

**NOTICE OF REGULAR MEETING  
OF THE CAREFREE TOWN COUNCIL**

**WHEN:** TUESDAY, MARCH 7, 2023

**WHERE:** CAREFREE TOWN COUNCIL CHAMBERS  
33 EASY STREET, CAREFREE, AZ 85377

**LIVESTREAM:** CAREFREE YOUTUBE CHANNEL  
<https://youtu.be/Afuj9zAvVDw>

**TIME:** 5:00 P.M.

Pursuant to A.R.S. 38-431.02, notice is hereby given to the members of the Town Council of the Town of Carefree, Arizona and to the general public that the members of the Town Council will hold a meeting open to the public. For any item listed on the agenda, the Council may vote to go into Executive Session for advice of counsel and/or to discuss records and information exempt by law or rule from public inspection, pursuant to Arizona Revised Statutes §38-431.03.

The agenda for the meeting is as follows:

**CALL TO ORDER**

**ROLL CALL**

*A members of the Council may participate by technological means or methods pursuant to A.R.S. §38-431(4).*

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

All items listed hereunder are considered to be routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a council member so requests, in which event the item will be removed from the consent agenda and will be discussed separately:

- ITEM #1** Approval of the February 3, 2023 Town Council Visioning Workshop.
- ITEM #2** Approval of the February 7, 2023 Town Council Regular Meeting Minutes.
- ITEM #3** Acceptance into the public record of the February, 2023 paid bills.
- ITEM #4** Acceptance of the cash receipts and disbursements report for January, 2023.

**CALL TO THE PUBLIC**

**ITEM #5** Call to the Public: Consideration of comments from the public. Pursuant to Section 2-4-7(G) of the Town Code and A.R.S. 38-431.01(H), those wishing to address the Council need not request permission in advance. The public may address the Council on matters not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, direct staff to study the matter, reschedule the matter for further consideration and decision at a later date, or may ask that a matter be put on a future agenda. However, the Council may not discuss or take legal action at this time. Please limit your comments to not more than 3 minutes.

**REGULAR AGENDA:**

**ITEM #6** Current Events.

**ITEM #7** Presentation by Mayor Crane, Vice Mayor Cheryl Kroyer, and Members of Town Council thanking the 4 outgoing Planning and Zoning Commissioners Heather Burgett, Phil Corso, Dan Davee, and Lyn Hitchon.

**ITEM #8** Review and discussion to amend then Planning and Zoning Code Section 3.02 Planning and Zoning Commission and Section 3.03 Development Review Board to set out term limits for each.

**ITEM #9** Review, discussion and possible action to Authorize Capital Improvement Funds for Final Plan Development for Pedestrian Crosswalk Improvements Project.

**ITEM #10** Review, discussion and possible action to authorize the Mayor to execute a Joint Agency Agreement (JAA) for three Maricopa Association of Governments (MAG) funded crosswalk improvements all on Tom Darlington Drive to include Wampum Way, Ridgeview Place, and Cave Creek Road.

**ITEM #11** Adjournment.

DATED this 28<sup>th</sup> day of February, 2023.

TOWN OF CAREFREE

BY: Kandace French Contreras  
Kandace French Contreras, Town Clerk/Treasurer

Items may be taken out of sequence.

Council meeting are now broadcast live via the Town of Carefree YouTube channel:  
[@CarefreeAZgov](https://www.youtube.com/@CarefreeAZgov)

LIVESTREAM LINK: <https://www.youtube.com/watch?v=Afuj9zAvVDw>

Connect with us!



Subscribe: <https://carefree.org/subscribe>

Email: [info@carefree.org](mailto:info@carefree.org)

Website: [www.carefree.org](http://www.carefree.org)

Social Media: [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

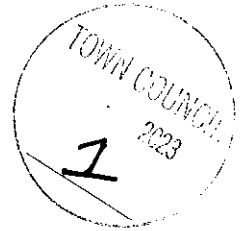
Download our App: Carefree Connection - Available on [Google Play](#) & [Apple](#)



**FOR SPECIAL ACCOMMODATIONS**

Please contact the Town Clerk, 8 Sundial Circle (PO Box 740), Carefree, AZ 85377; (480) 488-3686, at least three working days prior to the meeting if you require special accommodations due to a disability.

**MINUTES OF THE VISIONING WORKSHOP  
OF THE CAREFREE TOWN COUNCIL**



**WHEN:** TUESDAY, FEBRUARY 3, 2023

**WHERE:** CAREFREE TOWN COUNCIL CHAMBERS  
33 EASY STREET, CAREFREE, AZ 85377

**TIME:** 2:00 P.M.

**Town Council Attending:**

Mayor John Crane  
Vice Mayor Cheryl Kroyer  
Sheila Amoroso  
Vince D'Aliesio  
Tony Geiger  
Stephen Hatcher  
Mike Johnson

**Town Council Absent:**

None

**Staff Present:**

Gary Neiss, Town Administrator; Matt Lehrman, Social Prosperity Partners.

Mayor Crane called the workshop to order at 2:00 p.m.

**ITEM #1 Council visioning workshop.**

The Council participated in a visioning workshop lead by Matt Lehrman of Social Prosperity Partners Coach to strategically address complex matters to provide the council members with a roadmap for future goals and strategies.

**ITEM #2 Adjournment.**

Workshop adjourned.

***ADJOURNED AT 4:38 P.M.***

DATED this 8<sup>th</sup> day of February, 2023.

TOWN OF CAREFREE

BY:

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Kandace French Contreras, Town Clerk/Treasurer

TOWN OF CAREFREE

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John Crane, Mayor

Attest:

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Kandace French Contreras, Town Clerk/Treasurer

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Council Workshop held February 3, 2023. I further certify that the workshop was duly called and held and that a quorum was present.

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Kandace French Contreras, Town Clerk

**MINUTES OF THE REGULAR MEETING  
OF THE CAREFREE TOWN COUNCIL**



**WHEN:** TUESDAY, FEBRUARY 7, 2023

**WHERE:** CAREFREE TOWN COUNCIL CHAMBERS  
33 EASY STREET, CAREFREE, AZ 85377

**TIME:** 5:00 P.M.

**Town Council Attending:**

Mayor John Crane  
Vice Mayor Cheryl Kroyer  
Sheila Amoroso  
Vince D'Aliesio (*Telephonic*)  
Tony Geiger  
Stephen Hatcher  
Mike Johnson

**Town Council Absent:**

None

**Staff Present:**

Gary Neiss, Town Administrator; Michael Wright, Town Attorney; Stacey Bridge Denzak, Director of Planning and Zoning; Steve Prokopek, Economic Development Director; Kandace French Contreras, Town Clerk, Treasurer.

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

Bob Morris, Mayor of Cave Creek, led the Council in the Pledge of Allegiance.

**CONSENT AGENDA**

**ITEM #1** Approval of the January 3, 2023 Town Council Regular Meeting Minutes.

**ITEM #2** Acceptance into the public record of the January, 2023 paid bills.

**ITEM #3** Acceptance of the cash receipts and disbursements report for November, 2022.

**ITEM #4** Acceptance of the cash receipts and disbursements report for December, 2022.

**MOTION:** Vice Mayor Kroyer made a motion to approve the Consent Agenda as one item.

**SECOND:** Council Member D'Aliesio.

VOTE: Approved 7-0.

