

When recorded please return to:  
BOARD OF SUPERVISORS  
Clerk of the Board  
219 East Cherry Ave  
Flagstaff, AZ 86001

**RESOLUTION NO. 2023-56**

**A RESOLUTION OF THE COCONINO COUNTY  
BOARD OF SUPERVISORS APPROVING AN AMENDED  
FINAL PLAT OF KAIBAB ESTATES SUBDIVISION**

**WHEREAS**, the final plat for the 128-lot Kaibab Estates West subdivision was recorded in 1961; and

**WHEREAS**, Martin Martin of Martin Land Surveys, Bellemont, Arizona filed an application for an amended final plat of Kaibab Estates West subdivision (Case No. SUB-23-039) on behalf of the property owner, Ancheta Gilbert of Ash Fork, Arizona to allow Lot 52 located at 789 W Grand Blvd, Williams, Arizona also identified as Assessor's Parcel Number 206-16-028 to be divided into two (2) lots designated as Lot 52A and Lot 52B; and

**WHEREAS**, the amended final plat conforms to the requirements of the Subdivision Ordinance and the Zoning Ordinance;

**NOW THEREFORE BE IT RESOLVED** that the Coconino County Board of Supervisors approves the Kaibab Estates West Amended Final Plat of Lot 52 (attached).


**APPROVED AND ADOPTED** this 24<sup>th</sup> day of October 2023 by the following vote:

**AYES:** 3  
**NOES:** 0  
**ABSENT:** 2

**COCONINO COUNTY BOARD OF SUPERVISORS**

  
\_\_\_\_\_  
Jeronimo Vasquez, Chair

ATTEST:

  
\_\_\_\_\_  
Clerk, Board of Supervisors

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy County Attorney







**RESOLUTION 2023-58**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF COCONINO COUNTY,  
ARIZONA, FOR APPROVAL OF FISCAL YEAR 2024 REVENUE FOR STATE  
FUNDED PROGRAMS**

Arizona Supreme Court, Administrative Office of the Court  
FY 2024 Funding Agreement

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$1,480,600.00 (\$48,900 retained funds) for Standard Probation Supervision and corresponding salary and employee related expenses; and

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$1,341,000.00 (\$75,900 retained funds) for Adult Intensive Probation Supervision and corresponding salary and employee related expenses; and

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$260,538.00 for the Community Punishment Program, CJEF Sex Offender and CJEF Substance Abuse and corresponding salary and employee related expenses and client treatment services; and

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$143,602.00 for the Drug Treatment and Education Fund and corresponding salary and employee related expenses and client treatment services; and

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$79,362.00 for the Recovery Court and corresponding client treatment services; and

**Whereas**, the Administrative Office of the Courts has authorized funding for FY 2024 of \$10,000.00 (\$10,000 retained funds) for Transferred Youth assistance and corresponding client treatment services; and

**Whereas**, this funding supports programs that are grounded in evidence-based practices that have been proven to reduce recidivism and promote public safety.

**THEREFORE**, the Coconino County Board of Supervisors approves the funding agreement for FY 2024 revenue in the following state funded programs: Standard Probation Supervision, Adult Intensive Probation Supervision, Community Punishment Program/CJEF Sex Offender/CJEF Substance Abuse, Drug Treatment and Education Fund, Transferred Youth, and Recovery Court consistent with each enhancement provided above.

DATED, this 24<sup>th</sup> day of October, 2023.


AYES: 3  
NOS: 0  
ABSENT: 2

(SEAL)



**COCONINO COUNTY BOARD OF SUPERVISORS**

By:   
Jeronimo Vasquez, Chair

ATTEST:  
  
Lindsay Daley, Clerk of the Board

**Approved as to form:**

  
Erin Anding, Deputy County Attorney

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WHEN RECORDED, PLEASE RETURN TO:

Board of Supervisors  
Clerk of the Board  
219 E. Cherry Avenue  
Flagstaff, Arizona 86001

copy of illustrations can  
be found with the Community  
Development Department

**RESOLUTION NO. 2023-50**

**A RESOLUTION OF THE COCONINO COUNTY  
BOARD OF SUPERVISORS APPROVING AN EASEMENT AND RIGHT OF  
ENTRY AGREEMENT BETWEEN THE ARIZONA SNOWBOWL AND  
COCONINO COUNTY FOR THE INSTALLATION AND MAINTENANCE OF A  
FT. VALLEY WAY FINDING SIGN**

