

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

WHEN: TUESDAY, OCTOBER 5, 2021

WHERE: ZOOM WEB <https://us02web.zoom.us/join/3229729660>
MEETING ID: 322 972 9660*

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

The members of the Council will participate by technological means or methods pursuant to A.R.S. §38-431(4) as a result of current COVID-19 protocols.

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 August 3, 2021 Town Council Regular Meeting Minutes.

ITEM #2 Approval of the September 7, 2021 Town Council Regular Meeting Minutes.

ITEM #3 Acceptance into the public record of the September, 2021 paid bills.

ITEM #4 Acceptance of the cash receipts and disbursements report for July, 2021.

CALL TO THE PUBLIC

ITEM #5 **NOTE:** Submission of public comments at Call to the Public must be provided in typed format by email to Kandace@Carefree.org. Comments are to be limited to not more than one-half page, double spaced, 12-point type. No more than one submission per person or legal entity per meeting will be read into the record. Please identify your town or city of residence. Comments that do not comply with the format specified may not be read during this Council meeting. Comments must be received by 12:00 noon on the day of the meeting.

REGULAR AGENDA:

ITEM #6 Current Events.

ITEM #7 Presentation by Dr. Cort Monroe for Cave Creek Unified School District.

ITEM #8 Presentation of the “Carefree Cares” / CCUSD Excellence Award in conjunction with Cave Creek Unified School District, honoring a teacher from each school in the district each quarter.

ITEM #9 Review, discussion, and possible action to amend the Kimley Horne contract previously approved on or about February 4, 2020.

ITEM #10 Review, discussion, and possible action to approve a street closure on Veterans Day, November 11th from 1 p.m. to 6 p.m. Closure to include Ho-Hum Drive from Easy Street to behind the Sanderson Lincoln Pavilion to allow safe pedestrian traffic between the Carefree Veterans Day event to be held in the Pavilion and at the Veterans Memorial in the Carefree Desert Gardens.

ITEM #11 Presentation, discussion and possible action for approval of street closures for walking/running routes, as set forth on the attached application and maps, for the AT&T Veterans Day Charity Three Miler on November 13, 2021, from 7:00 a.m. to 1:00 p.m. Kelsey Hughes, with AT&T Veterans, will appear and speak in regarding to the safety and COVID -19 precautions being implemented for the event.

ITEM #12 Adjournment.

DATED this 1st of October, 2021.

TOWN OF CAREFREE

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

Items may be taken out of sequence

*Due to COVID-19 concerns, this meeting is being conducted electronically by Zoom. The public can join, listen, and view the meeting as follows:

On your computer:

ZOOM WEB <https://us02web.zoom.us/join/3229729660>

Or go to <https://www.zoom.us/join> Meeting ID: 322 972 9660

A password is not required.

On your phone:

Please call 1-669-900-6833



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 AMENDED REGULAR MEETING
OF THE CAREFREE TOWN COUNCIL**

WHEN: TUESDAY, AUGUST 3, 2021

WHERE: ZOOM WEB

TIME: 5:00 P.M.

Town Council Attending:

Mayor Les Peterson
Vice Mayor John Crane
Vince D'Aliesio
Tony Geiger
Stephen Hatcher
Cheryl Kroyer

Town Council Absent:

None

Staff Present:

Gary Neiss, Town Administrator; Michael Wright, Town Attorney; Carefree Water Company Manager, Greg Crossman; Town Engineer, Mark Milstone; Kandace French, Town Clerk/Treasurer.

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

Councilperson Kroyer led the Council in the Pledge of Allegiance.

CONSENT AGENDA

Mayor Peterson read the following consent agenda:

ITEM #1 Approval of the June 1, 2021 Town Council Budget Hearing Meeting Minutes.

ITEM #2 Approval of the June 1, 2021, Town Council Regular Meeting Minutes.

This item was deferred.

ITEM #3 Approval of the July 6, 2021, Town Council Regular Meeting Minutes.

This item was deferred.

ITEM #4 Acceptance into the public record of the July, 2021 paid bills.

ITEM #5 Acceptance of the cash receipts and disbursements report for May 2021.

This item was deferred.

ITEM #6 Approval of a Proclamation declaring November 1, 2021, to be Extra Mile Day.

Councilperson D'Alesio **MOVED TO ACCEPT** items 1, 4 and 6 of the **CONSENT AGENDA**. **SECONDED** by Vice Mayor Crane. **CARRIED**, unanimously.

CALL TO THE PUBLIC

ITEM #7 Call to the Public.

Mayor Peterson opened Call to the Public. There were no comments.

REGULAR AGENDA:

ITEM #8 Current Events.

Mayor Peterson spoke regarding the Town Council seat vacancy.

Councilperson D'Alesio provided information of an am 1060 radio broadcasting at the Veterans Memorial in the Carefree Desert Gardens, featuring Veterans, planned for Saturday, August 21, 2021, from 9:00 – 10:00 a.m. Mr. D'Alesio encouraged and welcomed any and all Veterans to attend.

ITEM #9 Review, discussion, and possible action to approve proposed *Proposal for Engineering Services – Street System Inventory & Pavement Condition Assessment with Rick Engineering Company for an update to the 10-year Preventative Maintenance Plan 2021 - 2030.*

Town Engineer, Mark Milstone began his presentation by providing the correct dates of the Preventative Maintenance Plan. The 10-Year Preventative Maintenance Plan dates are from 2022-2032. Mr. Milstone informed Council that there were three Request for Proposals received. Rick Engineering's proposal was selected for the Town's Preventative Maintenance Plan. They will be utilizing new technology, simplifying the data collection process and taking out any objectivity. Vice Mayor Crane asked, being that the technology is relatively new, is it proven? Town Engineer, Milstone responded, yes, although new, it has been proven and used in many other Municipalities and is more cost effective.

Councilperson Geiger commented that the budgetary cost to make all required repairs, that have been identified in all the Town's roads, will give us an estimate for repairs of every street within the Town. Town Administrator, Gary Neiss added that the Town has always had a plan in the past providing a scope of work and budgetary figure associated with preventative maintenance. Mr. Neiss further explained, what the Town does not have a figure for is, if Town Council were to decide sometime in the future, to rebuild the streets, make drainage improvements or to put new asphalt down. These are significant costs that this Plan does not provide. He concluded, this plan looks at the assets today, evaluates the best maintenance practice, and puts a budgetary estimate to those respective projects.

Town Engineer Milstone explained that every road within the Town needs some type of maintenance to prolong its life. This project will give a blueprint on how to move forward and prioritize the maintenance required on our Town roads.

The Council asked Town Administrator Neiss, if this proposal provide a deeper understanding of the maintenance needs of the Town's roads and cost associated versus what the Town has done in the past? Mr. Neiss responded, absolutely. The use of new technology will support that and provide a more sophisticated way to analyze the streets.

Mayor Peterson asked for an **ACCEPTANCE OF AN AUTHORIZATION** of \$35,000.00 which are the funds necessary to perform a Preventative Maintenance Plan and prioritize roadway repairs with Rick Engineering.

Councilperson Kroyer **MOVED TO ACCEPT. SECONDED** by Councilperson Geiger. **CARRIED**, 6-0.