<b>Voting Member</b>	<b>Aye/Nay</b>
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye

**CALL TO THE PUBLIC**

**ITEM #5 Call to the Public.**

The following members of the public appeared and spoke.

**Tom Radde** – Carefree, AZ. Thanked the Council for the speed bumps installed on Bloody Basin and expressed the increase in safety and decrease in speeding traffic.

**Rich Christopher** – Carefree, AZ. Thanked the Council for the installation of speed bumps on Blood Basin and detailed the decreased traffic, speeders and increased safety to residents.

**REGULAR AGENDA:**

**ITEM #6 Current Events.**

Vice Mayor Kroyer presented information on the first Garden Seminar will be February 11<sup>th</sup> on Water Conservation and Efficiency.

**ITEM #7 Presentation by the Town of Cave Creek regarding the evolution of fire and emergency services.**

Jim Ford, Fire Chief Retired/Consultant, presented information regarding the reasoning and decision factors why the Town of Cave Creek chose to move to Automatic Aid.

Public Comment –

**George Nelson** – Carefree, AZ. Spoke out against Automatic Aid and primary property tax.

**Jan Neal** – Carefree, AZ. Spoke against Automatic Aid and primary property tax.

**Mark Siloko** – Rural Metro. Spoke against the need for Automatic Aid.

**Tim Soule** – Rural Metro. Spoke against the need for Automatic Aid.

As this was a presentation only, no motions were made.

*(Taken out of Order)*

**ITEM #10** Review, discussion and possible action for a street closure on Easy Street and HoHum on Sunday March 5, 2023 from 7:00 a.m. to 4:00 p.m. for the All Porsche Grand Display at Carefree Town Center Car Show.

Approved.

**ITEM #8** Appointment of the Planning and Zoning Commission members.

Available applicants made brief introductions to the Council Members. After two rounds of voting by the Council, the following applicants were appointed to the Planning and Zoning Commission -

Peter Burns  
Thomas B. Cross  
Karen Dahlman  
Susie Dymoke  
Ralph Ferro  
Mary Roberts  
Sharon P. Smith

Mayor Crane thanked all the applicants for their interest and encouraged them to continue their interest and involvement in other areas of service to the Town of Carefree.

*(Taken out of Order)*

**ITEM #11** PUBLIC HEARING – Review and discussion regarding amendment to the Carefree, Arizona - Code of Ordinances (Town Code) related to the repeal and replacement of Article 6, Offenses, Chapter 6-8 Short-Term Rentals Responsible Party Requirements and other Violations to align with recently passed state legislation. *(Second Reading)*.

Planning Director, Stacey Bridge – Denzak presented the proposed ordinance to the Council and reminded them it was the second reading. She outlined the changes since the first reading in January.

PUBLIC HEARING WAS OPENED

Public Hearing Comment –

**Paul Sharman** – Carefree, AZ. Spoke in support of the Code change and his experience with a nearby short term rental.



**Sue Hardie** – Carefree, AZ. Agrees with the Code changes but had four questions relating to reporting and safety.

PUBLIC HEARING WAS CLOSED.

MOTION: Council Member Geiger made a motion to approve the code changes.

SECOND: Council Member Hatcher.

VOTE: Approved 7-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye

*(Taken out of Order)*

**ITEM #12 PUBLIC HEARING – Review and discussion regarding amendment to the Carefree, Arizona - Code of Ordinances (Town Code) related to amending Chapter 6 Offenses, Article 6-2 Nuisances, Section 6-2-4 Noise, to align with the new Short-Term Rentals and Vacation Rentals Ordinance.**

Planning Director, Stacey Bridge – Denzak presented the proposed ordinance to the Council and explained how this change was brought about and tied into the amendments in Agenda Item #11 above.

MOTION: Council Member Geiger made a motion to approve the code changes as set forth.

SECOND: Council Member Johnson.

VOTE: Approved 7-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye

Mike Johnson	Aye
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*(Taken out of Order)*

**ITEM #13 PUBLIC HEARING – Review and discussion regarding amendment to the Carefree, Arizona - Code of Ordinances (Town Code) related to amending Chapter 6 *Offenses*, Article 6-5 *Curfew Hours for Minors*, Section 6-5-2 *Offenses* to align with the new *Short-Term Rentals and Vacation Rentals Ordinance*.**

Planning Director, Stacey Bridge – Denzak presented the proposed ordinance to the Council and explained how this change was brought about and tied into the amendments in Agenda Items #11 and #12 above.

MOTION: Council Member Johnson made a motion to approve the code changes as set forth.

SECOND: Council Member Hatcher.

VOTE: Approved 7-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D’Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye

**ITEM #9 Review, discussion and possible action to approve the Redevelopment Plan Executive Summary.**

Economic Development Director, Steve Prokopek, presented the Redevelopment Plan Executive Summary to the Council and went over specific areas of interest.

MOTION: Vice Mayor Kroyer made a motion to approve the Plan.

SECOND: Council Member D’Aliesio.

VOTE: Approved 7-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye

Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye

**ITEM #14 Adjournment.**

MOTION: Vice Mayor Kroyer made a motion to approve the Plan.

SECOND: Council Member D'Aliesio.

VOTE: Approved 7-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Tony Geiger	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye

***ADJOURNED AT 8:38 P.M.***

DATED this 8<sup>th</sup> day of February, 2023.

TOWN OF CAREFREE

BY:

\_\_\_\_\_  
Kandace French Contreras, Town Clerk/Treasurer

TOWN OF CAREFREE

\_\_\_\_\_  
John Crane, Mayor

Attest:

---

Kandace French Contreras, Town Clerk/Treasurer

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held February 7, 2023. I further certify that the meeting was duly called and held and that a quorum was present.

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Kandace French Contreras, Town Clerk