**WHEREAS**, the Ft. Valley sign is located at 9300 N. Snowbowl Road and is identified as Assessor's Parcel Number 300-37-008H and;

**WHEREAS**, the Arizona Snowbowl has partnered with the County agreeing to allow the County to place the sign on said parcel and;

**WHEREAS**, the County will pay for the cost of the sign and installation as well as ongoing maintenance costs and;


**NOW THEREFORE BE IT RESOLVED** that the Coconino County Board of Supervisors approves the Right of Entry Agreement for the installation and maintenance of the sign.

**PASSED AND ADOPTED** this 26<sup>th</sup> day of September, 2023.

**AYES:** 3  
**NOES:** 0  
**ABSENT:** 2

**COCONINO COUNTY BOARD OF SUPERVISORS**

(SEAL)



\_\_\_\_\_  
Jeronimo Vasquez, Chair

**ATTEST:**

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Lindsay Daley, Clerk of the Board



\_\_\_\_\_  
Deputy County Attorney

## EASEMENT AND RIGHT OF ENTRY AND ACCESS AGREEMENT

This Agreement (“Agreement”) for Easement and Right of Entry and Access is entered into between Arizona Snowbowl Resort, LP, a company organized and existing under the laws of the State of Arizona and located at 9300 North Snowbowl Road, Flagstaff, AZ 86002 (“Grantor”) and COCONINO COUNTY, a political subdivision of the State of Arizona, 219 East Cherry Avenue, Flagstaff, Arizona (“County”) (collectively, “Parties”).

### RECITALS

- A. Grantor is the owner of the real property legally described in Exhibit A (“Property”).
- B. The County desires Grantor’s authorization for the County, its contractors and subcontractors and their respective employees and agents (“County Contractors”) to enter upon and use the Property for the limited purpose of installing, maintaining, improving, and removing a sign as described in Exhibit B (the “Sign”), at the specific location within the Property as shown on Exhibit C.
- C. The County desires to obtain a non-exclusive easement over, upon, and across the real property of Grantor more particularly described in Exhibit A for the purposes of constructing, maintaining, improving, and removing the Sign.
- D. Grantor and the County are entering into this Agreement to establish an easement and the terms and conditions on which the County may have access to and conduct activities on the Property.

### AGREEMENTS

1. Payment  
County agrees to pay Grantor \$1 and other good and valuable consideration.
2. Scope  
Grantor does hereby grant and convey unto the County, its successors and assigns, a non-exclusive easement and right of way and access (the “Easement”) over, upon, and across the real property owned by Grantor, more particularly described in Exhibit A, which are attached hereto and incorporated by reference. The Easement shall run with the land and is binding upon Grantor, its successors and assigns, until termination of this Agreement and the recordation of the Release of Easement pursuant to Section 5 of this Agreement.



Grantor agrees to provide reasonable, non-exclusive access to the Property to the County and the County Contractors to enter upon and use the Property for the limited purpose of installing, maintaining, improving, and removing the Sign. Per the zoning ordinance, wayfinding signs are exempt from most provisions of the ordinance and are limited to 20 square feet in size.

3. Notice

The County will provide Grantor at least 24 hours written notice each time County and County Contractors desire to enter the Property. The notice will include: (i) the time, date and duration of the entry; and (ii) the names of all County employees, contractors or subcontractors that will enter the Property.

4. Term

This Agreement is effective upon approval by the County Board of Supervisors and is effective for a term of ten (10) years, with two optional ten (10) year renewals.

5. Termination

This Agreement will terminate upon either Party providing a 60-day notice of termination to the other Party. Upon termination of this Agreement, the County agrees to remove the Sign within a reasonable time following termination. Additionally, the County shall, at Grantor's request, execute, acknowledge, and record a Release of Easement, to Grantor or Grantor's successor in interest.

6. Mutual Indemnification

Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage relating to the exercise of or use of the Property and/or the Sign, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other faults of the Indemnitor, its officers, officials, agents, employees, or volunteers; and each party agrees to carry adequate insurance to cover damages or for their respective losses.

7. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. Grantor and any of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Grantor or of its subcontractors who work on the contract to ensure that Grantor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

8. Certification Pursuant to A.R.S. § 35-393.01

If Grantor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Grantor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

9. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

10. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

11. Non-discrimination

Grantor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

12. Forced Labor of Ethnic Uyghurs

If Grantor engages in for-profit activity and has ten (10) or more employees, pursuant to A.R.S. §35-394, the Grantor certifies that it does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Grantor becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify the County within five business days after becoming aware of the noncompliance. If the Grantor does not provide the County with a written certification that the Grantor has remedied the noncompliance within 180 days

after notifying the County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

13. Entire Agreement

This Right of Entry and Access Agreement shall constitute the entire Agreement between the Parties.

14. Amendments

Any amendments to this Right of Entry shall be in writing and approved by both Parties.

15. Contacts

Contacts for the County and the Grantor are as follows:

County: Jay Christelman  
Community Development Director

Grantor: Rob Linde  
General manager  
at Arizona Snowbowl  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

**GRANTOR:**

Arizona Snowbowl Resort, LP, a company organized and existing under the laws of the State of Arizona and located at 9300 North Snowbowl Road, Flagstaff, AZ 86002

By Rob Linde

Printed Name: Rob Linde, GM

Date Signed: 10/24/23

**COCONINO COUNTY:**

By   
Chairperson, Board of Supervisors

ATTEST:

  
Clerk of the Board

APPROVED AS TO FORM:

  
Deputy County Attorney

**Exhibit A**

**(APN 300-37-008H)**

The following is a description of a parcel of land being a portion of the parcel described in instrument #3835723, Records of Coconino County (RCC) and located in the Southeast quarter of Section 23, Township 22 North, Range 6 East, G&SRM, Coconino County, Arizona and is more particularly described as follows:

**BEGINNING** at an Arizona Department of Transportation aluminum cap marked P.O.T 372+00.00 on the northerly line of US Highway 180, from which the southwest corner of the parcel described in instrument #3835723, RCC, monumented with a half inch rebar, bears South 87° 46' 17" West, a distance of 242.47 feet;

**THENCE** South 87° 46' 17" West, along the southerly line of said parcel and northerly line of said right of way (Basis of Bearings), a distance of 25 feet;

**THENCE** North 02° 13' 43" West, a distance of 25 feet;

**THENCE** North 87° 46' 17" East, a distance of 25 feet;

**THENCE** South 02° 13' 43" East, a distance of 25 feet, to the north line of US Highway 180 and the **TRUE POINT OF BEGINNING** of this description.