ITEM #10 Review, discussion, and possible action to approve proposed *Contract Amendment No. 2 - Additional Two Intersections Pedestrian Crosswalk Improvement Project* with Rick Engineering Company for design completion for plans, specifications, and estimates.

Town Engineer, Milstone provided details of the Pedestrian Crosswalk Improvement Project contract amendment and his discussions with MAG concerning the crosswalks. He stated, it is hopeful that we will be granted funding which would enable the Town to add two (2) additional crosswalks into Rick's Engineering Program, Cave Creek Rd and Tom Darlington as well as Cave Creek Rd and Tranquil Trail. Mr. Milstone presented details of the High Intensity Activated Crosswalk (HAWK) system that may be an option for this location.

Town Administrator Neiss explained that the idea behind these systems is to provide better visibility for this signalization ultimately making these crosswalks safer.

Vice Mayor Crane inquired about the cost of the HAWK system. Mr. Milstone responded; the cost of the system is approximately \$200,000. Mr. Crane asked if the system will still serve a purpose in the future if the now two-lane road is built into a single lane roadway? Mr. Milstone explained that the system could be designed to be easily retrofitted to accommodate the future improvements.

Mr. Milstone provided responses to Council comments and concerns regarding the size and magnitude of the system.

Mayor Peterson asked for a **MOTION** for the **AUTHORIZATION** of \$35,000 in funds to complete the crosswalk design of two (2) new intersections as a part of the Pedestrian Crosswalk Improvement Project.

Councilperson D'Alesio **MOVED TO APPROVE** contract amendment #2 additional two (2) intersections Pedestrian Crosswalk Improvements Project allocating \$35,000. **SECONDED** by Councilperson Hatcher. **CARRIED**, 6-0.

ITEM #11 Review, discussion, and possible action for authorization of the use of Capital Improvement funds to install security cameras within the Town of Carefree Desert Gardens.

Town Administrator Neiss provided background and details of the tremendous amount of vandalism that has taken place in the Carefree Gardens over the past several years. Vandalism includes kids climbing on the Sundial, patio furniture and landscape lights stolen, damage from bikes and skateboards, bathroom fixtures damaged, and plant material desecrated. Most of this damage is occurring after hours when visibility is limited. Technology can be used to ensure the Gardens are monitored 100% of the time and will reduce these occurrences. Mr. Neiss explained that security cameras are commonly used in public spaces to mitigate these types of risks and catch the bad actors that are harming our assets and effectively assist in their prosecution.

Criteria for camera selection:

- Ability to withstand desert extremes
- High resolution
- Nighttime visibility
- Smart Technology (facial recognition)
- Push notifications
- Cloud based/no hard drive failures
- Wi-Fi based
- Successfully used to manage expansive public spaces

Town Administrator Neiss presented an arial showing the 7 activity zones throughout the gardens. Mr. Neiss provided information regarding the cost of the equipment, warranty, and license agreement.

Vice Mayor Crane commented that implementing these security cameras and signs warning that the area is being monitored, will not only help with security, but will aid in personal safety as well.

Councilperson Hatcher asked what the cost of the damages has been annually? Mr. Neiss explained that costs vary with the type of vandalism that occurs each year.

Councilperson D'Alesio **MOVED TO AUTHORIZE** \$20,000 from Capital Funds to purchase and install Garden Security Cameras. **SECONDED** by Councilperson Kroyer. **CARRIED**, 6-0.

ITEM #12 Review, discussion, and possible action to approve Resolution 2021-14 authorizing the Mayor to execute addendum No. 3 to the Advance in Aid of Construction Water Facilities Agreement dated June 7, 2006.

Carefree Water Company Manager, Greg Crossman presented background of the Capital Advance repayment modifications. Mr. Crossman explained, the agreement is for the repayment of various improvements to the Carefree Water system the Town funded when the Water Company was in its fledgling stages. Mr. Crossman provided details of the original repayment amount covered in the Capital Advance and the two (2) subsequent revisions in 2011 and 2012. To date, \$1.24M has been repaid to the Town of Carefree.

Mr. Crossman explained the requested modification by the UCFD to the Town of Carefree is the bonding effort for the Carefree Water Company Consolidation Project that was approved by UCFD on 7/27/2021. The repayment amount remains the same and the repayment period is extended 2 1/2 years. Mr. Crossman presented a requested modification of repayment schedule, showing the original and revised payment amounts and dates to be paid. The modification provides the District and the Carefree Water Company continuous 1.2 debt coverage that the investors and rating agencies are looking for to get us the highest bond rating and the highest investor appeal to provide the lowest rates to Carefree Water Company customers.

Mayor Peterson asked Town Administrator Neiss what interest rate the reserve funds are receiving right now? Mr. Neiss responded, probably less than 1%. Mayor Peterson explained that this is helping to get a better bond rate for all the residents of Carefree.

Councilperson Kroyer **MOVED TO APPROVE** Resolution 2021-14, authorizing the Mayor to execute addendum No. 3 to the Advance in Aid of Construction Water Facilities Agreement dated June 7, 2006. **SECONDED** by Vice Mayor Crane. **CARRIED**, 6-0.

ITEM #13 Review, discussion, and possible action to approve Resolution 2021-13 declaring a redevelopment area, establishing the boundary of the redevelopment area in the Carefree Village Center, and declaring the area the Central Business District for Carefree, Arizona.

Town Administrator, Gary Neiss introduced Item #13 by explaining that downtowns come in all shapes and sizes and are the heart and soul of every community. It's not about just the neighborhoods that leave lasting impressions, it is the downtowns. They are what define the areas. Mr. Neiss further explained that many communities throughout the metropolitan area use a planning tool called a redevelopment area to help facilitate partnerships with the public and private sector. It is important to outline, that change occurs with every downtown whether you like it or not. Towns can cease control of that by using the redevelopment areas to help facilitate these partnerships or they can watch a slow deterioration, and this is why governments get involved in this. Mr. Neiss used Heritage Square in downtown Gilbert as an excellent example of a redevelopment district. They had to declare the statutory requirement Slum and Blight, which is part of the Arizona Revised Statutes. Mr. Neiss further explained in doing so, it opened the tool chest so they could partner with the private sector. Town Administrator Neiss commended Economic Development Director, Steve Prokopek for a great job going around to businesses and property owners, in reference to this opportunity so we can adapt to the changes within the marketplace and help guide development for a more successful Town Center that can help to better brand Carefree.

Economic Development Director, Steve Prokopek presented via PowerPoint the Redevelopment process. Explaining, the Redevelopment Area is a 2-step process. The first phase is accepting the fact that the Town realizes that there is an issue and define the area where the issue exists.

Mr. Prokopek provided benefits and tools that a redevelopment area allows for the Town.

- Town can buy, hold, clear, lease and sell property in accordance with the goals of the redevelopment plan
- Town can create private/public partnerships and agreements and provide public funds to private properties for redevelopment or revitalization of improvements to safety.
- Access to CDBG (Community Development Block Grant) funds and grants for infrastructure and programs
- Allows for a wide array of financing tools for redevelopment/revitalization and common infrastructure projects including issuing bonds that do not directly affect the Town's bonding capacity or spending limits
- Demands a higher level of planning with tangible costs and financing for projects.

