the Town's project manager.

OTHER EXCLUSIONS

- a. Town is responsible for all associated permit fees, including plan review fees.
- b. The following items are excluded from this scope of work:
 - i. Geotechnical evaluation
 - ii. Environmental services
 - iii. Right-of-way or construction staking
 - iv. SWPPP/erosion control plans/details
 - v. Land acquisition services such as appraisals, developing offers, etc
 - vi. Material Testing
- c. Kimley-Horn will not supervise, direct, or have control over the Contractor's work, nor shall Kimley-Horn have the authority to stop the work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by the Contractor, for safety programs incident to the Contractor's work or for any failure of the Contractor to comply with any laws.
- d. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for the Contractor's failure to perform its work in accordance with the Contract Documents.



EXHIBITS

Exhibit A – Fee Schedule

Exhibit B – Anticipated Design Schedule

Exhibit C – Subconsultant

EXHIBIT A - FEE SCHEDULE

**Town of Paradise Valley
32nd Street Drainage Improvements
Fee Proposal**

		Senior Project Manager	Project Manager/ Senior Professional	Professional	Analyst	Designer	Admin
TASK DESCRIPTION	SUBTOTAL	\$ 220.00	\$ 180.00	\$ 155.00	\$ 135.00	\$ 115.00	\$ 75.00
1. CIVIL DESIGN	15,440.00	2	11	21	34	45	0
Cover Sheet (1 Sheet)	1,065.00		1	1	2	4	
General Notes/Detail Sheet (1 Sheet)	1,065.00		1	1	2	4	
Roadway Plan and Profile Sheet (1 Sheet - 20 scale)	5,925.00	2	5	8	12	15	
Driveways	2,300.00		1	4	6	6	
Data Collection	1,990.00		1	2	6	6	
Address Comments	3,095.00		2	5	6	10	
2. TOPOGRAPHIC SURVEY/UTILITY LOCATING	3,140.00	0	5	8	0	0	0
Topographic Survey, R/W and Coordination	2,140.00		5	8			
Control/Field Crew (Subconsultant - RSFS)	1,000.00						
3. UTILITY COORDINATION	5,900.00	-	5	10	20	-	10
Prepare Clearance Letters and Submit to Utilities	2,900.00		1	4	10		10
Map Existing Utilities in the Project Limits/Bluestake	3,000.00		4	6	10		
4. POST-DESIGN SERVICES	6,090.00	-	7	12	22	-	-
JOC Inquiries	1,210.00		2	2	4		
Construction Meetings (Virtual Up to 2 Mtgs)	1,520.00		2	4	4		
RFIs (3)	1,300.00		1	2	6		
Substantial Completion	1,030.00		1	2	4		
Asbuilts	1,030.00		1	2	4		
5. PROJECT MANAGEMENT	6,350.00	8	16	-	6	-	12
Contract Management	660.00		2				4
Project Management/Documentation	660.00		2				4
Subconsultant Coordination	660.00		2				4
QA/QC	2,480.00	8	4				
Town Meetings (3 Meetings)	1,890.00		6		6		
SUBTOTAL DIRECT LABOR	36,920.00	10.00	44.00	51.00	82.00	45.00	22.00
ALLOWANCES							
6. EXPENSES	5,300.00						
General Expenses	500.00						
Potholes (\$1200/pothole x 4)	4,800.00						
7. Owner's Allowance	5,000.00						
Owner's Allowance	5,000.00						
CONTRACT TOTAL	47,220.00						

EXHIBIT B – ANTICIPATED DESIGN SCHEDULE

Task	Duration	Anticipated Start Date	Anticipated Date of Completion
Notice to Proceed	May 23, 2022		
Task 1. Civil Design	7 weeks	May 23, 2022	July 11, 2022
Task 2 - Topographic Survey/Utility Locating	3 weeks	May 23, 2022	June 13, 2022
Task 3 - Utility Coordination	11 weeks*	May 23, 2022	August 12, 2022
Task 4 - Post-Design Services	5 weeks	JOC Contract Awarded September 8, 2022	Final Inspection October 12, 2022
Tasks 5 – Project Management/Meetings	21 weeks	May 23, 2022	October 12, 2022
*Pending no conflicts or delays			

EXHIBIT C – SUBCONSULTANT

RSFS

Real Surveying Field Services LLC

602-790-4383

Rreal@RealSurveyingFieldServices.com

Kimley-Horn

Topo Survey

Task #5 5738 N 32nd St

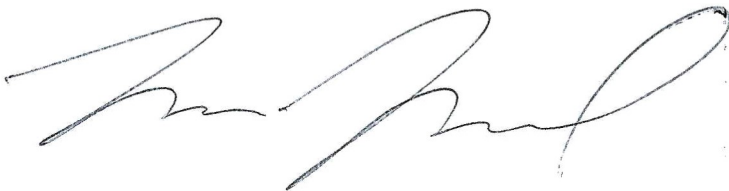
Proposal

Real Surveying Field Services LLC will Topo the area of 5738 N 32nd St to correct drainage issues.

All work will be performed for a fixed fee of \$1,000

Thank you for the opportunity to submit this proposal

(If accepting proposal please sign, print name and title at company and send back to RSFS)

A handwritten signature in black ink, appearing to read "Rene Real", with a large, stylized loop at the end.

Rene Real

Real Surveying Field Services Owner

12/23/21

CIP 2023-2027

Capital Improvement Program 2023 thru 2027

Town of Paradise Valley, Arizona

Department Streets 30-40-968

Contact Jason Harris

Type Improvement

Category Streets

Project # 2023-01

Project Misc. Street Improvements (various locations)

Total Project Cost: \$1,375,000

Description

The Engineering and Public Works Departments have identified several locations that hold water on roadways after rain events. Residents in the area of these locations regularly complain and the Public Works Department uses a street sweeper to help move water out of low spots. Improvements at various locations may include curb, gutter, scupper, sidewalk, roadway, and/or erosion control.

Justification

Mitigating ponding on roadways will improve safety, increase pavement service life, and decrease Public Works maintenance costs.

Expenditures	2023	2024	2025	2026	2027	Total
Professional Services	100,000	100,000	100,000	50,000	50,000	400,000
Construction	325,000	280,000	290,000	50,000	30,000	975,000
Total	425,000	380,000	390,000	100,000	80,000	1,375,000

Funding Sources	2023	2024	2025	2026	2027	Total
Town of Paradise Valley	425,000	380,000	390,000	100,000	80,000	1,375,000
Total	425,000	380,000	390,000	100,000	80,000	1,375,000

Budget Impact/Other

Public Works maintenance cost is anticipated to be reduced.

Types of Street Repairs

- Reprofiling roadway
- Extend storm drain
- Curb and gutter replacement

Town of Paradise Valley

Project Details

55th Pl & Palo Verde Dr



68th Pl & Vermont Ave



71st St & Bernell Dr



Proposed improvements include mitigating low spots and improving downstream area to allow water to freely flow without ponding on roadway.

Proposed Budget 2023/24

76





Action Report

File #: 22-234

AGENDA TITLE:

Discussion and Potential Action to Approve a Contract with Continental Flooring Company for the Town Hall Carpet Replacement.

RECOMMENDATION:

Approve contract CON-23-002-ENG and authorize the Town Manager to execute in the amount not to exceed \$65,000 and to waive the 14-day wait period to sign the agreement.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director
Brent Skoglund, Public Works Director
Paul Mood, Town Engineer
Jason Harris, Capital Projects Administrator

DATE: June 9, 2022

AGENDA TITLE:

Approval of Contract with Continental Flooring Company for the Town Hall Carpet Replacement

RECOMMENDATION:

Staff recommends Town Council approval of contract CON-23-002-ENG and to authorize the Town Manager to execute in the amount not to exceed \$65,000 and to waive the 14-day wait period to sign the agreement.

SUMMARY STATEMENT:

The existing carpet is twenty years old and was programmed to be replaced with the Town Hall remodel. In 2019, Town Hall Optimization Phase I installed new flooring for the Community Room, IT & Finance Offices, and the Post Office.

Town Hall Optimization Phase II will include new carpeting in all areas not completed in Phase I, which include the Council Chambers, Boardroom, Conference Room, and the offices serving Community Development, Mayor, Town Manager, Town Clerk, Human Resources, and the Attorneys.

The Town is utilizing a state contract which permits cooperative use by other governmental agencies. An Owners Allowance of \$5,800 is included in contract amount to account for unforeseen items. The lead time for materials is up to eight weeks. The work is planned to commence in the summer and is anticipated to be completed by September 2.

BUDGETARY IMPACT:

The project is budgeted in the FY23 Capital Improvement Program (CIP) under Town Hall Optimization Phase II as follows:

CIP Project No. 2023-05: \$65,000

Bond 2020 Series Funds

Award of contract is subject to the Town Council approval of the FY23 Budget.

ATTACHMENT(S):

- A. Staff Report
- B. Contract



LINKING AGREEMENT FOR COOPERATIVE PURCHASE

CONTINENTAL FLOORING COMPANY

COMMERCIAL FLOORING PRODUCTS & SERVICES

PROJECT NO. 2023-05 TOWN HALL OPTIMIZATION PHASE II

This Linking Agreement for Cooperative Purchase (“**Agreement**”) is made and entered into on this ____ day of _____, 2022 (the “**Effective Date**”) by and between the Town of Paradise Valley, an Arizona municipal corporation (“**Town**”), and Continental Flooring Company, an Arizona Corporation authorized to do business in Arizona (“**Contractor**”), whose principal place of business is located at: 9319 N 94th Way, Suite 1000, Scottsdale, Arizona 85258 (each individually a “**Party**,” or together the “**Parties**”).

RECITALS

A. On April 1, 2019, after a competitive procurement process, the Arizona Department of Administration entered into the State Procurement Office Contract No. CTR043427, with Contractor (“**Base Agreement**”), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Base Agreement, and Contractor desires to enter into this Agreement to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. Contractor shall provide Town the supplies and/or services, generally described as Commercial Flooring Products & Service, and more particularly identified in the proposal (“**Scope of Work**”) attached hereto as **Exhibit B** and incorporated herein by this reference.

- 1.2. Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State Procurement Office “State” in the Base Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all Town’s specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the “Unauthorized Conditions”), other than Town’s project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$65,000.00.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until project completion or March 31, 2023, whichever comes first, unless terminated, cancelled, or extended as otherwise provided in this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance and formal endorsements issued by Contractor’s insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,
an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

CONTINENTAL FLOORING COMPANY
a(n) Arizona corporation:

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

CONTINENTAL FLOORING COMPANY
COMMERCIAL FLOORING PRODUCTS & SERVICES

**EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT**

(See attached: Commercial Flooring Products & Services, CTR043427., April 1, 2019)

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

CONTINENTAL FLOORING
COMMERCIAL FLOORING PRODUCTS & SERVICES

EXHIBIT B
SCOPE OF WORK AND PRICING



9319 N. 94th Way • Suite 1000 • Scottsdale, AZ 85258
Phone (480) 949-8509 • Toll Free (800) 825-1221
FAX (480) 945-2603
Website www.continentalflooring.com

May 18, 2022

John Fraley
Town of Paradise Valley
6401 E Lincoln Drive
Paradise Valley, AZ 85253

***** UPDATED DATE COPY *****

RE: Town of Paradise Valley; Council Meeting Area and Offices
See drawing for details
Arizona State Flooring Contract No. CTR043427, Maricopa County, Region 4
Quote Valid for 60 days

Dear John:

In response to your request for quotation, Continental Flooring Company offers the following proposal for your consideration under Arizona State Flooring Contract No. CTR043427, awarded 4/1/2019:

Description	Qty	Price	Extended
Furnish & Install Shaw Unearthed Collection or Equivalent Style: Agate, Color: Zircon 14740	950 SY	\$48.95 SY	\$46,502.50
Furnish 4" Rubber Cove Base, Color: Grey (to be confirmed)	1560 LF	\$0.80 LF	\$1,248.00
Install 4" Cove Base	1560 LF	\$0.80 LF	\$1,248.00
Furnish Transitions Strips	12 LF	\$2.00 LF	\$24.00
Install Vinyl Binder Bar	12 LF	\$1.50 LF	\$18.00
Modular Furniture Lifting	170 SY	\$7.75 SY	\$1,317.50
Office Furniture Moving	500 SY	\$4.00 SY	\$2,000.00
Remove Existing Glue Down Carpet	8550 SF	\$0.30 SF	\$2,565.00
Scrape Away Existing Adhesive	8550 SF	\$0.20 SF	\$1,710.00
Floor preparation as required by manufacturer guidelines	8550 SF	\$0.30 SF	\$2,565.00
Project Total			\$59,198.00

The above quotation is in compliance with the new TPT Tax regulations and no additional taxes will be charged

Prices listed in this quote are for the scope of work shown on the attached drawing and/or listed in the regarding line of this quote. Any changes you make to the project after the materials are ordered may require additional charges. If the changes you make are close to the start of or during the installation process there may also be a delay in the completion of the project as we wait for the materials for the change to arrive. Please review and consider carefully the quote and drawing is meeting the scope of work you have requested, we will be referencing these documents during the installation project. If it is not, please request a revised quote with an updated scope of work.

Prices listed in this quote include moving of standard furniture. Standard furniture moving includes moving of regular desks, chairs, 2 drawer file cabinets, half empty 4 drawer filing cabinets and empty bookcases. (Excludes modular furniture, fireproof file cabinets and safes)

Not included in moving of standard furniture is the moving of sensitive electronic equipment such as computers, telephones, copiers and such. You should have your IT department or facilities department coordinate the moving of all electronic items. A

guide sheet regarding what to do before installation begins is included with this quote and another copy will be sent to you once an installation date is set.

Prices listed in this quote include standard sub-floor preparation. Standard sub-floor preparation consists of a maximum of 25lbs of patch for every 300 square yards of material, except as otherwise noted. *Should any unforeseen sub-floor conditions exist additional charges will apply.*

Continental Flooring does not test for asbestos or lead paint nor do we provide asbestos or lead paint abatement. The Owner represents that they have taken all necessary steps to ensure that no asbestos or lead paint exists on this project. The Owner accepts all responsibility for the testing and removal of asbestos and lead paint and will hold Continental Flooring harmless relating to asbestos and lead paint. The owner will provide related certification to continental flooring if required.

Once your purchase order is delivered to Continental Flooring Company, materials for your installation will be ordered. Due to uncertainty around manufacturing & shipping commitments and in order to eliminate scheduling delays, Continental Flooring waits until all materials for your project have been received before scheduling your installation. *For that reason, precise installation dates will not be immediately available until materials have been received.* Contact Cathy Gordon at (480) 949-3509 ext. 289 anytime you may need an update on your installation timeline.

Thank you for the opportunity to quote to you on this project. Should you have any questions, or require additional information, please call me at (480) 949-8509 ext. 1285 or email me directly at laurak@continentalflooring.com.

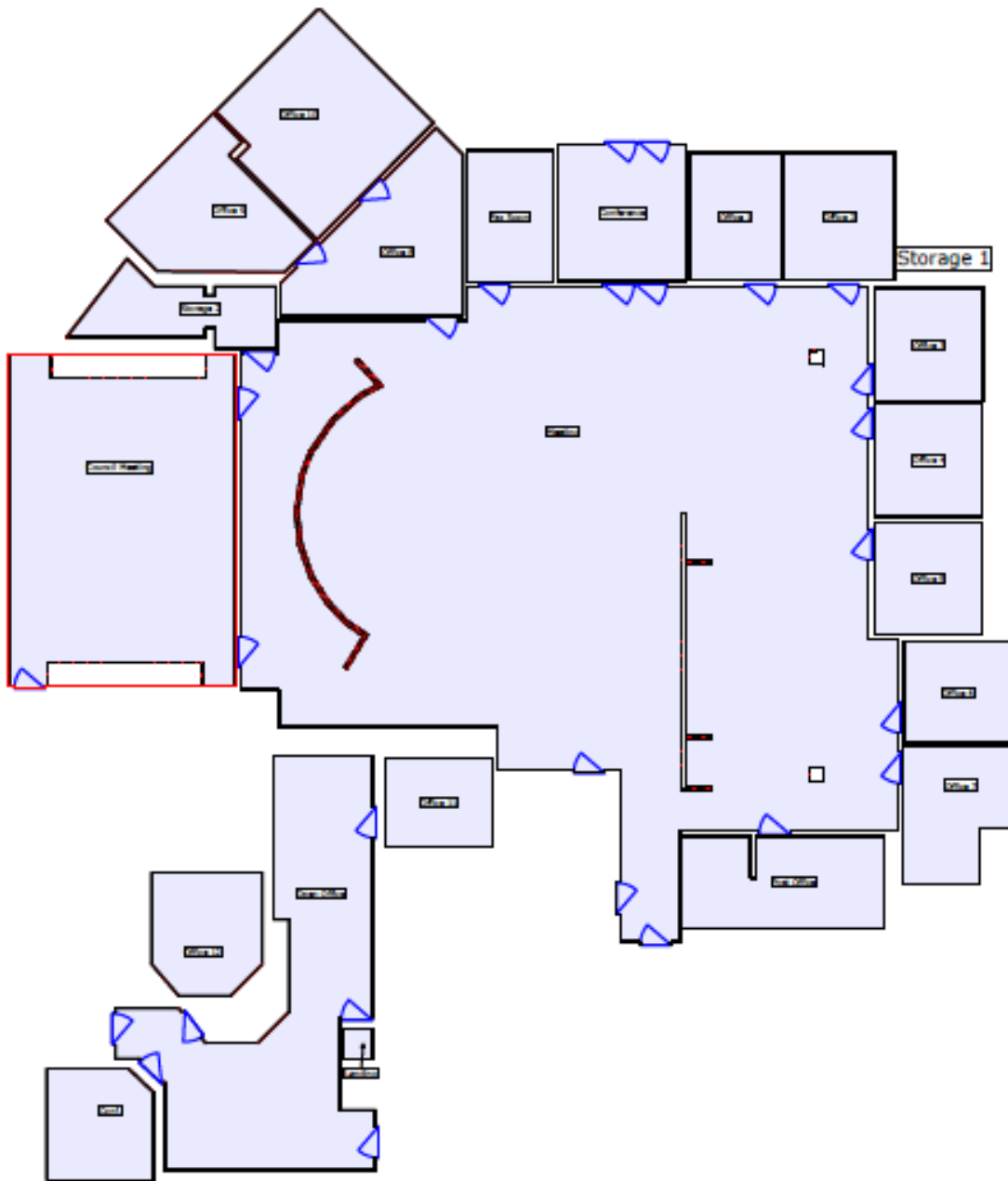
Respectfully,


Laura Kuligowska

Continental Flooring Company

We are proud to have served the public sector since 1979

Flooring Area: 8,550 SF



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

CONTINENTAL FLOORING COMPANY
COMMERCIAL FLOORING PRODUCTS & SERVICES

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Brent Skoglund, Public Works Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253



Action Report

File #: 22-235

AGENDA TITLE:

Discussion and Possible Action to Approve a Contract with Educational Furnishings of Arizona for the Town Hall Optimization Phase II Project

RECOMMENDATION:

Approve contract CON-23-003-ENG and authorize the Town Manager to execute in the amount not to exceed \$75,000 and to waive the 14-day wait period to sign the agreement

STAFF CONTACT:

TOWN *Of* **PARADISE VALLE**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director
Brent Skoglund, Public Works Director
Paul Mood, Town Engineer
Jason Harris, Capital Projects Administrator

DATE: June 9, 2022

AGENDA TITLE:

Approval of Contract with Educational Furnishings of Arizona for the Town Hall Optimization Phase II Project

RECOMMENDATION:

Staff recommends Town Council approval of contract CON-23-003-ENG and to authorize the Town Manager to execute in the amount not to exceed \$75,000 and to waive the 14-day wait period to sign the agreement.

SUMMARY STATEMENT:

In 2017, the Town conducted a space needs assessment of Town Hall, which included current and projected staffing levels. The objective was to understand the space required to provide efficient and effective public services, account for anticipated growth, and provide space for records required to be retained under state law. As a result, a remodel was recommended to optimize the existing building's footprint and to repurpose some of the areas for workspaces.

In 2018, the Town Council considered a remodel of the Engineering/Public Works building as a \$1,500,000 Capital Improvement Project. This project was in response to the need for additional work spaces for engineering staff. In the interim, and during the Pandemic, two staff spaces for Public Works management were temporarily provided in a trailer out in the corporation yard.

In 2019, Town Hall Optimization Phase I included five new workspaces for IT staff while maintaining public space in the new lobby area and Community Room.

In 2022, Town Hall Optimization Phase II will include six new workspaces for Community Development staff to provide more efficient services as a 'one-stop shop' for customers and to provide better utilization of floor space.

The Town is utilizing a state contract which permits cooperative use by other governmental agencies. An Owners Allowance is included in contract amount to account for unforeseen items. The lead time for materials is up to twelve weeks. The work is planned to commence in the summer of 2022 and is anticipated to be completed September 2.

BUDGETARY IMPACT:

The project is budgeted in the FY23 Capital Improvement Program (CIP) under Town Hall Optimization Phase II as follows:

CIP Project No. 2023-05: \$75,000

Bond 2020 Series Funds

Award of contract is subject to the Town Council approval of the FY23 Budget.

ATTACHMENT(S):

A. Staff Report

B. Contract



**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE
PROJECT NO. 2023-05 TOWN HALL OPTIMIZATION PHASE II

This Linking Agreement for Cooperative Purchase ("**Agreement**") is made and entered into on this ____ day of _____, 2022 (the "**Effective Date**") by and between the Town of Paradise Valley, an Arizona municipal corporation ("**Town**"), and Educational Furnishings of Arizona LLC, an Arizona Limited Liability Company authorized to do business in Arizona ("**Contractor**"), whose principal place of business is located at: 6913 W. Buckeye Road, #200, Phoenix, AZ 85043 (each individually a "**Party**," or together the "**Parties**").

RECITALS

A. On September 1, 2018, after a competitive procurement process, the Arizona Department of Administration entered into the State Procurement Office Contract No. CTR030637, with Contractor ("**Base Agreement**"), to purchase goods and services as described therein. A copy of the Base Agreement is attached hereto as **Exhibit A** and the terms of the Base Agreement are incorporated herein by reference, to the extent not inconsistent with this Agreement. The Base Agreement permits its cooperative use by other governmental agencies including the Town.

B. Pursuant to A.R.S. §§ 41-2631 *et seq.* and Town of Paradise Valley Resolution Nos. 1205 and 1207, the Town has the authority to utilize cooperative purchasing contracts and engage contractors under the terms thereof.

C. Town desires to contract with Contractor for supplies or services identical or nearly identical to the supplies or services Contractor is providing other units of government under the Base Agreement, and Contractor desires to enter into this Agreement to provide such supplies and services as set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, Contractor and Town, in consideration of the foregoing Introduction and Recitals, which are incorporated herein by reference, and for the consideration hereinafter set forth, promise, covenant, and agree as follows:

1. Scope of Work; Terms, Conditions, and Specifications.

- 1.1. Contractor shall provide Town the supplies and/or services, generally described as cubical furniture design and installation, and more particularly identified in the Quotation #2221-199 ("**Scope of Work**") attached hereto as **Exhibit B** and incorporated herein by this reference.

- 1.2. Contractor agrees to comply with all the terms, conditions, and specifications of the Base Agreement. Such terms, conditions, and specifications are specifically incorporated into and are an enforceable part of this Agreement, except to the extent superseded herein or otherwise provided in **Exhibit C**. As used in this Agreement, all references to the State Procurement Office (State) in the Base Agreement shall mean the Town of Paradise Valley, Arizona.
- 1.3. Contractor shall comply with all Town's specific requirements and/or options, as specified in **Exhibit C** attached hereto and incorporated herein by reference. **To the extent there is any conflict between Exhibit B or C and the Base Agreement, Exhibits B and C take precedence.**
- 1.4. Contractor acknowledges and agrees that work order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than Town's project-specific requirements, are hereby expressly declared void and shall be of no force and effect. Acceptance by Town of any work order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or in the Base Agreement shall not alter such terms and conditions or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If this Agreement is renewed pursuant to Subsection 3 and such renewal includes any Unauthorized Conditions, other than price, those terms will be null and void.
2. Payment. Payment to Contractor for the services, materials, or equipment provided shall be made in accordance with the price list and terms set forth in **Exhibit B**. The total compensation for the supplies or services purchased under this Agreement shall not exceed \$75,000.
3. Contract Term and Renewal.
 - 3.1. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 30, 2022 or until project completion, whichever comes first, unless terminated, cancelled, or extended as otherwise provided in this Agreement.
4. Certificates of Insurance. All insurance provisions of the Base Agreement shall apply, including without limitation, the requirement to name Town, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured. Prior to commencing work under this Agreement, Contractor shall furnish Town with Certificate(s) of Insurance and formal endorsements issued by Contractor's insurer(s) as evidence that policies providing the required coverages, conditions, and limits required by this Agreement are in full force and effect.
5. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.
6. Boycott of Israel Prohibited. To the extent Title 35 is applicable to the Contract, the Contractor warrants that it is not and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.
7. Cancellation for Conflict of Interest. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have hereunto subscribed their names.

TOWN OF PARADISE VALLEY,

an Arizona municipal corporation:

By: _____
Jill Keimach, Town Manager

**EDUCATIONAL FURNISHINGS OF
ARIZONA LLC**

an Arizona Limited Liability Company:

By: _____

Name: _____

Title: _____

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE

**EXHIBIT A
COOPERATIVE PURCHASING AGREEMENT**

(See attached: Furniture, Products and Service, ADSPO18-211723 Contract No. CTR030637, September 1, 2018)

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE

**EXHIBIT B
SCOPE OF WORK AND PRICING**

**LINKING AGREEMENT
FOR COOPERATIVE PURCHASE**

EDUCATIONAL FURNISHINGS OF ARIZONA LLC
FURNITURE, PRODUCTS AND SERVICE

EXHIBIT C
SPECIFIC REQUIREMENTS/OPTIONS OF TOWN

Notices: All notices required under the Linking Agreement shall be sent to:

Lisa Collins, Community Development Director
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253

With mandatory copy to:

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, Arizona 85253



Action Report

File #: 22-232

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2022-14 Authorizing the Town to Enter into Intergovernmental Agreement with the Flood Control District of Maricopa County for the Design and Construction of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.

RECOMMENDATION:

Adopt Resolution 2022-14 authorizing the Town Manager to enter into Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County for the Design, Rights-Of-Way Acquisition, Utility Relocations, Construction, Construction Management, and Operation and Maintenance of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lisa Collins, Community Development Director
Paul Mood, Town Engineer
Jason Harris, Capital Projects Administrator

DATE: June 9, 2022

AGENDA TITLE:

Adoption of Resolution 2022-14 for the Town to enter into IGA with the Flood Control District of Maricopa County for the Design and Construction of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road

RECOMMENDATION:

Staff recommends Town Council adopt Resolution 2022-14 authorizing the Town Manager to enter into Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County for the Design, Rights-Of-Way Acquisition, Utility Relocations, Construction, Construction Management, and Operation and Maintenance of the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road.

SUMMARY STATEMENT:

The Town applied for a grant available through the Flood Control District (District) of Maricopa County. The District's cost share participation of 50% of the project cost related to the drainage improvements is subject to Town Council approval of the IGA. The District's 50% participation is estimated at \$3,500,000. The Town anticipates executing the IGA upon the District's approval expected in July.

The Town will be responsible for administering the design and construction of the project and will be responsible for the maintenance and operations. On April 28, 2022, Town Council awarded the design contract to Kimley-Horn and Associates.

The City of Phoenix plans on installing a new water line on Mockingbird Lane from 56th Street to Invergordon Road in the near future. The Town intends to work with the City to coordinate the work to minimize impacts to the community.

BUDGETARY IMPACT:

The project design and construction cost share for each project by agency are estimated as follows:

Town: \$3,500,000 (CIP No.2021-12)

District: \$3,500,000

Total: \$7,000,000

The Town plans to start design in FY23 subject to Town Council approval of the FY23 Budget and approval of the IGA with District.

ATTACHMENT(S):

Attachment A: Staff Report

Attachment B: Resolution 2022-14

Attachment C: CIP 2021-12 Mockingbird Lane Drainage Improvements 56th Street to Invergordon Road

RESOLUTION NUMBER 2022-14

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, AUTHORIZING THE TOWN TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY FOR DESIGN, ACQUISITION OF RIGHTS-OF-WAY, UTILITY RELOCATIONS, CONSTRUCTION, CONSTRUCTION MANAGEMENT AND OPERATION AND MAINTENANCE OF THE MOCKINGBIRD LANE DRAINAGE IMPROVEMENTS FROM 56TH STREET TO INVERGORDON ROAD.

WHEREAS, the Town of Paradise Valley (“Town”) and the Flood Control District of Maricopa County (“District”) desire to work in cooperation and cost-share in the Mockingbird Lane Drainage Improvements from 56th Street to Invergordon Road project (the “Project”) in order to reduce the potential flood hazard to properties; and

WHEREAS, the Town and the District County also desire enter into Intergovernmental Agreement FCD2022A011 (the “IGA”) to define responsibilities of the Town and the District related to design, rights-of-way acquisition, utility relocations, construction, construction management, and operation and maintenance of the Project; and

WHEREAS, pursuant to the IGA, the District will be responsible to reimburse the Town for fifty percent (50%) of the Project costs incurred; and

WHEREAS, pursuant to the IGA, the Town will be responsible to fund Project design and construction costs not reimbursed by the District, such as non-flood control related purposes.

NOW THEREFORE, BE IT RESOLVED, by the Town Council of the Town of Paradise Valley as follows:

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

Section 2. Intergovernmental Agreement FCD2022A011 between the Town and Flood Control District of Maricopa County, is approved in substantially the form attached hereto as Exhibit A and incorporated herein. The Town’s approval of the IGA is conditioned upon the subsequent approval of the District.

Section 3. The Town Manager is authorized to execute the Intergovernmental Agreement FCD2022A011 on behalf of the Town and the Town Clerk is authorized and directed to attest to the same.

Section 4. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley,
Arizona this 9th day of June, 2022.

ATTEST:

Jerry Bien-Willner, Mayor

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2022-14

[Intergovernmental Agreement FCD2022A011]

See following pages.

INTERGOVERNMENTAL AGREEMENT

Between

THE TOWN OF PARADISE VALLEY

and the

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY

for the

**DESIGN, RIGHTS-OF-WAY ACQUISITIONS, UTILITY RELOCATIONS, CONSTRUCTION,
CONSTRUCTION MANAGEMENT, AND OPERATION AND MAINTENANCE**

of the

MOCKINGBIRD LANE DRAINAGE IMPROVEMENTS PROJECT

IGA FCD 2022A011

Agenda Item _____

This Intergovernmental Agreement (this “Agreement”) is entered into by and between the Flood Control District of Maricopa County, a political subdivision of the State of Arizona, acting by and through its Board of Directors (the “DISTRICT”), and the Town of Paradise Valley, a municipal corporation, acting by and through its Mayor and Town Council, (the “TOWN”). The TOWN and the DISTRICT are collectively referred to as the “PROJECT PARTNERS” and individually as a “PROJECT PARTNER.”

This Agreement shall become effective as of the date it has been executed by all PROJECT PARTNERS.

STATUTORY AUTHORIZATION

1. The DISTRICT is empowered by Arizona Revised Statutes (A.R.S.) § 48-3603, as revised, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the DISTRICT.
2. The TOWN is empowered by A.R.S. § 9-240(B) and A.R.S. § 11-952, as amended, to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the TOWN.

BACKGROUND

3. The Lower Indian Bend Wash Area Drainage Master Study/Plan (ADMS/P) was completed by the DISTRICT in December 2017. The ADMS/P evaluated existing drainage structures, identified drainage problems, analyzed the extent of flooding, and developed alternative drainage solutions and a Recommended Drainage Master Plan (PLAN) was selected for the area.
4. The Lower Indian Bend Wash watershed extends from Shea Boulevard to the north, Middle Indian Bend Wash to the east, Salt River to the south, and 56th Street to the west.
5. The Mockingbird Lane Drainage Improvement Project (PROJECT) is one of the recommended structural drainage solutions to mitigate flooding hazards of the PLAN. The PROJECT starts from 56th Street along Mockingbird Lane to Invergordon Road then heads north along Invergordon Road to outfall into Indian Bend Wash.

6. The PROJECT will provide 10-year flood protection to properties from 56th Street on the west, Invergordon Road on the east, Mockingbird Lane on the south, and Indian Bend Wash on the north.
7. In October 2020, the TOWN submitted the PROJECT for consideration in the DISTRICT's Fiscal Year 2021/2022 Capital Improvements Program.
8. In December 2020, the DISTRICT'S Flood Control Advisory Board reviewed the submitted PROJECT, and with DISTRICT Director concurrence, recommended the PROJECT for future implementation.
9. On May 23, 2018, the Board of Directors of the DISTRICT adopted Resolution FCD 2018R007 (C-69-18-036-6-00), authorizing the DISTRICT to cost-share in the PROJECT, and to negotiate Intergovernmental Agreements for the design, rights-of-way acquisitions, construction, construction management, and operation and maintenance of the PROJECT.

PURPOSE OF THE AGREEMENT

10. This Agreement identifies and defines the responsibilities of the DISTRICT and the TOWN for PROJECT activities related to design, rights-of-way acquisitions, construction, utility relocations, construction management, and operation and maintenance.

TERMS OF AGREEMENT

11. The PROJECT COST is estimated to be \$7,000,000. This amount is based on the best information available at the time of the execution of this Agreement and is subject to change without amendment to this Agreement. Upon recognition of anticipated cost increases above this estimated PROJECT COST, PROJECT PARTNERS shall communicate these anticipated increases and take appropriate actions to address the situation.
 - 11.1 The PROJECT COST includes all expenses related to the design, rights-of-way acquisitions, utility relocations, construction, and construction management of the PROJECT, including but not limited to, obtaining United States Army Corps of Engineers (USACE) Section 404 Permits including the mitigation efforts required by that permit process, and landscaping and aesthetic features in accordance with and not to exceed the DISTRICT's Policy for the Aesthetic Treatment and Landscaping of Flood Control Projects.
 - 11.2 All costs associated with additional rights-of-way acquired at the request of the TOWN for non-flood control purposes, landscaping, aesthetic features and amenities requested by the TOWN that are above and beyond those allowed by the DISTRICT's Policy for the Aesthetic Treatment and Landscaping of Flood Control Projects and are compatible with the PROJECT function, shall be funded by the TOWN.
 - 11.3 Personnel and internal administrative costs of either PROJECT PARTNER, including costs associated with the issuance of PROJECT permits shall be funded by the respective PROJECT PARTNERS.
12. The target date for completion of PROJECT is DISTRICT Fiscal Year 2024/2025. The PROJECT PARTNER assigned lead agency responsibility for a task shall inform the other PROJECT PARTNER of delays impacting this target completion date.
13. DISTRICT funding for the PROJECT shall be from secondary flood control tax levy revenue and is contingent upon funding availability within the DISTRICT's Capital Improvement Program.

14. TOWN funding for the PROJECT shall be from the TOWN's Capital Improvement Program (CIP) budget and is subject to availability of funds appropriated to the CIP budget.
15. The DISTRICT shall:
 - 15.1 Fund fifty percent (50%) of the PROJECT COST, making the DISTRICT's estimated share \$3,500,000.
 - 15.2 Within thirty (30) calendar days of receipt, pay all invoices issued by the TOWN pursuant to the PROJECT in accordance with the terms of this Agreement.
 - 15.3 Participate in PROJECT public involvement activities.
 - 15.4 Within three (3) weeks of receipt of interim project submittals, provide review comments to the TOWN.
 - 15.5 Participate in a final inspection of the completed PROJECT with the TOWN.
16. The TOWN shall:
 - 16.1 Fund fifty percent (50%) of the PROJECT COST, making the TOWN's estimated share \$3,500,000.
 - 16.2 Serve as lead agency for: PROJECT design, obtaining all necessary USACE Section 404 permits, approvals, public involvement activities, the relocation of all conflicting utilities in place via prior rights, acquisition of all required rights-of-way, construction, construction management, and operation and maintenance.
 - 16.3 Obtain rights-of-way required for the PROJECT.
 - 16.3.1 The PROJECT PARTNERS agree that continuation of the PROJECT is conditioned upon the TOWN being able to obtain rights-of-way, temporary construction easements, or such other property interests as may be necessary to complete the PROJECT in a form and an expense that is satisfactory to the TOWN. In the event that the TOWN is unable to satisfactorily obtain such property interests within a reasonable time following execution of this Agreement, the TOWN may notify DISTRICT of the same and this Agreement may be terminated without further obligation of the PROJECT PARTNERS.
 - 16.4 Upon the awarding of the appropriate contract(s), invoice the DISTRICT for fifty percent (50%) of its share of the PROJECT COST associated with such contract(s) and, upon completion of the contract(s), invoice the DISTRICT for its remaining share of all PROJECT COST associated with said contract(s) incurred to date.
 - 16.5 Provide the DISTRICT with interim design submittals, allow three (3) weeks for review and comment, and incorporate any comments from the DISTRICT into the PROJECT design as appropriate. If the DISTRICT has not responded within the three (3) week review period, the design submitted for review shall be deemed to have been approved by the DISTRICT.
 - 16.6 Require that any contractor selected for the PROJECT:
 - 16.6.1 Warrant its compliance with all federal immigration laws and regulations that relate to its employees and their compliance with A.R.S. § 23-214(A).

- 16.6.2 Agree that a breach of the warranty under paragraph 16.6.1 shall be deemed a material breach of contract and is subject to penalties up to and including termination of the contract.
- 16.6.3 Agree that the DISTRICT retains the legal right to inspect the papers of the contractor or subcontractor employee(s) who work(s) on this Agreement to ensure that contractor or subcontractor is complying with the warranty under paragraph 16.6.1
- 16.7 Be responsible for assuring the safety and appropriateness of any non-flood control uses of the PROJECT prior to making the PROJECT available for such uses.
- 16.8 Coordinate a final inspection of the completed PROJECT with the DISTRICT.
- 16.9 Obtain DISTRICT review and comments on the design and/or construction of any future modifications to the PROJECT improvements and resolve and/or incorporate the DISTRICT's comments into these future PROJECT improvement modifications.
17. Any local permits required for the PROJECT that are issued by either PROJECT PARTNER shall be issued at no cost to the PROJECT. Notwithstanding, any permitting costs incurred from jurisdictions that are not a PROJECT PARTNER shall be included as PROJECT costs.
18. All permanent rights-of-way acquired for the PROJECT shall provide that the land and/or land rights acquired by the TOWN shall specifically be used for flood control purposes. If it is mutually agreed between the PROJECT PARTNERS that land and/or land rights acquired for the PROJECT are no longer needed for flood control purposes and therefore available for sale, the TOWN may sell the land or release land rights provided that upon such sale, and the DISTRICT shall be paid an amount equal to fifty percent (50%) of the final disposition price at the time that the TOWN disposes of said land or releases said land rights. This provision shall survive the termination of this Agreement.
19. Each PROJECT PARTNER, and the PROJECT PARTNERS collectively, shall:
- 19.1 Comply with all federal, state and local laws, regulations, ordinances, and resolutions applicable to the PROJECT or the conduct of the PROJECT PARTNERS and ensure adherence to all requirements imposed by law on any contractor or subcontractor performing work on or in connection with the PROJECT.
- 19.2 Comply with A.R.S. Sections 41-4401 and 23-214, subsection A.
- 19.2.1 Each party to this Agreement retains the legal right to inspect the records of the contractors' or subcontractors' employees performing work on this PROJECT to verify compliance with A.R.S. Sections 41-4401 and 23-214, subsection A.
- 19.2.2 Failure by either party to this Agreement to comply with A.R.S. Sections 41-4401 and 23-214, subsection A shall be deemed a breach of this Agreement and is subject to penalties up to and including termination of the Agreement.
- 19.3 Provide any permit(s) required for the PROJECT at no cost to the PROJECT.
- 19.4 Following mutual written agreement of all PROJECT PARTNERS, be allowed to delegate its responsibilities under this Agreement to another party. Any delegation, however, shall not relieve the delegating PROJECT PARTNER of its original responsibilities as defined in this Agreement. The use of a contractor to perform any services necessary to complete the Project as designed shall not be construed as being a delegation of responsibilities.

- 19.5 In the case of any dispute over any items in this Agreement, use their best efforts and enter into good faith negotiations to resolve the disputed matters. However, this shall not limit the rights of the PROJECT PARTNERS to seek any remedies provided by law.
- 19.6 Take reasonable and necessary actions within its authority to ensure that only storm water is discharged into the PROJECT, and that such discharges into the PROJECT comply at the point of discharge with any applicable requirements of the U.S. Environmental Protection Agency Clean Water Act, Arizona Pollutant Discharge Elimination System or any other applicable discharge requirements, including any permit requirements.
20. Each PROJECT PARTNER shall, as “Indemnitor,” to the extent permissible by law, indemnify, defend and hold harmless the other PROJECT PARTNER (“Indemnatee”), including agents, officers, directors, and employees thereof, from and against any and all loss or expense incurred as a result of any claim or suit of any nature whatsoever, which arises out of any act or omission of Indemnitor pursuant to this Agreement, including but not limited to, reasonable attorneys’ fees, court costs, and other expenses relating to the defense against claims or litigation, incurred by the Indemnatee. Notwithstanding the above, Indemnatee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnatee has not actually paid or has no actual obligation to pay. In the event any agreement to pay to resolve issues of liability is not enforceable, or any agreement or settlement results in an actual obligation lower than the full amount of liability, the Indemnitor’s obligation to pay shall be limited to the amount Indemnatee has paid or would be obligated to pay in the absence of any agreement to indemnify. Should the TOWN offer to make or make the PROJECT available for any non-flood control uses, the TOWN shall, to the extent permissible by law, indemnify, defend and save harmless the DISTRICT, including agents, officers, directors, and employees thereof, from any and all loss or expense incurred as a result of any claim or suit resulting from that non-flood control use without limitation. Such indemnification obligation is intended to be a specific indemnity obligation rather than the general indemnity obligations set forth in this paragraph regarding all other types of claims or suits and shall include the obligation to provide reasonable attorneys’ fees, court costs, and other expenses relating to the defense of such claims or litigation.
21. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:
- | | |
|--|---|
| Flood Control District of Maricopa County
Director
2801 West Durango Street
Phoenix, Arizona 85009-6399 | Town of Paradise Valley
Town Manager
6401 East Lincoln Drive
Paradise Valley, AZ. 85253-4328 |
|--|---|
22. This Agreement shall expire either (a) ten (10) years from the date of its full execution or (b) upon closing of the PROJECT and after all funding obligations and reimbursements have been satisfied in accordance with this Agreement, whichever is the first to occur. However, by mutual written agreement of all parties, this Agreement may be amended or terminated.
23. This Agreement is subject to cancellation by any party pursuant to the provisions of A.R.S. Section 38-511.

24. Attached to this Agreement or contained herein are the written determinations by the appropriate attorneys for the parties to this Agreement, that these agencies are authorized under the laws of the State of Arizona to enter into this Agreement and that it is in proper form.
25. If legislation is enacted after the effective date of this Agreement that changes the relationship or structure of one or more parties to this Agreement, the parties agree that this Agreement shall be renegotiated at the written request of any party.

[Signatures on following pages.]

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
A Political Subdivision of the State of Arizona

Recommended by:

Michael A. Fulton, Director

Date

Approved and Accepted:

By: _____
Chairman, Board of Directors

Date

Attest:

By: _____
Clerk of the Board

Date

The foregoing Intergovernmental IGA FCD 2022A011 has been reviewed pursuant to Arizona Revised Statutes 11-952, as amended, by the undersigned General Counsel, who has determined that it is in proper form and within the powers and authority granted to the Flood Control District of Maricopa County under the laws of the State of Arizona.

Flood Control District General Counsel

Date

TOWN OF PARADISE VALLEY
A Municipal Corporation

Approved and Accepted By:

Jill Keimach, Town Manager

Date

Attest:

By: _____
Duncan Miller, Town Clerk

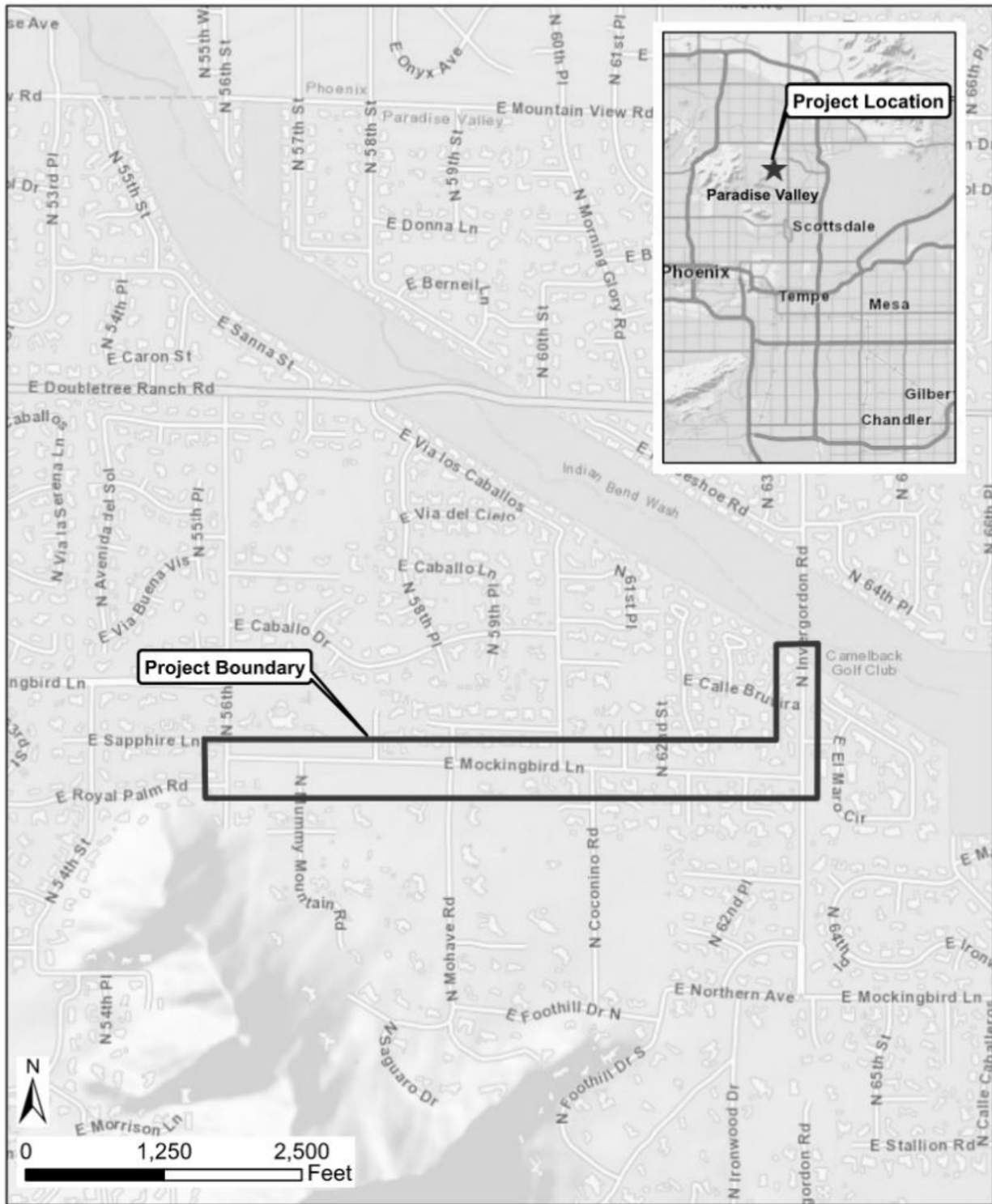
Date

The foregoing Intergovernmental Agreement FCD2022A011 has been reviewed pursuant to A.R.S. Section 11-952, as amended, by the undersigned attorney who has determined that it is in proper form and within the power and authority granted to the Town of Paradise Valley under the laws of the State of Arizona.

By: _____
Town Attorney

Date

IGA FCD 2022A001
EXHIBIT “A”
Project Site Map



CIP 2023-2027

Capital Improvement Program 2023 *thru* 2027
Town of Paradise Valley, Arizona

Department Stormwater 20-40-967
Contact Jason Harris
Type Improvement
Category Stormwater

Project # 2021-12

Project Mockingbird Ln Storm Drain: 56th St to Invergordon

Total Project Cost: \$7,288,000

Description

Installation of storm drain system on Mockingbird Ln from 56th St east to Invergordon Rd and north to the Indian Bend Wash.

Improvements will collect onsite stormwater runoff for a 10-year storm event.

Justification

Maricopa County Flood Control District participation pending favorable Town Council approval of RCR study currently underway.

Project coordination required as follows:

- City of Phoenix water main replacement scheduled for FY22.
- Mockingbird Ln mill and overlay project.

Pavement Condition Index (PCI) is as follows:

Mockingbird Ln: 56th St to Invergordon Rd, PCI = 64.7 (Feb 2019)

Prior	Equivalencies	2023	2024	2025	2026	2027	Total
100,000	Professional Services	480,000					480,000
	Construction		6,400,000				6,400,000
	Construction Admin		300,000				300,000
	Total	480,000	6,700,000				7,180,000

Prior	Funding Sources	2023	2024	2025	2026	2027	Total
100,000	Flood Control District	3,360,000					3,360,000
	Town of Paradise Valley	480,000	3,360,000				3,840,000
	Total	480,000	6,720,000				7,180,000

Budget Impact/Other

Public Works maintenance costs may increase due to additional storm drains installed.

Town of Paradise Valley

Project Details



Looking west along Mockingbird Ln



Proposed Budget 2022/23

29



Action Report

File #: 22-228

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2022-15 Adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for Fiscal Year 2023

RECOMMENDATION:

Adopt Resolution 2022-15 setting for the FY 2023 Pension Funding Policy.

STAFF CONTACT:



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lindsey Duncan, Chief Financial Officer

DATE: June 9, 2022

DEPARTMENT: Finance and Budget
Lindsey Duncan, 480.348.3696

AGENDA TITLE:

Approve Resolution 2022-15 adopting the Annual Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy for fiscal year 2023

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 2022-15 setting forth the FY2023 Pension Funding Policy in accordance with state statutes.

BACKGROUND:

During the 2018 legislative session, HB2097 was adopted, requiring participants in the Arizona Public Safety Personnel Retirement System (PSPRS) to formally adopt a pension funding policy. The governing body must re-adopt the policy annually, accept the employer's share of the system's assets and liabilities, and post the policy on its website.

The Pension Funding Policy for FY2023 updates the plan's assets, liabilities, and funded status percentages recently provided by the PSPRS' actuarial firm for the fiscal year ended June 30, 2021. The Policy also identifies the Town's annual required contribution (ARC) for the upcoming fiscal year.

The Town's sworn Police personnel are members in one of three different Tiers of the pension plan based on date of hire. Benefits and costs vary by Tier. Members hired prior to July 1, 2017, are members of PSPRS Tier 1 or Tier 2. Those hired on or after July 1, 2017, are members of PSPRS Tier 3. As of June 30, 2021, there were 78 members in Tiers 1 and 2 and two members in Tier 3. These include active, inactive, and retired members as well as other beneficiaries.

The actuarial valuation is determined for Tiers 1 and 2 jointly and separately for Tier 3. Plan information in this Pension Funding Policy is presented only for Tiers 1 and 2. The Tier 3 personnel are members of a shared pension plan that is comprised of multiple employers and reported at the state level.

The Tiers 1 and 2 combined funded status increased from 85.6% to 91.7% as of June 30, 2021. The required employer contribution for FY2023 is \$776,273, a 21% decrease from 935,639 in FY2022.

The Town Council adopted Resolution 2016-19 declaring the expedient resolution of the PSPRS unfunded liability as a priority. The Town has achieved a funded ratio exceeding 90% and Council intends to maintain a funded ratio of no less than 90% and not to exceed 110%.

BUDGETARY IMPACT:

There is no budgetary impact associated with this action. The Town's required contributions to PSPRS are included in the FY2023 budget.

RECOMMENDATION:

Adopt Resolution 2022-15 setting forth the FY2023 Pension Funding Policy.

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2022-15

RESOLUTION NO. 2022-15

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, ADOPTING THE REQUIRED ANNUAL PENSION FUNDING POLICY.

WHEREAS, the provisions of Title 38, Chapter 863.01, Article 4, Arizona Revised Statutes (A.R.S.), require all local agencies (counties, cities, towns and special districts) that participate in the Public Safety Personnel Retirement System (“PSPRS”) to annually, beginning on or before July 1, 2019, adopt and post a pension funding policy for public safety employees participating in the Public Safety Personnel Retirement System (“PSPRS”) who were hired before July 1, 2017; and

WHEREAS, the PSPRS administers an agent multiple-employer pension plan where each local agency participating in the plan has an individual trust fund to account for that local agency’s assets and liabilities that each local agency is responsible for, including paying any Unfunded Actuarial Accrued Liability (“UAAL”); and

WHEREAS, the UAAL is the difference between trust assets and the estimated future costs of pensions earned by employees resulting from actual results (including interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations; and

WHEREAS, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) adopted Resolution 2016-19 established paying the Town’s PSPRS unfunded liability as a priority and implemented an aggressive schedule to pay it as quickly as reasonably possible as part of the Town’s financial planning and annual budget process; and

WHEREAS, the Town Council has expedited the payment of the unfunded liability by bringing and holding the PSPRS funded ratio to no less than 90% and no more than 110%; and

WHEREAS, the Town Council desires to adopt the required annual policy (the “Pension Funding Policy”) in the form attached hereto as Exhibit A and to affirm the direction set forth in Resolution 2016-19 by expediting the payment of the unfunded liability by bringing and holding the PSPRS funded ratio to no less than 90% and no more than 110%.

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

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

SECTION 2. The FY 2022-2023 Pension Funding Policy is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The Mayor, the Town Manager, the Chief Financial Officer, 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 Resolution.

PASSED AND ADOPTED by the Mayor and Council of the Town of Paradise Valley, Arizona this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2022-15
[FY 2022-2023 Pension Funding Policy]

See following pages.

Town of Paradise Valley Public Safety Personnel Retirement System Pension Funding Policy

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the Town and to comply with statutory requirements of Title 38, Chapter 863.01, Article 4, Arizona Revised Statutes (A.R.S.).

Several terms are used throughout this policy:

Unfunded Actuarial Accrued Liability (UAAL) – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

Annual Required Contribution (ARC) – The annual amount the Town is required to pay into the pension funds, as determined through annual actuarial valuations. This value is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

Funded Ratio – Ratio of fund assets to actuarial accrued liability, expressed as a percentage. A funded ratio of 100% represents a fully funded plan.

Intergenerational equity – Ensures no generation of taxpayer is burdened by substantially more or less pension costs than past or future generations.

The Town's police employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

Public Safety Personnel Retirement System (PSPRS)

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economies of scale for more cost-efficient investments, and to invest those assets for the benefit of all members under its administration and 2) to serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual actuarial valuation. The Town of Paradise Valley has one trust fund for police employees.

Council formally accepts the assets, liabilities, and current funding ratio of the Town's PSPRS trust funds from the June 30, 2021, actuarial valuation, which are detailed below.

Trust Fund	Assets	Accrued Liability	Unfunded Actuarial Accrued Liability	Funded Ratio
Paradise Valley Police	\$38,272,772	\$41,776,197	\$3,503,425	91.7%

PSPRS Funding Goal

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current and future taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2036. Council established this goal for the following reasons:

- the PSPRS trust funds represent only the Town of Paradise Valley's liability,
- the cost of a fluctuating UAAL causes strain on the budget, affecting the Town's ability to provide services; and
- a fully funded pension is the best way to achieve taxpayer and member intergenerational equity.

Council has taken the following actions to achieve this goal:

- Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds annually without diminishing Town services.
- Council Resolution 2016-19 declared the expedient resolution of the PSPRS unfunded liability a priority
- The Town Council has achieved a funded ratio of 90% and intends to maintain a funded ratio of no less than 90% and not to exceed 110%.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2036, in accordance with the amortization timeline set forth by the PSPRS June 30, 2019, Actuarial Valuation.



Action Report

File #: 22-227

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2022-16 Designating the Chief Fiscal Officer as the Town's Filing Agent for the Annual Expenditure Limitation Report (AELR) for Fiscal Year 2022 and Fiscal Year 2023

RECOMMENDATION:

Adopt Resolution 2022-16 designating the CFO for the Submission of the Annual Expenditure Limitation Report for Fiscal Year 2022 and Fiscal Year 2023.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lindsey Duncan, Chief Financial Officer

DATE: May 26, 2022

DEPARTMENT: Finance and Budget
Lindsey Duncan, 480.348.3696

AGENDA TITLE:

Consideration and action on Resolution 2022-16 Designating the Chief Fiscal Officer as the Town's Filing Agent for the Annual Expenditure Limitation Report (AELR) for fiscal year 2022 and fiscal year 2023.

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 1036-0621, designating Lindsey Duncan as the Chief Fiscal Officer for the submittal of the annual expenditure limitation report.

BACKGROUND:

The Town is required to complete an annual expenditure limitation report (AELR) using the Arizona Auditor General's uniform expenditure reporting system. This reporting system demonstrates the city's compliance with the statutory expenditure limitation.

A.R.S. §41-1279.07(E) requires the Town's governing body to provide to the auditor general by July 31st each year the name of the chief fiscal officer designated to officially submit the current fiscal year's expenditure limitation report. The designated chief fiscal officer is responsible for certifying the accuracy of the AELR. The statute also obligates the Town to notify the auditor general of any changes of individuals designated to file the required reports. This action names Lindsey Duncan, as the chief fiscal officer for these purposes for both FY2022 and FY2023.

BUDGETARY IMPACT:

There is no budgetary impact associated with this action.

RECOMMENDATION:

Adopt Resolution 2022-16 designating the Chief Fiscal Officer for the submission of the annual expenditure limitation report (AELR).

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2022-16

RESOLUTION NUMBER 2022-16

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA DESIGNATING THE CHIEF FISCAL OFFICER AS THE TOWN'S FILING AGENT FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2021/22 AND FISCAL YEAR 2022/23 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report ("AELR") on the governing body's behalf; and

WHEREAS, the Town's Administrative Code 3-3-1-E (Treasurer) designates the Town's Chief Financial Officer ("CFO") to file the annual expenditure limitation report, and the Mayor and Town Council (the "Town Council") desires to designate the current CFO as the Town's Chief Fiscal Officer; and

WHEREAS, entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR, and the Town had a change to its designated individual during Fiscal Year 2021-22.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The Town's CFO, Lindsey Duncan, is hereby designated as the Town of Paradise Valley's Chief Fiscal Officer for purposes of submitting updates to the fiscal year 2021/22 AELR and submitting the fiscal year 2022/23 AELR to the Arizona Auditor General's Office on the governing body's behalf.

Section 3. The Mayor, the Town Manager, the Chief Financial Officer, 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 Resolution.

[Signatures on following page.]

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney



Action Report

File #: 22-241

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2022-17 Amending the Fiscal Year 2022 Budget which Ends June 30, 2022

RECOMMENDATION:

Adopt Resolution 2022-17

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lindsey Duncan, Chief Financial Officer

DATE: June 9, 2022

DEPARTMENT: Finance and Budget
Lindsey Duncan, 480.348.3696

AGENDA TITLE:

Consideration and action on Resolution 2022-17 amending the fiscal year 2022 (FY2022) budget which ends on June 30, 2022.

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 2022-17 authorizing amendments to the FY2022 budget.

BACKGROUND:

The provisions of Title 42, Chapter 17, Articles 1-5, Arizona Revised Statutes (A.R.S.), require cities and towns to make an estimate of the different amounts to meet the public expenditures/expenses for the ensuing fiscal year. When adopted by the Council, these estimates constitute the budget for the Town.

The total budget may be reduced after final adoption but may not be increased. In addition, the Town cannot spend money for a purpose that is not included in its budget. Thus, the state statutes have a provision allowing the governing body to make amendments between line items without increasing the total budget. Contingency appropriations are budgeted to support operational and capital needs unforeseen at the time of adoption using either available or new resources.

Council adopted resolution 2021-12, approving the Final Budget for the fiscal year beginning July 1, 2021 (FY2022). Certain changes to Town operations have necessitated a series of budget amendments as detailed below.

Operating Contingency for Previously Approved Contracts

Throughout the fiscal year, Council approved certain contracts related to changes for the Town operations. This action accommodates the budget amendments to support the previously approved contracts utilizing either legal contingency or operating contingency.

Department/Use	Council Meeting	Agenda Item	Amount
Community Development			
3 rd party plan review/inspection (5 Star)	1/27/2022	22-044	200,000
Finance			
Interim Chief Financial Officer (CFO)	1/27/2022	21-367	100,000
Information Technology			
Microsoft licensing	5/26/2022	22-179	141,373
Budget software	1/19/2022	22-062	115,000
Interim Chief Information Officer (CIO)	1/27/2022	21-373	80,000
Tourism			
Resort sound equipment	4/14/2022	22-131	25,000
Town Attorney			
Legal/expert witness service: EPCOR rate case	12/2/2021	21-392	50,000
Town attorney services	3/10/2022	22-114	100,000
Town Manager			
Public communications	10/28/2021	21-338	33,200
Resort sound equipment: 4 resorts in FY2022	4/14/2022	22-131	20,400
Total			864,973

Priority Three

Due to the on-going Covid-19 pandemic, the Town's FY2021 and FY2022 budgets were adopted based on a three-tier priority system to ensure revenues were sufficient to meet Town obligations before authorizing certain expenditures. The FY2022 Priority Three programs were held in a contingency account until specific criteria were realized and service demands materialized. The Town Manager and the Chief Financial Officer were authorized to determine when the conditions for approval had been met and to proceed with the related programming. State statutes require Town Council approval for use of contingency. This action formalizes the amendments below supporting Priority Three expenditures.

Department/Use	Amount
Community Development	
New position: Hillside support	84,427
New position: Administrative support	67,698
New position: Planner I	11,283
Cell phone coverage	25,000
Council	
Recognition event	10,000
Finance	
State tax code: cost recovery	30,000
Procurement additional hours	10,400
Information Technology	
Training	12,710
Public Works	
Street preservation	955,173
Town Manager	
Tuition reimbursement	20,000
Software: short-term rentals	15,000
Public relations	10,000
Special performance award	2,500
Office supplies	2,500
Total	1,256,691

Priority Three

A number of amendments are required to align budget with the uses in each department as detailed below.

- Town-wide personnel costs were budgeted in contingency and allocated to departments as need.
- The adopted Court budget and the Paradise Valley Mountain Preserve Trust budget were insufficient to address certain operating costs known at the time of the budget. This technical amendment ensures each are within budget at the end of the fiscal year.
- The contractual agreement with Experience Scottsdale obligates payment based on a percentage of hospitality taxes collected by the Town. Due to the current economic climate, collections of hospitality taxes, and thus distributions to Experience Scottsdale are greater than the adopted budget.
- The compensation and classification study was budgeted in a prior fiscal year and had not been carried forward when the Town proceeded with the contract with the consultant.
- The Town Attorney recruitment costs were previously unbudgeted.

Department/Use	Amount
Town-wide	
Merit increases	399,054
Sick leave benefit	80,946
Court	
Building utilities	12,000
Liability insurance	12,500
Personnel costs	13,332
Paradise Valley Mountain Preserve Trust	
Tax filings	1,050
Web services	2,500
Tourism	
Experience Scottsdale	935,000
Town Manager	
Compensation and classification study	30,000
Town attorney recruitment	24,500
Total	1,510,882

BUDGETARY IMPACT:

This action will amend the budget for FY2022, authorizing use of contingency and ensuring department and fund expenditures are within the adopted budget.

RECOMMENDATION:

Adopt Resolution 2022-17 amending the FY2022 Budget.

ATTACHMENT(S):

- A. Staff report
- B. Resolution 2022-17

RESOLUTION NUMBER 2022-17

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE
TOWN OF PARADISE VALLEY, ARIZONA AMENDING THE
FISCAL YEAR 2021/22 ADOPTED BUDGET.**

WHEREAS, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) adopted the Fiscal Year 2021/22 Budget (the “Adopted Budget”) for the Town of Paradise Valley (the “Town”) by Resolution 2021-12 on June 24, 2021; and

WHEREAS, the Adopted Budget incorporated a tiered plan to monitor revenues and priorities to be flexible and adaptive to fluidly transition operations as revenues rebound or demands shift; and

WHEREAS, Priority One and Priority Two expenditures represent the base budget for primary services with spending authority effective July 1; Priority Three program expenditures were held in contingency until certain conditions for approval had been met; and

WHEREAS, budget amendments are consistent with Generally Accepted Accounting Principles (GAAP) and recommended budgeted practices; and

WHEREAS, adjustments do not increase the total budget or enable the Town Council to increase spending in excess of the Adopted Budget or the limitations on the Town’s prescribed in Article IX, Section 20 of the Arizona Constitution; and

WHEREAS, the Town Council desires to record various amendments to the Adopted Budget in accordance with the Town’s Financial Management Policies and applicable law.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. The Adopted Budget is hereby amended as set forth in Exhibit A, attached hereto and incorporated by this reference.

Section 3. The Mayor, the Town Manager, the Town Chief Financial Officer, 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 Resolution.

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 competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

[Signatures on following page.]

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Paradise Valley this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2022-17

[FY 21/22 Budget Adjustments]

See following pages.

Operating Contingency for Previously Approved Contracts

Throughout the fiscal year, Council approved certain contracts related to changes for the Town operations. This action accommodates the budget amendments to support the previously approved contracts utilizing either legal contingency or operating contingency.

Department/Use	Council Meeting	Agenda Item	Amount
Community Development			
3 rd party plan review/inspection (5 Star)	1/27/2022	22-044	200,000
Finance			
Interim Chief Financial Officer (CFO)	1/27/2022	21-367	100,000
Information Technology			
Microsoft licensing	5/26/2022	22-179	141,373
Budget software	1/19/2022	22-062	115,000
Interim Chief Information Officer (CIO)	1/27/2022	21-373	80,000
Tourism			
Resort sound equipment	4/14/2022	22-131	25,000
Town Attorney			
Legal/expert witness service: EPCOR rate case	12/2/2021	21-392	50,000
Town attorney services	3/10/2022	22-114	100,000
Town Manager			
Public communications	10/28/2021	21-338	33,200
Resort sound equipment: 4 resorts in FY2022	4/14/2022	22-131	20,400
Total			864,973

Priority Three

Due to the on-going Covid-19 pandemic, the Town's FY2021 and FY2022 budgets were adopted based on a three-tiered priority system to ensure revenues were sufficient to meet Town obligations before authorizing certain expenditures. The FY2022 Priority Three programs were held in a contingency account until specific criteria were realized and service demands materialized. The Town Manager and the Chief Financial Officer were authorized to determine when the conditions for approval had been met and to proceed with the related programming. State statutes require Town Council approval for use of contingency. This action formalizes the amendments below supporting Priority Three expenditures.

Department/Use	Amount
Community Development	
New position: Hillside support	84,427
New position: Administrative support	67,698
New position: Planner I	11,283
Cell phone coverage	25,000
Council	
Recognition event	10,000
Finance	
State tax code: cost recovery	30,000
Procurement additional hours	10,400
Information Technology	
Training	12,710
Public Works	
Street preservation	955,173
Town Manager	
Tuition reimbursement	20,000
Software: short-term rentals	15,000
Public relations	10,000
Special performance award	2,500
Office supplies	2,500
Total	1,256,691

Priority Three

A number of amendments are required to align budget with the uses in each department as detailed below.

- Town-wide personnel costs were budgeted in contingency and allocated to departments as needed.
- The adopted Court budget and the Paradise Valley Mountain Preserve Trust budget were insufficient to address certain operating costs known at the time of the budget. This technical amendment ensures each are within budget at the end of the fiscal year.
- The contractual agreement with Experience Scottsdale obligates payment based on a percentage of hospitality taxes collected by the Town. Due to the current economic climate, collections of hospitality taxes, and thus distributions to Experience Scottsdale are greater than the adopted budget.
- The compensation and classification study was budgeted in a prior fiscal year and had not been carried forward when the Town proceeded with the contract with the consultant.
- The Town Attorney recruitment costs were previously unbudgeted.

Department/Use	Amount
Town-wide	
Merit increases	399,054
Sick leave benefit	80,946
Court	
Building utilities	12,000
Liability insurance	12,500
Personnel costs	13,332
Paradise Valley Mountain Preserve Trust	
Tax filings	1,050
Web services	2,500
Tourism	
Experience Scottsdale	935,000
Town Manager	
Compensation and classification study	30,000
Town attorney recruitment	24,500
Total	1,510,882



Action Report

File #: 22-230

AGENDA TITLE:

Discussion and Possible Action to Approve the Intergovernmental Agreement between the Town of Paradise Valley and the City of Tempe for the Continued Operation of the East Valley Regional Veterans Court

RECOMMENDATION:

Approve the Intergovernmental Agreement with the City of Tempe allowing Town of Paradise Valley to participate in the Maricopa County East Valley Regional Veterans Court.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: J. Tyrrell Taber, Presiding Judge
Jeanette Wiesenhofer, Court Director

DATE: June 9, 2022

DEPARTMENT: Court
Jeanette Wiesenhofer, 480.404.7020

AGENDA TITLE:

Intergovernmental Agreement between the Town of Paradise Valley and the City of Tempe for the continued operation of the East Valley Regional Veterans Court.

RECOMMENDATION:

Staff recommends council to approve the Intergovernmental Agreement with the City of Tempe allowing Town of Paradise Valley to participate in the Maricopa County East Valley Regional Veterans Court.

SUMMARY STATEMENT:

Pursuant to Arizona Revised Statutes ("A.R.S.") § 22-601, the presiding judge of the superior court in each county may establish a veterans' court to adjudicate cases filed in a justice court or a municipal court in the county.

On April 15, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-035, which established the East Valley Regional Veterans Treatment Court for the municipal courts in the East Valley of Maricopa County, including Tempe Municipal Court, Paradise Valley Municipal Court, Chandler Municipal Court, Scottsdale Municipal Court and other municipal courts as set forth in Administrative Order No. 2016-035, and provided that each municipal court would establish its own eligibility criteria for referral to the veterans court.

The Intergovernmental Agreement (IGA) outlines the duties and responsibilities, including cost sharing among the East Valley Regional Veterans Court participating municipalities, including Town of Paradise Valley. The terms of the IGA is for a period of five (5) years, commencing on July 1, 2022, and ending on June 30, 2027, for an initial term. After the expiration of the initial term, the parties can renew once for a five (5) year renewal term upon mutual written agreement by the presiding judge of each city.

The East Valley Regional Veterans Court serves the justice needs of those who served our country. EVRC regionalizes resources to resolve criminal matters and to improve the quality of life for Arizona Veterans and their families.

BUDGETARY IMPACT:

The Maricopa County East Valley Regional Treatment Court (EVRVC) operates on a cost-sharing model. Courts will be charged a flat fee per case referred to EVRVC, and the flat fee is based on the average cost per case. The average cost per case is calculated by dividing the total costs by volume using data from the previous fiscal year. The average cost projected for FY23 is \$460 per case. Paradise Valley Municipal Court cost will not exceed \$5,000. The Court has an ongoing budget dedicated to fund operations of the EVRVC using its Judicial Collection Enhancement Fund (grant fund).

No impact to general fund.

ATTACHMENT(S):

A. IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF TEMPE
AND
THE EAST VALLEY REGIONAL VETERANS COURT PARTICIPATING MUNICIPALITIES**

This Intergovernmental Agreement ("Agreement") is made and entered into this ____ day of _____, 2022, by and between the Cities of Tempe, Chandler, and Scottsdale, each individual Arizona municipal corporations ("Tempe", "Chandler" and "Scottsdale", respectively) and the Towns of Carefree, Fountain Hills, Gilbert, and Paradise Valley, each individual Arizona municipal corporations ("Carefree", "Fountain Hills", "Gilbert" and "Paradise Valley", respectively). Participating municipalities will be referred to individually in this Agreement as a "Party" and collectively as the "Parties."

RECITALS

A. The Parties are authorized and empowered to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") §§ 11-951 and 11-952 and their respective city charters or other governing authority.

B. Pursuant to A.R.S. § 22-601, the presiding judge of the superior court in each county may establish a veterans court to adjudicate cases filed in a justice court or a municipal court in the county.

C. On April 15, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-035, which established the East Valley Regional Veterans Treatment Court ("EVRVC") for the municipal courts in the East Valley of Maricopa County, including Tempe Municipal Court, Chandler Municipal Court, Gilbert Municipal Court and Scottsdale Municipal Court and other municipal courts as set forth in Administrative Order No. 2016-035, and provided that each municipal court would establish its own eligibility criteria for referral to the veterans court. On August 12, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-071 adding the municipal courts of Fountain Hills and Carefree-Cave Creek to the EVRVC. On August 26, 2016, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2016-076 adding the municipal court of Paradise Valley to the EVRVC. On May 9, 2018, the Presiding Judge of the Maricopa County Superior Court issued Administrative Order No. 2018-071 to establish an EVRVC Governing Council and to appoint a chairperson to assist with the EVRVC. The foregoing administrative orders are collectively referred to as the "Administrative Orders" and are attached hereto as Exhibit "A" and incorporated herein by reference.

D. Prior to the issuance of Administrative Order No. 2016-035, Tempe had operated its own veterans court. As of the effective date of this Agreement, pursuant to the direction of the Administrative Order, the presiding judges of the participating municipal courts of the EVRVC have agreed to hold dockets at the Tempe Municipal Court, located at 140 East Fifth Street, Tempe, Arizona 85281.

E. Pursuant to A.R.S. § 22-602 and the Administrative Orders, any judicial officer qualified to hear cases in any of the participating municipal courts shall have the authority to adjudicate a case referred to the EVRVC.

F. Tempe employs judges pro tempore who are qualified to hear cases in Tempe Municipal Court ("Tempe Pro Tem Judges").

G. Tempe has hired an EVRVC coordinator ("Coordinator") to assist in the operation of the EVRVC at the direction of the Tempe Court Administrator.

H. The Parties previously entered into an intergovernmental agreement on June 12, 2018 to establish the terms and conditions by which Parties will work together on the EVRVC, including how Parties will proportionately share costs for the wages of designated court staff and operating costs based on the volume of cases referred to the EVRVC.

I. The Parties now desire to enter into a new intergovernmental agreement to continue this cooperative effort under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants and promises contained in this agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

TERMS

1.0 Recitals. The foregoing introduction and recitals are incorporated into this Agreement.

2.0 Purpose. The Parties desire to work cooperatively and share the cost of the EVRVC, using Tempe's Municipal Court location, the EVRVC Coordinator, and Court Services Specialist to support the EVRVC.

3.0 Additional Agencies.

3.1 The Presiding Judge of the Maricopa County Superior Court may issue future Administrative Orders authorizing additional municipal courts to participate in the EVRVC. Upon issuance of such Administrative Order, a newly authorized municipality may be invited to and become a Party to this Agreement after approval by the majority of the Parties, represented by their presiding judges (or their designees). Such approval shall be documented by a letter of invitation to the presiding judge of the municipality wishing to join along with a copy to all existing members. The addition of a new municipality shall be subject to the provisions of A.R.S. §§11-951 *et seq.*

3.2 A public agency approved by the presiding judges (or designees) in accordance with Subsection 3.1, shall become a Party to this Agreement as of the date that the Agreement is adopted by its governing body and properly executed by it.

3.3 Each Party shall provide a copy of its fully executed Agreement to every other Party.

4.0 Term. The initial term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2022, and ending on June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed once for a five (5) year renewal term ("Renewal Term") upon mutual written agreement by the presiding judge of each Party, and filed with the Parties' City Clerks. The Initial Term and any Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

5.0 General Operation of the EVRVC. The Parties acknowledge that:

- 5.1 Location of Court. The presiding judges of the participating municipal courts of the EVRVC have agreed to refer cases to the EVRVC at the Tempe Municipal Court and/or via a virtual platform.
- 5.2 Referral. Participating municipal courts may refer cases to the EVRVC for adjudication, in accordance with their respectively established eligibility criteria.
- 5.3 Scheduling. The Coordinator will coordinate with the Parties the days that each participating municipal court's referred cases will be adjudicated at the EVRVC.
- 5.4 Administration. Court administration for each participating court will establish its own case referral process, determine how its cases will be handled in the case management system, and establish how fines, fees, surcharges and any other costs will be allocated.
- 5.5 Jurisdiction. The originating court will retain jurisdiction of any case referred to the EVRVC.

6.0 Cost Sharing. Parties shall be charged a flat fee per case referred to the EVRVC from their jurisdiction. The flat fee is based on the average cost per case. The average cost per case shall be calculated by dividing total costs by volume using data from the previous fiscal year. The flat fee will include EVRVC operating expenses (exclusive of court costs as defined in Section 8 of this Agreement), as well as the costs associated with the EVRVC Coordinator and a Court Services Specialist. Future grant funding, if any, will be applied to reduce total costs before the average cost per case is calculated. Any changes to the cost sharing formula can only be made prospectively and will require majority approval by Court Administration for each participating court. If the majority approves a formula change, any Party not approving of the formula change will terminate its participation in the Agreement.

- 6.1 Reimbursement Payments. Tempe shall bill the Parties on a quarterly basis, and each invoice shall reflect costs incurred during the preceding quarter. Payments are due to Tempe EVRVC within thirty (30) days of receipt of invoice. An audit shall be completed at the end of the fiscal year to ensure the accuracy of costs billed. Any difference at year end will either be invoiced or credited to the appropriate Party.

7.0 EVRVC Staff. Tempe has employed the Coordinator and the Court Services Specialist to assist in the operation of the EVRVC. The Parties acknowledge that the staff will be working under the jurisdiction and control of Tempe.