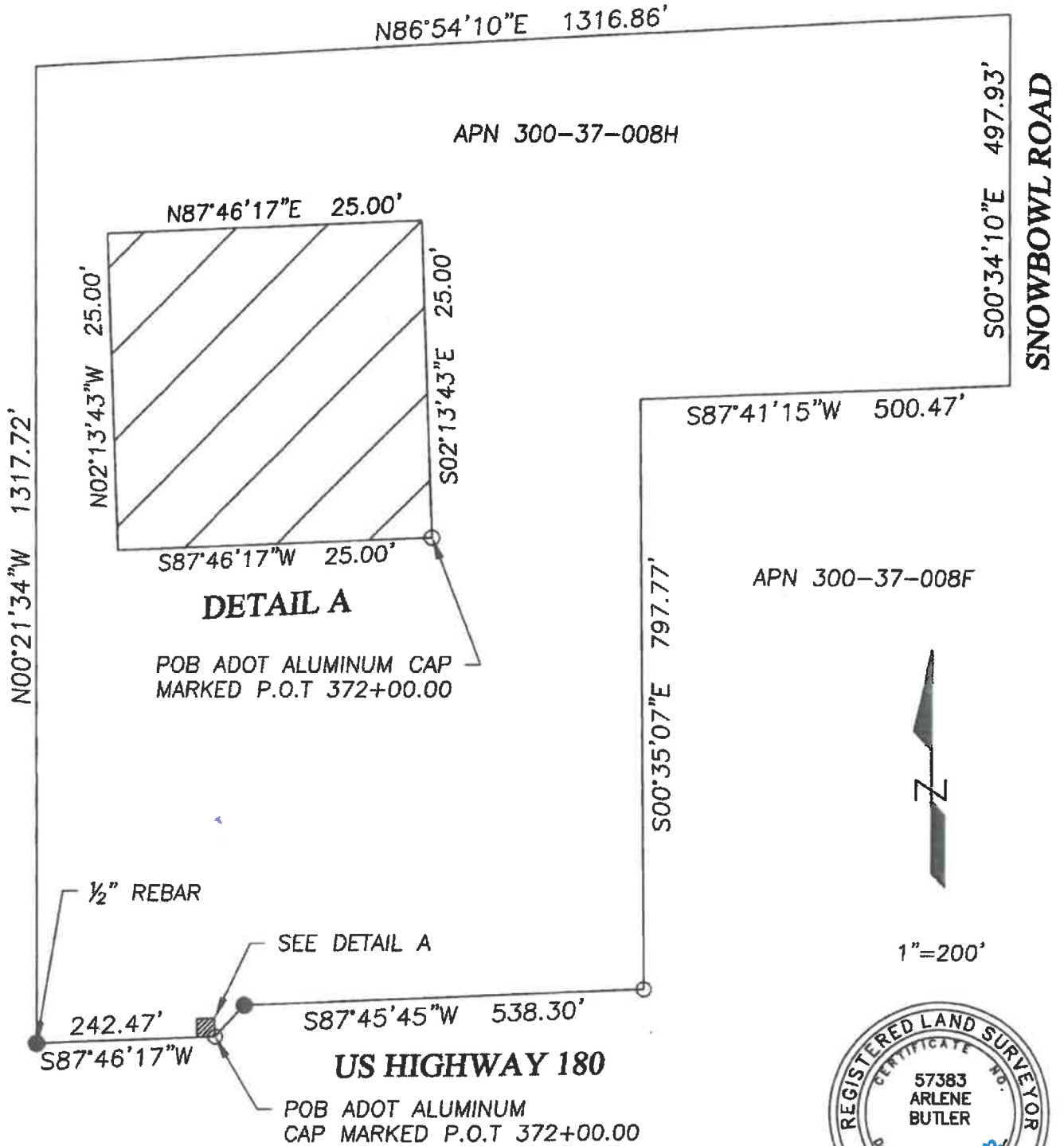
The parcel described above contains 625 square feet.

For a drawing of the parcel described above, see the attached **EXHIBIT B**, which by this reference is made a part hereof.



**EXHIBIT B**

**A PORTION OF THE PARCEL DESCRIBED IN INSTRUMENT #3835723  
AND LOCATED IN THE SE 1/4 OF SEC 23, T22N, R6E,  
G&SRM, COCONINO COUNTY, ARIZONA**



1"=200'





Name: Fort Valley

Date: 01.17.2023

INV #: 00000

Rev #: 0

CUSTOMER'S APPROVAL

- Approved
- Approved with Changes
- Revise and Proof Again

Signature \_\_\_\_\_  
Date \_\_\_\_\_

SIGN SPECS

Radius Corners  in.

Holes Punched

Center Top & Bottom

All Four Corners

Hems  Grommets

PRODUCTION STAGES

- Design  Material
- Printed/ Cut
- Production  Install

**DONE**  
Signature \_\_\_\_\_ Date \_\_\_\_\_

# Signarama

2333 E. Spruce Avenue,  
Flagstaff, AZ 86004

Ph: (928) 714-0740  
Email: signs@sarflagstaff.com  
Web: www.SARflagstaff.com

5

76.68 in

60 in



## Concept Monument Sign

This design and drawing submitted for your review and approval is the exclusive property of signarama. It may not be reproduced, copied, exhibited or utilized for any purpose, in part or in whole by any individual inside out outside without written consent of signarama.

Color :



Notes:



# Parcel Viewer Map



9/15/2022, 9:31:21 AM

County Boundary

Secondary

County Land Ownership

Addresses

Coconino County Parcels

Private

Primary



Mapas, Microsoft, County of Yavapai, Esri, HERE, Garmin, GeoTechnologies, Inc.

This is not a legal document. No warranty of accuracy is given or implied.

Coconino County GIS