Phase 1 is the initial finding of Necessity and Boundary. Mr. Prokopek reminded Council that approval of Resolution 2021-13 only sets us off on a pathway to go into a redevelopment planning process, this process could take up to 8 months, then with Planning and Zoning coming back to Town Council for final approvals.

Mr. Prokopek provided a time lime of Phase 1 steps that have been taken to date. Official notifications were sent out in July and there has been overwhelming support from business owners.

Mr. Prokopek will be drafting an RFQ to bring in a consultant to assist with getting through the Planning process and who has expertise in Redevelopment.

Economic Development Director Prokopek presented Phase 1: Findings and Boundary. The Town of Carefree needs to meet certain conditions per Arizona State Statute, pertaining to Slum and Blight.

- Inadequate or defective street layout
- Faulty lot layout
- Unsanitary/unsafe conditions
- Diversity of ownership
- Tax or special assessment deficiency
- Defective conditions of title
- Obsolete platting
- Existence of conditions that endanger life or property by fire
And other causes.

Mr. Prokopek proved an arial showing the recommended boundary, depicting how the Town sees the revitalization and redevelopment over a 10-year plan.

The ability to get all the property owners, businesses and members of the community engaged in the planning process is key.

Mr. Prokopek provided information related to Eminent Domain and how it relates to redevelopment. Town Administrator Neiss emphasized, categorically, the Town of Carefree will not be using Eminent Domain in this Development Process. The Town of Carefree is about cultivating partnerships with our businesses and our property owners. That is what this plan is about. Mr. Neiss reiterated that this is what Economic Development Director Prokopek has been doing and cultivating, resulting in the support the Town has received to date in this Redevelopment Plan and definition of this area. Mayor Peterson stated, let's collectively determine the vision, and take the steps to achieve that vision.

Vice Mayor Crane asked what would give business owners pause in moving forward with the redevelopment district? Mr. Prokopek responded perhaps infrastructure projects and how those projects are funded that may increase some costs. A lot of the property owners have a shared vision and are ready to go on the journey to figure out how to get this done.

Councilperson Geiger asked about specific language written in the resolution pertaining to "Slum and Blighted areas" and "contributes substantially to the increasingly spread of disease and crime". Mr. Prokopek explained that the language in the Resolution is required per the Arizona State Statute that govern this process and the Town must declare that.

Vice Mayor Crane **MOVED TO APPROVE** Resolution 2021-13 declaring a redevelopment area, establishing the boundary of the redevelopment area in the Carefree Village Center, and declaring the area the Central Business District for Carefree, Arizona. **SECONDED** by Councilperson Kroyer. **CARRIED**, 6-0.

Town Council commended Mr. Prokopek and the Economic Development Advisory Panel (EDTAP) Members for their hard work and will be looking forward to the fulfillment of the vision being created.

ITEM #14 Review, discussion, and possible action to approve a Patio Expansion Ground Lease Agreement with Venue's Café located at 34 Easy Street, Carefree.

Agenda Items #14 and #15 will be presented together.

Economic Development Director Prokopek presented via PowerPoint details of the Patio Extension Ground Lease Agreement pertaining to the application for Permanent Extension of Premises. Mr. Prokopek provided background regarding the extension of premises permitted to Venues Café during COVID -19 restrictions. Mr. Prokopek explained that Town staff recommends making this patio a more permanent fixture and that it will enhance the aesthetics and viability of the Town Center, while maintaining future flexibility for redevelopment.

Mr. Prokopek provided details of the lease terms and explained that the lease is for fair market value of the property leased. Adding, Venues further has applied for an extension of their liquor license with the State of Arizona. Mr. Prokopek shared a conceptual design of the proposed patio and details of offsite improvements.

Vice Mayor Crane commented that this is a great example of how the Town of Carefree and Mr. Prokopek are working with merchants and protecting their interests, without being exposed to unreasonable risks, and while minding the Town's interests.

Vice Mayor Crane **MOVED TO APPROVE** a Patio Expansion Ground Lease Agreement with Venue's Café located at 34 Easy Street, Carefree. **SECONDED** by Councilperson Kroyer. **CARRIED**, unanimously.

ITEM #15 Review, discussion, and possible action to approve an application for Permanent Extension of Premises for Venues, located at 34 Easy Street, Carefree.

Councilperson Kroyer **MOVED TO APPROVE** an application for Permanent Extension of premises for Venues, located at 34 Easy Street, Carefree. **SECONDED** by Councilperson Geiger. **CARRIED**, unanimously.

ITEM #16 Adjournment.

Mayor Peterson announced the agenda item and asked for a motion to adjourn.

The meeting adjourned by unanimous consent at 6:37 p.m.

DATED this 3rd day of August 2021.

TOWN OF CAREFREE

BY: _____
Samantha J. Gesell, Planning Clerk

TOWN OF CAREFREE

Les Peterson, Mayor

Attest:

Kandace French Contreras, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held August 3, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Kandace French Contreras, Town Clerk



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

WHEN: TUESDAY, SEPTEMBER 7, 2021

WHERE: ZOOM WEB <https://us02web.zoom.us/j/3229729660>
MEETING ID: 322 972 9660

TIME: 5:00 P.M.

Town Council Attending:

Mayor Les Peterson
Vice Mayor John Crane
Vince D'Aliesio
Tony Geiger
Stephen Hatcher
Cheryl Kroyer

Town Council Absent:

None

Staff Present:

Gary Neiss, Town Administrator; Michael Wright, Town Attorney; Steve Prokopek, Economic Development Director; The Honorable Tara Parascandola, Carefree – Cave Creek Municipal Court; Kandace French, Town Clerk/Treasurer.

Mayor Peterson called the meeting to order at 5:08 p.m.

Vince D'Aliesio led the Council in the Pledge of Allegiance.

CONSENT AGENDA

- ITEM #1** Approval of the June 1, 2021 Town Council Regular Meeting Minutes.
- ITEM #2** Approval of the July 6, 2021 Town Council Regular Meeting Minutes.
- ITEM #3** Acceptance into the public record of the August, 2021 paid bills.
- ITEM #4** Acceptance of the cash receipts and disbursements report for June, 2021.

Mayor Peterson announced the consent agenda and asked the Council if they had any questions.

Council Member Kroyer pointed out that past council member, Michael Krahe was incorrectly listed as attending the meeting in the July 6, 2021 Meeting Minutes. It was noted those Minutes would be amended to be corrected.

Council Member Kroyer **moved** to approve the Consent Agenda. There was a **second** by Vice Mayor Crane. The motion **carried** unanimously.

CALL TO THE PUBLIC

ITEM #5 Call to the Public.

Mayor Peterson announced the Call to the Public and asked Town Clerk, Kandace French Contreras, if she has received any submissions.