- 7.1 Duties. The Coordinator shall establish the priority of cases to be heard in the EVRVC, handle the scheduling of cases, coordinate with the clerks of each participating court, and coordinate with the U.S. Department of Veterans Affairs for the provision of treatment services to eligible veterans in the EVRVC. The Court Services Specialist shall perform administrative duties as assigned and necessary for the operation of the EVRVC.
- 7.2 Change in Employment. If the Coordinator will no longer be employed by Tempe and Tempe determines not to reassign the Coordinator's duties to another Tempe employee or contractor, Tempe shall provide Parties with as much notice as possible so the Parties can determine how such duties will be handled.

8.0 Court Costs. Tempe shall pay for any other costs incurred in operating the EVRVC, including without limitation, utilities in the Tempe Municipal Court, office supplies, and parking, but excluding any costs incurred by any Party in using Tempe's network connection, which costs are the responsibility of that Party.

9.0 Indemnification. To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, related to, arising from or out of, or resulting from any acts, errors, mistakes, omissions or negligent, reckless, or intentional actions caused in whole or in part by the other Party relating to work or services in the performance of this Agreement, including, but not limited to, any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of the Party's or its subcontractor's employees.

9.1 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this Section shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

10.0 Insurance Coverage. Each Party will obtain such public liability insurance as is reasonably necessary to protect against claims, losses or judgments that might be occasioned by the negligent acts or omissions of the Party, their employees and agents, during the time that the respective Party is performing acts pursuant to this Agreement. The minimum amount of such coverage shall be in the amount of \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit, and any of the Parties may be self-insured. The Parties acknowledge that Chandler, Scottsdale and Tempe are self-insured as provided in A.R.S. § 11-981 and that this self-insurance fully complies with the requirements under this Section.

10.1 Workers' Compensation. Tempe staff, including the Coordinator, the Court Services Specialist and other Tempe employees assisting with the EVRVC shall be considered "employees" of Tempe and not of any other jurisdiction (no joint employer). Employees of other participating jurisdictions assisting with the EVRVC shall not be considered "employees" of Tempe (no joint employer). Accordingly, such employees of one Party shall not be entitled to employee benefits normally provided to bona fide employees of another Party. Nothing in this Agreement or its performance, except as provided in A.R.S. § 23-1022(D) and described below, shall be construed to result in any person being the officer, agent, employee, or servant of either Party when such person, absent this Agreement and the performance thereof, would not in law have such status. The primary employer shall be solely liable for any workers' compensation benefits, that may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

11.0 Termination; Cancellation.

11.1 Termination. Any Party shall have the right to terminate its participation in this Agreement, with or without cause, upon giving the other Parties not less than 30 days'

notice, in writing, of intent to terminate. Any such termination shall be signed by the Party's Contract Administrator. Notice of intent to terminate shall be given as provided in Section 12.0 below. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining Parties; provided, however, that if Tempe terminates its participation in this Agreement, the Agreement terminates as to all Parties.

11.2 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, any Party may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of any Party is, at any time while the Agreement is in effect, an employee of any other Party in any capacity, or a consultant to any other Party with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice is received by the other Parties to the Agreement, unless the notice specifies a later time.

11.3 Disposition of Property Upon Termination. The Parties do not anticipate having to dispose of any property upon partial or complete termination of this Agreement. However, to the extent that such disposition is necessary, property shall be returned to its original owner.

12.0 Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representatives of the other Parties, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, 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.

If to Carefree: Presiding Judge
Carefree-Cave Creek Consolidated Court
37622 N. Cave Creek Rd., Suite B
Cave Creek, AZ 85331

Town of Carefree
P.O. Box 740
Carefree, AZ 85377

If to Chandler: Presiding Judge
Chandler Municipal Court
200 E Chicago St
Chandler AZ 85225

City of Chandler
Mail Stop 602
P.O. Box 4008
Chandler, AZ 85244-4008
ATTN: City Attorney

If to Fountain Hills: Presiding Judge
Fountain Hills Municipal Court
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

Town Attorney
Town of Fountain Hills
16705 E Avenue of the Fountains
Fountain Hills, AZ 85268

If to Gilbert: Presiding Judge
Gilbert Municipal Court
55 East Civic Center Dr, STE 101
Gilbert, AZ 85296

Town Attorney
Town of Gilbert
50 East Civic Center Dr
Gilbert, AZ 85296

If to Paradise Valley: Presiding Judge
Paradise Valley Municipal Court
6517 E. Lincoln Drive
Paradise Valley, AZ 85253

Town Attorney
Town of Paradise Valley
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

If to Scottsdale: Presiding Judge
Scottsdale City Court
3700 N. 75th Street
Scottsdale, AZ 85251

City of Scottsdale
3939 North Drinkwater Boulevard
Scottsdale, AZ 85251
ATTN: City Attorney

If to Tempe: Presiding Judge
Tempe Municipal Court
140 East Fifth Street
Tempe AZ 85281

City of Tempe
P. O. Box 5002
Tempe, AZ 85280
ATTN: City Attorney

13.0 Miscellaneous.

- 13.1 Invalid Provisions. In the event any term, condition, covenant, stipulation, agreement or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision herein contained.
- 13.2 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.
- 13.3 Attorneys' Fees. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses, determined by the court, sitting without jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.
- 13.4 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement.
- 13.5 Entire Agreement. While separate reimbursement arrangements may exist between individual Parties, this Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation or representation regarding the EVRVC.
- 13.6 Further Assurances. The Parties agree to do such further acts and things and to execute and deliver such additional Agreements and instruments as any Party may reasonably require to consummate, evidence, confirm or carry out the Agreement contained herein.
- 13.7 Contract Administrator. Each party shall designate a Contract Administrator. The Contract Administrator shall be responsible for administering the terms of this Agreement, and shall be the primary contact point for the other Parties for all matters arising under this Agreement. The Contract Administrator shall be designated by the effective date of this Agreement and noticed in a separate writing between the parties. If no Contract Administrator is separately designated, the presiding judge for the jurisdiction shall be considered the Contract Administrator.
- 13.8 Law Governing; Venue. This Agreement shall be governed by the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.
- 13.9 Non-assignability. This Agreement is not assignable by any Party.
- 13.10 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

- 13.11 Arizona Legal Workers Act. To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and a non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Parties to ensure that each Party is complying with the above-mentioned warranty under this Agreement.
- 13.12 Availability of Funds. This subsection shall control despite any provision of this Agreement or any exhibit or other agreement or document related to this Agreement. The provisions of this Agreement for payment of funds or the incurring of expenses by the Parties shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement and each Party shall keep the other Parties fully informed as to the availability of funds for this Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the governing body of any Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement during any fiscal year, this Agreement shall terminate at the end of that fiscal year as to such party and such Party shall be relieved of any subsequent obligation under this Agreement. The Agreement shall remain in full effect for the remaining Parties to the Agreement; provided, however, that if Tempe terminates its participation in this Agreement, the Agreement shall terminate as to all Parties.
- 13.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

[Signatures on following pages.]

TOWN OF PARADISE VALLEY, an
Arizona municipal corporation

ATTEST:

Jerry Bien-Willner, Mayor

Duncan Miller, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorney acknowledges:
1) that he has reviewed the above Agreement on behalf of Paradise Valley; and 2) that, as to
Paradise Valley only, has determined that this Agreement is in proper form and is within the powers
and authority granted under the laws of the State of Arizona.

Andrew McGuire, Town Attorney

Exhibit A

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY }
REGIONAL VETERANS COURT }

ADMINISTRATIVE ORDER
No. 2016 – 035

The Presiding Judges in several East Valley municipal courts seek to establish a regional Veterans Court pursuant to A.R.S. § 22-601, in order to maximize available resources and ensure the participation of a Veterans Justice Outreach specialist (VJO) from the U.S. Department of Veterans Affairs (V.A.). Each participating court will continue to establish which of its cases will be referred to the Veterans Court docket and each court will continue to maintain its cases in its case management system. However, the Veterans Court docket will be held at a centralized location to share resources and lessen the impact to the VJO from having to travel to multiple court locations throughout the valley. Therefore,

IT IS ORDERED establishing a Regional Veterans Treatment Court for the municipal courts in the East Valley of Maricopa County, referred to as the East Valley Municipal Regional Veterans Treatment Court (Regional Veterans Court). The Regional Veterans Court shall include Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. Any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County. Any participating court can withdraw from the Regional Veterans Court by submitting a written notification of withdrawal to the Presiding Judge of the Superior Court.

IT IS FURTHER ORDERED as follows:

1. The Court adopts the referral criteria of each participating municipal court and the Chief Prosecuting Attorneys, after consultation with the respective Public Defenders. Based on the established criteria, each participating court shall determine which cases are appropriate for referral to the Regional Veterans Court.
2. Any judicial officer of a participating municipal court may refer a case to the Regional Veterans Court. The originating court shall maintain jurisdiction over the case. Participation in Regional Veterans Court is voluntary, and as such, the referring judicial officer shall determine if the defendant wishes to have the case transferred to the Regional Veterans Court. The court shall notify the prosecutor of the transfer.
3. The Regional Veterans Court shall hold dockets in a location agreed upon by the Presiding Judges of participating municipal courts. Participating courts will be responsible for the administration of each case referred from their court to the Regional Veterans Court. Any judicial officer qualified to hear cases in any of the

participating municipal courts shall have the authority to adjudicate a case referred to the Regional Veterans Court.

4. The Presiding Judges of the participating courts shall coordinate and establish a consistent court calendar for the Regional Veterans Court to be in session. The Presiding Judges shall also establish a consistent schedule for Regional Veterans Court cases to be staffed prior to each court session.
5. Court administration for participating courts shall establish the case transfer process; determine how cases will be handled in the case management system, and how fines, fees, surcharges and any other costs will be allocated. The referring court shall be the custodian of records for its cases at the Regional Veterans Court.
6. Prosecutors for participating municipalities will prosecute their respective municipality's cases, unless such authority is delegated, in writing, to another agency among the participating municipalities.
7. The Regional Veterans Court Judge will coordinate with the V.A. for the provision of treatment services to eligible veterans in the Regional Veterans Court. The Regional Veterans Court Judge may also utilize local, community-based treatment programs, social services and veterans service organizations that further the purpose of the Regional Veterans Court.
8. In the event a defendant is removed from the Regional Veterans Court for failing to make satisfactory progress in court-ordered treatment, or for any other lawful reason, the Regional Veterans Court Judge shall transfer the case back to the referring court for adjudication.
9. The Presiding Judges, in coordination with the respective City Prosecutors, and after consultation with the respective Public Defenders, shall develop and implement any other standard operating procedures consistent with this order.

DATED this 15th day of April, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY REGIONAL VETERANS COURT	} ADMINISTRATIVE ORDER No. 2016-071
<hr/>	

Administrative Order No. 2016-035 established the East Valley Municipal Regional Veterans Treatment Court consisting of Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. The Administrative Order indicated that any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County.

The Presiding Judge of the Superior Court having received a request from the Fountain Hills Municipal Court and the Carefree-Cave Creek Consolidated Court to join the Regional Veterans Court; and there being no objections from the other participating municipal courts in the Regional Veterans Court;

IT IS THEREFORE ORDERED adding the Fountain Hills Municipal Court and the Carefree-Cave Creek Consolidated Court to the East Valley Municipal Regional Veterans Treatment Court.

DATED this 12th day of August, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator

**SUPERIOR COURT OF ARIZONA
MARICOPA COUNTY**

IN THE MATTER OF THE EAST VALLEY REGIONAL VETERANS COURT	}	ADMINISTRATIVE ORDER No. 2016-076
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Administrative Order No. 2016-035 established the East Valley Municipal Regional Veterans Treatment Court consisting of Tempe Municipal Court, Mesa Municipal Court, Gilbert Municipal Court, Scottsdale Municipal Court, and Chandler Municipal Court. The Administrative Order indicated that any additional municipal court in Maricopa County can join the Regional Veterans Court upon the written approval of the Presiding Judge of the Superior Court in Maricopa County.

The Presiding Judge of the Superior Court having received a request from the Paradise Valley Municipal Court to join the Regional Veterans Court; and there being no objections from the other participating municipal courts in the Regional Veterans Court;

IT IS THEREFORE ORDERED adding the Paradise Valley Municipal Court to the East Valley Municipal Regional Veterans Treatment Court.

DATED this 26th day of August, 2016

/s/ Janet E. Barton

Janet E. Barton
Presiding Judge

Original: Clerk of the Superior Court

Copies: Municipal Court Presiding Judges in Maricopa County
Raymond Billotte, Judicial Branch Administrator
Karen Westover, Deputy Court Administrator



Action Report

File #: 22-237

AGENDA TITLE:

Approval of Amendment to the Town Manager's Employment Contract

RECOMMENDATION:

Authorize the Mayor to execute Amendment Four to the Town Manager's Employment Agreement, CON-19-063-TMG-A4, and waive the 14-day contract execution wait period.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew McGuire, Town Attorney

DATE: June 9, 2022

DEPARTMENT: Town Attorney
Andrew McGuire, 602-257-7664

AGENDA TITLE:
Approval of Amendment to Town Manager's Employment Contract

RECOMMENDATION:

Authorize the Mayor to execute Amendment Four to the Town Manager's Employment Agreement, Contract No. CON-19-063-TMG-A4 and waive the Council's policy to delay execution of the agreement until expiration of the two-week waiting period.

SUMMARY STATEMENT:

Recently, the Mayor and Council completed the performance appraisal process for the Town Manager. Given the Town Manager's exceptional work during this past year, the Council seeks to approve a bonus for the Town Manager and to provide a salary increase consistent with the timing of merit pay increases for Town employees.

BUDGETARY IMPACT:

An increase in salary expense in Town Manager budget.

ATTACHMENT(S):

- A. Staff Report
- B. Amendment Four to Town Manager Employment Contract (CON-19-063-A4)

**AMENDMENT FOUR
TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT FOUR TO EMPLOYMENT AGREEMENT (“Amendment Four”) is made and entered into as of June 9, 2022 (the “Effective Date”), by and between the Town of Paradise Valley, an Arizona municipal corporation (the “Town”) and Jill B. Keimach (“Keimach” or “Manager”).

RECITALS

- A. Effective March 28, 2019, the Town employed Keimach as Town Manager for the Town pursuant to Employment Agreement, CON-19-063-TMG (the “Employment Agreement”).
- B. Among other things, the Employment Agreement provides for an annual performance review and an opportunity to earn a salary increase or bonus, in the Town Council’s discretion.
- C. As part of the 2022 annual performance review, the Town Council seeks to provide a bonus for exemplary services provided by Keimach during the past year and to provide a salary increase consistent with the timing of merit pay increases for Town employees.
- D. Town and Keimach wish to modify and amend the Employment Agreement subject to and strictly in accordance with the terms of this Amendment Four.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and Keimach hereby agree as follows:

- 1. Bonus. Pursuant to Section 8 of the Employment Agreement, Keimach shall be paid a bonus in the amount of \$ \$30,000.00, which shall be paid in a lump sum, subject to taxes and withholdings applicable to earnings, as soon as practical but no later than 30 days after the Effective Date of this Amendment.
- 2. Base Salary. Effective July 1, 2022, Section 7.1 of the Employment Agreement is amended to revise Keimach’s base annual salary to \$229,252.00; all other provisions in the Section 7 remain unchanged.
- 3. Ratification of Agreement. Town and Keimach hereby agree that except as expressly provided herein, the provisions of the Employment Agreement shall be and remain in full force and effect and that if any provision of this Amendment Four conflicts with the Employment Agreement, as previously amended, then the provisions of this Amendment Four shall prevail.

[Signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Amendment Four on the day and year first set forth above.

“Keimach”

“Town”

TOWN OF PARADISE VALLEY, an
Arizona municipal corporation

Jill B. Keimach

Jerry Bien-Willner, Mayor

ATTEST:

APPROVED AS TO FORM:

Duncan Miller, Town Clerk

Andrew J. McGuire, Town Attorney



Action Report

File #: 22-231

AGENDA TITLE:

Discussion and Possible Action to Cancel the June 23, 2022 Regular Council Meeting

RECOMMENDATION:

Cancel the June 23, 2022 Regular Council Meeting.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Duncan Miller, Town Clerk

DATE: June 9, 2022

DEPARTMENT: Town Manager
Duncan Miller, 480-348-3610

AGENDA TITLE:
Discussion and Possible Action to Cancel the June 23, 2022 Regular Council Meeting

RECOMMENDATION:
Cancel the June 23, 2022 Regular Council meeting

SUMMARY STATEMENT:

There are currently no agenda items scheduled for the June 23rd Town Council meeting. It has therefore been suggested that the meeting be cancelled.

Section II of the Town Council Rules and Procedures provide that the Town Council shall meet regularly each month, except for July and August. Meetings will be held on the second and fourth Thursday of each month, except for the months of November and December when meetings will be held on the second Thursday only. The Council may vote to suspend the rules and procedures pursuant to Section XIX and cancel the meeting.

As there are no items scheduled and many residents will have left for the summer, it would be appropriate for the Town Council to vote to cancel the meeting on Jun 23rd.

BUDGETARY IMPACT:
No budgetary impact

ATTACHMENT(S):
None



Action Report

File #: 22-226

AGENDA TITLE:

Discussion and Possible Action to Adopt Ordinance 2022-02, a New Special Use Permit for a private roadway gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)

RECOMMENDATION:

Motion A. Continue Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J) to September 8, 2022.

Or

Motion B. Adopt Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the seven stipulations in this ordinance (refer to Attachment K.)

STAFF CONTACT:



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Lisa Collins, Community Development Director
Paul Michaud, Planning Manager

DATE: June 9, 2022

AGENDA TITLE: Discussion and Action of Ordinance 2022-02, a new Special Use Permit for a private roadway gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)

REQUEST

Jordan Rose of Rose Law Group, on behalf of Cottontail Run Road, LLC, an Arizona limited liability company, and CLT 7117, LLC, an Arizona limited liability company, request a new Special Use Permit application (SUP-21-02) for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard) (Maricopa County Tax Parcels 169-08-044D and 169-08-044J).

RECOMMENDATION:

Two motions are provided for Council consideration as the applicant at the time of writing this staff report needed to make an edit to the private agreement for a property owner and redistribute the agreement for signatures. The applicant expects the revised signed private agreement to be ready before the June 9th hearing.

Motion A. Motion to continue Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J) to September 8, 2022.

Or

Motion B. Motion to approve Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the seven stipulations in this ordinance (refer to Attachment K.)

TOWN COUNCIL DISCUSSION

The Town Council continued this request at the public hearing on May 26th to the June 9th meeting date to allow the applicant additional time to gather signatures on the private agreement. Council also discussed this request on May 12th. The primary item was a suggestion by Council Member Moore agreed by the Council to modify Stipulation 7 that the owners submit for Town records duly recorded documents of the private agreement

between the owners of the Property and the Cottontail Properties regarding items such as a fully executed agreement from all owners of the Cottontail Properties stating full support of the proposed gate installation. The Town Attorney edited Ordinance 2022-02 to reflect this point along with other typographical edits. Also, the private agreement in Stipulation 7 addresses the Declaration of Easements from Stipulation 4 regarding granting ingress/egress access over the turnaround (avoiding the need for a separate document). A copy of the latest private agreement provided to the Town is attached (Attachment L).

The Town Council approved the required Statement of Direction (SOD) for this request on December 2, 2021 and amended the SOD on February 24, 2022 to grant the Planning Commission additional review time until no later than April 20, 2022 (Attachment H).

PLANNING COMMISSION RECOMMENDATION

The Planning Commission unanimously recommended (7 to 0) on April 19th that Town Council approve Ordinance 2022-02, a new Special Use Permit (SUP) application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the seven stipulations in this ordinance (refer to Attachment K), along with an 8th stipulation that prior to Town Council approval a final gate design shall be presented in the packet. This is in reference to the residents' desire to remove much of the filigree on the gate as shown on the revised Gated Entry Conceptual Elevation sheet (Attachment C).

SUMMARY STATEMENT

Planning Commission Discussion

The Planning Commission discussed this request at its February 15, 2022; February 1, 2022 and December 21, 2021 work sessions. The Planning Commission found the request in compliance with the SOD and SUP Guidelines. The primary matter related to the operational, maintenance, and management details typically addressed outside the Town process through a Homeowners Association Declaration of Covenants, Conditions, and Restrictions which by the efforts of the homeowners and applicant have come up with a private agreement that addresses these matters. This neighborhood is unlike most in that there is no homeowner association and the private road that existed before annexation into the Town is owned by an individual. The owner of the private roadway also modified the name of the LLC in April 2022 to remove the "HOA" in the LLC name. Other matters that came up and were resolved during the Planning Commission review included re-evaluation of the proposed turn-around by the Town Engineer and Town Building Official/Fire Marshal who support the safety and design of this request (Attachment I), further setback of the 4-foot tall retaining wall from the back of curb in the proposed turnaround from 4 feet to 6 feet which creates a 46-foot radius similar to the 45-foot radius guideline, reduction of the gate height from 10-foot tall to 8-foot tall (revised to 7-foot tall) in compliance with the Town's gate guideline and removing the owner initials, a support email from the Paradise Valley Country Club with information that the club uses the gate that accesses onto Cottontail Run Road about 20 times per year for large deliveries (Attachment I), update to the traffic study to use 12 homes to address excess queuing potential (Attachment F), and modification of Figure 6 in the traffic study to show the truck with trailer making the turnaround stopped at the call box (Attachment F).

Location

East Cottontail Run Road is an existing private roadway located immediately north of the Paradise Valley Country Club property, east of Tatum Boulevard and terminates in a small cul-du-sac as illustrated in Attachment A, Vicinity Map. The roadway is owned by the owner of 4928 East Cottontail Run Road and the other property owners identified in Attachment E, Background, have an ingress/egress easement over the private roadway. The private roadway serves a total of ten existing homes which includes 7117 N Tatum Boulevard to be accessed outside the proposed private roadway gate.

Private Roadway Gate Process

The application request for installing new private roadway gate(s) follows Article XI, Special Uses and Additional Use Regulations, of the Town Zoning Ordinance. The Zoning Ordinance provides no requirements for private roadway gates and only outlines the approval process. This process requires Town Council issue a Statement of Direction (SOD) to the Planning Commission, Planning Commission review and make a recommendation to Town Council, the applicant hold a Citizen Review Session (neighborhood meeting) prior to Planning Commission recommendation, and Town Council review and take action. The Town Special Use Permit Guidelines offer suggested design standards, along with guidelines for lighting and signage as shown in Attachment D. Guidance via the SOD provides specific direction applicable to the proposed request.

Background

Additional information on items such as the General Plan, zoning, and prior application requests is attached (Attachment E).

Private Roadway Gate Details

The proposed gates are 222 feet 8 inches from the centerline of Tatum Boulevard (192 feet 7 inches from the back of curb and the call box is 128 feet 7 inches to the back of curb), with a turnaround easement slightly west of North Cottontail Run Road adjoining 7117 N Tatum Boulevard at a paved radius of 40 feet, and a radius of 46 feet to a 4-foot tall retaining wall for erosion protection of the turnaround. The Criteria Table in Attachment G outlines how the proposed private roadway gate application meets the Town Special Use Permit Guidelines and SOD provisions.

COMMENTS & NOTICING

Staff received comments on the application request in addition to the required Citizen Review Session (neighborhood meeting) held on January 31, 2022 in accordance with Section 2-5-2.F of Town Code. These early comments included general questions, improving the gate design and appearance, providing for liability insurance, understanding operational aspects of the gate (e.g., call box function, what happens during a power failure, etc.), and documenting the management structure since there is no homeowner association (e.g., financial obligations on maintenance, responsible parties, etc.). Based on the comments received to date, the homeowners behind the proposed private roadway gate support the gate and private agreement that will be in addition to the agreement between the Town and the owner of the private road /gate regarding items such as maintenance. (Attachments I and L).

All required noticing to date has been done. This application request required mailing notice to property owners within 1,500 feet of the subject site of the action meetings (work sessions do not require this noticing). Notice also included newspaper notice and property posting at least 15 days prior to meeting action.

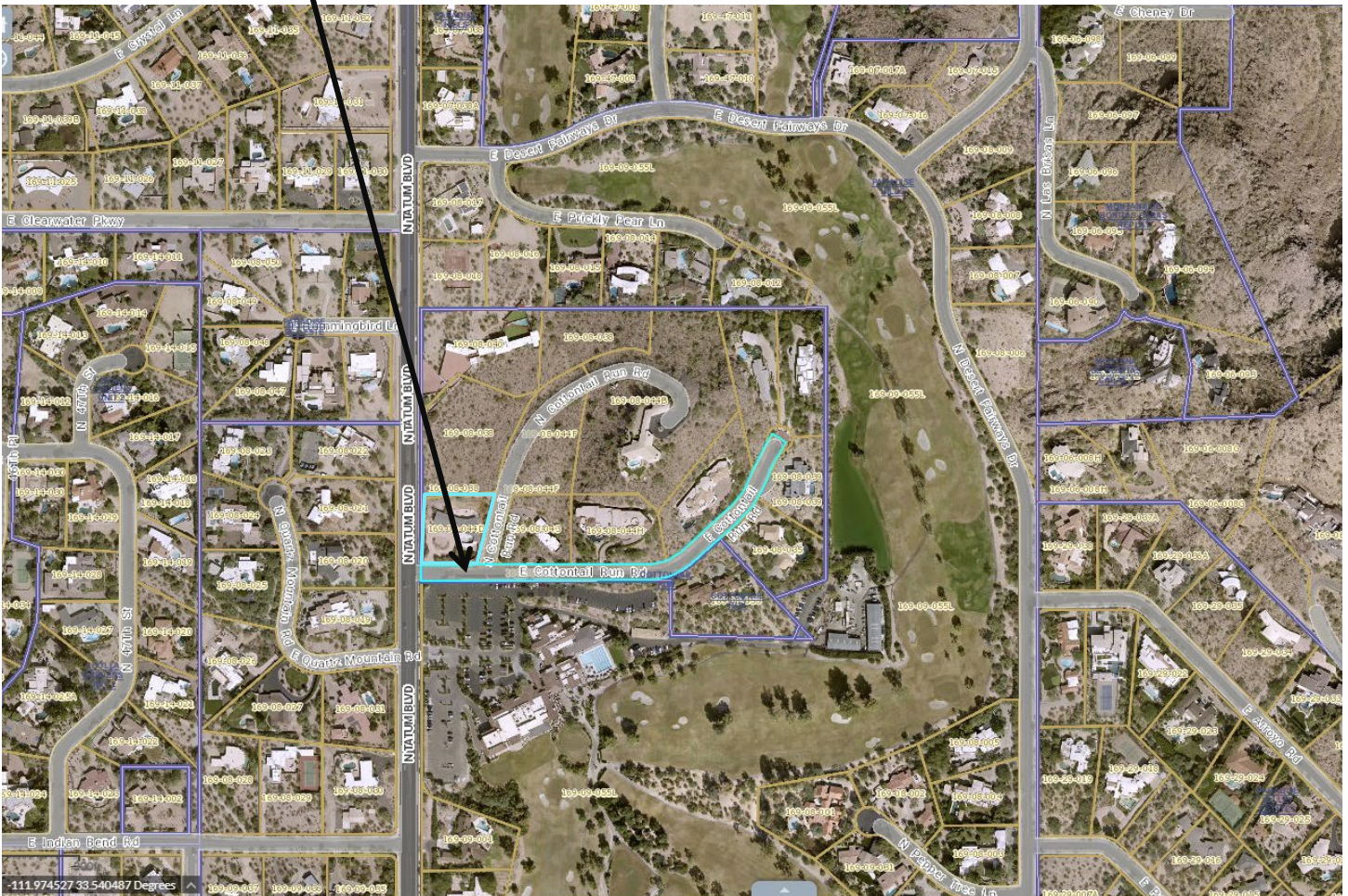
ATTACHMENT(S):

- A. Staff Report
- B. Vicinity & Related Maps
- C. Application Packet & Plans
- D. Special Use Permit Guidelines Excerpt
- E. Background
- F. Traffic Study
- G. Criteria Table
- H. Statement of Direction
- I. Comments & Noticing
- J. Forms (Referenced in Ordinance)
- K. Draft Ordinance
- L. Private Agreement
- M. Presentation



VICINITY MAP

Subject Property



East Cottontail Run Road Private Roadway Gate SUP
5000 E Cottontail Run Rd & 7117 N Tatum Blvd



GENERAL PLAN

Subject Property



Legend

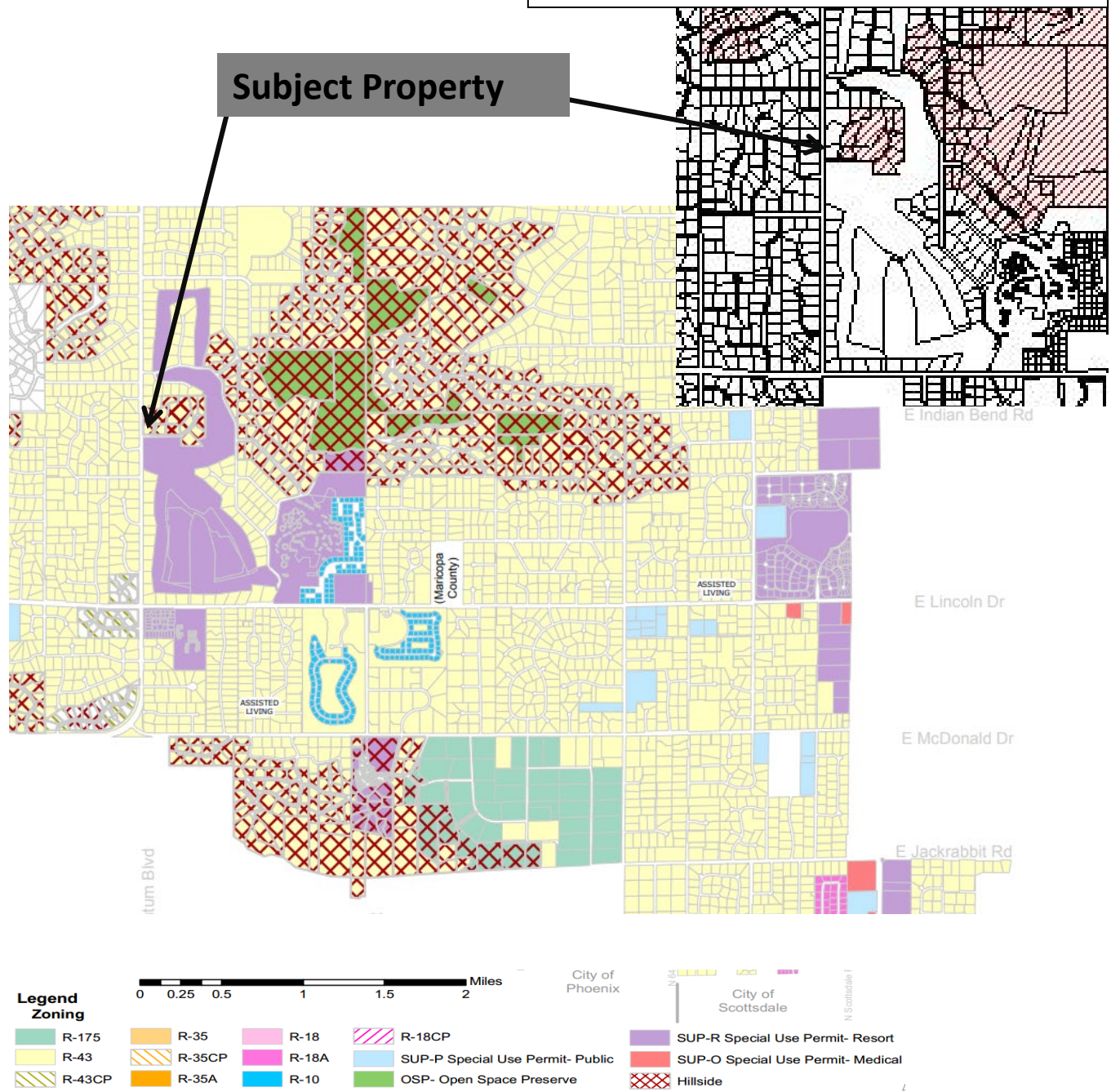
Low Density Residential OR Resort/Country Club	Private Open Space
Private Open Space OR Resort/Country Club	Public Open Space
Very Low Density Residential	Medical Office
Low Density Residential	Public/Quasi Public
Medium Density Residential	Resort/Country Club

East Cottontail Run Road Private Roadway Gate SUP
5000 E Cottontail Run Rd & 7117 N Tatum Blvd



ZONING & HILLSIDE

Figure 1 - Hillside Development Area Excerpt

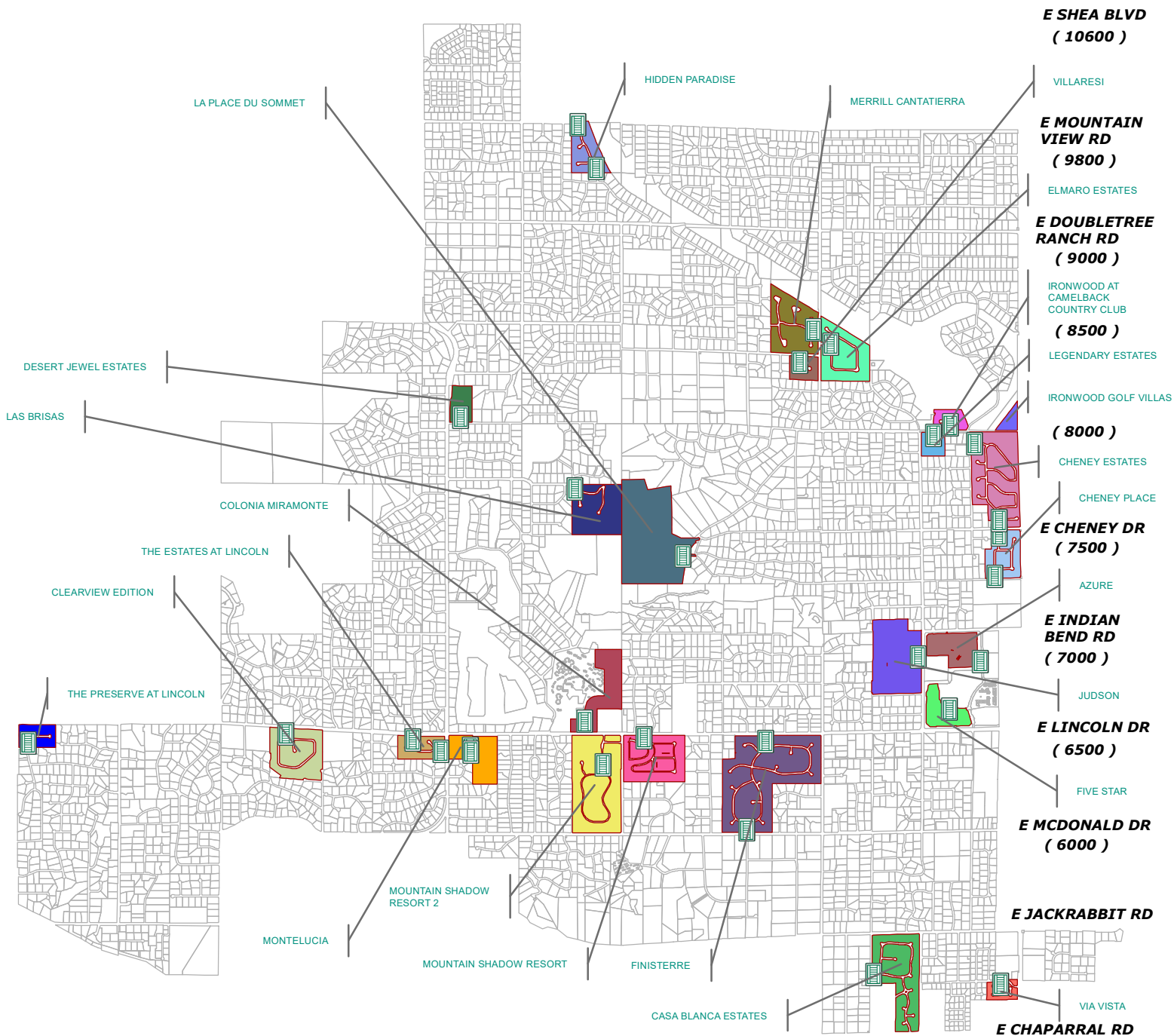


East Cottontail Run Road Private Roadway Gate SUP
5000 E Cottontail Run Rd & 7117 N Tatum Blvd



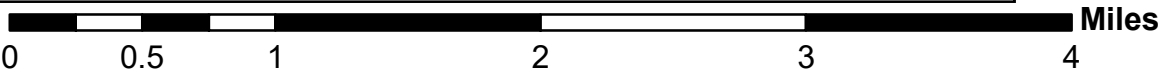
Town of Paradise Valley, AZ

Gated Communities Map

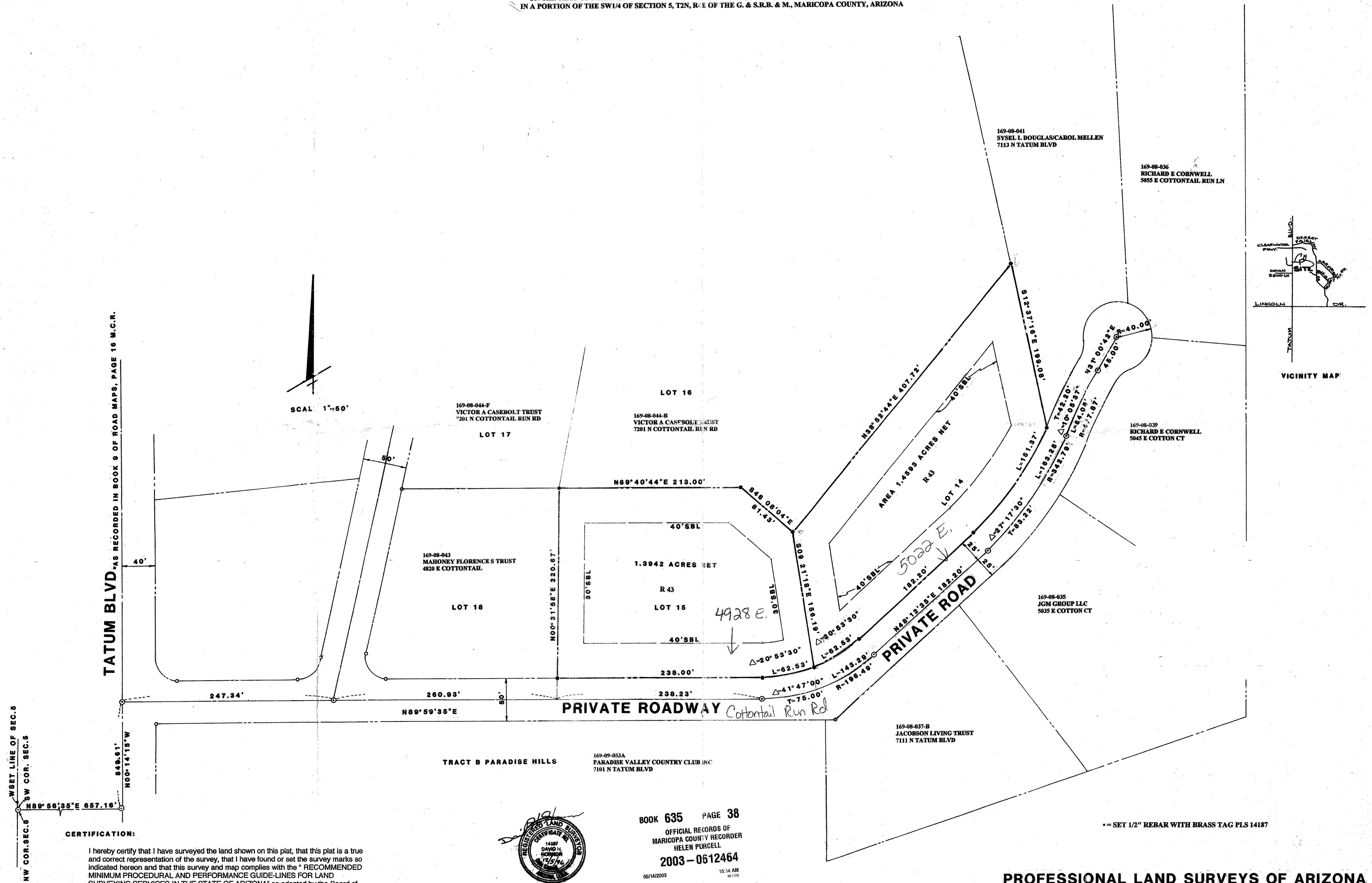


Gated Communities

AZURE	DESERT JEWEL ESTATES	IRONWOOD AT CAMELBACK COUNTRY CLUB	MERRILL CANTATIERRA
CASA BLANCA ESTATES	ELMARO ESTATES	IRONWOOD GOLF VILLAS	MONTELUCIA
CHENEY ESTATES	ESTATES AT LINCOLN	JUDSON	MOUNTAIN SHADOW RESORT
CHENEY PLACE	FINISTERRE	LA PLACE DU SOMMET	MOUNTAIN SHADOW RESORT 2
CLEARVIEW EDITION	FIVE STAR	LAS BRISAS	THE PRESERVE AT LINCOLN
COLONIA MIRAMONTE	HIDDEN PARADISE	LEGENDARY ESTATES	VIA VISTA
			VILLARES!
			Subdivision Gates



MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED
AN AMENDMENT CONTAINING ADDITIONAL INFORMATION FOR BOOK 430 OF MAPS, PAGE 39 M.C.R.
A REPLAT CREATING TWO LOTS (LOTS 14 & 15) FROM THREE LOTS (LOTS 12, 14 & 15)
AS SHOWN ON MARSHMALLOW MOUNTAIN LANDS, A TRACT SHOWN
ON THE PLAT OF PARADISE HILLS AS RECORDED AUGUST 26, 1953 IN BOOK 57 OF MAPS, PAGE 11 M.C.R.
IN A PORTION OF THE SW1/4 OF SECTION 5, T2N, R1E OF THE G. & S.R.B. & M., MARICOPA COUNTY, ARIZONA



PROFESSIONAL LAND SURVEYS OF ARIZONA

2636 E. CACTUS RD. PHOENIX, ARIZONA 85032

PHONE 493-2501

SHEET 1 OF 2 **214**

MARSHMALLOW MOUNTAIN LANDS REPLAT

STATE OF ARIZONA }
County of Maricopa } ss

KNOW ALL MEN BY THESE PRESENTS:

F.O. Buck as legal
Name of owner(s) Status (i.e.: husband, wife, corporation,
etc.)

owners of said real property, have subdivided under the name of MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED
(name of subdivision)

a subdivision located at A Portion of the SW 1/4 of section 5, T2N, R4E
(legal description)

as shown and platted hereon and hereby publish this plat and hereby declare that this plat sets forth the location and gives the dimensions of the lots and streets constituting same and that each lot and street shall be known by the number or name given each respectively on this plat, and hereby dedicate and grant to the Town of Paradise Valley the streets and rights-of-way shown on this plat and included in the above-described premises. Easements are hereby dedicated for the purposes shown.

IN WITNESS WHEREOF:

F.O. Buck, as owners, have hereunto affixed their

signature this 12 day of May, 2003

F.O. Buck
(name of owner) (name of owner)

ACKNOWLEDGMENTS

STATE OF ARIZONA }
County of Maricopa } ss

Before me this 12th day of May, 2003, the following persons appeared before me, the undersigned notary public, F.O. Buck, who acknowledged (a) themselves to be _____ and _____; and acknowledged (b) themselves to be the legal owners of the property platted hereon; and acknowledged (c) that they, as legal owners, executed this instrument for the purposes herein contained.

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

My Commission expires: 8-22-06 Sharon Bennett
Notary Public



ACCESS TO LOTS 14 & 15, A PRIVATE ROAD AS RECORDED IN
DOCKET 1500, PAGE 183; DOCKET 1967, PAGE 74; DOCKET 95-731265;
DOCKET 97-093845; DOCKET 98-664263; DOCKET 99-467225

LIST OF UTILITIES

WATER.....ARIZONA AMERICAN WATER COMPANY
GAS.....SOUTHWEST GAS COMPANY
ELECTRICITY.....ARIZONA PUBLIC SERVICE COMPANY
TELEPHONE.....QWEST
CABLE.....COX CABLE

CERTIFICATION

This is to certify that (1) the survey of the premises described and platted herein were made under my direction during the month of DECEMBER, 1996, and (2) this plat is correct and accurate, and (3) the monument or monuments shown herein have been located as described.

Daniel H. Blum RLS 14187
Registered Land Surveyor

APPROVAL:

Approved by the Town Engineer & Planning Director of the Town of Paradise Valley, Arizona this 12th day of May, 2003

By William C. Menden 5/12/03
Town Engineer

Samuel Smith
Planning Director

OWNER'S SIGNATURE

F.O. Buck May 12, 2003
(NAME) (DATE)

DESCRIPTION
LOT 15

A Replat creating two lots (Lots 14 & 15) from three lots (Lots 12, 14 & 15) as shown on Marshmallow Mountain Lands, a Tract shown on the Plat of Paradise Hills as Recorded August 26, 1953 in Book 57 of Maps, Page 11 M.C.R. in a Portion of the SW 1/4 of Section 5, T2N, R4E of the G. & S.R.B. & M., Maricopa County, Arizona and is more particularly described as follows:

Commencing at the Southwest Corner of Section 5, T2N, R4E;
Thence along the Southerly Line of Section 5 N 89°56'35" E 657.16' to a Point in the Center Line of Tatum Blvd.;
Thence along the said Center Line of Tatum Blvd. N 00°14'15" W 849.61' to the Center Line Intersection of a Private Roadway;
Thence along the Center Line of said Private Roadway N 89°59'35" E 508.27' to a Point in Same and at the extended Westerly Line of Lot 15;
Thence along the extended Westerly Line of Lot 15 N 00°31'58" E 25.00' to the Southwest Corner of Lot 15 and the Northerly Right-of-Way Line of said Private Roadway and THE TRUE POINT OF BEGINNING;
Thence still along said Westerly Line of Lot 15 N 00°31'58" E 220.67' to a Point at the Northwest Corner of this Lot 15 and Common Corner to Lots 18, 17 & 16;
Thence along the Southerly Line of Lot 16 N 89°40'44" E 213.00' to an Angle Point in Same;
Thence still along same S 46°08'04" E 81.43' to an Angle Point in Same and the Northeast Corner to this Lot 15;
Thence along the Easterly Line of this Lot 15 S 09°21'18" E 156.19' to a Point in the Curved Northerly Right-of-Way Line of a Private Roadway;
Thence from said Point in the Curved Northerly Right-of-Way Line the Radius bears N 20°53'48" W and curves to the Right with a Radius of 171.49' and a Central Angle of 20°53'30" and an Arc Distance of 62.53' to a Point of Tangent in Same;
Thence still along said Northerly Right-of-Way Line of a Private Roadway S 89°59'35" W 238.00' to the THE TRUE POINT OF BEGINNING.

Containing 1.3942 Acres Net of Land be the same more or less.

DESCRIPTION
LOT 14

A Replat creating two lots (Lots 14 & 15) from three lots (Lots 12, 14 & 15) as shown on Marshmallow Mountain Lands, a Tract shown on the Plat of Paradise Hills as Recorded August 26, 1953 in Book 57 of Maps, Page 11 M.C.R. in a Portion of the SW 1/4 of Section 5, T2N, R4E of the G. & S.R.B. & M., Maricopa County, Arizona and is more particularly described as follows:

Commencing at the Southwest Corner of Section 5, T2N, R4E;
Thence along the Southerly Line of Section 5 N 89°56'35" E 657.16' to a Point in the Center Line of Tatum Blvd.;
Thence along the said Center Line of Tatum Blvd. N 00°14'15" W 849.61' to the Center Line Intersection of a Private Roadway;
Thence along the Center Line of said Private Roadway N 89°59'35" E 746.50' to a Point of Tangent in Same;
Thence still along the Same Curving to the Left with a Radius of 196.49' and a Central Angle of 19°24'23" and an Arc Distance of 66.23' to the extended Westerly Line of Lot 14;
Thence along the extended Westerly Line of Lot 14 N 09°21'18" W 25.45' to the Southwest Corner of this Lot 14 and in the 25' Northerly Right-of-Way Line of a Private Road and the TRUE POINT OF BEGINNING;
Thence still along the Westerly Line of Lot 14 N 09°21'18" W 156.19' to the Northwest Corner of this Lot 14 and in the Southerly Line of Lot 16;
Thence along the Southerly Line of Lot 16 N 38°52'44" E 407.72' to the Southeast Corner of Lot 16 and the Northeast Corner of this Lot 14;
Thence along the Easterly Line of this Lot 14 S 12°37'16" E 199.08' to the Southeast Corner of this Lot 14 and in the Northerly Right-of-Way Line of a Private Road and said Point marking a Point of Reverse Curve;
Thence along the Curved Northerly 25' Right-of-Way Line of a Private Road the Radius bears N 69°04'55" W 317.79' Curving to the Right with a Central Angle of 27°17'30" and an Arc Distance of 151.37' to a Point of Tangent in Same;
Thence still along Same S 48°12'35" W 182.20' to a Point of Curve in Same;
Thence still along Same Curving to the Right with a Radius of 171.49' and a Central Angle of 20°53'30" and an Arc Distance of 62.53' to the TRUE POINT OF BEGINNING.

Containing 1.4593 Acres Net of Land be the same more or less.

BOOK 635 PAGE 38
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
2003 - 0612464

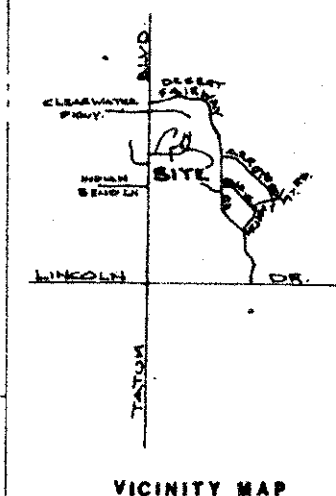
05/14/2003

10:14 AM
651723

MARSHMALLOW MOUNTAIN LANDS REPLAT

A REPLAT CREATING TWO LOTS (LOT 14 & 15) FROM THREE LOTS (LOTS 12, 14 & 15) AS SHOWN ON MARSHMALLOW MOUNTAIN LANDS
A TRACT SHOWN ON THE PLAT OF PARADISE HILLS AS RECORDED AUGUST 26, 1983 IN BOOK 57 OF MAPS, PAGE 11 M.C.R.
IN A PORTION OF THE SW 1/4 OF SECTION 6, T2N, R4E OF THE G.S.S.R.S.M., MARICOPA CO., ARIZONA

BOOK 430 PAGE 39
OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
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12/24/96 02:47

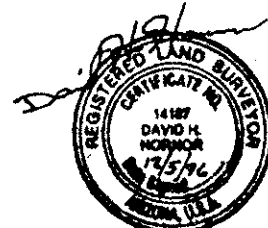


TATUM BLVD. AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16 M.C.R.

WEST LINE OF SEC. 6
NW COR. SEC. 6

CERTIFICATION:

I hereby certify that I have surveyed the land shown on this plat, that this plat is a true and correct representation of the survey, that I have found or set the survey marks so indicated hereon and that this survey and map complies with the "RECOMMENDED MINIMUM PROCEDURAL AND PERFORMANCE GUIDE-LINES FOR LAND SURVEYING SERVICES IN THE STATE OF ARIZONA" as adopted by the Board of Technical Registration Nov. 15, 1989 (Accuracy zone "A" max. error is 1:15,000, any combination of direction/ distance).



DATE NOV. 25, 1996

APPROVED BY THE
TOWN OF PARADISE VALLEY

William C. Mearl 12/18/96
TOWN ENGINEER DATE

Paul R. 12-18-96
TOWN PLANNING DIRECTOR DATE

PROFESSIONAL LAND SURVEYS OF ARIZONA

2636 E. CACTUS RD. PHOENIX, ARIZONA 85032

PHONE 493-2501

JOB No. 981107

PLAT OF
MARSH MALLOW MOUNTAIN LANDS

A TRACT SHOWN AS AN EXCEPTION ON THE PLAT OF "PARADISE HILLS", A SUBDIVISION RECORDED IN BOOK 37 OF MAPS AT PAGE 11 THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA

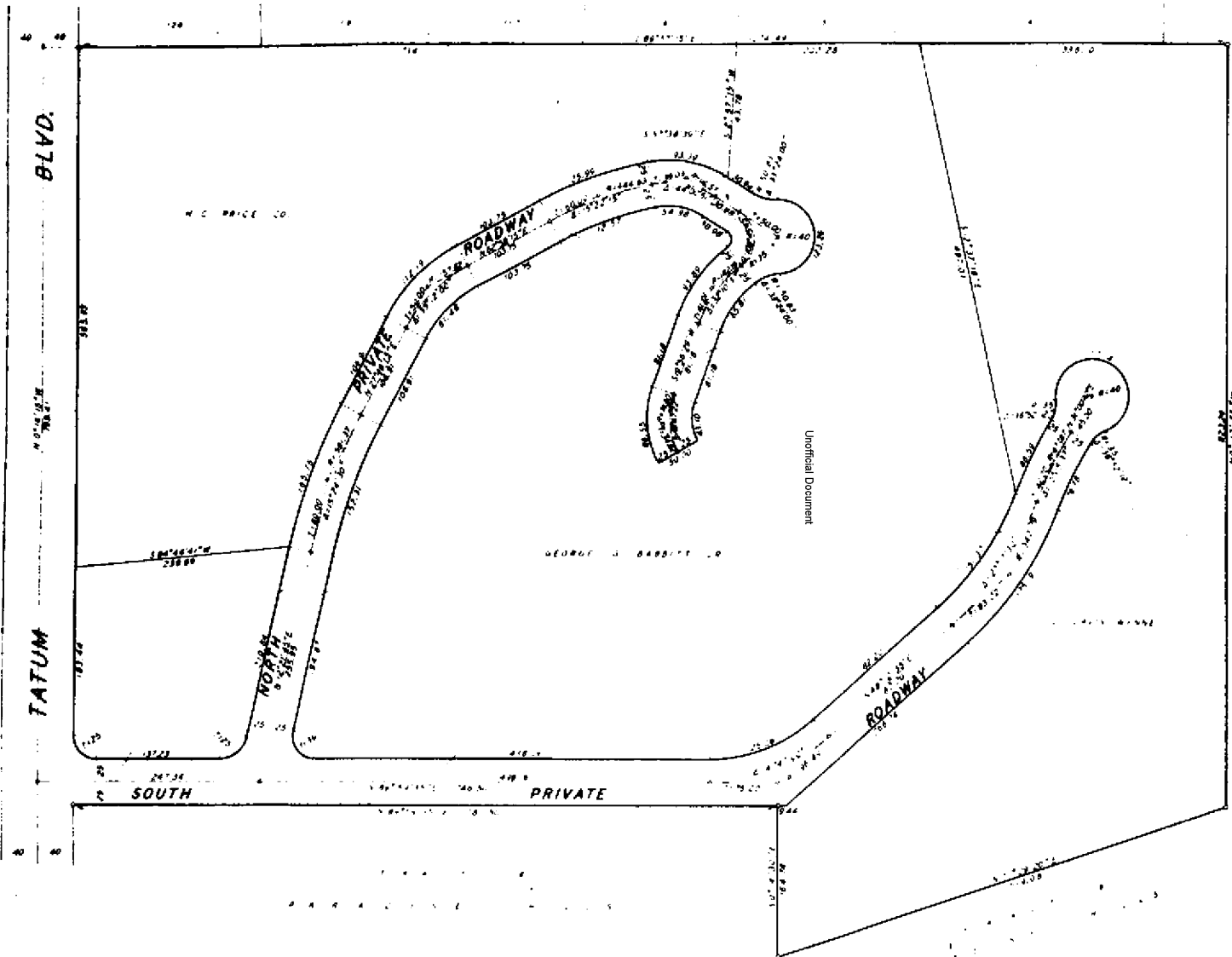
The roadways shown as North Private Roadway and South Private Roadway are over and upon the property owned by George G. Bobbitt Jr. and are for the private use of George G. Bobbitt Jr. or his assignees only.

CERTIFICATE

This is to certify that the survey of the premises described and plotted hereon was made under my direction during the month of December, 1954

REGISTERED LAND SURVEYOR

WESTERN ENGINEERING, INC.
29-A E. FIRST AVENUE
SCOTTSDALE, ARIZONA
JOB NO. 540722



STATE OF ARIZONA, County of Maricopa; ss.

I do hereby certify that the within instrument was filed and recorded at request of **J. Davis** on **DEC 24 11 14** at **119944** **1500**

Page **1836/186** Ad Records of Maricopa County, Arizona.

WITNESS my hand and official seal the day and year first above written.

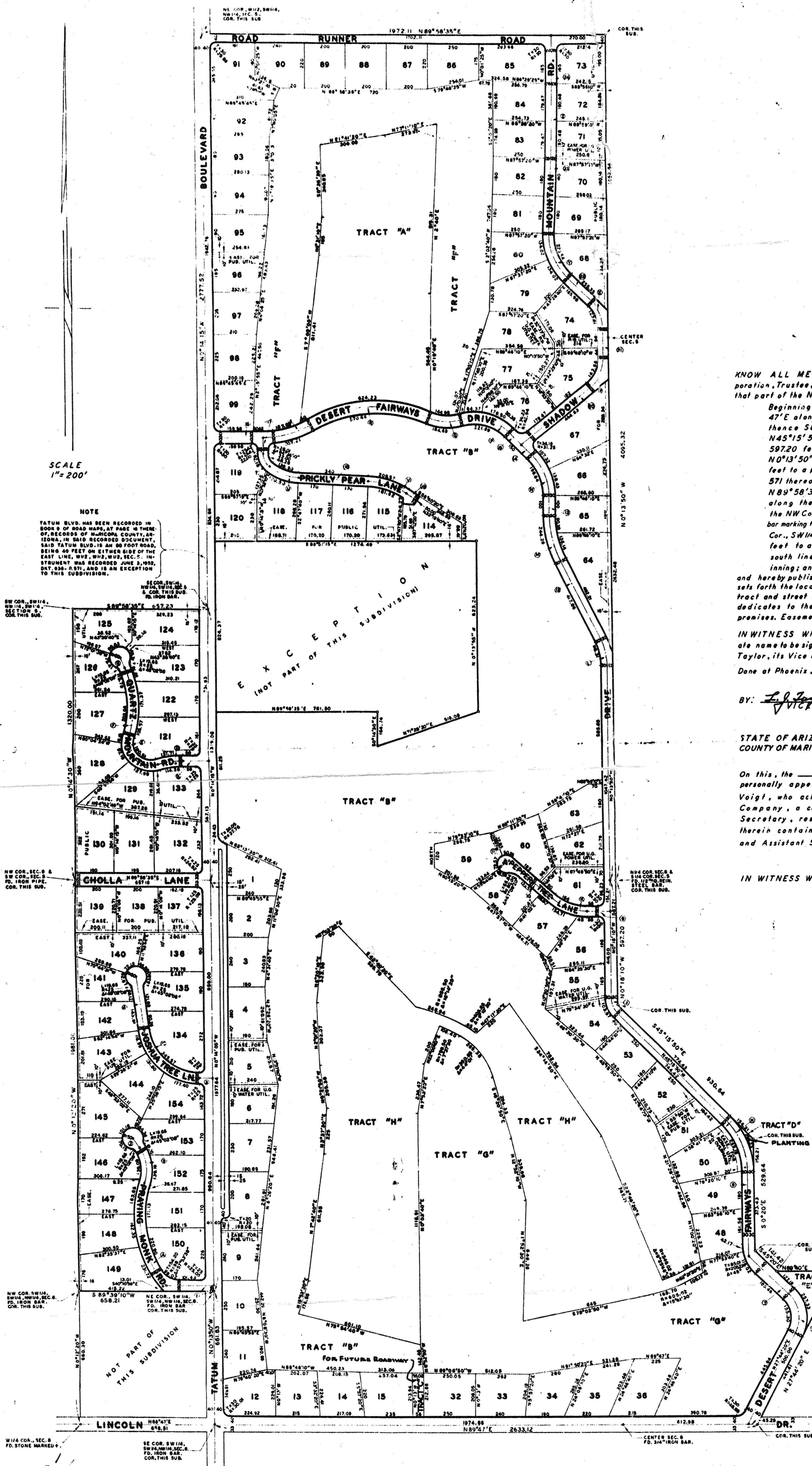
ROGER J. JOHNSON, County Recorder,

By **J. Davis** Deputy.

315-1102 **Julius Tucker** **PLD**

PARADISE HILLS

A SUBDIVISION OF A PORTION OF THE W1/2, SECTION 5
AND A PORTION OF THE N1/2, SECTION 8, T.2N., R.4E.,
G. & S.R., B. & M., MARICOPA COUNTY, ARIZONA



DEDICATION

(See Note "A" upon this plat.)

KNOW ALL MEN BY THESE PRESENTS: That the Phoenix Title and Trust Company, an Arizona Corporation, Trustee, has subdivided under the name of PARADISE HILLS, that part of the W1/2, Sec. 5 and that part of the N1/2, Sec. 8, all in T.2N., R.4E., G. & S.R., B. & M., Maricopa County, Arizona, described as follows:

Beginning at an iron bar marking the center of said Sec. 8 and the true point of beginning; thence N89°47'E along the south line of the NE1/4 of said Sec. 8, 658.26 feet; thence N27°44'20"E, 850.00 feet; thence S89°40'W, 300.00 feet; thence N45°20'W, 141.42 feet; thence N0°20'W, 529.64 feet; thence N45°15'50"W, 430.64 feet to a point on the west line of the NE1/4 of said Sec. 8; thence N0°18'10"W, 587.20 feet to a steel bar marking the N1/4 Cor. of said said Sec. 8 and the S1/4 Cor. of said Sec. 5; thence N0°13'50"W along the east line of the W1/2 of said Sec. 5, 4095.32 feet; thence S89°58'35"W, 1972.11 feet to a point on the E of that certain road known as Tatum Blvd., and recorded in Docket 936 at Page 571 thereof; thence S0°14'15"E, along the E of said Tatum Blvd., 2777.52 feet to an iron bar; thence N89°58'35"W along the north line of the SW1/4, SW1/4 of said Sec. 5, 657.23 feet; thence S0°14'30"E along the west line of said Sec. 5, 1320.00 feet to an iron pipe marking the SW Cor. of said Sec. 5 and the NW Cor. of said Sec. 8; thence S0°12'20"E along the west line of said Sec. 8, 1981.00 feet to an iron bar marking the NW Cor., SW1/4, SW1/4, NW1/4 of said Sec. 8; thence N89°39'10"E, 658.21 feet to the NE Cor., SW1/4, SW1/4, NW1/4 of said Sec. 8, and the E of said Tatum Blvd.; thence S0°13'50"E, 661.83 feet to an iron bar marking the SE Cor., SW1/4, SW1/4, NW1/4 of said Sec. 8; thence N89°47'E along the south line of the NW1/4 of said Sec. 8, 1974.86 feet to the center of said Sec. 8 and the true point of beginning; and except those portions as shown on the plat hereon.

and hereby publishes this plat and for the plat of said PARADISE HILLS, and hereby declares that said plat sets forth the location and gives the dimensions of the lots, tracts and streets constituting same and that each lot, tract and street shall be known by the number, letter, or name given each respectively on said plat, and hereby dedicates to the public for use as such the streets as shown on said plat and included in the above described premises. Easements are dedicated for the purposes shown.

IN WITNESS WHEREOF the Phoenix Title and Trust Company, as Trustee, has hereunto caused its corporate name to be signed and its corporate seal to be affixed, and the same to be attested by the signatures of L. J. Taylor, its Vice President and Charles S. Voigt, its Assistant Secretary, thereunto duly authorized.

Done at Phoenix, Arizona, this 25 day of August, 1953.

PHOENIX TITLE AND TRUST COMPANY, TRUSTEE
BY: L. J. Taylor VICE PRESIDENT ATTEST: Charles S. Voigt ASSISTANT SECRETARY

ACKNOWLEDGEMENT

STATE OF ARIZONA
COUNTY OF MARICOPA

On this, the 26th day of AUGUST, 1953, before me, the undersigned officer personally appeared L. J. Taylor, who acknowledged himself to be the Vice President, and Charles S. Voigt, who acknowledged himself to be the Assistant Secretary of the Phoenix Title and Trust Company, a corporation, and acknowledged that they, as such Vice President and Assistant Secretary, respectively, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation, as Trustee, by themselves, as Vice President and Assistant Secretary, respectively.

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

My commission expires APRIL 3, 1954
Notary Public

APPROVAL

Approved by the Planning and Zoning Commission of Maricopa County, Arizona, this 24 day of June, 1953.

BY: Joseph Rhinow

CERTIFICATE

This is to certify that the survey and subdivision of the premises as described and platted hereon was made under my direction during the months of June and July, 1953.

Robert J. Brown
REGISTERED LAND SURVEYOR

WESTERN ENGINEERING, INC.
29-A FELTMAN BUILDING — SCOTTSDALE, ARIZONA
JOB NO. 530401

NOTE: Pipes set at all street intersections, points of tangency and lot corners.

Indicates anchor easement for utility pole lines.

Note "A":
Phoenix Title and Trust Company, as Trustee, for itself, its successors and assigns, reserves the right at any time or from time to time to further subdivide into lots and to dedicate to the public for use all or any portion or portions of Tracts "A" and "B" as shown hereon without the consent or approval of any mortgagee or other person, firm or corporation, owning or having any interest in any lot or part of PARADISE HILLS subdivision as described and platted hereon.

CURVES										TANGENTS									
KEY	T	R	Δ	Δ	Δ	Δ	Δ	Δ	Δ	KEY	BEARING	DISTANCE	KEY	BEARING	DISTANCE	KEY	BEARING	DISTANCE	KEY
A	280.22	320.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	1	S89°58'35"W	1972.11	2	S89°58'35"W	1972.11	3	S89°58'35"W	1972.11	4
B	84.00	180.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	5	S89°58'35"W	1972.11	6	S89°58'35"W	1972.11	7	S89°58'35"W	1972.11	8
C	235.00	280.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	9	S89°58'35"W	1972.11	10	S89°58'35"W	1972.11	11	S89°58'35"W	1972.11	12
D	82.00	180.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	13	S89°58'35"W	1972.11	14	S89°58'35"W	1972.11	15	S89°58'35"W	1972.11	16
E	215.00	180.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	17	S89°58'35"W	1972.11	18	S89°58'35"W	1972.11	19	S89°58'35"W	1972.11	20
F	117.00	480.00	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	180°00'00"	21	S89°58'35"W	1972.11	22	S89°58'35"W	1972.11	23	S89°58'35"W	1972.11	24
G	119.88	181.77	179°04'20"	179°04'20"	179°04'20"	179°04'20"	179°04'20"	179°04'20"	179°04'20"	25	S89°58'35"W	1972.11	26	S89°58'35"W	1972.11	27	S89°58'35"W	1972.11	28
H	143.80	347.76	174°45'50"	174°45'50"	174°45'50"	174°45'50"	174°45'50"	174°45'50"	174°45'50"	29	S89°58'35"W	1972.11	30	S89°58'35"W	1972.11	31	S89°58'35"W	1972.11	32

70226
INDICATED
PAGE
I hereby certify that the within
survey was made by me or under my
direction and supervision, and that
it is true and correct.
AUG 28 1953
By: Robert J. Brown
REGISTERED LAND SURVEYOR
Witness my hand and official seal
this day and year aforesaid.
BOULEVARD & LINCOLN
COUNTY MARICOPA
ARIZONA



International Capital
Investment Company[®]

Private Merchant Bankers

Town of Paradise Valley
Cottontail Run Road - Private Gate

02/08/2022

To whom it may concern,

This letter is notice that Jordan Rose of Rose Law Group pc is taking over as applicant for the Cottontail Run Road Gate project.

Please do not hesitate to contact me with any questions.

Bill Grogan
Director of Real Estate
International Capital Investment Company[®]
645 E. Missouri Ave. Suite 250, Phoenix, AZ 85012
Bill.Grogan@icic-usa.com

CC: Paul E. Michaud, AICP
Planning Manager
Community Development – Planning Division
6401 E Lincoln Drive

February 17, 2022

SENT VIA EMAIL

Town of Paradise Valley
Paul Michaud, Planning Manager
pmichaud@paradisevalleyaz.gov

RE: Cottontail Run Road Private Gate Narrative

Dear Mr. Michaud,

East Cottontail Run Road is a private road in Paradise Valley in need of security and privacy due to an increase in non-resident traffic. As indicated by an active neighbor representative at the Planning Commission hearing on February 15th, 100% of the residents whose homes will be within the gate are now in support of the concept of gating. The proposed private gate will be constructed just west of the intersection of East Cottontail Run Road and the private driveway known as North Cottontail Run Road. It will provide a durable and reliable level of security, serving nine homes (a vacant lot exists, so in the future the gate may benefit ten homes). The turn-around, gate construction, and operation will all meet the Town's Code standards for private gates.

Enterprises Trust purchased the property that will allow for the required turn around radius in 2020. Consequently, the gate can now be configured to meet *all* of the Town's Code standards for private gates. This is good news because the community has legitimate security concerns over Cottontail Run Road's increasing amount of non-resident traffic.

In addition to installing a gate to address security concerns, a new cul-de-sac, with a 40-foot radius, will improve traffic circulation. This cul-de-sac will be created from an easement by utilizing a portion of the property at 7117 N. Tatum Boulevard. Even with the cul-de-sac easement, the 7117 lot will still *exceed* the Town's one-acre minimum and setback requirements.

The plan shows two lanes approaching the gate; one for residents who will not need to stop at the call box and a second lane for visitors who will need to use the call box. The call box will be available for use at all times of the day and night. Residents will be given numeric codes to allow for approved visitor entrance. An operations manual is being circulated to residents for input. Park Pro, a professional gate company, has been retained to provide service to the gate. The two lanes will prevent traffic backing up to the west of the gate.

The requested gate meets the criteria set forth in the Special Use Permit Guidelines—Section 8 Guardhouse, Gatehouse, and Access Control Gates. Through working with Town Staff the gate and turnaround were brought into compliance with Town Code. The turnaround is consistent with Code requirements as is the height of the gate at eight feet. There will be no

signage associated with this private gate other than signage on the call box and one small directional sign for the two lanes of traffic approaching the gate. All new lighting will meet Town Code requirements. The traffic study was submitted and reviewed by Town Staff. The aforementioned operations plan is being circulated amongst the neighbors for input and will be finalized prior to the next public hearings. In addition, based on community input, the gate design was altered (attached please see the elevation). Finally, an agreement which requires the applicant to construct and maintain both the gate and the roadway until such time as they sell their property is being finalized (the agreement states that upon a sale of the property by the Applicant, the residents will take a vote to either assume the expenses for maintaining the gate or chose to have the Applicant remove the gate).

The construction of this gate will provide the necessary security for the neighborhood and will create a safer roadway turn around condition for existing residents. The Application complies with all applicable Codes and the concept of gating the roadway now has support of all the residents whose homes will be inside the gate. We appreciate the input of all the neighbors and Staff, and respectfully request Council approval of this application.

Sincerely,

A handwritten signature in black ink, consisting of a stylized 'J' followed by a series of loops and a long horizontal stroke extending to the right.

Jordan R. Rose

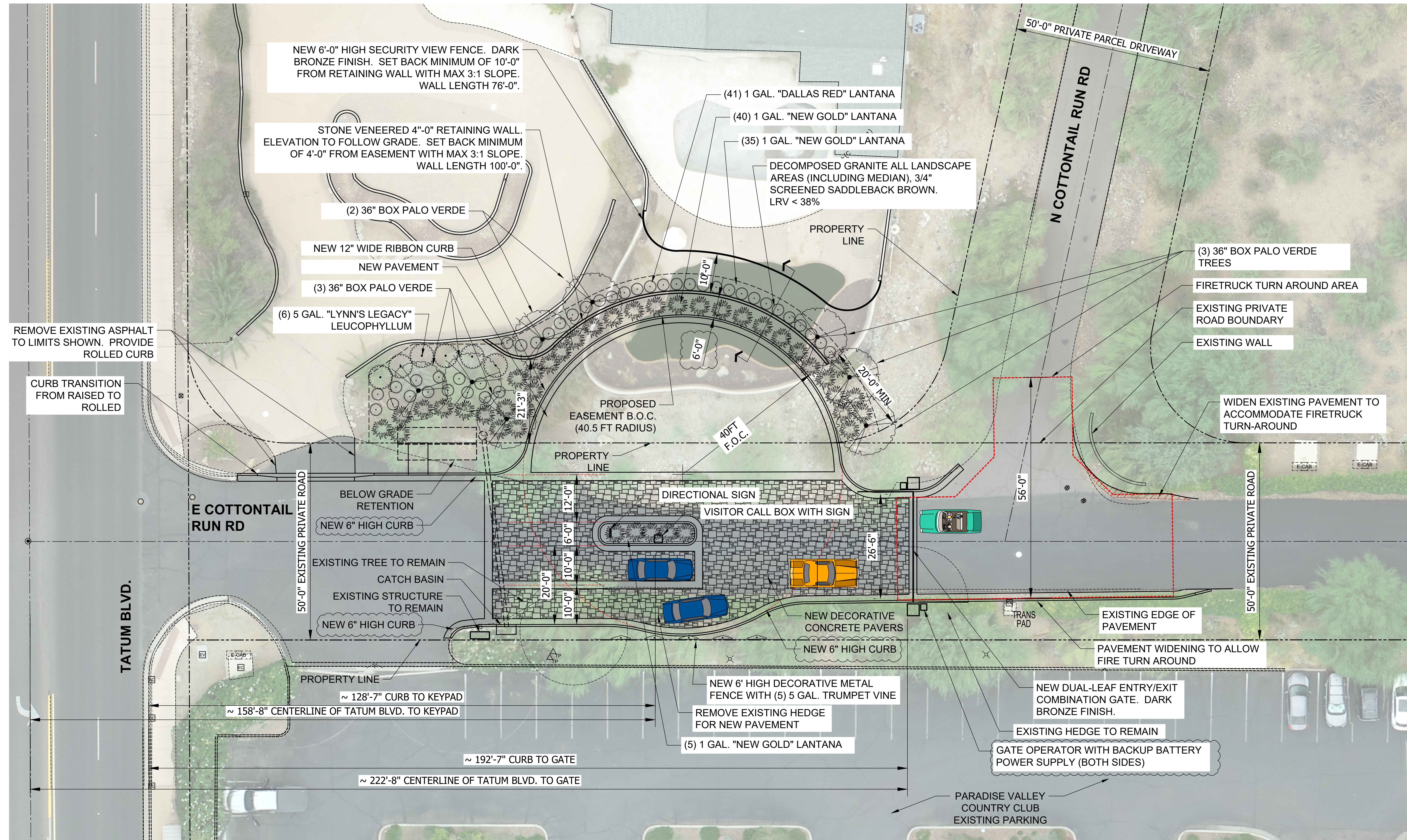


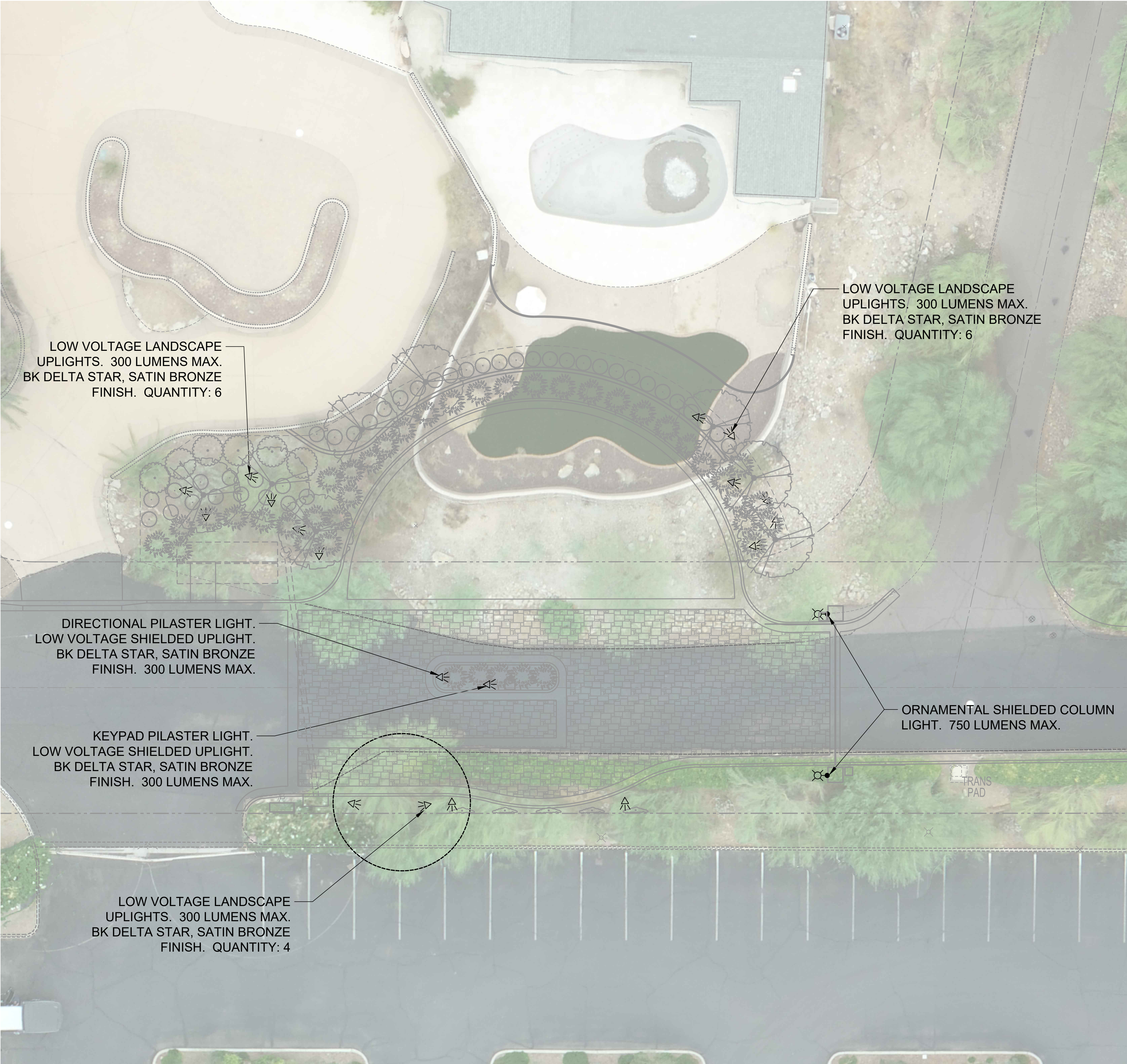
7117 TATUM LOT DATA

EXISTING		
LOT AREA:	46,159.15 SF	100.0%
DISTURBED AREA:	44,987.46 SF	97.5%
UNDISTURBED AREA:	1,179.69 SF	2.5%

PROPOSED		
TURNAROUND		
EASEMENT AREA:	1,993.36 SF	

LANDSCAPE AND		
RETENTION EASEMENT		
AREA:	2,108.06 SF	





MINI-MICRO LED

DATE: PROJECT: TYPE:

CATALOG NUMBER LOGIC:

*Designed for use with LED transformer
**The 360SL cost is already included in the price of UPM, UPM dual, and Power Canopy.