# Check Register Report



ALL CHECKS FEBRUARY 2023

Date: 02/24/2023  
Time: 2:12 pm  
Page: 1

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>NATIONAL BANK OF ARIZONA Checks</b>							
49046	02/03/2023	Printed		3504	AAA SMART HOME	Maint Shop Sec Sys 11/21-1/22	392.19
49047	02/03/2023	Printed		3717	ALL DRY VALLEY OF THE SUN	Remediation Kiwanis Bld-1 -50%	660.22
49048	02/03/2023	Printed		3595	AMAZON CAPITAL SERVICES	Office Sup,WIFI App,EmergBatt.	2,355.57
49049	02/03/2023	Printed		1470	BROWN & ASSOCIATES	Jan 23 Bld Insp 106.5 Hrs	7,455.00
49050	02/03/2023	Printed		3699	CANON FINANCIAL SERVICES, INC	Large Format Copier Feb 2023	101.43
49051	02/03/2023	Printed		0389	CAREFREE WATER COMPANY, INC	FEB23 Water All Depts	2,973.92
49052	02/03/2023	Printed		3299	CIRCLE K UNIVERSAL	Jan 23 Gasoline All Depts	1,110.37
49053	02/03/2023	Printed		1329	COLONIAL SUPPLEMENTAL INS	Jan 23 Supplemental Ins	74.90
49054	02/03/2023	Printed		1460	COX COMMUNICATIONS	Feb 23 Town Internet & Phones	1,035.60
49055	02/03/2023	Printed		3704	EMS CONSULTING GROUP	Sign CollectionService Final	6,750.00
49056	02/03/2023	Printed		1320	KARSTEN'S ACE HARDWARE	Jan 23 Pub Wrks Matls	26.30
49057	02/03/2023	Printed		3611	KRAETZ, JOHN	Jan 23 Fire Construct Consult	112.50
49058	02/03/2023	Printed		983	MARICOPA COUNTY ANIMAL CONTROL	3rd Qtr FY23 Animal Control	466.75
49059	02/03/2023	Printed		3221	NATIONAL BANK OF ARIZONA	TPT TaxTrk Rpr,ICC CodeManuals	7,104.18
49060	02/03/2023	Printed		3015	NOTHING BUT NET	Feb 23 Comp Maint Agreements	1,530.87
49061	02/03/2023	Printed		2025	QUADIENT FINANCE USA	Court Postage Meter Postage	500.00
49062	02/03/2023	Printed		3010	REPUBLIC SERVICES #753	Feb 23 Trash Pickup Town Hall	605.98
49063	02/03/2023	Printed		3010	REPUBLIC SERVICES #753	Jan 23 Shop 40 Yrd Rolloffs	207.18
49064	02/03/2023	Printed		1075	SHERMAN & HOWARD LLC	General Legal thru 12/31/22	5,790.00
49065	02/03/2023	Printed		1947	STUCKEY, KEVIN	Court Security 1-30-23	60.00
49066	02/03/2023	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Feb 23 Town Copier Maint&Lease	369.00
49067	02/03/2023	Printed		3115	VERIZON WIRELESS	Jan 23 Moile Phones All	392.48
49068	02/10/2023	Printed		3717	ALL DRY VALLEY OF THE SUN	Remediation Maint Shop Last	660.24
49069	02/10/2023	Printed		0300	ARIZ PUBLIC SERVICE	Feb 23 Electric All Depts	2,243.06
49070	02/10/2023	Printed		3463	BUSTAMANTE & KUFFNER PC	Nov 22 Town Prosecutor Service	3,380.00
49071	02/10/2023	Printed		3463	BUSTAMANTE & KUFFNER PC	Dec 2022 Town Prosecutor Serv	3,120.00
49072	02/10/2023	Printed		1472	CENTERLINE SUPPLY, INC.	24 Plastic Speed Humps	3,594.89
49073	02/10/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 23 Medians Maintenance	4,955.00
49074	02/10/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 23 Gardens Maintenance	2,000.00
49075	02/10/2023	Printed		1575	GRAINGER	LED Emergency Driver 33 Easy	230.84
49076	02/10/2023	Printed		3397	LANGUAGE LINE SERVICES, INC.	Court Interpreting Service	3.54
49077	02/10/2023	Printed		3578	LIBERTY UTILITIES	Jan 23 Sewer Desert Gardens	719.11
49078	02/10/2023	Printed		3296	LJCAA	LJ Court Admin Dues -D Stutz	25.00
49079	02/10/2023	Printed		0010	MARICOPA COUNTY	Jan 2023 MCSO Jail Service	1,645.35
49080	02/10/2023	Printed		2009	PINNACLE LOCK & SAFE	33 Easy St Door Lock Repair	225.00
49081	02/10/2023	Printed		3527	RICK ENGINEERING CO - ARIZONA	Jan 23 Ped Crosswalk Improv	3,681.38
49082	02/10/2023	Printed		3425	RURAL ARIZ GROUP HEALTH	Feb 23 MedicalDentalVision Ins	18,476.35
49083	02/10/2023	Printed		1691	SPARKLETTS	Jan 23 Bottled Water All	161.84
49084	02/10/2023	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	173.24
49085	02/10/2023	Printed		3259	SUNDIAL COURTYARD LLC	Parking Lot Annl Assessment	457.04
49086	02/10/2023	Printed		3226	TECH 4 LIFE COMPUTERS	WIFI Setup Gardens Repl Camera	103.50
49087	02/10/2023	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Town Copier Staples Refill	114.03
49088	02/10/2023	Printed		3352	UNUM LIFE INSURANCE COMPANY	Mar 23 Short Term Dis Ins	443.93
49089	02/10/2023	Printed		3628	VORTEX INDUSTRIES LLC	Repair 33 Easy St Double Door	1,598.00
49090	02/10/2023	Printed		352	WESTERN STATES PETROLEUM INC.	Jan 23 Pub Wrks Diesel	576.65
49091	02/17/2023	Printed		1512	ARROW AWARDS	Nameplates NewP&Z Commissioners	140.16
49092	02/17/2023	Printed		3293	CITI CARDS	Town Office Sup, Sym Flowers	256.44
49093	02/17/2023	Printed		3072	CNA SURETY	Town AZ LandFill Bond	250.00
49094	02/17/2023	Printed		1460	COX COMMUNICATIONS	Feb23 Internet 33 Easy St	129.00
49095	02/17/2023	Printed		1876	LOWE'S	Jan 23 Pub Wrks Supplies,Tools	460.35
49096	02/17/2023	Printed		3718	REBEL STRIKE LLC	Fire Brush Truck 1/2 Down	88,500.00
49097	02/17/2023	Printed		0668	RURAL METRO FIRE DEPT.	Jan 3023 Fire Truck Diesel	312.56

## Check Register Report

ALL CHECKS FEBRUARY 2023

Date: 02/24/2023

Time: 2:12 pm

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>NATIONAL BANK OF ARIZONA Checks</b>							
49098	02/17/2023	Printed		0668	RURAL METRO FIRE DEPT.	Feb 23 Fire Contract	152,416.66
49099	02/17/2023	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	151.58
49100	02/17/2023	Printed		3598	STORQUEST - CAREFREE-CC	Mar 23 Town Records Storage	297.66
49101	02/17/2023	Printed		1003	TDI CO.	3rd Qtr FY2023 Shop Yard Rent	931.50
49102	02/24/2023	Printed		3625	AETNA LIFE INSURANCE CO	Feb 23 Supplemental Ins	222.96
49103	02/24/2023	Printed		1512	ARROW AWARDS	4 Walnut Plaques P&Z	322.48
49104	02/24/2023	Printed		3495	ASSURITY LIFE INSURANCE CO	Feb 23 Supplemental Ins	279.34
49105	02/24/2023	Printed		1460	COX COMMUNICATIONS	Feb 23 Sshop Phones& Internet	193.94
49106	02/24/2023	Printed		3360	LAW OFFICES OF KEVIN BREGER	Public Defender Service2Cases	600.10
49107	02/24/2023	Printed		0091	MARICOPA COUNTY TREASURER	Jan 23 Court Remittance	1,461.01
49108	02/24/2023	Printed		949	TARA. PARASCANDOLA	Feb 23 Town Magistrate Service	3,862.50
49109	02/24/2023	Printed		3010	REPUBLIC SERVICES #753	Feb 23 Shop 40 Yard Rolloffs	4,450.87
49110	02/24/2023	Printed		1920	SOUTHWEST GAS	Feb 23 Gas All Dept	398.19
49111	02/24/2023	Printed		0021	STATE TREASURER	Jan 23 Court Remittance	9,271.59
49112	02/24/2023	Printed		3461	TITAN COMMERCIAL CLEANING	Jan 23 Town, Gardens Cleaning	7,305.00
49113	02/24/2023	Printed		3628	VORTEX INDUSTRIES LLC	33 Easy St Door Maint	356.00
<b>Total Checks: 68</b>						<b>Checks Total (excluding void checks):</b>	<b>361,232.32</b>
<b>Total Payments: 68</b>						<b>Bank Total (excluding void checks):</b>	<b>361,232.32</b>
<b>Total Payments: 68</b>						<b>Grand Total (excluding void checks):</b>	<b>361,232.32</b>