Mrs. French Contreras stated she has received one public comment and was asked to read it into the records. Mrs. French Contreras read a Public Comment into the record from Maureen Benedetto, a Carefree resident. Ms. Benedetto addressed her comment to the “UCFD, Carefree Water, and the Carefree Tow Council.” It stated that many public statements had been made that a water tank at the Boulders was necessary for the “Water Transition: project. She wrote that Greg Crossman said that the new interconnection with Scottsdale Water will provide adequate water for ordinary uses. She questioned if it were true that the water will come from the interconnection at Carefree Highway and Terravita Way. She asked, “To achieve sufficient volume for potential fire flow needs at Lowe’s what are the reasons Carefree is unwilling to rely upon water storage in Cave Creek as we do today?”

Question 2 from Ms. Benedetto asked if “the true purpose of the tank in the Boulders to provide water for the new development across the street at the corner of Tom Darlington and (corrected) CAREFREE HWY where the Town plans to have either a ‘resort’ dense residential housing (such as apartments), or a retirement community built (sic)?” She went on to ask if the only way the area can be developed according to the “wishes of Town officials was by building a water tank across the street in the Boulders?” She asked what locations have been considered for Town Hall and if the Town plans to use eminent domain to acquire a new site for Town Hall? She also questioned “what public studies have been done to show the majority of Carefree residents want to have all land in the area developed for commercial purposes in order to avoid having a property tax?” Finally, she asked if it were “true that Town has decided to impose a property tax so that we can have Automatic Aid?”

Mayor Peterson explained that the Council could not address her questions at the meeting but that there appeared to be a significant communications gap. As such, Ms. Benedetto was invited to Town Hall to meet with the Mayor to go over her questions in greater detail. The Mayor explained why the Council could not address her questions during this meeting but welcomed meeting with Ms. Benedetto.

The Mayor asked if there were any other written comments. He then asked if there was anyone that wanted to address the Council. It was acknowledged that Mr. James Dove “raised his hand” electronically on Zoom.

Mr. James Dove was acknowledged and welcomed to comment. He explained he had submitted a written comment to Town Hall but would read it into the record himself. He read as follows:

“The Carefree Town Council has held many open public hearings regarding the acquisition of its’ residents still on Carefree Water. Since 2018 I have personally been in communication with Mayor Peterson and Town Council seeking water acquisition updates. In 2019 I received letters from Cave Creek Water stating their water contained dangerous cancer-causing byproducts. Thankfully, the Town of Carefree had already started the water acquisition process for its’ citizens.

As I followed the Town’s progress, I found the Town of Carefree to be completely transparent throughout the entire process. The Town provided access to the water acquisition details and later to the proposed water tank engineering studies. After these extensive engineering studies were completed—I sat through a 5-hour public update from the engineers on the currently proposed water tank location. If there was a concern over the Boulders water tank location that was the time to its’ residents to speak up.

The current 300K gallon water tank proposal has also outlined concerns to minimally impact the residents of the Boulders. The currently proposed—the mostly below grade water tank—has very little aesthetic impact on the Boulders community. The tank will be covered with native desert landscape and well maintained by the Town of Carefree Water Company. I have seen other water tanks that serve the Carefree community and all of those tanks are visible and above ground.

Residents in and outside the Boulders have to understand the Town of Carefree encompasses all homes and as Mayor Peterson has explained “we all share the cost” of our community utilities. I waited four hours to speak before the Arizona Corporation Commission to object to a recent Liberty Utilities rate increase. I understand Liberty Utility’s need to recover their costs by moving the waste treatment facility from the Boulders to the City of Scottsdale. This move solely benefitted the Carefree residents at the Boulders. So - if I may - I am helping pay for this utility expense as a part of the greater Carefree community. I objected because of the amount of Liberty Utility’s increase and in the end a compromise was reached. That is the process and how it is supposed to work!

The currently proposed water tank location provides the best engineering location and most cost-effective way to serve all residents of the Town of Carefree—while providing a reliable, safe water source.

Thank you for the opportunity to address this critical community issue.”

Mayor Peterson thanked Mr. Dove and asked if there were any other public comment. None were noted.

REGULAR AGENDA:

ITEM #6 Current Events.

Mayor Peterson announced this agenda item and asked if anyone had a Current Event to announce. He stated he had one and that was the COVID variant was increasing in the area. He encouraged caution.

ITEM #7 Review, discussion and possible action to approve Ordinance 2021-03 amending Ordinance 2002(1-12, 4-1-1B(3)) eliminating the suspension fee in civil traffic cases and applying the suspension fee to criminal traffic cases only.

Mayor Peterson announced Agenda Item #7 and introduced the Honorable Tara Parascandola with the Carefree – Cave Creek Municipal Court.

Judge Parascandola thanked the Council. She explained that the request to approve newly drafted Carefree Ordinance 2021-03 and amending or eliminating Ordinances 2002-1-12, 4-1-1(B)3 and 2013-08 was due to recent Arizona legislative changes eliminating a suspension fee for civil traffic offenses. She stated the suspension fee was still permissible for criminal traffic failure to pay cases. Additionally, the fee amount referenced in the Town’s prior ordinances were no longer accurate. Therefore, there was a need to rescind the two Carefree Ordinances and enact the new Ordinance to reflect the statutory changes coming into effect September 29th due to the amendment of ARS §28-1601 at the legislative level.

There was question regarding how to word the motion. Judge Parascandola clarified the motion and explained rescinding the prior ordinances and setting in place Ordinance 2021-03.

Vice Mayor Crane asked about the effective date. Town Clerk Kandace French Contreras explained the emergency clause and the effective date to take place on September 29th.

Council Member Kroyer **moved** to approve Ordinance 2021-03 and rescinding the prior ordinances as stated in agenda item #7. There was a **second** by Council Member D’Aliesio. The motion **carried** unanimously.

ITEM #8 Presentation by Communications Coordinator Alex Orozco regarding launch of the new Town of Carefree website.

Mayor Peterson read the agenda item and explained that last year the Town Council and staff looked at a new Strategic Work Plan for the Town. To optimize success, the work plan was broken down into four areas. One was Infrastructure Management which was presented in July by Mark Milstone. The Economic Development was addressed in August by Steve Prokopek. Now is the time to address the area of marketing, communications, and community engagement. The Town website is a very important part of this area. It is difficult for the Town Council and staff to communicate with the public. There is no direct media and not all the Carefree residents are on social media. Newspapers go far beyond Carefree boundaries and there is no radio or television coverage in Carefree. This makes the website especially important. The Mayor pointed out this is the third of four pillars. The fourth pillar is quality community development which takes a look at engaging the entire community in developing a General Plan, which usually lasts for a 10-year period. It starts asking, “Who are we? What are we and what do we want to be over 10 years?”

What do we want to focus upon and what should be commercial development? This will be a monumental task.

In the meantime, the Mayor asked Alex Orozco to walk them through the new website, which they are all excited about.

He then introduced Communications Coordinator Alex Orozco. Ms. Orozco shared her screen and presented the new website with the opening page showing drone footage near the Boulders. She explained that the focus was to make the external communication in alignment with the increased communications in the Communications Plan that the Council approved in July, 2021. A review of the analytics of the previous website over the last 6 months showed challenges with usability, functionality, and overall user experience. It was determined to focus on simplicity.

Alex presented the newly designed Town of Carefree website. She explained that it was important to make it simple to allow for seamless navigation of the site. She showed the portal page, or landing page and explained it was divided, like a "fork in the road" to allow users to make a choice of the Town of Carefree Government page as well as the Experience Carefree Tourism and Visitor's page that took the user to the VisitCarefree.com site without having two separate websites for the user to choose. One landing page with two options was a more user-friendly design.