200 LUMEN
2700K

CATALOG NUMBER LOGIC
Example: B - MM - LED - e70 - SP - BLP - 12 - 11 - C - 360SL

MATERIAL
(Blank) - Aluminum B - Brass S - Stainless Steel

SERIES
MM - Mini-Micro

SOURCE
LED - with Non-Dimming Integral Driver*

LED TYPE
e70 - 3W LED/2700K e72 - 3W LED/4000k
e71 - 3W LED/3000K e73 - 3W LED/Amber

OPTICS
NSP - Narrow Spot (17°) MFL - Medium Flood (28°)
SP - Spot (21°) ASY - Asymmetrical (17x31°)

FINISH (See page 2 for full-color swatches)
Standard Finishes (BZP, BZW, BLP, BLW, WHW, SAP, VER)
Premium Finish (ABP, AMG, AQW, BCM, BGE, BPP, CAP, CMG, CRI, CRM, HUG, MDS, NBP, OCP, RMG, SDS, SMG, TXF, WCP, WIR)
Also available in RAL Finishes
Brass Finishes (MAC, POL, MIT)
Stainless Steel Finishes (MAC, POL)

LENS TYPE
12 - Soft Focus 13 - Rectilinear

SHIELDING
11 - Honeycomb Baffle

CAP STYLE
A - 45°
B - 90°
C - Flush
D - 45° Less Weephole (Interior use only)
E - 90° Less Weephole (Interior use only)

OPTIONS
360SL - Rotational Knuckle Mounting System**

Mini-Micro

Downloads:
Specifications Data Sheet Installation Instructions
Photometry Reports CAD Files

Lumens: <200 Watts: 3W Input: 12V
CCT: 2700K 3000K 4000K Amber
Materials: Aluminum Brass Stainless

STANDARD FINISHES

Satin Black (BLP)	Satin Bronze (BZP)	Satin White (WHW)	Satin Aluminum (SAP)
Black Wrinkle (BLW)	Bronze Wrinkle (BZW)	White Wrinkle (WHW)	Verde (VER)

B-K LIGHTING **MADE IN THE USA** 559.438.5800 | INFO@BKLIGHTING.COM | BKLIGHTING.COM

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Whisper **Dark Sky LED** | 553948Z

10" 5.5" 24.5" 12.5" 13"

**560 LUMEN
3000K**

PRODUCT DESCRIPTION

10"	5.5"	
24.5"	12.5"	

MEASUREMENTS
DIMENSION : 10" W x 24.5" H x 13" Df
BACK PLATE : 5.5" W x 12.5" H x 12.5" HCO
HANGING WEIGHT : 7.48 lb

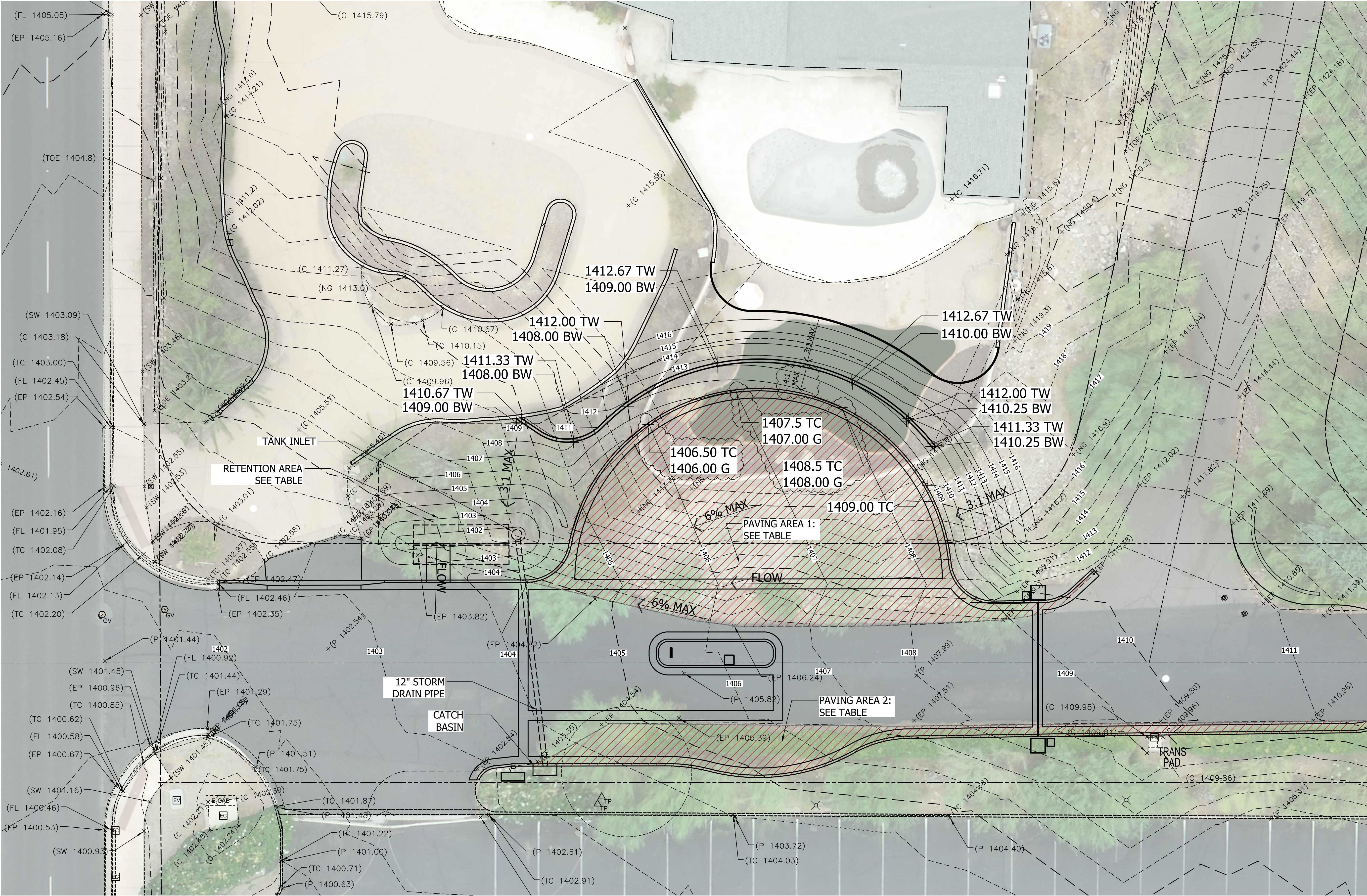
LAMPING
INPUT VOLTAGE : 120V
LUMENS : 560 Rated
BULB : 1 x SW LED AC Integrated , 8W Total
BULB INCLUDED : (Integrated)
COLOR_TEMP : 3000K

FINISHES OPTION
Source

MATERIAL
Die Cast Aluminum

RATINGS
cETLus
Wet Location
For Outdoor DARKSKY

ADDITIONAL
RATED LIFE 50000 Hours
OPERATING TEMPERATURE:
-20°C (-4°F), 40°C (104°F)
PHOTOMETRIC: Report Found Online



NOTE:
GRADING DESIGN IS CONCEPTUAL ONLY, AND ELEVATIONS SHOWN ARE ONLY ESTIMATES

RETENTION CALCULATIONS

AREA 1
INCREASE PAVEMENT AREA: 3,387 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 621 CF

AREA 2
INCREASE PAVEMENT AREA: 580 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 107 CF

RETENTION PROVIDED

TOTAL REQUIRED: 728 CF

SURFACE: 181 CF
BELOW GRADE: 552 CF
TOTAL PROVIDED: 733 CF

BELOW GRADE RETENTION
(2) 22FT LONG 4FT DIA. PIPE OR EQUIVELANT
STORAGE USING STORMTECH SYSTEM (OR EQUAL)

ON LOT RETENTION
REDUCTION

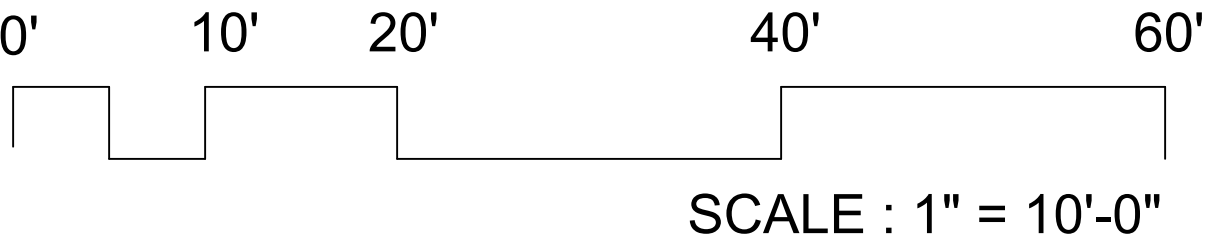
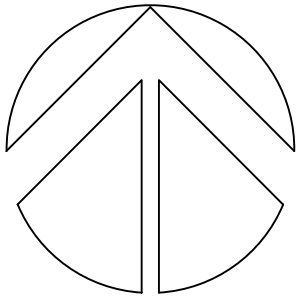
PAVEMENT AREA ON LOT: 1967 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 360 CF
(THIS QTY CONTAINED IN RETENTION PROVIDED AS
PART OF THESE IMPROVEMENTS.)

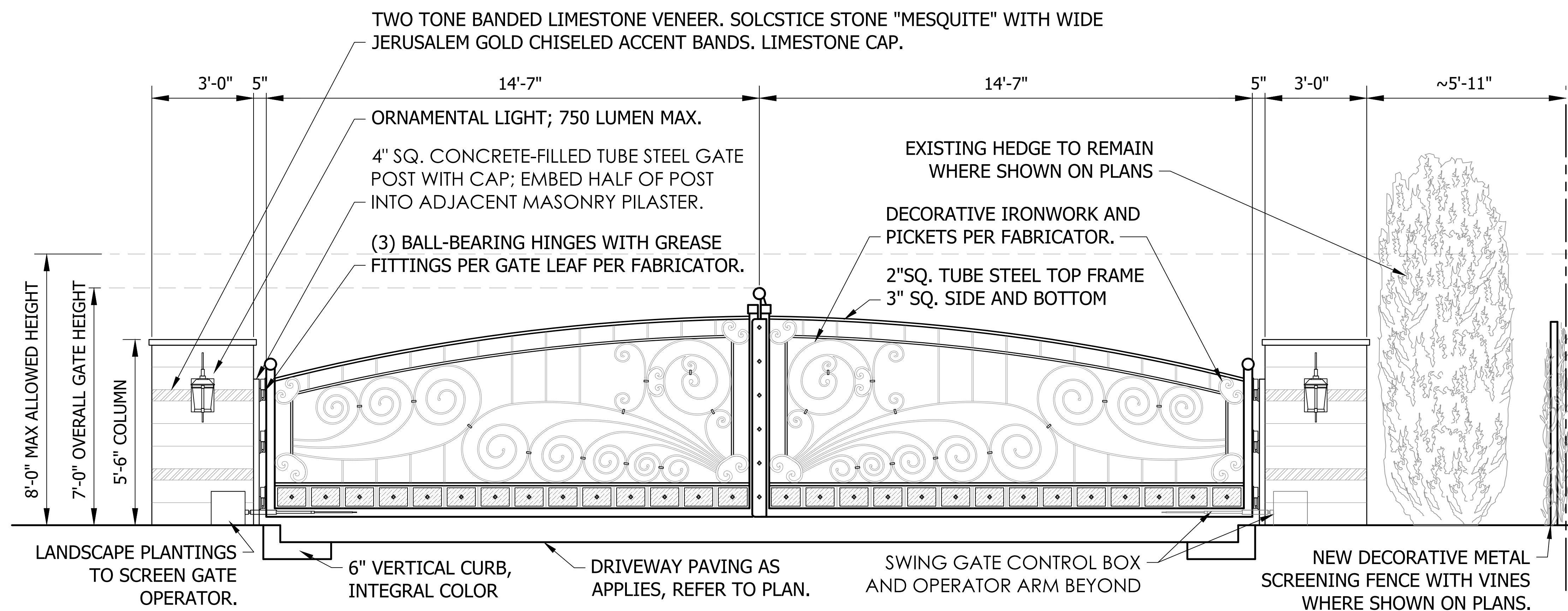
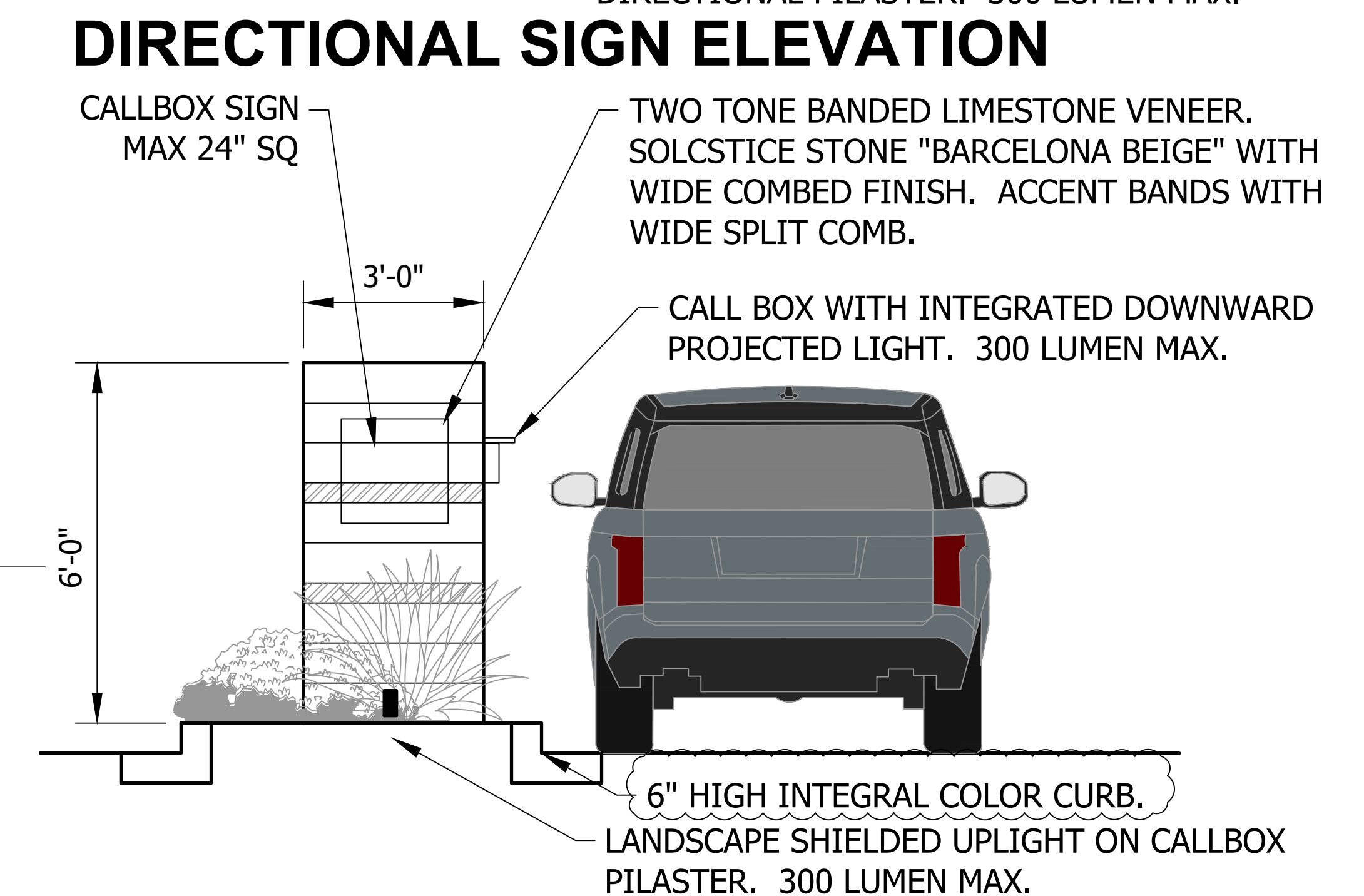
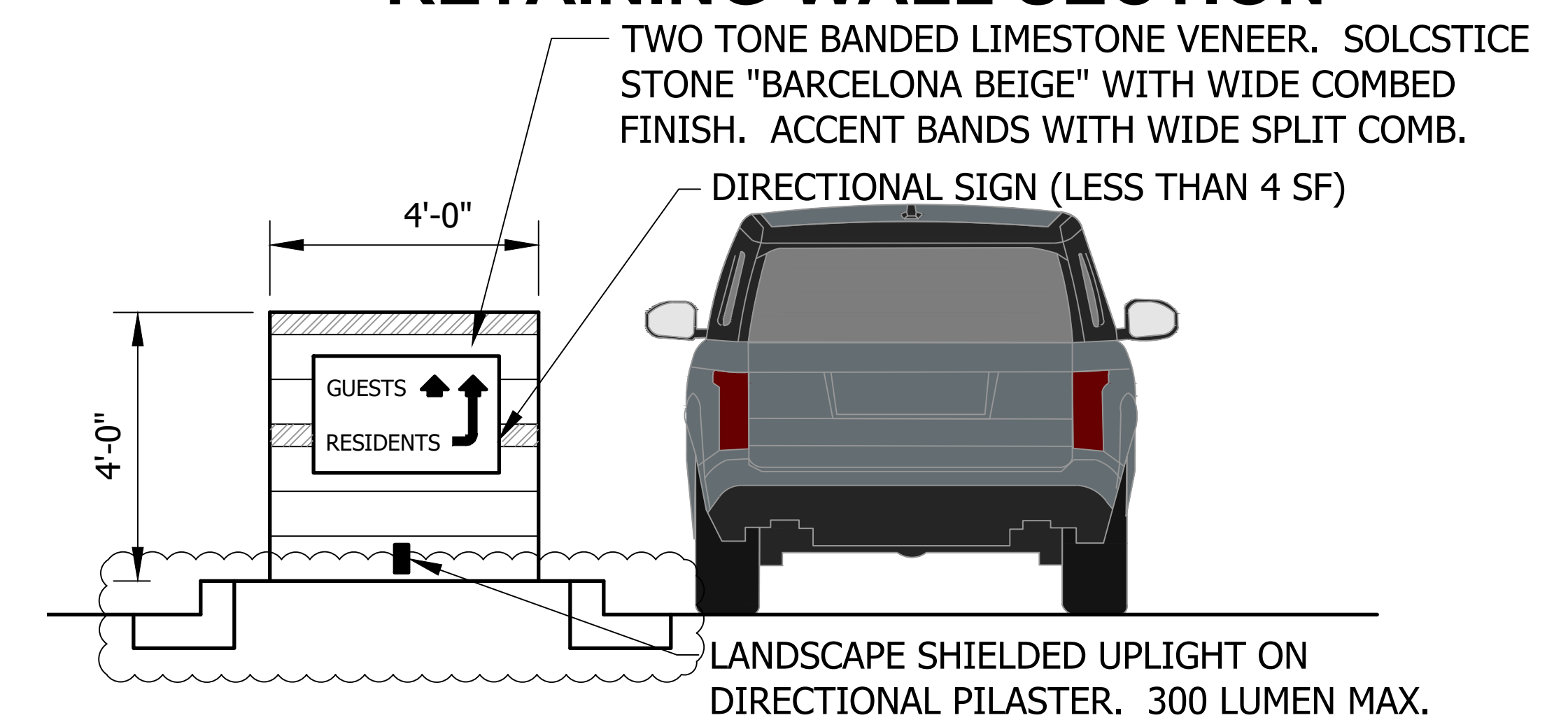
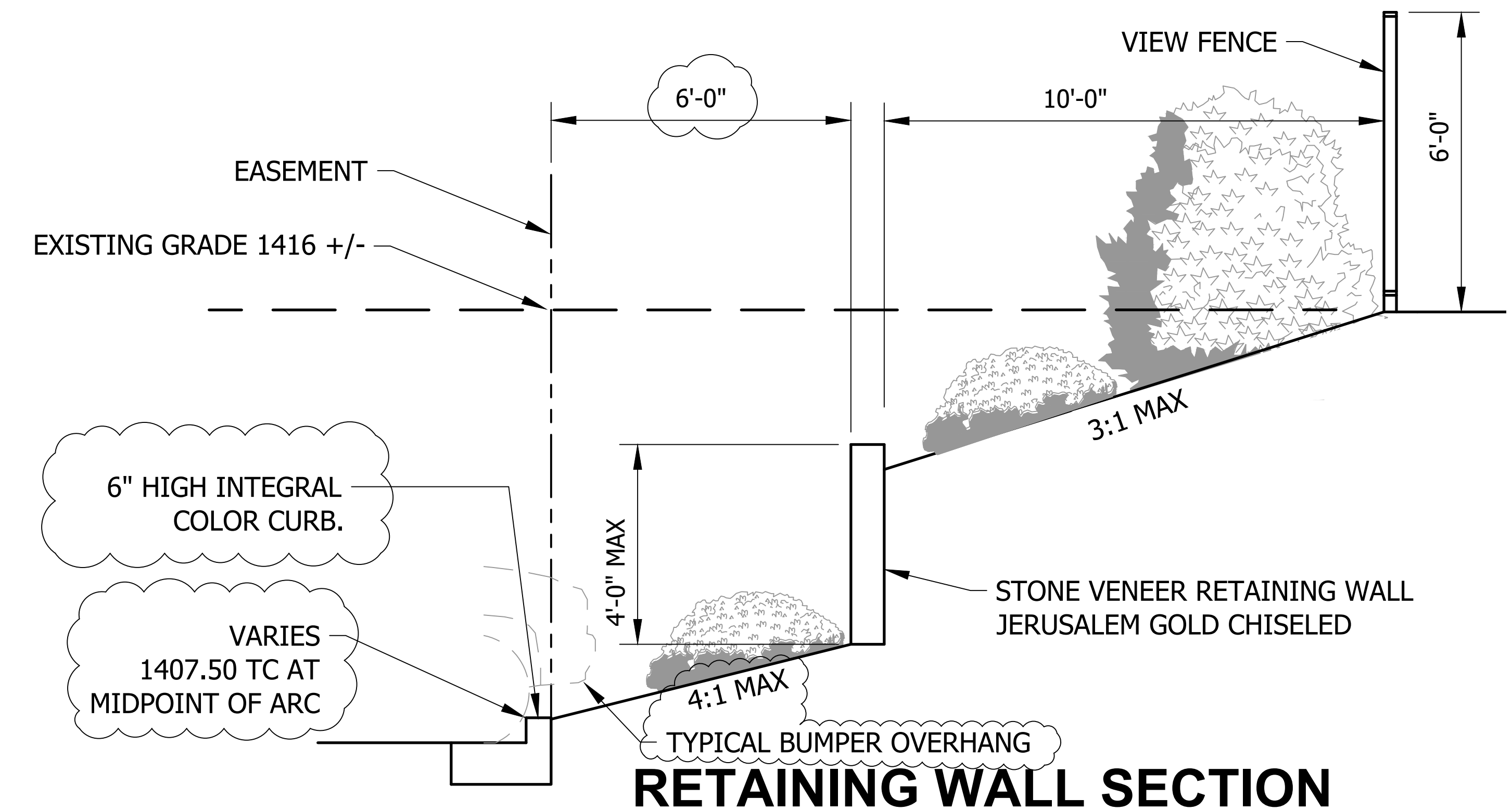


East Cottontail Run Road SUP
Gated Entry Conceptual Grading Plan

N:\010214601\CADD\2021 gate SUP\LB.ENTRY.dwg

FEBRUARY 7, 2022





GATE ELEVATION LOOKING EAST

GATE COLOR: DARK BRONZE, LRV < 38%
GATE OPERATOR TO INCLUDE BATTERY BACKUP POWER

SPECIAL USE PERMIT GUIDELINES

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Section 1 General Purpose

The following guidelines should not be construed as an ordinance. These guidelines are a result of joint discussions between the Town Planning Commission and Town Council to provide a generally-accepted vision of appropriate site, bulk, density, perimeter, parking, sign, lighting, and other related standards during the review of a new or amended Special Use Permit for a non-residential development in the Town of Paradise Valley. The nature of the request, the architecture of the development, the unique characteristics of the site, among other factors; may merit less or more restrictive standards as determined during a complete review of each individual request. It should be noted that meeting all the guidelines listed below does not obligate the Town to grant a Special Use Permit or amendment thereto. These guidelines supplement the regulations as set forth in Article XI, Additional Use Regulations and Special Uses, of the Town Zoning Ordinance.

Section 2 Lighting

The following lighting guidelines shall apply to all non-residential properties requiring a Special Use Permit.

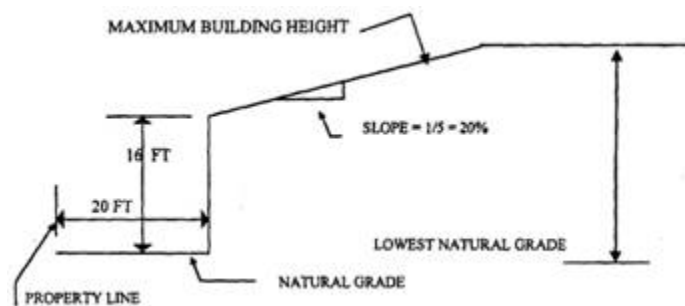
- a. Outdoor lighting shall be permitted so long as:
 - i. the light emitting element is shielded so that no beam of light extends above a horizontal plane placed at the lowest level of any exposed portion of the light emitting element; and
 - ii. the light emitting element and reflecting device of all lighting or illumination units is hooded or shielded so that it is not visible from any adjacent lot or real property; and
 - iii. such outdoor lighting or illuminating units do not direct light, either directly or through a reflecting device, upon any adjacent real property.
 - iv. uplighting shall be permitted so long as no Luminaire is greater than 300 Lumens.
- b. Outdoor pole lighting shall be permitted subject to the provisions of subsection A.8.a of this section so long as:
 1. the height of such lights or illumination does not exceed 16 feet measured from the natural ground level; and
 2. Each lighting or illuminating device shall be set back from the nearest property line a distance equal to or greater than the height of the device above natural ground level.

- c. Outdoor light levels, measured in foot candles or equivalent Lux in accordance with Illuminating Engineering Society of North America (IESNA) standards, shall not exceed the following levels in the locations specified:
 - i. parking lots – 1.6.
 - ii. entrance roadways, interior driveways and drop off areas – 5.0.
 - iii. adjacent to service buildings and loading docks – 5.0.
 - iv. in conjunction with architectural lighting adjacent to all other structures – 3.0.
 - v. outdoor pool decks and function areas – 5.0.
 - vi. outdoor dining areas – 10.0.
- d. No outdoor lighting shall be permitted within any setback area adjacent to a residential property unless:
 - i. the lighting measured at the property line does not exceed 0.5 foot candles; and
 - ii. all light emitting elements are less than three (3) feet in height.

Section 3 Open Space Criteria

The following Open Space Criteria shall apply to all non-residential properties requiring a Special Use Permit. To maintain view corridors around the perimeter of a property, building heights shall be limited around property lines. No building shall penetrate an imaginary plane beginning at 16 feet above the natural grade and 20 feet from exterior property lines, which plane slopes upward at a ratio of one foot vertically for each five feet horizontally measured perpendicular to the nearest property line, as illustrated in Figure 3-1. This limitation shall apply until the maximum allowable height is reached. All height measurements shall commence at the ground elevation at the 20-foot beginning line. Building height measurements shall be taken from the high points of the structure to the closest point on the 20-foot beginning line perpendicular to that portion of the structure. Notwithstanding the foregoing, no structure shall be located closer to an exterior property line than as otherwise permitted for that use.

Figure 3-1



Section 8 Guardhouse, Gatehouse, and Access Control Gates

1. Bulk, density and design standards
 - a. The appearance of the guardhouses, gatehouses, and access control gates and related improvements shall be architecturally and aesthetically compatible with adjacent buildings, structures and landscaping.
 - b. There shall be a turnaround provided outside a guardhouse, gatehouse, or access control gate which shall meet Town standards for cul-de-sacs.
 - c. An access control gate shall be set back a minimum of 150 feet from the centerline of the nearest intersecting street providing access to the facility.
 - d. Guardhouses and gatehouses shall be no higher than 16 feet in height.
 - e. No guardhouse or gatehouse shall exceed 250 square feet in area.
 - f. No access control gate shall be higher than 8 feet.
 - g. Pedestrian and non-motorized vehicle access shall be provided adjacent to roadway access.
2. Signage
 - a. One wall sign, not to exceed 6 feet in height or 6 square feet in area shall be permitted.
 - b. Ground signs, not to exceed 4 feet in height or 2 square feet each in area shall be permitted.
3. Lighting

Lighting as per Section 2 of the Special Use Permit Guidelines

Background

Special Use Permit (SUP-21-02) for a private roadway gate on East Cottontail Run Road
March 19, 2022

Nearby Properties

There are nine existing homes and one undeveloped parcel which will have access via the private access gate on the existing private East Cottontail Run Road. These include 4820 E Cottontail Run Road (169-08-043), 4928 E Cottontail Run Road (169-08-044H), 5001 E Cottontail Run Road (169-08-053), 5022 E Cottontail Run Road (169-08-044G), 5035 E Cottontail Run Road (169-08-035), 5044 E Cottontail Run Road (169-08-041), 5045 E Cottontail Run Road (169-08-039), 5055 E Cottontail Run Road (169-08-036), and 7201 N Cottontail Run Road (169-08-044B and 169-08-044F). These parcels were annexed into the Town in 1982, and generally existed in their current form since the mid-1950s.

Maricopa County Assessor GIS maps show a North Cottontail Run Road that adjoins East Cottontail Run Road. This “road” is a driveway as it is on an undeveloped flag lot with the same ownership as 7201 N Cottontail Run Road.

There is an existing home at 7211 N Tatum Boulevard with its driveway on Tatum Boulevard. This property is comprised of several parcels including Maricopa County Tax Parcel 169-08-038 that adjoins the 7201 N Cottontail Run Road properties. None of the deeds with the parcels associated with 7211 N Tatum Boulevard show legal access over the North or East Cottontail Run Roads.

General Plan

The Town's 2012 and 2022 General Plan designates this area as Low Density Residential and private road as Open Space. The 2012 General Plan and 2022 General Plan both discourage private roadway gates. However, the Town has over the years approved 25 gated communities. These gated communities tend to adjoin major and minor arterials or exhibit unique locational characteristics. The proposed private roadway gate accesses off Tatum Boulevard, a major arterial road. Also, this grouping of homesites is cutoff from nearby public streets since it is surrounded by the Paradise Hills subdivision platted in 1953 encompassing the Paradise Valley Country Club and its golf course. Some 2022 policies that may apply to this request are noted below.

- M.1.13. The Town shall discourage the installation of private roadway gates but may accept the development of private roads that meet the Town's minimum standards for design and maintenance.
- CC&H 1.1 Recognizing that the Town of Paradise Valley is home to many smaller neighborhoods that contribute to the Town's cultural fabric, the Town shall strive through community outreach at the neighborhood level to address issues and work to preserve and enhance their distinctiveness, identity, and livability.

Background

Special Use Permit (SUP-21-02) for a private roadway gate on East Cottontail Run Road
March 19, 2022

Zoning

The Town's zoning for this area is R-43, Single-Family Residential. Except for 7117 N Tatum Boulevard, the homesites within the proposed gate are hillside pursuant to Figure 1, Hillside Development Area, map in the Zoning Ordinance.

Prior Applications

The owner of the private road sought to gate the private roadway in 2013. The 2013 Special Use Permit application focused on placing two 12-foot tall gates (later changed to 8-foot tall) 305 feet from the centerline of Tatum Boulevard (275 feet from back of curb), with the turnaround at the private intersection of North Cottontail Run Road and East Cottontail Run Road at a radius of 24 feet (later modified to 32 feet). The application received a 5 to 2 Planning Commission recommendation for approval, but the applicant withdrew the request. Comments noted included desire for a larger turnaround radius, proposed palm trees blocking views, and the location of the call box impacting vehicle stacking.

The owner of the private road sought to gate the private roadway again in 2014. The 2014 Special Use Permit application focused on placing two 8-foot tall gates 180 feet from the centerline of Tatum Boulevard (150 feet from the back of curb), with a turnaround easement adjoining the driveway for 7117 N Tatum Boulevard at a radius of 32 feet, and a radius of 40 feet to a 6-foot to 10-foot tall retaining wall for erosion protection of the turnaround. The applicant continued the request three times. Due to the length of time, the application expired. Comments noted included discussions over vehicle stacking and the need for sufficient turnaround for emergency vehicles, softening the retaining wall with landscaping, and vehicle stacking concerns with the location of the call box being approximately 85 from the back of curb along Tatum Boulevard. For historical reference, prior plan excerpts follow.



Chitalpa



Elm



Olive



Dwarf Chamaerops



Sour Orange



Hop Bush



AZ Rosewood



Little Ollie



Boxwood



Mineature Rose



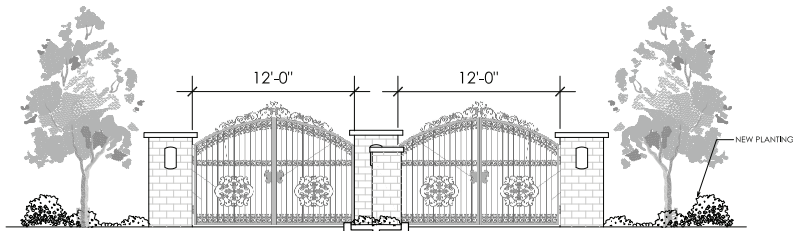
Purple Lantana



Natal Plum



Annuals



1 COTTONTAIL RUN EAST GATE LOCATION - SECTION VIEW

0 4' 8' 12'
Scale: 1" = 4'-0"

PLANT MATERIALS LEGEND

Sym. Plant Name Size

Trees



- Chitalpa tashkentensis* Chitalpa 48"-60" box
- Olea europaea 'Svan Hill'* Sweet Olive 48"-60" box
- Ulmus parvifolia 'True Green'* True Green Elm 48"-60" box

Shrubs

- Citrus aurantium* Sour Orange Hedge 15 gal.
- Dalmanea viscosa* Hop Bush 15 gal.
- Ficus microphylla* Korean Rosewood 15 gal.
- Carissa grandiflora* Natal Plum 5 gal.
- Olea europaea 'Montro'* Little Ole Olive 5 gal.
- Buxus microphylla* Korean Rosewood 5 gal.

Accents

- Chamaerops humilis* Med. Fan Palm 15 gal.
- Rosa chinensis* Red Miniature Rose 5 gal.

Groundcovers

- Lantana montevidensis* Purple Lantana 1 gal.

MASS PLANTING

ANNUALS, COLOR TO BE SELECTED BY LANDSCAPE ARCHITECT.

INERTS

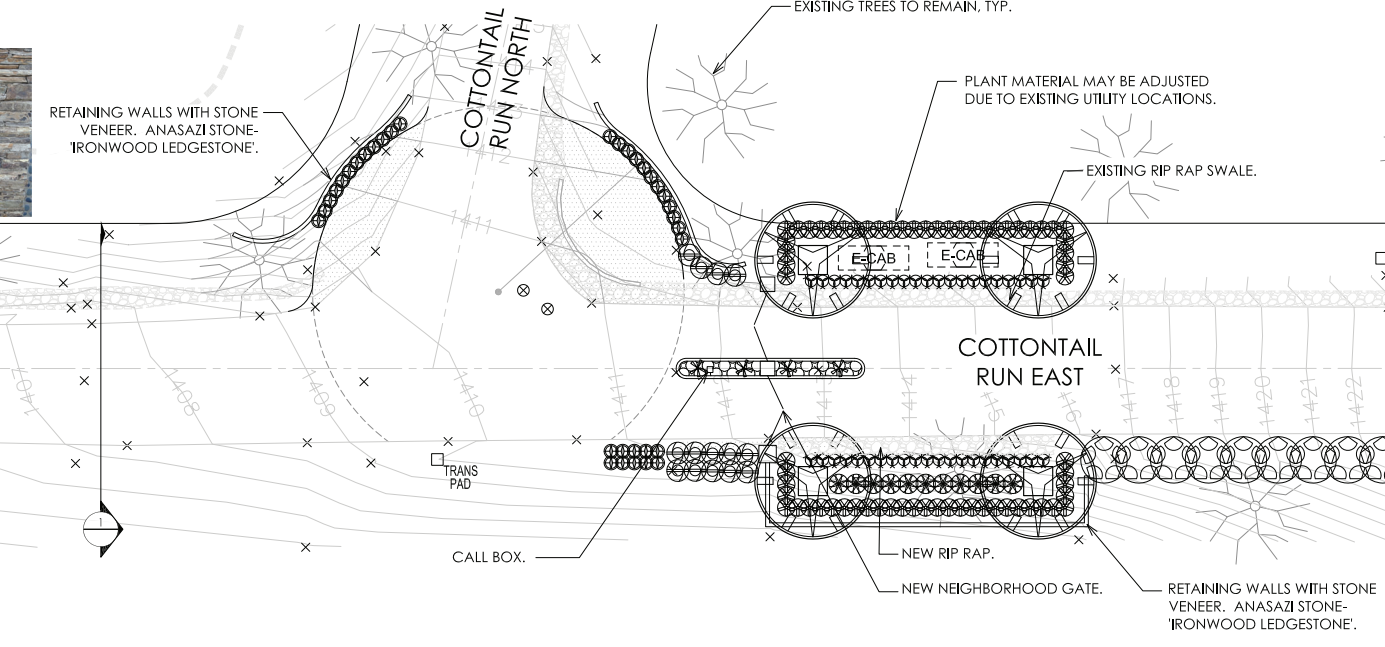
Sym. Description

- DESERT COBBLE GROUND COVER

NOTES:

- ALL PLANTS SHALL BE WATERED WITH AUTOMATIC DRIP IRRIGATION SYSTEM.
- ALL LANDSCAPE AREAS EXCLUDING TURF TO BE COVERED WITH CRUSHED ROCK.
- LANDSCAPE ARCHITECT TO APPROVE FINAL GRADING. PLANTING SHALL NOT OCCUR UNTIL FINAL GRADING IS APPROVED.
- ALL SHRUBS TO BE PLANTED 3'-0" MIN. AWAY FROM EXISTING OR FUTURE WALLS.
- ALL TREES TO BE PLANTED 5'-0" MIN. AWAY FROM EXISTING OR FUTURE WALLS.
- WHERE POSSIBLE, ALL TREES & SHRUBS TO BE PLANTED 2'-0" MIN. AWAY FROM WALKS & CURBS.
- PLANT MATERIAL SHALL BE ADJUSTED IN FIELD TO AVOID TREE ROOT BALLS.

-164-



COTTONTAIL RUN EAST GATE LOCATION - SCHEMATIC PLANTING ENLARGED PLAN VIEW

0' 10' 20' 30'
Scale: 1" = 10'-0"

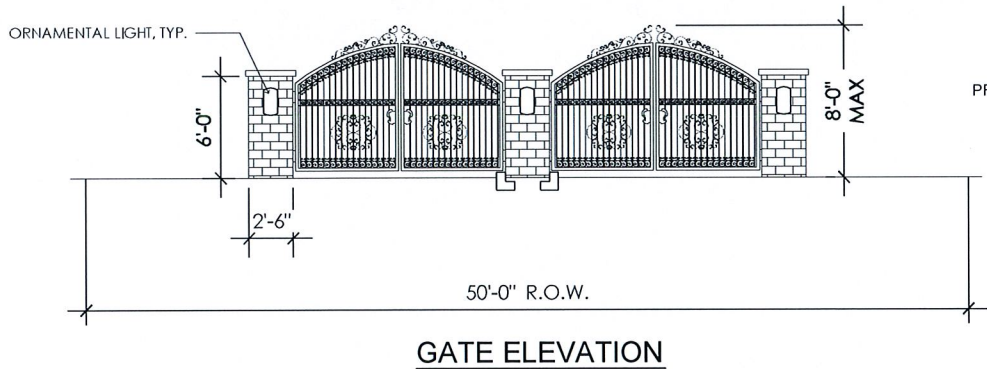
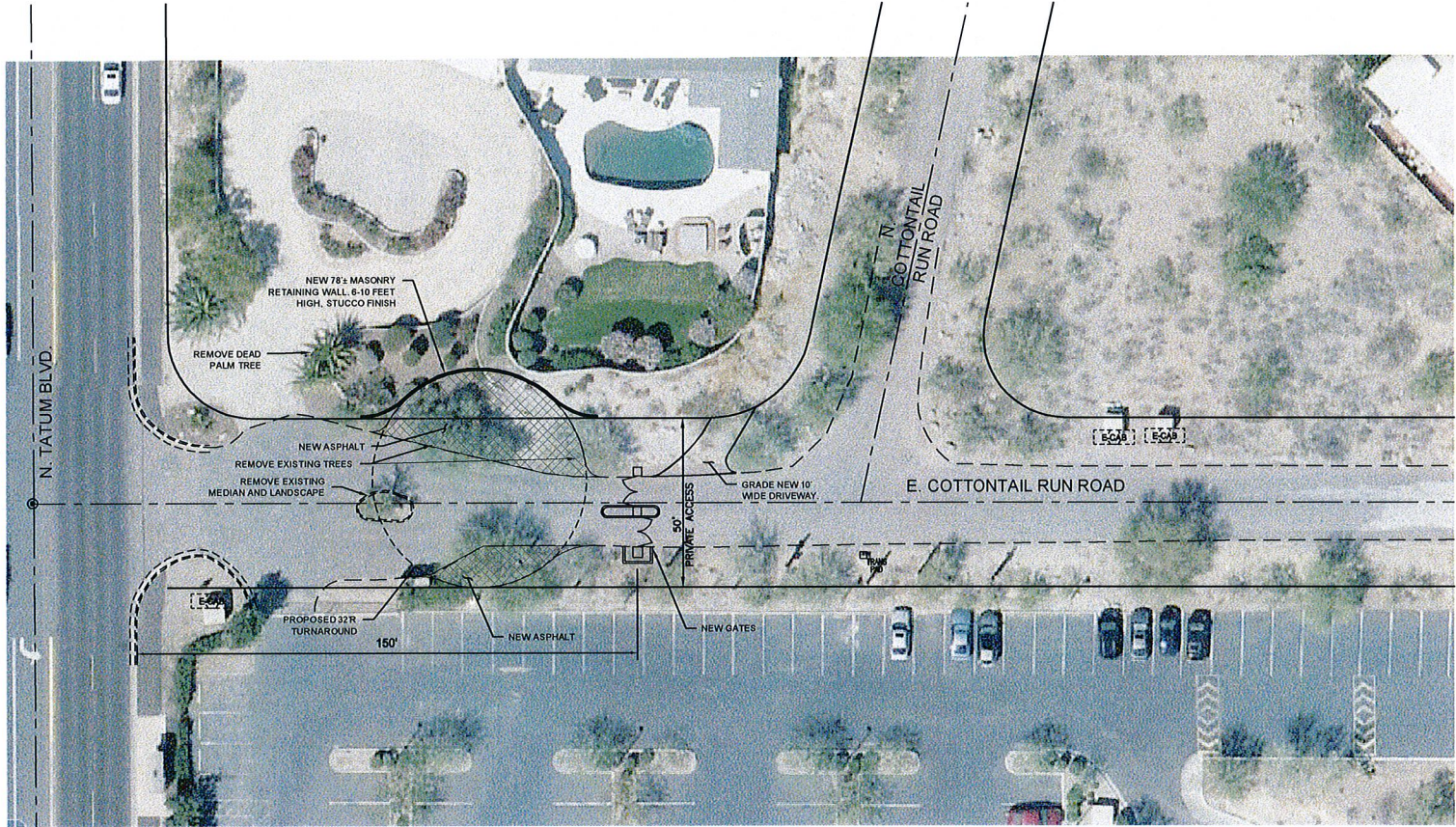
DRAFT

GREY PICKETT
landscape architecture
1001 N. GILBERT ST.
SUITE 100
PHOENIX, ARIZONA 85012
480.400.0000 • 480.400.0001

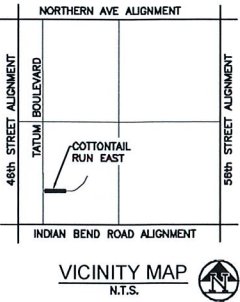
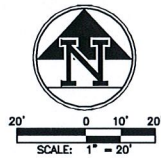
Cottontail Run East Gates
Paradise Valley, AZ

revision:
11.a. 9
project #: ARE001
scale:
nd for:
11.a. 9
date:
2013
drawn by:
TEAM
rwing:

TURNAROUND EXHIBIT
FOR
EAST COTTONTAIL RUN ROAD
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2
NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN
MARICOPA COUNTY, ARIZONA



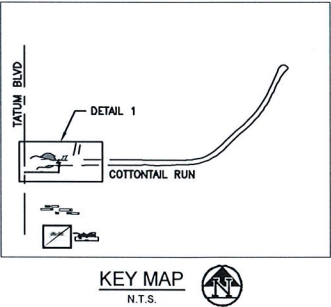
DETAIL 1
PROPOSED TURNAROUND



ENGINEER
COE & VAN LOO CONSULTANTS, INC.
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: 602.284.8931
CONTACT: RYAN WEED, P.E.

BENCHMARK
LOCATED AT THE INTERSECTION OF INDIAN BEND ROAD &
TATUM BOULEVARD
FOUND BRASS CAP FLUSH
ELEVATION = 1419.80 (NAVD88)

ASSESSOR'S PARCEL NUMBER
169-08-044J & 169-08-044F






 CVL CONSULTANTS Civil Engineering Surveying Landscaping Water/Waste Treatment Land Survey 4550 N. 12th Street Phoenix, AZ 85014 Phone: 602.284.8931 Fax: 602.284.8932 Web: www.cvl.com	DATE	
	REVISION	
	NO.	
	Coe & Van Loo Consultants, Inc.	
TURNAROUND EXHIBIT		 1ST SUBMITTAL DESIGN: J.P. DRAWN: J.P. CHECK: RYAN WEED SHEET NUMBER 1 OF 1 CVL Department Land CVL Project # 01602 14601 CVL File
COTTONTAIL RUN EAST		
PARADISE VALLEY, ARIZONA		
 Call at least two full working days before you dig to find out what is below the ground. 1-800-485-8111 Arizona 811 Digging Right. One Stop for Locating All Utilities in Maricopa County (602) 970-1100		

EXHIBIT 1A



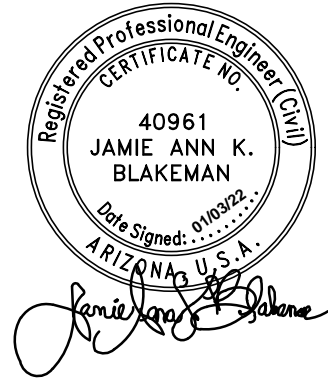
To: Doug Jorden
Jorden Law Firm, P.C.

From: Jamie Blakeman, PE, PTOE

Job Number: 20.5141.001

RE: Cottontail Run Road Vehicular Entry Gate
Traffic Study

Date: January 3, 2022



INTRODUCTION

Lōkahi, LLC (Lōkahi) has prepared a Traffic Study analyzing the traffic impacts of installing a vehicular gate on East Cottontail Run Road, approximately 220 feet east of Tatum Boulevard, just west of North Cottontail Run Road, in the Town of Paradise Valley, Arizona. See **Figure 1** for the vicinity map.

East Cottontail Run Road is a private roadway that is located immediately north of the Paradise Valley Country Club. The roadway is owned by the owner of the property located at 5000 E. Cottontail Run Road. East Cottontail Run Road provides access to ten (10) single family residential units.

The objective of this Traffic Study is to analyze the traffic impacts associated with the installation of the proposed vehicular gate, including the proposed geometrics, emergency vehicle accommodation, and queuing.

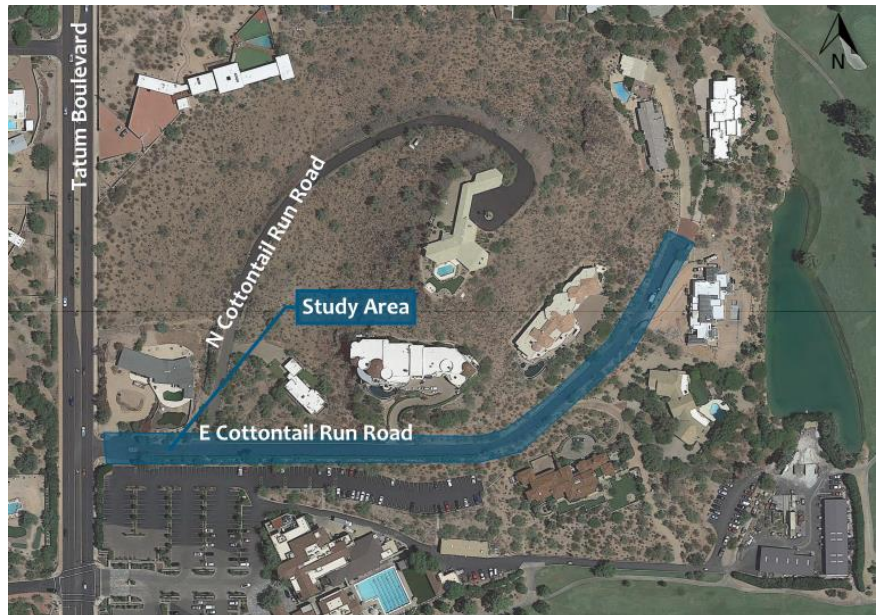


Figure 1 - Vicinity Map



BACKGROUND

East Cottontail Run Road, within the study area, terminates approximately one-quarter mile north-east of Tatum Boulevard, at an existing cul-de-sac. The proposed gate located just west of North Cottontail Run Road will serve nine (9) existing single family residential units along East Cottontail Run Road.

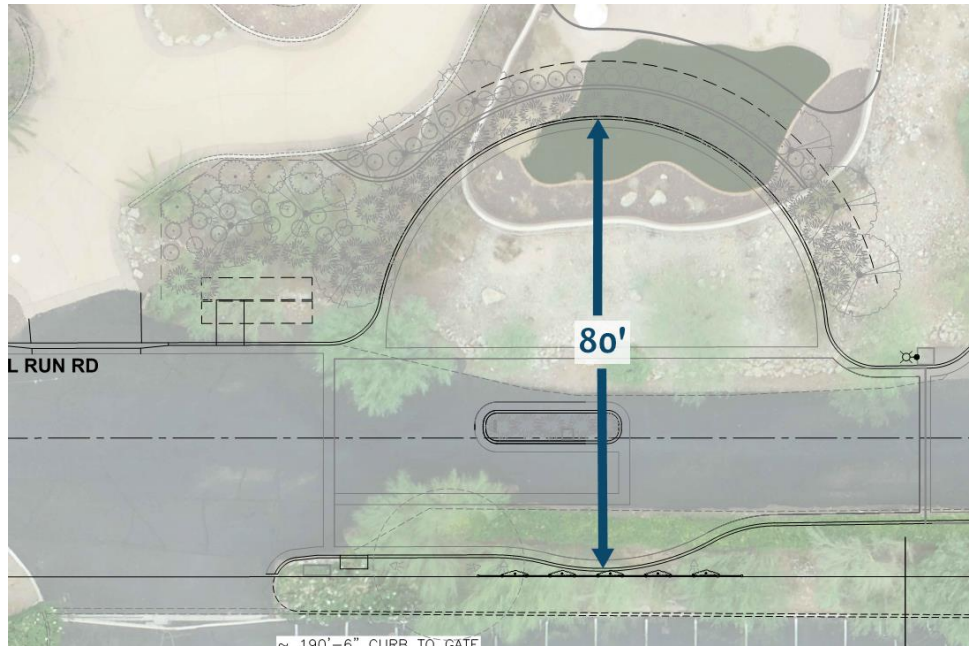


Figure 2 – Schematic Layout with a 40’ Turnaround

The gated entry will provide a median island where a transmitter and/or keypad will be installed to allow residents and guests access. Additionally, residents will have a wireless remote that will open the gate. Therefore, residents will be able to activate the opening of the gate as they approach and will not be using the keypad or queue at the gate. For emergency vehicle access, a knox box will be installed.

The Town of Paradise Valley suggests this turnaround be designed with a 40-foot radius, resulting in a maximum dimension of 80-feet. See **Attachment A** for the Town of Paradise Valley’s standards. In addition to the 40-foot radius cul-de-sac standard, the Town of Paradise Valley standards shown in **Attachment A** also provides standards for a “Hammer-Head Turn-Around” and an “Intermediate Turn-Around” driveway entrance for emergency vehicles.

See **Attachment B** and **Figure 2** for a schematic of a potential layout following these design guidelines using the 40-foot radius.

Gated driveway standards for agencies located within the Phoenix Metropolitan Area were researched, including: City of Scottsdale, Town of Gilbert, City of Chandler, City of Mesa, and the City of Phoenix. The proposed gate on Cottontail Run Road would be allowed in all of these municipalities. These standards are shown in **Attachment C**. The minimum approach width for all of these agencies, with the exception of the City of Mesa, is 20-feet, which meets the fire access standards.



EMERGENCY VEHICLE TURNAROUND

Maintaining fire access is critical, including the ability to turnaround. As mentioned previously, a knox box will be installed at the gated entrance for emergency vehicle access. Should a fire truck require an immediate turn around, the existing intersection of East Cottontail Run Road and North Cottontail Run Road should provide adequate space in order of an emergency vehicle to turnaround.

As previously mentioned, the Town of Paradise Valley's standards shown in

Attachment A also provide a standard for an "Intermediate Turn-Around." **Figure 3** shows this standard superimposed on the existing intersection of East Cottontail Run Road and North Cottontail Run Road. See **Figure 3**.

Additionally, a fire truck vehicular turning analysis was performed. A fire truck may perform a three-point turn within the turnaround area or may opt to enter the gate through the knox box, then perform a three-point turn at North Cottontail Run Road. See **Figure 4** and **Figure 5**, respectively.

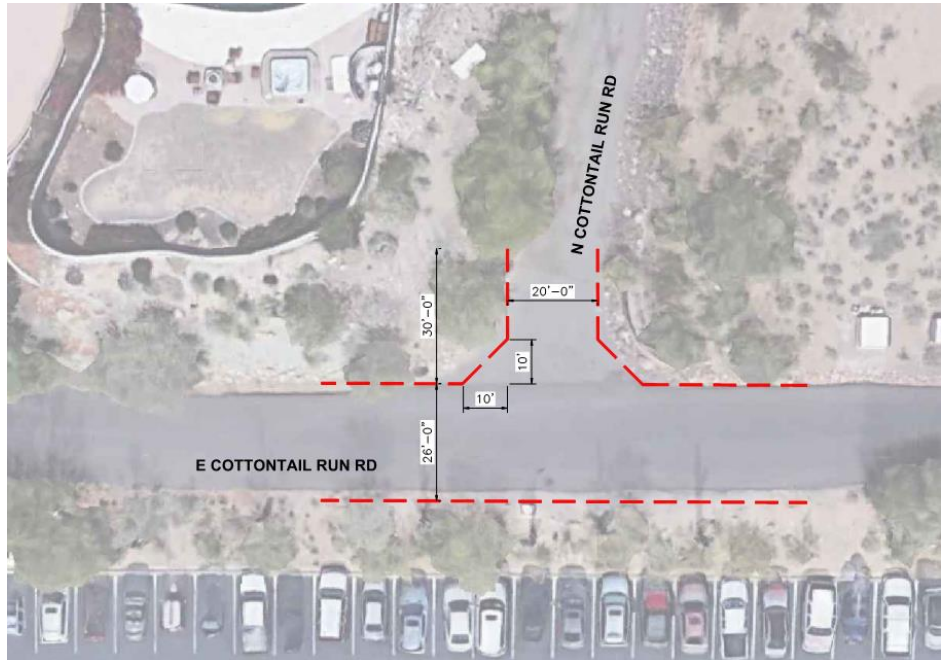


Figure 3 – Intermediate Turnaround

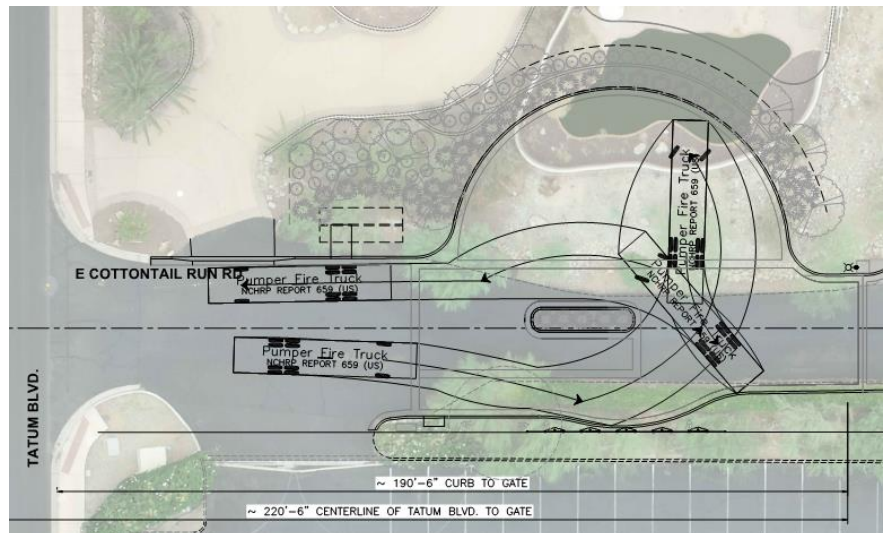


Figure 4 – Emergency Vehicle Turnaround – Template 1

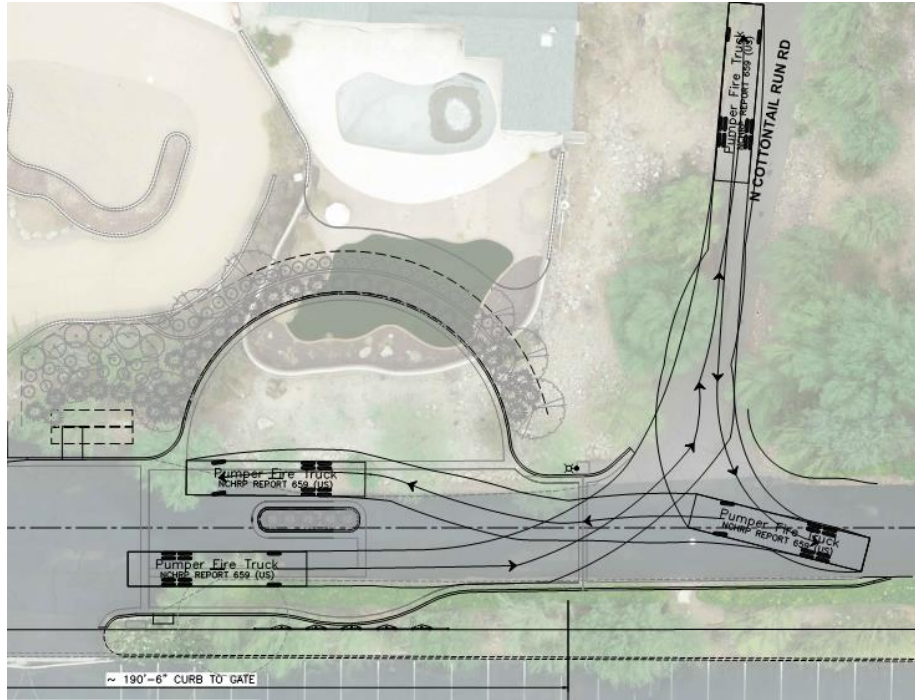


Figure 5 – Emergency Vehicle Turnaround – Template 2

TRUCK WITH TRAILER VEHICLE TURNAROUND

An analysis of the turnaround for a truck with a trailer (landscape vehicle) was also completed. Using the Town of Paradise Valley's 40-foot radial turnaround, a truck with a trailer is able to successfully perform a u-turn. See [Figure 6](#).

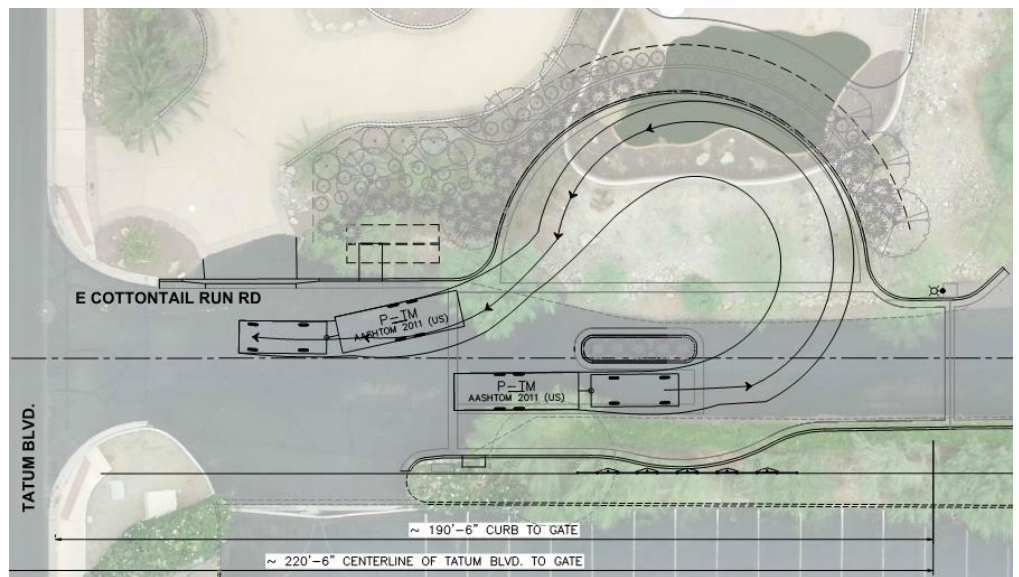


Figure 6 – Truck with Trailer Turnaround



VEHICLE QUEUING

Nine (9) existing single family homes would be located behind the proposed gate. However, as a conservative approach, the trips generated by the 12 single-family residential units was calculated utilizing the Institute of Transportation Engineers (ITE) publication entitled *Trip Generation*, 10th Edition. The ITE rates are based on studies that measure the trip generation characteristics for various types of land uses. The rates are expressed in terms of trips per unit of land use type. This publication is the standard for estimating trips in the transportation engineering profession.

The trip generation for 12 single-family homes, located behind the gate, was calculated utilizing the ITE Land Use 210 – Single-Family Detached Housing. The total trip generation is shown in **Table 1**. See **Attachment D** for the detailed trip generation calculations.

Table 1 – Trip Generation

Land Use	ITE Code	Qty	Unit	Weekday	AM Peak Hour			PM Peak Hour		
				Total	Total	In	Out	Total	In	Out
Single-Family Detached Housing	210	12	Dwelling Units	148	13	3	10	13	8	5

On a typical weekday, 12 single-family residential units are anticipated to generate 148 weekday trips, with 13 trips occurring during the AM and PM peak hours. Of the peak hour trips, three (3) and eight (8) inbound trips are anticipated to occur during the AM and PM peak hours, respectively. The eight (8) inbound trips during the typical PM peak hour represents an average arrival rate of one (1) vehicle every seven to eight minutes.

Normally, there will be one (1) vehicle in queue.



As previously mentioned, residents will have a remote that will open the gate upon approach. Therefore, guests will be the primary user of the keypad. Residents can opt to pass-by to the right of vehicles in queue and enter the gate. Residents should not be contributing to the queue at the keypad, further reducing vehicle queue.

Figure 7 shows two (2) passenger vehicles queued in black.

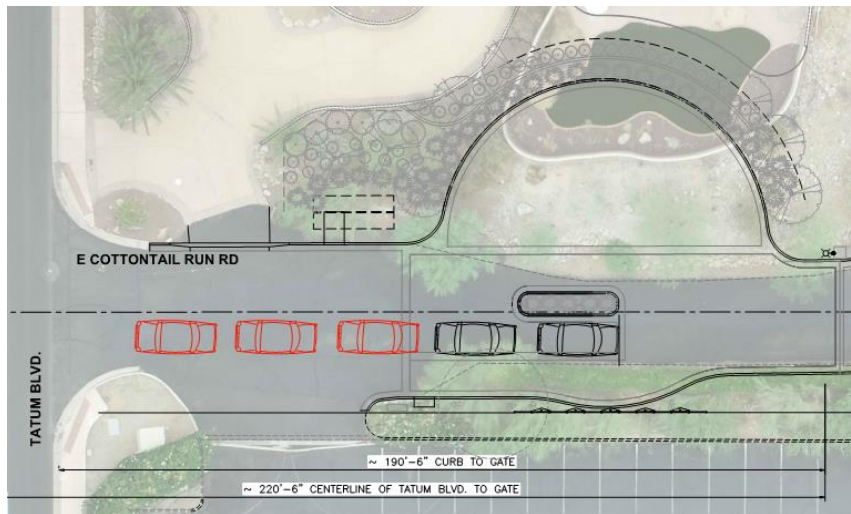


Figure 7 – Passenger Vehicle Queuing

Assuming 20 feet for a vehicle and 5 feet for a gap, which is a considered typical spacing for queuing, there is adequate storage for five (5) passenger vehicles. These additional vehicles are shown in red.

In the event that two (2) landscape vehicles arrive, the queuing of these vehicles is shown in **Figure 8**. Assuming a vehicle and trailer length of 50 feet, and 5 feet for the gap, two (2) landscape vehicles can sufficiently queue. Additionally, this area provides space for an additional passenger vehicle.

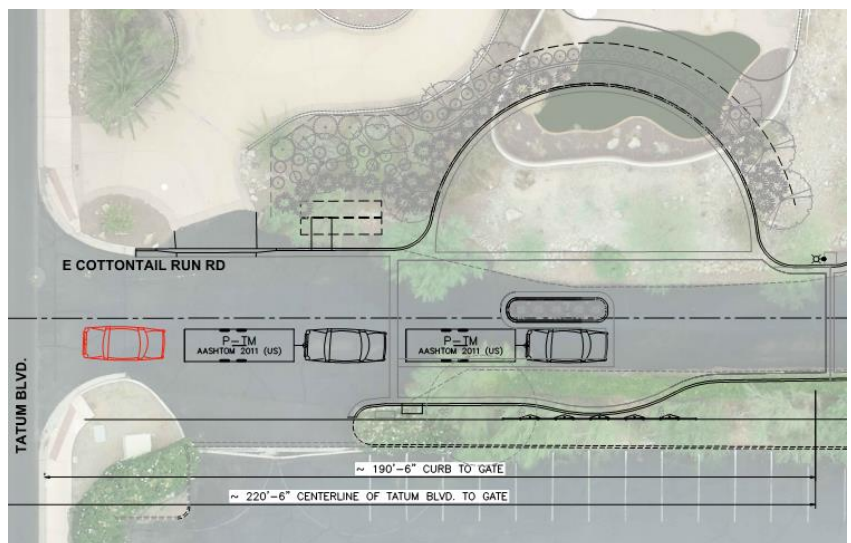


Figure 8 – Vehicle Queuing



SUMMARY

The objective of this Traffic Study is to analyze the traffic impacts associated with the installation of a proposed vehicular gate along East Cottontail Run Road, approximately 220 feet east of Tatum Boulevard, just west of North Cottontail Run Road in the Town of Paradise Valley, Arizona.

Emergency vehicle access is a key item to consider with any gated access. A knox box will be installed for emergency vehicle access at the gated entrance. Town of Paradise Valley standard “Intermediate Turn-Around” driveway entrance for emergency vehicles was superimposed on the existing intersection of East Cottontail Run Road and North Cottontail Run Road, indicating that the existing intersection resembles the Town’s standard driveway entrance for emergency vehicles. In addition, a truck with a trailer is able to successfully perform a u-turn in the turnaround area.

Finally, vehicle queuing at the gate was analyzed based on trip generation calculations. Normally, there will be one (1) vehicle in queue. The storage along East Cottontail Run Road provides up to five (5) passenger vehicles of queuing. Additionally, two landscape vehicles and one passenger vehicle could queue simultaneously. Therefore, there is more than sufficient length of vehicle queuing.

In conclusion, the vehicular gate along East Cottontail Run Road will have no major impacts to traffic operations.



ATTACHMENT A – TOWN OF PARADISE VALLEY STANDARDS

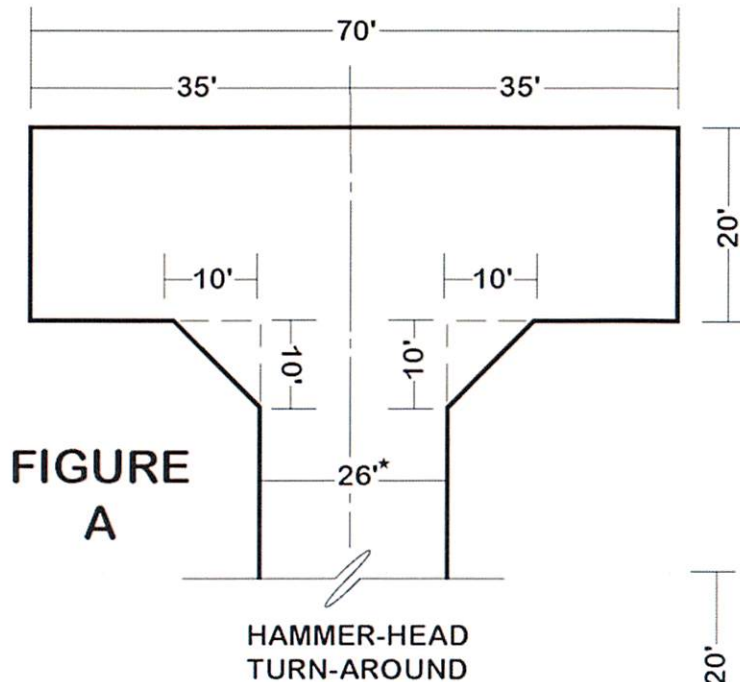




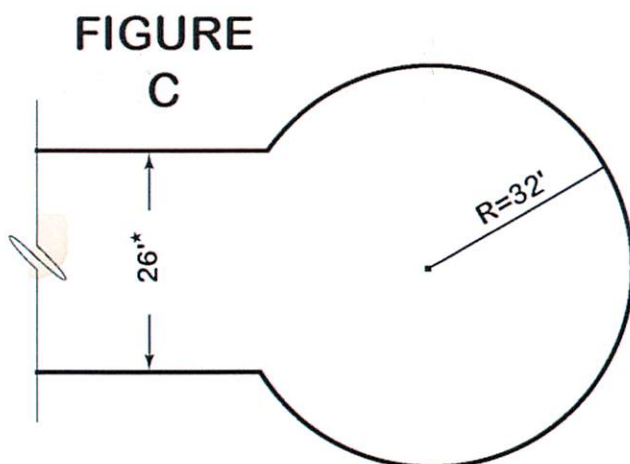
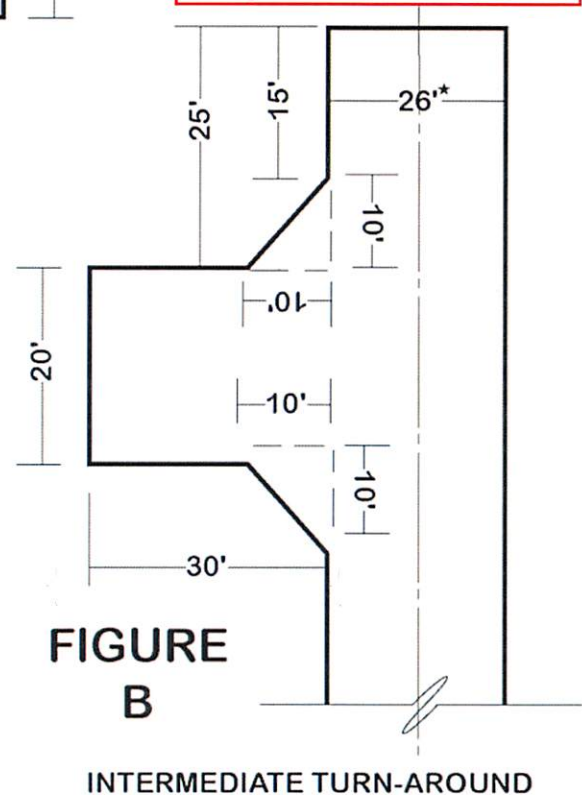
COUNTY OF LOS ANGELES FIRE DEPARTMENT FIRE PREVENTION DIVISION

The dimensions of E91 & E92 - H 11' 2", W 8' 7" & L 34' 1"
T92 - H 10' 3", W 8' 4" & L 31' 9"

FIRE APPARATUS TURNAROUND STANDARD PUMPER



Paradise Valley Town Code requires driveways to single family residences to be 12'

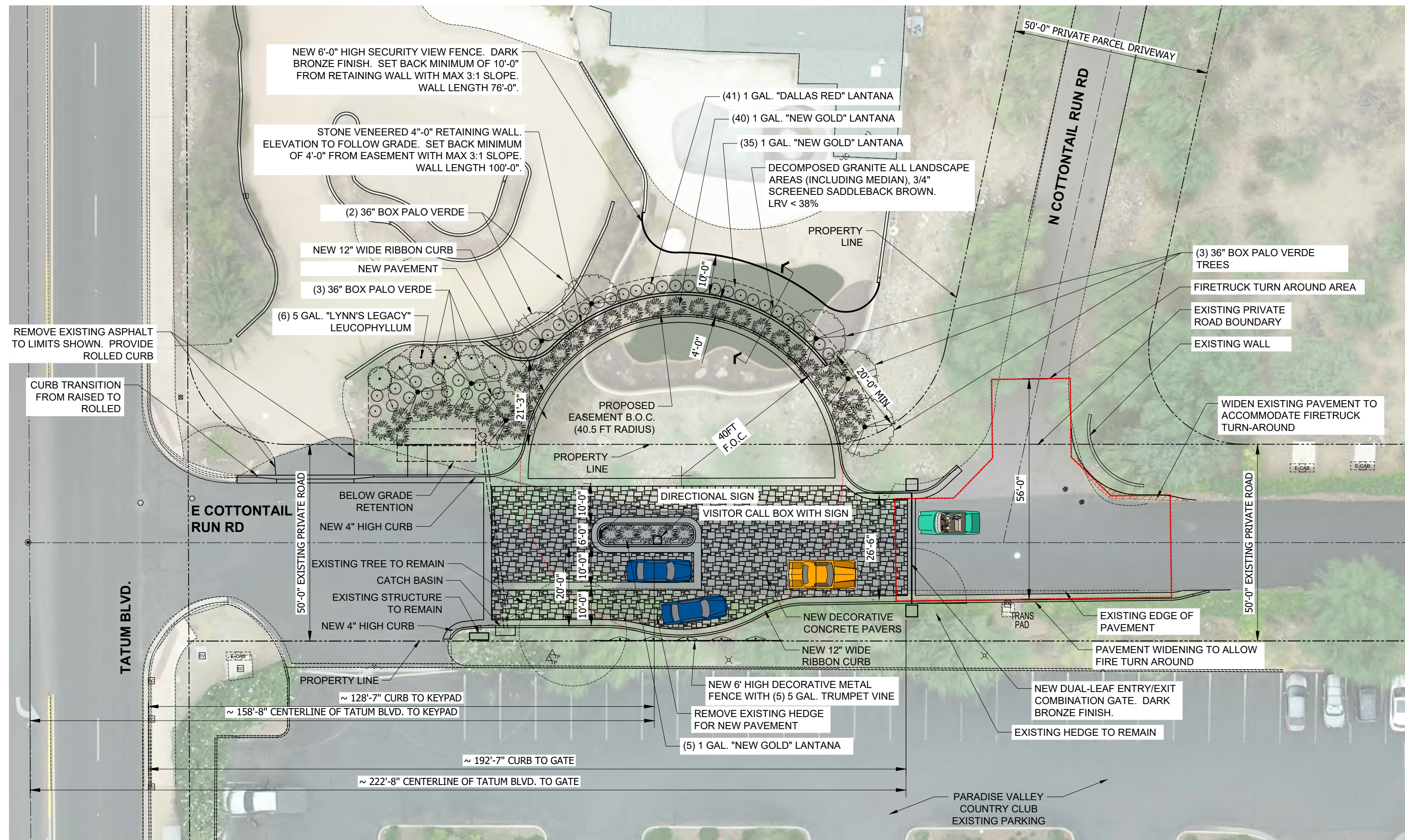


Paradise Valley Town Code Section 6-3-2 B requires cul-de-sac Right of Way radius of 45' and improvements of 40'.