**Combined Trial Balance - All Funds  
January 31, 2023**



**Assets**

Checking - National Bank of AZ	3,627,930
Local Gov't Investment Pool - AZ	13,955,225
Petty Cash	700
Advances to the Water Company	2,297,411
<b>Total Assets</b>	<b>\$ 19,881,265</b>

**Liabilities**

Accounts Payable	-6,682
Bonds	70,510
Sales Tax Remittance	-14
Long Term Deferred Revenue	2,297,411
<b>Total Liabilities</b>	<b>\$2,361,225</b>

**Fund Balance**

Fund Balance-Beginning of Year	16,478,314
Year-to-date change in Fund Balance	<u>1,041,726</u>
<b>Total Fund Balance</b>	<b><u>17,520,040</u></b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ <u>19,881,265</u></b>

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$14,752,990
<b>Total</b>	<b>\$17,252,990</b>

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of January 31, 2023

Revenues		FY2021	FY2022	FY2023	2022 vs 2023	Budget	Jan23	% of Budget
		YTD Jan	YTD Jan	Y-T-D	% (+/-)			
Local Sales Taxes	(1 month lag)	\$1,261,360	\$ 1,709,349	\$ 1,681,753	-1.6%	2,840,000	402,162	59.2%
State Sales Taxes	(1 month lag)	242,047	278,516	280,162	0.6%	528,000	38,989	53.1%
Building Fees		198,384	242,518	296,598	22.3%	375,000	9,400	79.1%
State Income Tax		327,380	288,167	407,779	41.5%	712,000	58,254	57.3%
Fines		91,141	78,377	87,172	11.2%	150,000	28,718	58.1%
Court Service Fees		100,761	103,895	108,053	4.0%	185,000	15,436	58.4%
Town Clerk-Misc. Sales		56	40	0	0.0%	100	0	0.0%
Town Clerk-Permits & Sol Fees		575	625	125	-80.0%	700	25	17.9%
Water Company Reimbursements		369,199	369,199	403,727	9.4%	692,105	57,676	58.3%
Miscellaneous Income & Donations		398,787	34,482	25,502	-26.0%	26,000	0	98.1%
Interest Income		19,739	(7,884)	189,009	-2497.4%	6,139	47,676	3078.8%
Utility Franchise Fees	(1 month lag)	211,960	182,733	200,869	9.9%	300,000	49,343	67.0%
County Lieu Tax	(1 month lag)	101,481	94,905	91,871	-3.2%	175,000	13,150	52.5%
General Fund & All Funds Reserve Contribution(Below)		0	0	0	0.0%	3,397,842	0	0.0%
Special Events		30,645	40,945	36,952	-9.8%	45,000	7,739	82.1%
County & State Grants		98,132	0	177,000	0.0%	1,250,000	0	14.2%
Court Enhancement, GAP, MJCEF		8,244	9,172	7,906	-13.8%	11,400	1,237	69.3%
HURF	(1 month lag)	132,203	142,580	131,790	0.0%	1,279,616	24,958	10.3%
Cemetery		200	1,050	1,165	0.0%	600	250	194.2%
CPR Ed Fund		0	0	0	0.0%	200	0	0.0%
CARES Fund Grants		450,846	655,770	655,770	0.0%	656,000	0	100.0%
Utility Capital Improvement Fund		10,132	12,727	16,852	0.0%	100,000	11,991	16.9%
Fire Reimb Income & Ins Reimb		33,490	66,396	43,572	0.0%	108,079	2,620	40.3%
Fire Fund-L Sales Tax	(1 month lag)	630,682	854,674	840,877	-1.6%	1,420,350	201,081	59.2%
<b>Total Revenues</b>		<b>4,717,443</b>	<b>5,158,236</b>	<b>5,684,505</b>	<b>10.2%</b>	<b>14,259,131</b>	<b>970,707</b>	<b>39.9%</b>
<b>Expenses</b>								
Mayor & Council		3,869	4,968	7,719	55.4%	12,330	292	62.6%
Town Clerk		187,011	212,711	227,628	7.0%	374,011	24,005	60.9%
Court		169,198	153,371	145,726	-5.0%	268,892	17,317	54.2%
Administration		239,756	302,236	370,405	22.6%	771,479	37,411	48.0%
Claims & Losses		400	0	0	0.0%	10,000	0	0.0%
Legal		168,379	119,745	47,541	-60.3%	160,000	5,790	29.7%
Risk Management		36,371	52,457	53,022	1.1%	120,000	0	44.2%
Planning & Development		125,380	137,724	150,699	9.4%	352,915	18,550	42.7%
Building Safety		119,349	183,729	140,975	-23.3%	262,919	20,761	53.6%
Law Enforcement		295,451	305,647	323,572	5.9%	563,194	50,219	57.5%
Code Enforcement		35,233	67,069	34,268	-48.9%	56,275	5,860	60.9%
Engineering		17,338	75,246	126,193	67.7%	261,779	10,405	48.2%
Public Works - Streets & Gardens		414,240	431,287	494,824	14.7%	946,554	45,481	52.3%
Debt Service WIFA		244,378	244,227	244,070	-0.1%	244,070	4,491	100.0%
33 Easy St		15,406	15,628	22,799	0.0%	28,950	4,337	78.8%
Capital Improvement Program	(See Below)	0	0	0	0.0%	0	0	0.0%
Public Safety Fire General Fund		5	0	0	0.0%	664,200	0	0.0%
Economic Development		97,400	106,908	130,908	22.4%	334,179	14,252	39.2%
Contingencies		0	0	13,940	0.0%	0	0	0.0%
Court Enhancement, GAP, MJCEF		0	(252)	0	0.0%	11,407	0	0.0%
HURF	(See Below)	0	0	0	0.0%	1,279,716	0	0.0%
Cemetery		0	0	0	0.0%	600	0	0.0%
CPR - Education Fund		0	0	0	0.0%	202	0	0.0%
AZ CARES Fund Expense to Water Infra (See Below)		450,904	0	655,812	0.0%	0	0	0.0%
Utility Capital Improvement Fund	(See Below)	0	0	0	0.0%	100,000	0	0.0%
Transfers Out		100	0	0	100.0%	0	0	0.0%
Fire Fund		461,869	938,462	1,107,581	18.0%	1,529,350	153,840	72.4%
<b>Total Expenses without Capital Expense</b>		<b>3,082,036</b>	<b>3,351,163</b>	<b>4,297,681</b>	<b>28.2%</b>	<b>8,353,022</b>	<b>413,012</b>	<b>51.5%</b>
<b>Net without Capital Expense</b>		<b>\$ 1,635,407</b>	<b>\$ 1,807,073</b>	<b>\$ 1,386,824</b>		<b>\$ 5,906,109</b>	<b>\$ 557,695</b>	<b>23.5%</b>
<b>All Capital Projects</b>		<b>685,786</b>	<b>294,417</b>	<b>345,098</b>	<b>17.2%</b>	<b>5,856,100</b>	<b>239,135</b>	<b>5.9%</b>
<b>Total Expenses with Capital Expense</b>		<b>3,767,821</b>	<b>3,645,580</b>	<b>4,642,779</b>	<b>27.4%</b>	<b>\$14,209,122</b>	<b>\$652,147</b>	<b>32.7%</b>
<b>Net with Capital Expense</b>		<b>949,622</b>	<b>1,512,655</b>	<b>1,041,726</b>	<b>-31.1%</b>	<b>50,009</b>	<b>318,559</b>	