She clicked on the widget for the Government site and explained that she would highlight some of the new functions. She recommended each user play with the site and get used to it. She showed the new search bar and showed how the search bar worked without using the dropdown menu. Then she showed the quick link option for quick access to important information. She also implemented a new newsletter called "Spotlights" under the Quick Links section of the website in the middle of the page. This section highlights important information. She has also added "A Letter from the Mayor" based on feedback from the community. "Town News" is also being provided and will be changed and updated frequently. There is also an "Events" category link that lists current events. These events will be rotating. It is also possible to subscribe to updates.

There was a question from Council Member Hatcher regarding the subscription feature. Alex clarified the function and how the update emails will be sent out to the subscriber.

Council Member Kroyer and D'Aliesio thought the function wasn't straightforward and suggested a clearer description. A discussion ensued regarding the welcome feedback and ability to adjust the website based on actual user response.

Council Member Hatcher expressed his appreciation and pleasure in the new site.

Vice Mayor Crane asked if COINS would continue to exist. Alex affirmed it would. Vice Mayor Crane asked for a demonstration and Alex navigated through the portal to show the Council how it would look and work.

There were additional comments and thoughts regarding the new website by the Council Members. Alex also demonstrated the ability to pull up all the prior updates regarding any subject on the website. She gave the Council an example using the Water Storage and Water Acquisition history. The Fast Facts and videos are available, along with the historical documentation published by the

Town and the meetings of the Water Company and Town. There were additional questions regarding updates and email notification alerting those that subscribe of any updates.

It was acknowledged that the website was much improved. Alex was given appreciation for the last six months of work rebuilding and designing the website. Alex explained it will be an ongoing project and will consistently be updated and revised. She also demonstrated the YouTube channel link and other social media links such as Twitter and Facebook on the top left of the website. YouTube subscribers will also get notices of updates.

Economic Development Director, Steve Prokopek, interjected and explained the drone footage shown on the front page of the website will be updated periodically to show different images and areas of the Town of Carefree.

No action was taken regarding this agenda item.

ITEM #9 Review, discussion and possible action to authorize the Mayor to enter into a lease with Rural Metro Fire Corporation to temporarily (month-to-month) house and store vehicles, equipment and employees from Cave Creek Firehouse Unit 825 at the Carefree Fire Station beginning in October, 2021.

Mayor Peterson announced the agenda item and introduced Town Administrator, Gary Neiss.

Mr. Neiss explained that the Town of Cave Creek is in the process of developing their own Town provided fire and emergency services with a model similar to the Carefree fire and emergency services model. As such, the Cave Creek Town Council has decided to own all the fire and emergency services assets/equipment. As an initial step, they evaluated several fire houses options. Their motivation was the two regional fires within the Town of Cave Creek boundaries that required regional response from other agencies. The Town of Cave Creek did not have its own Fire Service. Cave Creek hired an Assistant Deputy Chief from the City of Scottsdale, Jim Ford. Chief Ford and Mr. Neiss have a decades long working history and have had excellent communication.

Cave Creek looked at several sites for a fire house, including the existing fire station, occupied by Rural Metro. This fire station is important to the Town of Carefree as it responds to west side of Carefree in addition to the subscribers to Rural Metro within the Cave Creek boundaries as well as the County Island south of Carefree and Cave Creek. There are as many subscribers in that County Island as there is in Cave Creek. So, it is important to keep another station to respond to these areas. They do not know where the Rural Metro fire station will go since Cave Creek is now acquiring and remodeling that station in Cave Creek. It is most likely that Cave Creek will go with another service provider, most likely Daisy Mountain. To join mutual aid and Daisy Mountain is a significant investment. With Rural Metro, we control the fire department and the assets. Mr. Neiss stated we have a good relationship with Rural Metro that goes back to a date in the 1960s, prior to incorporation. Rural Metro is now looking for a place to house the fire company that was located in Cave Creek.

Based upon these decisions by the Town of Cave Creek, Rural Metro requested to temporarily relocate the engine company currently located at this fire station in Cave Creek to the Carefree

fire station while they investigate alternatives for another fire station. It is important to maintain the presence of this second engine as it permits for adequate response in the case of simultaneous calls for service. In addition, this engine will still cover current subscribers to Rural Metro fire and emergency services within the Town of Cave Creek as well as the county island south of Carefree and Cave Creek. The Carefree fire station does contain an empty bay that can support this engine. The redundancy of services is a benefit to the Town of Carefree and Rural Metro's response to the west side stands at 5 ½ minutes which is still within the 6-minute window required for service.

In return, Rural Metro is proposing to pay the Town of Carefree \$5,000 per month, month to month, and cover all utilities. Rural Metro will cover all costs of supplementary furnishings to house the additional staff. Rural Metro is also actively seeking the placement of an ambulance on the west side of Black Mountain to timely respond to calls for medical assistance. In the meantime, the Cave Creek Rural Metro station will look for an alternative new home.

It also is important to note that the Carefree Town Council appointed Public Safety Advisory Committee has been meeting since last April to consider options for future fire and emergency services given the evolving circumstances in Cave Creek. This citizen Committee will be forwarding their recommendations to the Council later this fall. The Committee has conducted extensive public meetings to interview all interested fire and emergency service agencies and determine options for level of service, ballpark costs, and funding choices.

Council Member Hatcher asked about the number of fire stations in Cave Creek. Mr. Neiss responded and said there was currently one station, but they are looking at adding two other stations. One to perhaps be shared with the Daisy Mountain District. Much is still needed to be determined.

There were additional comments and discussion regarding locations and number of fire station calls. It was reiterated that this would be a temporary situation. There was additional discussion regarding the national average for the number of stations per population.

Council Member Kroyer **moved** to authorize the mayor to enter into the lease with Rural Metro beginning in October. There was a **second** by Council Member D'Aliesio. The motion **carried** unanimously.

ITEM #10 **Approval of street closures for Thunderbird Artists' 28th Annual Fall Carefree Fine Art & Wine Festival Friday, November 5 through Sunday, November 7, 2021 from 10:00 a.m. to 5:00 p.m. with set-up beginning November 4 at 5:00 p.m. and tear down on November 7 at 5:15 p.m. Road closures include Hum and HoHum Road, Easy Street, and Sundial Circle as shown in the attached map. Council approval tentative based upon COVID-19 state guidelines.**

Mayor Peterson announced the agenda item and introduced Economic Development Director Steve Prokopek.

Mr. Prokopek presented a Power Point and explained that the Thunderbird Artists were going into their 29th year of the Thunderbird Fine Arts and Wine Festival. As is required each year, street

closures are required. This is the only significant event for the Town that requires street closures other than the Veterans Run, which is small and short in duration. Mr. Prokopek asked if the Council could also consider the January and March events in addition to the November event listed on the agenda.