★ MAY BE REDUCED TO 20' FOR SINGLE FAMILY RESIDENCES



ATTACHMENT B – GATED ENTRANCE DESIGN





VINE TRELLIS
(6' TALL MAX)



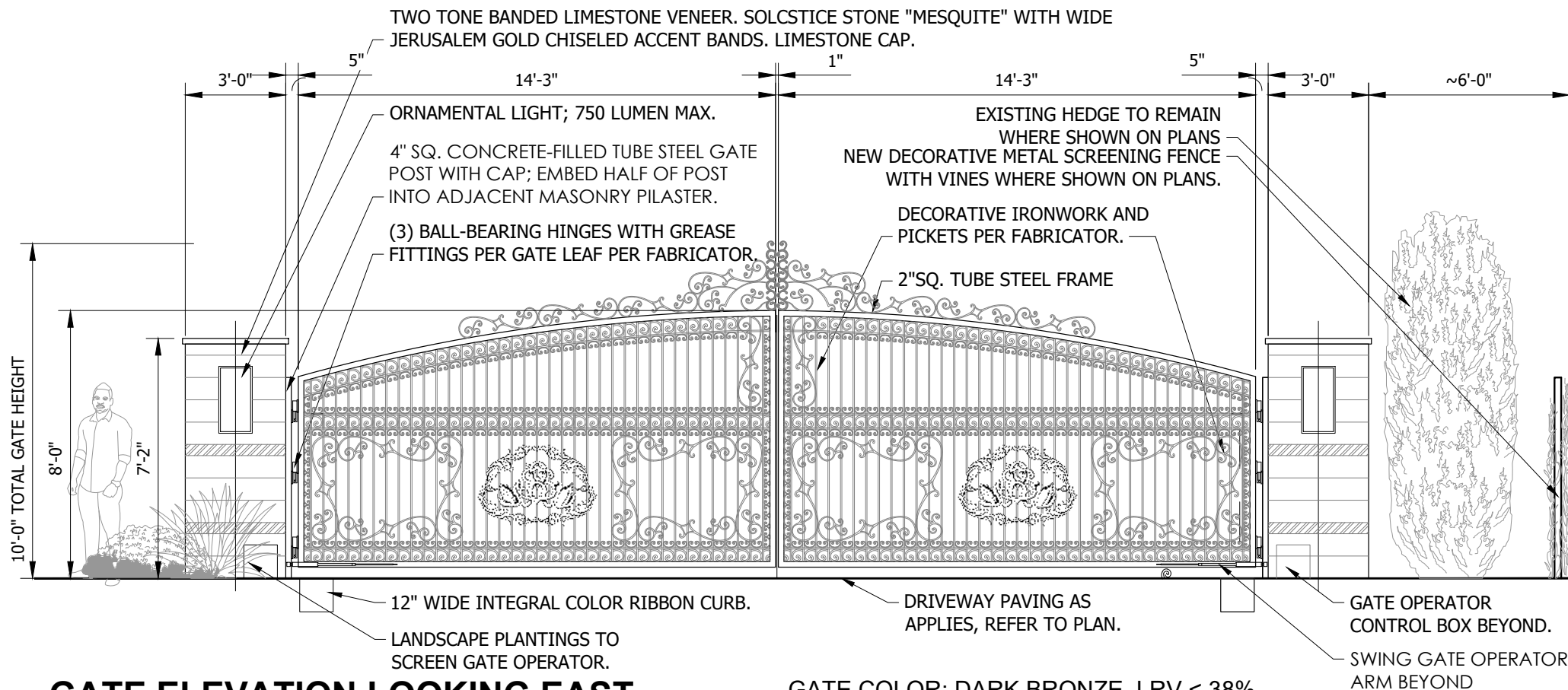
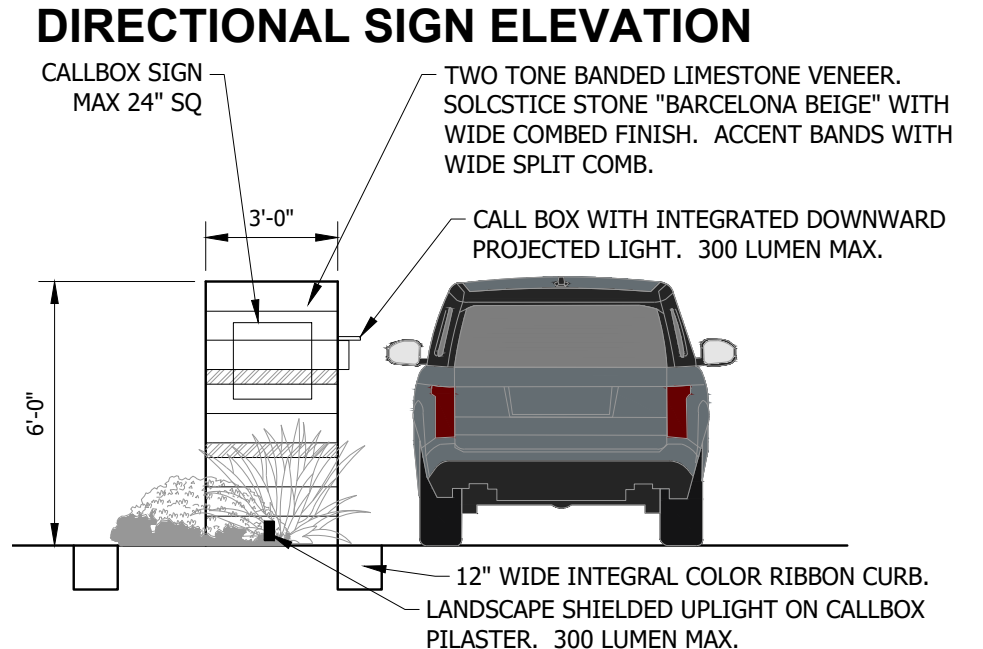
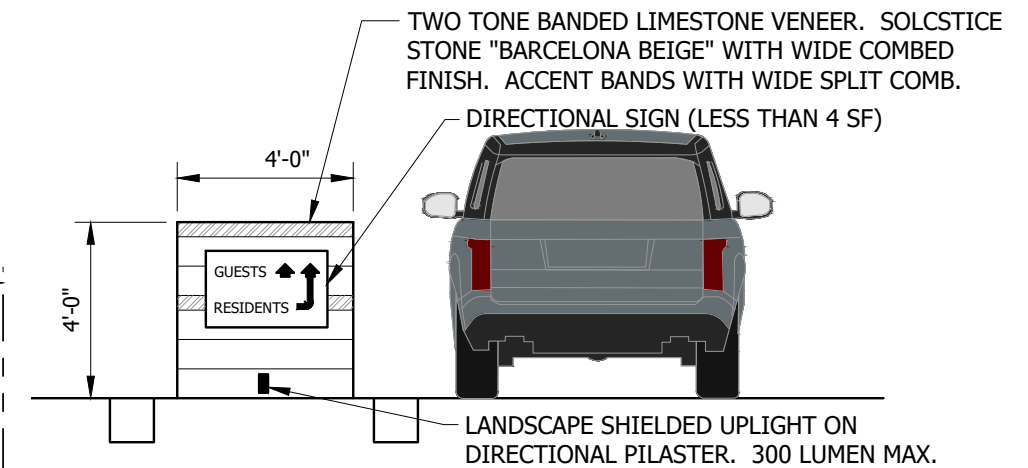
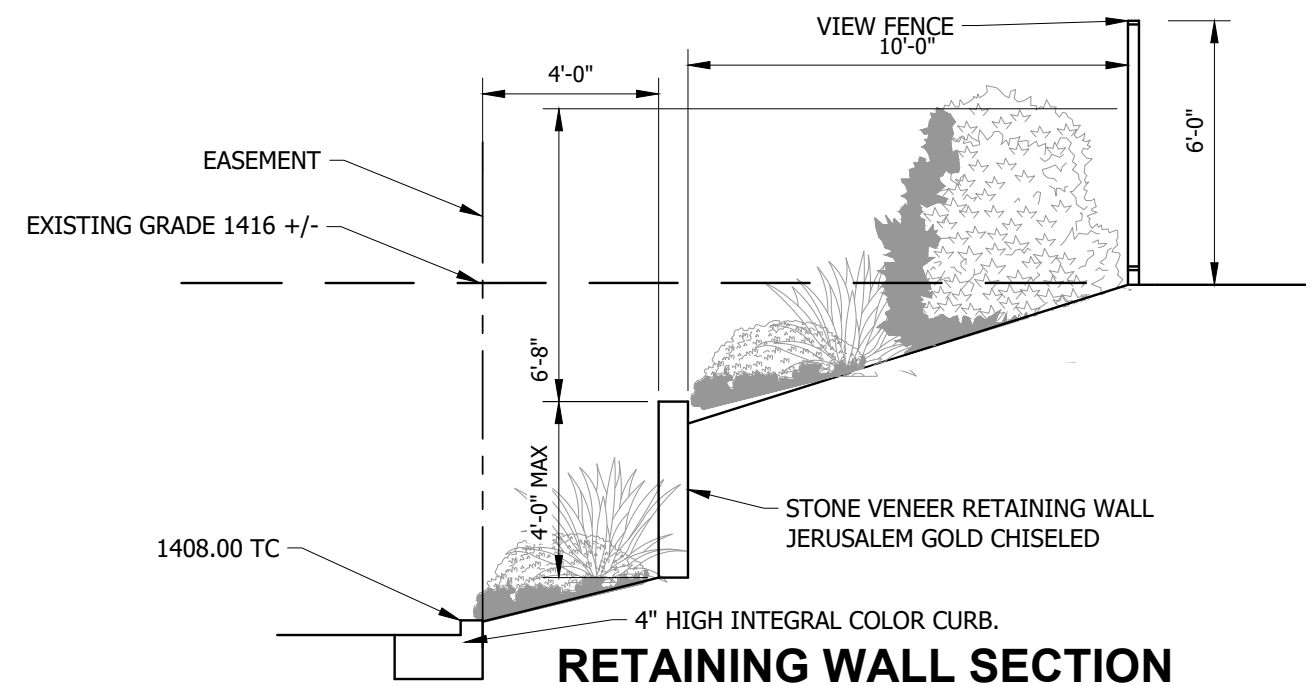
LIGHTS AT GATE
LIGHT SOURCE
HIDDEN IN TOP



STONE VENEER ON COLUMNS AND CALL BOX PEDESTAL
SOLSTICE STONE (LIMESTONE), MESQUITE BRUSHED (LEFT)
AND JERUSALEM GOLD LINE CHISELED (CENTER). PAVERS:
BELGARD MEGA-BERGERAC (RIGHT), TOSCANA COLOR BLEND.
LRV VALUES LESS THAN 38%

PROPOSED MATERIALS

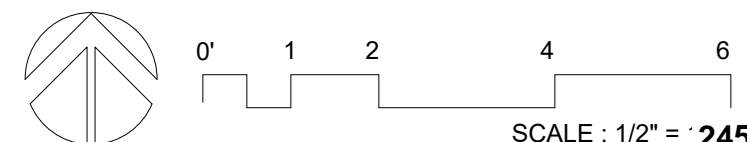
FINAL MATERIALS, COLORS, AND SELECTION MAY VARY FROM IMAGES
SHOWN BUT WILL BE OF SIMILAR QUALITY AND CHARACTER



East Cottontail Run Road SUP Gated Entry Conceptual Elevations

N:\01\0214601\CADD\2021 gate SUP\LB.DETAILS.dwg

NOVEMBER 4, 2021





ATTACHMENT C – LOCAL AGENCY GATED ENTRANCE STANDARDS



RESIDENTIAL GATED ENTRANCE STANDARDS

Gated driveway standards for agencies located within the Phoenix Metropolitan Area were researched, including: City of Scottsdale, Town of Gilbert, City of Chandler, City of Mesa, and the City of Phoenix.

City of Scottsdale

The City of Scottsdale standards are shown in **Figure 1**. Two 20-foot approach lanes are provided with a varying median island and a 25-foot turn around area, which overlaps the egress lane by 5-feet. Assuming a 4-foot median island, this driveway configuration results in a maximum driveway width of 64 feet, occurring at the peak of the bulb-out. **This is 16-feet less than the Town of Paradise Valley's requirements.**

Town of Gilbert

The Town of Gilbert standards are shown in **Figure 2**. Two 20-foot approach lanes are provided with a 4-foot median island and a 25-foot turn around area, which overlaps the egress lane by 5-feet. This driveway configuration results in a maximum driveway width of 64 feet, occurring at the peak of the bulb-out. **This is 16-feet less than the Town of Paradise Valley's requirements.**

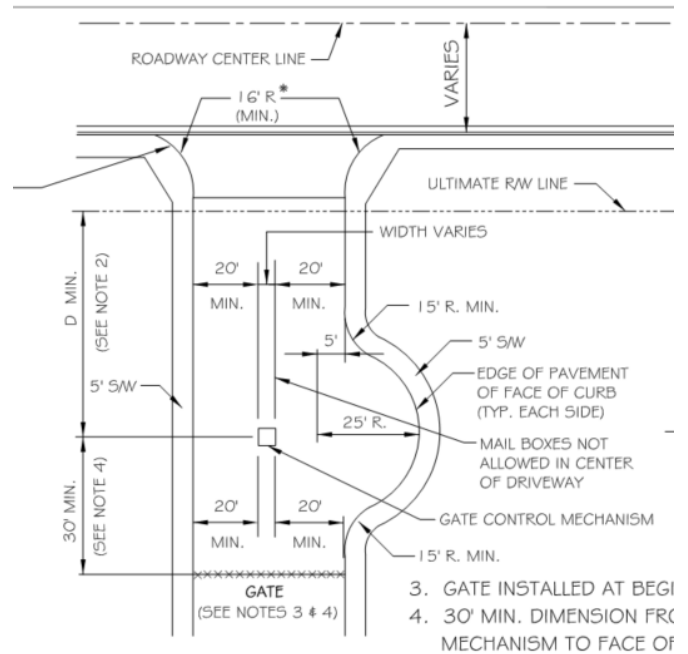


Figure 1 - City of Scottsdale

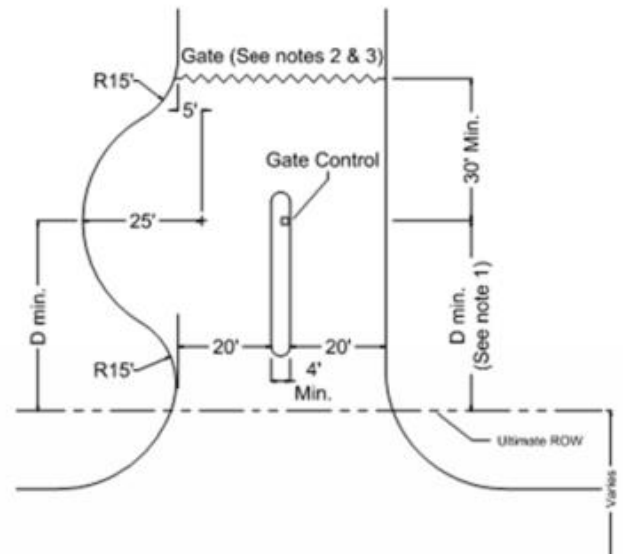


Figure 2 - Town of Gilbert Gated Entrance
Standard Detail



City of Chandler

The City of Chandler standards are shown in **Figure 3**. Two 20-foot approach lanes are provided with a median island of varied width and a 25-foot turn around area, which overlaps the egress lane by 5-feet. Assuming a 4-foot median island, the driveway configuration results in a maximum driveway width of 64 feet, occurring at the peak of the bulb-out. **This also is 16-feet less than the Town of Paradise Valley's requirements.**

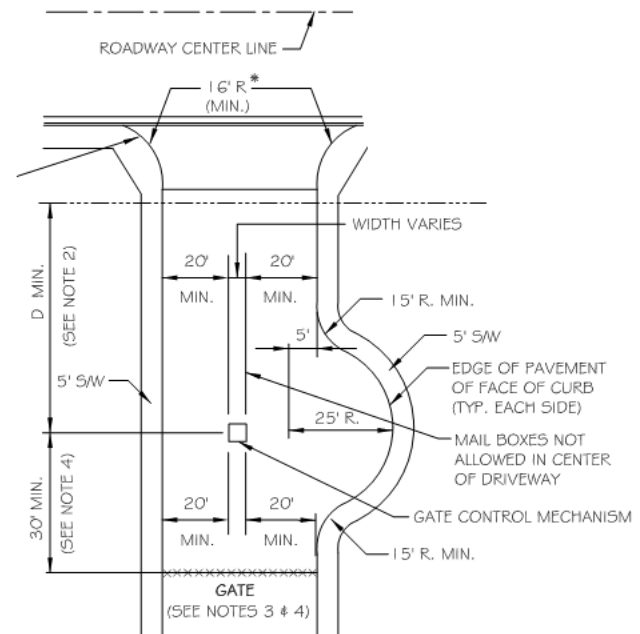


Figure 3 – City of Chandler Gated Entrance Standard Detail

City of Mesa

The City of Mesa standards are shown in **Figure 4**. Similar to the City of Chandler, two 20-foot approach lanes are provided with a median island of varied width and a 25-foot turn around area, which overlaps the egress lane by 5-feet. Assuming a 4-foot median island, the driveway configuration results in a maximum driveway width of 64 feet, occurring at the peak of the bulb-out. **This is also 16-feet less than the Town of Paradise Valley's requirements.**

See **Figure 4** for additional details.

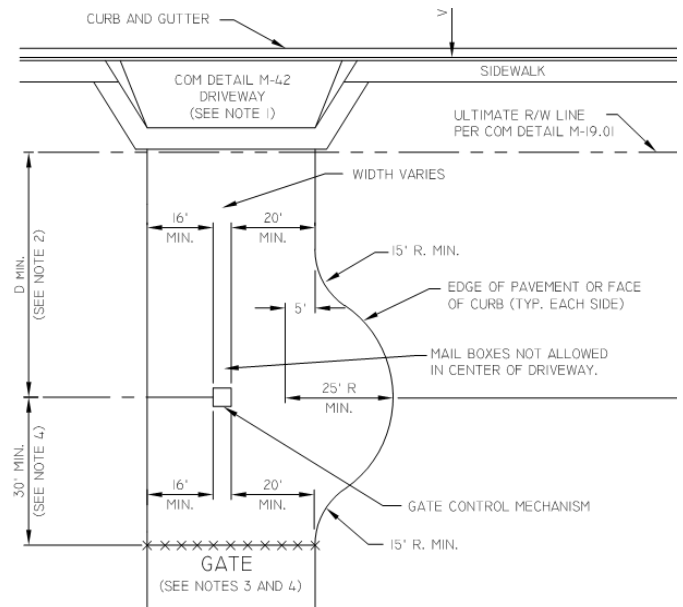


Figure 4 – City of Mesa Gated Entrance Standard Detail



City of Phoenix

The City of Phoenix takes a different approach than these other four municipalities. A standard detail is not provided, rather design guidance is provided. See below:

- Passenger vehicles denied access to the site for any reason shall be enabled to exit the Site with a single forward turning movement. This movement is not to conflict with other vehicles entering the site.
- Service vehicles denied access to the site for any reason shall be enabled to exit the site by

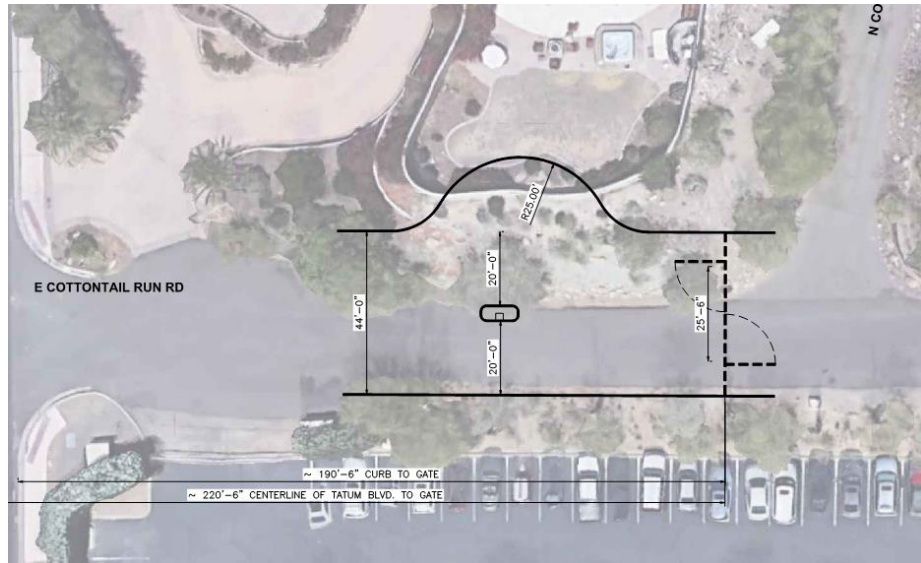
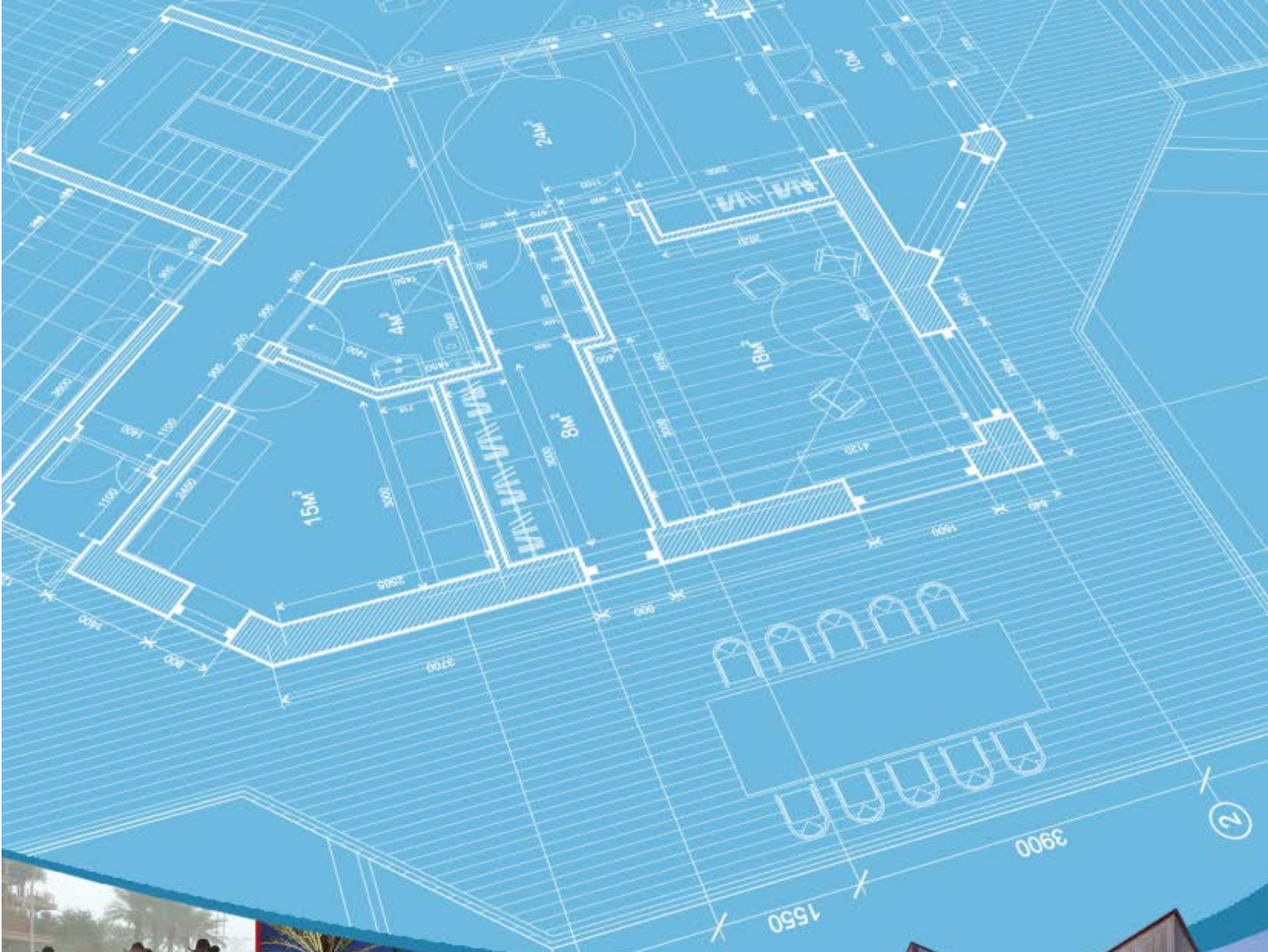


Figure 5 - City of Phoenix

means of a multiple forward and backward turning movement. The first forward motion is to move the vehicle out of the path of any vehicle that may have queued behind it and allow the vehicle to pass, unhindered, into the site.

According to the City of Phoenix Gate Controlled Access Requirements, the City allows site developers to suggest driveway designs that meet the City's requirements.

See **Figure 6** using the guidance of the City of Phoenix, and applying a similar geometric layout as the City of Scottsdale, Town of Gilbert, City of Chandler and City of Mesa. There is significantly less impact to the adjacent properties.



DESIGN STANDARDS & POLICIES MANUAL

ON-SITE CIRCULATION & PARKING AREA DESIGN

2-1.300

In addition to the requirements of the Zoning Ordinance, the following guidelines focus on general and specific techniques to assure safe access, emergency access, and community benefits.

MAJOR DRIVEWAYS

2-1.301

Major driveways provide direct access from the street and into a parking lot with more than 50 spaces, and/or provide the driveway access across the front of a retail center.

Design major driveways:

- A. To have a minimum width of thirty (30) feet from face-of-curb to face-of-curb, and conform to the City of Scottsdale (COS) Maricopa Association of Governments (MAG) details;
- B. Without designated customer and business activity loading areas, and direct parking aisle access near the street intersection;
- C. With adequate vehicle stacking distances where they access public streets;
- D. With adequate site area that will allow fire equipment vehicles to turn-around. Refer to Section 2-1.303 + 2-1.304;
- E. In coordination with adjacent bus stop locations.

GATED PRIVATE STREET AND DRIVEWAY ENTRANCES

2-1.302

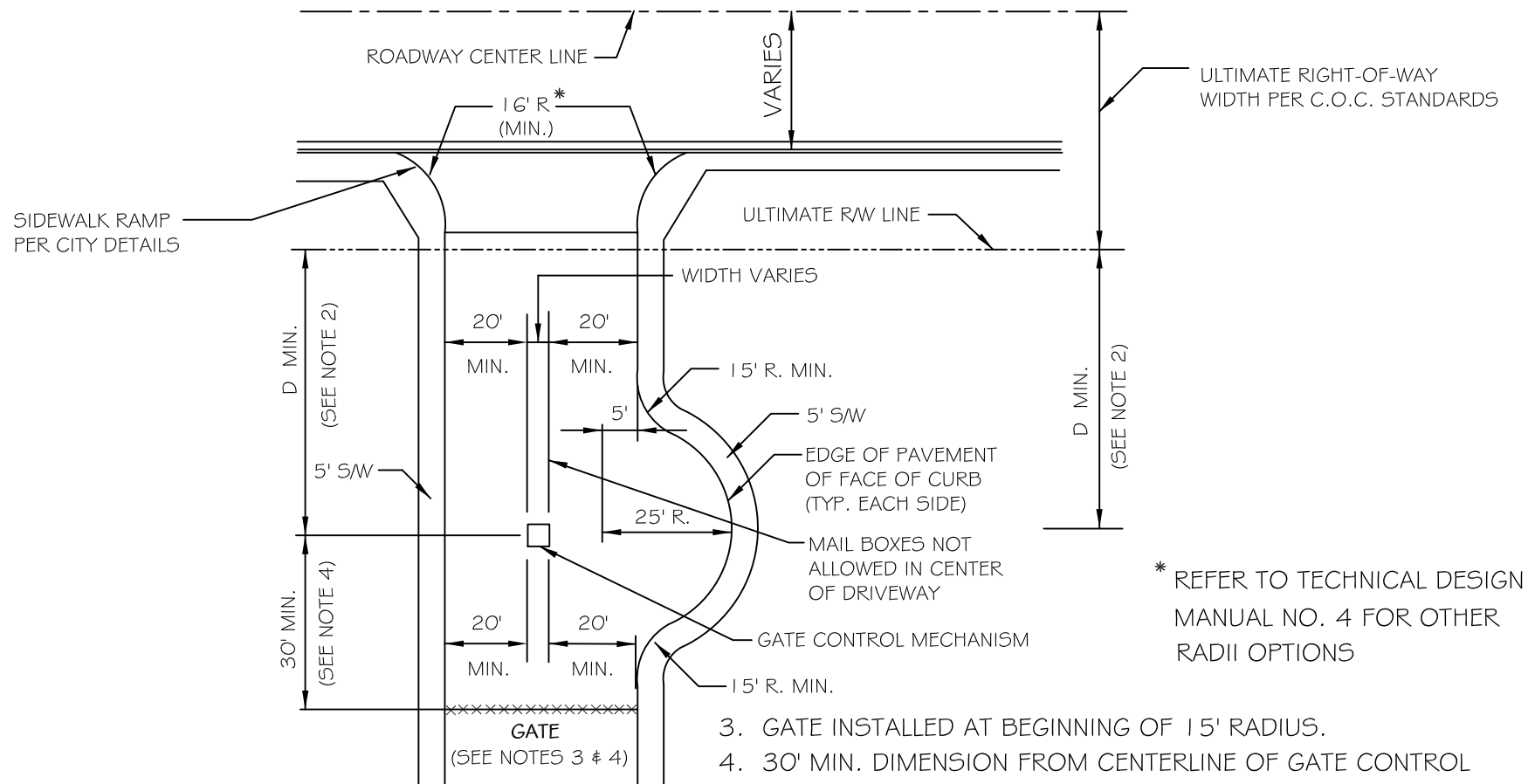
Unless otherwise approved by the Transportation Director, or designee, and the Fire Chief, or designee, gated private streets and driveways shall comply with the following:

- A. Private streets and residential developments
Gated private streets and residential driveways entrances (excluding development in the Downtown Area) shall comply with Figure 2-1.2.



- Design Standards & Policies Manual**
City of Scottsdale - 2018

STREETS
C-200 TO C-261



NOTES :

1. DRIVEWAY MAX. WIDTH = 45 FEET IN STREET RW.
2. SETBACK REQUIREMENT BY NUMBER OF RESIDENTIAL UNITS:

NUMBER OF UNITS	D MIN.
LESS THAN 100	40'
101 TO 150	60'
151 TO 200	80'
GREATER THAN 200	100'

3. GATE INSTALLED AT BEGINNING OF 15' RADIUS.
4. 30' MIN. DIMENSION FROM CENTERLINE OF GATE CONTROL MECHANISM TO FACE OF GATE.
5. WHERE MORE THAN ONE ENTRY IS PROVIDED, D_{MIN.} MAY BE REDUCED WITH APPROVAL OF CITY ENGINEER.
6. ELECTRICAL CONTROLLED GATES SHALL BE EQUIPPED WITH AN AUTOMATIC OPENING PRE-EMPTION DEVICE, TIMED TO REMAIN OPEN FOR 30 MINUTES, AND A KNOX KEY SWITCH OVERRIDE LOCATED AT THE GATE CONTROL MECHANISM. ELECTRIC GATE OPERATORS SHALL BE LISTED IN ACCORDANCE WITH UL 325. GATES SHALL BE DESIGNED AND CONSTRUCTED TO COMPLY WITH THE REQUIREMENTS OF ASTM F 2200.

DETAIL NO.

C-228

NTS

CITY OF
CHANDLER
STANDARD
DETAIL

TYPICAL DRIVEWAY ACCESS TO PRIVATE GATED COMMUNITY

APPROVED:

CITY ENGINEER

DATE:

01-09-2020

DETAIL NO.

C-228

NTS

**PUBLIC WORKS
AND
ENGINEERING
STANDARDS**

2020



September 10, 2020

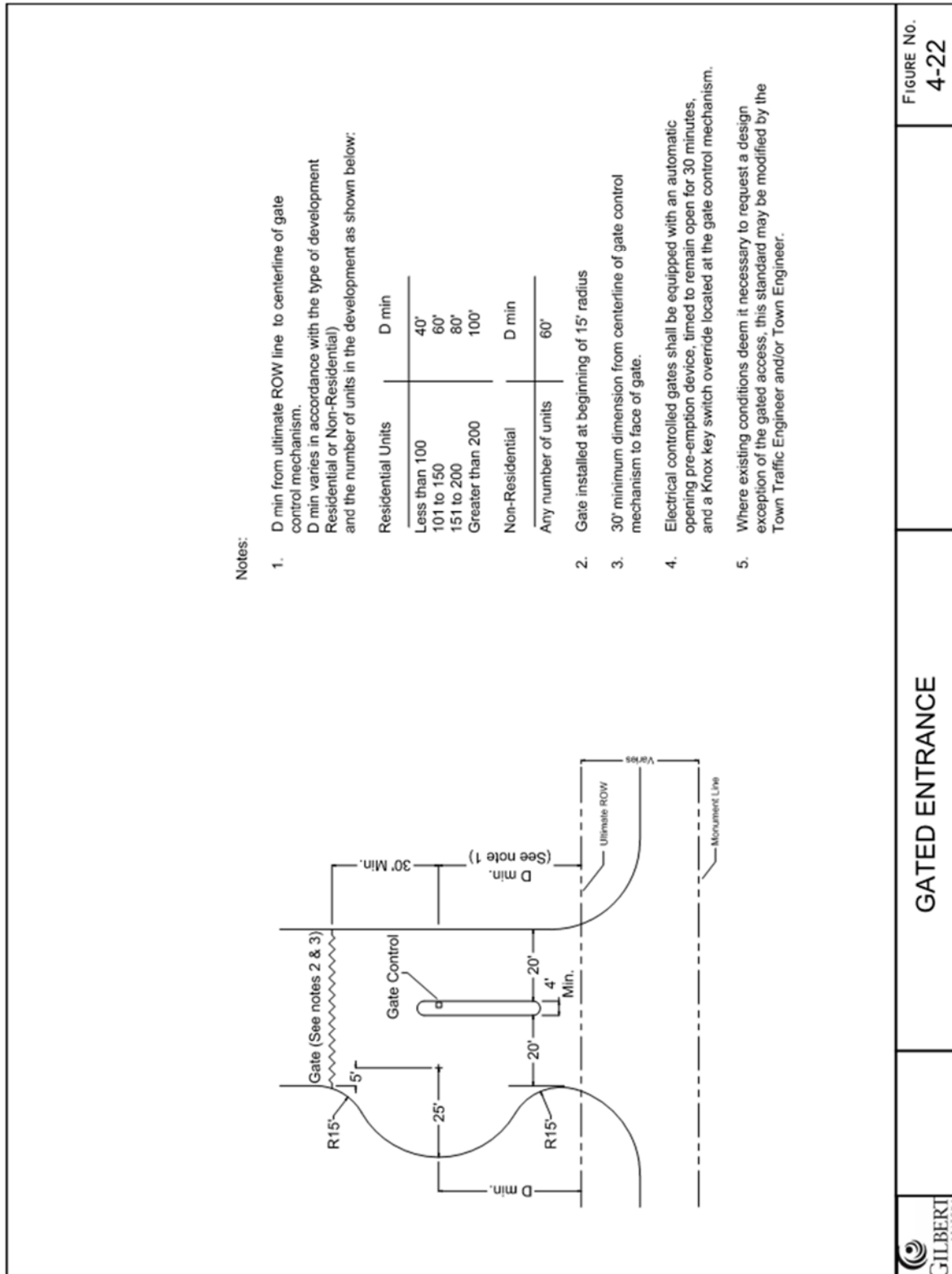


FIGURE 4-22 GATED ENTRANCE

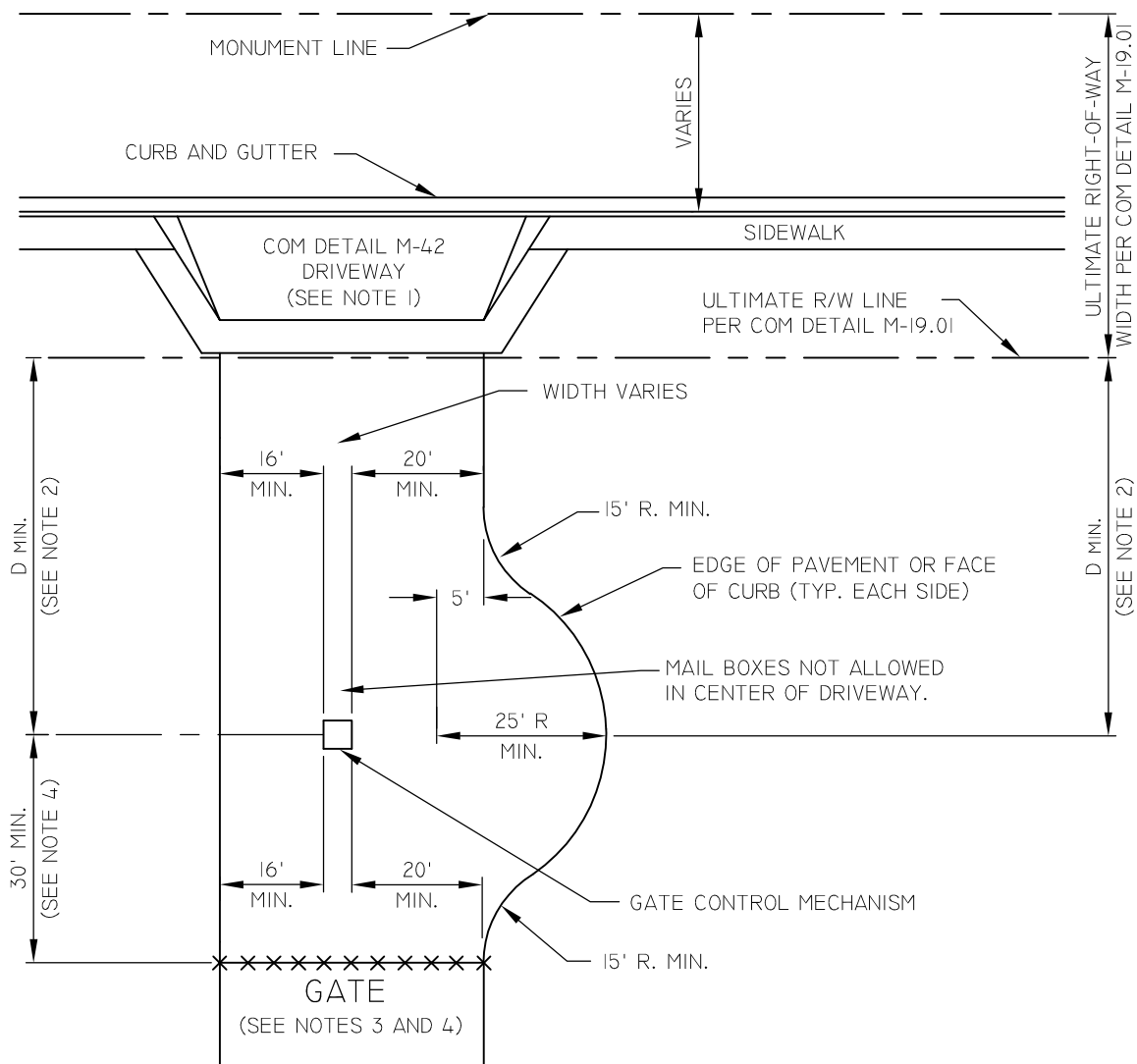
Mesa Standard Details & Specifications

Amendments to MAG Uniform Standard
Details & Specifications for
Public Works Construction



MESA STANDARD DETAILS
AVAILABLE ON-LINE
WWW.MESAAZ.GOV/ENGINEERING

EFFECTIVE DATE April 15, 2019



NOTES

1. DRIVEWAY PER COM DETAIL M-42. DOUBLE DRIVEWAY MAX. WIDTH = 60'.
2. D MIN. FROM ULTIMATE R/W LINE PER COM DETAIL M-19.01 TO CENTERLINE OF GATE CONTROL MECHANISM. D MIN. VARIES IN ACCORDANCE WITH THE TYPE OF DEVELOPMENT (RESIDENTIAL OR NON- RESIDENTIAL) AND THE NUMBER OF UNITS IN THE DEVELOPMENT AS SHOWN BELOW:

RESIDENTIAL UNITS	D MIN.
LESS THAN 25	20'
25 TO 100	40'
101 TO 150	60'
151 TO 200	80'
GREATER THAN 200	100'
NON-RESIDENTIAL UNITS	D MIN.
ANY NUMBER OF UNITS	60'

3. GATE INSTALLED AT BEGINNING OF 15' RADIUS.
4. 30' MIN. DIMENSION FROM CENTERLINE OF GATE CONTROL MECHANISM TO FACE OF GATE.
5. WHERE EXISTING CONDITIONS DEEM IT NECESSARY TO REQUEST A DESIGN EXCEPTION OF THE GATED ACCESS, THIS STANDARD MAY BE MODIFIED BY THE TRAFFIC ENGINEER AND/OR CITY ENGINEER.

NOT TO SCALE

DETAIL NO.
M-42.01

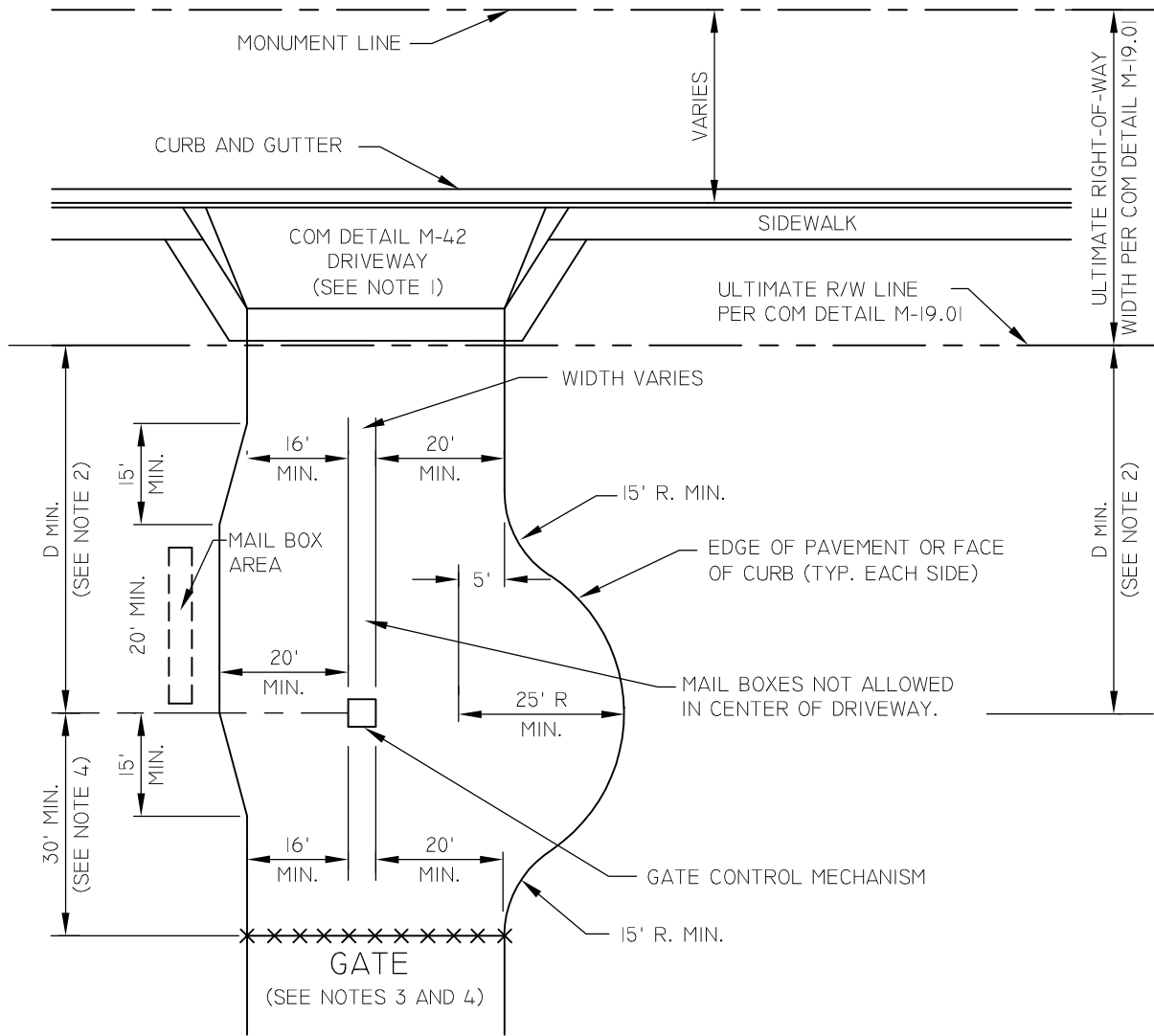
TYPICAL DRIVEWAY ACCESS TO PRIVATE
GATED COMMUNITY WITHOUT MAILBOX AREA





TYPICAL DRIVEWAY ACCESS TO PRIVATE
GATED COMMUNITY WITH MAILBOX AREA

DETAIL NO.
M-42.02



NOTES

1. DRIVEWAY PER COM DETAIL M-42. DOUBLE DRIVEWAY MAX. WIDTH = 60'.
2. D MIN. FROM ULTIMATE R/W LINE PER COM DETAIL M-19.01 TO CENTERLINE OF GATE CONTROL MECHANISM. D MIN. VARIES IN ACCORDANCE WITH THE TYPE OF DEVELOPMENT (RESIDENTIAL OR NON- RESIDENTIAL) AND THE NUMBER OF UNITS IN THE DEVELOPMENT AS SHOWN BELOW:

RESIDENTIAL UNITS	D MIN.
LESS THAN 25	20'
25 TO 100	40'
101 TO 150	60'
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NON-RESIDENTIAL UNITS	D MIN.
ANY NUMBER OF UNITS	60'
3. GATE INSTALLED AT BEGINNING OF 15' RADIUS.
4. 30' MIN. DIMENSION FROM CENTERLINE OF GATE CONTROL MECHANISM TO FACE OF GATE.
5. WHERE EXISTING CONDITIONS DEEM IT NECESSARY TO REQUEST A DESIGN EXCEPTION OF THE GATED ACCESS, THIS STANDARD MAY BE MODIFIED BY THE TRAFFIC ENGINEER AND/OR CITY ENGINEER.

NOT TO SCALE



Background

The popularity of gated entrances for subdivisions, multi-family projects and parking lots is growing due to the perceived need for security. When gate-controlled access is used, turnarounds must be provided to ensure safe and efficient travel on adjacent streets.

Definition

Gate-controlled access is defined as any entrance to a site that is designed to regulate vehicular access. Ingress and egress may be regulated by an operational guard station, with or without gates, or through a gate that is operated by an electronically controlled device activated by a card reader, keypad, home owner remote, a security service or any other means.

Requirements

1. The centerline of the controller device in the private street or driveway shall be 50' (minimum) from the extension of the face of curb of the public street. This will allow a two (2) car queue without obstructing adjacent street traffic.
2. Passenger vehicles denied access to the site for any reason shall be enabled to exit the Site with a single forward turning movement. This movement is not to conflict with other vehicles entering the site.
3. Service vehicles denied access to the site for any reason shall be enabled to exit the site by means of a multiple forward and backward turning movement. The first forward motion is to move the vehicle out of the path of any vehicle that may have queued behind it and allow the vehicle to pass, unhindered, into the site.
4. All turning movements shall be accomplished in front of the gate and beyond the keypad.
5. The mounting of 8 square feet of reflectors or reflective material shall be required on both faces of the vehicular gates. Lighting may be substituted for the reflective material if the lighting illuminates the entire gate area and is in full operation from dusk until dawn. It is important that the gate be visible from the adjacent public street at all times.
6. Gates may not be placed on public streets.
7. Fire Department approval will also be required for evaluation of emergency access.
8. While designing the entrance other issues to consider include:
 - a. Access required by vehicles and staff of the Solid Waste Division of Public Works
 - b. Mail delivery
 - c. Utility (meter reader) access
 - d. Effects on internal circulation
 - e. Effect on any existing Planning & Development Department stipulations
 - f. Impact on adjacent driveways
 - g. Other potentially detrimental effects in or around the site

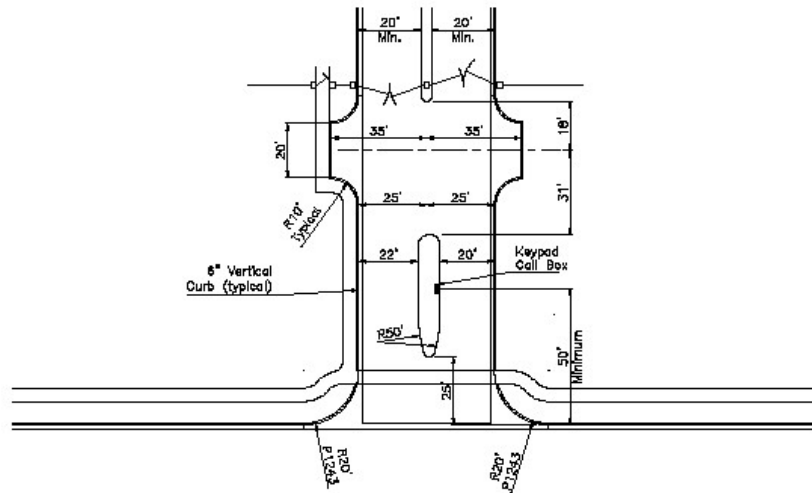
Exceptions

1. If the entrance is a secondary access point or a primary access point located on a local street or a minor collector, the requirements for long wheelbase vehicles may be relaxed. However, the turnaround requirements for passenger vehicles will still apply. (See Figure 2).
2. If the entrance is a secondary access point and is designated as “residents only” or as exit only, the turnaround requirements may be waived. The “residents only” gates must be operated via remote access exclusively. If this entrance is located off of an arterial or collector, the gates shall be set back a minimum of 25’ from the extension of the curb face on the intersecting street. “Resident Only” or “Exit Only – Do Not Enter” signs shall be posted on the exterior face of the gate.
3. If the gates are to remain open from 6:00 am to 7:00 pm for residential projects, the turnaround requirements for entrances located on local streets and minor collectors only may be waived.
4. If the gates are to remain open during business hours for commercial projects, the turnaround requirements may be waived.
5. Access points with manned guard stations may have the turnaround requirements waived, if the guard allows unauthorized vehicles to enter the site in order to turn around.
6. If the keypad is located at least 200’ from the intersecting public street the requirements for long wheelbase vehicles may be waived provided there is some type of maneuvering area.
7. Secondary entrances to parking garages located on local streets may have the turnaround requirements waived.
8. Gates that are activated by any and all vehicles entering the site will not be required to provide turnarounds.
9. Other conditions or technology that allow smooth access operation and does not affect traffic flow may allow the turnaround requirements to be waived.

Exhibits

The following figures are examples of gate-controlled entrances that meet all of the previously described requirements. Figure 1 shows the standard arterial street access point. Figure 2 shows an entrance with the long wheelbase vehicle requirements relaxed. Applicants may suggest creative alternatives to these examples provided they meet all of the requirements outlined herein.

SCALE: 1" = 40'

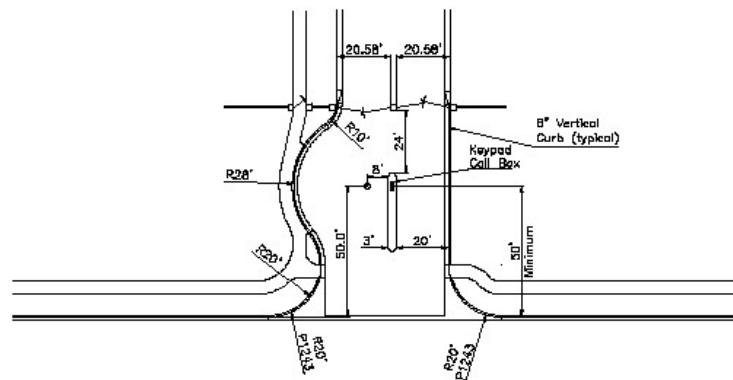


Arterial/Collector Street

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DETAIL NO.	 City of Phoenix STANDARD DETAIL	FIGURE 1 – ARTERIAL/COLLECTOR GATE CONTROLLED ACCESS	APPROVED _____ CITY ENGINEER	DATE ____	DETAIL NO.
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SCALE: 1" = 40'



Local Street

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DETAIL NO.	 City of Phoenix STANDARD DETAIL	FIGURE 2 – LOCAL STREET GATE CONTROLLED ACCESS	APPROVED _____ CITY ENGINEER	DATE ____	DETAIL NO.
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ATTACHMENT D – TRIP GENERATION





Trip Generation Calculations, 10th Edition

210 Single-Family Detached Housing																						
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Rate	% In	% Out	Rate	% In	% Out	Rate	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Detached Housing	210	12	Dwelling Units	9.44	50%	50%	0.74	25%	75%	0.99	63%	37%	113	57	56	9	2	7	12	8	4	Average
Single-Family Detached Housing	210	12	Dwelling Units	4.81	50%	50%	0.33	25%	75%	0.44	63%	37%	58	29	29	4	1	3	5	3	2	Minimum
Single-Family Detached Housing	210	12	Dwelling Units	19.39	50%	50%	2.27	25%	75%	2.98	63%	37%	233	117	116	27	7	20	36	23	13	Maximum
Land Use	ITE Code	Qty	Unit	Weekday			AM Peak Hour			PM Peak Hour			Weekday			AM Peak Hour			PM Peak Hour			
				Equation	% In	% Out	Equation	% In	% Out	Equation	% In	% Out	Total	In	Out	Total	In	Out	Total	In	Out	
Single-Family Detached Housing	210	12	Dwelling Units	$\ln(T)=0.92\ln(X)+2.71$	50%	50%	$T=0.71(X)+4.80$	25%	75%	$\ln(T)=0.96\ln(X)+0.20$	63%	37%	148	74	74	13	3	10	13	8	5	Equation
Single-Family Detached Housing		Standard Deviation		2.10				0.27				0.31										
		Number of Studies		159				173				190										
		Average Size		264				219				242										
		R²		0.95				0.89				0.92										

Average

Minimum

Maximum

Equation

CRITERIA TABLE
Cottontail Run Road Private Roadway Gate (SUP-21-02)
June 9, 2022

CRITERIA	PROPOSED PRIVATE ROADWAY GATE
Bulk, Density & Design Standards (SUP Guidelines)	
Appearance architecturally and aesthetically compatible with adjacent buildings, structures, and landscaping	Complies. Subjective, but proposed materials have a Light Reflective Value (LRV) less than 38% to match the hillside homes that will access the private roadway gate. The stone, landscaping, and architectural style is compatible to the adjoining Paradise Valley Country Club entry improvements.
Turnaround outside gate meeting Town standards for cul-de-sacs	Generally Complies. The paved area meets the cul-de-sac standard of Section 6-3-2.B of the Town Code (which is the guideline for private roadway gates) having a paved radius of 40 feet. Including the landscaping and retention area easement the proposal meets the 45-foot right-of-way radius suggested as there is an additional 6 feet of turnaround in front of the proposed retaining wall for an emergency vehicle to safely turnaround in front of the gate and support of the turnaround dimensions meeting safety standards per the Traffic Study. Secondary emergency turnaround access is also provided after the gate. All gates require a key box for emergency access. Cul-de-sacs and other private roadway elements are typically in a private tract, with the proposed turn-around in an easement. However, the private roadway gate criteria are guidelines dependent on the specific request and Section 5-10-7.B of the Town Code allows easements when dedication renders the property in violation of Town zoning laws (e.g., shape and size).
Gate setback minimum of 150 feet from centerline of nearest intersecting street	Complies. The proposed gate is 222 feet 8 inches from the centerline of Tatum Boulevard. In past private roadway gate requests, the preferred minimum standard is 150 feet from the back of curb to the gate. However, each request varies based on the number of homes accessing the gate, the traffic and design of the adjoining public road, and location of the call box which is 128 feet 7 inches from the back of curb along Tatum Boulevard. The vehicle stacking capacity due to the gate and call box locations are supported per the submitted traffic study.
Guardhouse/Gatehouse no higher than 16 feet and 250 square feet	Not applicable. There is no proposed guardhouse or gatehouse. This will be an unmanned access gate via keypad access.
Gate no higher than 8 feet	Complies. The entry gate consists of two columns that are 5 feet 6 inches tall and two gates that are 7 feet tall measured from grade to the top of the finished portion of the gate.
Pedestrian and non-motorized vehicle access provided adjacent to the roadway access	Complies. The area north of the gate will remain open whereby someone can access as illustrated on the Conceptual Elevations. The hardscape surface is the decomposed granite ground cover, not a specified path.

CRITERIA TABLE
Cottontail Run Road Private Roadway Gate (SUP-21-02)
June 9, 2022

Signs (SUP Guidelines)	
One wall sign not to exceed 6 feet in height or 6 square feet	Not applicable. No signage is proposed.
Ground signs not to exceed 4 feet in height or 2 square feet each	Generally Complies. The proposal includes two signs. [1] A one square foot sign (1' x 1') on the call box with emergency/ contact information, mounted 5 feet to the top of the sign. This sign meets the sign area, but is one-foot taller than the guideline. The added height aids visibility to a driver stopped at the call box. [2] A second sign of four square feet (1.5' x 2.6') in the island with the call box illustrating the guest travel lane and resident travel lane for drivers entering off Tatum Boulevard mounted approximately 3 feet 6 inches from grade. This sign is larger in sign area, but meets the height guideline. The increased sign area aids in visibility as a driver approaches off Tatum Boulevard.
Lighting (SUP Guidelines)	
Light emitting element must be shielded so that no light extends above a horizontal plane; be hooded and shielded, not direct light on adjacent property	Complies. There are a total of 18 light fixtures proposed. 16 of these fixtures are up lights which this provision does not apply (except for the not directing light onto adjacent property) and a total of two ornamental lights proposed one on each gate column. The proposed lighting will meet all Town lighting provisions in accordance with the narrative and lighting details provided.
Up lights 300 lumens or less	Complies. Proposed up lights at 300 lumens.
Outdoor pole lights maximum 16-foot tall and setback height of device	Not applicable. No pole fixtures proposed.
Lighting within residential setbacks limited to 0.5 foot candles at the property line and 3-foot maximum height	Complies. Lighting associated with the private roadway gate located on 7117 N Tatum Boulevard (area of the turnaround easement) is at ground level, directed away from the residential property line, less than 300 lumens, and under 3-foot tall. This criteria is not applicable to the four up lights and two ornamental lights on the gate columns, being these are in the private roadway tract.

CRITERIA TABLE
Cottontail Run Road Private Roadway Gate (SUP-21-02)
June 9, 2022

Retaining Walls (Section 2407, Zoning Ordinance)	
Only for containing fill material or for minimizing cut or fill slopes	Complies. Necessary to prevent erosion and contain fill to accommodate turnaround.
6-foot maximum height	Complies. 4-foot maximum proposed
Finished materials such as stucco, brick, stone, metal, rails, wood, or tile	Complies. Stone-veneered with a limestone color and LRV under 38% similar to hillside since adjoining hillside.
Meet setback requirements of Section 2404, unless deemed necessary to prevent erosion	Complies. 20-foot minimum from the property line proposed, 20-foot setback required from walls 3-foot to 6-foot tall on a side yard adjoining a right-of-way. Lesser setback allowable when needed for erosion control.
Fence walls may be located on top of the retaining material provided view fences have a 5-foot separation (10-foot other wall types) & combined walls 8-foot tall (unless pool barrier)	Complies. The proposed turnaround requires that 76 lineal feet of the existing pool barrier be removed and replaced. The owner will replace the pool barrier with a 6-foot tall view fence separated 10 feet from the turnaround retaining wall.
Statement of Direction (SOD)*	
The General Plan discourages the installation of private roadway gates. However, if a gate is allowed, the roadway must be private. Cottontail Run Road is a private roadway and has existed without a private roadway gate for decades without much incidence. A private roadway gate may be justified to prevent wayward traffic from utilizing the private roadway in that East Cottontail Run Road adjoins Tatum Boulevard and it is a 20-foot wide paved road that provides access to several hillside homes with no access to other public streets.	<p>Complies. A comprehensive evaluation of the Special Use Permit Criteria and SOD is considered when approving private roadway gates since the General Plan discourages such gates and the Zoning Code requires the more robust review by a Planning Commission/Town Council review process.</p> <p>Some of the reasons to support a private roadway gate on Cottontail Run Road include the following:</p> <ul style="list-style-type: none"> • The proposal meets the majority of the Special Use Permit guidelines. Where it does not fully meet (i.e., right-of-way 45-foot radius turnaround), the traffic study finds that the proposed geometrics, emergency vehicle accommodation, and queuing meets required safety provisions. • There are special characteristics specific to Cottontail Run Road. <ul style="list-style-type: none"> ○ The street is a private road that existed before incorporation with no direct access to any other public streets. ○ It adjoins the Paradise Valley Country Club parking area/access gate which drivers may think accesses the club property. ○ It adjoins a major arterial like other approved private roadway gates.

CRITERIA TABLE
Cottontail Run Road Private Roadway Gate (SUP-21-02)
June 9, 2022

	<ul style="list-style-type: none"> ○ The street rises in elevation and later drops restricting visibility that the road dead ends into a cul-de-sac designed to hillside standards (narrow width (20') and reduced paved cul-de-sac) that may benefit from restricting access for less wear & tear/maintenance.
The visioning process in both the 2012 General Plan and current 2022 General Plan process emphasizes quality of life issues of Town residents such as preserving a sense of privacy, providing high-quality public safety services, maintaining dark skies and protection against increased noise and air pollution and blighted properties that private roadway gates may enhance for a particular neighborhood based on their locational characteristics.	<p>Complies. Subjective, however, the proposed private roadway gate according to the applicant will enhance the quality of life for the owner of the private roadway gate and the homeowners within the gated area by providing a physical barrier to mitigate potential burglaries, a sense of security to the homeowners, reduction of opportunities for incidents/accidents on the private roadway which reduces liability of the owner of the private road, and less vehicular traffic to help out on maintenance costs.</p> <p>The applicant noted a prior theft occurring in the central mailbox for the homeowners which is located near Tatum Boulevard. Also, Chief Wingert noted that E Cottontail Run was part of a neighborhood traffic enforcement plan in the 4th Quarter of 2019 through the 1st Quarter of 2020, noting one traffic complaint near the area of the proposed gate. It is not uncommon for issues to arise that go unreported.</p>
This private roadway gate request is being considered because East Cottontail Run Road is a private roadway, not a public roadway	<p>Complies. The proposed gate is on an existing private roadway approved under Maricopa County jurisdiction prior to incorporation into the Town of Paradise Valley in 1982. Cottontail Run Road is not a public road.</p>
Safe conditions related to vehicle stacking (particularly preventing impact onto Tatum Boulevard).	<p>Complies. Based on the traffic study provided, this study finds that the proposed geometrics, emergency vehicle accommodation, and queuing meets required safety provisions despite having a turnaround right-of-way radius less than the typical 45 feet. Being that this proposed gated community accommodates 10 homes (9 existing, 1 potentially future home, and the traffic study conservatively modeling 12 homes), vehicle stacking is not expected to be an issue as experienced with other larger gated communities of 100 or more homes or gated communities with manned gated areas that restrict access at certain times of the day. The stacking distance to the call box accommodates 5 vehicles and 2 vehicles pulling trailers (and excludes the capacity of the second through lane for residents and others who do not require stopping at the call box).</p>
Amble turnaround area for emergency access and other vehicles.	<p>Complies. The applicant provided a traffic study with metrics showing that there is proper turning area for emergency and other vehicles. This includes turnaround in front of the gate and secondary turnaround access after passing through the gate.</p>

CRITERIA TABLE
Cottontail Run Road Private Roadway Gate (SUP-21-02)
June 9, 2022

Height, location, and design of all structures (i.e., retaining wall and gates) such that these are compatible with the surrounding area and nearby hillside properties. In particular, preference is that the private roadway gate improvements meet Special Use Permit Guidelines (i.e. gate height of 8-foot tall) unless there are compelling reasons to deviate from the guideline recommendations.	Complies. Both the 4-foot maximum height and minimum 20-foot setback of the retaining wall meets Town requirements for a retaining wall located along the side yard of a right-of-way as noted in the Retaining Walls section of this table. The gate complies with the private roadway gate guidelines as described in the Bulk, Density & Design Standards of this table. The selected stone veneer has a Light Reflective Value (LRV) less than 38% to match the requirement of the hillside homes that will access the private roadway gate.
Landscaping that is drought tolerant, provides seasonal color, and will not negatively impact views from neighboring properties	Complies. The proposed landscaping is all drought tolerant (i.e., palo verde trees, lantana, leucophyllum (sage), and trumpet vine). These selected plants are ground cover and shrubs, with the palo verde tree typical of desert trees allowing for filtered view through the canopy. The proposed plant palette offers a variety of color. The plant material and design (e.g. use of stone on the gate columns and retaining wall) is also consistent with the nearby Visually Significant Corridors Master Plan (VSC) along Tatum Boulevard. Cottontail Run Road accesses Tatum Boulevard at the Resort Living Character Zone.
Lighting that is the minimum needed for safety and security	Complies. The proposal includes a total of 18 ground-mounted up light fixtures and two wall-mounted ornamental wall fixtures on the gate columns. 16 of the 18 up lights will illuminate trees, with such illumination occurring within the vicinity of the call box and gate areas. These proposed fixtures comply with the maximum lumen provisions of 300 lumens for the up lights and 750 lumens for the wall mount fixtures. The lighting will also meet the Town's preference of a warm color temperature with a maximum of 2700 Kelvins. If necessary, the approval could require that the applicant provide a photometric plan. Based on Special Use Permit Guidelines, entrance roadways are suggested to have a light level of 5.0 foot-candles.
Demonstrated effort by the applicant to document support for the proposed gate from neighboring property owners on Cottontail Run Road.	Complies. The applicant meet with and noticed the property owners on Cottontail Run Road several times. This included preparing a private agreement to address long-term administration, operations, financial assurance, and related matters.

SUP-21-02
East Cottontail Run Road Private Roadway Gate

-Statement of Direction-
Revised February 24, 2022

On October 11, 2021, the Jorden Law Firm, P.C. (changed to the Rose Law Group, P.C. on February 8, 2022), on behalf of Cottontail Run Road HOA, LLC, an Arizona limited liability company, and CLT 7117, LLC, an Arizona limited liability company, submitted a new Special Use Permit application for a private roadway gate on East Cottontail Run Road.

East Cottontail Run Road is a private roadway located immediately north of the Paradise Valley Country Club property, east of Tatum Boulevard and terminates in a small cul-du-sac. The roadway is owned by the owner of 4928 E. Cottontail Run Road and the other property owners with gate access have an ingress/egress easement over the private roadway. The private roadway serves a total of nine existing homes (10 potential).

Section 1102.3 of the Town's Zoning Ordinance states the Town Council must issue a Statement of Direction for the Special Use Permit application within 45 days of the first staff presentation (being the November 18, 2021 study session). In this case, the Statement of Direction must be issued on or before January 2, 2022.

The Statement of Direction is not a final decision of the Town Council and does not create any vested rights to the approval of a Special Use Permit. Any applicant for a Special Use Permit shall not rely upon the matters addressed in the Statement of Direction being the same as those that may be part of an approved Special Use Permit.

Therefore, the Town Council issues the following Statement of Direction for SUP-21-02:

- The General Plan discourages the installation of private roadway gates (General Plan Mobility Policy 4.4.1.2). However, if a gate is allowed, the roadway must be private. Cottontail Run Road is a private roadway and has existed without a private roadway gate for decades without much incidence. A private roadway gate may be justified to prevent wayward traffic from utilizing the private roadway in that East Cottontail Run Road adjoins Tatum Boulevard and it is a 20-foot wide paved road that provides access to several hillside homes with no access to other public streets.
- The visioning process in both the 2012 General Plan and current 2022 General Plan process emphasizes quality of life issues of Town residents such as preserving a sense of privacy, providing high-quality public safety services, maintaining dark skies and protection against increased noise and air pollution and blighted properties that private roadway gates may enhance for a particular neighborhood based on their locational characteristics.
- This private roadway gate request is being considered because East Cottontail Run Road is a private roadway, not a public roadway.

- To ensure the improvements are compatible with the character of the Town and the Special Use Permit Guidelines, the Planning Commission should focus attention on the following:
 - Safe conditions related to vehicle stacking (particularly preventing impact onto Tatum Boulevard).
 - Ample turnaround area for emergency access and other vehicles.
 - Height, location, and design of all structures (i.e., retaining wall and gates) such that these are compatible with the surrounding area and nearby hillside properties. In particular, preference is that the private roadway gate improvements meet Special Use Permit Guidelines (i.e. gate height of 8-foot tall) unless there are compelling reasons to deviate from the guideline recommendations.
 - Landscaping that is drought tolerant, provides seasonal color, and will not negatively impact views from neighboring properties.
 - Lighting that is the minimum needed for safety and security.
 - Demonstrated effort by the applicant to document support for the proposed gate from neighboring property owners on Cottontail Run Road.
- The Planning Commission is expected to complete its review and hearing process within the 90 days from the approval of the Statement of Direction provided in Section 2-5-2.D.1 of the Town Code. The 90 day review period expires on **April 20, 2022**.

As per Section 1102.3.C.3.c of the Zoning Ordinance, at any time during the review process, the Planning Commission may request clarification and/or expansion of this Statement of Direction based on additional information that has evolved.

AFFIDAVIT OF MAILING NOTIFICATION

STATE OF ARIZONA)

) ss:

County of Maricopa)

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the mailing list for the proposed project is a complete list of property owners within 1500 feet of the subject property, as obtained from the Maricopa County Assessor's Office on the following date May 5, 2022, and such notification has been mailed on the following date May 7, 2022.

Mary Beth Stern
Signature

The foregoing instrument was acknowledged by me this 10th day of May, 2022, by Mary Beth Stern.
Name



[Signature]
NOTARY PUBLIC

My commission expires:

3/3/2023

AFFIDAVIT OF POSTING

STATE OF ARIZONA)

) ss:

County of Maricopa)

I, Mary Beth Stern, depose and state that the attached notice, of proposed application SUP - Private Gate located at 5000 E Cottontail Run Rd 27117 N Tatum Blvd for the (Planning Commission/Town Council/Board of Adjustment/Hillside Committee) meeting date of May 26, 2022 is a true and correct copy of a notice which I cause to be posted by the following day of the week Thursday, and on the following date May 5, 2022 in the following location(s):

corner of Cottontail Run Road
and Tatum Blvd.

All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this 5th day of May, 2022

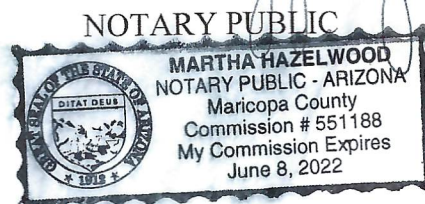
Mary Beth Stern
Signature

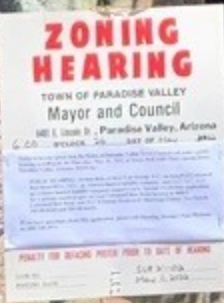
This affidavit was SUBSCRIBED AND SWORN to before me this 5 day of May, 2022

[Signature]

My commission expires:

6-8-2022





Paul Michaud

Subject: Cottontail Run Private Roadway Gate - Engineering Comments

From: Paul Mood <pmood@paradisevalleyaz.gov>

Sent: Wednesday, February 2, 2022 9:21 AM

To: Paul Michaud <pmichaud@paradisevalleyaz.gov>

Cc: Lisa Collins <LCollins@paradisevalleyaz.gov>; Charles Ransom <cransom@paradisevalleyaz.gov>; Paul Mood <pmood@paradisevalleyaz.gov>

Subject: RE: Cottontail Run Private Roadway Gate - Engineering Comments

Paul,

The attached traffic study prepared by Lokahi, LLC shows that there is an adequate drivable surface proposed at the entry gate area for a firetruck or a landscape truck with trailer to turn around (Figures 4 & 6). A firetruck may also pass through the gate and use N. Cottontail Run Rd. as a "hammerhead" to turn around (Figure 5). The landscaped area between the curb and retaining wall is sloped as shown below. This area is to be landscaped with lantana and should not unnecessarily impede a firetruck or landscape truck should the front bumper of either vehicle cross over the curb.

Due to the physical constraints to the north of the proposed gate area and the property boundary to the south, it is my opinion that the applicant has provided an adequate turnaround area at the proposed gate.

Please let me know if there are any other questions or concerns.

Paul Mood, P.E.

Town Engineer

Engineering Department

6401 E. Lincoln Drive

Paradise Valley, AZ 85253

O – 480-348-3573

C – 480-650-4499

pmood@paradisevalleyaz.gov

From: [Charles Ransom](#)
To: [Paul Michaud](#)
Subject: Cottontail response
Date: Thursday, February 3, 2022 8:53:30 AM

Good morning, Paul

Please see response below.

The proposed Emergency Vehicle Turnaround located at Cottontail Run with a 40' paved radius with 44' to retaining wall meets the intended specs of Emergency Vehicle Turnaround clearances. The 1'-0" difference does not impact emergency vehicles from safely maneuvering while on scene and in fact have a second option, with a hammerhead area also available to utilize.

Chuck Ransom
Building Official
6401 East Lincoln Drive
Paradise Valley, AZ 85253
(o) 480 348-3631
cransom@paradisevalleyaz.gov

PUBLIC COMMENTS

Cottontail Run Road Private Roadway Gate Special Use Permits (SUP-21-02)

No.	Comment	Person	Resident (Y/N)	Date
7	We made very good progress over the last week and have a draft agreement, based on the Owners' draft you have seen, that is 95% done. What remains are final clerical corrections and a good scrubbing of the exhibits. The business terms have been resolved to our satisfaction.	Scott O'Connor	Y	04-12-2022
6	Noted that there has been coordination with the homeowners behind the proposed gate at the neighborhood level. Primary matter is the documentation phase about long-term administration, operations, and financial assurances.	Scott O'Connor contacted Vice Mayor Thomasson	Y	02-03-2022
5	Staff directed on website where she can find application documents, she noted that a neighbor contacted her about the items raised by others.	Stephanie Bergeron resident behind proposed gate	Y	02-03-2022
4	Scott O'Connor raised a number of valid concerns about the proposal, especially providing for liability insurance, working out operational details, improving the design and appearance of the proposed gate, the need for a management structure for the gate going forward and making sure the financial obligations to repair or replace the gate will be borne by the true applicant and the successor owners of 4928 E. Cottontail not by a single purpose LLC that may have little or no assets (which apparently is the case for the owner of 7117 N. Tatum, which I understand is the nominal applicant for the special use permit) and not by the other owners in the neighborhood. I share all of the concerns raised by Mr. O'Connor.	Vic Casebolt resident behind proposed gate	Y	02-01-2022
3	Refer to Citizen Review Meeting (neighborhood meeting) summary			01-31-2022
2	General questions on pedestrian access and process	David Arkules, lives north of Desert Fairways	Y	01-25-2022

PUBLIC COMMENTS

Cottontail Run Road Private Roadway Gate Special Use Permits (SUP-21-02)

1	<p>First, the applicant is the single purpose LLC property owner of the home at 7117 North Tatum, which is not even behind the proposed gate, and is not the residence of the principal sponsor, who resides at 4928 E Cottontail Run.</p> <p>Second, the applicant is not the owner of the private roadway, which appears to have been conveyed to an “HOA” which is misleading, since we both know there is no HOA. Use of the term, “HOA,” in the entity name is designed to mislead the public, and should not be confused with terminology defined in the Arizona Revised Statutes for actual “HOA’s.”</p> <p>https://www.azleg.gov/viewdocument/?docName=https://www.azleg.gov/ars/33/01802.htm</p> <p>Public records for the “HOA” entity list its manager, but not any members, so the true ownership is not actually disclosed. I assume it is the same as the owner of CL7117 and 4928 Cottontail Run, but the failure to disclose this is troubling.</p> <p>Third, the actual principal who has made representations about how wonderful this gate will be, is not listed anywhere on the application or any corollary documents assuring performance, nor is his residence listed as being encumbered by the permit for enforcement/lien purposes.</p> <p>Fourth, despite not being personally obligated in these documents for any performance or maintenance, Mr. Stephenson has gratuitously included his initials in the filigree work in the design for the gates. This reminds me of George Orwell’s Animal Farm, in which some pigs were more equal than others.</p> <p>Fifth, the sponsor and/or one or more of these various entities controlled by him, should provide liability insurance for, from and against suits and claims against the various owners behind the proposed gate, in the event of injuries to persons or property caused by the gate and its operations.</p>	Scott O’Connor represents resident behind proposed gate	Y	01-25-2022
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SPECIAL USE PERMIT: EAST COTTONTAIL RUN ROAD PRIVATE GATE
CITIZEN REVIEW MEETING SUMMARY MINUTES
January 31, 2022

ATTENDEES: Doug Jorden
Timothy Starkey
Mary Beth Stern
Sandra Corn
Unidentified Participant
Kerry Milligan
Scott O'Connor
Vic Casebolt
Jordan Rose
Thomas Galvin

The Citizen Review meeting for the East Cottontail Run Road was held on Monday, January 31, 2022, via remote participation on Zoom. The meeting started at approximately 6:00 p.m. and remained open until 6:50 p.m.

Doug Jorden presented an overview of the Special Use Permit (SUP) application for the East Cottontail Run Road Gate project. Doug Jorden, Tim, Starkey, and Mary Beth Stern responded to questions. The following is a summary of public comment and discussion during the meeting:

Mr. Scott O'Connor inquired as to the proposed mechanism for resident entry at the gate, as well as to entry protocols for non-resident visitors such as staff and vendors. Ms. Stern replied that various options including clickers or scannable identification for vehicles were under consideration but had not yet been decided upon. Solutions such as resident-specific access codes provided for staff and invitees were mentioned. A discussion followed concerning the use of entry devices and the alternate plans in the event of a mechanical failure.

Mr. O'Connor further inquired as to who would assume the long-term financial responsibility for the gate, as well as the ongoing operational issues such as maintenance and/or replacement of the gate and entry devices. Mr. O'Connor proposed that perhaps the sponsor authorize a select committee of residents to undertake the management of the gate facility and entry devices so that residents would not be left without recourse in the event of age, damage or equipment failure.

Mr. O'Connor asked about the proposed paving and Mr. Starkey confirmed that pavers would be used rather than stamped concrete at the entry portal. Additional comments followed with respect to modifications to the proposed gate design, preferably in a more subdued style. Mr. O'Connor stated that he had opposed previous efforts to install a gate but was now in support as long as his concerns were addressed.