Agenda Item #

**TOWN OF CAREFREE  
INFORMATION SUMMARY**



**MEETING**

**DATE:** March 7, 2023

**SUBJECT:** Establishing staggered 4-year terms for Planning & Zoning Commission/Development Review Board

**ATTACHMENT:** Ordinance #2023-04

**SUMMARY:**

During the recent appointment process for Planning and Zoning Commission/Development Review Board the Town Council discussed imposing a similar terms/term limit to the one enacted on the Town Council by the Carefree electorate. This would entail the staggering of 4-year terms and imposing a term limit of two consecutive four year terms and a 2-year hiatus period prior to reapplying for consideration on serving on the Commission/Board again.

At the February 2023 Town Council meeting, 3 incumbents were reappointed, and 4 new Commissioners/Board members were appointed. In accordance with the proposed Ordinance, the 3 incumbents would serve a term of 2 years and can reapply for another 4 years before being termed out. The four new Commissioners/Board members will serve an initial term of 4 years and can reapply for another 4 years before being termed out.

The staggered terms will ensure that every two years, the Town Council may review all applicants interested in serving on the Commission/Board while preserving institutional knowledge through the staggering of the terms.

**ACTION NEEDED:**

This is the first reading of the proposed Ordinance. The public hearing and second reading will take place at the April 4, 2023 Town Council meeting.

REPORT PREPARED BY:

A handwritten signature in blue ink, appearing to read "Gary Neiss", written over a horizontal line.

Gary Neiss, Town Administrator

TOWN OF CAREFREE, ARIZONA  
ORDINANCE #2023-04

**DRAFT**

**AN ORDINANCE OF THE MAYOR AND COMMON COUNCIL OF THE TOWN CAREFREE, MARICOPA COUNTY, ARIZONA, APPROVING AN AMENDMENT TO ARTICLE III. SECTION 3.02 PLANNING AND ZONING COMMISSION/DEVELOPMENT REVIEW BOARD ESTABLISHING STAGGER FOUR YEAR TERMS AND A TWO TERM LIMIT**

**WHEREAS**, the electorate in Carefree approved staggered terms with a two contiguous term limit for the Town Council on August 2, 2022.

**WHEREAS**, in association with the newly seated Council Members, the Council requested a call for applicants interested in serving on the Planning and Zoning Commission/Development Review Board.

**WHEREAS**, a total of 17 applicants originally applied to be considered which included 6 incumbents and 11 new applicants. One incumbent later withdrew his application, and one incumbent chose not to reapply.

**WHEREAS**, at the February 7, 2023 Town Council meeting, the Council thanked all the incumbents for their past service and willingness to continue to volunteer and serve their community and thanked all the new applicants for their interest in serving.

**WHEREAS**, the Council selected 3 incumbents and 4 new applicants to serve on Planning and Zoning Commission/Development Review Board.

**WHEREAS**, during this appointment process, Councilmembers expressed a desire to continue to integrate new voices into the decision-making process through a similar staggering of terms as Town Council.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, ARIZONA AS FOLLOWS:**

**Section 1.** The Mayor and Common Council deem it necessary to amend that certain document know as, "The 2004 Amended Zoning Ordinance for the Town of Carefree".

**Section 2.** All Ordinances and portions of Ordinances in conflict with the provisions of this Ordinance, or inconsistent with the regulations of this Ordinance, are hereby repealed to the extent necessary to give this Ordinance full force and effect.

**Section 3.** The Amendments are made to Article III. Section 3.02, amended as follows (additions are show in double underline, and deleted language is ~~crossed out~~).

**Article III. Section 3.02**  
Planning and Zoning Commission

**PURPOSE**

The Planning and Zoning Commission/Development Review Board shall serve as the planning agency for the Town to carry out the purposes of this Ordinance and the Arizona Revised Statutes relating to planning, zoning, subdivision, and building regulations.

**ORGANIZATION**

The number of members of the Commission/Board shall be seven (7) who shall be appointed by the Town Council to serve without compensation. ~~for a term of office at the pleasure of the Town Council.~~

Beginning in February, 2023, the Commission/Board terms will consist of four-year staggered terms. At this time (February, 2023) any incumbents which were reappointed in February, 2023 will serve an initial 2-year term. At the expiration of this 2-year term these Commissioners/Boardmembers can serve an additional 4-year term if reappointed by Town Council. After this second term (total of 6 years of service), these Commissioners/Boardmembers must sit out a minimum of 2-years before being considered to serve again. New Commissioners/Boardmembers (nonincumbents) appointed in February 2023 will serve an initial term of 4 years. After initial term they can serve an additional 4-year term if reappointed by Town Council. After this second term (total of 8 years of service), these Commissioners/Boardmembers must sit out a minimum of 2-years before being considered again.

During any term, any vacancy can be filled by appoint of the Town Council to complete the remaining balance of the respective term being filled.

The Commissoners/Boardmembers serve at the pleasure of the Town Council.

The Commission/Boardmembers shall elect one of its members to serve as Chairperson and one to serve as Vice - Chairperson

**PASSED AND ADOPTED BY** the Mayor and Common Council of the Town of Carefree, Arizona, this 4<sup>th</sup> day of April 2023

AYES \_\_\_\_\_ NOES \_\_\_\_\_ ABSTENTIONS \_\_\_\_\_ ABSENT \_\_\_\_\_

FOR THE TOWN OF CAREFREE

ATTESTED TO:

\_\_\_\_\_  
John Crane, Mayor

\_\_\_\_\_  
Kandace French Contreras, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Wright, Town Attorney

Agenda Item #

**TOWN OF CAREFREE  
INFORMATION SUMMARY**



**MEETING**

**DATE:** March 7, 2023

**SUBJECT:** Authorization of Capital Improvement Funds for Final Plan Development for Pedestrian Crosswalk Improvements Project

**ATTACHMENT:** Rick Engineering Company Proposal for Final Plan Development for Pedestrian Crosswalk Improvements Project

**SUMMARY:**

In October of last year, MAG approved funding for construction, in the amount of \$405,160, for three crosswalk projects in Carefree. The funding was approved for a set of four new crosswalks at Tom Darlington Drive /Cave Creek Road as well as the existing crosswalks at Tom Darlington Drive/Wampum Way and Tom Darlington Drive/Ridgeview Place. This Rick Engineering proposal includes design costs for the completion of plans, specifications and estimates for those two existing intersections as well as for the complete design for the crosswalk at Tom Darlington Drive/Cave Creek Road. Rick Engineering was the likely choice to complete this design effort since they already designed the two southern crosswalks to the 80% design phase and would not need to start with a blank set of plans.