There was discussion and it was determined that only the January event would be discussed at this time but that the other two dates could be addressed by the Council at a later date. It is also understood that any approval is subject to any new COVID-19 guidelines issued by the State or Town Council. As this is a new layout, staff will evaluate, and make access changes as necessary for subsequent shows in 2022. Mr. Prokopek reminded the Council that there were events held in the Winter and Spring that went very well and complied with all the COVID safety protocols. The Thunderbirds did a great job. He also wanted to point out the map that was provided to the Council and that the area around Spanish Village will not be included in the closure. The new owners of Spanish Village expressed that they did not want that section of their building parking being included in the festival closure.

Mr. Prokopek noted that the lack of fencing due to the elimination of alcohol service the last two events resulted in a more free-flow event that the local businesses approved and appreciated. However, the wine service is a significant revenue source for the Thunderbirds. Therefore, the Town worked with the Thunderbirds to minimize the fencing and keep the Desert Gardens open for the general public to walk through. Mr. Prokopek referred to the map provided to the council that indicates it will be much easier to walk through and not interfere with business or pay an entrance fee.

At that time public member Maureen Benedetto spoke and raised concerns that there were staff not wearing masks and that she wanted to go over prior subjects. She wanted to ask questions and she wanted to keep everyone safe and there were people drinking water and not wearing masks. She said she digressed, but she has questions, and she thinks it is interesting she is being stifled for not speaking about the current agenda item.

Mayor Peterson invited Ms. Benedetto to call his office and make an appointment to come in and speak with him regarding her concerns. Ms. Benedetto declined and stated she found it interesting that the Mayor likes to have people come and talk to him privately rather than in a public forum. She would rather he answer her questions as a resident of Carefree in a public forum rather than come into his office privately and meet one-on one. She stated she really wanted to have her questions answered in public. She stated if he could not do that, she was sorry, but she didn't think the Mayor was really serving the people when he does that. Her personal opinion it is not anything against him. She stated she thinks he and the Council does a great job sometimes, sometimes not, but she just really wants to bring out some of the things that have happened in this meeting, and she was pretty active in the chat room, and she believed Council Member D'Aliesio brought up the lack of masks and told the staff to put them back on.

Council Member D'Aliesio spoke and disagreed with Ms. Benedetto's statement and clarified he asked if there was a mask mandate in the office and it was clarified there was not a mask mandate. He did not tell anyone to put masks on.

Council Member Kroyer asked to have the meeting brought back on topic.

Ms. Benedetto was reassured that her questions would be answered in a public forum at another time.

There were additional comments by the Council regarding the number of attendees for the Thunderbirds event. There was discussion by staff and council. Mr. Prokopek stated that there was a large area for attendees and there would not be a problem but that he was looking at the Pavilion and acknowledged that there would have to be a determination regarding the number of attendees allowed in that area for an event. He will work with the Thunderbirds and Gary Neiss and look at CDC guidelines.

Council Member Kroyer commended Mr. Prokopek and the Thunderbirds on their prior work to keep the public safe during COVID. There were additional comments about the availability of masks and signage as needed.

Denise of the Thunderbirds responded that they still had all the signage and supplies from the prior shows and would make it all available for the upcoming event. She said that anything that was required by the CDC would be made available and they will follow COVID mandates. There was further discussion regarding mask mandates and traffic plans. Council Member Geiger wanted assurance to be able to shut down the event in case of the development of COVID. Mr. Prokopek responded.

It was determined after additional discussion that a condition of approval would be that the event would be canceled right up to the start of the show, if required, based on the increase in COVID. Only the November program is being addressed at this time and the additional shows will be reviewed at a later date based on the agenda language.

Council Member Hatcher **moved** to approve the street closure and show as amended to include the withdrawal of the approval based on COVID development. There was a **second** by Council Member Kroyer. The motion **carried** unanimously.

ITEM #11 **Appointment of a Council Member to fulfil the unexpired term of the seat vacated by Council Member Michael Krahe pursuant to Carefree Town Code § 2-1-3. Applicants to be considered are:**

Paulie M. Fabian
Michael J. Johnson
Gene Orrico
~~Pam Wold~~

Mayor Peterson announced the agenda item. He explained that of the original applicants, two of them had withdrawn their names from consideration at this time. As a result, the applicants to be considered to fulfil the unexpired term of Michael Krahe were Michael J. Johnson and Gene Orrico. Both applicants were given an opportunity to speak and address the public and Council prior to the vote.

Vice Mayor Crane spoke regarding the strong qualifications of all five candidates and acknowledged that the Council could not go wrong with appointing any of the five to the vacant

seat. It was representative of the quality of people that live in the community. He thanked them all.

There was a discussion regarding how the voting would take place and it was determined that a silent vote would take place by messaging or texting Town Clerk Kandace French Contreras.

The voting took place.

Mrs. French Contreras announced that the voting was as follows:

Michael J. Johnson – 5 votes.

Gene Orrico – 1 vote.

Mayor Peterson announced that the successful applicant to the remaining term was Michael J. Johnson. Mr. Johnson was congratulated, and Mr. Orrico was thanked and acknowledged as also being a strong and capable candidate. Arrangements for Mr. Johnson's swearing in was discussed and arranged with Town Clerk French Contreras.

ITEM #14 Adjournment.

Mayor Peterson announced the agenda item and asked for a motion to adjourn.

Council Member Kroyer **moved** to adjourn. There was a **second** by Council Member D'Aliesio. The motion **carried** unanimously.

The meeting ended at 6:48 p.m.

DATED this 22nd day of September, 2021.

TOWN OF CAREFREE

BY: _____
Kandace French Contreras, Town Clerk

TOWN OF CAREFREE

Les Peterson, Mayor

Attest:

Kandace French Contreras, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held September 7, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Kandace French Contreras, Town Clerk