Ms. Kerry Milligan stated that she did not live in the community served by the gate but wanted to inquire about traffic potentially backing up at the Cottontail gate entrance and impeding traffic flow on Tatum Boulevard. Mr. Jorden displayed a graphic depicting the stacking lanes and cul-de-sac designed to optimize traffic flow and stated that a traffic study had been conducted to support the design.

The meeting concluded shortly after 6:30 p.m. but the Zoom meeting was held open until 6:50 p.m.

From: [Steve Richardson](#)
To: [Paul Michaud](#)
Subject: RE: East Cottontail Run Road - Paradise Valley Country Club
Date: Tuesday, January 11, 2022 1:58:46 PM
Attachments: [image001.png](#)
[image002.png](#)

Paul,
The Club uses the gate approximately 20 times a year. We use the gate for large deliveries that won't fit through the front entrance.
Best,
Steve

Steven Richardson, CCM, CCE
General Manager/ Chief Operating Officer
Paradise Valley Country Club
7101 North Tatum Boulevard
Paradise Valley, Arizona 85253
602.952.7200



PARADISE VALLEY
COUNTRY CLUB



Distinguished
Club from BOARDROOM
magazine

From: Paul Michaud <pmichaud@paradisevalleyaz.gov>
Sent: Tuesday, January 11, 2022 1:52 PM
To: Steve Richardson <steve.richardson@paradisevalleycc.com>
Subject: RE: East Cottontail Run Road - Paradise Valley Country Club

Steve:

The other question from the Planning Commission was how often your club uses the gate that accesses onto East Cottontail Run private road. How many times a year would you say it is used and for what reasons?

Regards,

Paul E. Michaud, AICP
Planning Manager
Community Development – Planning Division
6401 E Lincoln Drive
480-348-3574 (phone)
pmichaud@paradisevalleyaz.gov

Office Hours: Mon-Fri 7:00 a.m. – 4:00 p.m., closed noon-1:00 p.m. and holidays

From: Steve Richardson <steve.richardson@paradisevalleycc.com>
Sent: Friday, January 7, 2022 10:31 AM
To: Paul Michaud <pmichaud@paradisevalleyaz.gov>
Subject: RE: East Cottontail Run Road - Paradise Valley Country Club

Paul,
We just met with Doug and Mary Beth and discussed the proposed private gate on Cottontail road.
The Clun has no issues with the proposed gate.
Have a Great Weekend,
Steve

Steven Richardson, CCM,CCE
General Manager/ Chief Operating Officer
Paradise Valley Country Club
7101 North Tatum Boulevard
Paradise Valley, Arizona 85253
602.952.7200



PARADISE VALLEY
COUNTRY CLUB



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From: Paul Michaud <pmichaud@paradisevalleyaz.gov>
Sent: Thursday, December 23, 2021 10:28 AM
To: steve.richardson@paradisevalleycc.com
Subject: East Cottontail Run Road - Paradise Valley Country Club

Mr. Richardson:

There is a proposed private roadway gate on East Cottontail Run Road that the Planning Commission discussed on December 21, 2021. The Planning Commission asked staff and the applicant (Doug Jorden) to follow up with the Paradise Valley Country Club on any thoughts on the private roadway request and how often your club uses the gate that accesses onto East Cottontail Run private road. The Special Use Permit zoning the county club operates under provides no information on this access gate. The Planning Commission would like staff to provide an update at their next work session on this item (January 18, 2022). If you or the appropriate person(s) can respond to my inquiry before January 10th I can provide this information in the planning Commission packet. You may also attend the January 18th Planning Commission meeting that starts at 6:00 p.m. by using the zoom connection at the end of this email.

An official mailing notice of this request will be provided to the country club for the scheduled Planning Commission recommendation set for February 1, 2022 and again when the Town Council is set to act on the request (date not yet set).

You can find material related to this request on the Town's website at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. I also attached the conceptual site plan/elevations and photo of the country club gate.

Please reach out to me with any questions.

Regards,

Paul E. Michaud, AICP
Planning Manager
Community Development – Planning Division
6401 E Lincoln Drive
480-348-3574 (phone)
pmichaud@paradisevalleyaz.gov
Office Hours: Mon-Fri 7:00 a.m. – 4:00 p.m., closed noon-1:00 p.m. and holidays

Stay informed with the Town's response to COVID-19 by visiting: www.paradisevalleyaz.gov/COVID-19

Sign up to receive emergency alerts & notifications from Alert PV: www.paradisevalleyaz.gov/AlertPV

Sign up for the Town's weekly COVID-19 Update by visiting: <https://l.townofpv.com/COVID19>

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Connection information for Planning Commission/Town Council Meetings

JOIN THE MEEING USING ONE OF THE OPTIONS BELOW

Option 1.

Join by Computer: <https://zoom.us/j/6678902153>

Option 2.

Join by smart phone: +16699006833,,6678902153#

AFFIDAVIT OF POSTING

STATE OF ARIZONA)

) ss:

County of Maricopa)

I, Mary Beth Stern, depose and state that the attached notice, of proposed application SUP located at East Cottontail Run Road / 7117 N. Tatum Blvd for the (Planning Commission/Town Council/Board of Adjustment/Hillside Committee) meeting date of Feb. 15, 20 22 is a true and correct copy of a notice which I cause to be posted by the following day of the week Tues, and on the following date January 25, 20 22 in the following location(s):

5000 E. Cottontail Run Road
Paradise Valley, AZ 85253

All in the Town of Paradise Valley, Arizona and County and State aforesaid, the same being public places in said County and in the following locations:

All to the Town of Paradise Valley, Arizona and County and State aforesaid.

DATED this 25th day of January, 20 22

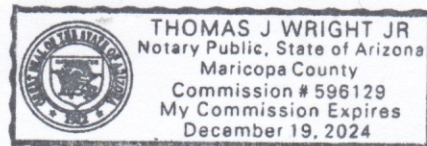
Mary Beth Stern
Signature

This affidavit was SUBSCRIBED AND SWORN to before me this 25th day of JANUARY, 20 22

Thomas Wright Jr
NOTARY PUBLIC

My commission expires:

12/19/2024





**ZONING
HEARING**
TOWN OF PARADISE VALLEY
Planning and Zoning Commission
Sun 1, Week 1, Paradise Valley, Arizona
6:00 PM - 8:00 PM DAY OF TOWN MEETING - 10:00 AM




ZONING HEARING
TOWN OF PARADISE VALLEY
Planning and Zoning Commission
600 E. Union St., Paradise Valley, Arizona
6:00 PM - 8:00 PM - 15 DAY OF NOTICE, 2024

AFFIDAVIT OF MAILING NOTIFICATION

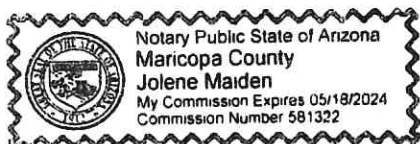
STATE OF ARIZONA)
) ss.
 County of Maricopa)

Re: Cottontail Run Road Gate

In accordance with the requirements of the Town of Paradise Valley, the undersigned hereby certifies that the attached mailing list for the proposed project is a complete list of property owners within 1,500 feet of the subject property in Paradise Valley, AZ, as obtained from the Maricopa County Assessor's Office on the following date: January 13, 2022, and such notification has been mailed on the following date: January 19, 2022.


 Sandra M. Corn, Paralegal
January 19, 2022
 Date

The foregoing instrument was acknowledged by me this 19th day of January, 2022, by Sandra M. Corn.



My commission expires:

5/18/2024


 NOTARY PUBLIC

Owner	Owner 2	INCAREOF	CURRENT	ADDR1	CITY	STATE	ZIP
STEVEN G LISA PARADISE VALLEY RES TRUST/ETAL	STEVEN G LISA EXEMPT FAMILY TRUST	c/o STEVEN G LISA TRUSTEE	or Current Resident	7113 N DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
RADOW ARTHUR B/BONNIE L TR			or Current Resident	7111 N DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
LD 6635 LLC			or Current Resident	6635 N LOST DUTCHMAN DR	PARADISE VALLEY	AZ	85253
CMH TRUST		c/o CHAD HORSTMAN	or Current Resident	11042 N 84TH PL	SCOTTSDALE	AZ	85260
WILLIAM EARLY TAIT TRUST		c/o TAIT PATRICIA ELIZABETH TR	or Current Resident	3131 E CAMELBACK RD	PHOENIX	AZ	85016
WEST SUNLAKE LTD			or Current Resident	7405 N LAS BRISAS LN	PARADISE VALLEY	AZ	85253
ROSE KERRY W			or Current Resident	PO BOX 45000	PHOENIX	AZ	85064
DRAGOVICH TOMISLAV/CONI M			or Current Resident	7431 N LAS BRISAS LN	PARADISE VALLEY	AZ	85253
EL CAMINO LAS BRISAS LLC			or Current Resident	5090 N 40TH ST STE 450	PHOENIX	AZ	85018
BIDWILL MICHAEL			or Current Resident	7451 N LAS BRISAS LN	PARADISE VALLEY	AZ	85253
LEIGH R LARSON QUAL PER RES TRUST 5/ETAL			or Current Resident	40803 N BRANGUS RD	SCOTTSDALE	AZ	85262
MASSROUR KAMIAR			or Current Resident	7310 N SHADOW MOUNTAIN RD	PARADISE VALLEY	AZ	85253
GOLDSTEIN ANDREW H/COLOMBO MARIA			or Current Resident	5108 E DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
MINOR THOMAS/GUENTHER CHRISTINE			or Current Resident	5100 E DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
TIMOTHY AND JANIECE WEBB REVOCABLE TRUST			or Current Resident	4906 E DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
GRAY KAREN CASTLES			or Current Resident	4900 E DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
PV DEVELOPMENTS INC			or Current Resident	200-30 SOUDAN AVE	TORONTO	ON	M4S 1V6
TRIANGLE MOUNTAIN LLC			or Current Resident	6855 N PEPPER TREE LN	PARADISE VALLEY	AZ	85253
LAURA H THILMAN REVOCABLE TRUST			or Current Resident	6854 N PEPPER TREE LN	PARADISE VALLEY	AZ	85253
LOVE LYNNE K			or Current Resident	6830 N DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
PNGP LLC		c/o GINA S	or Current Resident	PO BOX 1097	SOUTHAMPTON	NY	11969
THOMAS E PARDUN IRREVOCABLE TRUST/SANDRA L PARDUN IRREVOCABLE TRUST			or Current Resident	5099 NESTLE CT	RENO	NV	89511
BALLARD EXPLORATION COMPANY INC	LES AND CAROL BALLARD FAMILY TRUST		or Current Resident	1021 MAIN ST STE 2310	HOUSTON	TX	77002
JAMES NORLING SEP PROP TR/J&D NORLING FAM TR			or Current Resident	7239 N DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
TRUST D		c/o CHARLES EARL LADLOW TRUSTEE	or Current Resident	2643 BREEZEWOOD DR	LANCASTER	PA	17601
CHAPMAN NICHOLAS J			or Current Resident	508 E MANDALAY DR	SAN ANTONIO	TX	78212
HORTON STACEY			or Current Resident	4921 E PRICKLY PEAR LN	PARADISE VALLEY	AZ	85253
DANIEL J ZELISKO FAMILY TRUST		c/o DANIEL J ZELISKO TRUSTEE	or Current Resident	4907 E PRICKLY PEAR LN	PARADISE VALLEY	AZ	85253
RISING MARTIN LEE/KANDACE J			or Current Resident	4837 E PRICKLY PEAR LN	PARADISE VALLEY	AZ	85253
AMERCO REAL ESTATE COMPANY			or Current Resident	2727 N CENTRAL AVE STE 500	PHOENIX	AZ	85004
ZELISKO DANIEL J/LESLIE S			or Current Resident	4801 E DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
QURESHI JUNAID I			or Current Resident	7101 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
FLAHERTY SCOTT			or Current Resident	7111 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
HUNTER TRUST		c/o CARRAS DAVID J/KIMBERLY J TR	or Current Resident	7720 E GELDING DR	SCOTTSDALE	AZ	85260
OBADIA JACK/SHARON J			or Current Resident	7131 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
CUSHING MARK L/LANGLEY NATALIE R			or Current Resident	7132 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
OKRZESIK RANDY/KATHY/SCHUEER ROBERT FRANK/SANDRA ANN			or Current Resident	7120 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
TWIN PALMS REAL ESTATE LLC			or Current Resident	7110 N QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
4711 QUARTZ MOUNTAIN LLC			or Current Resident	4711 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
NOBLE MICHAEL/JODI			or Current Resident	4717 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
HOLMAN CALVIN M/VIRGINIA ANN			or Current Resident	1001 BROOKWOOD AVE	COLUMBUS	GA	31906
LARRY S LAZARUS AND MARLYS A LAZARUS FAM TR			or Current Resident	4718 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
PATEL JHAVER A/VASANT			or Current Resident	11218 N 56TH ST	SCOTTSDALE	AZ	85254
RAMESH C PATRI AND HYMAVATHI PATRI TRUST			or Current Resident	4733 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
JGM GROUP LLC			or Current Resident	5035 E COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253

Owner	Owner 2	INCAREOF	CURRENT	ADDR1	CITY	STATE	ZIP
KELLY JEROME/CAROL			or Current Resident	5055 E COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253
PARADISE VALLEY COUNTRY CLUB			or Current Resident	7101 N TATUM BLVD	PARADISE VALLEY	AZ	85253
BERGERON FAMILY REVOCABLE TRUST		c/o BERGERON JEFFREY D/STEPHANIE W TR	or Current Resident	5045 E COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253
KENNEY EMMET/DIANE			or Current Resident	2115 ROSE CREEK BLVD S	FARGO	ND	58104
C JOURNEY REVOCABLE LIVING TRUST		c/o EHRICH CHRISTINE TR	or Current Resident	5844 E LAFAYETTE BLVD	PHOENIX	AZ	85018
CASEBOLT VICTOR A TR/JO B TR			or Current Resident	7201 N COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253
FIELER DAVID JR			or Current Resident	5022 E COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253
COTTON TRAIL RUN 4928 LLC			or Current Resident	2400 E ARIZONA BILTMORE CIRCLE DR 2200	PHOENIX	AZ	85016
COTTONTAIL RUN ROAD HOA LLC	CLT 7117 LLC		or Current Resident	645 E MISSOURI AVE STE 250	PHOENIX	AZ	85012
VINCENT BOB			or Current Resident	1797 E CHESTNUT BLVD	LAKE HAVASU CITY	AZ	86404
HAZEL P SEIDEL SURVIVOR'S TRUST			or Current Resident	4825 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
RAW DOGS TRUST		c/o WATERMAN RANDAL A/MARY ROMAINE TR	or Current Resident	4819 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
WILLIAM ANTHONY VITTI REVOCABLE TRUST			or Current Resident	4809 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
MORRISON FAMILY TRUST		c/o MORRISON GARY ALAN/ANDREA S TR	or Current Resident	4801 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
CSS TRUST		c/o STOCKS CHRISTOPHER S TR	or Current Resident	4800 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
HUMMINGBIRD VIEW LLC			or Current Resident	283 SUMMIT AVE	SAN RAFAEL	CA	94901
WILLIAMS GREGORY M/JANE H			or Current Resident	4820 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
CORRALLO AND YANG LIVING TRUST		c/o CORRALLO MARK/YANG HUILING TR	or Current Resident	4824 E HUMMINGBIRD LN	PARADISE VALLEY	AZ	85253
COTTONTAIL INVESTMENTS LLC			or Current Resident	7332 E BUTHERUS DR	SCOTTSDALE	AZ	85260
MARPHY L BUTTERFIELD FAMILY TRUST			or Current Resident	7001 N TATUM BLVD	PARADISE VALLEY	AZ	85253
LAURA E GOONE REVOCABLE TRUST		c/o GOONE LAURA E/DAVID S TR	or Current Resident	984 OAK DR	GLENCOE	IL	60022
PARADISE VALLEY LLC			or Current Resident	39 POLECAT DR	ASPEN	CO	81611
GEDDES F MICHAEL & SHEILA P TR			or Current Resident	6725 N TATUM BLVD	PARADISE VALLEY	AZ	85253
NORRIS JOAN B TR			or Current Resident	6835 N PEPPER TREE LN	PARADISE VALLEY	AZ	85253
W SCOTT AND KAREN ROBERTSON FAMILY TRUST			or Current Resident	6845 N PEPPER TREE LN	PARADISE VALLEY	AZ	85253
TERRY D AND WILMA S HENDERSON LIVING TRUST		c/o HENDERSON WILMA S/BAILEY MATTHEW PA	or Current Resident	6701 N JOSHUA TREE LN	PARADISE VALLEY	AZ	85253
LEVY MARK I TR		c/o MARK I LEVY TRUSTEE	or Current Resident	6805 N JOSHUA TREE LN	PARADISE VALLEY	AZ	85253
MYCON STEVE/DEBORAH			or Current Resident	7100 55TH AVENUE SOUTH	SEATTLE	WA	98118
PATEL KAMLESH/DEEPA K			or Current Resident	2728 E REDFIELD RD	PHOENIX	AZ	85032
CHABOT JEFFREY L/CHASE DANA MEREDITH			or Current Resident	4717 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
SCHNEIDER BRIGITTE URSULA/MARK ROBERT/LISA ANN			or Current Resident	4701 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
PICCINATI ARTHUR J/KIRCH MARGARET E TR			or Current Resident	6816 N JOSHUA TREE LN	PARADISE VALLEY	AZ	85253
MOSES RUFUS A/GARNET			or Current Resident	6804 N JOSHUA TREE LN	PARADISE VALLEY	AZ	85253
MISRAS REVOCABLE TRUST		c/o MISRA SIMANT/MISHRA CHANDANA TR	or Current Resident	4428 E ROBIN LN	PHOENIX	AZ	85050
TP HOLDINGS LLC		c/o THOMAS TAIT	or Current Resident	6807 N PEPPER TREE LN	PARADISE VALLEY	AZ	85253
SHOOTING STAR REVOCABLE TRUST		c/o COUKOULIS THEODORE/MITZI TRUSTEES	or Current Resident	4710 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
PALERMO STEPHEN T			or Current Resident	4720 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
DUFFEY LEONARD E/ROSEMARY P TR			or Current Resident	4800 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
GERSTMAN FAMILY TR			or Current Resident	4820 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
KATHERINE JOHNSON PEDERSEN TRUST			or Current Resident	4828 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
NAINI ABBAS/NAEINI FIROUZEH			or Current Resident	PO BOX 7982	TEMPE	AZ	85281
JAMILA H DAIZA TRUST		c/o NADIYA M DAIZA TRUSTEE	or Current Resident	7424 N TATUM BLVD	PARADISE VALLEY	AZ	85253
DAIZA MAYAR M			or Current Resident	PO BOX 15704	SCOTTSDALE	AZ	85267
WINOGRAD REVOCABLE TRUST		c/o WINOGRAD MARK/SLATON-WINOGRAD SAN	or Current Resident	4815 E CRYSTAL LN	PARADISE VALLEY	AZ	85253
DECEDENTS TRUST/SURVIVORS TRUST		c/o SCHUST JOANNE TR	or Current Resident	4807 E CRYSTAL LN	PARADISE VALLEY	AZ	85253

Owner	Owner 2	INCAREOF	CURRENT	ADDR1	CITY	STATE	ZIP
TALEEN JOHN THOMAS/SARA J TR			or Current Resident	4801 E CRYSTAL LN	PARADISE VALLEY	AZ	85253
MILLIGAN ROBERT J/KERRY E R TR			or Current Resident	4737 E CRYSTAL LN	PARADISE VALLEY	AZ	85253
PAOLI STEVEN F			or Current Resident	4750 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
WEISSKOPF REVOCABLE LIVING TRUST		c/o WEISSKOPF PETER A/CYNTHIA S TRUSTEES	or Current Resident	4709 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
LOWE IRVING & MIRIAM TR			or Current Resident	4729 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
MICHAEL AND JANE KUNDE 2014 REVOCABLE TRUST			or Current Resident	4801 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
WELLS RODGER D/VALERYE L TR			or Current Resident	4821 E CLEARWATER PKWY	PARADISE VALLEY	AZ	85253
SCOTT D GOLDMAN REVOCABLE TRUST		c/o GOLDMAN SCOTT D/LAUREN TR	or Current Resident	1233 WALDEN LN	DEERFIELD	IL	60015
WHEELER STEVEN M & ANN M			or Current Resident	3100 VALLEY CENTER	PHOENIX	AZ	85073
PESTER REVOCABLE TRUST	PESTER PROPERTIES ARIZONA LLC	c/o PESTER THOMAS L/JUDITH A TR	or Current Resident	7231 N 47TH ST	PARADISE VALLEY	AZ	85253
KATZ LAWRENCE ALLEN/ELLEN C			or Current Resident	7201 N 47TH ST	PARADISE VALLEY	AZ	85253
ISON FAMILY REVOCABLE TRUST		c/o ISON MURRAY/NANCY TR	or Current Resident	7141 N 47TH ST	PARADISE VALLEY	AZ	85253
TAUTE BRYAN			or Current Resident	7131 N 47TH ST	PARADISE VALLEY	AZ	85253
PUTNAM CHANDRA LYNN/VASQUEZ JON			or Current Resident	7115 N 47TH ST	PARADISE VALLEY	AZ	85253
BOPPART TRUST		c/o BOPPART JOHN/OONAGH TRUSTEES	or Current Resident	7101 N 47TH ST	PARADISE VALLEY	AZ	85253
TRACHT NEIL/LINDA			or Current Resident	7037 N 47TH ST	PARADISE VALLEY	AZ	85253
NYE RICHARD Q/JOHNSEN CAROLYN J			or Current Resident	7025 N 47TH ST	PARADISE VALLEY	AZ	85253
WILDIN JEFFREY D			or Current Resident	7001 N 47TH ST	PARADISE VALLEY	AZ	85253
GUTIERREZ XAVIER A			or Current Resident	7000 N 47TH ST	PARADISE VALLEY	AZ	85253
JACKSON MANNIE			or Current Resident	7036 N 47TH ST	PARADISE VALLEY	AZ	85253
DESANTIS ANTHONY/JORDAN			or Current Resident	7100 N 47TH ST	PARADISE VALLEY	AZ	85253
BLACK JOEL W II/HEIDI ANN			or Current Resident	7116 N 47TH ST	PARADISE VALLEY	AZ	85253
COUCHE FAMILY REVOCABLE TRUST		c/o COUCHE ROLAND M/JUNE C TR	or Current Resident	4675 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
LONDON RICHARD A/SANDY M			or Current Resident	3303 E 200 N	RIGBY	ID	83442
LINDA S HUGHES REVOCABLE TRUST/JOHN P HUGHES REVOCABLE TRUST			or Current Resident	531 N PINCKNEY ST UNIT F	MADISON	WI	53703
MAYER FAMILY TRUST		c/o MAYER GREGORY K/ANITA PITOT TR	or Current Resident	7037 N 46TH PL	PARADISE VALLEY	AZ	85253
JBF TRUST		c/o FITZPATRICK JAMES COURTNEY/BETTY JOAN	or Current Resident	7115 N 46TH PL	PARADISE VALLEY	AZ	85253
JOSEPH W BEHNEY AND ELSA M P BEHNEY LIVING TR			or Current Resident	5034 ALTA CANYADA RD	LA CANADA FLINTRIDG	CA	91011
ZINN NATHAN/JENNIFER			or Current Resident	6025 E PEBBLES CT	CAVE CREEK	AZ	85331
GRIFFIN FAMILY TRUST		c/o GRIFFIN ERIC J/TAYNE C TR	or Current Resident	4421 N 296TH ST	PHOENIX	AZ	85016
LARRY D BLAIR TRUST			or Current Resident	4645 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
HERBERGER GARY K TR			or Current Resident	4645 E QUARTZ MOUNTAIN RD	PARADISE VALLEY	AZ	85253
SESE VICTOR E/ELIZABETH			or Current Resident	4749 E INDIAN BEND RD	PARADISE VALLEY	AZ	85253
BRADLEY TREG C			or Current Resident	24484 N 119TH PL	SCOTTSDALE	AZ	85255
TB ANDERSON TRUST		c/o ANDERSON TROY LEE/BRENDA MAY TR	or Current Resident	6828 N 48TH ST	PARADISE VALLEY	AZ	85253
HAIG FAMILY TRUST		c/o HAIG THEODORE V/CAROLE M TR	or Current Resident	6809 N 48TH ST	PARADISE VALLEY	AZ	85253
ERIC J WICHTERMAN AND CORRINE R WICHTERMAN TRUST			or Current Resident	2555 E CAMELBACK RD STE 400	PHOENIX	AZ	85016
DESERT FAIRWAYS LLC			or Current Resident	PO BOX 478	TERRE HAUTE	IN	47808
NORTON JOHN R III & DORIS S			or Current Resident	PO BOX 44015	PHOENIX	AZ	85064
JKS REVOCABLE TRUST		c/o SINGER JASON K TR	or Current Resident	8620 N AVENIDA DEL SOL	PARADISE VALLEY	AZ	85253
CARRITT PAMELA J/JAN B TR			or Current Resident	5201 E ARROYO RD	PARADISE VALLEY	AZ	85253
FOLZ ROLAND/MELANIE A			or Current Resident	5211 E ARROYO RD	PARADISE VALLEY	AZ	85253
KINGFISHER HOLDINGS I LLC			or Current Resident	PO BOX 1410	VASHON	WA	98070
CARON JEFFERY/STACEY L			or Current Resident	5227 E ARROYO RD	PARADISE VALLEY	AZ	85253
ARKULES BARBARA			or Current Resident	5224 E ARROYO RD	PARADISE VALLEY	AZ	85253

Owner	Owner 2	INCAREOF	CURRENT	ADDR1	CITY	STATE	ZIP
SUSAN L DRESCHER MULZET REVOCABLE TRUST			or Current Resident	5218 E ARROYO RD	PARADISE VALLEY	AZ	85253
GLAZIER SHAWNA/BYRNES ANDREW			or Current Resident	1729 E OSBORN RD	PHOENIX	AZ	85016
GRAND VILLAGE DEBORADO LLC			or Current Resident	7101 N DESERT FAIRWAYS DR	PARADISE VALLEY	AZ	85253
SHANNON FAMILY TRUST AGREEMENT		c/o SHANNON JOHN JOSEPH/SARAH JANE CALFE	or Current Resident	7511 N EUCALYPTUS DR	PARADISE VALLEY	AZ	85253
7510 N EUCALYPTUS DRIVE LLC			or Current Resident	451 JACKSON ST	SAN FRANCISCO	CA	94111
ARKULES STACEY			or Current Resident	7502 N EUCALYPTUS DR	PARADISE VALLEY	AZ	85253
CLARKE WILLIAM A/MARGARET O			or Current Resident	7310 N EUCALYPTUS DR	PARADISE VALLEY	AZ	85253
DE BELL MICHAEL A/ROBYN J TR			or Current Resident	7311 N EUCALYPTUS DR	PARADISE VALLEY	AZ	85253
PARAMOUNT LUXURY DEVELOPMENT LLC			or Current Resident	1402 E COLT RD	TEMPE	AZ	85284
ELIZABETH DANZIK			or Current Resident	5022 E COTTONTAIL RUN RD	PARADISE VALLEY	AZ	85253



Paul Michaud
Planning Manager
Town of Paradise Valley
6401 E. Lincoln Drive
Paradise Valley, AZ 85253

NOTIFICATION OF
(1) NEIGHBORHOOD MEETING
(2) PLANNING COMMISSION HEARING

Dear Resident:

This letter is being sent to advise you of two upcoming meetings in connection with a new Special Use Permit for a private roadway gate located on East Cottontail Run Road (5000 E Cottontail Run Road and 7117 N Tatum Boulevard). East Cottontail Run Road is an existing private roadway located immediately north of the Paradise Valley Country Club property, east of Tatum Boulevard and terminates in a cul-du-sac. Mailing notification is being sent to property owners within 1,500 feet of the proposed request. Additional mailing notice(s) will be sent later once this application moves onto Town Council. Enclosed are a site plan and elevations of the proposed gate.

If you have any questions about this request, please contact Paul Michaud with the Town of Paradise Valley Community Development Department at 480-348-3574 or pmichaud@paradisevalleyaz.gov and/or contact the applicant representative Doug Jorden at 480-505-3909 or Doug@jordenlaw.com.

Sincerely,

Digitally signed by Paul
Michaud
Date: 2022.01.13 13:53:44
-07'00'

Paul Michaud
Planning Manager



(1) NEIGHBORHOOD MEETING

The applicant will be hosting a neighborhood informational meeting (Citizen Review Session) regarding the proposed private roadway gate. This neighborhood informational meeting is in accordance with Section 2.5.2.F of the Town Code and Sections 1102.3 of the Town Zoning Ordinance.

**This neighborhood informational meeting will be on January 31, 2022 at 6:00 p.m.
THIS MEETING WILL BE HELD BY REMOTE PARTICIPATION ONLY.**

You are encouraged to attend and participate via the following option:

Zoom Conference

(a) Computer:

- <https://zoom.us/join>
- On the page above, enter the meeting ID: **861 9173 6208**
- If prompted, enter the passcode: **532984**

(b) Telephone: 1 (669) 900-6833 Meeting ID: 861 9173 6208

You are invited to attend to learn about the application and make your opinion known. If you would like a Zoom meeting link emailed to you, please contact Sandi Corn at (480) 505-3907 or scorn@jordenlaw.com. If you wish to provide us comments or questions, please contact Doug Jorden at 480-505-3909.

(2) PLANNING COMMISSION HEARING

Notice is hereby given that the **Town of Paradise Valley Planning Commission will hold a public hearing at 6:00 p.m. on Tuesday, February 15, 2022**, at Town Hall, 6401 East Lincoln Drive, Paradise Valley, Arizona, 85253 for:

PUBLIC HEARING: Doug Jorden of Jorden Law Firm, P.C., on behalf of Cottontail Run Road HOA, LLC, an Arizona limited liability company, and CLT 7117, LLC, an Arizona limited liability company, request a new Special Use Permit application for a private roadway gate on East Cottontail Run Road (Maricopa County Tax Parcels 169-08-044D and 169-08-044J).

THIS MEETING MAY BE HELD BY REMOTE PARTICIPATION ONLY

PUBLIC PARTICIPATION IN THE MEETING:

Members of the public are encouraged to participate in the meeting via the following options:

1. View the live stream at <https://paradisevalleyaz.legistar.com/Calendar.aspx>

(a) Click on Calendar Tab

(b) Look for Planning Commission meeting (you may have to select it from the dropdown list) and find the meeting date

(c) Click the “In Progress” link in the column titled Video

2. Zoom Conference

(a) Computer: <https://zoom.us/j/6678902153>

(b) Telephone: 1 669 900 6833 Meeting ID 667 890 2153

3. Submitting questions and comments:

- (a) Visit <https://paradisevalleyaz.legistar.com/Calendar.aspx>, search for the meeting date, and click “eComment”. Locate the agenda item you are interested in and click “Comment” (Please submit comments at least 1 hour prior to meeting)
- (b) Email pmichaud@paradisevalleyaz.gov (Please submit comments at least 1 hour prior to meeting)

4. Speaking during Call to the Public / Public Meetings

- (a) Visit <https://paradisevalleyaz.legistar.com/Calendar.aspx>, search for the meeting date, and click “eComment”. Locate the agenda item and click “Register to Speak”. Join the meeting by dialing 1 669 900 6833 Meeting ID 667 890 2153
- (b) If attending by Zoom Video Conference, click the chat button and enter your name and the agenda item you would like to address

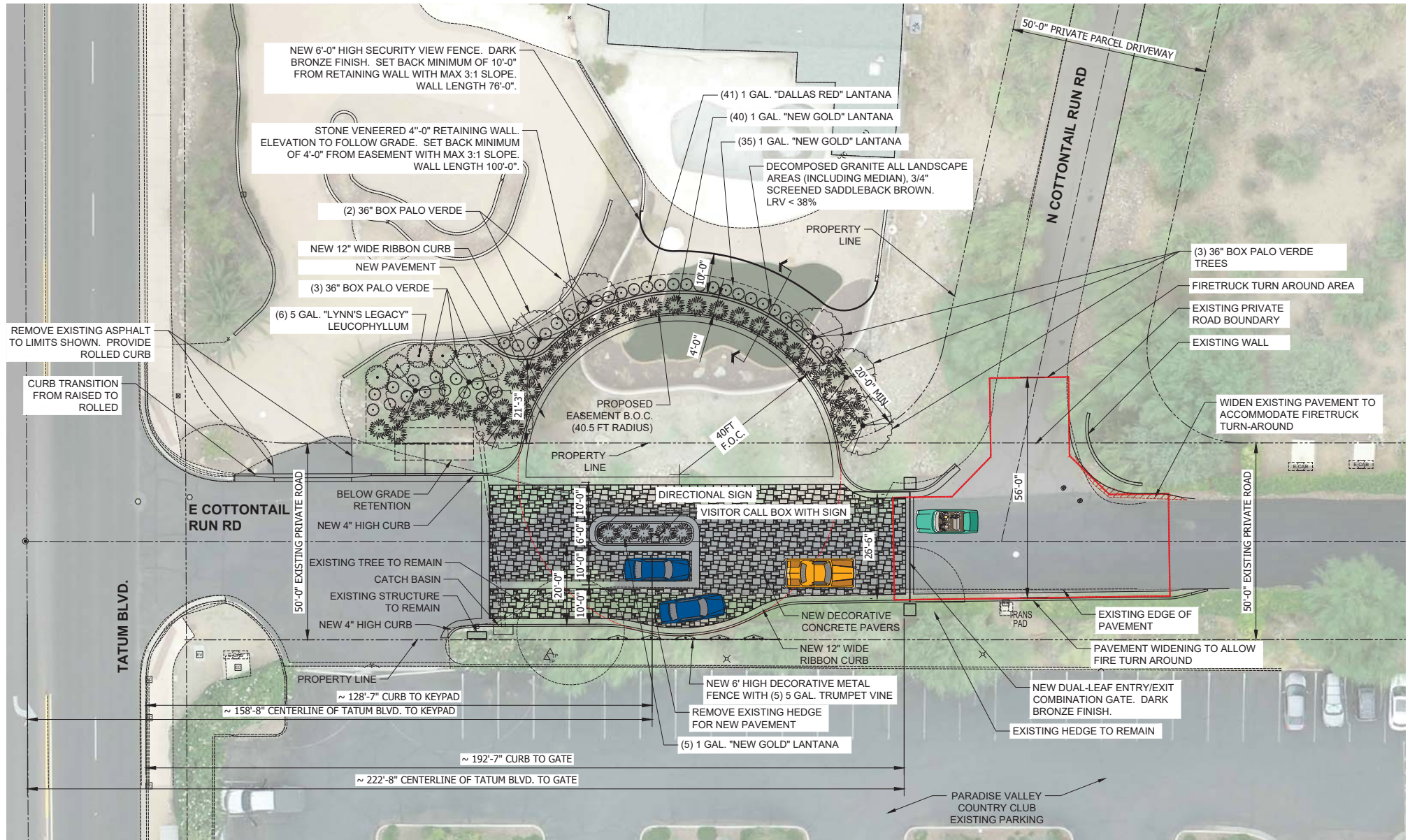
(These meeting participation guidelines are pursuant to Town Council Resolution 2020-08 adopted March 17, 2020.)

Notice is hereby given pursuant to A.R.S. §38-431.02. that members of the Planning Commission will attend by audio/video conference call.

The Town of Paradise Valley endeavors to make all public meetings accessible to persons with disabilities. With 72 hours advance notice, special assistance can be provided for disabled persons at public meetings. Please call 480-948-7411 (voice) or 483-1811 (TDD) to request accommodation.

For further information about any of these matters, please contact the Community Development Department, 6401 E. Lincoln Drive, Paradise Valley, Arizona, 480-348-3692.

All agendas are subject to change. You can view the agenda, find application material, and provide your input via eComment approximately 4-6 days prior to the meeting date at <https://paradisevalleyaz.legistar.com/Calendar.aspx>. You may also contact the staff liaison, Paul Michaud on this application at pmichaud@paradisevalleyaz.gov or 480-348-3574 at any time before the scheduled meeting date.



East Cottontail Run Road SUP Gated Entry Conceptual Site Plan

N:\010214601\CADD\2021 gate SUP\LB ENTRY.dwg

November 4, 2021





VINE TRELLIS
(6' TALL MAX)



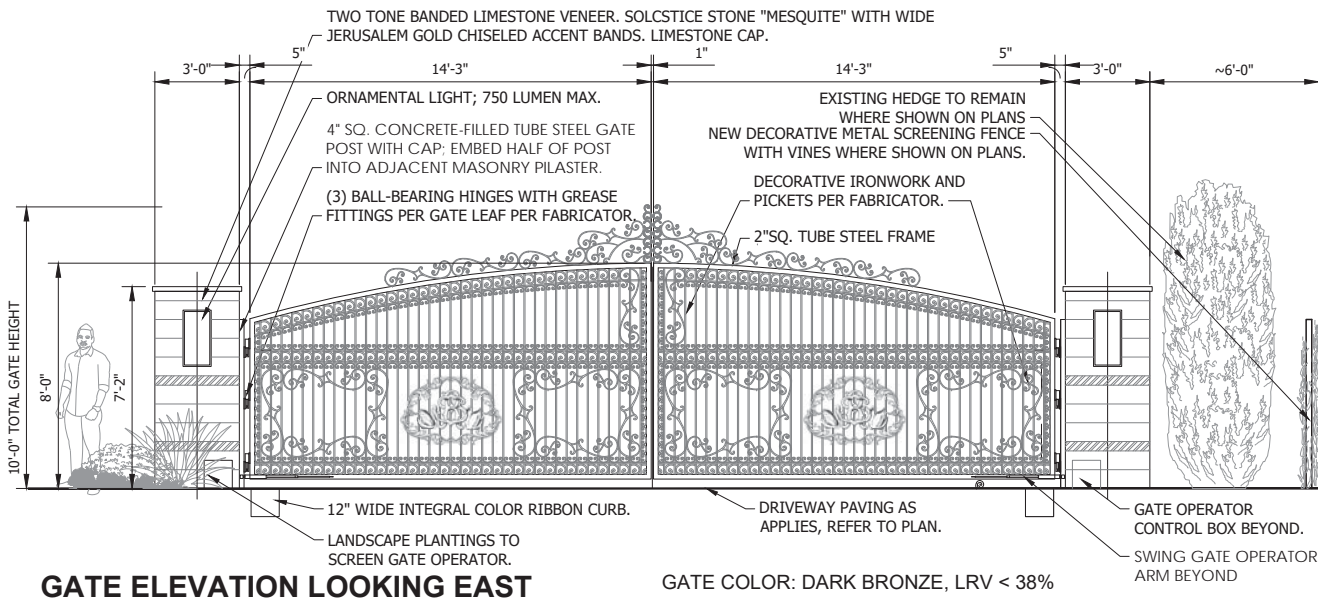
LIGHTS AT GATE
LIGHT SOURCE
HIDDEN IN TOP



STONE VENEER ON COLUMNS AND CALL BOX PEDESTAL
SOLSTICE STONE (LIMESTONE), MESQUITE BRUSHED (LEFT)
AND JERUSALEM GOLD LINE CHISELED (CENTER). PAVERS:
BELGARD MEGA-BERGERAC (RIGHT), TOSCANA COLOR BLEND.
LRV VALUES LESS THAN 38%

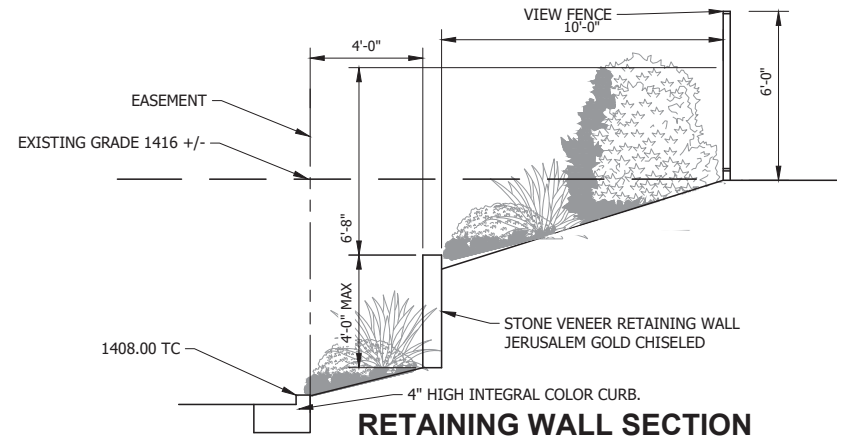
PROPOSED MATERIALS

FINAL MATERIALS, COLORS, AND SELECTION MAY VARY FROM IMAGES
SHOWN BUT WILL BE OF SIMILAR QUALITY AND CHARACTER



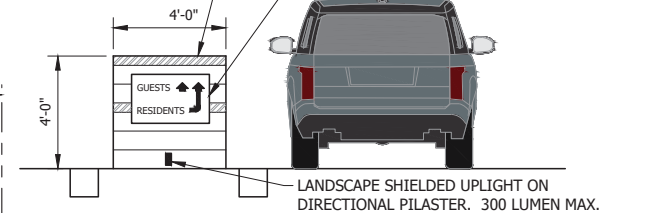
GATE ELEVATION LOOKING EAST

GATE COLOR: DARK BRONZE, LRV < 38%



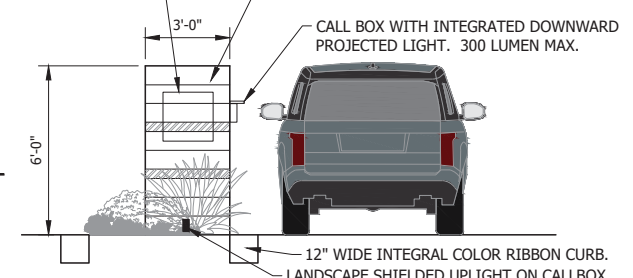
RETAINING WALL SECTION

TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB. DIRECTIONAL SIGN (LESS THAN 4 SF)

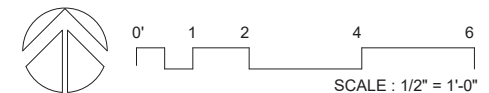


DIRECTIONAL SIGN ELEVATION

CALLBOX SIGN MAX 24" SQ. TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB. CALL BOX WITH INTEGRATED DOWNWARD PROJECTED LIGHT. 300 LUMEN MAX.



CALL BOX ELEVATION LOOKING EAST



NOVEMBER 4, 2021

MR. AND MRS. RICHARD J STEPHENSON

November 22, 2021

Dear Cottontail Run Road Neighbor,

We trust you are well and extend to you happy and joyful holiday best wishes. Most of you know that several years ago we pursued installing a "community" gate at the entry to Cottontail Run Road off Tatum Boulevard. The purpose of this gate was to provide additional security for each homeowner along Cottontail Run Road East and Cottontail Run Road North. We have resurrected the project and are happy to say that we have made a lot of progress with the Town of Paradise Valley in bringing this to fruition.

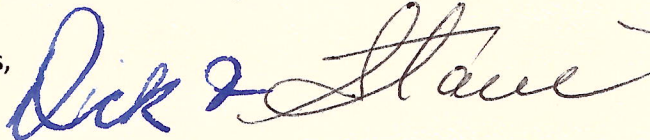
The gate would be positioned a few feet east of the mailboxes and a few feet west of Cottontail Run Road North. A new cul-de-sac will be added west of the gate to allow for turnarounds for persons who are not entitled to use the gate. The new cul-de-sac will be located on property we control. The entrance to the gate is designed with two lanes, one for homeowners and one for guests. The colors of the pillars, lighting, and landscaping have been selected according to the Town of Paradise Valley requirements. The location of the gate, the new cul-de-sac, and the two approach lanes will maximize convenience for our fellow residents and safety for both residents and non-residents.

We sincerely hope each of you are as excited about the additional security, enhancement, and added value to our "neighborhood," as we are. There is no cost to you for this project. We are covering all project costs and all monthly operational and maintenance costs. Each of you will have full 24- hour access to the gate, as well as the codes and contact numbers to call for any malfunction or questions.

Enclosed are two drawings of the proposed gate—an overall site plan and another plan showing the gate and other details. We have started the process with the Town to obtain a "Special Use Permit" for the gate. This is a public process with several public meetings in the upcoming months; you will receive notices during the upcoming months about public meetings. We are communicating now to inform you of the progress, upcoming meetings, and to give us an opportunity to answer your questions. Please call our property manager, Mary Beth Stern, with any questions.

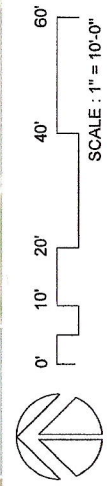
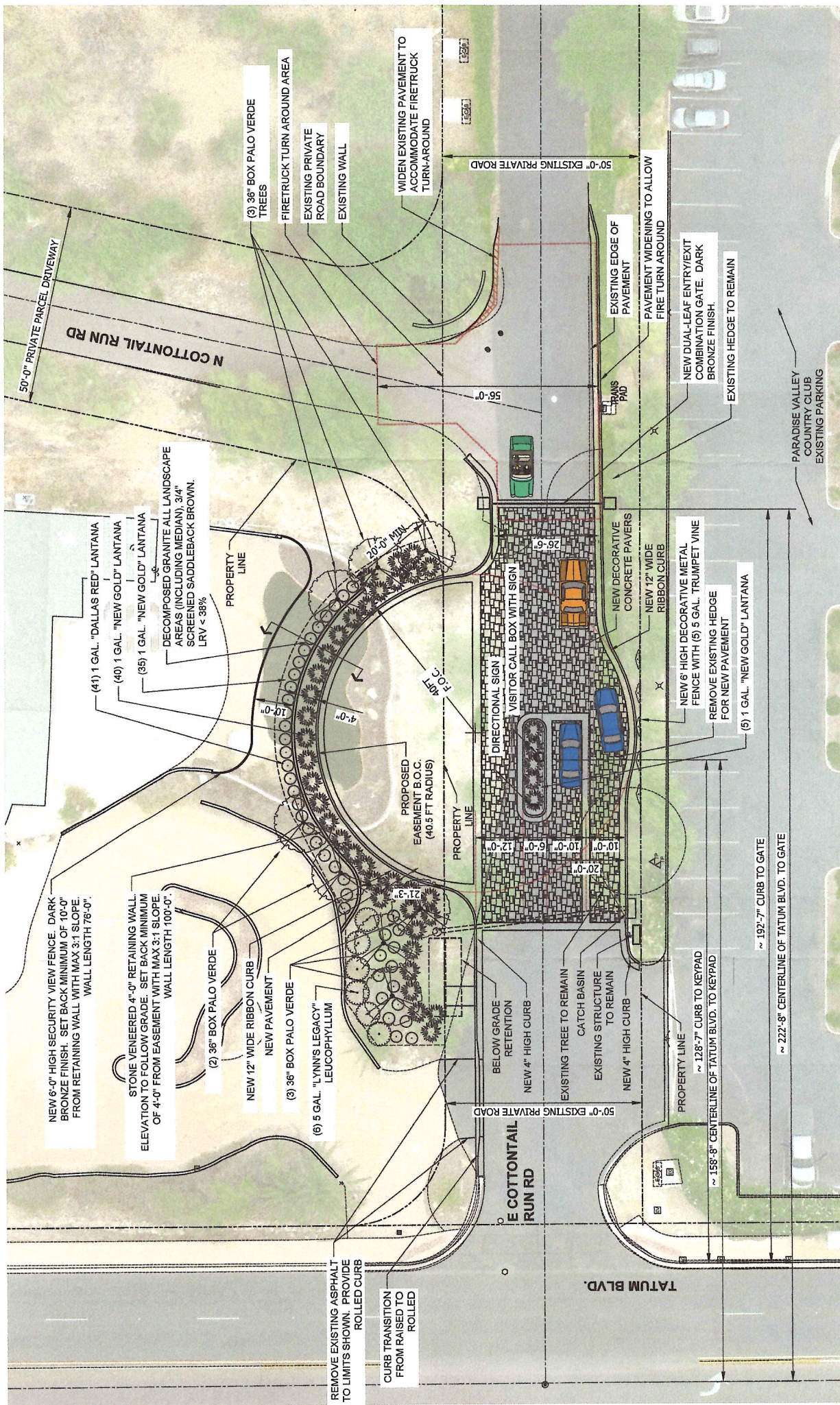
We believe this will be a wonderful addition to our neighborhood and will also provide the necessary security to ensure the safety of all homeowners.

Regards,

A handwritten signature in blue ink that reads "Dick & Stacie". The signature is fluid and cursive, with the first names being more prominent.

Richard & Stacie Stephenson
5000 East Cottontail Run Road

Mary Beth Stern
602-989-0556
marybeth.stern@icic-usa.com

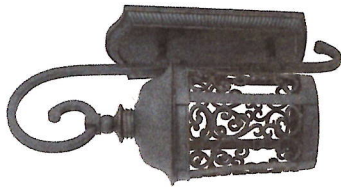


East Cottontail Run Road SUP Gated Entry Conceptual Site Plan

November 16, 2021



VINE TRELLIS
(6' TALL MAX)



LIGHTS AT GATE
LIGHT SOURCE
HIDDEN IN TOP

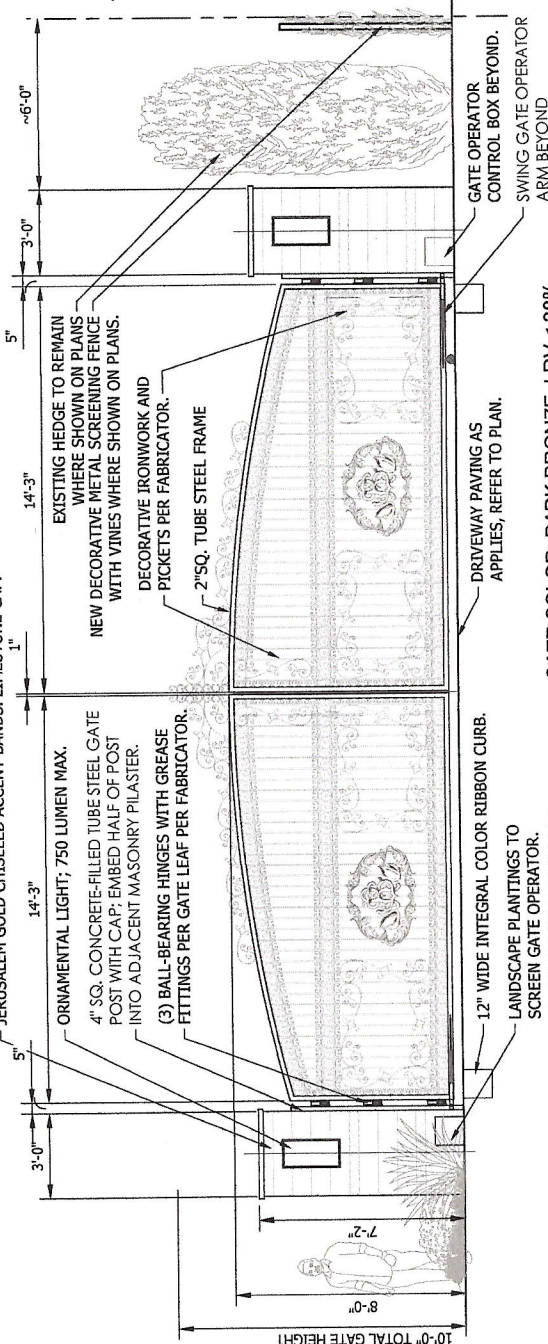


STONE VENEER ON COLUMNS AND CALL BOX PEDESTAL
SOLSTICE STONE (LIMESTONE), MESQUITE BRUSHED (LEFT)
AND JERUSALEM GOLD LINE CHISELED (CENTER). PAVERS:
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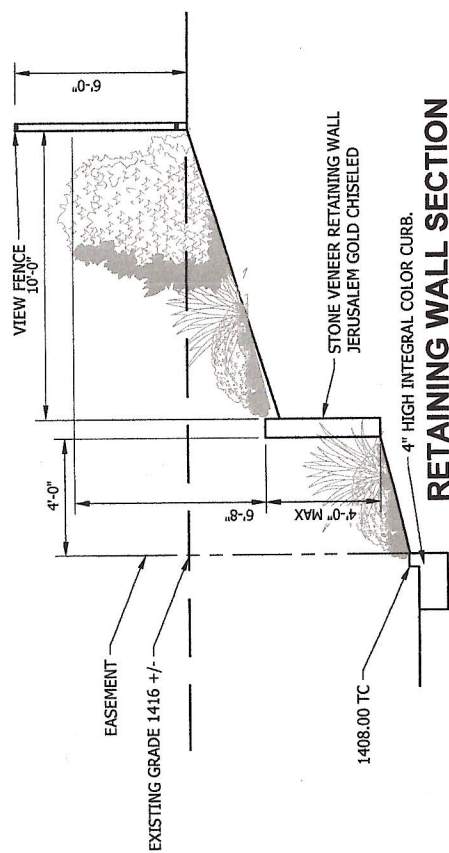
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JERUSALEM GOLD CHISELED ACCENT BANDS. LIMESTONE CAP.

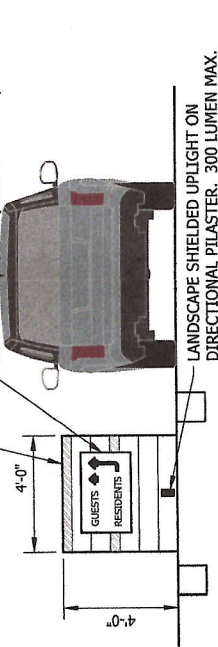


GATE ELEVATION LOOKING EAST



RETAINING WALL SECTION

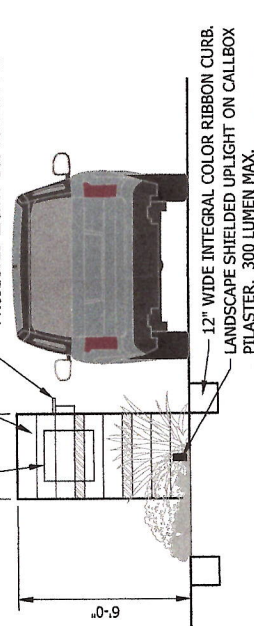
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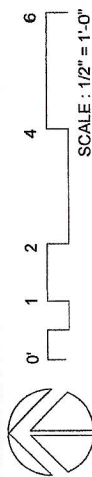
DIRECTIONAL SIGN ELEVATION

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CALL BOX WITH INTEGRATED DOWNWARD PROJECTED LIGHT. 300 LUMEN MAX.



CALL BOX ELEVATION LOOKING EAST



NOVEMBER 4, 2021

When recorded, mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Grant of Access Easement over Private Roadway and Private Roadway Maintenance Agreement (“Agreement”) is made and entered into as of _____, 2022, by and between CLT 7117, LLC, an Arizona Corporation (“Grantor”), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation (“Town”).

1. Grantor is the fee simple owner of that certain real property located in the Town of Paradise Valley, Arizona, as described on Exhibit A, attached hereto and incorporated by reference herein, and located at 7117 North Tatum Boulevard, Paradise Valley, AZ 85253 (the “Property”).

2. Grantor hereby grants to Town non-exclusive access easement rights in, over, and across that certain real property described on Exhibit B, attached hereto and incorporated by reference herein, (the “Private Roadway”) and Town accepts same by execution of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, Grantor may continue to use the Private Roadway for any and all lawful purposes so long as such uses do not materially and adversely interfere with the access granted in this Agreement. Town acknowledges and agrees that the use of the Private Roadway consistent with Town-approved plats, plans, and ordinances does not materially or adversely interfere with the access granted in this Agreement. Grantor may design, construct, maintain, or operate a private road, gates, guardhouses, utilities, curbs, lighting, landscaping, and other improvements, equipment, and facilities (the “Facilities”) as permitted by Town-approved plats, plans, and ordinances, as such documents may be amended, modified, supplemented, or replaced from time to time (collectively, the “Plans”), and in compliance with all applicable ordinances, codes, rules, and regulations (“Applicable Law”). If a Facility blocks or obstructs the use of or access to, over, or across the Private Roadway, Grantor or Owner shall provide a convenient method of access through the Facility to the Town and to the owners of any property to which the Private Roadway provides access. Grantor may locate, relocate, modify, remove, and replace the Facilities from time to time so long as the remaining Facilities satisfy the Plans and Applicable Law. Grantor shall preserve, install, or cause the installation of landscaping on the Private Roadway that meets the standards contained in Town Code Section 5-10-7(D)(1), as amended.

4. For the purposes of this Agreement, the “Owners” shall mean and refer to any and all persons and entities owning all or a portion of the Property. If more than one Owner exists,

obligations arising pursuant to Paragraphs 5, 6, 7, and 8 of this Agreement shall be joint and several.

5. The Owners, at their own cost and expense, shall maintain or cause the maintenance of the Private Roadway and Facilities in a clean, proper, and workmanlike manner, in compliance with Applicable Law, including the standards contained in Town Code Section 5-10-7(D)(1), as amended, and in compliance with the Town of Paradise Valley Landscape Guidelines.

6. If for any reason the Owners do not fulfill their duty to clean and maintain the Private Roadway as required by Paragraph 5 and such failure continues for 60 days after written notice thereof from Town (except in the case of imminent danger where only reasonable prior notice is required), Town shall have the right of self-help as described herein. In addition to any other rights under the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights, Town shall have the right to enter the Private Roadway to clean or to maintain the Private Roadway, and to be compensated by the Owners for the actual out-of-pocket costs and expenses incurred by the Town for such cleaning and maintenance, as required by this Agreement and Applicable Law (the "Costs"). Notwithstanding the foregoing, so long as the Owners have commenced to cure the failure within 60 days after written notice thereof from Town and thereafter diligently prosecute such cure to completion, Town shall not exercise any of its rights or remedies in this Paragraph 6 (except in the case of imminent danger).

7. If the Owners do not compensate Town for the Costs as contemplated in Paragraph 6 within five business days, Town shall make a written demand to the Owners and their lenders (as evidenced by a deed of trust or mortgage recorded in the Official Records of Maricopa County). On or after 30 business days following such demand, Town shall make a second written demand in the same form and to the same parties, and 10 business days after that second written demand, Town may (i) record a Notice of Claim of Lien against the Property and any lots therein to secure the payment of the Costs, and (ii) send a copy of said Notice of Lien to the Owners. Each written demand shall reference this Agreement and the Town's right to lien. Any Owner or any lender may, but shall not be obligated to, satisfy payment obligations arising under this Agreement on behalf of any Owner.

8. After delivery of notice as required by Paragraphs 6 and 7 and passage of applicable cure periods, Town shall have the right, at its option, to enforce collection of any amounts owed to Town under Paragraph 6 above in any manner allowed by law, including, without limitation, bringing an action to foreclose its lien filed pursuant to Paragraph 7 against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the right to bid at any foreclosure sale and to purchase the Property if so sold.

9. Grantor enters this Agreement for itself, its successors, and its assigns. This Agreement and the rights and obligations created, granted, and conveyed hereby shall run with the land as a burden upon the Property and the Private Roadway, which shall bind and apply to all then-current owners of the Property, and to all then-current owners of any lots within the Property. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents, and tenants.

10. Grantor warrants that (i) it is the fee simple owner of the Private Roadway and the Property, (ii) it has full right, power, and authority to grant the easement set forth herein and to execute this Agreement, and (iii) the execution hereof by Grantor does not conflict with or constitute a default under any agreement to which Grantor is a party or by which Grantor is bound.

11. This Agreement cannot be terminated, released, amended, or modified without the express prior written consent of Town. This Agreement shall terminate only upon mutual written agreement between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

12. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, by overnight courier, or by deposit in the U.S. mail, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at its address as shown in the property ownership records of the Maricopa County, Arizona Assessor.

13. This Agreement shall be in addition to any Applicable Laws relating to easements and the subject matter herein.

14. Except as otherwise expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights created herein are private and for the benefit only of the parties hereto and their successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, Grantor and Town have executed this Agreement as of the date first above written.

GRANTOR:

CLT 7117, LLC,
an Arizona limited liability company

By: [Signature]
Name: William Grogan
Title: Manager

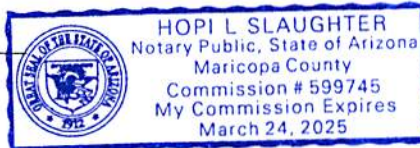
By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: [Signature]
Name: Charles Harris
Title: Trustee

STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 31st day of May, in the year 2022, before me the undersigned, personally appeared William Grogan, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

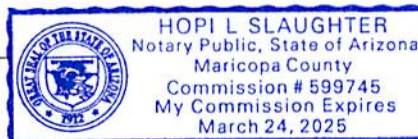
[Signature]
Notary Public



STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 29th day of May, in the year 2022, before me the undersigned, personally appeared Charles Harris, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



TOWN:

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Property]

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, 849.51 FEET ALONG SAID CENTERLINE OF TATUM BOULEVARD;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET;

THENCE NORTH 77 DEGREES 38 MINUTES 15 SECONDS WEST 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 210.84 FEET;

THENCE SOUTHWESTERLY 42.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.08 FEET AND A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 137.23 FEET;

THENCE NORTHWESTERLY 39.33 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.10 FEET AND A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST 183.44 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID TATUM BOULEVARD;

THENCE NORTH 84 DEGREES 44 MINUTES 41 SECONDS EAST 239.69 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal Description of the Private Roadway]

November 30, 2021

LEGAL DESCRIPTION FOR
EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT

That part of that certain parcel of land described in Document No. 2020-1274156 Records of Maricopa County, Arizona, being a part of the Southwest Quarter of Section 5, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Town of Paradise Valley Brass Cap flush marking the Southwest Corner of said Section 5, from which the Maricopa County Aluminum Cap marking the South Quarter Corner of said Section 5 bears North 89°56'35" East, a distance of 2,629.46 feet;

Thence North 89°56'35" East, along the South line of the Southwest Quarter of said Section 5, a distance of 656.96 feet to a point on the monument line of Tatum Boulevard;

Thence North 00°14'15" West, along said monument line, a distance of 849.51 feet to a point on the monument line of a private roadway as depicted in Book 430 of Maps, Page 39, Records of Maricopa County, Arizona;

Thence North 89°59'35" East, along said monument line, a distance of 126.04 feet;

Thence North 00°00'25" West, departing said monument line, a distance of 25.00 feet to a point on the South line of said certain parcel of land, said point being the True Point of Beginning and also a point on a 40.50 foot radius non-tangent curve, whose center bears South 78°36'27" East;

Thence Easterly, along said curve, through a central angle of 156°59'47", a distance of 110.97 feet to a point on a 31.06 foot radius non-tangent curve, whose center bears North 05°29'08" West;

Thence Westerly, along said curve, through a central angle of 05°28'43", a distance of 2.97 feet to a point on the South line of said certain parcel of land;

Thence South 89°59'35" West, along said South line, a distance of 76.41 feet to the True Point of Beginning.

Containing 1,932 Square Feet or 0.044 Acres, more or less.



N:\01\0214601\ADMIN\Legal Descriptions\G-LG-TURNAROUND.ESMT.docx Page 1 of 1

EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT
CLOSURE REPORT

N89°56'35.0000" E 656.96

Misclosure: 1/23,575

N00°14'15.0000" W 849.51

North Error: 0.000055

East Error: 0.006734

N89°59'35.0000" E 126.04

N00°00'25.0000" W 25.00

BOUNDARY

RB = S78°36'27.0447" E

R = 40.50

A = 110.97

C = 79.37

CB = N89°53'26.3051" E

D = 156°59'46.6996"

T = 199.03

RB = N78°23'19.6549" E

RB = N05°29'07.5588" W

R = 31.06

A = 2.97

C = 2.97

CB = S87°15'13.7207" W

D = 05°28'42.5589"

T = 1.49

RB = S00°00'24.9999" E

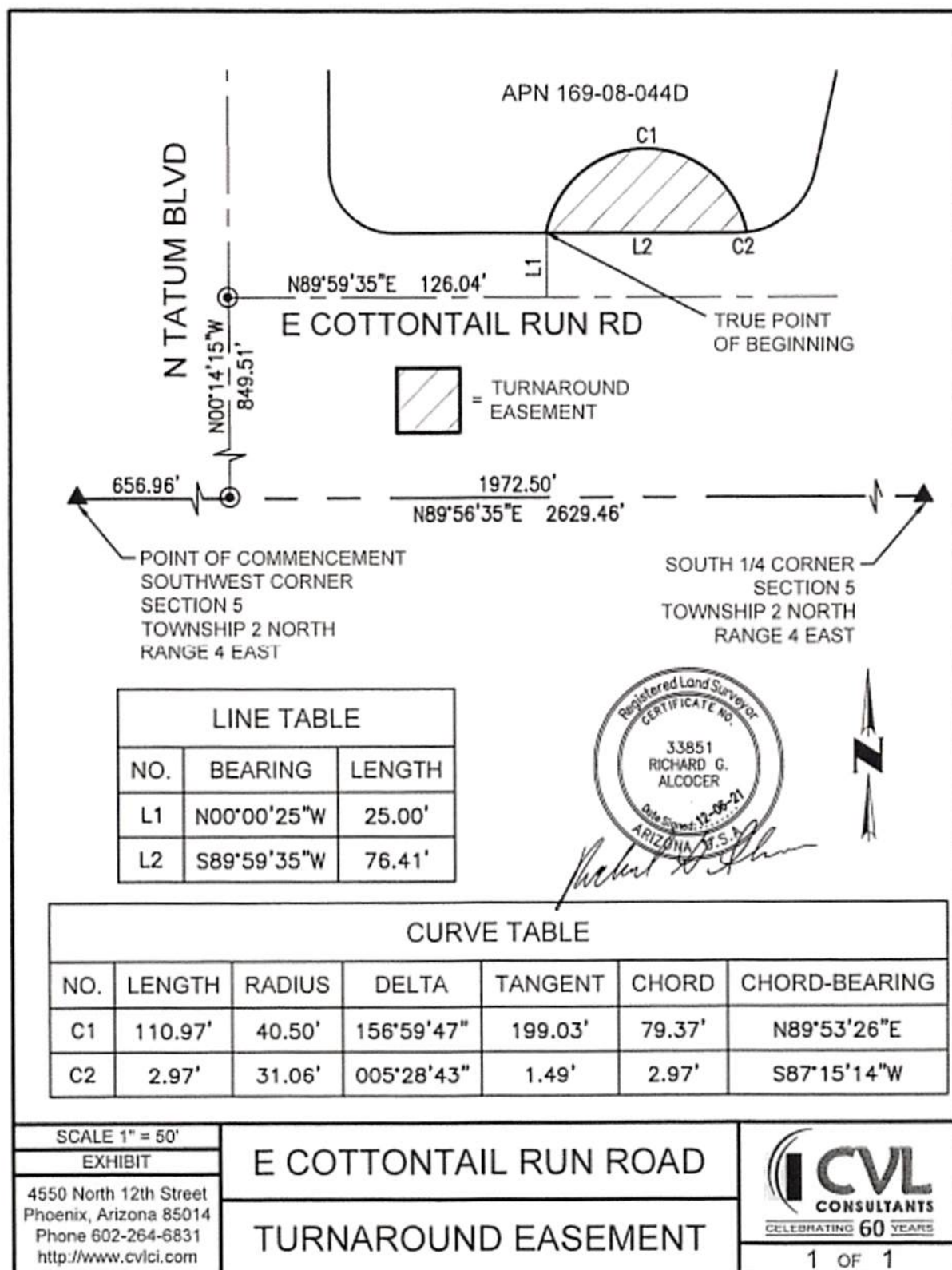
S89°59'35.0001" W 76.41

S45°00'00.0000" W 0.00

Area = 1932.22 0.044 AC

Closing course: 90°28'02.7167"
0.006734





N:\01\0214601\CADD\Exhibits\IX.TURNAROUND.ESMT.dwg Dominique December 6, 2021

When recorded, mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE ROADWAY MAINTENANCE AGREEMENT

This Grant of Access Easement over Private Roadway and Private Roadway Maintenance Agreement ("Agreement") is made and entered into as of _____, 2022, by and between COTTONTAIL RUN ROAD, LLC, an Arizona Corporation ("Grantor"), and the TOWN OF PARADISE VALLEY, an Arizona municipal corporation ("Town").

1. Grantor is the fee simple owner of that certain real property generally located near the intersection of Tatum Boulevard and East Cottontail Run Road in the Town of Paradise Valley, Arizona, as described on Exhibit A, attached hereto and incorporated by reference herein (the "Property").

2. Grantor hereby grants to Town non-exclusive access easement rights in, over, and across that certain real property described on Exhibit B, attached hereto and incorporated by reference herein, (the "Private Roadway") and Town accepts same by execution of this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, Grantor may continue to use the Private Roadway for any and all lawful purposes so long as such uses do not materially and adversely interfere with the access granted in this Agreement. Town acknowledges and agrees that the use of the Private Roadway consistent with Town-approved plats, plans, and ordinances does not materially or adversely interfere with the access granted in this Agreement. Grantor may design, construct, maintain, or operate a private road, gates, guardhouses, utilities, curbs, lighting, landscaping, and other improvements, equipment, and facilities (the "Facilities") as permitted by Town-approved plats, plans, and ordinances, as such documents may be amended, modified, supplemented, or replaced from time to time (collectively, the "Plans"), and in compliance with all applicable ordinances, codes, rules, and regulations ("Applicable Law"). If a Facility blocks or obstructs the use of or access to, over, or across the Private Roadway, Grantor or Owner shall provide a convenient method of access through the Facility to the Town and to the owners of any property to which the Private Roadway provides access. Grantor may locate, relocate, modify, remove, and replace the Facilities from time to time so long as the remaining Facilities satisfy the Plans and Applicable Law. Grantor shall preserve, install, or cause the installation of landscaping on the Private Roadway that meets the standards contained in Town Code Section 5-10-7(D)(1), as amended.

4. For the purposes of this Agreement, the "Owners" shall mean and refer to any and all persons and entities owning all or a portion of the Property. If more than one Owner exists, obligations arising pursuant to Paragraphs 5, 6, 7, and 8 of this Agreement shall be joint and several.

5. The Owners, at their own cost and expense, shall maintain or cause the maintenance of the Private Roadway and Facilities in a clean, proper, and workmanlike manner, in compliance with Applicable Law, including the standards contained in Town Code Section 5-10-7(D)(1), as amended, and in compliance with the Town of Paradise Valley Landscape Guidelines.

6. If for any reason the Owners do not fulfill their duty to clean and maintain the Private Roadway as required by Paragraph 5 and such failure continues for 60 days after written notice thereof from Town (except in the case of imminent danger where only reasonable prior notice is required), Town shall have the right of self-help as described herein. In addition to any other rights under the Town of Paradise Valley Town Code and Arizona state law, and in connection with such rights, Town shall have the right to enter the Private Roadway to clean or to maintain the Private Roadway, and to be compensated by the Owners for the actual out-of-pocket costs and expenses incurred by the Town for such cleaning and maintenance, as required by this Agreement and Applicable Law (the "Costs"). Notwithstanding the foregoing, so long as the Owners have commenced to cure the failure within 60 days after written notice thereof from Town and thereafter diligently prosecute such cure to completion, Town shall not exercise any of its rights or remedies in this Paragraph 6 (except in the case of imminent danger).

7. If the Owners do not compensate Town for the Costs as contemplated in Paragraph 6 within five business days, Town shall make a written demand to the Owners and their lenders (as evidenced by a deed of trust or mortgage recorded in the Official Records of Maricopa County). On or after 30 business days following such demand, Town shall make a second written demand in the same form and to the same parties, and 10 business days after that second written demand, Town may (i) record a Notice of Claim of Lien against the Property and any lots therein to secure the payment of the Costs, and (ii) send a copy of said Notice of Lien to the Owners. Each written demand shall reference this Agreement and the Town's right to lien. Any Owner or any lender may, but shall not be obligated to, satisfy payment obligations arising under this Agreement on behalf of any Owner.

8. After delivery of notice as required by Paragraphs 6 and 7 and passage of applicable cure periods, Town shall have the right, at its option, to enforce collection of any amounts owed to Town under Paragraph 6 above in any manner allowed by law, including, without limitation, bringing an action to foreclose its lien filed pursuant to Paragraph 7 against the Property in the manner provided by law for the foreclosure of a realty mortgage. The Town shall have the right to bid at any foreclosure sale and to purchase the Property if so sold.

9. Grantor enters this Agreement for itself, its successors, and its assigns. This Agreement and the rights and obligations created, granted, and conveyed hereby shall run with the land as a burden upon the Property and the Private Roadway, which shall bind and apply to all then-current owners of the Property, and to all then-current owners of any lots within the Property. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors, assigns, affiliates, agents, and tenants.

10. Grantor warrants that (i) it is the fee simple owner of the Private Roadway and the Property, (ii) it has full right, power, and authority to grant the easement set forth herein and to execute this Agreement, and (iii) the execution hereof by Grantor does not conflict with or constitute a default under any agreement to which Grantor is a party or by which Grantor is bound.

11. This Agreement cannot be terminated, released, amended, or modified without the express prior written consent of Town. This Agreement shall terminate only upon mutual written agreement between the parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute one and the same instrument.

12. All notices and other communications required or permitted to be given under this Agreement shall be in writing and shall be given by personal delivery, by overnight courier, or by deposit in the U.S. mail, registered or certified, return receipt requested, postage prepaid, correctly addressed to the intended recipient at its address as shown in the property ownership records of the Maricopa County, Arizona Assessor.

13. This Agreement shall be in addition to any Applicable Laws relating to easements and the subject matter herein.

14. Except as otherwise expressly provided herein, the provisions of this Agreement are not intended to and do not constitute a dedication for public use. The rights created herein are private and for the benefit only of the parties hereto and their successors and assigns.

(SIGNATURES ON THE FOLLOWING PAGES)

IN WITNESS WHEREOF, Grantor and Town have executed this Agreement as of the date first above written.

GRANTOR:

Cottontail Run Road, LLC,
an Arizona limited liability company

By: [Signature]
Name: William Grogan
Title: Manager

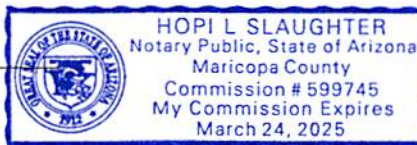
By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: [Signature]
Name: Charles Harris
Title: Trustee

STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 31st day of May, in the year 2022, before me the undersigned, personally appeared William Grogan, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

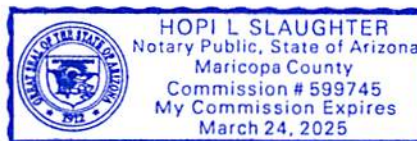
[Signature]
Notary Public



STATE OF Arizona)
COUNTY OF Maricopa) ss.:

On the 27th day of May, in the year 2022, before me the undersigned, personally appeared Charles Harris, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Signature]
Notary Public



TOWN:

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Property]

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

EXHIBIT B
TO
GRANT OF ACCESS EASEMENT OVER PRIVATE ROADWAY AND PRIVATE
ROADWAY MAINTENANCE AGREEMENT

[Legal description of the Private Roadway]

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

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THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

When recorded, return to:

Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
COTTONTAIL RUN ROAD, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made this 17th day of May, 2022, between Cottontail Run Road, LLC, an Arizona limited liability company (the “Owner”), and the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), regarding a certain private road located in the Town near the intersection of Tatum Boulevard and East Cottontail Run Road, as more particularly described on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Change in Land Use Entitlements. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval of Owner’s application for a Special Use Permit for a private roadway gate at the Property, SUP-21-02 (the “Application”) in good faith and with the understanding that, if the Town approves the Application, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance granting the Special Use Permit Application, Ordinance No. ____ - __ (the “Ordinance”), which is incorporated by reference as if fully set forth herein, including all stipulations adopted by the Town Council of the Town of Paradise Valley (the “Town Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation, and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including § 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Application. Owner acknowledges and agrees that any stipulations imposed by the Town Council as part of the Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Application. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Ordinance and all stipulations to the Ordinance approved by the Town Council unless, not later than three business days following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulations. In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of

business on the fifth business day following approval of the Ordinance, then the Town may, after proper notice and hearing, rescind the Ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Application in the event the Town Council disapproves the Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Ordinance.

2. Entire Agreement; Modification. This Waiver constitutes the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. §§ 12-1134 *et seq.* relating to the Application. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it collectively owns all right, title, and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

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

"Owner"

Cottontail Run Road, LLC,
an Arizona limited liability company

By: _____

William Grogan, Manager

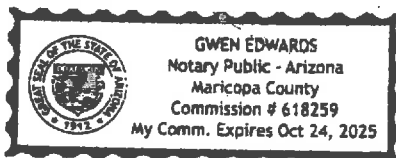
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On 5/17, 2022, before me personally appeared William Grogan, whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing Cottontail Run Road, LLC, an Arizona corporation, as its Manager and acknowledged that they signed this document on behalf thereof

Gwen Edwards
Notary Public

10/24/2025
My Commission Expires

[Notary Seal]



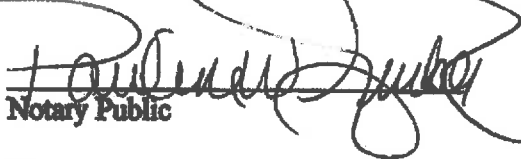
"Owner"

Cottontail Run Road, LLC,
an Arizona limited liability company

By: 
Charles Harris, Member and
Trustee of the Enterprises Trust

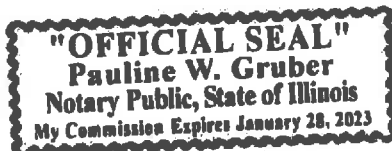
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On May 17, 2022 before me personally appeared Charles Harris, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, representing Cottontail Run Road, LLC, an Arizona limited liability company, as its Member/Trustee and acknowledges that he signed this document on behalf thereof.