In association with this change, Rick Engineering has submitted a Proposal for Final Plan Development for Pedestrian Crosswalk Improvements Project in the amount of \$28,500 to address design fees for all the crosswalks. The design fee comes in at around 6% of the construction costs which is on the low side of this type of fee which usually come in around 6-12% of the construction estimate. Once these plans are substantially completed, a presentation will be given in a Town Council Meeting so that any revisions can be made before the final plans are developed. I anticipate a Town Council Presentation for the May meeting.

**ACTION NEEDED:**

Authorization of Capital Improvement Funds to complete crosswalk design of two existing intersections as well as the new intersection in the amount of \$28,500 as a part of the Pedestrian Crosswalk Improvement Project.

REPORT PREPARED BY:

15/  
Mark Milstone, Town Engineer



February 06, 2023

SENT VIA EMAIL  
*mark@carefree.org*

Mark Milstone, PE, Town Engineer  
Town of Carefree  
8 Sundial Circle  
Carefree, Arizona 85377

SUBJECT: Proposal for Final Plan Development  
Pedestrian Crosswalk Improvements Project

Dear Mark,

Rick Engineering Company (RICK) is pleased to submit this proposal to provide the final design plan revisions to the Pedestrian Crosswalk Improvements Project per our recent discussions. Thank you for this opportunity to be of service to you. We are confident you will be very pleased with the quality of our engineering documents and the timeliness and responsiveness of our professional services.

#### **PROJECT UNDERSTANDING**

The Town has been awarded funds by MAG for the construction of the project. The Town is requesting revisions be made to the plan set prior to producing final construction plans, specifications, bid schedule, and construction cost estimate.

The final plan set will include the following improvements:

1. Single crosswalk on the north side of the Tom Darlington/Wampum Way intersection with curb bulb outs, RRFB pedestrian signals, high visibility crosswalk markings, and applicable signing and striping improvements.
2. Single crosswalk on the south side of the Tom Darlington/Ho Road-Ridgeview Place intersection with curb bulb outs, modifications to the existing RRFB signals, high visibility crosswalk markings, and applicable signing and striping improvements.
3. Crosswalks on all four legs of the Tom Darlington/Cave Creek Road intersection with modification of the two pork chop islands for the crosswalk cut through, high visibility crosswalk markings, blinker stop signs, and applicable signing and striping improvements.

The direction provided by the Town to complete the final design included elimination of the raised platform crosswalks at Wampum Way and Ho Road-Ridgeview Place and minimizing the extent of the one lane restriction to the crosswalk vicinity only and not extending it the full distance between the two intersections.

#### **SCOPE OF SERVICES**

1. Revised the current final plans to address the direction provided by the Town as set forth in the project understanding section.
  - a. Perform a field recon to as-built document the installed RRFB signals and striping changes at Ho Road-Ridgeview Place. Revise the plans to incorporate this added signal equipment.
2. Design and develop plans for the added four crosswalks at Tom Darlington/Cave Creek Road.
3. Perform a new quantity takeoff and update the quantities and construction cost estimate.

4. Revise the project specifications based on the plan revisions.
5. Develop a new bid schedule for the revised project.
6. Provide pre-final plans, specifications, and cost estimate to the Town for review and comment.
7. Address Town comments and provide final plans to the Town for bidding purpose.

**PROFESSIONAL SERVICES FEES**

RICK Engineering Company will provide the scope of services set forth herein for a total lump sum fee of **Twenty-Eight Thousand Five Hundred Dollars (\$28,500.00)**. Project-related direct reimbursable expenses (e.g., mileage, printing, plotting, mailing, etc.) are included in the lump sum fee amount.

See the fee worksheet shown below for a breakdown of these proposed professional services.

<b>OWNER: TOWN OF CAREFREE</b>			<b>DATE: 02/06/2023</b>			
<b>PROJECT: PEDESTRIAN CROSSWALKS IMPROVEMENTS PLANS</b>			<b>FIRM: RICK ENGINEERING COMPANY</b>			
<b>FINAL DESIGN SERVICES (PS&amp;E)</b>						
<i>Personnel Classification</i>	<i>Project Manager</i>	<i>Sr Project Engineer</i>	<i>Project Engineer</i>	<i>Sr CADD Technican</i>	<i>Admin. Clerical</i>	<i>Task Fee Amount</i>
<b>Engineering Hourly Billing Rates</b>	<b>\$230.00</b>	<b>\$205.00</b>	<b>\$110.00</b>	<b>\$120.00</b>	<b>\$60.00</b>	<b>-</b>
Field Recon & Data Collection & Base Plan Sheet Updates			16			\$1,760
Final Design & Final Plan Revisions	4	40	104			\$20,560
Specifications, Quantity Takeoff, Cost Estimate & Bid Schedule Revisions	12	16				\$6,040
<i>Subtotal Hours</i>	<b>16</b>	<b>56</b>	<b>120</b>	<b>0</b>	<b>0</b>	<b>192</b>
<i>Subtotal Fee</i>	<b>\$3,680</b>	<b>\$11,480</b>	<b>\$13,200</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,360</b>
Expenses	Mileage, printing, recording, mailing, deliveries, etc.					\$140
<b>Total Lump Sum Fee for Final Design Phase Services</b>						<b>\$28,500</b>

Invoices for services rendered are sent on a monthly basis. The amount of each invoice will be determined by a combination of the estimated percent complete of the project and the number of hours actually spent on the project during the preceding time period per employee classification at our standard hourly billing rates.

**SCHEDULE**

We anticipate a 60 to 90 calendar day schedule from your acceptance of this proposal and issuance of 'Notice to Proceed' for us to complete the scope of services.

If you require an alternate or more accelerated schedule, we will endeavor to meet your needs and any mutually agreeable timeline.



**AGREEMENT**

If this proposal is acceptable to you, please execute the agreement by signing this proposal in the signature space provided below. Return the signed proposal to initiate the project. We can proceed immediately upon your Notice to Proceed.

If you have any questions regarding this proposal, please contact me directly, at your convenience:

Dale Miller, 480.522.0330, dmiller@rickengineering.com

Thank you for requesting Rick Engineering Company to provide these services. We appreciate the business! We will do our very best to make sure you are pleased with our planning documents and services.

Sincerely,  
RICK ENGINEERING COMPANY

A handwritten signature in cursive script that reads "Dale E. Miller".