Check Register Report

ALL CHECKS SEPTEMBER 2021

BANK: NATIONAL BANK OF ARIZONA



Date: 09/24/2021
Time: 12:11 pm
Page: 1

Town Of Carefree

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
47605	09/03/2021	Printed		0112	ARIZ SUPREME COURT	Hearing Officer School	150.00
47606	09/03/2021	Printed		1470	BROWN & ASSOCIATES	Aug 21 Bld Inspect 103 Hrs	6,515.00
47607	09/03/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Reimb Gas Diesel Share WSP	1,426.65
47608	09/03/2021	Printed		3299	CIRCLE K UNIVERSAL	Aug 21 Gasoline All Depts	802.83
47609	09/03/2021	Printed		3417	COE & VAN LOO II LLC	Water ENG Neigh A,B,C 7/27/21	2,750.00
47610	09/03/2021	Printed		1329	COLONIAL SUPPLEMENTAL INS	Aug 21 Supplemental Ins	111.56
47611	09/03/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Sep 21 Median Maintenance	4,955.00
47612	09/03/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Sep 21 Gardens Maintenance	2,000.00
47613	09/03/2021	Printed		3210	ECOBLU ENTERPRISES. INC.	Sep 21 Gardens Fountain Serv	863.08
47614	09/03/2021	Printed		3594	FINN, ELIZABETH R	Court Admin Serv 8/16 to 8/27	4,000.00
47615	09/03/2021	Printed		1320	KARSTEN'S ACE HARDWARE	Aug 21 Pub Wrks Supplies	115.10
47616	09/03/2021	Printed		0091	MARICOPA COUNTY TREASURER	July 21 Court Remittance	748.77
47617	09/03/2021	Printed		3015	NOTHING BUT NET	Sep 21 Comp Maint Agreements	1,506.19
47618	09/03/2021	Printed		3527	RICK ENGINEERING CO - ARIZONA	Ped. Crosswalk Prj Aug 21	12,007.50
47619	09/03/2021	Printed		3527	RICK ENGINEERING CO - ARIZONA	Pavement Maint Prj Aug 21	2,512.00
47620	09/03/2021	Printed		3689	RWC INTERNATIONAL, LTD.	Tymco Street Sweeper Regen	733.62
47621	09/03/2021	Printed		3592	SOUTHWEST CERAMIC COATINGS INC	3rd Rhino Shield Paint Gardens	8,325.00
47622	09/03/2021	Printed		1794	STAPLES ADVANTAGE	Court Office Supplies	74.71
47623	09/03/2021	Printed		0021	STATE TREASURER	July 21 Court Remittance	5,858.63
47624	09/03/2021	Printed		3226	TECH 4 LIFE COMPUTERS	Monthly Web Hosting	150.00
47625	09/03/2021	Printed		3461	TITAN COMMERCIAL CLEANING	Aug 21 Town, Gardens Cleaning	7,305.00
47626	09/03/2021	Printed		3168	UNITED ROTARY BRUSH CORP	Sweeper Brooms	1,786.84
47627	09/03/2021	Printed		3115	VERIZON WIRELESS	Aug 21 Mobile Phone All	459.36
47628	09/03/2021	Printed		3430	WS DARLEY & CO	100 foot Fire Hoses - 5	2,955.00
47629	09/09/2021	Printed		3595	AMAZON CAPITAL SERVICES	Credit Memo Chair	688.77
47630	09/09/2021	Printed		0414	AZ MUN. RISK RETENTION POOL	2nd Qtr FY2022 Town Ins	8,213.00
47631	09/09/2021	Printed		1753	BERTRAM SIGNS & GRAPHICS	10 Aluminum Sec Camera Signs	874.40
47632	09/09/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Sept 21 Water All Depts	2,946.74
47633	09/09/2021	Printed		1460	COX COMMUNICATIONS	Sep21 Town Internet & Phones	1,004.31
47634	09/09/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards Marilyn Dodge	53.90
47635	09/09/2021	Printed		1812	HEAVY EQUIPMENT MACHINERY INC.	KickBroom Hydraulic Cyl Repair	218.27
47636	09/09/2021	Printed		3584	KIMLEY-HORN AND ASSOCIATES,INC	Aug 21 Carefree Signage Plan	2,468.00
47637	09/09/2021	Printed		1876	LOWE'S	Aug 21 Pub Wrks Supplies	150.41
47638	09/09/2021	Printed		3221	NATIONAL BANK OF ARIZONA	Dell Computers,Trk Rpr Supplie	2,344.75
47639	09/09/2021	Printed		2081	O'REILLY AUTO PARTS, INC	Pub Wrks Vehicle Maint	6.94
47640	09/09/2021	Printed		3105	PETERSON, LES	Miles & Meals League conf	218.29
47641	09/09/2021	Printed		3010	REPUBLIC SERVICES #753	Sep 21 Trash PU 8 Sundial Cir	455.20
47642	09/09/2021	Printed		3425	RURAL ARIZ GROUP HEALTH	Sep 21 MedicalDental Vison All	14,036.09
47643	09/09/2021	Printed		0668	RURAL METRO FIRE DEPT.	Aug 21 Fire Truck Diesel	426.06
47644	09/09/2021	Printed		1691	SPARKLETTS	Aug 21 Bottled Water All	116.98
47645	09/09/2021	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	1,022.49
47646	09/09/2021	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Town Copier Maint	349.76
47647	09/09/2021	Printed		3265	TRACTOR SUPPLY CO	Parts Oil Rpr KickBroom	122.28
47648	09/09/2021	Printed		352	WESTERN STATES PETROLEUM INC.	Aug 21 Pub Wrks Diesel	721.10
47649	09/17/2021	Printed		0300	ARIZ PUBLIC SERVICE	Sept 21 Electric All Depts	2,473.44
47650	09/17/2021	Printed		1900	ARIZONA REPUBLIC - LEGAL	Ads Pub Wrks&Court Clerk	612.94
47651	09/17/2021	Printed		1326	ARIZONA REPUBLIC - SUBSCRIBE	Oct 21 Newspaper Subscrip	62.53
47652	09/17/2021	Printed		3597	BMI	1YrPerform Royalty to 9/01/22	368.00
47653	09/17/2021	Printed		3463	BUSTAMANTE & KUFFNER PC	Aug 2021 Town Prosecutor Serv	2,110.00
47654	09/17/2021	Printed		3293	CITI CARDS	Grdns Radio, AMCA Clerks Class	45.63

Check Register Report

ALL CHECKS SEPTEMBER 2021

Date: 09/24/2021

Time: 12:11 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
NATIONAL BANK OF ARIZONA Checks							
47655	09/17/2021	Printed		1460	COX COMMUNICATIONS	Sep21 Mnt Shop Internet &Phone	322.76
47656	09/17/2021	Printed		3304	FESTIVE LIGHTING AZ LLC	Christmas Tree 1/2 Down	1,725.00
47657	09/17/2021	Printed		3594	FINN, ELIZABETH R	Court Admin Serv 8/30- 9/10/21	4,000.00
47658	09/17/2021	Printed		3585	HAROLD'S CAVE CREEK CORRAL	Court Restitution Pmt	250.00
47659	09/17/2021	Printed		954	J.P. COOKE CO.	Court Admin Stamp and Sign	49.67
47660	09/17/2021	Printed		3578	LIBERTY UTILITIES	Aug 2021 Sewer Gardens	809.24
47661	09/17/2021	Printed		3015	NOTHING BUT NET	3 License f Camera WIFI Applia	970.20
47662	09/17/2021	Printed		3015	NOTHING BUT NET	Aug 21 New PC Setups & Install	1,196.25
47663	09/17/2021	Printed		3053	QUADIEN, INC	Postage Meter Lease	97.71
47664	09/17/2021	Printed		0668	RURAL METRO FIRE DEPT.	Sep 2021 Fire Service Contract	129,451.74
47665	09/17/2021	Printed		3236	SHARP BUSINESS SYSTEMS	Court Copier Maint Agree	167.89
47666	09/17/2021	Printed		3098	SONSRAY MACHINERY	Blades for Tractor	725.82
47667	09/17/2021	Printed		3352	UNUM LIFE INSURANCE COMPANY	Oct 2021 Short Term Dis Ins	412.41
47668	09/17/2021	Printed		3451	VERIZON CONNECT NWF, INC.	Aug 21Pub Wrks Mobile Dev	19.00
47669	09/24/2021	Printed		3495	ASSURITY LIFE INSURANCE CO	Sept 21 Supplemental Ins	535.12
47670	09/24/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Court Judgement,Sentence Forms	274.72
47671	09/24/2021	Printed		3594	FINN, ELIZABETH R	Sept 12-Sept 24 Town Admin Ser	4,000.00
47672	09/24/2021	Printed		3111	GONZALES ASPHALT, INC.	2,000SqFt 3" Asph Father Kino	11,476.50
47673	09/24/2021	Printed		1458	HORIZON	Median Weedkiller4 10gal Cases	1,391.64
47674	09/24/2021	Printed		949	TARA. PARASCANDOLA	Sept 2021Court Magistrate Serv	3,750.00
47675	09/24/2021	Printed		3010	REPUBLIC SERVICES #753	Shop 40 Yd Rolloff 9/2 9/13	2,957.59
47676	09/24/2021	Printed		1075	SHERMAN & HOWARD LLC	General Legal through 8/31/21	620.00
47677	09/24/2021	Printed		1920	SOUTHWEST GAS	Sept 21 Gas All Depts	97.02
47678	09/24/2021	Printed		3591	THE DOYLE FIRM, P.C.	Legal thru 8/13/21Litigation	265.40
47679	09/24/2021	Printed		0080	US POSTAL SERVICE	PO Box 740 1 Year Box Rent	284.00
47680	09/24/2021	Printed		3115	VERIZON WIRELESS	Sep 21 Mobile Phones All	458.76
47681	09/24/2021	Printed		3051	ZUMAR INDUSTRIES, INC. ARIZONA	75 Stop Signs 20 4-Way signs	4,956.49