Notary Public

1/28/2023
My Commission Expires

[Notary Seal]



"Town"

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation

By: _____
Jerry Bien-Willner, Mayor

ATTEST: "

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
TOWN OF PARADISE VALLEY
AND
COTTONTAIL RUN ROAD, LLC

[Legal Description of the Property]

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT

MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

When recorded, return to:

Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN
THE TOWN OF PARADISE VALLEY
AND
CLT 7117, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made this 17th day of May, 2022, between CLT 7117, LLC, an Arizona limited liability company (the “Owner”), and the Town of Paradise Valley, an Arizona municipal corporation (the “Town”), regarding a certain residential lot located in the Town near the intersection of Tatum Boulevard and East Cottontail Run Road, as more particularly described on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Change in Land Use Entitlements. The Owner agrees and understands that the Town is entering into this Waiver in conjunction with that certain approval of Owner’s application for a Special Use Permit for a private roadway gate at the Property, SUP-21-02 (the “Application”) in good faith and with the understanding that, if the Town approves the Application, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance granting the Special Use Permit Application, Ordinance No. ____ - ____ (the “Ordinance”), which is incorporated by reference as if fully set forth herein, including all stipulations adopted by the Town Council of the Town of Paradise Valley (the “Town Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation, and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including § 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Application. Owner acknowledges and agrees that any stipulations imposed by the Town Council as part of the Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the Town Council, in its sole discretion, prior to approval of the Application. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Ordinance and all stipulations to the Ordinance approved by the Town Council unless, not later than three business days following such Town Council approval, Owner notifies the Town, in writing, of its disagreement with such stipulations. In the event that Owner timely notifies the Town of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the Town Council prior to approval of the Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the Town, prior to close of

business on the fifth business day following approval of the Ordinance, then the Town may, after proper notice and hearing, rescind the Ordinance, and if rescinded by the Town Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Application in the event the Town Council disapproves the Ordinance, except that it shall serve as a bar to a claim for diminished value based upon denial of the Ordinance.

2. Entire Agreement; Modification. This Waiver constitutes the entire understanding and agreement of the Owner and the Town and shall supersede all prior agreements or understandings between the Owner and Town regarding waiver of claims pursuant to ARIZ. REV. STAT. §§ 12-1134 *et seq.* relating to the Application. This Waiver may not be modified or amended except by written agreement by the Owner and Town.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the Town Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it collectively owns all right, title, and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the Town they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

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

“Owner”

CLT 7117, LLC,
an Arizona limited liability company

By: _____

William Grogan, Manager

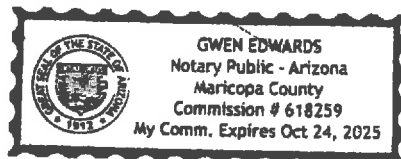
STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

On 5/17, 2022, before me personally appeared William Grogan, whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its Manager and acknowledged that they signed this document on behalf thereof

Gwen Edwards
Notary Public

10/24/2025
My Commission Expires

[Notary Seal]



"Owner"

CLT 7117, LLC,
an Arizona limited liability company

By: *Charles Harris*
Charles Harris, Member and
Trustee of the Enterprises Trust

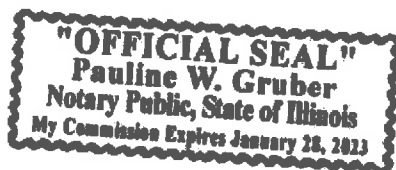
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On May 17, 2022 before me personally appeared Charles Harris, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, representing CLT 7117, LLC, an Arizona limited liability company, as its Member/Trustee and acknowledges that he signed this document on behalf thereof.

Pauline W. Gruber
Notary Public

11/28/2023
My Commission Expires

[Notary Seal]



“Town”

TOWN OF PARADISE VALLEY, an Arizona
municipal corporation

By: _____
Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
TOWN OF PARADISE VALLEY
AND
CLT 7117, LLC

[Legal Description of the Property]

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5;

THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, 849.51 FEET ALONG SAID CENTERLINE OF TATUM BOULEVARD;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET;

THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET;

THENCE NORTH 77 DEGREES 38 MINUTES 15 SECONDS WEST 25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 210.84 FEET;

THENCE SOUTHWESTERLY 42.11 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 31.08 FEET AND A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 137.23 FEET;

THENCE NORTHWESTERLY 39.33 FEET ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 25.10 FEET AND A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST 183.44 FEET ALONG THE EAST RIGHT OF WAY LINE OF SAID TATUM BOULEVARD;

THENCE NORTH 84 DEGREES 44 MINUTES 41 SECONDS EAST 239.69 FEET TO THE POINT OF BEGINNING.

When recorded, mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

STORM DRAINAGE FACILITIES AGREEMENT

(Drainage Improvement Maintenance Covenant to Run with the Land)

This Storm Drainage Facilities Agreement (this “Agreement”) is an agreement for the diversion, retention, and disposal of stormwater runoff subject to certain terms and conditions contained herein, and is hereby provided between Town of Paradise Valley, an Arizona municipal corporation (the “Town”), and the current owner and all future owners (collectively, the “Owner”) of the real property located at 7117 North Tatum Boulevard, Paradise Valley, AZ 85253, and described below (the “Property”):

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

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This Agreement:

- (1) Runs with the land and over, under, and across the Property; and
- (2) Is executed:
 - (A) Pursuant to the following incorporated provisions of the Paradise Valley Town Code (the “Code”):

That certain document, known as the Storm Drainage Design Manual, Town of Paradise Valley, three copies of which are on file in the office of the Town Clerk of Paradise Valley, Arizona, which document was made a public record by Resolution No. 2018-16 of the Town of Paradise Valley; and
 - (B) In furtherance and consideration of the issuance by the Town of one or more building or improvement Permits (the “Permits”), numbered [Permit Number(s)], issued [Permit Date(s)], related to the construction of the Drainage Improvements (defined below), all as more fully set forth in said Permits.

Owner agrees to each of the following:

- (1) All drainage structures and retention basins within the Property (the “Drainage Improvements”), as identified on Exhibit A attached hereto and incorporated by reference herein, affected by this Agreement shall not, at any time hereafter, be filled or altered in a manner that deviates from the elevations and required volume(s) shown on the approved improvement plans and drainage report on file at the office of the Paradise Valley Town Engineer (or such other equivalent Town officer should there be no Town Engineer) (the “Town Engineer”), or as otherwise stipulated in the Permits, unless prior written authorization is granted by the Town Engineer.
- (2) Owner shall not, at any time hereafter, block, obstruct, or impede in any manner the flow of water across or through the Property and into the Drainage Improvements.
- (3) Owner shall maintain, as an ongoing obligation, the Drainage Improvements approved by the Town in accordance with the development plans of the original project on the Property

described in the Permits and pursuant to the Permits themselves and any other documents incorporated by reference therein.

- (4) Owner will not erect any building or structure on or near the Drainage Improvements or in any way modify the Property in a manner that results in a reduction of percolation capacity that would cause the Drainage Improvements to retain storm water runoff for more than thirty six (36) hours after a storm (the “Drainage Period”).
- (5) Owner shall maintain the Drainage Improvements and provide an acceptable means for assuring that all basins drain within the Drainage Period.
- (6) In the event damage to any person or property results from the violation of any provision of this Agreement, Owner shall promptly remediate such damage and restore the Drainage Improvements, at Owner’s sole cost and expense. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon to the violation of any provision of this Agreement by Owner, its officers, employees, agents, or contractors in the performance of this Agreement.
- (7) This Agreement shall be a covenant running with the land; the obligations hereunder shall continue with the transfer of title or ownership of the Property to any and all future owners or assigns and shall be personal obligations of any such successor Owner, to the fullest extent permitted by law.

[SIGNATURES ON THE FOLLOWING PAGE]

“Owner”

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and Title, if applicable)

Printed Name (and Title, if applicable)

LLC or Trust Name (if applicable)

Address

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20__, before me personally appeared [name of signer or signers], whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its [Title], and acknowledged that they signed this document on behalf thereof

Notary Public

My Commission Expires

[Notary Seal]

“Town”

Reviewed by: _____
Signature

Name

Title

Accepted by: _____
Jill Keimach, Town Manager
Town of Paradise Valley

EXHIBIT A
TO
STORM DRAINAGE FACILITIES AGREEMENT

[Depiction of Storm Drainage Facilities]

(See the following page).

[Attach exhibit depicting all drainage structures and retention basins within the Property]

When recorded, mail to:

Town of Paradise Valley
Town Attorney
6401 E. Lincoln Dr.
Paradise Valley, AZ 85253

STORM DRAINAGE FACILITIES AGREEMENT

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- (2) Is executed:
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That certain document, known as the Storm Drainage Design Manual, Town of Paradise Valley, three copies of which are on file in the office of the Town Clerk of Paradise Valley, Arizona, which document was made a public record by Resolution No. 2018-16 of the Town of Paradise Valley; and
 - (B) In furtherance and consideration of the issuance by the Town of one or more building or improvement Permits (the “Permits”), numbered [Permit Number(s)], issued [Permit Date(s)], related to the construction of the Drainage Improvements (defined below), all as more fully set forth in said Permits.

Owner agrees to each of the following:

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- (2) Owner shall not, at any time hereafter, block, obstruct, or impede in any manner the flow of water across or through the Property and into the Drainage Improvements.
- (3) Owner shall maintain, as an ongoing obligation, the Drainage Improvements approved by the Town in accordance with the development plans of the original project on the Property described in the Permits and pursuant to the Permits themselves and any other documents incorporated by reference therein.
- (4) Owner will not erect any building or structure on or near the Drainage Improvements or in any way modify the Property in a manner that results in a reduction of percolation capacity that would cause the Drainage Improvements to retain storm water runoff for more than thirty six (36) hours after a storm (the “Drainage Period”).
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- (6) In the event damage to any person or property results from the violation of any provision of this Agreement, Owner shall promptly remediate such damage and restore the Drainage Improvements, at Owner’s sole cost and expense. To the fullest extent permitted by law, Owner shall indemnify, defend, and hold harmless the Town and each council member, officer, employee, or agent thereof (the Town and any such person being herein called an “Indemnified Party”), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (“Claims”), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon to the violation of any provision of this Agreement by Owner, its officers, employees, agents, or contractors in the performance of this Agreement.
- (7) This Agreement shall be a covenant running with the land; the obligations hereunder shall continue with the transfer of title or ownership of the Property to any and all future owners or assigns and shall be personal obligations of any such successor Owner, to the fullest extent permitted by law.

[SIGNATURES ON THE FOLLOWING PAGE]

“Owner”

Owner Signature

Co-Owner Signature (if applicable)

Printed Name (and Title, if applicable)

Printed Name (and Title, if applicable)

LLC or Trust Name (if applicable)

Address

STATE OF _____)
) ss
COUNTY OF _____)

On _____, 20__, before me personally appeared [name of signer or signers], whose identity was proven to me on the basis of satisfactory evidence to be the person who they claim to be, representing CLT 7117, LLC, an Arizona corporation, as its [Title], and acknowledged that they signed this document on behalf thereof

Notary Public

My Commission Expires

[Notary Seal]

“Town”

Reviewed by: _____
Signature

Name

Title

Accepted by: _____
Jill Keimach, Town Manager
Town of Paradise Valley

EXHIBIT A
TO
STORM DRAINAGE FACILITIES AGREEMENT

[Depiction of Storm Drainage Facilities]

(See the following page).

[Attach exhibit depicting all drainage structures and retention basins within the Property]

When recorded, return to:
Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

ORDINANCE NUMBER 2022-02

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, GRANTING A SPECIAL USE PERMIT FOR PRIVATE ROADWAY ACCESS GATES AND RELATED IMPROVEMENTS UNDER THE TERMS OF ARTICLE XI, SPECIAL USES AND ADDITIONAL USE REGULATIONS, ON EAST COTTONTAIL RUN ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, an application was filed on October 11, 2021, on behalf of Cottontail Run Road, LLC, an Arizona limited liability company, and CLT 7117, LLC, an Arizona limited liability company (collectively, the “Applicant”), for a new Special Use Permit SUP-21-02 (the “Application”) for a private roadway gate on the existing private road of East Cottontail Run Road, Maricopa County Assessor’s Parcel Number (“APN”) 169-08-044J (the “Private Road Property”) located at 5000 East Cottontail Run Road, which includes an easement for a portion of the turnaround in front of the private roadway gate on an adjoining residential property at located at 7117 N. Tatum Boulevard, APN 169-08-044D (the “Adjacent Property Easement” and together with the Private Road Property, the “Property”); and

WHEREAS, the Private Road Property has a General Plan designation of Open Space and the Adjacent Property Easement has a General Plan designation of Low Density Residential, both with a zoning district of R-43, Single-Family Residential, which allows for consideration of private roadway gates pursuant to Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance; and

WHEREAS, the existing private road currently provides access to a total of nine existing homes and one potential future home (for a total of ten homes), these properties being 4820 E. Cottontail Run Road (APN 169-08-043), 4928 E. Cottontail Run Road (APN 169-08-044H), 5001 E. Cottontail Run Road (APN 169-08-053), 5022 E. Cottontail Run Road (APN 169-08-044G), 5035 E. Cottontail Run Road (APN 169-08-035), 5044 E. Cottontail Run Road (APN 169-08-041), 5045 E. Cottontail Run Road (APN 169-08-039), 5055 E. Cottontail Run Road (APN 169-08-036), and 7201 N. Cottontail Run Road (APN 169-08-044B and 169-08-044F) (collectively, the “Cottontail Properties”); and

WHEREAS, the Town of Paradise Valley Town Council (the “Town Council”) provided a Statement of Direction (the “SOD”) to the Town of Paradise Valley Planning Commission (the “Planning Commission”) at a public meeting on December 2, 2021, and revised the SOD on February 24, 2022, to provide additional time for the Planning Commission recommendation,

within the allowable time limits prescribed in Article 2-5, Committees and Commissions, of the Town Code; and

WHEREAS, the SOD gave guidance to the Planning Commission to evaluate the private roadway access gates for overall safety and conceptual design; and

WHEREAS, the Planning Commission held a public hearing on February 15, 2022, which was continued to March 1, 2022, and again to April 19, 2022, in the manner prescribed by law, for the purpose of considering the request to approve the private roadway gate and related improvements on the Property, after which hearings the Planning Commission recommended approval with conditions; and

WHEREAS, the Town Council held a public hearing on May 26, 2022, in the manner prescribed by law, to hear and take action on Ordinance Number 2022-02 regarding said request to approve a private roadway gate and related improvements as recommended by the Planning Commission; and

WHEREAS, the Town Council hereby finds that the Applicant met the requirements of Section 2-5-2.F, Citizen Review Process, including holding Citizen Review sessions on January 31, 2022, to provide a reasonable opportunity for the Applicant, adjacent landowners, and other potentially affected citizens to discuss issues or concerns they may have with the Application; and

WHEREAS, the Town of Paradise Valley General Plan discourages the installation of private roadway gates. However, given the access and proximity of the Property onto the major arterial of Tatum Boulevard, the small number of homes that will access the private roadway gate, and the location of the home sites, which are cut off from nearby public streets, a private roadway gate is justified in this instance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Paradise Valley, Arizona, as follows:

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

Section 2. Special Use Permit SUP-21-02 is hereby approved, permitting the installation and use of a private roadway access gate and related improvements subject to the following conditions:

1. SUP-21-02 shall only allow for private roadway gates and related improvements on portions of the Property described in Exhibit A-1 and Exhibit A-2.
2. All improvements shall be in substantial compliance with all of the following, which are on file in the Town's Community Development and Engineering Department):
 - a. The narrative prepared by Rose Law Group dated February 17, 2022.

- b. The Gated Entry Conceptual Site Plan prepared by CVL Consultants, dated February 7, 2022.
 - c. The Gated Entry Conceptual Elevations prepared by CVL Consultants, dated May 9, 2022.
 - d. The Gated Entry Conceptual Lighting Plan prepared by CVL Consultants, dated November 16, 2021.
 - e. The Gated Entry Conceptual Grading Plan prepared by CVL Consultants, dated February 7, 2022.
 - f. The traffic study prepared by Lokahi, Jamie Ann K. Blakeman, registered professional engineer, dated January 3, 2022.
3. The owners of the Property shall provide the Town, in a form acceptable to the Town Attorney, a Grant of Access Easement Over Private Roadway and Private Roadway Maintenance Agreement for the private roadway, private roadway gates, emergency access gate, and any related roadway/gate improvements on the Property. This form shall be reviewed by the Town Attorney, be in compliance to applicable local and state laws, be executed by all owners of the Property and be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.
 4. The owners of the Property shall provide to the Town a duly recorded Declaration of Easements or similar agreement granting all owners of the Cottontail Properties ingress/egress access over the Adjacent Property Easement (as the individual deeds for the Cottontail Properties already provide ingress/egress over East Cottontail Run Road) along with all necessary access devices and other pertinent items/information. Said declaration shall be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.
 5. Completion of the improvements shall meet all Federal, State, and Town requirements, including, but not limited to, applicable Town of Paradise Valley Community Development Department permit review, approval, and inspections (submittal of a final grading and drainage plan with detailed plans, retention calculations, percolation test data, and related information for staff review, approval, inspection, and as-builts; a building permit for the private roadway gate and retaining wall, and a Storm Drainage Facilities Agreement pursuant to the Town's Storm Drainage Design Manual).
 6. The owners of the Property and each of the Cottontail Properties shall provide the Town with a signed Waiver of Claims for Diminution of Value under A.R.S. § 12-1134 (Proposition 207 Waiver) in the form provided by the Town Attorney prior to Town Council approval of this Application, with said form recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.
 7. The owners of the Property shall provide the Town a fully-executed agreement among

all of the owners of the Property and the Cottontail Properties confirming their approval of the proposed gate installation and documenting their agreement regarding long-term administration, operations, financial assurance, and other matters related to the private roadway access gate and related improvements. Said private agreement shall be recorded with the Maricopa County Recorder's Office prior to the effective date of this ordinance.

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

Section 4. This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

EXHIBIT A-1: ADJACENT ROAD EASEMENT DESCRIPTION

The Adjacent Road Easement Area on 7117 N. Tatum Boulevard, as described in the legal description prepared by CVL Consultants dated November 30, 2001, sealed by Registered Land Surveyor Richard G. Alcocer on December 6, 2021.

See following pages

- The Turnaround Easement Area

November 30, 2021

**LEGAL DESCRIPTION FOR
EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT**

That part of that certain parcel of land described in Document No. 2020-1274156 Records of Maricopa County, Arizona, being a part of the Southwest Quarter of Section 5, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Town of Paradise Valley Brass Cap flush marking the Southwest Corner of said Section 5, from which the Maricopa County Aluminum Cap marking the South Quarter Corner of said Section 5 bears North 89°56'35" East, a distance of 2,629.46 feet;

Thence North 89°56'35" East, along the South line of the Southwest Quarter of said Section 5, a distance of 656.96 feet to a point on the monument line of Tatum Boulevard;

Thence North 00°14'15" West, along said monument line, a distance of 849.51 feet to a point on the monument line of a private roadway as depicted in Book 430 of Maps, Page 39, Records of Maricopa County, Arizona;

Thence North 89°59'35" East, along said monument line, a distance of 126.04 feet;

Thence North 00°00'25" West, departing said monument line, a distance of 25.00 feet to a point on the South line of said certain parcel of land, said point being the True Point of Beginning and also a point on a 40.50 foot radius non-tangent curve, whose center bears South 78°36'27" East;

Thence Easterly, along said curve, through a central angle of 156°59'47", a distance of 110.97 feet to a point on a 31.06 foot radius non-tangent curve, whose center bears North 05°29'08" West;

Thence Westerly, along said curve, through a central angle of 05°28'43", a distance of 2.97 feet to a point on the South line of said certain parcel of land;

Thence South 89°59'35" West, along said South line, a distance of 76.41 feet to the True Point of Beginning.

Containing 1,932 Square Feet or 0.044 Acres, more or less.



N:\01\0214601\ADMIN\Legal Descriptions\G-LG-TURNAROUND.ESMT.docx Page 1 of 1

EAST COTTONTAIL RUN ROAD
TURNAROUND EASEMENT
CLOSURE REPORT

N89°56'35.0000" E 656.96

Misclosure: 1/23,575

N00°14'15.0000" W 849.51

North Error: 0.000055

East Error: 0.006734

N89°59'35.0000" E 126.04

N00°00'25.0000" W 25.00

BOUNDARY

RB = S78°36'27.0447" E

R = 40.50

A = 110.97

C = 79.37

CB = N89°53'26.3051" E

D = 156°59'46.6996"

T = 199.03

RB = N78°23'19.6549" E

RB = N05°29'07.5588" W

R = 31.06

A = 2.97

C = 2.97

CB = S87°15'13.7207" W

D = 05°28'42.5589"

T = 1.49

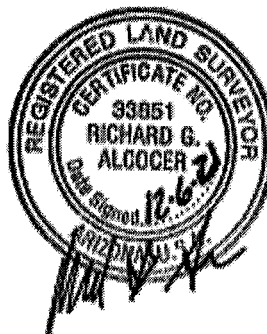
RB = S00°00'24.9999" E

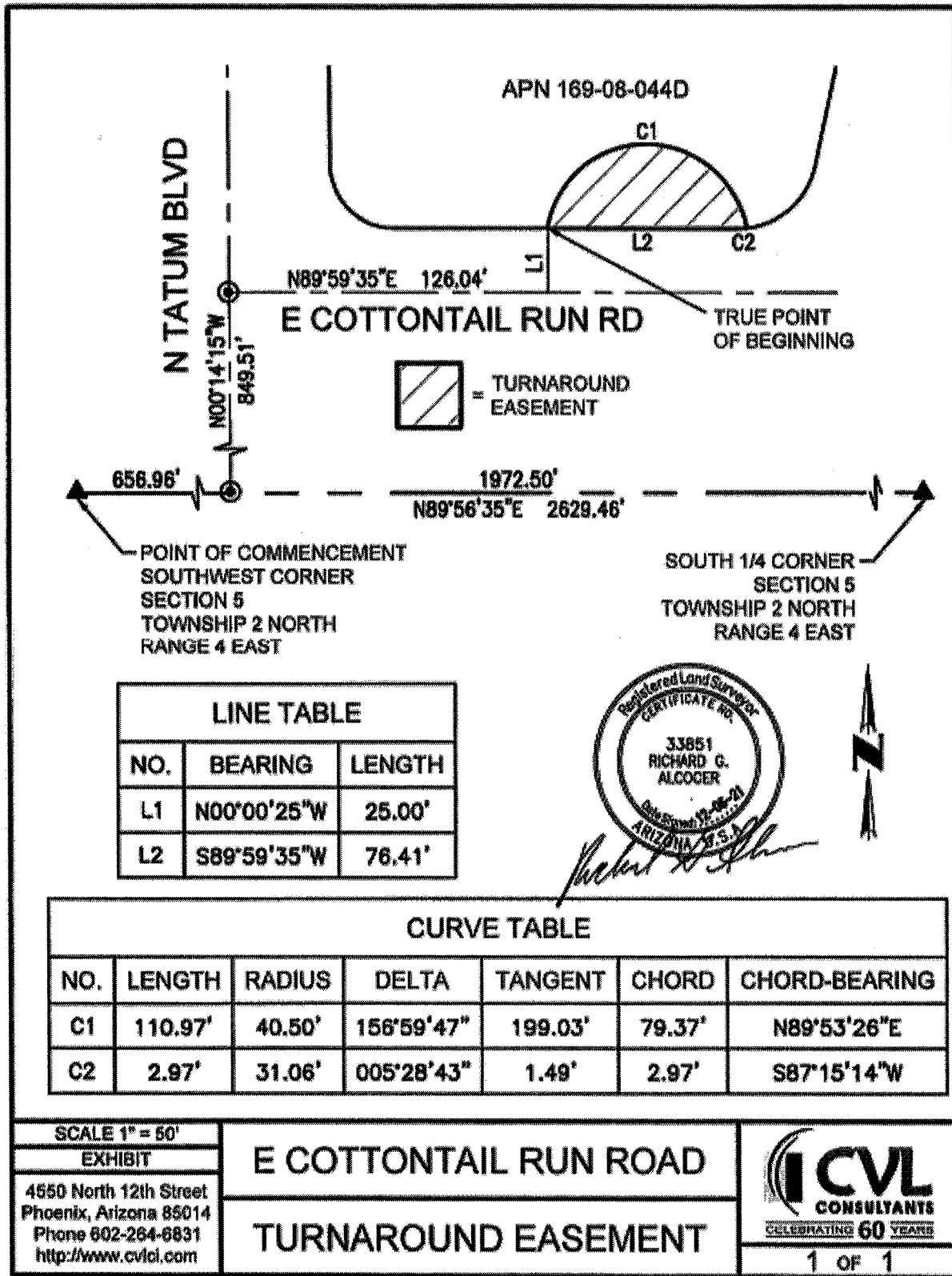
S89°59'35.0001" W 76.41

S45°00'00.0000" W 0.00

Area = 1932.22 0.044 AC

Closing course: 90°28'02.7167"
0.006734





N:\01\0214801\CADD\Exhibits\X.TURNAROUND.ESMT.dwg Dominique December 6, 2021

EXHIBIT A-2: PRIVATE ROAD PROPERTY DESCRIPTION

The private road of East Cottontail Run Road as legally described below:

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL UNE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

Track Change Ordinance 2022-02
Edits from Town Attorney after May 12, 2022 Council Study Session

When recorded, return to:
Paradise Valley Town Attorney
6401 East Lincoln Drive
Paradise Valley, Arizona 85253

ORDINANCE NUMBER 2022-02

AN ORDINANCE OF THE TOWN OF PARADISE VALLEY, ARIZONA, GRANTING A SPECIAL USE PERMIT FOR PRIVATE ROADWAY ACCESS GATES AND RELATED IMPROVEMENTS UNDER THE TERMS OF ARTICLE XI, SPECIAL USES AND ADDITIONAL USE REGULATIONS, ON EAST COTTONTAIL RUN ROAD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, an application was filed on October 11, 2021, on behalf of Cottontail Run Road, LLC, an Arizona limited liability company, and CLT 7117, LLC, an Arizona limited liability company (collectively, the “Applicant”), for a new Special Use Permit SUP-21-02 (the “Application”) for a private roadway gate on the existing private road of East Cottontail Run Road, ~~Maricopa County, Arizona at~~ Maricopa County ~~Tax Assessor’s~~ Parcel Number (“APN”) 169-08-044J (the “Private Road Property”) located at 5000 East Cottontail Run Road, which includes an easement for a portion of the turnaround in front of the private roadway gate on an adjoining residential property at located at 7117 N. Tatum Boulevard ~~Maricopa County Tax Parcel, APN~~ 169-08-044D (collectively the “Adjacent Property Easement” and together with the Private Road Property, the “Property”); and

WHEREAS, the ~~private road portion of the~~ Private Road Property has a General Plan designation of Open Space and the ~~turnaround easement on the other portion of the~~ Adjacent Property Easement has a General Plan designation of Low Density Residential, both with a zoning district of R-43, Single-Family Residential, which allows for consideration of private roadway gates pursuant to Article XI, Special Uses and Additional Use Regulations, of the Town of Paradise Valley Zoning Ordinance; and

WHEREAS, the ~~proposed gate~~ existing private road currently provides access to a total of nine existing homes and one potential future home (for a total of ten homes), these properties being 4820 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-043), 4928 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-044H), 5001 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-053), 5022 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-044G), 5035 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-035), 5044 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-041), 5045 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-039), 5055 E. Cottontail Run Road (~~Maricopa County Tax Parcel~~ APN 169-08-036), and 7201 N. Cottontail Run Road (~~Maricopa County Tax Parcels~~ APN 169-08-044B and 169-08-044F) (collectively, the “Cottontail Properties”); and

WHEREAS, the Town of Paradise Valley Town Council ~~(the “Town Council”)~~ provided a Statement of Direction (the “SOD”) to the Town of Paradise Valley Planning Commission ~~(the “Planning Commission”)~~ at a public meeting on December 2, 2021, and revised the SOD on February 24, 2022, to provide additional time for the Planning Commission recommendation, within the allowable time limits prescribed in Article 2-5, Committees and Commissions, of the Town Code; and

WHEREAS, ~~this~~the SOD gave guidance to the ~~Town of Paradise Valley~~ Planning Commission to evaluate the private roadway access gates for overall safety and conceptual design; and

WHEREAS, the ~~Town of Paradise Valley~~ Planning Commission held a public hearing on February 15, 2022, which was continued to March 1, 2022, and again to April 19, 2022 ~~to allow for the applicant and the homeowners behind the proposed private roadway gate additional opportunity to work out operational, maintenance, and management details~~, in the manner prescribed by law, for the purpose of considering the request to approve the private roadway gates gate and related improvements on the Property, ~~and after which hearings the Planning Commission~~ recommended approval with conditions; and

WHEREAS, the Town ~~of Paradise Valley~~ Council held a public hearing on _____ May 26, 2022, in the manner prescribed by law, to hear and take action on Ordinance Number 2022-02 regarding said request to approve a private roadway gates gate and related improvements as recommended by the Planning Commission; and

WHEREAS, the Town ~~of Paradise Valley~~ Council hereby finds that the Applicant met the requirements of Section 2-5-2.F, Citizen Review Process, including holding Citizen Review sessions on January 31, 2022, to provide a reasonable opportunity for the Applicant, adjacent landowners, and other potentially affected citizens to discuss issues or concerns they may have with the Application; and

WHEREAS, the Town of Paradise Valley General Plan discourages the installation of private roadway gates. However, given the access and proximity of the Property onto the major arterial of Tatum Boulevard, the small number of homes ~~within~~ that will access the private roadway gate, and ~~that this grouping of homesites is cutoff~~ the location of the home sites, which are cut off from nearby public streets ~~since it is surrounded by the Paradise Hills subdivision platted in 1953 encompassing the Paradise Valley Country Club and its golf course,~~ a private roadway gates gate is justified in this instance.

NOW, THEREFORE, BE IT ORDAINED ~~BY THE MAYOR AND TOWN COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA THAT~~ by the Town Council of the Town of Paradise Valley, Arizona, as follows:

~~SECTION 1. The Property is granted~~

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

Section 2. Special Use Permit SUP-21-02 is hereby approved, permitting the use and installation and use of a private roadway access gates gate and related improvements subject to the following conditions: ~~set forth in Section 2, and subject to Section 4 of this ordinance.~~

~~SECTION 2. Conditions.~~

1. SUP-21-02 shall only allow for private roadway gates and related improvements on portions of the Property described in Exhibit A-1 and Exhibit A-2.
2. All improvements shall be in substantial compliance with all of the following, which are on file in the Town's Community Development and Engineering Department):
 - a. The narrative prepared by Rose Law Group dated February 17, 2022~~7~~.
 - b. The Gated Entry Conceptual Site Plan prepared by CVL Consultants, dated February 7, 2022~~7~~.
 - c. The Gated Entry Conceptual Elevations prepared by CVL Consultants, dated ~~May 9 February 14~~, 2022~~,~~.
 - d. The Gated Entry Conceptual Lighting Plan prepared by CVL Consultants, dated November 16, 2021~~7~~.
 - e. The Gated Entry Conceptual Grading Plan prepared by CVL Consultants, dated February 7, 2022~~, and~~.
 - f. The traffic study prepared by Lokahi, Jamie Ann K. Blakeman, registered professional engineer, dated January 3, 2022.
3. The ~~owner~~owners of the Property~~, or successors,~~ shall provide the Town, in a form acceptable to the Town Attorney, a Grant of Access Easement Over Private Roadway and Private Roadway Maintenance Agreement for the private roadway, private roadway gates, emergency access gate, and any related roadway/gate improvements on the Property. This form shall be reviewed by the Town Attorney, be in compliance to applicable local and state laws, be executed by all owners of the Property and be recorded with the Maricopa County Recorder's Office~~. Said form shall be recorded prior to or on~~ the effective date of this ordinance.
4. The ~~owner~~owners of the Property shall ~~submit for~~provide to the Town ~~records~~a duly recorded ~~document(s) of a~~ Declaration of Easements or similar agreement granting all owners of the Cottontail Properties ingress/egress access over the ~~turnaround easement on the~~Adjacent Property Easement (as the individual deeds for the Cottontail Properties already provide ingress/egress over East Cottontail Run Road) along with all necessary access devices and other pertinent items/information. Said ~~form~~declaration shall be recorded with the Maricopa County Recorder's Office prior to ~~or on~~ the effective date of this ordinance~~.~~.
5. Completion of the improvements shall meet all Federal, State, and Town requirements~~. This includes, including, but not limited to,~~ applicable Town of Paradise Valley Community Development Department permit review, approval, and inspections~~. This includes, and is not limited to, the~~ (submittal of a final grading and drainage plan with detailed plans, retention calculations, percolation test data, and

related information for staff review, approval, inspection, and as-builts; a building permit for the private roadway gate and retaining wall, and a Storm Drainage Facilities Agreement pursuant to the Town's Storm Drainage Design Manual).

6. The ~~owner~~owners of ~~each~~the Property and each of the Cottontail Properties shall provide the Town with a signed Waiver of Claims for Diminution of Value under A.R.S. § 12-1134 (Proposition 207 Waiver) in the form provided by the Town Attorney prior to Town Council approval of this Application, with said form recorded with the Maricopa County Recorder's Office prior to ~~or on~~ the effective date of this ordinance.
7. The ~~owner(s)~~owners of the Property shall ~~submit for~~provide the Town ~~records duly recorded document(s) of the private~~a fully-executed agreement ~~between~~among all of the owner(s) owners of the Property and the Cottontail Properties ~~regarding items such as a fully-executed agreement from all owner(s) of the Cottontail Properties conveying~~confirming their approval of the proposed gate installation, ~~the documentation on and documenting their agreement regarding~~ long-term administration, operations, financial assurance, and other matters related ~~matters to the private roadway access gate and related improvements~~. Said private agreement shall be recorded with the Maricopa County Recorder's Office prior to ~~or on~~ the effective date of this ordinance.

~~SECTION~~Section 3. ~~Severability.~~ If any section, subsection, sentence, clause, phrase, or portion of this ordinance or any part of this ordinance 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~~Section 4. ~~Effective Date.~~ This ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Paradise Valley, Arizona, this _____ day of _____, 2022.

Jerry Bien-Willner, Mayor

~~SIGNED AND ATTESTED TO THIS~~ _____ ~~DAY OF~~ _____ ~~2022~~

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

CERTIFICATION

~~I, Duncan Miller, Town Clerk, certify that this is a correct copy of Ordinance Number _____ duly adopted by the Town Council of Paradise Valley at a meeting held on this _____ day of _____, 2022. This Ordinance appears in the minutes of the meeting, and has not been rescinded or modified and is now in effect. I further certify that the municipal corporation is duly organized and existing, and has the power to take the action called for by the foregoing ordinance.~~

Duncan Miller, Town Clerk

EXHIBIT A-1: ~~PROPERTY~~ ADJACENT ROAD EASEMENT DESCRIPTION

~~Turnaround~~ The Adjacent Road Easement Area on 7117 N. Tatum Boulevard, as described in the legal description prepared by CVL Consultants dated November 30, 2001, sealed by Registered Land Surveyor Richard G. Alcocer on December 6, 2021.

See following pages

EXHIBIT A-2: PRIVATE ROAD PROPERTY DESCRIPTION

The private road of East Cottontail Run Road as legally described below:

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL UNE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, ~~OFFICIAL~~ RECORDS OF MARICOPA COUNTY, ARIZONA.

~~EXHIBIT B: PLANS~~

~~[Narrative and plans noted in Condition 2 of this Ordinance]~~

~~See following pages~~

Document comparison by Workshare 10.0 on Tuesday, May 17, 2022 5:40:28 PM

Input:	
Document 1 ID	iManage://GRWORK01/Phoenix/4483128/1
Description	#4483128v1<Phoenix> - ORD - 2022-02 - Cottontail Run Road SUP (05-26-2022)
Document 2 ID	iManage://GRWORK01/Phoenix/4483128/2
Description	#4483128v2<Phoenix> - ORD - 2022-02 - Cottontail Run Road SUP (05-26-2022)(002)
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	106
Deletions	85
Moved from	1
Moved to	1
Style change	0
Format changed	0
Total changes	193

From: [Tom Galvin](#)
To: [Paul Michaud](#)
Cc: [Jordan R. Rose](#); [Hopi Slaughter](#)
Subject: FW: Cottontail Run Private Road and Gate Maintenance Agreement
Date: Thursday, June 2, 2022 3:35:24 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[\[Execution Version\] Private Road and Gate Maintenance Agreement - 5000 East Cottontail Run Rd., Paradise Valley, AZ.pdf](#)

External
email: use
caution
with links
&
attachmen
ts

Hi Paul,

This is the final draft that is now approved by 9 of the property owners. Another party has agreed to nearly all of the draft but had a question regarding Section 1.2 and we are trying to line up a time to discuss that specific item with them. We are confident that we will be able to get approval from this party, very soon. And we are confident that we will have signatures from all property owners by June 9th.

I wanted to provide the draft to you, along with this explanatory note.

Please let me know if you have any questions.

Thanks,
Tom

Tom Galvin
Attorney



Rose Law Group pc

[7144 E Stetson Drive, Suite 300, Scottsdale, AZ 85251](#)

Direct: [480.240.5651](#) Fax: [480.505.3925](#) Mobile: [480.313.8525](#)



roselawgroup.com

roselawgroupreporter.com

[@roselawgroup](#)

[@roselawgroupmeta](#)

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Think green, please don't print unnecessarily

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, Illinois 60661
Attn: Brian Spangler, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

Cottontail Run Private Road and Gate Maintenance Agreement

This Private Road and Gate Maintenance Agreement (“**Agreement**”) is entered into this ____ day of June, 2022, by and among the undersigned parcel owners (“**Participating Owners**”).

RECITALS:

A. East Cottontail Run Road (the “**East Cottontail Run Roadway**”) is a private road situated within the Town of Paradise Valley, Arizona, as more particularly described and shown on Exhibit A-1, attached hereto (“**East Cottontail Run Road Property**”).

B. The undersigned Participating Owners (which include owners of the properties whose access is granted by North Cottontail Run Road) are users of the Roadway Property (including, without limitation, the entrance from North Tatum Boulevard to North Cottontail Run Road via East Cottontail Run Road), and owners of the parcels of land described on Exhibit B-2 attached hereto (collectively, the “**Participating Owner Lots**”).

C. Cottontail Run Road, LLC, an Arizona limited liability company (“**Roadway Property Owner**”) is the owner of the East Cottontail Run Road Property.

D. CLT 7117, LLC, an Arizona limited liability company (the “**Turnaround Property Owner**”) is the owner of the property known as 7117 North Tatum Boulevard, Paradise Valley, AZ 85253 (APN 169-08-044D) and desires to grant certain easements over and across the portion thereof as more particularly described and shown on Exhibit A-2 (“**Turnaround Property**”; the Turnaround Property and the East Cottontail Run Road Property are referred to herein together as the “**Roadway Property**”).

E. Cotton Trail Run 4928, LLC, an Arizona limited liability company (the “**Sponsor**”) is both a Participating Owner, and is the owner of the property known as 5000 East Cottontail Run Road, Paradise Valley, Arizona 85253 (APN 169-08-044H, more fully described in Exhibit B-1 attached hereto as the “**Sponsor's Property**”). Sponsor desires to construct and operate, at Sponsor's sole cost and expense, a private roadway Gate (the “**Gate**”) at the entrance to East Cottontail Run Road, just east of Tatum Boulevard, for the use, enjoyment and security of the Participating Owners.

F. Participating Owners are willing to permit construction and operation of the proposed Gate, conditioned upon a comprehensive governance system for the mutually satisfactory design, maintenance and operation of said Gate and the roadway itself, a system which allows for all of the Participating Owners to share in decisions on how the Gate and roadway will be constructed, operated and maintained.

G. Participating Owners also wish to clarify their easement rights in and to the Roadway Property.

H. Roadway Property Owner, in consideration of the consent of the Participating Owners, is willing to proceed with construction, operation and maintenance of the roadway and Gate, at its sole cost and expense, in consideration of the following agreements.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Road Commission Agent.

1.1. A “**Road Commission Agent**” shall be appointed by the Sponsor. However, a majority of the Participating Owners, upon notice to all Participating Owners and the then-current Road Commission Agent, may appoint a new Road Commission Agent. The Road Commission Agent shall be responsible for monitoring the condition of the Roadway surface and initiating the following maintenance activities as needed to maintain the Roadway surface in a good and functional standard (collectively, the “**Road Commission Agent Duties**”): a) pothole and crack repair as may be required from time to time, as determined by the Road Commission Agent in its commercially reasonable discretion; b) asphalt (blacktop) sealing to be performed every five (5) years beginning in 2025, or more often as may be approved by the majority of the Participating Owners; c) repaving, if necessary, to be performed every ten (10) years from the year of the execution of this Agreement, or more often as may be approved by the majority of the Participating Owners. Road Commission Agent shall not be permitted to undertake any act outside the scope of the Road Commission Agent Duties. Any such expenses incurred by Road Commission Agent respecting actions that are neither within the scope of the Road Commission Agent Duties shall be borne solely by Road Commission Agent, and shall not be chargeable to the Participating Owners hereunder.

1.2. If Participating Owners shall elect to remove the Road Commission Agent appointed by the Sponsor, then Participating Owners shall each be responsible for paying their respective shares of any salary or administrative fees charged by such replacement Road Commission Agent. The replacement Road Commission Agent position shall be first offered to the Participating Owners as a non-compensated volunteer position, and, if one or more Participating Owners volunteers to serve as the replacement Road Commission Agent such appointment shall become effective upon the majority vote of the Participating Owners. If no Participating Owner volunteers to act as the Road Commission Agent, or if a prospective volunteer Road Commission Agent fails to receive the approval of the majority vote of the Participating Owners, then an independent properly licensed and permitted individual or company may be hired with the approval of the majority of the Participating Owners. Any independent Road Commission Agent shall be limited to \$5,000.00 (five thousand dollars) per year in annual compensation, with a 3% (three percent) automatic increase each year, to act in such capacity (provided that the Sponsor shall continue to pay the Roadway service, repair and/or maintenance costs as provided herein).

1.3. If Participating Owners shall elect to remove the Road Commission Agent appointed by the Sponsor, then, in the performance of the Road Commission Agent Duties, the Road Commission Agent shall bid each scope of work with not less than three (3) qualified contractors licensed to conduct business within the Town of Paradise Valley, Arizona, and shall select the lowest of the three (3) bids. If Road Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners.

2. Gate Commission Agent.

2.1. A “**Gate Commission Agent**” shall be appointed by the Sponsor. However, a majority of the Participating Owners, upon notice to all Participating Owners and the then-current Gate Commission Agent, may appoint a new Gate Commission Agent. The Gate Commission Agent shall be responsible for monitoring the condition of the Gate and initiating maintenance activities as needed to maintain the Gate in good working order. The initial Gate Commission Agent shall be Park Pro. The Gate Commission Agent shall be responsible for monitoring the condition of the Gate and initiating maintenance activities as needed to maintain the Gate in a good and functional standard (collectively, the “**Gate Commission Agent Duties**”; the Road Commission Agent Duties and the Gate Commission Agent Duties are referred to generally herein as the “**Duties**”). Gate Commission Agent shall not be permitted to undertake any act outside the scope of the Gate Commission Agent Duties without the prior written consent of the majority of the Participating Owners. Any such expenses incurred by Gate Commission Agent respecting actions that are neither within the scope of the Gate Commission Agent Duties nor pre-approved in writing by the majority of the Participating Owners shall be borne solely by Gate Commission Agent, and shall not be chargeable to the Participating Owners hereunder.

2.2. If Participating Owners elect to remove the Gate Commission Agent appointed by the Sponsor, then Participating Owners shall each be responsible for paying their respective shares of any salary or administrative fees charged by such replacement Gate Commission Agent to act in such capacity, which shall be a commercially reasonable amount approved by the majority of the Participating Owners (provided that the Sponsor shall continue to pay the costs of the Gate service and/or maintenance contract as provided herein).

2.3. If Participating Owners shall elect to remove the Gate Commission Agent appointed by the Sponsor, then the new Gate Commission Agent shall be selected by soliciting bids from not less than three (3) qualified gate maintenance contractors licensed to conduct business within the Town of Paradise Valley, Arizona, and the contractor with the lowest of such three (3) bids shall be selected as the replacement Gate Commission Agent, unless two-thirds (2/3rds) of the Participating Owners vote to select another contractor which is not lowest bidder, in which case such selected contractor shall be the replacement Gate Commission Agent.

3. Road Maintenance and Road Improvements. Roadway maintenance will be undertaken and made by the Road Commission Agent, with funding by the Sponsor, whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access, ingress, egress and passage by the Participating Owners and by emergency vehicles.

4. Gate Maintenance and Gate Improvements. Gate construction, maintenance and Gate improvements will be undertaken and made by Gate Commission Agent, with funding by the Sponsor, whenever necessary to maintain the Gates and Gate complex in good operating condition at all times and to insure the provision of safe, convenient access, ingress, egress and passage by the Participating Owners and by emergency vehicles. The initial design and construction of the Gate shall be undertaken by Sponsor in substantial conformance to Exhibit C attached hereto and made part hereof. The standard of maintenance for the Gate and associated improvements shall be that associated with other similar private community

Gates in the Town of Paradise Valley, including, by way of example, but not limited to Judson, Finisterre, El Maro Estates and Cantatierra. Participating Owners shall be charged by the Gate Commission Agent for consumable items in connection with Gate operations, including wireless remote openers, RFID tags, decals and the like.

5. Gate Operations.

5.1. Operating a private roadway Gate brings a host of challenging issues, both foreseen and unforeseen. These include, by way of example, but not limited to, (i) providing the most convenient access for residents to enter without having to exit their vehicle or operate a keypad; (ii) providing access to household employees, landscapers and contractors, (iii) providing access to family members; (iv) providing access to friends and guests on special occasions (e.g., parties); (v) providing access to short term rental tenants; (vi) providing access to emergency vehicles. Different Participating Owners may prefer different technologies for being contacted by visitors at the Gate, either by wireless cell phone, by other means, or not at all when it is a stranger at the Gate. In order to accommodate all of the needs and desires of all Participating Owners, the Gate Commission Agent shall, upon the request of one or more Participating Owners, host one or more meetings of the Participating Owners to choose their preferred features and policies prior to initial construction, preferably by consensus, but when there is no consensus, by majority vote. Participating Owners may vote by proxy in any such meeting. Following completion of the initial Gate improvements, a meeting shall be called by the Gate Commission Agent to train and equip the Participating Owners with such devices and tools as established for authorized and approved users pursuant to policies adopted by the Participating Owners. Thereafter, the Gate Commission Agent shall hold at least one annual meeting to review operations and solicit feedback on ways to improve, upgrade, or better serve the Participating Owners with policy changes, which meeting, for the convenience of the Participating Owners, may be held via telephone or by video conference.

5.2. So long as the Road Commission Agent is the person or entity appointed by Sponsor, in the case of a Gate malfunction or other emergency associated with the Gate operation, the affected Participating Owner shall first contact Benjamin Boyd at (331) 245-6582, and failing to reach Benjamin Boyd, shall contact Mary Beth Stern at (602) 989-0556, and failing to reach Mary Beth Stern, shall contact Park Pro at (602) 254-0770. Any fees or charges rendered by Park Pro as a result of a Participating Owner's failure to comply with the ordered notice requirements in the immediately preceding sentence shall be borne solely by the Participating Owner.

6. Grant of Easements.

6.1. Roadway Property Owner, as grantor, grants to the other Participating Owners, for the benefit of said other Participating Owner or Owners, their respective successors, assigns, contractors, and invitees, and for the benefit of the respective Participating Owner Lots, as grantees, the following:

(a) Non-exclusive easements upon, over, and across the East Cottontail Run Road Roadway Property and through the Gate for ingress and egress by vehicular and pedestrian traffic and vehicle parking (provided that this provision shall in no event be construed as permitting the parking by Owners of a Lot on another Lot without the prior written consent of the Owner of such other Lot);

(b) Non-exclusive easements through, over and across that portion of the East Cottontail Run Road Roadway Property for the installation, maintenance, repair and replacement from time to time of any mailbox and or street address identification sign; and

(c) Non-exclusive easements under, through and across that portion of the East Cottontail Run Road Roadway Property for the installation, maintenance, removal, and replacement of water drainage systems or structures, water mains, sewers, water sprinkler system lines, telephone lines,

or electrical conduits or systems, gas mains, and other public utilities and service easements. All such systems, structures, mains, sewers, conduits, lines, and other public utility instrumentalities shall be installed and maintained below the ground level or surface of the East Cottontail Run Road Roadway Property, except where the instrumentality of the particular utility involved is not amenable to being placed underground (such as, but not limited to, transformers and risers).

6.2. Turnaround Property Owner, as grantor, grants to (a) Roadway Property Owner and the other Participating Owners of Participating Owner Lots, for the benefit of said other Participating Owner or Owners, their respective successors, assigns, contractors, and invitees, and for the benefit of the respective Participating Owner Lots, as grantees, a non-exclusive easement upon, over, and across the Turnaround Property for access to and from the Gate and ingress and egress by vehicular and pedestrian traffic to and from the East Cottontail Run Road Property; and (b) to Roadway Property Owner a non-exclusive easement upon, over, and across the Turnaround Property for purposes of permitting Roadway Property Owner and its agents access to the Turnaround Property for maintaining, repairing and replacing the road improvements from time to time located upon the Turnaround Property in accordance with the terms of this Agreement.

6.3

(a) Each and all of the easements and rights granted or created in this Agreement are and shall continue to be appurtenant to each of the Participating Owner Lots, and none of said easements or rights may be transferred, assigned, or encumbered, except as such an appurtenance. With respect to each such easement and right, the parcel which is benefited shall constitute the dominant estate and the parcel that which is burdened shall constitute the servient estate.

(b) Each and all of the easements, covenants, restrictions, and provisions contained in this Agreement:

- (i) Are made for the direct, mutual, and reciprocal benefit of the Participating Owners of the respective Participating Owner Lots;
- (ii) Create mutual equitable servitudes upon each parcel adjoining the Roadway Property in favor of the other parcels;
- (iii) Constitute covenants running with the land; and
- (iv) Shall bind each and every person or entity having any fee, leasehold, or other interest in any portion of any Participating Owner Lot, at any time or from time to time, to the extent that such portion is affected or bound by the easement, covenant, restriction, or provision in question or to the extent that such easement, covenant, restriction, or provision is to be performed on such Participating Owner Lot.
- (v) This Grant of Easement shall not interfere with, or supersede any easement granted and properly recorded in the Office of the Recorder for Maricopa County, Arizona (the “**Recorder’s Office**”) prior to the date of this Agreement.

6.4 The acceptance by any person or entity of any transfer or conveyance of any interest in a Participating Owner Lot or any portion thereof shall be deemed to: (i) constitute an agreement by such person or entity not to use, occupy, or allow such Participating Owner Lot (or portion thereof) to be used

or occupied in any manner which would constitute a violation or breach of any of the easements, covenants, conditions, restrictions, or provisions of this Agreement; and (ii) require such person or entity to assume and agree to perform each and all of the obligations, under this Agreement, of the transferring or conveying person or entity, with respect to any such Participating Owner Lot (or portion thereof) which shall be conveyed in fee, in each case by a written instrument, to be executed, acknowledged, delivered, and recorded in the Recorder's Office. Notice of each such conveyance and agreement shall be served by the conveying person or entity upon each Owner within ten (10) days after such conveyance, which notice shall be accompanied by a copy of such conveyance and agreement. Upon the execution, acknowledgement, delivery, and recording of such conveyance and such agreement and the service of such notice, the conveying person or entity shall be released from any future obligation under this Agreement with respect to the portion of a parcel so conveyed, but shall not be relieved from any past obligations with respect thereto, and each Owner shall execute and deliver any and all documents reasonably necessary to evidence such release, for the purpose of recording or otherwise. Notwithstanding the foregoing, no personal liability or responsibility shall be deemed to be assumed by a mortgagee until and unless such mortgagee takes actual or constructive possession of a portion of a parcel.

7. Insurance.

7.1. Property Insurance. Roadway Property Owner shall obtain and maintain "all risk," fire and extended coverage insurance naming Participating Owners as the insureds (as their interests may appear), with respect to the Roadway Property, at Sponsor's sole expense, in the amount of the full replacement cost of the Improvements located on the Roadway Property; provided the policy shall provide that any and all proceeds from such policy shall be used to rebuild on the Roadway Property.

7.2. Liability Insurance. Roadway Property Owner shall obtain and maintain a policy of comprehensive public liability insurance (commercial general liability coverage), at Sponsor's sole cost and expense, insuring Participating Owners (and naming the Agents an additional insureds) against all claims, demands, or actions arising out of or in connection with the Roadway Property, or by the condition of the Roadway Property, including personal injury, bodily injury, broad form of property damage, operations hazard, owner's protective coverage and contractual liability. The limits of such policy shall be in an amount of not less than \$3,000,000.00 combined coverage per occurrence per property.

7.3. Evidence of Insurance Coverage. The liability insurance policy required to be obtained by Roadway Property Owner hereunder shall provide that such policy shall not be cancellable without thirty (30) days' prior written notice to the Road Commission Agent. A duly executed certificate of the liability insurance required to be obtained by Roadway Property Owner under this Agreement shall be delivered to Participating Owners on the Effective Date and renewals of such certificates of the liability insurance policy shall be delivered to Participating Owners at least thirty (30) days prior to the expiration of each such policy. Roadway Property Owner's failure to comply with the foregoing requirements relating to insurance shall constitute an event of default hereunder. In the event that Roadway Property Owner fails to take out or maintain the property insurance policy required to be maintained by Roadway Property Owner hereunder, such failure shall be a defense to any claim asserted by Roadway Property Owner against Participating Owners by reason of any loss sustained by Roadway Property Owner that would have been covered by such policy, NOTWITHSTANDING THAT SUCH LOSS MAY HAVE BEEN PROXIMATELY CAUSED SOLELY BY THE NEGLIGENCE OF PARTICIPATING OWNER, THEIR CONTRACTORS, OR ANY OF THEIR RELATED PARTIES. If Roadway Property Owner does not procure insurance as required, any Participating Owner may, in addition to any other rights and remedies to which a Participating Owner may be entitled, upon not less than thirty (30) days' advance written notice to Roadway Property Owner, cause such insurance to be issued and Sponsor shall pay to said Participating Owner the premium for such insurance within twenty (20) days of Participating Owner's

written notice of the amount of such premium, plus interest at the rate of 9% per annum from the date of such notice until repaid by Sponsor.

8. Damage and Destruction. In the event of any damage to or the destruction of the Roadway Property, including any Gate improvements, whether partial or total, and whether or not such damage or destruction is covered by insurance, Roadway Property Owner shall repair, restore and rebuild the Roadway Property to substantially the same or better condition as existed immediately prior to such damage or destruction. As hereinafter provided, any insurance proceeds shall be made available to Roadway Property Owner for such purpose and shall be applied by Roadway Property Owner for such restoration of the Roadway Property and Roadway Property Owner shall be solely responsible for and shall pay the balance, if any, of the costs to so restore the Roadway Property.

9. Utilities and Services. Roadway Property Owner shall make all arrangements for and shall pay, prior to delinquency, all charges for all utilities, trash removal, and all other services furnished to or used by Roadway Property Owner on, or in connection with, the Roadway Property. Participating Owners shall have no obligation to provide for the security of the Roadway Property, and shall not be liable to Roadway Property Owner, or Roadway Property Owner's employees, agents, contractors, sublessees, guests or invitees for losses to property or personal injury caused by criminal acts or entry by unauthorized persons onto the Roadway Property.

10. Signs. Roadway Property Owner shall be entitled, with Participating Owners' prior written consent, by majority vote, to place, construct or maintain such directional and instructional signage as indicated on Exhibit C and/or in compliance with Town code and ordinances. All signs shall comply with all applicable laws, and Tenant shall obtain any permit or approval required by such laws. No signage shall be permitted on the Gate complex that singles out any one Participating Owner.

11. Property Taxes. Roadway Property Owner shall pay as and when due any ad valorem or similar property taxes on the East Cottontail Run Road Property. Turnaround Property Owner shall pay as and when due any ad valorem or similar property taxes on the Turnaround Property.

12. Default and Enforcement.

12.1. If Roadway Property Owner shall default in its obligation to fund the Road Commission Agent's and/or Gate Commission Agent's budgeted and actual expenses, or for insurance premiums with respect thereto, and such default shall continue for thirty (30) business days after receipt by Roadway Property Owner and Sponsor of written notice thereof from any Participating Owner, or the Gateway Commission Agent or the Roadway Commission Agent, then the Participating Owner(s) giving the notice of default may cure such default and such curing Participating Owner shall then be entitled to reimbursement from the Sponsor for the reasonable, out-of-pocket expense so incurred. If the Sponsor does not pay such curing Participating Owner or tenant within thirty (30) days after receipt of a written billing statement setting forth in reasonable detail the sums expended in effecting such cure, such curing Participating Owner shall be entitled to interest on such unpaid amount at the rate of nine percent (9%) per annum until paid, commencing on the date of such written billing statement. In the event of a situation wherein Roadway Property Owner or Sponsor disputes the claimed default, such dispute shall be resolved pursuant to Paragraph 22 and no self-help right may be exercised pending resolution of such dispute.

12.2. Sums due to a Participating Owner(s) arising out of the self-help remedy described above may be secured by a lien therefore filed by the creditor Participating Owner(s) upon the Sponsor's Property. The failure of a Participating Owner or Owners to insist in any one (1) or more cases upon the strict performance of any of the promises, covenants, conditions, restrictions or agreement of this Agreement shall not be construed as a waiver or relinquishment for the future breach of such provisions.

The liens provided for in this paragraph shall become effective upon recording of a notice of claim of lien in the Recorder's Office, signed and certified, stating the amount due, the name of the claiming Participating Owner, and the legal description of the Sponsor's Property. Such lien, when recorded against the Sponsor's Property, shall be prior and superior to any right, title, interest, lien or claim which may be or has been acquired or attached to such Sponsor's Property after the date of recording of the lien provided for in this paragraph. Said lien shall be for the use and benefit of the person filing same and may be enforced and foreclosed in a suit or action brought in any court of competent jurisdiction. Any such lien shall be promptly released and removed of record by the Participating Owner(s) that filed such lien upon Sponsor's or Roadway Property Owner's payment of all amounts secured by such lien. Any dispute as to whether a default has occurred hereunder, or whether a self-help remedy was properly exercised (including, without limitation, whether a lien was properly or improperly filed hereunder), shall be resolved via the arbitration provisions described in Paragraph 22 below.

13. Withdrawal or Sale by Sponsor. Sponsor may withdraw from its financial and other obligations expressed herein by giving not less than thirty (30) days written notice to Participating Owners, and then only upon either (i) replacing Sponsor with a successor with the means and resources to assume Sponsor's obligations created herein (as "**Successor**"), or (ii) the sale of the Sponsor Property to an unrelated third party which elects by written notice to all Participating Owners not to continue to perform the financial and other obligations required of Sponsor herein (each a "**Withdrawal Event**"). Sponsor shall not be relieved of its obligations unless and until all obligations arising or accruing prior to the Withdrawal Event have been performed and paid, and, with respect to the Withdrawal Event described in clause (i), the Successor has assumed all current and future obligations of Sponsor by way of a written instrument recorded against the Roadway Property.

13.1. Gate Removal Option. In the event Sponsor gives notice of its intent to transfer ownership of the Sponsor Property to an unrelated third party, a majority of the Participating Owners may elect to have Roadway Property Owner remove the Gate and associated Gate improvements as a condition precedent to Sponsor being relieved of past and future obligations hereunder.

14. Post Sponsor Operations. If following a Withdrawal Event, the Sponsor (or a Successor) is no longer funding the Roadway and Gate expenses (such expenses hereinafter being referred to as "**Post Sponsor Expenses**") and the period following such Withdrawal Event being referred to herein as the "**Post Sponsor Period**"), a majority vote of the Participating Owners is required to approve any proposed road maintenance or improvements and related contracts within the scope of the applicable Duties, no matter the value or cost associated with respect to the Road Commission Agent or Gate Commission Agent Duties. Before authorizing expenditures for future Roadway or Gate improvements to be shared among Participating Owners, the Road Commission Agent, or Gate Commission Agent, as the case may be, will provide the Participating Owners with not less than three (3) bids from qualified contractors licensed to conduct business within the Town of Paradise Valley, Arizona, for each such contract let, and shall select the lowest of the three (3) bids. If Road Commission Agent or Gate Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners. If any Participating Owner performs improvements, maintenance, repairs, or replacements to the Roadway Property without prior approval of a majority of the Participating Owners, the Participating Owner performing such work shall be solely responsible for the costs incurred. During the Post Sponsor Period, the Road Commission Agent shall purchase and maintain any insurance required by this Agreement at the sole cost and expense of the Participating Owners. In the procurement of such insurance, Road Commission Agent shall solicit insurance bids from three (3) independent, reputable commercial property insurers licensed to issue insurance in the State of Arizona, and shall select the lowest of the three (3) bids. If Road Commission Agent desires to select a bid which is not the lowest of the three (3) bids, it may only do so with the prior written consent of the majority of the Participating Owners.

14.1. Cost Sharing. Post Sponsor Expenses shall be shared on a pro-rata basis amongst the Participating Owners sharing access to the Roadway Property. Each Participating Owner's share of costs incurred shall be determined based on the number of lots served by the Roadway Property. The Road and Gate Commission Agents shall provide the Participating Owners and the Town of Paradise Valley ("**Town**") an updated copy of the cost allocations whenever the cost allocation is amended.

14.2. Payment. Payment of Post Sponsor Expenses will be made to the Road Commission Agent and Gate Commission Agent, respectively, by each Participating Owner. On or before the first day of each calendar quarter (i.e. January 1st, April 1st, July 1st, and October 1st), each Participating Owner will contribute their pro-rata share of the cost for road maintenance, road improvements and emergency repair funding incurred in the immediately preceding calendar quarter. The Road Commission Agent shall send each Participating User a notice of the quarterly payment due not less than two weeks prior to the due date. Notwithstanding anything to the contrary contained in this Agreement, in the case of any Emergency (as hereinafter defined), the Road Commission Agent, or Gate Commission Agent, may act with urgency to address such Emergency without the majority approval of the Participating Owners. Costs related to the Emergency shall be shared under the terms and conditions of this Agreement. As used herein the term "Emergency" means any urgent matter involving the requests of the Town of Paradise Valley, the Paradise Valley Police Department or any Fire Department servicing the Town of Paradise Valley, or any other matter that poses and imminent danger to human health or safety.

15. Future Parcels. Any additional parcels gaining access to the Roadway Property by way of subdividing an existing parcel shall be bound by all terms and conditions of this Agreement, and will be required to pay that portion of the maintenance, improvement and emergency repair costs incurred after the split as determined using the formula contained above.

16. Bank Account, Budget and Annual Report. During the Post Sponsor Period, the Road Commission Agent and Gate Commission Agent shall establish and maintain a bank account to hold the funds paid by the Participating Owners and to pay maintenance, improvement and Emergency repair costs. Each Participating Owner shall initially fund the bank accounts with \$1,000.00 (One Thousand Dollars) for each Participating Lot (the "**Minimum Balance**"), and shall replenish such accounts when necessary from time to time, to maintain the Minimum Balance. All checks or payments in excess of \$5,000 issued from the account shall require the approval/signature of the Road Commission Agent or Gate Commission Agent (as the case may be) and one Participating Owner as designated by a majority of the Participating Owners. Email approval for any check request or vendor bid approval by the majority of Participating Owners, shall be satisfactory, so long as 75% of the Participating Owners respond via email to The Road Commission Agent or Gate Commission Agent for each spending request or bid award. Road Commission Agent and Gate Commission Agent, shall also prepare and distribute to the Participating Owners an annual income and expense report and a year-end balance sheet, accounting for all funds received and disbursed. Not later than sixty (60) days prior to January 1st of each year, the Road Commission Agent and Gate Commission Agent shall each prepare a budget of the anticipated road maintenance, road improvement and emergency repair contingency funding for the next fiscal year (defined as January through December). The Participating Owners shall consider, amend as desired and approve the final budget by a majority vote of all participating owners not later than thirty (30) days prior to the beginning of the next fiscal year.

17. Emergency Repairs. If the Road Commission Agent or Gate Commission Agent determines that an Emergency repair to the Roadway Property is necessary, the respective Agent is authorized to make or arrange for the Emergency repair. The Agent will thereafter notify the Participating Owners of the Emergency repair and the amount due from the Participating Owners, to be paid within

thirty (30) days into the Agent's respective bank accounts so that the qualified vendors performing the Emergency repairs can be promptly paid.

18. Effective Term. This Agreement shall be perpetual, and shall encumber and run with the land as long as the Roadway Property remains private.

19. Binding Agreement. This Agreement shall be binding upon the parties hereto, their respective heirs, executors, successors administrators and assigns. This Agreement is being executed in anticipation of the Town of Paradise Valley, and all other governmental and quasi-governmental authorities whose consent or approval is required for the construction of Gate, formally approving the installation of the Gate (the "**Municipal Approvals**"). Roadway Property Owner's receipt of all Municipal Approvals shall be a condition precedent to the effectiveness of this Agreement.

20. Amendment. This Agreement may be amended only by a two-thirds majority written consent of all Participating Owners, provided, however that no such amendment materially increasing the payment or performance obligations of Sponsor or Roadway Property Owner shall be effective unless the Sponsor and Roadway Property Owner are parties to such amendment, unless the Participating Owners shall agree in such amendment to bear their respective ratable share of any such increased payment or performance obligation. If any time Sponsor, on one hand, or two-thirds of the Participating Owners, on the other hand, reasonably determines that an amendment to this Agreement is required in order to correct the legal descriptions attached hereto as Exhibit A-1, Exhibit A-2, Exhibit B-1, or Exhibit B-2, then Sponsor and Participating Owners shall promptly cooperate, in good faith, to prepare and record such corrective amendment.

21. Enforcement. This Agreement may be enforced by the Road Commission Agent, and/or the Gate Commission Agent, as needed, a majority of Participating Owners, or the Town of Paradise Valley. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

22. Disputes. If a dispute among the majority of Participating Owners, on one hand, and Sponsor and/or Roadway Property Owner, on the other hand, arises over any aspect of the improvements, the Participating Owners and Sponsor and/or Roadway Property Owner (as the case may be) shall engage in binding arbitration to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the Participating Owners. In selecting a third-party arbitrator, each majority of the Participating Owners shall designate a representative on their behalf to represent the Participating Owners in such arbitration proceeding. The arbitrator for such arbitration shall be selected pursuant to the following process: (i) first, the office of the American Arbitration Association in Phoenix, Arizona shall designate between 8 and 10 potential arbitrators, all of whom shall be individuals with not less than 10 years of experience resolving land maintenance disputes similar to the then-present dispute, (ii) next, the representative acting on behalf of the Participating Owners shall eliminate one arbitrator from the list, (iii) next, Sponsor and/or Roadway Property Owner (as the case may be) shall eliminate one arbitrator from the list, (iv) the process described in clauses (ii) and (iii) shall continue until only one arbitrator remains, and such arbitrator shall be the arbitrator that resolves the dispute then at issue, and (v) such chosen arbitrator shall proceed with dispatch to resolve the dispute. All Participating Owner shall share equally in the cost of any arbitration, and such arbitration proceeding shall be conducted in accordance with the rules promulgated by the office of the American Arbitration Association in Phoenix, Arizona.

23. Notices. Any notice required herein shall be sent to Participating Owners at the address or email address provided to the Road Commission Agent in writing by the Participating Owner. If an

address of a Participating Owner is not known, a certified notice will be mailed to the address to which the Participating Owner's property tax bills are sent.

24. Invalidity. Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

25. Other Agreements. This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

26. Indemnity. Participating Owners and their agents shall hold harmless and indemnify the Town, its officials, employees, consultants and agents for any failure by the Town to perform its obligations identified herein, and nothing in this Agreement shall be construed as imposing any obligation upon the Town to perform maintenance or improvements to the Roadway Property or to enforce this Agreement.

27. Recording This Document. Original and amended copies of this document, including added signatures, shall be recorded by the Road Commission Agent in the Recorder's Office. By its signature hereon, each Participating Owner consents to Road Commission Agent recording this Agreement in the Recorder's Office, with reference to such Participating Owner's Lot described on Exhibit B-2 attached hereto, and acknowledges and understands that this Agreement may appear in subsequent title searches respecting Participating Owner's Lot.

28. Miscellaneous

28.1. Time is of the essence of each provision of this Agreement.

28.2. No delay or omission by a party in the exercise of any right or remedy to them on any default by the other party shall impair such right or remedy or be construed as a waiver.

28.3. Whenever a period of time is herein prescribed for action to be taken by either a Participating Owner or Sponsor, the party required to take such action shall not be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays due to strikes, acts of God, shortages of labor or material, war, governmental laws, regulations, or any other cause of any kind whatsoever which is beyond the control of such party.

28.4. The individuals executing this Agreement on behalf of Participating Owners and Sponsor each represents and warrants that he has full authority to execute This Agreement for and on behalf of Participating Owner or Sponsor, as applicable, and upon the execution hereof, this Agreement shall be a valid and binding obligation of Participating Owner and Sponsor, respectively.

28.5. No breach of this Agreement shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement, but such limitation shall not affect in any manner any other rights or remedies which such Owner may have hereunder by reason of any breach of this Agreement.

28.6. This Agreement may be executed and delivered in one or more counterparts, all of which, when compiled, shall constitute a single, binding and enforceable agreement.

The parties hereto have executed this Agreement effective as of the date written above.

[Remainder of page intentionally left blank; signature page follows]

ROADWAY PROPERTY OWNER:

Cottontail Run Road, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

TURNAROUND PROPERTY OWNER:

CLT 7117, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

**Owner of 4928 North Cottontail Run Road
Paradise Valley, Arizona 85253:**

Cotton Trail Run 4928, LLC,
an Arizona limited liability company

By: _____
Name: William Grogan
Title: Manager

By: Enterprises Trust U/A/D 6/1/16
Its: Member

By: _____
Name: Charles Harris
Title: Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 7201 North Cottontail Run Road
Paradise Valley, Arizona 85253:

Victor A. Casebolt Qualified Personal Residence
Trust U/T/A dated May 15, 1996

Jo B. Casebolt, Trustee

Jo B. Casebolt Qualified Personal Residence
Trust U/T/A dated May 15, 1996

Jo B. Casebolt, Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

**Owners of 4820 East Cottontail Run Road
Paradise Valley, Arizona 85253:**

C. Journey Revocable Living Trust of March 9,
2016, as tenant in common

Christine Ehrich Trustee

Alan M. Pitt, tenant in common

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owner of 5022 East Cottontail Run Road
Paradise Valley, Arizona 85253:

David Fieler, Jr.

STATE OF _____)
) ss.:
COUNTY OF _____

_____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5044 East Cottontail Run Road
Paradise Valley, Arizona 85253:

**Emmett Kenney and Diane Kenney, as husband
and wife**

Emmett Kenney, husband

Diane Kenney, wife

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

**Owners of 5001 East Cottontail Run Road
Paradise Valley, Arizona 85253:**

Stephen A. Martori, Manager

_____)

Notary Public

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Owner of 5035 East Cottontail Run Road
Paradise Valley, Arizona 85253:

Mrs. Wanda Monaghan, Manager

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

[Additional Signature and Acknowledgement Pages Follow]

Owners of 5055 East Cottontail Run Road
Paradise Valley, Arizona 85253:

Jerome Kelly

Carol Kelly

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

[Additional Signature and Acknowledgement Pages Follow]

PARTICIPATING OWNERS:

Owners of 5045 East Cottontail Run Road
Paradise Valley, Arizona 85253:

The Bergeron Family Revocable Trust of
December 17, 2018

Jeffrey D. Bergeron, Trustee

Stephanie W. Bergeron, Trustee

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____, in the year 2022, before me the undersigned, personally appeared _____, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Exhibit A-1

East Cottontail Run Road Property

Exhibit A-2

Turnaround Property and Turnaround Easement

Exhibit B-1

Sponsor's Property

Exhibit B-2

Participating Owner Lots

Exhibit C

Gate Design

EXHIBIT A-1

EAST COTTONTAIL RUN ROAD PROPERTY DESCRIPTION AND DEPICTION

THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST DESCRIBED AS FOLLOWS:

A ROADWAY 50.00 FEET WIDE BEING 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

Unofficial Document

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD, AND

EXCEPT ALL, GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN PATENT RECORDED IN DOCKET 1104, PAGE 271, AND RE-RECORDED IN DOCKET 1220, PAGE 568, OFFICIAL RECORDS.

APN 169-08-044J

Commonly Known As: East Cottontail Run Road



EXHIBIT A-2

TURNAROUND PROPERTY DESCRIPTION AND DEPICTION

That part of that certain parcel of land described in Document No. 2020-1274156 Records of Maricopa County, Arizona, being a part of the Southwest Quarter of Section 5, Township 2 North, Range 4 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Town of Paradise Valley Brass Cap flush marking the Southwest Corner of said Section 5, from which the Maricopa County Aluminum Cap marking the South Quarter Corner of said Section 5 bears North 89°56'35" East, a distance of 2,629.46 feet;

Thence North 89°56'35" East, along the South line of the Southwest Quarter of said Section 5, a distance of 656.96 feet to a point on the monument line of Tatum Boulevard;

Thence North 00°14'15" West, along said monument line, a distance of 849.51 feet to a point on the monument line of a private roadway as depicted in Book 430 of Maps, Page 39, Records of Maricopa County, Arizona;

Thence North 89°59'35" East, along said monument line, a distance of 126.04 feet;

Thence North 00°00'25" West, departing said monument line, a distance of 25.00 feet to a point on the South line of said certain parcel of land, said point being the True Point of Beginning and also a point on a 40.50 foot radius non-tangent curve, whose center bears South 78°36'27" East;

Thence Easterly, along said curve, through a central angle of 156°59'47", a distance of 110.97 feet to a point on a 31.06 foot radius non-tangent curve, whose center bears North 05°29'08" West;

Thence Westerly, along said curve, through a central angle of 05°28'43", a distance of 2.97 feet to a point on the South line of said certain parcel of land;

Thence South 89°59'35" West, along said South line, a distance of 76.41 feet to the True Point of Beginning.

Containing 1,932 Square Feet or 0.044 Acres, more or less.



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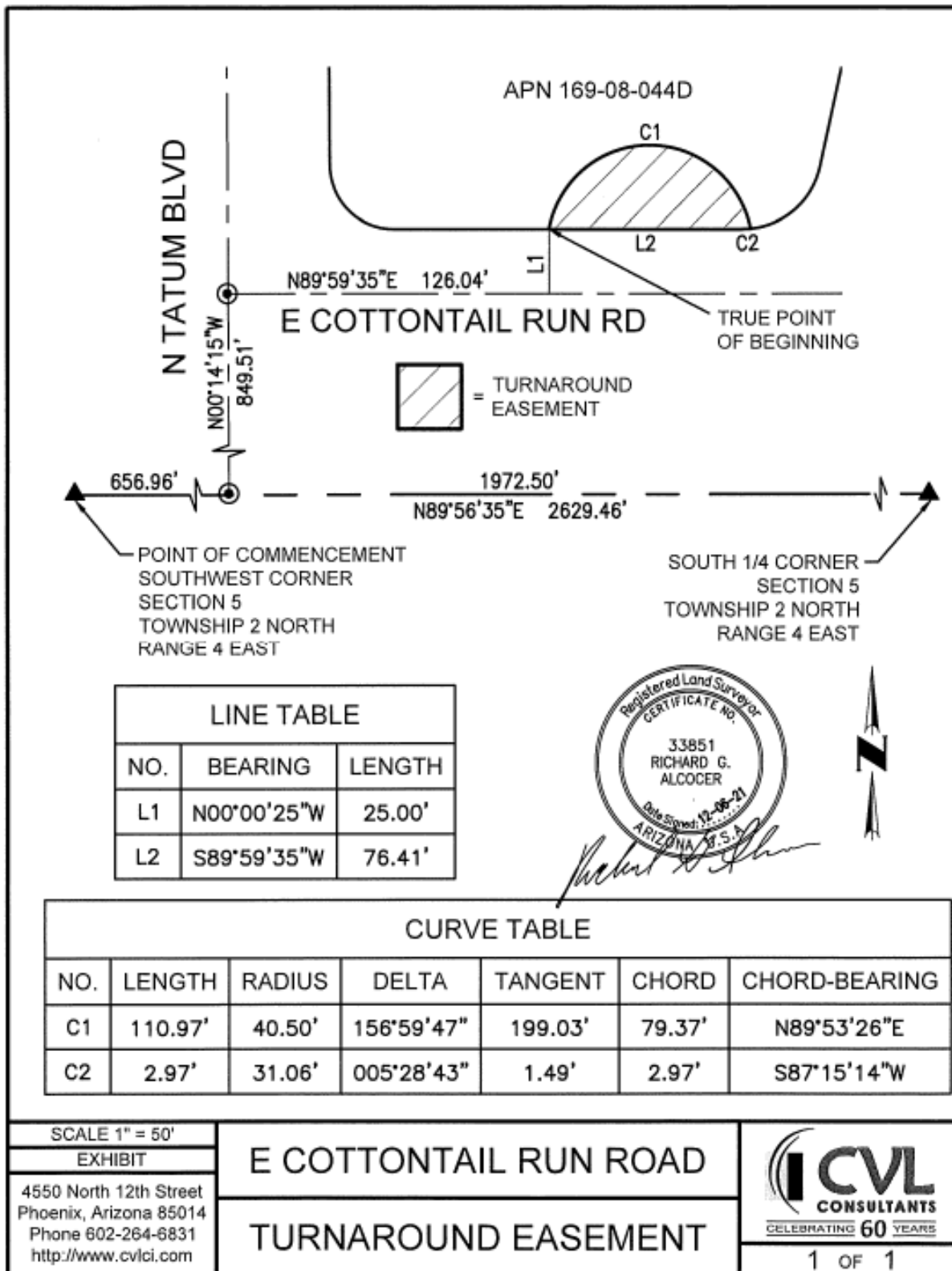
Page 1 of 1

4550 N 12th Street | Phoenix AZ 85014 | 602.264.6831 | (F) 602.264.0928



A portion of APN 169-08-044D

A portion of the property commonly known as: 7117 North Tatum Boulevard, Paradise Valley, AZ 85253



N:\01\0214601\CADD\Exhibits\VX.TURNAROUND.ESMT.dwg Dominique December 6, 2021

EXHIBIT B-1

SPONSOR'S PROPERTY

LOT 15, OF MARSHMALLOW MOUNTAIN LANDS REPLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 430 OF MAPS, PAGE 39.