Dale E. Miller, PE  
Project Manager, Principal, Public Works Program Manager

ACCEPTED AND APPROVED BY THE TOWN OF CAREFREE

\_\_\_\_\_ DATE: \_\_\_\_\_  
Mark Milstone, PE, Town Engineer



**Agenda Item #**

**TOWN OF CAREFREE  
INFORMATION SUMMARY**

**MEETING**

**DATE:** March 7, 2023

**SUBJECT:** Authorization of a Joint Agency Agreement (JAA) for three Maricopa Association of Governments (MAG) funded crosswalk improvements all on Tom Darlington Drive to include Wampum Way, Ridgeview Place, and Cave Creek Road.

**ATTACHMENT:** Joint Agency Agreement between MAG and the Town of Carefree.

**SUMMARY:**

In October of last year, MAG approved funding for construction, in the amount of \$405,160, for three crosswalk projects in Carefree. The funding was approved for a set of four new crosswalks at Tom Darlington Drive /Cave Creek Road as well as the existing crosswalks at Tom Darlington Drive/Wampum Way and Tom Darlington Drive/Ridgeview Place. This JAA outlines the funding process required by MAG to set forth how the funding occurs.

Michael Wright has already approved the format of the JAA and, if approved, the Mayor can sign as well as the Town Clerk before it gets sent back to MAG for their signatures. Once MAG places their signatures on this document we can complete the design process and work toward installing the new or improved crosswalks.

**ACTION NEEDED:**

Authorization of MAG JAA in the amount of \$405,160 to complete the design process and work toward bidding out construction to complete the crosswalk improvements.

REPORT PREPARED BY:

---

Mark Milstone, Town Engineer





MARICOPA ASSOCIATION OF GOVERNMENTS  
ROADWAY SAFETY PROGRAM  
JOINT AGENCY AGREEMENT

MAG Roadway Safety Program, Joint Agency Agreement No. 0X-XXX-XX-XX  
MAG TIP Project #CFR23-270D and CFR24-270C

Town of Carefree Capital Improvement Plan # 2023-03

This Joint Agency Agreement (**Agreement**) by and between the Maricopa Association of Governments (**MAG**) and the Town of Carefree (**Town**), an Arizona Municipal Corporation, will become effective on the day that the Agreement it is executed by the MAG Executive Director. MAG and the Town are referred to each individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

**A.** MAG is the regional planning agency for Maricopa County and portions of Pinal County. MAG is governed by a regional council, which includes the mayor or chief executive of each member agency (**Regional Council**). Pursuant to state law, MAG has developed, and the necessary parties have approved, a comprehensive, performance based, multimodal MAG MOMENTUM 2050 Regional Transportation Plan (**RTP**). The Roadway Safety Program (**RSP**) is a component of the RTP that includes safety improvements with a revenue allocation through 2024.

**B.** Funds for the RSP are administered by the Arizona Department of Transportation (**ADOT**) through its Highway User Revenue Fund (**HURF**) sub-account for local agency streets designated collector or above, and through allocations of Surface Transportation Block Grant (**STBG**) funds that are allocated to the MAG region and administered by ADOT. Funds will be disbursed by ADOT once an invoice is reviewed and approved in concurrence with MAG. Highway User Revenue funds (**HURF**) for the RSP provided by ADOT are allocated to the RSP via a funding exchange with the MAG region. Eligible activities must adhere to article IX, section 14 of the Arizona Constitution.

**C.** The RSP includes a safety improvement project on Tom Darlington Drive at Wampus Way, at Ridgeview Place, and at Cave Creek Road (**Project**). The Project is described in greater detail in the Project Application (**Project Application**) submitted by the Town, dated September 16, 2022, and on file in the offices of the Town and MAG.

**D.** The Project will be designed and constructed in accordance with the standards adopted by the Town.

E. The regional reimbursement schedule for the Project is as follows:

Type of Work	Fiscal Year of Work	HURF Reimbursement	Local Match	Fiscal Year for Reimbursement
Pre-Design				
Design	2023		\$52,671	2023
Right-of-Way				
Procurement				
Construction	2024	\$405,160		2024
Total Programmed for Reimbursement		\$405,160		2024

F. The Parties are authorized to enter into this agreement by the provisions of Arizona Revised Statutes (A.R.S.) § 28-6501 et seq., which authorize the Town to enter into joint agency agreements with other agencies.

### AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Purpose.** The purpose of this Agreement is to identify and define the responsibilities of the Town and MAG for the design, acquisition of right of way, construction and financing of the Project, as established in the RSP.

B. **Responsibilities of the Parties.**

1. **MAG's Responsibilities.** MAG agrees to:

- a. Administer the RSP, pursuant to the RSP Policies and Procedures;
- b. Provide to the Town the required format for submitting requests for payment, invoices, progress reports, and backup documentation;
- c. Review and approve invoices for projects to be reimbursed with HURF subject to the terms of this Agreement;
- d. Submit approved invoices to ADOT for payment by ADOT to the Town. The payments from ADOT to the Town will be based on the reimbursement amounts and schedule as noted in the Recitals, Section E. The basis for payment to Town shall be reimbursed for costs in conformance with the RSP and the Policies and Procedures.

2. **Town's Responsibilities.** The Town agrees to:

- a. Be responsible for all project costs and submit invoices to MAG for reimbursement.  
The Town will:

- 1) be responsible for the completion of all surveys, design, plans and specifications, including contractor selection documents;
- 2) conduct contractor selection process(es), award contract(s) for construction pursuant to the applicable laws and ordinances, and provide necessary construction management and inspections, unless agreed to otherwise by the Parties;
- 3) if necessary, purchase or condemn right of way required for the completion of the Project, unless agreed to otherwise by the Parties;
- 4) be responsible for all utility relocations; and
- 5) review and approve invoices from its contractors and subcontractors before submitting an invoice to MAG;

- b. Abide by the RSP Policies and Procedures (available at [azmag.gov/Programs/Transportation/Safety-Programs/Roadway-Safety-Program](http://azmag.gov/Programs/Transportation/Safety-Programs/Roadway-Safety-Program)) throughout the completion of the Project.
- c. Be responsible for meeting all applicable federal requirements for the Project when using local funding (e.g., National Highway System requirements);
- d. Obtain appropriate indemnifications and insurance from all contractors and subcontractors involved in the Project;
- e. Be responsible for all Project costs in excess of the maximum amount of the RSP-MAG funds allocated for the Project in the amount of \$ 405,160 (**Allocated Funds**). The Allocated Funds for reimbursement are designated for the construction cost. The amount of funds to be paid to the Town pursuant to this Agreement will not exceed the Allocated Funds as included in the MAG approved Transportation Improvement Program (**TIP**). The Allocated Funds are expressed in Year of Expenditure dollar amounts, which will not be adjusted for inflation;  
  
Provide invoices and progress reports to MAG consistent with the RSP Policies and Procedures;
- f. The Town's authorized representative to sign, approve and submit invoices to MAG is the Town's Public Works Director or designee; and
- g. Otherwise comply with all requirements of this Agreement.

C. **Records and Audit Rights.** The Town's work and accounting records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by MAG to substantiate charges and claims related to this Agreement shall be open to inspection and subject to audit and/or reproduction by authorized representatives of MAG, ADOT and the Auditor General of the State of Arizona (collectively Auditors), as applicable to the extent necessary to

adequately permit evaluation and verification of the performance and cost of the work, and to conduct and prepare all audits and reports required by law. Auditors shall be afforded access, at reasonable times and places, to all of the Town's records and personnel, pursuant to the provisions of this Section, throughout the term of this Agreement, and for a period of five (5) years after last or final payment.

D. **Term and Termination.** The Agreement is valid through the payment of the final invoice for completion of construction, by September 30, 2024 as noted in the reimbursement schedule of the Recitals, Section E, subject to earlier termination as specifically provided herein.

1. **Termination by MAG.** MAG reserves the right to terminate this Agreement in the event that MAG determines, in its reasonable discretion, that local or MAG allocated funds are not available to meet the Town's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the public interest. MAG will give **60 calendar days** advance notice of such termination, unless such notice is impracticable, in which case MAG will provide such notice as is practicable under the circumstances. In the event of such termination, MAG will recommend to ADOT that it reimburse the Town as provided in this Agreement, for work satisfactorily performed up to the date of termination. MAG also reserves the right to terminate this Agreement in the following circumstances:

- a. No Material Project Reimbursement Request (**MPRR**) as defined and detailed in the RSP Policies and Procedures, has been submitted to MAG for a period of at least **18 months** from the date of the last Project Reimbursement Request (**PRR**), or the effective date of this Agreement, whichever is later;
- b. No Substantial Project Reimbursement Request (**SPRR**) as defined and detailed in the RSP Policies and Procedures, has been submitted to MAG for a period of **20 months** from the date of the last PRR, or the effective date of this Agreement, whichever is later;  
or
- c. In the event of a "**Material Project Change.**" Examples of a Material Project Change include:
  - (1) The Project's improvement type (arterial or intersection) listed in the Agreement changes;
  - (2) The Project's change affects more than one project or project segment.
  - (3) The Project's change affects more than one effective Joint Agency Agreement;  
or
  - (4) The lead agency of a Project changes.

2. **Termination by the Town.** The Town reserves the right to terminate this Agreement in the event that the Town determines, in its reasonable discretion, that local funds are not available to meet the Town's financial responsibilities in regard to the Project or in the event of an act of God or act of war or terror that makes continuation of work pursuant to this Agreement no longer in the

public interest. The Town will give **60 calendar days** advance notice of such termination, unless such notice is impracticable under these circumstances, in which case the Town will provide such notice, as is practicable.

3. **Termination by Mutual Consent.** The Parties may terminate this Agreement by mutual consent in the event that they determine that such termination is in furtherance of the goals of the RSP and is in the best interests of the Parties.

4. **Safe Project Condition.** In the event of termination pursuant to this **Section D**, the Town agrees that it will leave the Project in condition that is safe for use by the public.

E. **Availability of Funds.** Each Party's obligations under this Agreement are conditioned upon the availability of funds, appropriated or allocated, for the payment of such obligation. No liability shall accrue to MAG in the event MAG declines to review and/or approve invoices for payment on the basis that funds are not available for payment of such invoices and MAG terminates the Agreement in accordance with this Agreement's **Section D(1)**.

F. **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's fees) (hereinafter collectively referred to as Claims) arising out of bodily injury of any person (including death) or property damage, 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 fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

G. **Conflict of Interest.** This Agreement is subject to termination for conflict of interest, pursuant to the provisions of A.R.S. § 38-511.

H. **Ownership of Improvements upon Termination.** Upon the expiration or other termination of this Agreement, ownership of the Project and the improvements constructed under this Agreement shall be vested in the Town.

I. **General Provisions.**

1. **Incorporation of Recitals.** The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

2. **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended, except by a written document, signed by authorized representatives of each Party.

3. **Official Copies.** Upon date of execution by the MAG Executive Director, the Town shall receive a signed copy of the agreement within **14 calendar days** of execution.

4. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

5. **Modifications.** Except as otherwise specifically provided in this Agreement, any amendment, modification or variation from the terms of this Agreement shall be in writing and shall be effective only after written approval of all Parties.
6. **Attorney's 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 of this Agreement, the prevailing Party may seek from the other Party reasonable attorneys' fees and reasonable costs and expenses.
7. **Notices.** All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

If to the Town :

Town Engineer  
Town of Carefree  
Engineering Department  
8 Sundial Circle  
Carefree, AZ 85377  
Tel: (480) 488-3686  
Fax: (480) 488-3845

If to MAG:

Executive Director  
Maricopa Association of Governments  
302 N. First Avenue  
Suite 300  
Phoenix, Arizona 85003  
Tel: (602) 254-6300  
Fax: (602) 254-6490

A notice shall be deemed received on the date delivered, if delivered by hand, on the **day** it is sent by facsimile transmission, on the **second working day** after its deposit with any commercial air courier or express services or, if mailed, **three working days** (exclusive of United State Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. Email is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

8. **Force Majeure.** Neither Party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall 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.

9. **Advertising.** No advertising or publicity concerning MAG using any contractor's or subcontractor's services shall be undertaken without prior written approval of such advertising or publicity by MAG's Executive Director.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.
11. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
12. **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. **Authority.** Each Party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each Party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.
14. **E-Verify.**
  - a. **Warrant of Compliance.** Pursuant to the provisions of A.R.S. §41-4401, each Party warrants to the other that it is in compliance with all federal immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A).
  - b. **Breach of Warranty.** A breach of this warranty by a Party or any of its subcontractors will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement or any subcontract.
  - c. **Right to Inspect.** Each Party retains the legal right to inspect the papers of any employee who works on this Agreement or any subcontractor to ensure compliance with the warranty given above.
  - d. **Random Verification.** Either Party may conduct a random verification of the employment records of the other to ensure compliance with this warranty.
  - e. **Federal Employment Verification Provisions – No Material Breach.** A Party will not be considered in material breach of this Agreement if it establishes that it has 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).

f. **Inclusion of Article in Other Contracts.** The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services pursuant to this Agreement.

15. **Israeli Boycott Provision.** Each Party certifies that it is not engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. §35-393.

[Signature Page Follows]



IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their duly authorized officers. (The order for obtaining the signatures is as follows: the MAG General Counsel, the appropriate representative of the Town of Carefree, and the MAG Executive Director).

MAG:

Maricopa Association of Governments, an  
Arizona non-profit Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Eric Anderson  
Executive Director

Town of Carefree:

Town of Carefree, an Arizona Municipal  
Corporation

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its: Mayor John Crane

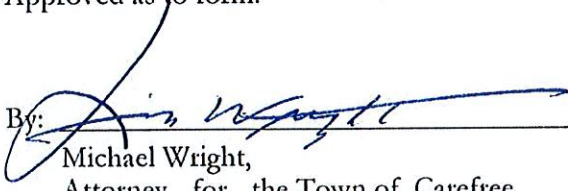
ATTEST:

\_\_\_\_\_  
Kandace French, Town of Carefree Clerk

Approved as to form:

Approved as to form:

By: \_\_\_\_\_  
MAG General Counsel

By:   
Michael Wright,  
Attorney for the Town of Carefree