APN: 169-08-044H



EXHIBIT B-2

PARTICIPATING OWNER LOTS

1. 4820 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-043)

PARCEL NO. 1:

COMMENCING AT THE SOUTHWEST COMER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD; THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID CENTER LINE, 849.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 40 MINUTES 44 SECONDS EAST, 184 FEET; THENCE SOUTH 00 DEGREES 31 MINUTES 58 SECONDS WEST, 220.67 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 200.09 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT 30 FEET; THENCE ALONG THE ARC OF SAID CURVE, 50.56 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 194.87 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING AND RESERVING UNTO THE STATE OF ARIZONA ALL GAS, OIL, METALS AND MINERAL RIGHTS AS CONTAINED IN THE PATENT TO SAID LAND.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS, EGRESS AND UNDERGROUND PUBLIC UTILITIES OVER THE FOLLOWING DESCRIBED TRACT;

COMMENCING AT THE SOUTHWEST COMER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 53 MINUTES 30 SECONDS EAST, 657.60 FEET TO A POINT ON THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD; THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID CENTER LINE, 849.51 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 247.34 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 255.95 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25 FEET; THENCE SOUTH 12 DEGREES 21 MINUTES 45 SECONDS WEST, 194.87 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT OF 30 FEET; THENCE ALONG THE ARC OF SAID CURVE, 50.56 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 200.09 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 25 SECONDS WEST, 50 FEET TO A POINT ON THE BOUNDARY LINE OF TRACT "B" OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA; THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, ALONG THE BOUNDARY LINE OF SAID TRACT "B", 468.40 FEET TO THE EAST RIGHT OF WAY LINE OF

TATUM BOULEVARD; THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE 75.00 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT, TANGENT TO THE EAST RIGHT OF WAY LINE OF TATUM BOULEVARD, SAID CURVE HAVING A CENTRAL ANGLE OF 89 DEGREES 46 MINUTES 10 SECONDS AND A TANGENT OF 25.00 FEET, AN ARC DISTANCE OF 39.33 FEET; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 137.23 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 77 DEGREES 37 MINUTES 50 SECONDS AND A TANGENT OF 25.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, 42.11 FEET; THENCE NORTH 12 DEGREES 21 MINUTES 45 SECONDS EAST, 210.84 FEET; THENCE SOUTH 77 DEGREES 38 MINUTES 15 SECONDS EAST, 25.00 FEET TO THE TRUE POINT OF BEGINNING.

2. 7201 N. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Numbers 169-08-044F and 169-08-044B)

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 115 OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89° 57' 15" EAST 202.28 FEET ALONG THE SOUTH LINE OF LOTS 114 AND 115 OF SAID PARADISE HILLS;

THENCE SOUTH 12° 37' 16" EAST 300.00 FEET;

THENCE SOUTH 38° 52' 44" WEST 410.00 FEET;

THENCE NORTH 46° 08' 04" WEST 81.43 FEET;

THENCE SOUTH 89° 40' 44" WEST 213.00 FEET;

THENCE NORTH 11° 16' 10" (R) 11° 15' 36" (M) EAST 350.06 FEET (R) 350.23 (M);

THENCE NORTH 27° 01' 45" WEST 50.00 FEET;

THENCE NORTHEASTERLY 125.99 FEET ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 469.63 FEET AND A CENTRAL ANGLE OF 15° 22' 15";

THENCE SOUTHEASTERLY 93.39 FEET ALONG A CURVE TO THE RIGHT, WHICH HAS A RADIUS OF 121.57 FEET AND A CENTRAL ANGLE OF 44° 00' 51";

THENCE NORTH 02° 57' 15" EAST 143.78 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4

EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 115 OF PARADISE HILLS, ACCORDING TO THE PLAT RECORDED IN BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 89° 57' 15" EAST 202.28 FEET ALONG THE SOUTH LINE OF LOTS 114 AND 115 OF SAID PARADISE HILLS;

THENCE SOUTH 12° 37' 16" EAST 300.00 FEET;

THENCE SOUTH 38° 52' 44" WEST 410.00 FEET;

THENCE NORTH 46° 08' 04" WEST 81.43 FEET;

THENCE SOUTH 89° 40' 44" WEST 213.00 FEET TO THE MOST SOUTHERLY SOUTHWEST CORNER OF THE LAND DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 15486, PAGE 406, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE TRUE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89° 40' 44" WEST 184.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF COTTONTAIL RUN NORTH AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING THE BEGINNING OF A NON-TANGENT 566.37 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY, A RADIAL LINE OF SAID CURVE BEARS NORTH 77° 38' 15" WEST (M) NORTH 47° 38' 15" WEST (R) TO SAID POINT;

THENCE SOUTH 12° 21' 45" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF COTTONTAIL RUN NORTH 194.87 FEET TO THE BEGINNING OF A TANGENT 24.14 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE 77° 37' 50", AN ARC LENGTH OF 50.56 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COTTONTAIL RUN EAST AS DESCRIBED IN THAT CERTAIN INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE TANGENT TO SAID CURVE AND ALONG THE LAST SAID NORTH RIGHT-OF-WAY LINE SOUTH 89° 59' 35" WEST 106.19 FEET TO THE BEGINNING OF A TANGENT 31.08 FOOT RADIUS CURVE CONCAVE TO THE NORTHWESTERLY;

THENCE NORTHEASTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID COTTONTAIL RUN NORTH AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77° 37' 50", AN ARC LENGTH OF 31.08 FEET;

THENCE TANGENT NORTH 12° 21' 45" EAST 210.84 FEET TO THE BEGINNING OF A 616.37 FOOT RADIUS CURVE CONCAVE TO THE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15° 24' 30", AN ARC LENGTH OF 165.76 FEET;

THENCE TANGENT NORTH 27° 46' 15" EAST 106.91 FEET TO THE BEGINNING OF A 182.62 FOOT RADIUS-CURVE CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35° 12' 00", AN ARC LENGTH OF 112.19 FEET;

THENCE NON-TANGENT TO SAID CURVE NORTH 62° 58' 15" (R) 103.75 FEET (R) NORTH 61° 23' 17" EAST (M) 106.38 FEET (M) TO THE BEGINNING OF A TANGENT 469.63 FOOT RADIUS CURVE CONCAVE SOUTHEASTERLY;

THENCE RADIAL SOUTH 27° 01' 45" EAST 50.00 FEET;

THENCE SOUTH 11° 16' 10" WEST (R) 350.06 FEET (R) SOUTH 11° 15' 36" (M) 350.23 (M) TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND UTILITIES OVER THE WEST 268.23 FEET OF THAT CERTAIN SOUTH PRIVATE ROADWAY (NOW KNOWN AS COTTON TAIL RUN EAST) ACCORDING TO INSTRUMENT RECORDED IN DOCKET 1500, PAGE 186, RECORDS OF MARICOPA COUNTY, ARIZONA.

3. 4928 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-044H)

LOT 15, OF MARSHMALLOW MOUNTAIN LANDS REPLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 430 OF MAPS, PAGE 39, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE PLAT OF PARADISE HILLS AS RECORDED IN BOOK 57 OF MAPS, PAGE 11 M.C.R. IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 5, NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST, 657.16 FEET TO THE CENTERLINE OF TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF MAPS, PAGE 16 M.C.R.;

THENCE ALONG THE SAID CENTERLINE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, 849.61 FEET TO THE INTERSECTION OF TATUM BOULEVARD AND THE CENTERLINE OF A PRIVATE ROADWAY;

THENCE ALONG THE SAID PRIVATE ROADWAY CENTERLINE, NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 508.27 FEET TO THE EXTENDED WESTERLY BOUNDARY LINE OF LOT 15;

THENCE ALONG SAID WESTERLY BOUNDARY LINE OF LOT 15, NORTH 00 DEGREES 31 MINUTES 58 SECONDS EAST, 25.00 FEET TO THE SOUTHWEST CORNER OF LOT 15 AND THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID WESTERLY LINE OF LOT 15, NORTH 00 DEGREES 31 MINUTES 58 SECONDS EAST, 220.67 FEET TO THE NORTHWEST CORNER OF THIS PARCEL AND COMMON WITH THE SOUTHWEST CORNER OF LOT 16, OF MARSHMALLOW MOUNTAIN LAND REPLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED AS BOOK 430 OF MAPS, PAGE 39;

THENCE ALONG THE SOUTHERLY LINE OF LOT 16, NORTH 89 DEGREES 40 MINUTES 44 SECONDS EAST, 213.00 FEET TO AN ANGLE POINT IN THE SAME;

THENCE STILL ALONG SAME SOUTH 46 DEGREES 08 MINUTES 04 SECONDS EAST, 81.43 FEET TO AN ANGLE POINT IN SAME AND AT THE NORTHEAST CORNER OF LOT 15;

THENCE ALONG THE EASTERLY LINE OF LOT 15, SOUTH 09 DEGREES 21 MINUTES 18 SECONDS EAST, 156.19 FEET TO A POINT IN THE CURVED NORTHERLY 25 FEET RIGHT-OF-WAY LINE OF SAID PRIVATE ROADWAY AND THE SOUTHEAST CORNER OF LOT 15;

THENCE FROM SAID POINT THE RADIUS POINT BEARS NORTH 20 DEGREES 53 MINUTES 48 SECONDS WEST, THE CURVE IS CURVING TO THE RIGHT WITH A RADIUS OF 171.49 FEET AND A CENTRAL ANGLE OF 20 DEGREES 53 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 62.53 FEET TO A POINT OF TANGENT IN SAID NORTHERLY RIGHT-OF-WAY;

THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF A PRIVATE ROADWAY, SOUTH 89 DEGREES 59 MINUTES 35 SECONDS WEST, 238.00 FEET TO THE TRUE POINT OF BEGINNING:

EXCEPT ANY PORTION THEREOF LYING WITHIN THAT PORTION OF THE PRIVATE ROAD SHOWN ON THE PLAT OF MARSHMALLOW MOUNTAIN LAND REPLAT, BOOK 430, PAGE 39, COMMONLY KNOWN AS COTTONTAIL RUN EAST, DESCRIBED AS FOLLOWS:

A ROADWAY 50 FEET WIDE BEING 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 TOWNSHIP 2 NORTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND SHOWN ON THE PLAT OF SAID PARADISE HILLS;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET:

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF DEGREES 10 MINUTES 05 SECONDS 37, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ANY PART LYING WITHIN TATUM BOULEVARD; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA AS RESERVED IN DOCKET 1220, PAGE 568.

4. 5022 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-044G)

PARCEL NO. 1:

LOT 14, AS SHOWN ON SURVEY OF MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED, ACCORDING TO BOOK 635 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE PLAT OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA, IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 5;

THENCE ALONG THE SOUTHERLY LINE OF SAID SECTION 5, NORTH 89 DEGREES 56 MINUTES 35 SECONDS EAST 657.16 FEET TO THE CENTERLINE OF TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE ALONG THE SAID CENTERLINE, NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST 849.61 FEET TO THE INTERSECTION OF TATUM BOULEVARD AND THE CENTERLINE OF A PRIVATE ROADWAY;

THENCE ALONG THE SAID PRIVATE ROADWAY CENTERLINE, NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST 746.50 FEET TO A POINT OF CURVE IN SAME;

THENCE STILL ALONG THE SAME CURVING TO THE LEFT WITH A RADIUS OF 196.49 FEET AND A CENTRAL ANGLE OF 19 DEGREES 24 MINUTES 17 SECONDS AND AN ARC DISTANCE OF 66.23 FEET TO A POINT AT THE EXTENDED WESTERLY BOUNDARY LINE OF LOT 14 OF SAID MARSHMALLOW MOUNTAIN LANDS REPLAT AMENDED;

THENCE ALONG THE SAID EXTENDED WESTERLY LINE OF LOT 14, NORTH 09 DEGREES 21 MINUTES 18 SECONDS WEST 25.45 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 AND THE TRUE POINT OF BEGINNING;

THENCE STILL ALONG THE SAID WESTERLY LINE OF LOT 14, NORTH 09 DEGREES 21 MINUTES 18 SECONDS WEST 156.19 FEET TO THE NORTHWEST CORNER OF SAID LOT 14;

THENCE ALONG THE NORTHERLY LINE OF SAID LOT 14, NORTH 38 DEGREES 52 MINUTES 44 SECONDS EAST 407.72 FEET TO THE NORTHEAST CORNER OF SAID LOT 14;

THENCE ALONG THE EASTERLY LINE OF SAID LOT 14, SOUTH 12 DEGREES 37 MINUTES 16 SECONDS EAST 199.08 FEET TO A POINT OF REVERSE CURVE IN THE NORTHERLY RIGHT OF WAY LINE OF A PRIVATE ROADWAY;

THENCE THE RADIUS POINT BEARS NORTH 69 DEGREES 04 MINUTES 55 SECONDS WEST, SAID CURVE IS CURVING TO THE RIGHT WITH A RADIUS OF 317.79 FEET AND A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 151.37 FEET TO A POINT OF TANGENT IN SAME;

THENCE ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, SOUTH 48 DEGREES 12 MINUTES 35 SECONDS WEST 182.20 FEET TO A POINT OF CURVE IN SAME;

THENCE STILL ALONG SAME CURVING TO THE RIGHT WITH A RADIUS OF 171.49 FEET AND A CENTRAL ANGLE OF 20 DEGREES 53 MINUTES 30 SECONDS AND AN ARC DISTANCE OF 62.53 FEET, TO THE POINT OF BEGINNING;

EXCEPT ANY PORTION THEREOF LYING WITHIN PARCEL NO. 2 AS DESCRIBED HEREIN;
AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES OVER A PORTION OF THE PRIVATE ROAD COMMONLY KNOWN AS COTTONTAIL RUN EAST, AS SHOWN ON THE SURVEY OF MARSHMALLOW MOUNTAIN LAND REPLAT AMENDED, ACCORDING TO BOOK 635 OF MAPS, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING 50.00 FEET WIDE, 25.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD, AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO BOOK 57 OF MAPS, PAGE 11, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 7 46.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 198.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST 45.00 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40.00 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT ANY PART THEREOF LYING WITHIN TATUM BOULEVARD; AND

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

5. 5044 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-041)

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 115, OF PARADISE HILLS, A SUBDIVISION, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY

RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11; THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF LOT 114 OF SAID PARADISE HILLS, 28.65 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 56 MINUTES 15 SECONDS EAST, ALONG THE SOUTH LINE OF SAID LOT 114, 185.00 FEET; THENCE SOUTH 1 DEGREE 02 MINUTES 52 SECONDS EAST, 339.69 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF A CERTAIN PRIVATE ROAD OWNED BY GEORGE G. BABBITT, JR., SAID RIGHT OF WAY LINE BEING A CURVE TO THE SOUTH WITH A RADIUS POINT BEARING SOUTH 1 DEGREE 02 MINUTES 52 SECONDS EAST, 40 FEET DISTANT THEREFROM; THENCE WESTERLY, SOUTHWESTERLY AND SOUTHERLY THROUGH A CENTRAL ANGLE OF 94 DEGREES 48 MINUTES 38 SECONDS, ALONG THE ARC OF SAID CURVE TO THE SOUTH, 66.19 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT OF HAVING A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AND A RADIUS OF 35.00 FEET; THENCE SOUTHERLY AND SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT 22.52 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 502.87 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, 88.59 FEET TO A POINT MARKING TERMINUS OF SAID CURVE; THENCE NORTH 12 DEGREES 37 MINUTES 16 SECONDS WEST, 497.01 FEET TO THE TRUE POINT OF BEGINNING;

TOGETHER WITH AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTERLINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9 OF ROAD MAPS, PAGE 16, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA AND SHOWN ON THE PLAT OF SAID PARADISE HILLS; THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTERLINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT; THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS, AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS, AND A RADIUS OF 447.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT; THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HERE DESCRIBED;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA AS RESERVED IN DOCKET 1220, PAGE 568.

6. 5055 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-036)

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 115, OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE SOUTH 89 DEGREES 57 MINUTES 15 SECONDS EAST ALONG THE SOUTH LINE OF LOT 114 OF SAID PARADISE HILLS, 213.65 FEET TO THE NORTHEAST CORNER OF THE PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1508, PAGE 57, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 1 DEGREES 02 MINUTES 52 SECONDS EAST, 339.69 FEET TO THE SOUTHEASTERLY CORNER OF SAID DESCRIBED PARCEL AND THE TRUE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN;

THENCE NORTH 1 DEGREES 02 MINUTES 52 SECONDS WEST, 339.69 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN SAID DOCKET 1508, PAGE 57;

THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 114, PARADISE HILLS AND THE EASTERLY PROLONGATION THEREOF, A DISTANCE OF 153.10 FEET TO THE NORTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT IN INSTRUMENT RECORDED IN DOCKET 1500, PAGES 183 THROUGH 186 INCLUSIVE, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 0 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS, 370.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN INSTRUMENT RECORDED IN DOCKET 1566, PAGE 155, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 86 DEGREES 19 MINUTES 02 SECONDS WEST, 107.66 FEET ALONG THE NORTH LINE OF THE LAST REFERENCED PROPERTY TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF SOUTH PRIVATE ROADWAY AS SHOWN ON SAID PLAT RECORDED IN DOCKET 1500, PAGES 183 THROUGH 186 INCLUSIVE;

THENCE ALONG SAID RIGHT OF WAY LINE ALONG A CURVE TO THE LEFT AND HAVING A RADIUS OF 40 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN PATENT TO SAID LAND RECORDED IN DOCKET 1220, PAGE 568.

PARCEL NO. 2:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE

4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, RECORDS OF MARICOPA COUNTY, ARIZONA AND AS SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF SAID MARICOPA COUNTY, RECORDED IN BOOK 57, OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST, ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 58 DEGREES 59 MINUTES 18 SECONDS WEST, 25.00 FEET;

THENCE SOUTH 31 DEGREES 00 MINUTES 42 SECONDS WEST, 45.00 FEET TO THE BEGINNING OF A TANGENT 35.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AN ARC LENGTH OF 22.52 FEET TO THE BEGINNING OF A TANGENT 40.00 FOOT RADIUS CURVE TO THE RIGHT;

THENCE CLOCKWISE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 253 DEGREES 44 MINUTES 24 SECONDS, AN ARC LENGTH OF 177.14 FEET TO THE BEGINNING OF A TANGENT 35.00 FOOT RADIUS CURVE TO THE LEFT;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS, AN ARC LENGTH OF 22.52 FEET;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45.00 FEET;

THENCE NORTH 58 DEGREES 59 MINUTES 18 SECONDS WEST, 25.00 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 3:

AN EASEMENT FOR INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES AS CREATED BY INSTRUMENT RECORDED IN DOCKET 1500, PAGE 183, RECORDS OF MARICOPA COUNTY, ARIZONA BEING 50 FEET WIDE, 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND SHOWN ON THE PLAT OF PARADISE HILLS, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 0 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 182.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS AND A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT THAT PART LYING WITHIN TATUM BOULEVARD AS SHOWN IN BOOK 9 OF ROAD MAPS, PAGE 16 AND IN BOOK 13 OF ROAD MAPS, PAGE 82.

PARCEL NO. 4:

AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE;

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS ACCORDING TO THE PLAT RECORDED IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN AS DESCRIBED;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED IN PATENT TO SAID LAND RECORDED IN DOCKET 1220, PAGE 568.

- 7. 5045 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-039)**

PARCEL NO. 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT RECORDED IN DOCKET 1500, PAGE 183 THROUGH 186, INCLUSIVE, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE SOUTH 0 DEGREES 13 MINUTES 55 SECONDS EAST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS, 370.00 FEET TO THE NORTHEAST CORNER OF THE PREMISES HEREIN DESCRIBED AND THE TRUE POINT OF BEGINNING;

THENCE SOUTH 86 DEGREES 19 MINUTES 02 SECONDS WEST, 107.66 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF THAT CERTAIN ROADWAY SHOWN AS SOUTH PRIVATE ROADWAY ON THE PLAT OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE, 49.96 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35 FEET, A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES, 12 SECONDS;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 22.52 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 79.78 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, 71.75 FEET;

THENCE SOUTH 57 DEGREES 54 MINUTES 16 SECONDS EAST, 256.90 FEET TO A POINT ON THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE NORTH 0 DEGREES 13 MINUTES 55 SECONDS WEST, 333.24 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL NO. 2:

AN EASEMENT OF INGRESS AND EGRESS AND UNDERGROUND PUBLIC UTILITIES BEING 50 FEET WIDE IN LINE 25 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE:

COMMENCING AT A POINT MARKING THE INTERSECTION OF THE SOUTH LINE OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND THE CENTER LINE OF THAT CERTAIN ROADWAY KNOWN AS TATUM BOULEVARD AS RECORDED IN BOOK 9, PAGE 16 OF ROAD MAPS, THEREOF, RECORDS OF MARICOPA COUNTY, ARIZONA, AND AS SHOWN ON THE PLAT OF PARADISE HILLS ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 57 OF MAPS, PAGE 11;

THENCE NORTH 00 DEGREES 14 MINUTES 15 SECONDS WEST ALONG THE CENTER LINE OF SAID TATUM BOULEVARD, 849.67 FEET TO THE TRUE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, 746.50 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS AND A RADIUS OF 196.49 FEET AND A TANGENT DISTANCE OF 75.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 143.29 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE LEFT;

THENCE NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, 185.20 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27 DEGREES 17 MINUTES 30 SECONDS A RADIUS OF 342.79 FEET AND A TANGENT DISTANCE OF 83.22 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, 163.28 FEET TO A POINT MARKING THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10 DEGREES 05 MINUTES 37 SECONDS AND A RADIUS OF 477.87 FEET AND A TANGENT DISTANCE OF 42.20 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT 84.18 FEET TO A POINT MARKING THE TERMINUS OF SAID CURVE TO THE RIGHT;

THENCE NORTH 31 DEGREES 00 MINUTES 42 SECONDS EAST, 45 FEET TO THE POINT MARKING THE CENTER OF A CIRCLE HAVING A RADIUS OF 40 FEET, SAID POINT ALSO BEING THE TERMINUS OF THE CENTRAL LINE HEREIN DESCRIBED;

EXCEPT ALL GAS, OIL, METALS, AND MINERAL RIGHTS RESERVED TO THE STATE OF ARIZONA, AS RESERVED IN DOCKET 1220 PAGE 568.

8. 5035 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-035)

BEGINNING AT THE SOUTHEAST CORNER OF MARSHMALLOW MOUNTAIN LANDS, A PLAT RECORDED IN DOCKET 1500, PAGES 183-186 INCLUSIVE; RECORDS MARICOPA COUNTY, ARIZONA, SAID MARSHMALLOW MOUNTAIN LANDS BEING SITUATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 0 DEGREES 13 MINUTES 55 SECONDS WEST ALONG THE EAST LINE OF SAID MARSHMALLOW MOUNTAIN LANDS 120.00 FEET;

THENCE NORTH 57 DEGREES 54 MINUTES 16 SECONDS WEST 256.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THAT CERTAIN ROAD SHOWN UPON THE PLAT OF SAID MARSHMALLOW MOUNTAIN LANDS AS "SOUTH PRIVATE ROADWAY";

THENCE SOUTHWESTERLY ALONG THE SAID EAST RIGHT OF WAY LINE OF SAID "SOUTH PRIVATE ROADWAY" ALONG A CURVE TO THE RIGHT 103.44 FEET TO A POINT MARKING

THE TERMINUS OF SAID CURVE;

THENCE SOUTH 48 DEGREES 12 MINUTES 35 SECONDS WEST 70.72 FEET;

THENCE SOUTH 41 DEGREES 47 MINUTES 25 SECONDS EAST 251.37 FEET TO A POINT ON THE SOUTH LINE OF SAID MARSHMALLOW MOUNTAIN LANDS;

THENCE NORTH 71 DEGREES 29 MINUTES 20 SECONDS EAST ALONG SAID LINE 179.08 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT ALL GAS, OIL, METALS AND MINERAL RIGHTS AS RESERVED TO THE STATE OF ARIZONA IN DOCKET 1220, PAGE 568, RECORDS OF MARICOPA COUNTY, ARIZONA.

9. 5001 E. Cottontail Run Road, Paradise Valley, Arizona (Maricopa County Assessor Parcel Number 169-08-053)

A LOT COMBINATION OF UNSUBDIVIDED PARCELS 169-08-037B & 169-08-044L, LOCATED WITHIN A PORTION OF THE SW 1/4 OF SECTION 5, T.2N, R.4E OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, RECORDED AT BOOK 1167, PAGE 30, RECORDS OF MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EXCEPTION PARCEL OF "PARADISE HILLS," A SUBDIVISION OF A PORTION OF THE WEST HALF OF SECTION 5 AND A PORTION OF THE NORTH HALF OF SECTION 8, TOWNSHIP 2 NORTH, RANGE 4 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS EAST, A DISTANCE OF 705.70 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID EXCEPTION PARCEL, ALSO BEING A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF PRIVATE ROADWAY, COTTONTAIL RUN, AS RECORDED WITHIN THE PLAT OF MARSHMALLOW MOUNTAIN LANDS REPLAT, RECORDED IN BOOK 430, PAGE 39, RECORDS OF MARICOPA COUNTY, AND BEING THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN, AND A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE NORTHWESTERLY, OF WHICH THE CHORD BEARS NORTH 69 DEGREES 06 MINUTES 05 SECONDS EAST;

THENCE CONTINUING ALONG THE ARC OF SAID SOUTHERLY RIGHT OF WAY CURVE, HAVING A RADIUS OF 221.49 FEET, THROUGH A CENTRAL ANGLE OF 41 DEGREES 47 MINUTES 00 SECONDS, A DISTANCE OF 161.52 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT OF WAY CURVE, NORTH 48 DEGREES 12 MINUTES 35 SECONDS EAST, A DISTANCE OF 115.52 FEET TO A POINT ON THE SAID SOUTHERLY RIGHT OF WAY LINE OF SAID OF PRIVATE ROADWAY, COTTONTAIL RUN;

THENCE LEAVING THE SAID SOUTHERLY RIGHT OF WAY LINE, SOUTH 41 DEGREES 49 MINUTES 55 SECONDS EAST, A DISTANCE OF 373.47 FEET;

THENCE SOUTH 25 DEGREES 34 MINUTES 40 SECONDS WEST, A DISTANCE OF 46.27 FEET;

THENCE NORTH 87 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 384.20 FEET;

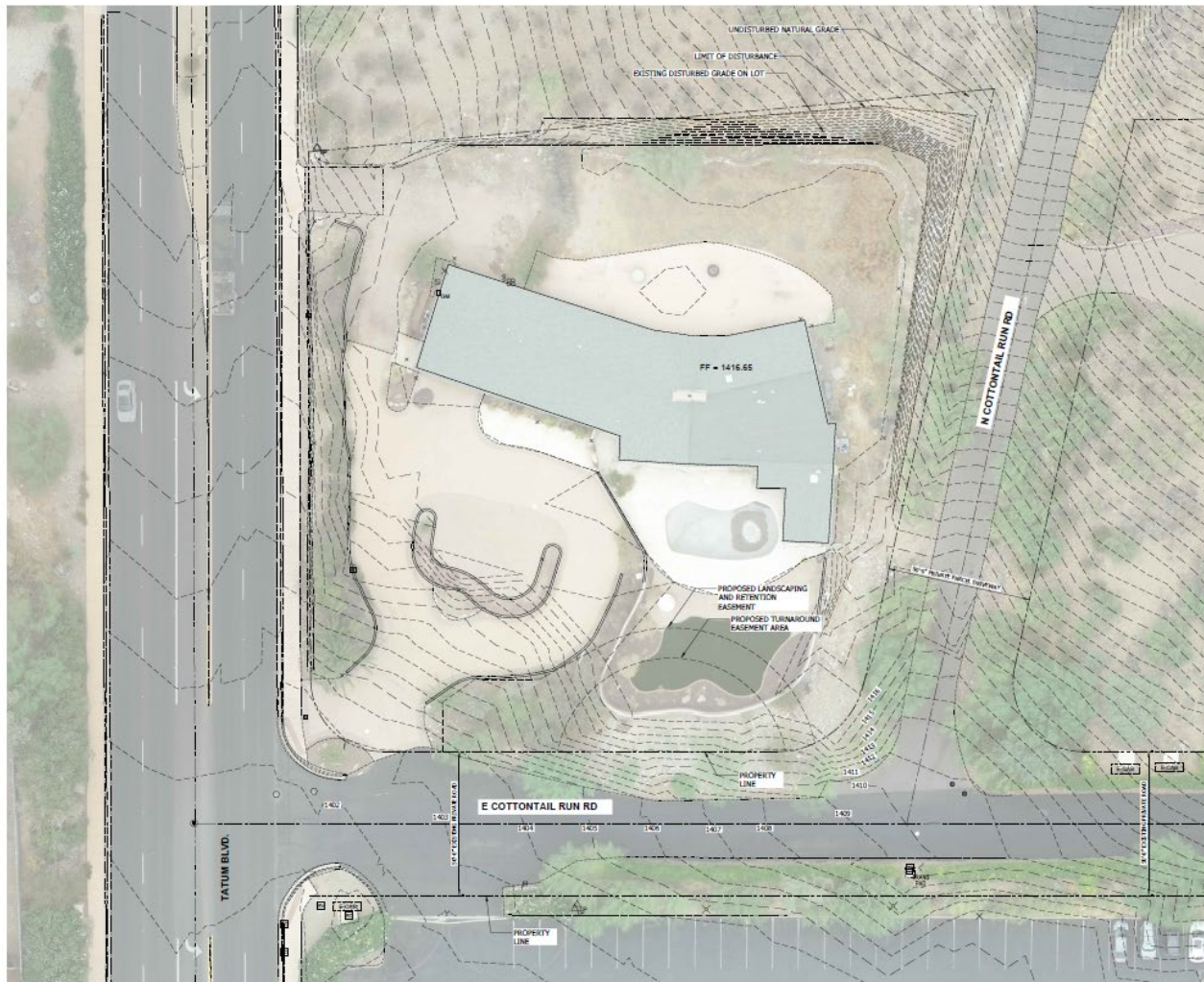
THENCE NORTH 00 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 6.00 FEET;

THENCE NORTH 00 DEGREES 04 MINUTES 31 SECONDS WEST, A DISTANCE OF 164.12 FEET
TO A POINT ON THE SOUTHERLY LINE OF SAID EXCEPTION PARCEL;

THENCE SOUTH 89 DEGREES 59 MINUTES 35 SECONDS, A DISTANCE OF 75.80 FEET TO THE
TRUE POINT OF BEGINNING.

EXHIBIT C
GATE DESIGN

[SEE ATTACHED]



7117 TATUM LOT DATA

EXISTING

LOT AREA:	46,159.15 SF	100.0%
DISTURBED AREA:	44,987.46 SF	97.5%
UNDISTURBED AREA:	1,179.69 SF	2.5%

PROPOSED

TURNAROUND

EASEMENT AREA:	1,993.36 SF
----------------	-------------

LANDSCAPE AND

RETENTION EASEMENT

AREA:	2,108.06 SF
-------	-------------

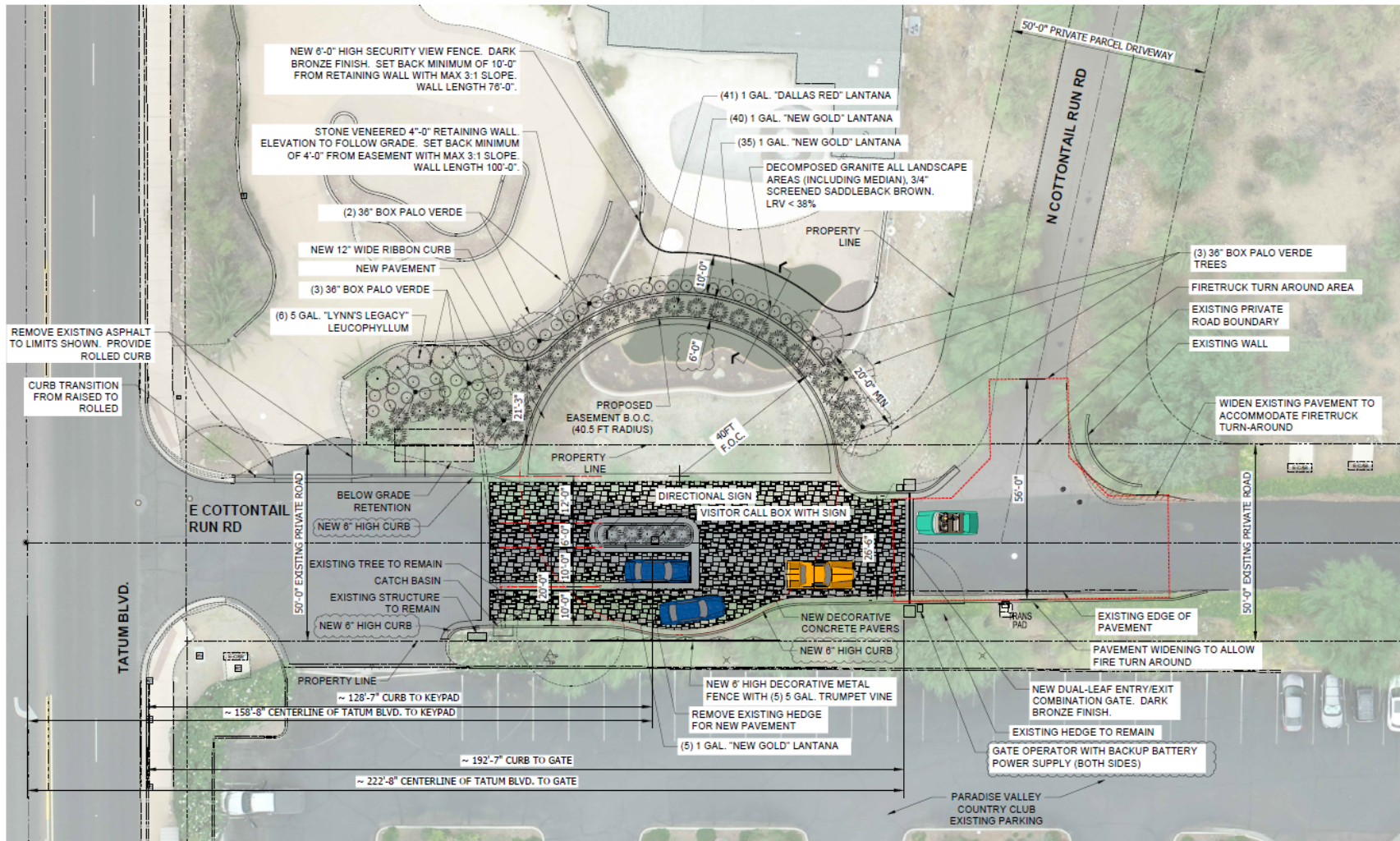


East Cottontail Run Road SUP Existing Conditions on Cottontail Run & 7117 Tatum Drive

N:\11021480\11CADD\02021 gate SUP\LB.ENTRY.dwg

NOVEMBER 16, 2021

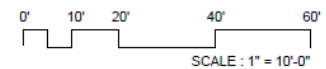




East Cottontail Run Road SUP Gated Entry Conceptual Site Plan

N:\1016214801\CA002021 gate SUP\B.ENTRY.dwg

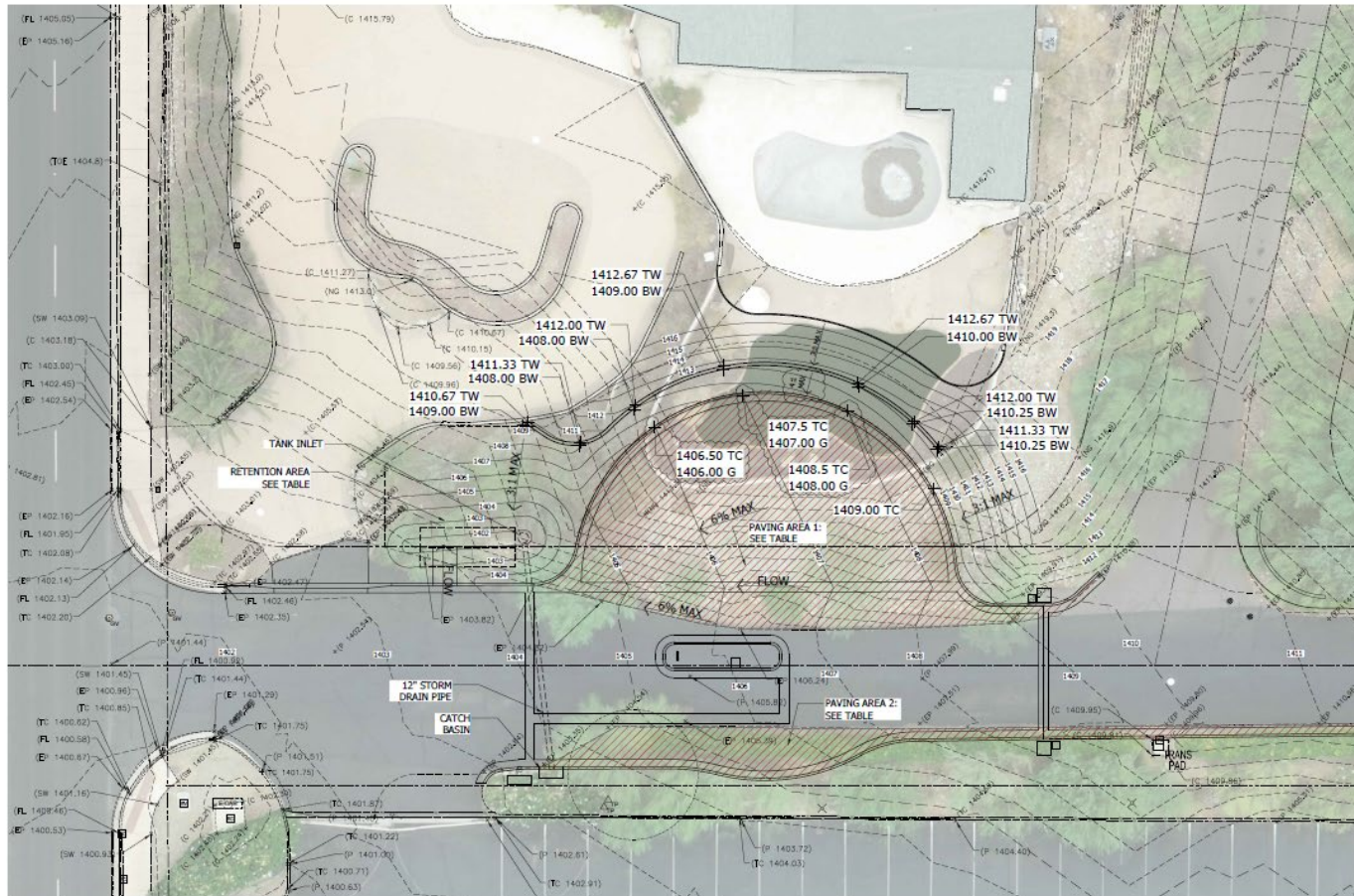
FEBRUARY 7, 2022





N:\01\0214601\CAD\02021 gate SUP^{LB}.ENTRY.dwg





NOTE:
GRADING DESIGN IS CONCEPTUAL ONLY, AND ELEVATIONS SHOWN ARE ONLY ESTIMATES

RETENTION CALCULATIONS

AREA 1
INCREASE PAVEMENT AREA: 3,387 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 621 CF

AREA 2
INCREASE PAVEMENT AREA: 580 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 107 CF

RETENTION PROVIDED
TOTAL REQUIRED: 728 CF
SURFACE: 181 CF
BELOW GRADE: 552 CF
TOTAL PROVIDED: 733 CF

BELOW GRADE RETENTION
(2) 22FT LONG 4FT DIA. PIPE OR EQUIVALENT
STORAGE USING STORMTECH SYSTEM (OR EQUAL)

ON LOT RETENTION REDUCTION

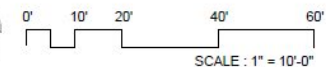
PAVEMENT AREA ON LOT: 1967 SF
RUN OFF COEFFICIENT: 0.95
RETENTION REQUIRED: 360 CF
(THIS QTY CONTAINED IN RETENTION PROVIDED AS
PART OF THESE IMPROVEMENTS.)



East Cottontail Run Road SUP Gated Entry Conceptual Grading Plan

N:\010214801\CADD\2021 gels SUP\B.ENTRY.dwg

FEBRUARY 7, 2022





VINE TRELLIS
(6' TALL MAX)



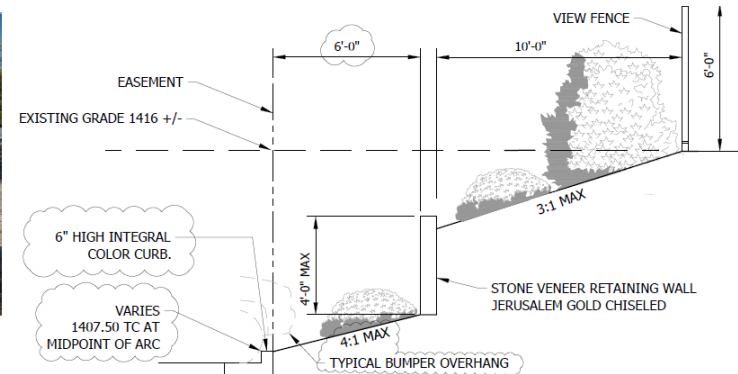
LIGHTS AT GATE
LIGHT SOURCE
HIDDEN IN TOP



STONE VENEER ON COLUMNS AND CALL BOX PEDESTAL
SOLSTICE STONE (LIMESTONE), MESQUITE BRUSHED (LEFT)
AND JERUSALEM GOLD LINE CHISELED (CENTER). PAVERS:
BELGARD MEGA-BERGERAC (RIGHT), TOSCANA COLOR BLEND.
LRV VALUES LESS THAN 38%

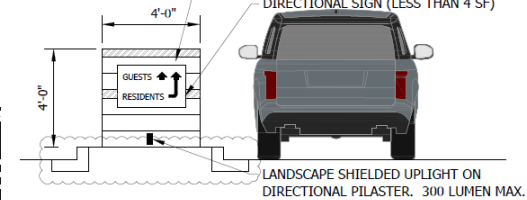
PROPOSED MATERIALS

FINAL MATERIALS, COLORS, AND SELECTION MAY VARY FROM IMAGES
SHOWN BUT WILL BE OF SIMILAR QUALITY AND CHARACTER



RETAINING WALL SECTION

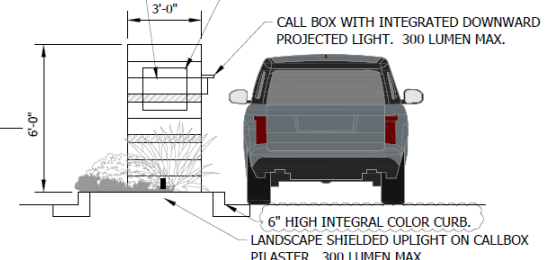
TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB. DIRECTIONAL SIGN (LESS THAN 4 SF)



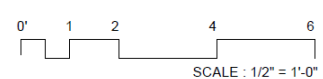
DIRECTIONAL SIGN ELEVATION

CALLBOX SIGN
MAX 24" SQ

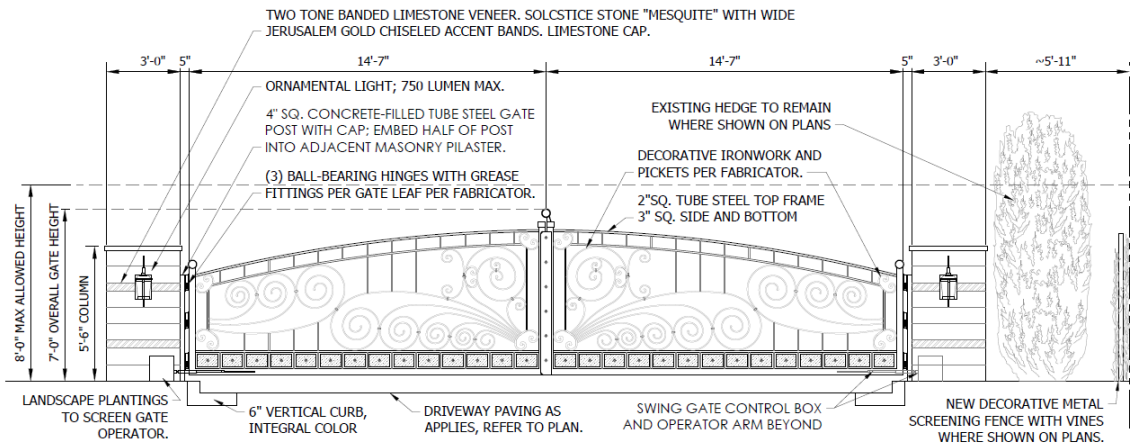
TWO TONE BANDED LIMESTONE VENEER. SOLSTICE STONE "BARCELONA BEIGE" WITH WIDE COMBED FINISH. ACCENT BANDS WITH WIDE SPLIT COMB.



CALL BOX ELEVATION LOOKING EAST



MAY 9, 2022



GATE ELEVATION LOOKING EAST

GATE COLOR: DARK BRONZE, LRV < 38%
GATE OPERATOR TO INCLUDE BATTERY BACKUP POWER



East Cottontail Run Road SUP
Gated Entry Conceptual Elevations

N:\010214001\CADD\2021 gate SUP\LB DETAILS.dwg

TOWN OF PARADISE VALLEY

5000 E Cottontail Run Rd

7117 N Tatum Blvd

Private Roadway Special Use Permit

Public Hearing

Town Council
June 9, 2022



TODAY'S GOAL

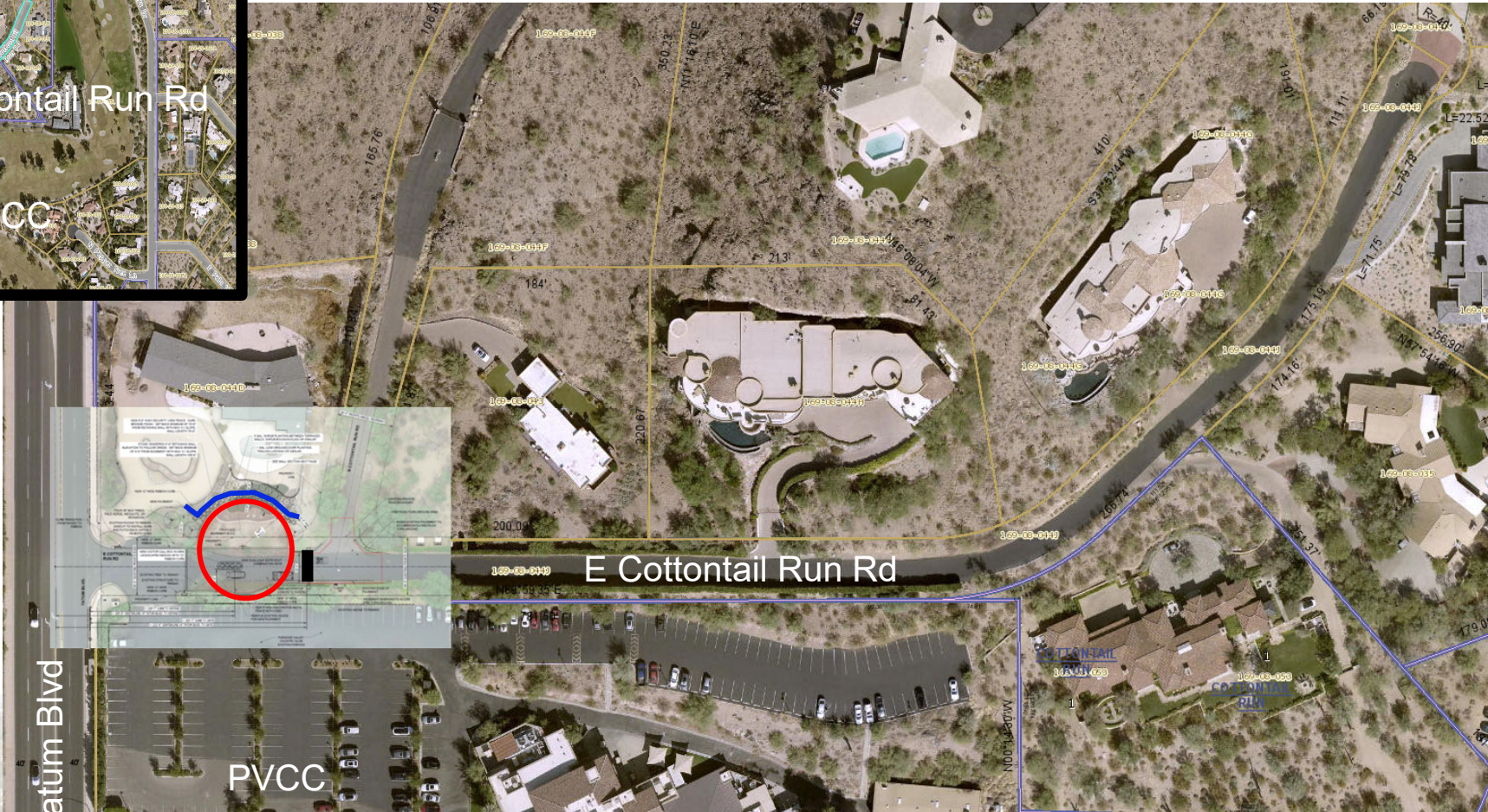
2

Discussion and action on a new Special Use Permit (SUP-21-02) for a private roadway gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)



06/09/2022

VICINITY MAP



PROPERTIES WITHIN GATED AREA

4



Behind gate

9 existing homes
10 parcels

★ No legal access to
Cottontail

★ Access to
Cottontail, not
behind gate

06/09/2022



COMMISSION RECOMMENDATION

5

Action

- April 19, 2022
- Unanimous recommendation to approve
- Ordinance 2022-22, 7 stipulations
- 8th stipulation final gate design prior to Council approval

* Prior to/on ordinance effective date

Stipulation Summary

1. Legal descriptions of the property
2. Substantial compliance with submitted plans
- * 3. Grant of Access Easement Over Private Roadway and Private Roadway Maintenance Agreement (Town + Applicant)
- * 4. Declaration of Easements granting ingress/egress over the turnaround easement * (Applicant + Owners – part of private agreement)
5. Improvements meet all Federal, State, and Town requirements (e.g. permits, grading, Storm Drainage Facilities Agreement)
- * 6. Provide Waiver of Claims for Diminution of Value * (Town + Applicant)
- * 7. Record private agreement on long-term administration, operations, financial assurance, and other related matters (Applicant + Owners) – includes added text discussed on May 12th

06/09/2022



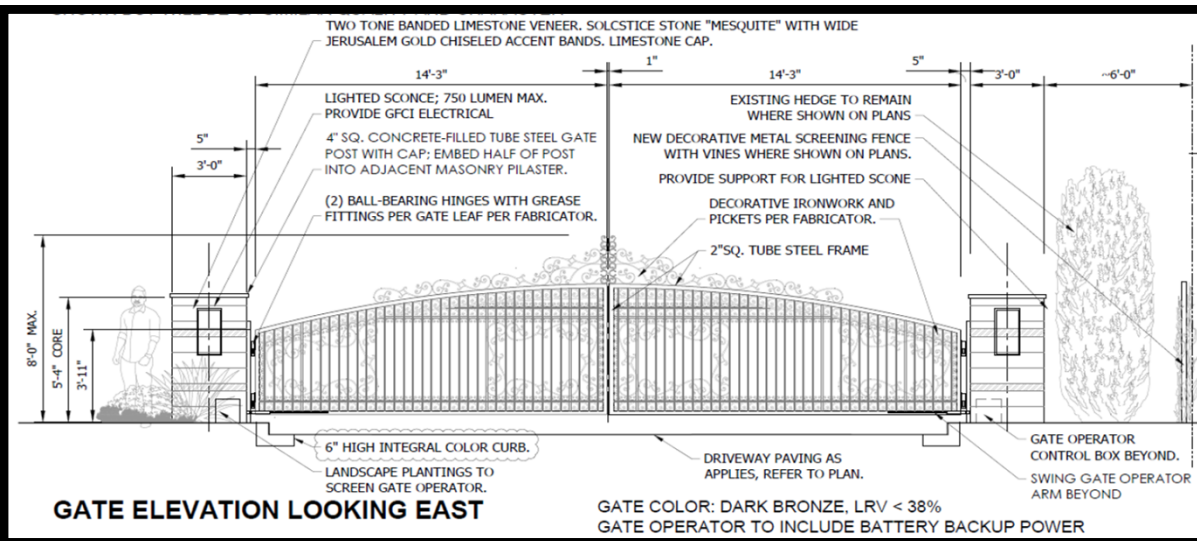
UPDATES SINCE COUNCIL DISCUSSION

- Amended Stipulation 7 adding fully executed agreement from all owners text (signed/completed, Attachment L)
- Provided updated gate elevation per Commission recommendation
- Provided signed documents (Waiver of Claims, Access Easement- Attachment J)

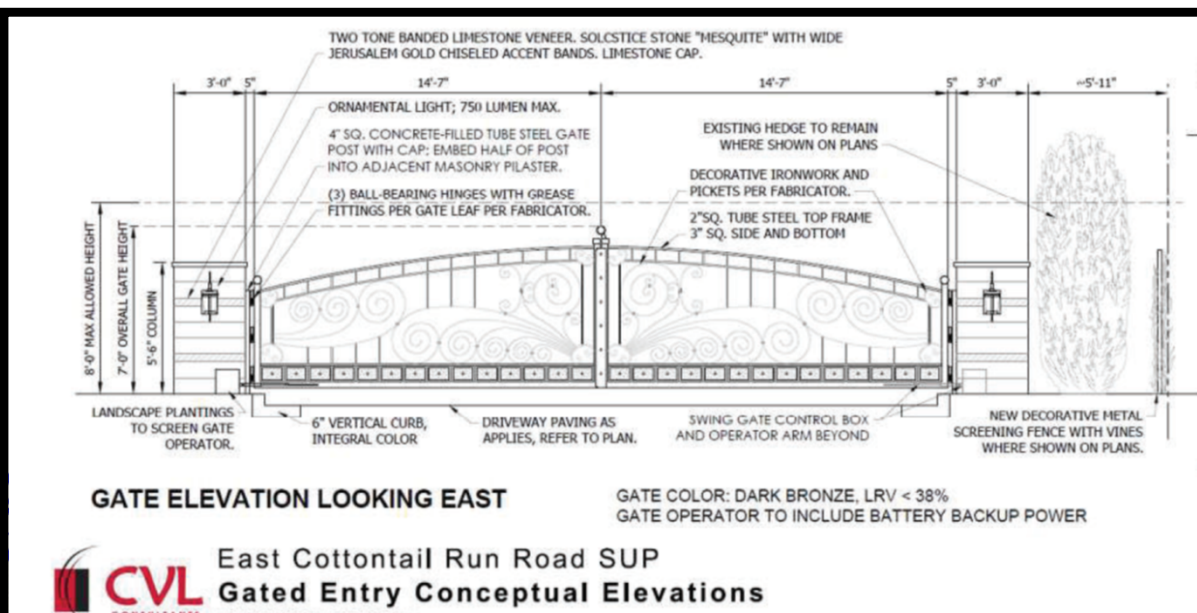
7. The ~~owner(s)~~owners of the Property shall ~~submit for~~provide the Town ~~records duly recorded document(s) of the private~~a fully-executed agreement ~~between~~among all of the ~~owner(s)~~owners of the Property and the Cottontail Properties ~~regarding items such as a fully executed agreement from all owner(s) of the Cottontail Properties conveying~~confirming their approval of the proposed gate installation, ~~the documentation on~~ and documenting their agreement regarding long-term administration, operations, financial assurance, and other matters related ~~matter~~to the private roadway access gate and related improvements. Said private agreement shall be recorded with the Maricopa County Recorder's Office prior to ~~or on~~ the effective date of this ordinance.



REVISED GATE ELEVATION 7



Planning Commission Submittal



Final Revised

06/09/2022

RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO:

Katten Muchin Rosenman LLP
525 W. Monroe Street
Chicago, Illinois 60661
Attn: Brian Spangler, Esq.

SPACE ABOVE FOR RECORDER'S USE ONLY

Cottontail Run Private Road and Gate Maintenance Agreement

This Private Road and Gate Maintenance Agreement ("Agreement") is entered into this 18th day of May, 2022, by and among the undersigned parcel owners ("Participating Owners").

RECITALS:

A. East Cottontail Run Road (the "**East Cottontail Run Roadway**") is a private road situated within the Town of Paradise Valley, Arizona, as more particularly described and shown on Exhibit A-1, attached hereto ("**East Cottontail Run Road Property**").

B. The undersigned Participating Owners (which include owners of the properties whose access is granted by North Cottontail Run Road) are users of the Roadway Property (including, without limitation, the entrance from North Tatum Boulevard to North Cottontail Run Road via East Cottontail Run Road).

C. Cottontail Run Road, LLC, an Arizona limited liability company ("**Roadway Property Owner**") is the owner of the East Cottontail Run Road Property.

D. CLT 7117, LLC, an Arizona limited liability company (the "**Turnaround Property Owner**") is the owner of the property known as 7117 North Tatum Boulevard, Paradise Valley, AZ 85253 (APN 169-08-044D) and desires to grant certain easements over and across the portion thereof as more particularly described and shown on Exhibit A-2 ("**Turnaround Property**"; the Turnaround Property and the East Cottontail Run Road Property are referred to herein together as the "**Roadway Property**").

E. Cotton Trail Run 4928, LLC, an Arizona limited liability company (the "**Sponsor**") is both a Participating Owner, and is the owner of the property known as 5000 East Cottontail Run Road, Paradise Valley, Arizona 85253 (APN 169-08-044H, more fully described in Exhibit B attached hereto as the "**Sponsor's Property**"). Sponsor desires to construct and operate, at Sponsor's sole cost and expense, a private roadway Gate (the "**Gate**") at the entrance to East Cottontail Run Road, just east of Tatum Boulevard, for the use, enjoyment and security of the Participating Owners.

PRIVATE 8 AGREEMENT

- Cover long-term maintenance, administration, operations, and financial insurance
- Covers Stipulation 4 on granting ingress/egress over turnaround
- Applicant rerouted for signatures and expects to have signed agreement before hearing

06/09/2022

BULK, DENSITY & DESIGN GUIDELINES

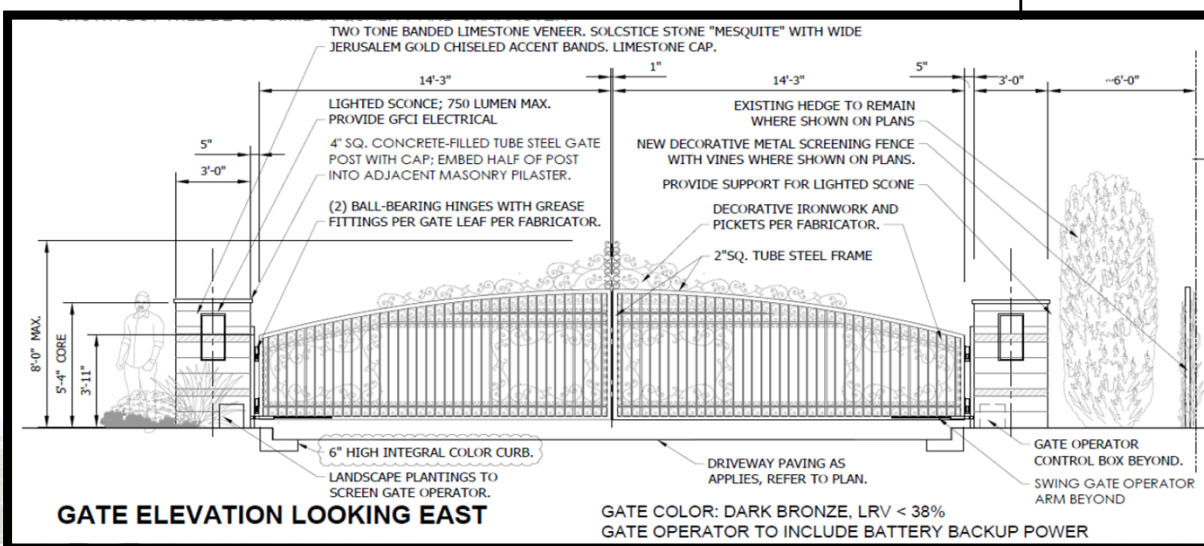
9

Guidelines

- Architecturally/aesthetically compatible
- Turnaround 45' radius (right-of-way)*
- Turnaround 40' radius (paved area)
- Gate setback 150' to street centerline*
- Gate height 8' maximum
- Pedestrian access

Request

- Stone/iron compatible, LRV < 38%
- **40' via an easement**, 46' to wall
- 40'
- 222'8" (192'7" to Tatum curb and call box 128'7")
- 8'
- Area north of gate open/not fenced



6/09/2022

10



6/09/2022



SIGN GUIDELINES

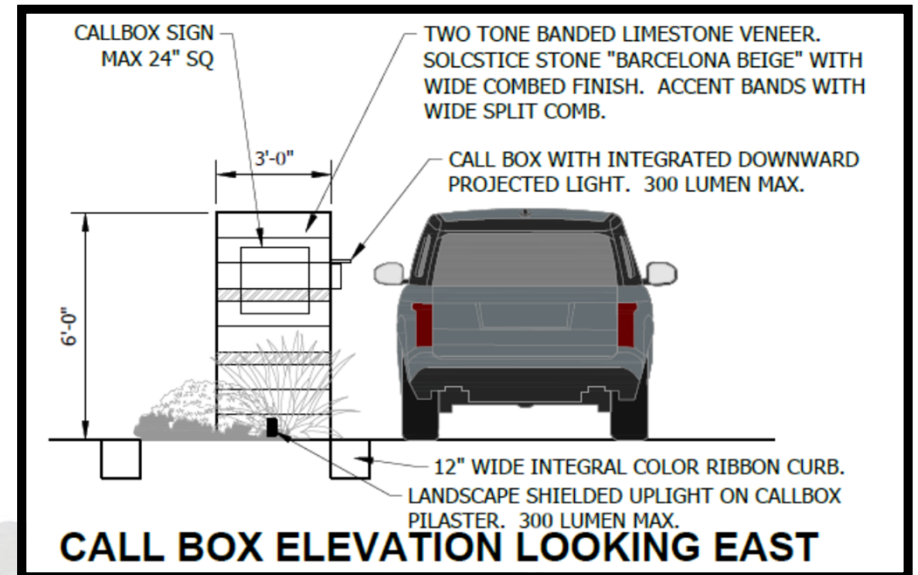
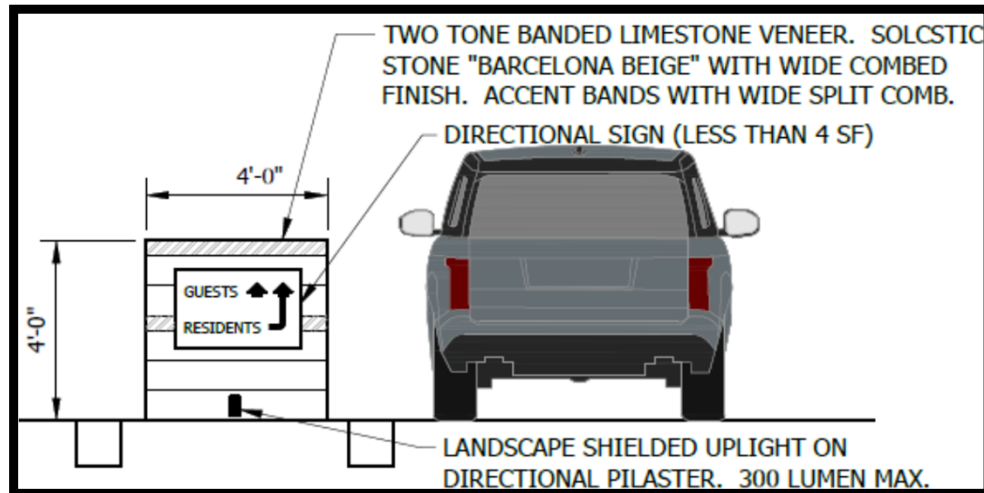
11

Guidelines

- Ground signs 2 square feet, 4' tall

Request

- Directional (4 sf, 3'6" tall),
Call box (1 sf, 5' tall)
- Variations aid in visibility for driver



6/09/2022

LIGHTING GUIDELINES

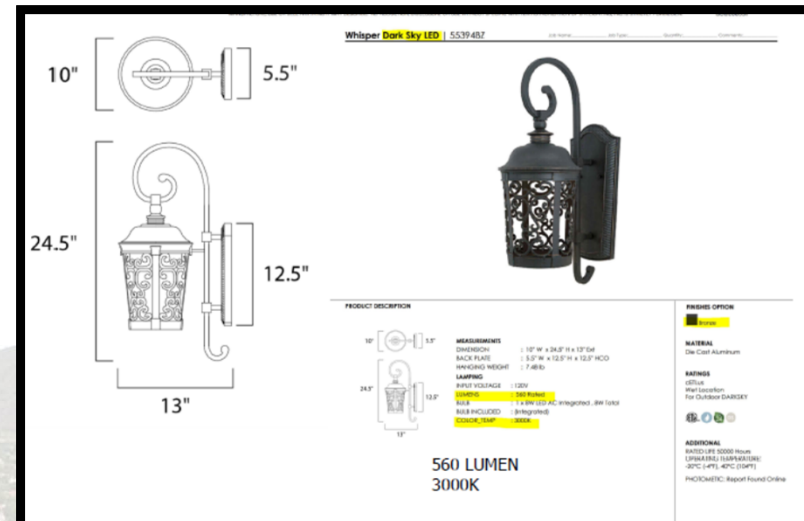
12

Guidelines

- Lighting element shielded/hooded
- Up lights 300 lumens
- Lighting within residential 0.5 fc at property line, 3' tall

Request

- 2 types of fixtures, 18 total – comply
- Max 300 lumens
- 14 of the 18 fixtures are in easement – ground mounted – low lumen under 0.5 fc



6/09/2022

RETAINING WALL CODE

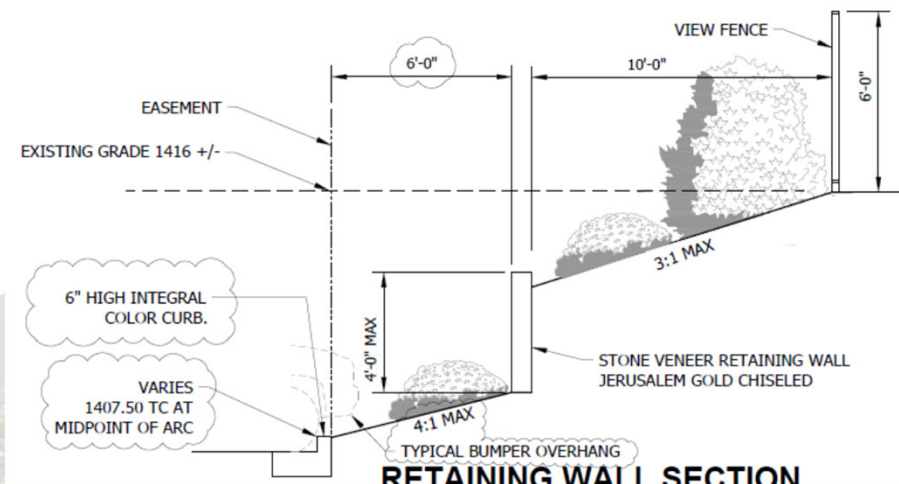
13

Code

- Only for retaining fill material
- 6' tall maximum, finished materials
- 20' setback minimum (no setback if needed to prevent erosion)
- View fence allowable on top provided 5' separation, combined height 8' tall (unless pool barrier)

Request

- Only for fill
- 4' tall, stone veneer limestone < 38% LRV
- Minimum 20' setback, also needed for erosion control
- 6' tall pool barrier view fence, 10' separation



STATEMENT OF DIRECTION SUMMARY

14

SOD

General Plan discourages private roadway gates and if allowed roadway must be private

General Plan emphasizes quality of life such as preserving a sense of privacy that gates may enhance for a particular neighborhood based on their locational characteristics

Request

Traffic study supports emergency vehicle, queuing, and safety provisions

Unique road characteristics exist

- Private road existing before incorporation
- No direct access to other public streets
- Adjoins country club, drivers may think accesses the club property
- Adjoins a major arterial

Gate will enhance quality of life by providing

- physical barrier to mitigate potential burglaries
- sense of security to the homeowners
- reduction of opportunities for incidents/accidents which reduces liability
- less traffic reducing maintenance costs

6/09/2022



STATEMENT OF DIRECTION SUMMARY

15

SOD

Request considered because Cottontail Run Rd is private, not a public roadway

Safe conditions related to vehicle stacking (particularly preventing impact onto Tatum Boulevard)

Amble turnaround area for emergency access and other vehicles.

Request

Gate on private roadway approved by county prior to incorporation in 1982

Traffic study finds geometrics, emergency vehicle accommodation, and queuing meets required safety provisions

2 turnaround areas provided
Fire Marshal & Town Engineer support



6/09/2022

TURNAROUND

- Turnaround before and after gate
- Fire Marshal/Town Engineer support

Meets safety/access

- Emergency
- Daily/landscape vehicles

16

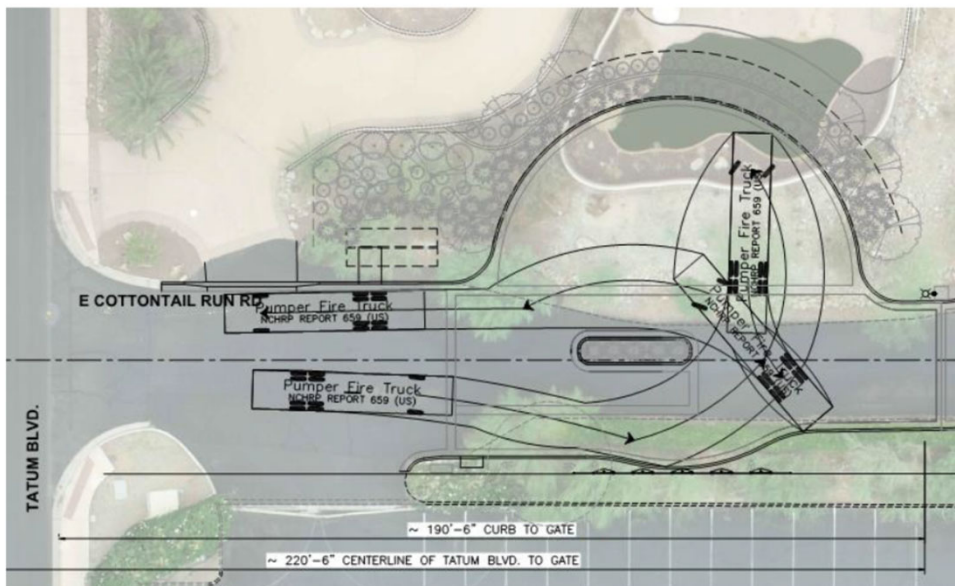


Figure 4 – Emergency Vehicle Turnaround – Template 1

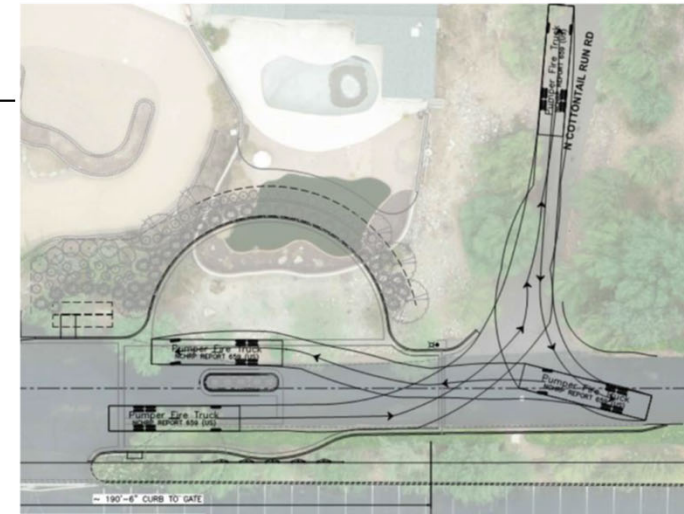


Figure 5 – Emergency Vehicle Turnaround – Template 2

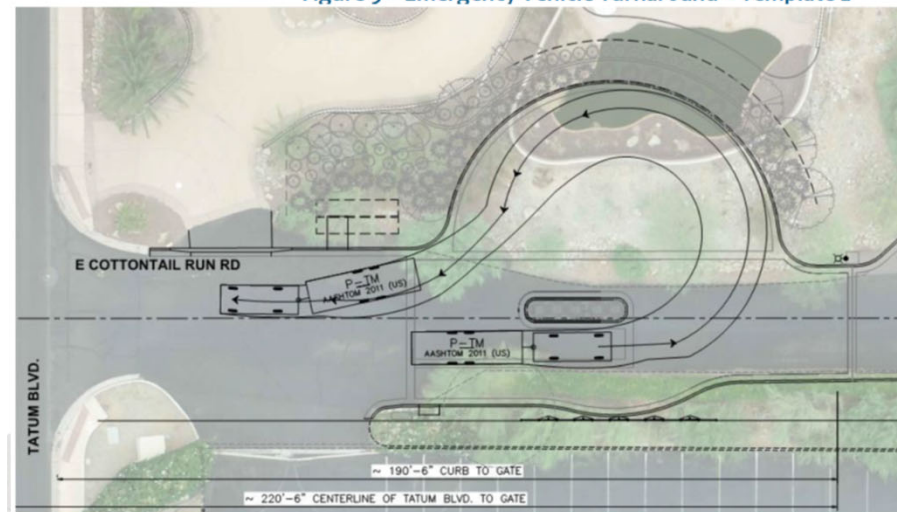


Figure 6 – Truck with Trailer Turnaround

6/09/2022

TRIP GENERATION & VEHICLE QUEUING

17

- Main travel lane stacking capacity
 - 5 passenger vehicles
 - 2 vehicles with trailers
- 2nd access lane for drivers not needing call box
- Support from Town Engineer & Police Chief
- 148 total daily trips
- Modeled 12 vs 9 existing homes
- 3 peak morning trips
- 8 peak evening trips
- Typical queue of 1 vehicle

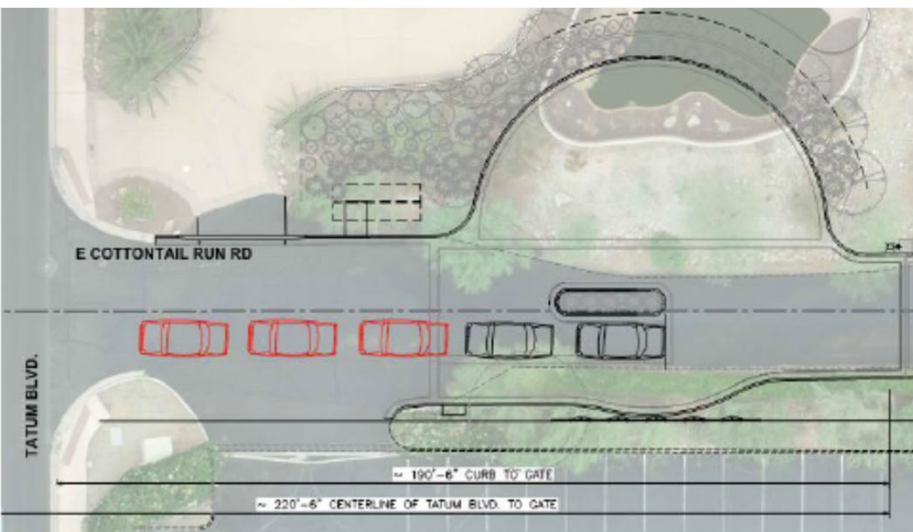


Figure 7 - Passenger Vehicle Queuing

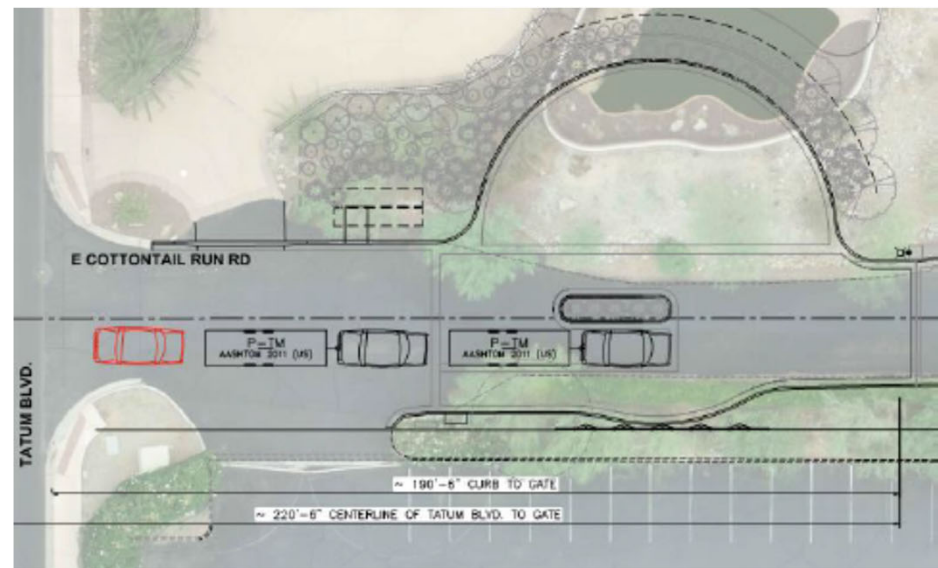


Figure 8 - Vehicle Queuing

6/09/2022

STATEMENT OF DIRECTION SUMMARY

18

SOD

Height, location, and design be compatible with the surrounding area unless compelling reasons to deviate from the guidelines

Landscaping that is drought tolerant, provides seasonal color, and will not negatively impact views from neighboring properties

Lighting that is the minimum needed for safety and security.

Request

Height, location, design of gate meets guidelines

Proposed landscaping is drought tolerant, palo verde allows for filtered views, color variety, and stone consistent with area

Total of 20 fixtures

- 18 ground-mounted up lights
- 2 wall-mounted ornamental fixtures
- Meet lumen and kelvin provisions

6/09/2022

RECOMMENDED MOTION

19

Motion A. Motion to continue Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J) to September 8, 2022.

Or

Motion B. Motion to approve Ordinance 2022-02, a new Special Use Permit application for a private roadway gate located on 5000 East Cottontail Run Road and 7117 N Tatum Boulevard (Maricopa County Tax Parcels 169-08-044D and 169-08-044J), subject to the seven stipulations in this ordinance (refer to Attachment K.)



06/09/2022

TODAY'S GOAL

20

Discussion and action on a new Special Use Permit (SUP-21-02) for a private roadway gate on East Cottontail Run Road (5000 E Cottontail Run Rd & 7117 N Tatum Blvd)



06/09/2022



Action Report

File #: 22-236

AGENDA TITLE:

Public Hearing on Resolution 2022-19: Final Budget for Fiscal Year 2022

RECOMMENDATION:

Hold a Public Hearing on Resolution 2022-19 setting forth the Fiscal Year 2023 Final Budget.

STAFF CONTACT:



Action Report

File #: 22-229

AGENDA TITLE:

Discussion and Possible Action to Adopt Resolution 2022-19 Approving the Final Budget for Fiscal Year 2022

RECOMMENDATION:

Adopt Resolution 2022-19 setting forth the Fiscal Year 2023 Final Budget and authorize staff to proceed with the required postings.

STAFF CONTACT:

TOWN *of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Lindsey Duncan, Chief Financial Officer

DATE: June 9, 2022

DEPARTMENT: Finance and Budget
Lindsey Duncan, 480.348.3696

AGENDA TITLE:

Consideration and action regarding the Town of Paradise Valley's Final Budget for fiscal year 2023 (FY2023) which begins on July 1, 2022.

SUMMARY STATEMENT:

Town Council will consider a request to adopt Resolution 2022-19 setting forth the FY2023 Final Budget of \$51,836,276.

BACKGROUND:

The Final Budget is a result of Management and Town Council's collective efforts to identify, communicate, and fund priorities for the operating and capital budgets during the upcoming fiscal year. Discussions informing the development of the Final Budget for FY2023 were held with Council on April 28, 2022, May 5, 2022, and May 26, 2022.

Adoption of this resolution establishes the budget for FY2023. The total budget may be reduced after final adoption but may not be increased. After the Final Budget adoption, amendments may be made between line items without increasing the total budget. Thus, contingency appropriations are budgeted to support operational and capital needs unforeseen at the time of adoption using either available or new resources.

State laws establish a calendar for the budget adoption and public notice requirements. Accordingly, the Tentative Budget was adopted prior to the third Monday in July. A summary of the Tentative Budget and a notice of public hearing on the budget were published once per week for two consecutive weeks. As part of the final adoption the Town will hold a Public Hearing on the budget. Afterwards Council will convene a special meeting to adopt the Final Budget. The Tentative Budget has been posted on the Town's website and the Final Budget will be posted on the website within seven days of adoption. The budget is published using the state forms created by the Auditor General to comply with the detail requirements of statutes. The final annual budget document will be published this summer. The following table lists the dates scheduled for each action:

May 26, 2022 – Tentative Budget Adopted
May 31, 2022 – Tentative Budget Posted
June 3, 2022 – 1st publication of Tentative Budget and Notice of Public Hearing
June 8, 2022 – 2nd publication of Tentative Budget and Notice of Public Hearing
June 9, 2022 – Public Hearing and Adoption of Final Budget in a Special Meeting
June 15, 2022 – Posting of Final Budget

The Tentative Budget was properly adopted and published, and the notice of public hearing was properly published according to the schedule above.

BUDGETARY IMPACT:

This action establishes the budget for FY2023. Revisions can be made to realign or decrease, but not to increase, the total expenditure amount during the fiscal year.

RECOMMENDATION:

Adopt Resolution 2022-19 setting forth the FY2023 Final Budget and authorize staff to proceed with the required postings.

ATTACHMENT(S):

- A. Staff report
- B. Presentation
- C. Resolution 2022-19




Town of Paradise Valley FY2023 Budget Development

Final Budget

June 9, 2022



Budget Calendar



Date	Activity	Subject
April 28	Study Session	Overview and Revenue Forecast
May 5	Study Session	Recommended Budget Department Operating Budgets Capital Improvement Projects
May 26	Meeting: Action Item	Tentative Budget Adoption
June 9	Special Meeting: Action Item	Public Hearing Final Budget Adoption



FY2023 Budget

Other Financing Uses	\$2,360,100
Expenditures	\$49,476,176
Total Budget	\$51,836,276



Publications

Arizona Auditor General State Forms

- ✓ Local newspaper
- ✓ Town offices
- ✓ Town website

Annual Budget Document

- ☐ To be published this summer

Actions

- Conduct a public hearing on budget
- Convene in a special meeting and adopt budget





Questions?

RESOLUTION NUMBER 2022-19

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, ADOPTING A FINAL BUDGET FOR THE FISCAL YEAR 2022/2023; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING THAT THIS RESOLUTION SHALL BE EFFECTIVE FROM AND AFTER ITS PASSAGE AND APPROVAL ACCORDING TO THE LAW.

WHEREAS, pursuant to the provisions of the laws of the State of Arizona, the Mayor and Council of the Town of Paradise Valley (the “Town Council”) is required to adopt an annual budget for the Town of Paradise Valley (the “Town”); and

WHEREAS, in accordance with Arizona Revised Statutes (“A.R.S.”) § 42-17102, the Town Manager prepared and filed with the Town Council the Town Manager’s budget estimates for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

WHEREAS, on May 26, 2022, the Town Council approved Resolution 2022-13, adopting the statement of estimates and expenses for the fiscal year beginning July 1, 2022, and ending June 30, 2023; and

WHEREAS, Resolution 2022-113 also directed the Town Clerk to (i) make available the tentative budget for inspection, not later than seven days after the date of Resolution 2022-13, at the Paradise Valley Town Hall and on the official Town Website; and (ii) publish in the official Town newspaper once per week for two consecutive weeks (a) the official tentative budget and (b) a notice of the public hearing of the Town Council to hear taxpayers at designated times and places; and

WHEREAS, due notice has been given by the Town Clerk as required by law that the Town Council would meet on June 9, 2022, at the Town Council Chambers for the purposes of (i) hearing taxpayers on the proposed estimates and expenses as set forth in said statement of estimates and expenses and (ii) adopting the tentative budget as final; and

WHEREAS, on June 9, 2022, the Town Council held a public hearing on the final budget as required by law; and

WHEREAS, the revenues and expenses in the proposed final budget for Fiscal Year 2022/2023 do not exceed the estimates and expenses shown on the published tentative budget.

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

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

Section 2. The estimates of revenues and expenditures shown in the schedules attached

hereto as Exhibit A and incorporated herein by reference are hereby adopted as the final budget of the Town of Paradise Valley for Fiscal Year 2022/2023.

Section 3. This Resolution shall be effective from and after its passage and approval according to law.

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

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION NO. 2022-19

[Statement of Estimates and Expenses]

See following pages

Town of Paradise Valley
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2023

Fiscal year		S c h	Funds								
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total all funds	
2022	Adopted/adjusted budgeted expenditures/expenses*	E	1	30,777,457	9,154,457	2,877,064	7,830,610	0	6,499,952	0	57,139,540
2022	Actual expenditures/expenses**	E	2	21,282,624	6,890,980	2,869,008	329,436	0	6,249,342	0	37,621,390
2023	Beginning fund balance/(deficit) or net position/(deficit) at July 1***		3	67,779,900	1,644,800	16,400	11,513,900	0	2,640,400	0	83,595,400
2023	Primary property tax levy	B	4	0							0
2023	Secondary property tax levy	B	5								0
2023	Estimated revenues other than property taxes	C	6	43,409,500	1,552,000	0	663,000	0	6,054,200	0	51,678,700
2023	Other financing sources	D	7	0	0	0	0	0	0	0	0
2023	Other financing (uses)	D	8	0	0	0	0	0	0	0	0
2023	Interfund transfers in	D	9	0	3,433,800	2,885,600	2,360,100	0	0	0	8,679,500
2023	Interfund Transfers (out)	D	10	6,319,300	0	0	2,360,200	0	0	0	8,679,500
2023	Line 11: Reduction for fund balance reserved for future budget year expenditures		11								
	Maintained for future debt retirement			4,117,300						4,117,300	
	Maintained for future Facilities, Fleet, Equipment and Streets			4,760,900		6,208,400			10,969,300		
	Maintained for future financial stability			24,941,600			1,651,300		26,592,900		
									0		
										0	
2023	Total financial resources available		12	71,050,300	6,630,600	2,902,000	5,968,400	0	7,043,300	0	93,594,600
2023	Budgeted expenditures/expenses	E	13	30,976,476	5,202,500	2,885,500	5,968,500	0	6,803,300	0	51,836,276

Expenditure limitation comparison

- 1 Budgeted expenditures/expenses
- 2 Add/subtract: estimated net reconciling items
- 3 Budgeted expenditures/expenses adjusted for reconciling items
- 4 Less: estimated exclusions
- 5 Amount subject to the expenditure limitation
- 6 EEC expenditure limitation

	2022	2023
1	\$ 57,139,540	\$ 51,836,276
2	(10,220)	
3	57,129,320	51,836,276
4	12,949,732	10,835,314
5	\$ 44,179,588	\$ 41,000,962
6	\$ 44,179,588	\$ 41,000,962

☒ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

Town of Paradise Valley
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
General Fund			
Local taxes			
Transaction Privilege Tax	\$ 16,511,800	\$ 22,643,200	\$ 23,357,000
Occupancy Tax	3,000,000	6,419,400	6,804,600
Franchise Fees	1,211,000	1,415,900	1,243,300
Licenses and permits			
Permit and Planning Fees	2,790,600	2,989,700	3,079,400
Other Licenses and Permits	7,000	6,400	6,800
Intergovernmental			
Federal	75,000	11,700	60,000
State	3,628,370	3,598,200	4,351,500
County	678,000	649,800	599,300
Miscellaneous			
Fines and Forfeitures	2,167,000	2,289,500	2,320,400
Post Office Charges for Services	300,000	377,100	388,300
In Lieu Payments	393,000	487,700	448,000
Investment Earnings	323,300	175,300	350,000
Rents and Leases	81,640	113,600	113,600
Other	65,650	278,900	287,300
Revenue Contingency	6,602,610		
Total General Fund	\$ 37,834,970	\$ 41,456,400	\$ 43,409,500
Special revenue funds			
Highway Users Revenue Fund (HURF)			
Intergovernmental	\$ 1,100,000	\$ 1,086,700	\$ 1,004,100
Total HURF	\$ 1,100,000	\$ 1,086,700	\$ 1,004,100
Court			
Court Enhancement	\$ 238,571	\$ 335,600	\$ 345,700
Municipal Fill the Gap	6,000	9,700	10,000
Judicial Court Enhancement	5,000	7,300	7,500
Investment Earnings	150	1,800	1,800
Total Court	\$ 249,721	\$ 354,400	\$ 365,000
Grants			
Federal	\$ 3,500,000	\$ 2,444,300	\$
State	67,700	36,700	95,000
County			
Other	1,120,300		68,400
Total Grants	\$ 4,688,000	\$ 2,481,000	\$ 163,400
Donations			
Police and Other Donations	\$ 64,600	\$ 26,400	\$ 15,000
Total Donations	\$ 64,600	\$ 26,400	\$ 15,000
Paradise Valley Mountain Preserve Trust			
Charges for Services	\$	\$ 4,300	\$ 4,000
Contributions and Donations		500	500
Total PV Mountain Preserve Trust	\$	\$ 4,800	\$ 4,500
Total special revenue funds	\$ 6,102,321	\$ 3,953,300	\$ 1,552,000

Town of Paradise Valley
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.			
Capital projects funds			
Capital Improvements			
State	\$	\$ 165,500	\$
County	75,000		663,000
Contributions and Donations	770,000	800,000	
Total Capital Improvements	\$ 845,000	\$ 965,500	\$ 663,000
Total capital projects funds	\$ 845,000	\$ 965,500	\$ 663,000
Enterprise funds			
Alarm			
Charges for Services	\$ 140,000	\$ 119,300	\$ 119,300
Investment Earnings		700	700
Other		100	100
Total Alarm	\$ 140,000	\$ 120,100	\$ 120,100
Fire Service			
Charges for Services	\$ 3,227,000	\$ 3,222,400	\$ 3,222,400
Investment Earnings	1,000	3,200	3,200
Other	5,000	8,000	5,000
Total Fire Service	\$ 3,233,000	\$ 3,233,600	\$ 3,230,600
Wastewater			
Charges for Services	\$ 2,580,000	\$ 2,714,100	\$ 2,703,100
Other		56,500	400
Total Wastewater	\$ 2,580,000	\$ 2,770,600	\$ 2,703,500
Wastewater Impact Fees			
Development Impact Fees	\$ 200,000	\$ 276,900	\$
Total Wastewater Impact Fees	\$ 200,000	\$ 276,900	\$
Total enterprise funds	\$ 6,153,000	\$ 6,401,200	\$ 6,054,200
Total all funds	\$ 50,935,291	\$ 52,776,400	\$ 51,678,700

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Town of Paradise Valley
Other financing sources/(uses) and interfund transfers
Fiscal year 2023

Fund	Other financing 2023		Interfund transfers 2023	
	Sources	(Uses)	In	(Out)
General Fund				
Highway Users Revenue (HURF)	\$	\$	\$	3,433,800
Series 2016				1,471,800
Series 2020				1,413,700
Total General Fund	\$	\$	\$	6,319,300
Special revenue funds				
Highway Users Revenue (HURF)	\$	\$	\$ 3,433,800	\$
Total special revenue funds	\$	\$	\$ 3,433,800	\$
Debt service funds				
Series 2016	\$	\$	\$ 1,471,800	\$
Series 2020			1,413,800	
Total debt service funds	\$	\$	\$ 2,885,600	\$
Capital projects funds				
Capital Improvements	\$	\$	\$ 2,360,100	\$
Series 2020 Proceeds				2,360,200
Total capital projects funds	\$	\$	\$ 2,360,100	\$ 2,360,200
Total all funds	\$	\$	\$ 8,679,500	\$ 8,679,500

**Town of Paradise Valley
Expenditures/expenses by fund
Fiscal year 2023**

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
General Fund				
Community Development	\$ 2,676,508	\$ 400,465	\$ 3,119,944	\$ 3,267,800
Finance	771,929	164,474	826,552	905,300
Information Technology	1,534,993	218,414	1,699,285	1,719,400
Municipal Court	785,515	23,489	865,185	890,500
Police	8,947,952	342,364	9,192,670	10,221,600
Public Works	957,929	6,826	879,618	973,100
Tourism	1,242,000	25,000	2,034,500	2,226,000
Town Attorney	673,845	248,735	815,730	995,200
Town Council	178,520	10,000	178,456	193,300
Town Manager	1,480,528	204,685	1,670,684	1,763,200
Contingency	12,526,617	(2,643,331)		7,821,076
Total General Fund	\$ 31,776,336	\$ (998,879)	\$ 21,282,624	\$ 30,976,476
Special revenue funds				
Courts	\$ 322,195	\$ 8,365	\$ 290,101	\$ 429,000
Donations	74,245		20,096	46,400
Grants	4,704,193		2,480,982	163,400
Highway Users Revenue	3,054,945	990,514	4,096,333	4,557,500
PV Mountain Preserve Trust			3,467	6,200
Total special revenue funds	\$ 8,155,578	\$ 998,879	\$ 6,890,980	\$ 5,202,500
Debt service funds				
Series 2016	\$ 1,480,883	\$	\$ 1,475,883	\$ 1,471,800
Series 2020	1,396,181		1,393,126	1,413,700
Total debt service funds	\$ 2,877,064	\$	\$ 2,869,008	\$ 2,885,500
Capital projects funds				
Capital Improvements	\$ 3,599,990	\$	\$ 329,436	\$ 5,318,500
Capital Contingency	4,230,620			650,000
Total capital projects funds	\$ 7,830,610	\$	\$ 329,436	\$ 5,968,500
Enterprise funds				
Alarm	\$ 149,212	\$	\$ 138,460	\$ 140,200
Alarm Contingency	40,000			4,200
Fire Services	3,386,527	37,911	3,620,415	3,796,000
Fire Services Contingency	90,000	(37,911)		113,900
Wastewater	2,786,213		2,490,467	2,668,900
Wastewater Contingency	48,000			80,100
Wastewater Impact Fee				
Total enterprise funds	\$ 6,499,952	\$	\$ 6,249,342	\$ 6,803,300
Total all funds	\$ 57,139,540	\$	\$ 37,621,390	\$ 51,836,276

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Paradise Valley
Expenditures/expenses by department
Fiscal year 2023

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2022	2022	2022	2023
Community Development				
General	\$ 2,676,508	\$ 400,465	\$ 3,119,944	\$ 3,267,800
Community Development total	\$ 2,676,508	\$ 400,465	\$ 3,119,944	\$ 3,267,800
Finance				
General	\$ 771,929	\$ 164,474	\$ 826,552	\$ 905,300
Finance total	\$ 771,929	\$ 164,474	\$ 826,552	\$ 905,300
Information Technology				
General	\$ 1,534,993	\$ 218,414	\$ 1,699,285	\$ 1,719,400
Information Technology total	\$ 1,534,993	\$ 218,414	\$ 1,699,285	\$ 1,719,400
Municipal Court				
General	\$ 785,515	\$ 23,489	\$ 865,185	\$ 890,500
Court	322,195	8,365	290,101	429,000
Municipal Court total	\$ 1,107,710	\$ 31,854	\$ 1,155,286	\$ 1,319,500
Police				
General	\$ 8,947,952	\$ 342,364	\$ 9,192,670	\$ 10,221,600
Department total	\$ 8,947,952	\$ 342,364	\$ 9,192,670	\$ 10,221,600
Public Works				
General	\$ 957,929	\$ 6,826	\$ 879,618	\$ 973,100
Highway Users Revenue	3,054,945	990,514	4,096,333	4,557,500
Department total	\$ 4,012,874	\$ 997,340	\$ 4,975,952	\$ 5,530,600
Tourism				
General	\$ 1,242,000	\$ 25,000	\$ 2,034,500	\$ 2,226,000
Department total	\$ 1,242,000	\$ 25,000	\$ 2,034,500	\$ 2,226,000
Town Attorney				
General	\$ 673,845	\$ 248,735	\$ 815,730	\$ 995,200
Department total	\$ 673,845	\$ 248,735	\$ 815,730	\$ 995,200
Town Council				
General	\$ 178,520	\$ 10,000	\$ 178,456	\$ 193,300
Department total	\$ 178,520	\$ 10,000	\$ 178,456	\$ 193,300
Town Manager				
General	\$ 1,480,528	\$ 204,685	\$ 1,670,684	\$ 1,763,200
Department total	\$ 1,480,528	\$ 204,685	\$ 1,670,684	\$ 1,763,200

Town of Paradise Valley
Expenditures/expenses by department
Fiscal year 2023

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2022	2022	2022	2023
Non-Departmental				
General (Contingency)	\$ 12,526,617	\$ (2,643,331)	\$	\$ 7,821,076
Grants	\$ 4,704,193	\$	\$ 2,480,982	\$ 163,400
Donations	74,245		20,096	46,400
PV Mountain Preserve Trust			3,467	6,200
Capital Improvements	7,830,610		329,436	5,968,500
Series 2016	1,480,883		1,475,883	1,471,800
Series 2020	1,396,181		1,393,126	1,413,700
Alarm	189,212		138,460	144,400
Fire Service	3,476,527		3,620,415	3,909,900
Wastewater	2,634,213		2,490,467	2,749,000
Wastewater Impact Fee	200,000			
Department total	\$ 34,512,681	\$ (2,643,331)	\$ 11,952,332	\$ 23,694,376

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

Town of Paradise Valley
Full-time employees and personnel compensation
Fiscal year 2023

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2023	2023	2023	2023	2023	2023
General Fund	103.1	\$ 10,179,100	\$ 1,749,800	\$ 1,158,000	\$ 1,440,000	\$ 14,526,900
Special revenue funds						
Courts	4.0	\$ 243,100	\$ 30,000	\$ 27,400	\$ 28,700	\$ 329,200
Highway Users Revenue	11.0	\$ 834,500	\$ 104,900	\$ 139,200	\$ 120,000	\$ 1,198,600
Total special revenue funds	15.0	\$ 1,077,600	\$ 134,900	\$ 166,600	\$ 148,700	\$ 1,527,800
Total all funds	118.1	\$ 11,256,700	\$ 1,884,700	\$ 1,324,600	\$ 1,588,700	\$ 16,054,700



Action Report

File #: 22-201

AGENDA TITLE:

Approval of Contract with E1 Audiovisual Technologies for the Council Chambers AV Technology Upgrade.

RECOMMENDATION:

Staff recommends Town Council approval of CON-22-210-IT and to authorize the Town Manager to execute in the amount not to exceed \$370,000.00 and to waive the 14-day wait period to sign the agreement.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill Keimach, Town Manager
Duncan Miller, Town Clerk
Kathy Fernandez, CIO

DATE: June 9, 2022

DEPARTMENT: Administration, IT

Duncan Miller, 480.348.3610

Kathy Fernandez, 480.348.3672

AGENDA TITLE:

Approval of Contract with E1 Audiovisual Technologies for the Council Chambers AV Upgrade.

RECOMMENDATION:

Staff recommends Town Council approval of CON-22-210-IT to authorize the Town Manager to execute a contract with E1 Audiovisual Technologies not to exceed \$370,000.00 and to waive the 14-day wait period to sign the agreement.

SUMMARY STATEMENT:

The main components of the current AV infrastructure in Town Hall are 10 years old and have surpassed the manufacturer support term. Over the last two years we have experienced hardware failures and other malfunctions that have caused service outages and/or disruption. To sustain normal operations, staff has used their best effort to complete repairs. In some instances, staff has implemented work arounds to bypass failed components. Many of the primary hardware components are no longer produced by the manufacturer and must be obtained through aftermarket channels. The AV software control system is antiquated, difficult to use, and does not provide for multiple meeting configurations.

The State Procurement Office of Arizona Contract ADSP017-184597 will be utilized for this expenditure. This is a cooperative purchasing contract, as authorized by Section 2.3.10 of the Town Procurement Code, and State Procurement Office of Arizona Contract ADSP017-184597 is the base agreement. The Contracted provider E1 Audiovisual Technologies conducted a walkthrough of town hall chambers, board room, community room, equipment closets, and PD conference room to visualize current solution configurations and capabilities. E1 AV Technologies has provided a proposal to replace or refresh existing systems and expand AV capabilities to the town hall

community room and PD conference room, bringing the latest in technology to these rooms.

Staff has found E1's proposal to be fair and reasonable, contain a high level of detail within their statement of work, and their overall method of approach and project completion to be in the best interest of the Town.

BUDGETARY IMPACT:

The project is budgeted in the Capital Improvement Program (CIP) as follows:

CIP Project #: 2023-04 (technology): \$370,000.00

Project cost: \$353,676.08

Contingency: \$16,323.92

Bond 2020 Series Funds

ATTACHMENT(S):

- A. Staff Report
- B. Presentation
- C. Proposal
- D. Contract

Audiovisual Technology Upgrades CIP Project # 2023-04

**Contract Award
June 9, 2022**



Response to Council Questions - May 26th

- Staff confirmed configuration improvements
 - Microphone
 - Camera
 - Background noise \ echo
 - Ease of use



Repurposed Components & Integration

- Estimated cost if replaced: \$50,000.00
 - Repurposed items are passive electronics, mounting components
 - Recommended replacement likely same model number
 - Components within their beneficial lifespan
 - Integration with other video \ cameras



Project Costs & Funding Source

- Total Project Cost: \$370,000.00
 - \$353,676.08 includes equipment, installation, configuration, programming, training, and 3-year warranty
 - \$16,323.92 contingency
- Funding Source: Bond 2020 Series
 - no new operating expenses
 - future replacements via technology refresh program
- Pending FY 2023 budget adoption



Staff Request

- Staff is requesting approval to proceed with contract with E1 Audiovisual Technologies, as proposed, to complete
 - AV Upgrades to Town Hall Council Chambers and Board Room and,
 - Expansion of AV Services to Town Hall Community Room and PD Conference Room



PROPOSAL

Council Chambers AV Upgrade

AZ State Contract No. ADSP017-184596

Paradise Valley

6401 E. Lincoln Drive
Paradise Valley, AZ 85253

Revision: 3
Modified: 4/22/2022



Presented By:

E1 Audiovisual Technologies

Jared Bigelow, National Business Development Manager

14601 S. 50th Street, Suite 120
Phoenix, AZ 85044 USA
480.763.1002 x121
JBigelow@E1AVTech.com
www.E1AVTech.com



AUDIOVISUAL
TECHNOLOGIES

SCOPE OF WORK

1.0 Project Summary

E1 Audiovisual Technologies ("E1") shall provide an audiovisual system upgrade for the Town of Paradise Valley located at 6401 E Lincoln Dr, Paradise Valley, AZ 85253.

Town Hall Council Chambers

The audiovisual system shall allow for the council chambers to be used to conduct meetings, presentations, and audio/video conference calls. The existing video and control distribution system and a portion of the audio system shall be replaced. A video matrix system shall be provided with AV-over-IP endpoints that allows the user to send content from any source to any display.

The existing displays (2) shall be repurposed and included in the video matrix system. These displays shall have the ability to show the same content or each to show different content.

22-inch monitors shall be installed at the dais, one in front of each participant, on the existing monitor brackets. These monitors show the same content and can display any of the available sources. The video distribution equipment shall be mounted under the dais.

PTZ cameras shall be installed, one (1) on the back wall, one (1) each on the side walls flanking the dais and one (1) at the front on the room. These cameras shall be connected to a dedicated switcher and are available during video conference call (Zoom/Teams) and for general broadcasting to a streaming recording device. Additionally, access to the boardroom cameras (2) are available for larger meetings

A streaming recorder shall be installed in the equipment rack. This device is capable of recording to an SD card or internal hard drive while streaming simultaneously to network media platforms (YouTube or Facebook Live). An internet connection shall be required for this device.

A video collaboration device shall be mounted in the equipment rack. This device shall perform native Zoom and/or Teams calls and can be configured to use any web-based conferencing solution (Zoom Room or Office 365 account required and provided by the client). It can also fully integrate Office365 applications to display documents from network or USB drives. It shall provide wireless video connections for up to four (4) users simultaneously. If desired, the wireless connectivity can be managed by a mediator, who would need to grant permission to a user to connect to the system. This wireless connectivity is available for PC, IOS and Android users without the use of installed software or apps. An internet connection shall be required for this device.

The existing audio processors (DSP) shall be repurposed in the equipment rack. Inputs shall be all the dais microphones, the wireless microphones, and the video presentation source. Outputs shall be to the existing amplifiers and loudspeakers, the existing press plate, and the existing assistive listening wall plate.

Audio conference units with a built-in microphone, loudspeaker and interface shall be installed at

* Price Includes Accessories

Council Chambers AV Upgrade

the dais, one in front of each participant. Additionally, two (2) wireless handheld microphones and two (2) wireless lavalier microphones are included. The wireless receiver shall be mounted on the chambers truss. Microphone chargers shall be provided for each microphone at the credenza

The existing, portable Assistive Listening system shall be repurposed with an audio output to the existing wall plate.

The existing speaker arrays shall be repurposed with their associated amplifiers for audio distribution. The center array facing the dais may be repurposed and reinstalled to enhance the audience program audio. Audio testing shall be provided prior to final move.

A single control processor shall be installed and programmed to control all the equipment in the room. Room combining (boardroom) shall automatically join or separate the audio and video signals for the two rooms. A 10-inch touch panel shall be provided at the clerk location to control the system. System presets and one touch controls shall be provided.

The existing lectern shall be repurposed and a 22-inch touch panel with annotation capabilities shall be installed on the existing monitor mount. The monitor can display any of the available sources. The video distribution equipment shall be mounted inside the lectern.

A video input (HDMI) shall be located at the lectern for a laptop or other portable device to connect to the system. A single audio conference unit with a built-in microphone, loudspeaker and interface shall be located on the lectern top for public participants.

The existing equipment rack shall be stripped of all equipment except the amplifier, audio recorder and power distribution. A rack mounted power conditioner is provided to protect the equipment from electric surges or spikes. Additional blank covers, rack screws, lacing bars, velcro and fasteners are provided to securely mount all AV equipment. All the existing unused equipment shall be returned to the owner for proper disposal.

Boardroom

The audiovisual system shall allow for the boardroom to be used to conduct meetings, presentations, and audio/video conference calls. The existing video and control distribution system and a portion of the audio system shall be replaced. A video matrix system shall be provided with AV-over-IP endpoints that allows the user to send content from any source to any display.

The existing displays (2) shall be repurposed and included in the video matrix system. A 98" HD display shall be provided and installed to replace the existing projector and projection screen. These displays shall have the ability to show the same content or each to show different content.

PTZ cameras shall be installed, one (1) under the displays at the front of the room and (1) on the side wall facing the front of the room. These cameras shall be connected to a dedicated switcher and are available during video conference call (Zoom/Teams) and for general broadcasting to a streaming recording device. Additionally, access to the council chambers cameras (4) are available for larger meetings

Meeting can be recorded and/or streamed via the same device utilized by the council chambers. This device is capable of recording to an SD card or internal hard drive while streaming simultaneously to network media platforms (YouTube or Facebook Live).

A video collaboration device shall be mounted in the equipment rack. This device shall perform native Zoom and/or Teams calls and can be configured to use any web-based conferencing solution (Zoom Room or Office 365 account required and provided by the client). It can also fully integrate Office365 applications to display documents from network or USB drives.

* Price Includes Accessories

Council Chambers AV Upgrade

It shall provide wireless video connections for up to four (4) users simultaneously. If desired, the wireless connectivity can be managed by a mediator, who would need to grant permission to a user to connect to the system. This wireless connectivity is available for PC, IOS and Android users without the use of installed software or apps. An internet connection shall be required for this device.

Wireless microphones shall be installed at the conference table for video conferencing and voice lift. The existing ceiling microphone arrays shall be repurposed for additional audio reinforcement.

The existing, portable Assistive Listening system shall be repurposed with an audio output to the existing wall plate.

Ceiling speakers shall be provided for even coverage within the room for reproducing far-end audio during a call and for content/program audio.

A 10-inch touch panel shall be provided at the clerk location to control the system. System presets and one touch controls shall be provided.

Additional equipment shall be installed in the equipment rack located next to the council chambers.

Community Meeting Room

An owner furnished Neat Board and wall mount bracket shall be installed in the same location as the current display.

Police Station Meeting Room

The audiovisual system shall allow for the police meeting room to be used to conduct meetings, presentations, and audio/video conference calls.

A single ceiling mounted laser projector shall be provided and installed. The existing projection screen shall be repurposed. Users shall have access to the system from an HDMI input wall plate.

A single owner furnished small form factor PC shall be installed in the room rack for presentations and video conferencing via an owner provided software based VTC system (Teams, Zoom).

In-ceiling loudspeakers, ceiling mounted microphones and owner furnished, wall mounted PTZ camera shall be installed for access from the in-room PC for video conferencing.

Control of the system shall be from a wall mounted button controller to turn on/off the projector, raise/lower volume, and source selection.

E1 shall remove the ceiling mounted projector, projector bracket and controller and store in a secure location provided by the client.

All electrical outlets are assumed to be currently installed and E1 will not be responsible for any electrical outlet placement issues.

If you come across an unfamiliar AV term in this document, please refer to E1's online glossary. <https://www.e1avtech.com/av-terminology>

2.0 Site Access Requirements

E1 shall require access to the proposed job site for the period of twenty (20) days. Access shall be on a continuous basis of 8 AM-5 PM Monday through Friday unless otherwise negotiated in writing.

3.0 Acceptance, Training & Documentation

At the completion of installation, a walkthrough shall be performed between E1 and the client. Any outstanding issues shall be identified and documented at that time. Upon completion of outstanding items, system sign-off by the client contact shall occur.

* Price Includes Accessories

E1 shall provide up to a total of eight (8) hours of training during the span of one visit to job site for the proposed system. The E1 project manager shall coordinate with client to set the date and time of training. All required personnel shall be made available for system training.

4.0 Infrastructure to be provided by E1:

The following items represent infrastructure that shall be provided by E1:

- E1 shall provide the necessary hardware to mount and install all permanently mounted equipment proposed in this system
- Cable management shall be maintained to protect cabling from electrical interference and other destructive sources.

5.0 Customer Provided Equipment

Owner-Furnished Equipment (OFE) provided by the customer consists of:

- Small Form Factor PC (1)

6.0 Inclusions, Exclusions & Assumptions

E1 assumes clear pathways through conduit, walls, and ceilings for cabling, and that all existing equipment is functioning properly.

E1 assumes that the client's network is fully functional on commencement of the audiovisual installation if needed per scope of work.

All electrical outlets are assumed to be currently installed and E1 will not be responsible for any electrical outlet placement issues.

All equipment removed from the existing system shall be returned to the client for proper disposal or reuse.

Pricing is valid for 30 days.

Included – if applicable

- low voltage AV cable
- control system programming
- AV system training
- eighteen-month warranty

Excluded – if applicable

- electrical conduit, junction boxes, and power receptacles
- structural in-wall blocking for displays
- site permits
- carpet modification, ceiling grid modification, millwork cut-outs

For clients executing their first project with E1 Audiovisual Technologies, a deposit equal to 50% of the proposed project total is required prior to start of work.

* Price Includes Accessories

PROJECT SUMMARY

Client:

Date

Contractor: E1 Audiovisual Technologies

Date

ACCEPTANCE

18-month equipment warranty per state contract: **Included**

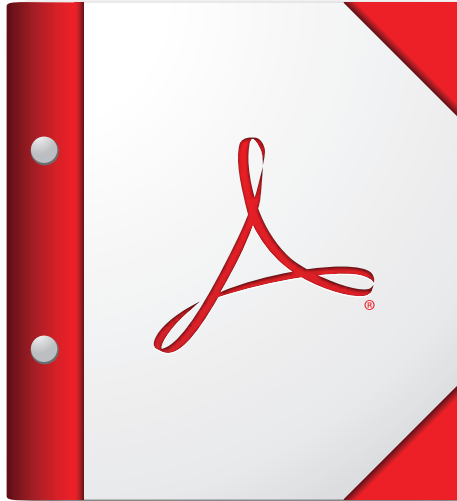
3 Year E1 Care as described below: **\$31,500.00**

E1Care - phone support and onsite service (normal wear and tear repair, replacement of non-consumables, and biannual maintenance checks)

E1Care provides unlimited phone support (M-F, 8-5 MST/PDT) for covered equipment and systems. Should an on-site technician be required to resolve the issue, the technician will be scheduled to arrive at the client location by the next business day (or later, should the client be unable to grant access that quickly). Biannual maintenance visits shall be assigned to complete preventative maintenance and ensure the well-being of the installed system. Any items that have failed due to normal usage shall be repaired or replaced at E1's discretion. Normal manufacturer lead times for repair or replacement shall apply. Please inquire about other Service Levels with your e1 representative.

Equipment:	\$193,836.88
Labor:	\$107,250.00
Sales Tax:	\$16,719.97
Shipping:	\$4,369.23
e1Care:	\$31,500.00

Grand Total:	\$353,676.08
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Action Report

File #: 22-242

AGENDA TITLE:

Discussion and Possible Action to Adopt Ordinance 2022-05, Adopting the June 2022 Town Code Amendments Related to the Board of Adjustment, and Resolution 2022-12, Adopting Amended Rules of Procedure for the Board of Adjustment.

RECOMMENDATION:

Adopt Ordinance 2022-05 and Resolution 2022-12 and waive the Council Rules of Procedure requiring a study session at least one meeting in advance of adoption.

STAFF CONTACT:

TOWN *Of* **PARADISE VALLEY**



STAFF REPORT

TO: Mayor Bien-Willner and Town Council Members

FROM: Andrew McGuire, Town Attorney
Jill B. Keimach, Town Manager

DATE: June 9, 2022

DEPARTMENT: Legal Department
Andrew McGuire, 602.257.7664

AGENDA TITLE:

Ordinance 2022-05, adopting the June 2022 Town Code Amendments Related to the Board of Adjustment, and Resolution 2022-12, adopting amended Rules of Procedure for the Board of Adjustment.

RECOMMENDATION:

Consider approval of the proposed June 2022 Town Code Amendments Related to the Board of Adjustment, through Ordinance 2022-05, and of amended Rules of Procedure for the Board of Adjustment, through Resolution 2022-12; and waive Council Rule requiring a study session at least one meeting in advance of adoption.

SUMMARY STATEMENT:

At the February 10, 2022, Council study session, staff provided categories of potential topics for code amendments. Boards, Commission and Committees was included as one of the topics that would be brought back to council. The proposed amendment to the Board of Adjustment resolution and ordinance is intended to provide consistency with state law and clarity for applicants while preserving the level of service that is expected in Paradise Valley.

KEY POINTS OF THE PROPOSED AMENDMENT:

Fine-tune variance criteria to align with state statutes, by requiring the following findings for all variances:

1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and

2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and
3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.

BUDGETARY IMPACT:

Not applicable

ATTACHMENT(S):

- A. Staff Report
- B. PowerPoint Presentation
- C. Ordinance 2022-05
- D. June 2022 Town Code Amendments Related to the Board of Adjustment
- E. Resolution 2022-12
- F. Redline of changes to section 2-5-3
- G. Board of Adjustment Chair memo/code of conduct/script

Board of Adjustment

Resolution and Code amendment

- TOWN COUNCIL JUNE 9, 2022

Goals for Today

Consider approval of a proposed amendment to the resolution and code for the Board of Adjustment

Intent of the proposed amendment



Consistency with state law



Clarity for applicants and residents



Consistency with State Law

- Arizona Revised Statute 9-462.06

Hear and decide appeals for variances from the terms of the zoning ordinance only if, because of special circumstances applicable to the property, including its size, shape, topography, location, or surroundings, the strict application of the zoning ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district. Any variance granted is subject to conditions as will assure that the adjustment authorized shall not constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zone in which the property is located.

Clarity for Applicants

Clear and concise code language on process and procedures

Variance criteria fine-tuned to align with state statutes

Clear & Concise Code language

Revise Board of Adjustment code text for clarity

Clear & Concise Code language

A. Creation and Membership. The Board of Adjustment as previously established is hereby continued in full force and effect, and there is established herewith a Board of Adjustment which shall consist of seven members, each of whom shall be appointed for a term of three years. The word "Board" when used in this article shall mean the Board of Adjustment. Members of said Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council. All persons seeking to be appointed or re-appointed to a term on the Board of Adjustment shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town of the year that the term subject to appointment would become vacant. However, this written application requirement does not apply to an appointment to serve the balance of a term which has become vacant prior to the expiration of the term. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Board of Adjustment shall, at its first meeting in April of each year, elect one of its members to serve as its Chairman-designate. The member designated to be Chairman shall be approved or disapproved for the Chairmanship by the Town Council within thirty (30) days of the election of the Board of Adjustment. If the Chairman-designate is approved for the Chairmanship by the Town Council, he shall become the Chairman immediately upon such approval, and he shall serve as Chairman of the Board (1) until a successor as Chairman is elected and approved in the following year, or (2) until the Chairmanship shall, for any reason, become vacant. If the Chairman-designate is disapproved for the Chairmanship by the Town Council, the Board of Adjustment shall, at its next meeting after such Council disapproval, elect another one of its members to serve as its Chairman designate, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. If, for any reason, the position of Chairman becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chairman-designate for the remainder of the term, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. No member shall serve as Chairman of the Board for a period of time in excess of two (2) consecutive years.

VS.

A. Board of Adjustment.

1. The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.

Fine-tune to align with state statutes

A variance may be granted only upon finding by sufficient evidence:

- 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and**
- 2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and**
- 3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.**

Questions

ORDINANCE NO. 2022-05

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF PARADISE VALLEY, ARIZONA, DECLARING THE “JUNE 2022 TOWN CODE AMENDMENTS RELATED TO THE BOARD OF ADJUSTMENT” AS A PUBLIC RECORD AND AMENDING PARADISE VALLEY TOWN CODE CHAPTER 2, MAYOR AND COUNCIL, SECTION 2-5-3, BOARD OF ADJUSTMENT, AS PROVIDED THEREIN; AND PROVIDING FOR SEVERABILITY.

BE IT ORDAINED by the Mayor and Council of the Town of Paradise Valley, as follows:

Section 1. That certain document known as the “June 2022 Town Code Amendments Related to the Board of Adjustment,” of which one paper copy and one electronic copy are maintained, in compliance with A.R.S. § 44-7041, on file in the office of the Town Clerk as required by A.R.S. § 9-802, and available for public use and inspection during normal business hours, is hereby referred to, adopted, and made a part hereof as if fully set forth herein, and said copies thereof are hereby ordered to remain on file with the Town Clerk.

Section 2. The Town Code is hereby amended as set forth in the “June 2022 Town Code Amendments Related to the Board of Adjustment,” as provided therein.

Section 3. 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 4. The Mayor, the Town Manager, the Town Clerk, and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this ordinance.

(SIGNATURES ON FOLLOWING PAGE)

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, Town Attorney

June 2022 Town Code Amendments Related to the Board of Adjustment

Adopted June 9, 2022

June 2022 Town Code Amendments Related to the Board of Adjustment

Section 1. Chapter 2 (Mayor and Council), Article 5 (Boards and Committees), Section 2-5-3 (Board of Adjustment) is hereby amended to read as follows:

Section 2-5-3 Board of Adjustment

- A. Generally. There shall be a Zoning Administrator, with the responsibility to interpret the Zoning Ordinance and the authority to provide administrative relief from the provisions thereof. There shall also be a Board of Adjustment, with the responsibility to hear appeals of the decisions of the Zoning Administrator and the authority to grant variances from the provisions of the Zoning Ordinance. The word “Board” when used in this Section shall mean the Board of Adjustment.
- B. Zoning Administrator.
1. The Community Development Director shall be the Zoning Administrator. If no person is then serving in said capacity, the Town Manager or authorized designee shall serve as the Zoning Administrator.
 2. The Zoning Administrator shall be responsible for interpretation of the Zoning Ordinance at all times, including upon receipt of a complete application therefore.
 - i. A complete application shall:
 1. Be made on a form prescribed by the Zoning Administrator; and
 2. Clearly state the section requiring interpretation, or the characteristics of the desired use and zoning district in which it is proposed to be located; and
 3. Be submitted along with payment of the required fee.
 - ii. The Zoning Administrator shall issue a written interpretation within ten (10) working days of the submission of a complete application.
 - iii. Records of all interpretations shall be maintained.
 - iv. Prior to determining that a use is permitted within a specific zoning district, the Zoning Administrator shall find that:
 1. The use is described and included in the zoning district; or
 2. The intensity of the use will not adversely affect other properties within the zoning district; and
 3. If there is more than one principal use, all of the principal uses are

permitted and the combination of uses will not alter the basic land use characteristics of each principal use or create a different use than that which would otherwise be prohibited.

3. The Zoning Administrator may authorize administrative relief of up to ten (10) percent of any development standard contained in Article X, and for solar device installations only, Article XXII, of the Zoning Ordinance, unless specifically restricted elsewhere in this Section. Administrative relief shall be authorized in writing, with specific findings consistent with the requirements of this Section, upon receipt of a complete application therefore.

- i. A complete application shall:

1. Be made on a form prescribed by the Zoning Administrator; and
2. Clearly identify the proposed improvement to the property that is subject to the request; and
3. Be submitted along with payment of the required fee.

- ii. Notice shall be made by first class mail, postmarked at least five (5) days prior to the proposed date of determination by the Zoning Administrator, to adjacent property owners determined by the Zoning Administrator to be potentially affected by the request for administrative relief.

- iii. Prior to authorizing administrative relief, the Zoning Administrator shall find that:

1. The proposed improvement requiring relief will not be detrimental to the property requesting relief, any adjacent property, or the Town; and
2. The relief granted is the minimum required to meet the needs of the proposed improvement; and
3. The relief is not contrary to the purpose and intent of the Zoning Ordinance.

- iv. Administrative relief related to a particular property may only be requested once during an eighteen (18) consecutive month period and only twice during the period of ownership by a recorded owner of the property. The term "owner" is to be interpreted for this purpose to include any person, firm, corporation, partnership, joint venture, trust, or any related persons, parties, firms, corporations, partnerships, joint ventures or trusts, including any successor trusts where the beneficiaries included are the same as any of the persons included as an owner above or as a beneficiary of any preceding

trusts.

- v. The relief requested shall be limited to livable primary and accessory structures and walls, gates, and fences. Administrative relief is not applicable to:
 - 1. New home construction, except to request relief related to an inadvertent error;
 - 2. Properties that are subject to special use permits;
 - 3. Floor area ratio limitations;
 - 4. Tennis or other types of sport courts; or
 - 5. Gazebos or other similar structures.
- vi. The Zoning Administrator may impose reasonable conditions upon any administrative relief granted, to ensure that the public health, safety, and general welfare are protected and substantial justice is done.
- vii. Relief for gates on hillside properties may be allowed, to allow the gates to be as close as necessary to the property line when the topography of the lot precludes them from meeting the setback. Consideration shall be given to proper stacking of vehicles for public safety. No increase in height or size or other deviations from the code shall be granted for gates on hillside properties.

C. Board of Adjustment.

- 1. The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the

term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.

2. Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chair, or the Acting Chair in the absence of the Chair, may administer oaths and compel the attendance of witnesses.
3. The Town Council shall have power to make and publish, by Council Resolution from time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.
4. The Board may grant variances from the provisions of the Zoning Ordinance.
 - i. A variance may be granted only upon finding by sufficient evidence:
 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and
 2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and
 3. That the strict application of the Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.
 - ii. The Board may not grant a variance:
 1. That will make any changes in the uses permitted in any zoning classification or zoning district; or
 2. That will constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which such property is located.
5. The Board shall be responsible to hear appeals of the decisions of the Zoning Administrator, upon the receipt of a complete application therefore. A complete application shall:

- i. Be made on a form prescribed by the Zoning Administrator; and
 - ii. Clearly identify the decision by the Zoning Administrator from which the applicant requests relief; and
 - iii. Be submitted along with payment of the required fee.
- D. Appeal from the Board of Adjustment. A person aggrieved by a decision of the Board, at any time within 30 days of the decision or, if the decision is reviewed by the Town Council, within 30 days of that review, may bring a special action in the Superior Court of Maricopa County. Commencement of a special action shall not stay enforcement of the relevant decision, unless the Superior Court shall otherwise order.

RESOLUTION NUMBER 2022-12

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF
PARADISE VALLEY, ARIZONA, ADOPTING AMENDED RULES OF
PROCEDURE FOR THE BOARD OF ADJUSTMENT.**

WHEREAS, pursuant to the provisions of Section 2-5-3 of the Town Code, the Town Council is empowered to make and publish, from time to time, rules and regulations to govern the proceedings of the Board of Adjustment (the “Board”); and

WHEREAS, the Town Council, working together with the Board, has identified certain areas for improvement in the Board’s Rules of Procedure.

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

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

Section 2. Pursuant to Section 2-5-3 of the Town Code, the Town Council hereby approves and adopts the Rules of Procedure for the Board of Adjustment of the Town of Paradise Valley, in the form attached hereto as Exhibit A and incorporated herein by this reference, to supersede and replace any previous version thereof.

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

PASSED AND ADOPTED by the Town Council of the Town of Paradise Valley this 9th day of June, 2022.

Jerry Bien-Willner, Mayor

ATTEST:

Duncan Miller, Town Clerk

APPROVED AS TO FORM

Andrew J. McGuire, Town Attorney

EXHIBIT A
TO
RESOLUTION 2022-12

[Rules of Procedure]

See following pages.

**Town of Paradise Valley
Rules of Procedure for the Board of
Adjustment**

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Requirements of Application for Variance

A. Who may apply?

The owner or agent.

B. Requirements for application:

Completed application form and payment of required fee.

Scheduling and Advertising of Hearing

A. Scheduled Date. When an applicant has submitted a complete application, a hearing shall be scheduled. The scheduled hearing shall be no later than 60 days after receipt of the complete application.

B. Publication and Posting. Fifteen days prior to the scheduled hearing, the Town shall:

1. Publish one notice of the time, place, and date of such hearing in an official newspaper of the Town, or in a newspaper of general circulation in the Town; and
2. Post a notice of the time, place, and date of such hearing on the affected property; such notice shall remain posted for the entire 15-day period.

C. Materials Provided to the Board by Town Staff or Applicant. All materials (including electronic materials such as a PowerPoint presentation that the applicant would like to use at the public meeting) must be submitted before the first date on which an

advertisement for the hearing is published in a newspaper of general circulation (the “Cut-off Date”).

1. Materials submitted by the applicant after the Cut-off Date shall not be distributed to the Board and shall not be considered at the public meeting or hearing.
2. If an applicant believes that additional materials not submitted before the Cut-off Date need to be placed before the Board, then the applicant may request that the hearing be continued to another suitable date, in which case the applicant shall pay the costs of re-advertising and re-posting the required notices of public hearing.
3. The Community Development Director may make an exception to the requirements of this Section for materials that do not substantially change the application, or are de minimis in nature, at the discretion of the Director.

D. Statements or Materials by Members of the Public. Members of the public may either:

1. Submit statements or materials at least 24 hours prior to the posted hearing time; or
2. Submit a minimum of 10 hard copies of a statement or material at the time of the hearing.

Chair and Acting Chair

- A. Presiding Officer. The Chair shall preside at all Board meetings.
- B. Absence of the Chair. In the absence of the Chair, the members present at any meeting shall elect a member to be Acting Chair, and such Acting Chair shall exercise all powers and prerogatives of the Chair until such time as the Chair is present.

Procedure for Board Meetings

- A. Location of Meetings: Unless otherwise specified by the Chair, all meetings of the Board shall be held at the Paradise Valley Town Hall, 6401 E. Lincoln Drive.
- B. Time for meetings:
 1. Regular Meetings:

The Board shall hold regular meetings on the first Wednesday of each month at 6:00 p.m., as needed. When the first Wednesday of the month falls upon a legal holiday recognized by the Town, the regular meeting may be scheduled for the following Wednesday.

2. Special Meetings:

Special meetings of the Board may be called by the Chair, provided that each member receives notice of such meeting at least 48 hours prior to such meeting in person, by telephone, or in writing.

3. Work Sessions:

At the discretion of the Chair, the Board may hold a work session to discuss agenda items in advance of a regular or special meeting,

4. Site Visits:

With the agreement of an applicant, members of the Board may visit the site for which an application has been submitted. Site visits must occur within a pre-established period of time, and the Board shall issue a Notice of Possible Quorum at least 24 hours before the commencement of such period. Members of the Board are not required to visit the site simultaneously.

During a site visit, members of the Board shall not communicate with each other, with the applicant, or with any other person regarding the details or merits of the relevant application.

C. Quorum Requirements:

A Quorum of the Board shall be four members.

D. Decisions and Actions by Majority Vote:

1. All decisions and actions of the Board shall be by an affirmative vote of a majority of those members present and voting.
2. The vote or abstention from voting, of every individual member, on all matters voted upon, shall be recorded in the minutes of the meeting by the Board Secretary. A member shall vote “yes” or “no,” or expressly abstain from voting.
3. No member who is present at a meeting of the Board shall abstain from voting unless:
 - a. The member was not present for all or a portion of the hearing on the subject to be voted upon; or
 - b. The member has a conflict of interest as provided by law.

4. When a member of the Board abstains from voting, he or she shall publicly state the reason for such abstention prior to the consideration of the item by the Board.
 5. If a member declines to vote on any grounds that do not satisfy the requirements for abstention, that member shall be deemed to have voted “no.”
 6. The Board may consider multiple motions on a single item.
 7. A tie vote shall be treated as a failure of the motion.
- E. Addressing the Board: Any person recognized by the Chair may speak and address the Board to express an opinion on any matter before the Board. The Chair may require any person who wishes to speak or present evidence to the Board to take an oath, which shall be administered by the Chair or the Clerk. If the Chair reasonably believes it is necessary to expedite the Board’s action on a matter, the Chair may impose reasonable time limits upon the oral statements of any person. If a spokesperson for an identified group of residents (such as an HOA officer or an attorney, the “Spokesperson”) desires to speak on behalf of that group, a larger amount of time will be allotted, but not in excess of 15 minutes unless the Chair finds that there are particularly detailed and difficult matters involved in the case. The Chair shall advise the members of a group that has selected a Spokesperson that if the members desire to speak individually at the meeting, the members shall limit their time and avoid any repetition of matters already addressed by the Spokesperson.
- F. Transcription: Upon the request of any party, and at that party’s expense, a certified court reporter may record the proceedings of all or any portion of a meeting. If a transcript of all or any portion of the Board proceedings is prepared, a copy shall be furnished to the Board by and at the expense of the party ordering or causing the transcript to be prepared and completed.
- G. Motion to Reconsider: A motion to reconsider an action taken by the Board may be made only at the same meeting, or at the next regular meeting of the Board.
1. A motion to reconsider must be made by a Member of the Board who voted on the prevailing side of the motion but may be seconded by any other Member. A question failing by virtue of a tie vote may be reconsidered by motion of any Member of the Board.
 2. If a Member of the Board desires to make a motion to reconsider after the meeting at which the matter was decided, then the Member shall contact the Chair and the Community Development Director within 15 days of the meeting indicating that they would like to have a motion to reconsider the matter placed on the next Board meeting agenda.

3. If the motion to reconsider passes, then the Board shall then take the matter up for discussion and possible action at the same meeting at which the motion to reconsider passed.
- H. Recording: All or any part of a Board meeting may be recorded by any person in attendance, provided that there is no active interference with the conduct of the meeting.
- I. Order of Business: The Order of Business of all regular Board meetings shall be:
 1. Call to Order
 2. Roll Call
 3. Regular Business of the Board
 4. Approval or Amendment of Minutes of Previous Meeting
 5. Adjournment
- J. Presumption. When an applicant for a variance is denied or disapproved by the Board and the reason for such denial or disapproval is not stated in the motion, the reason for denial shall be that the applicant has failed to establish facts justifying a variance.

Board Code of Conduct

The Board may adopt a code of conduct to govern the responsibilities of its members, its method of holding meetings, and other matters.

Assistance from Town Staff

- A. The Community Development Director shall attend all meetings of the Board and may comment on any matter before the Board.
- B. Upon request from the Chair of the Board, the Town Manager shall endeavor to provide any information or assistance which may assist the Board or any member of the Board.

APPENDIX A
TO
RULES OF PROCEDURE FOR THE BOARD OF ADJUSTMENT

Variance Hearing Procedure

- I. Chair states the name of the case and asks for the staff report.
- II. Staff presents its report and recommendation; Board is invited to ask questions.
- III. Applicant/representative presents case; Board is invited to ask questions.
- IV. Chair opens the public hearing, invites speakers in favor of or against the proposal, and asks speakers to state name and whether they are resident of the Town. (Board is invited to ask questions of each speaker after they conclude their remarks.)
- V. Chair closes public hearing.
- VI. Applicant/representative is invited to rebut/clarify/conclude.
- VII. Board members are invited by the Chair to ask questions of the applicant/representative and/or Town Staff.
- VIII. Board deliberates.
- IX. Chair calls for a motion, and a second.
- X. Chair asks for discussion on the motion, if any.
- XI. Voting, either by roll call or voice vote.
- XII. The results of the voting are declared by the Secretary.
- XIII. Board moves to next item of business.

APPENDIX B
TO
RULES OF PROCEDURE FOR THE BOARD OF ADJUSTMENT

Appeal Hearing Procedure

- I. Chair states the name of the case and invites the staff to present the facts related to the appeal.
- II. Chair invites the appellant, or appellant's attorney, to step to the podium, make an introduction, and present the witnesses to be sworn in.
- III. Chair invites witnesses to step forward and face the staff table for swearing-in.
- IV. Chair or clerk rises, asks witnesses to raise their right hands and repeat swearing-in statement after them.
- V. Chair invites applicant/attorney to present argument and invite witnesses to speak as needed.
- VI. Chair opens public hearing and invites interested citizens who wish to speak to be sworn in.
- VII. Chair invites interested citizens to speak.
- VIII. Chair closes public hearing.
- IX. Board members are invited by the Chair to ask questions of the attorney, witnesses, and/or staff.
- X. Board deliberates.
- XI. Chair calls for a motion, and a second.
- XII. Chair asks for discussion on the motion, if any.
- XIII. Voting, either by roll call, hand signal, or voice vote.
- XIV. The results of the voting are declared by the Secretary.
- XV. Board moves to next item of business.

June 2022 Town Code Amendments Related to the Board of Adjustment

Section 1. Chapter 2 (Mayor and Council), Article 5 (Boards and Committees), Section 2-5-3 (Board of Adjustment) is hereby amended to read as follows:

Section 2-5-3

Board of Adjustment -8-188-583-623-646-654-685-2016-05-2020-03

~~Creation and Membership.~~ The Board of Adjustment as previously established is hereby continued in full force and effect, and there is established herewith a Board of Adjustment which shall consist of seven members, each of whom shall be appointed for a term of three years. The word "Board" when used in this article shall mean the Board of Adjustment. Members of said Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council. All persons seeking to be appointed or re-appointed to a term on the Board of Adjustment shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town of the year that the term subject to appointment would become vacant. However, this written application requirement does not apply to an appointment to serve the balance of a term which has become vacant prior to the expiration of the term. Vacancies shall be filled for the unexpired term of the member whose place has become vacant. The Board of Adjustment shall, at its first meeting in April of each year, elect one of its members to serve as its Chairman designate. The member designated to be Chairman shall be approved or disapproved for the Chairmanship by the Town Council within thirty (30) days of the election of the Board of Adjustment. If the

Chairman designate is approved for the Chairmanship by the Town Council, he shall become the Chairman immediately upon such approval, and he shall serve as Chairman of the Board (1) until a successor as Chairman is elected and approved in the following year, or (2) until the Chairmanship shall, for any reason, become vacant. If the Chairman designate is disapproved for the Chairmanship by the Town Council, the Board of Adjustment shall, at its next meeting after such Council disapproval, elect another one of its members to serve as its Chairman designate, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. If, for any reason, the position of Chairman becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chairman designate for the remainder of the term, and the member so designated shall be approved and become the Chairman or be disapproved pursuant to the procedures described herein. No member shall serve as Chairman of the Board for a period of time in excess of two (2) consecutive years.

~~B. Board of Adjustment, Meeting, Administration of Oaths, and Compelling Attendance of~~

~~Witnesses.~~ All meetings of the Board shall be held at the call of the Chairman and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chairman, or in his absence, the Acting Chairman, may administer oaths and compel the attendance of witnesses.

~~C. Rules and Regulations, Records, Procedures, Limitations.~~ 176-2020-03

The Town Council shall have power to make and publish, by Council Resolution for time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that

~~fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or every amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.~~

~~1. Appeal of a Ruling of~~ Generally. There shall be a Zoning Administrator, with the responsibility to interpret the Zoning Ordinance and the authority to provide administrative relief from the provisions thereof. There shall also be a Board of Adjustment, with the responsibility to hear appeals of the decisions of the Zoning Administrator and ~~the authority to grant variances~~ from the provisions of the Zoning Ordinance. The word "Board" when used in this Section shall mean the Board of Adjustment.

A. Zoning Administrator.

1. The Community Development Director shall be the Zoning Administrator. If no person is then serving in said capacity, the Town Manager or authorized designee shall serve as the Zoning Administrator. ^{81_144_176_685}
- ~~2. Application for appeal to the Board of Adjustment for relief from the rulings of the Zoning Administrator of the Town, in which it is alleged there is an error in an order, requirement or decision made by the Zoning Administrator in the enforcement of the zoning ordinance, may be made by any aggrieved person or by any officer, department, board or bureau of the municipality affected by a decision of the Zoning Administrator by filing with the Zoning Administrator and with the Board, within thirty (30) days after the Zoning Administrator's ruling, a notice of appeal specifying the grounds thereof together with an application form and payment of the appeal prescribed in the Town of Paradise Valley Fee Schedule. The Community Development Director shall be the The Zoning Administrator for purposes of this article.~~

2. Variance ¹⁷⁶

- ~~a. The Board may authorize such variances from and exceptions to the strict application of the terms of this section as are in harmony with its general purposes and intents, if it shall find that the granting of such variances and exception will serve not merely as a convenience to the applicant but are necessary to alleviate some demonstrable hardship or difficulty so great as to warrant a variance under the circumstances.~~
- ~~b. The commencement of construction, alteration, repair, removal, or demolition of any building or structure without first obtaining a duly licensed building permit from the Town of Paradise Valley shall not constitute a demonstrable hardship under this section, and a variance shall not be granted for such reason alone.~~

3. Appeal From Board.

~~A person aggrieved by a decision of the Board, including a Town officer, may, at any time within thirty (30) days after the decision of the Board or, if reviewed by the Town~~

~~Council, within 30 days of the Town Council decision, bring a special action in the Superior Court of Maricopa County for the purpose of reviewing the Board's decision, pursuant to the "Rules of Procedure for Special Actions." Commencement of the special action shall not stay proceedings upon the decision appealed from unless the court shall otherwise order.~~

~~4. The Board of Adjustment May Not:~~^{176, 188}

~~a. Make any changes in the uses permitted in any zoning classification or zoning district, or make any changes in the terms of the Zoning Ordinance provided the restriction in this paragraph shall not affect the authority to grant variances.~~

~~b. Grant a variance if the special circumstances, hardship or difficulty applicable to the property are self-imposed by the property owner, or predecessor, special circumstances, hardship, or difficulty which arise out of misunderstanding or mistake are not grounds for a variance.~~

~~D. Zoning Code Interpretations:~~⁵⁸³

~~1. The Community Development Director shall be responsible for interpretation of the Paradise Valley Zoning Ordinance. Interpretations may be considered if there is a question of clarity of any development standard or other provision of this ordinance, or a review is required within the permitted use categories of a specified zone district. at all times, including upon receipt of a complete application therefore.~~

i. A complete application shall:

1. Be made on a form prescribed by the Zoning Administrator; and

2. ~~An application clearly stating~~ Clearly state the section requiring interpretation, or the characteristics of the desired use and ~~zone~~ zoning district in which it is proposed to be located ~~shall be;~~ and

3. Be submitted ~~on a form prescribed by the Community Development Director~~ along with payment of the required fee ~~before an interpretation will be made. All requests for written interpretations shall be filed in the Community Development Department.~~

ii. ~~3. The Community Development Director~~ Zoning Administrator shall issue a written interpretation within ten (10) working days of the submission of a ~~completed~~ complete application ~~and request for interpretation. All,~~

iii. Records of all interpretations shall be maintained ~~in the Community Development Department records.~~

iv. ~~4. Prior to determining that a use is permitted within a specific zoning district, the Community Development Director~~ Zoning Administrator shall

find that:

1. ~~a.~~ The use is described and included in the zoning district; or
2. ~~b.~~ The intensity of the use will not adversely affect other properties within the zoning district; ~~or~~ and
3. ~~c.~~ If there is more than one principal use, all of the principal uses are permitted and ~~that~~ the combination of uses will not alter the basic land use characteristics of each principal use or create a different use than that which would otherwise be prohibited.

~~E~~ Administrative Relief. ^{583_654}

3. ~~1.~~ The ~~Community Development Director~~ Zoning Administrator may authorize administrative relief ~~to a property owner in the Town of Paradise Valley~~ of up to ten (10) percent of any development standard contained in Article X, and for solar device installations only, Article XXII, of the ~~Town Zoning Code~~ Ordinance, unless specifically restricted elsewhere in this ~~ordinance. For gates on hillside properties, administrative relief may be authorized as described in subsection (i) below~~ Section. Administrative relief shall be ~~subject to~~ authorized in writing, with specific findings consistent with the following requirements ~~and limitations of this Section, upon receipt of a complete application therefore.~~

i. A complete application shall:

1. ~~a.~~ An application shall be submitted (and the fee set forth in the Town of Paradise Valley Fee Schedule, as such may be amended from time to time, shall be paid) by the property owner requesting administrative relief, Be made on a form prescribed by the Community Development Director for such, identifying Zoning Administrator; and
2. Clearly identify the proposed improvement to the property that is subject to the request; and
3. Be submitted along with payment of the required fee.

- ii. ~~b.~~ Notice shall be made by first class mail, postmarked at least five (5) days prior to the proposed date of determination by the ~~Community Development Director~~ Zoning Administrator, to adjacent property owners determined by the ~~Community Development Director as~~ Zoning Administrator to be potentially affected by the request for administrative relief;

iii. Prior to authorizing administrative relief, the Zoning Administrator shall find that:

1. ~~c.~~ The proposed improvement requiring relief will not be detrimental

to the property requesting relief, any adjacent property, or the Town;
~~as determined by the Community Development Director; and~~

2. ~~d.~~ The relief granted is the minimum required to meet the needs of the proposed improvement, ~~as determined by the Community Development Director; and~~

3. ~~e.~~ The relief ~~shall~~is not ~~be~~ contrary to the purpose and intent of ~~this ordinance; and~~ the Zoning Ordinance.

iv. ~~f.~~ Administrative relief related to a particular property may only be requested once during an eighteen (18) consecutive month period and only twice during the period of ownership by a recorded owner of the property; ~~the.~~ The term “owner” is to be interpreted for ~~purposes of this section~~ purpose to include any person, firm, corporation, partnership, joint venture, trust, or any related persons, parties, firms, corporations, partnerships, joint ventures or trusts, including any successor trusts where the beneficiaries included are the same as any of the persons included as an owner above or as a beneficiary of any preceding trusts.

v. ~~g.~~ The relief requested ~~is~~ shall be limited to livable primary and accessory structures and walls, gates, and fences. ~~It~~ Administrative relief is not applicable to:

1. ~~i.~~ New home construction, except to request relief related to an inadvertent error;i

2. ~~ii.~~ Properties that are subject to special use permits;i

3. ~~iii.~~ Floor area ratio limitations;i

4. ~~iv.~~ Tennis or other types of sport courts;i or

5. ~~v.~~ Gazebos or other similar structures.

vi. ~~h.~~ The ~~Community Development Director~~ Zoning Administrator may impose reasonable conditions upon any administrative relief granted, to ensure that the public health, safety, and general welfare are protected and substantial justice is done.

vii. ~~i.~~ Relief for gates on hillside properties may be allowed. ~~Such relief shall only be granted for the location,~~ to allow the gates to be as close as necessary to the property line when the topography of the lot precludes them from meeting the setback. Consideration shall be given to proper stacking of vehicles for public safety. No increase in height or size or other deviations ~~of~~ from the code shall be granted for gates on hillside properties.

B. Board of Adjustment.

1. ~~2. Any relief authorized by the Community Development Director shall be documented with findings consistent with the standards above and filed with the building permit records, subdivision case file, or other department files, as appropriate.~~ The Board shall consist of seven (7) members, each of whom shall be appointed for a term of three (3) years. Members of the Board shall be appointed by the Mayor subject to confirmation by majority vote of the Town Council.
 - i. All persons seeking to be appointed or re-appointed to a term on the Board shall file a written application for such appointment or re-appointment with the Mayor on or before the date set by the Town. However, this written application requirement does not apply to an appointment to serve the balance of a term that has become vacant.
 - ii. At its first meeting in April of each year, the Board shall elect one of its members to serve as its Chair, subject to approval by the Town Council. If the Chair is disapproved by the Town Council, the Board shall, at its next meeting after such Council disapproval, elect another member to serve as its Chair, subject to approval by the Town Council. If, for any reason, the position of Chair becomes vacant, then the Board at its next meeting after such position becomes vacant, shall elect a Chair for the remainder of the term, subject to approval of the Town Council. Each Chair shall be elected for a period of one (1) year, and no member shall serve as Chair for more than two (2) consecutive years.
2. Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. All meetings of the Board shall be open to the public. The Chair, or the Acting Chair in the absence of the Chair, may administer oaths and compel the attendance of witnesses.
3. The Town Council shall have power to make and publish, by Council Resolution from time to time, rules and regulations to govern Board proceedings and to carry into effect the provisions of this section. The Board shall keep minutes of its proceedings, showing the vote of each member upon every question, or if absent or failing to vote, indicating that fact, and shall also keep records of its examinations and other official actions. Every rule, regulation, or amendment or repeal thereof, and every order, requirement, decision, or determination of the Board shall immediately be filed in the office of the Board and in the office of the Town Clerk and shall be a public record.
4. The Board may grant variances from the provisions of the Zoning Ordinance.
 - i. A variance may be granted only upon finding by sufficient evidence:
 1. That there are special circumstances applicable to the property, which may include circumstances related to the property's size, shape, topography, location, or surroundings; and

2. That the special circumstances applicable to the property were not self-imposed or created by the property owner; and

3. That ~~the strict application of the~~ Zoning Ordinance will deprive the property of privileges enjoyed by other property of the same classification in the same zoning district.

ii. The Board may not grant a variance:

1. That will ~~make any changes in the uses permitted in any zoning classification or zoning district; or~~

2. ~~F. Appeals.~~⁵⁸³ That will constitute a grant of special privileges inconsistent with the limitations upon other properties in the vicinity and zoning district in which such property is located.

~~5. All decisions and interpretations by the Community Development Director performed in accordance with Section 2-5-3.E may be appealed to the Board of Adjustment in accordance with the procedures prescribed in Section 2-5-3.C. The~~ Board shall be responsible to hear appeals of the decisions of the Zoning Administrator, upon the receipt of a complete application therefore. A complete application shall:

i. Be made on a form prescribed by the Zoning Administrator; and

ii. Clearly identify the decision by the Zoning Administrator from which the applicant requests relief; and

iii. Be submitted along with payment of the required fee.

C. Appeal from the Board of Adjustment. A person aggrieved by a decision of the Board, at any time within 30 days of the decision or, if the decision is reviewed by the Town Council, within 30 days of that review, may bring a special action in the Superior Court of Maricopa County. Commencement of a special action shall not stay enforcement of the relevant decision, unless the Superior Court shall otherwise order.

From: [Hope Ozer](#)
To: [Lisa Collins](#)
Subject: Board of Adjustment Rules of Procedure
Date: Friday, May 27, 2022 4:22:44 PM
Attachments: [Board of Adjustment Script 5272022.docx](#)
[Appendix B - Variance Hearing Procedure 2022-04-26.docx](#)
[B of A Code of Conduct 5272022.docx](#)

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Dear Lisa,

It was a pleasure meeting with you and John Gaylord to help fine-tune the Rules of Procedure for the Board of Adjustment. John has a unique ability to synthesize information. I believe we made great progress in removing redundancies and making the document far more clear.

Having served on this board for 35 years, and once again serving as its chair, there are certain practices/documents that I believe would be prudent to incorporate going forward. I've taken the liberty of drafting, and with your input fine-tuning the following, which are attached:

- **Board of Adjustment Script:** A guide for current and future chairs to orient applicants and attendees at the hearing
- **Appendix B – Variance Hearing Procedure:** A procedural road map to be utilized by Board Members on each case being addressed Simply updated from the previous version. [My tech skills were challenged and I was having some formatting issues in section IV which will be addressed]
- **B of A Code of Conduct:** As rulings by this board may be appealed to the Superior Court, it is prudent that there be an appropriate Code of Conduct for members.

I would appreciate it if you would review these drafts and pass them along to Council for their approval. As we have our next B f A meeting on June 1, time is of the essence.

Have a fabulous Memorial Day weekend.

Thanks!

Warm regards,
Hope

Hope H. Ozer
hope@phoenixmanhattan.com
602.284.2222 cell

Town of Paradise Valley Board of Adjustment

Board Members Code of Conduct

- I. Board members must attend a training session.
- II. In order to assure a quorum, Board members are requested to advise staff within two (2) days of receipt of packet of their intention to attend or not attend.
- III. Board members are to attend meetings in person unless out of town or under extenuating circumstances.
- IV. If attending via Zoom, live camera is to be turned on including member's identity.
- V. Board members must visit the property within prescribed window in advance of the meeting.
- VI. Board members are to be familiar with the order of procedure, including having the "Variance Hearing Procedure" document with them at meetings.
- VII. As rulings made by the Board may be appealed to the Superior Court of the State of Arizona, it is vital that procedures are beyond reproach.
- VIII. Thus, staff are to be addressed as Ms. or Mr. rather than by first names.

BOARD OF ADJUSTMENT CHAIRPERSON'S SCRIPT

Chair:

- I hereby call the [**Month, Day, Year**] meeting of the Town of Paradise Valley Board of Adjustment to order and welcome you all!
- I am Hope Ozer, Chair of the Board
- Board members, please introduce yourselves.
- Staff liaison [Mr. Zuganelis], please introduce the staff members present.

Chair:

- The Board of Adjustment is a quasi-judicial body that rules on variances to the Paradise Valley zoning ordinance. We are governed by Arizona State Statute defining under what circumstances we are empowered to provide those variances from the provisions of the Zoning Ordinance.
- Rulings and previous rulings of this Board do not set precedence. Each request is reviewed on its own merits and each decision of the Board is based on the specifics of the property and the requested variance.
- For the benefit of those in attendance, here is an overview of how we will proceed:
 - When the case is called, Town staff will make a presentation with questions from the board.
 - Next, you as the applicant or your representative will present with questions from the board.
 - I will then **OPEN the public hearing** and ask for those who wish to speak in favor of the application, followed by those who wish to speak in opposition to the application.
 - I will then **CLOSE the public hearing**.
 - The board will deliberate, proceed to a motion, and vote.
- When you approach the podium, please speak into the microphone and state your name and Town or City of residence.
- Board decisions may be appealed to the Superior Court of the State of Arizona within 30 days of a decision made by the Board.
- You are free to remain in the chambers after the ruling if you wish. We will by no means be insulted if you choose to leave. We will then move onto the next order of business.



Action Report

File #: 22-222

TO: Mayor Bien-Willner and Town Council Members

FROM: Jill B. Keimach, Town Manager
Duncan Miller, Town Clerk

DEPARTMENT: Town Manager

AGENDA TITLE:
Consideration of Requests for Future Agenda Items

Council Goals or Other Policies / Statutory Requirements:
Resolution 2018-09: Town Council Rules of Procedure

RECOMMENDATION:
Review the current list of pending agenda topics.

SUMMARY STATEMENT:
Attached is the most recent Town Council Study Session Topic Schedule. Pursuant to the Council's Rules and Procedures, as adopted by Resolution Number 2018-09, any member of the Council may move to have the Town Manager add an item to a future agenda. Upon concurrence of two or more Council Members, which may include the Mayor, the item will be added to the pre-business meeting study session agenda within the next two regularly scheduled Town Council meetings.

Discussion on the motion to add an item to a future agenda shall be limited to the propriety of placing the item on an agenda and shall not include discussion on the merits of the topic itself.

BUDGETARY IMPACT:
None

ATTACHMENT(S):
Future agenda topics schedule

TOWN COUNCIL STUDY SESSION TOPIC SCHEDULE
June 3, 2022

TBD	09/08	09/22	10/13
Special Meeting Canvass of the Election	3 PM EXECUTIVE SESSION 4 PM STUDY SESSION <ul style="list-style-type: none"> Casa Blanca Estates Subdivision Wall Investment Policy Committee Update Human Resources Manual and Benefits Cell Service Infrastructure Improvements [Not 5G related] and Cell Task Force Update Scottsdale Plaza Resort SOD PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS <ul style="list-style-type: none"> Construction Contract for 54th St/Solano Dr Drainage Improvements 	3 PM EXECUTIVE SESSION 4 PM STUDY SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS <ul style="list-style-type: none"> Casa Blanca Estates Subdivision Wall 	3 PM EXECUTIVE SESSION 4 PM STUDY SESSION PRESENTATION CONSENT PUBLIC HEARING ACTION ITEMS

10/27	11/10	12/08	01/12
3 PM EXECUTIVE SESSION	3 PM EXECUTIVE SESSION	3 PM EXECUTIVE SESSION	Swearing in Ceremony for New Council Term
4 PM STUDY SESSION	4 PM STUDY SESSION	4 PM STUDY SESSION	
PRESENTATION	PRESENTATION	PRESENTATION	
CONSENT	CONSENT	CONSENT	
PUBLIC HEARING	PUBLIC HEARING	PUBLIC HEARING	
ACTION ITEMS	ACTION ITEMS	ACTION ITEMS	

<u>Items to be scheduled*</u> <ol style="list-style-type: none"> SUP Guidelines (Community Development) Cell Infrastructure on SUP Crown Castle Agreement (Attorney) Mockingbird Ln Project – Lincoln to McDonald (Engineering) Master Fee Schedule Update (Finance) General Code Cleanup (Community Development) Investment Committee (Finance) 	<ol style="list-style-type: none"> Alarm Ordinance (Police Department) Sanitary Sewer – Executive Session (Attorney) Council Minutes Policy (Town Clerk) Cell Tower Lease on Public Works Building Parking in the Right of Way (Pad Treatments) Voluntary Water Conservation Outreach and Education Fire Replacement Vehicle per Phoenix Contract Ordinance 2022-03 Report on Implementation and Effectiveness (01/27/2023) Council Retreat (January 2023) Committee Updates (Town Clerk)(Jan – Mar) Montessori School Art Exhibit Feb 23
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*Numbering does not reflect priority or order in which items will be scheduled