Total Checks: 77 Checks Total (excluding void checks): 281,487.05

Total Payments: 77 Bank Total (excluding void checks): 281,487.05

Total Payments: 77 Grand Total (excluding void checks): 281,487.05

Combined Trial Balance - All Funds
July 31, 2021



Assets

Checking - National Bank of AZ	1,627,243
Local Gov't Investment Pool - AZ	11,521,090
Petty Cash	700
Receivables	103,603
Intergovernmental Receivables	652,341
Advances to the Water Company	3,221,883
Total Assets	\$ 17,126,861

Liabilities

Accounts Payable	35,110
Bonds	38,510
Deferred Revenue	45,384
Long Term Deferred Revenue	3,221,883
Total Liabilities	\$3,340,888

Fund Balance

Fund Balance-Beginning of Year	13,767,123
Year-to-date change in Fund Balance	18,851
Total Fund Balance	13,785,973
Total Liabilities and Fund Balance	\$ 17,126,861

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$11,104,594
Total	\$13,604,594

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of July 31, 2021

Revenues	FY2020	FY2021	FY2022	2021 vs 2022		July 21	% of Budget
	YTD July	YTD July	Y-T-D	% (+/-)	Budget		
Local Sales Taxes (1 month lag)	\$238,814	\$197,409	\$ 256,094	29.7%	2,500,000	256,094	10.2%
State Sales Taxes (1 month lag)	27,815	42,277	47,820	13.1%	461,000	47,820	10.4%
Building Fees	12,917	31,797	46,915	47.5%	400,000	46,915	11.7%
State Income Tax	41,769	46,769	42,698	-8.7%	512,000	42,698	8.3%
Fines	4,170	4,918	25,647	421.5%	130,100	25,647	19.7%
Court Service Fees	27,681	14,394	0	0.0%	178,106	0	0.0%
Town Clerk-Misc. Sales	120	48	0	0.0%	500	0	0.0%
Town Clerk-Permits & Sol Fees	300	0	25	0.0%	700	25	3.6%
Water Company Reimbursements	57,550	57,675	57,675	0.0%	692,105	57,675	8.3%
33 Easy St Rent	1,166	1,300	1,300	0.0%	15,600	1,300	8.3%
Miscellaneous Income & Donations	25,000	25,020	13	-99.9%	51,000	13	0.0%
Interest Income	14,334	821	94	-88.6%	21,419	94	0.4%
Utility Franchise Fees (1 month lag)	111,845	121,420	130,033	7.1%	350,000	130,033	37.2%
County Lieu Tax (1 month lag)	16,052	16,577	15,161	-8.5%	182,000	15,161	8.3%
General Fund & All Funds Reserve Contribution(Below)	0	0	0	0.0%	4,108,945	0	0.0%
Special Events	28,720	7,920	2,960	-62.6%	40,000	2,960	7.4%
County & State Grants	0	0	0	0.0%	209,798	0	0.0%
Court Enhancement, GAP, MJCEF	446	847	1,277	50.8%	22,400	1,277	5.7%
HURF (1 month lag)	23,313	19,806	24,683	24.6%	261,000	24,683	9.5%
Cemetery	0	0	0	0.0%	600	0	0.0%
CPR Ed Fund	668	0	0	0.0%	200	0	0.0%
CARES Fund Grants	0	450,846	0	0.0%	468,521	0	0.0%
Utility Capital Improvement Fund	6,225	6,485	8,934	37.8%	22,400	8,934	39.9%
Fire Reimb Income & Ins Reimb	19,849	17,281	0	0.0%	53,600	0	0.0%
Fire Fund-L Sales Tax (1 month lag)	119,406	98,705	128,047	29.7%	1,250,000	128,047	10.2%
Total Revenues	778,160	1,162,315	789,377	-32.1%	11,931,994	789,377	6.6%
Expenses							
Mayor & Council	221	101	1,509	1394.4%	214,375	1,509	0.7%
Town Clerk	23,062	19,027	29,380	54.4%	330,534	29,380	8.9%
Court	21,343	21,340	34,879	63.4%	285,532	34,879	12.2%
Administration	49,459	47,418	55,941	18.0%	571,832	55,941	9.8%
Claims & Losses	0	400	0	0.0%	10,000	0	0.0%
Legal	1,783	34,506	36,219	5.0%	160,000	36,219	22.6%
Risk Management	33,353	8,041	36,031	348.1%	120,000	36,031	30.0%
Planning & Development	14,308	16,617	19,132	15.1%	304,622	19,132	6.3%
Building Safety	15,928	16,516	19,714	19.4%	275,177	19,714	7.2%
Law Enforcement	38,938	42,209	42,767	1.3%	539,392	42,767	7.9%
Code Enforcement	3,636	3,655	4,436	21.4%	81,895	4,436	5.4%
Engineering	2,437	2,477	9,728	292.7%	269,684	9,728	3.6%
Public Works - Streets & Gardens	64,265	44,527	51,933	16.6%	898,723	51,933	5.8%
Debt Service WIFA	227,509	231,385	235,406	1.7%	244,226	235,406	96.4%
33 Easy St	2,159	2,496	2,286	0.0%	27,750	2,286	8.2%
Capital Improvement Program (See Below)	0	0	0	0.0%	-	0	0.0%
Public Safety Fire General Fund	0	0	0	0.0%	279,733	0	0.0%
Economic Development	58,285	12,215	12,824	5.0%	320,003	12,824	4.0%
Contingencies	0	0	0	0.0%	200,000	0	0.0%
Court Enhancement, GAP, MJCEF	0	0	695	0.0%	1,437	695	48.4%
HURF (See Below)	0	0	0	0.0%	-	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	0	126,294	0	0.0%	468,621	0	0.0%
Utility Capital Improvement Fund (See Below)	0	0	0	0.0%	-	0	0.0%
Transfers Out	0	0	0	0.0%	-	0	0.0%
Fire Fund	126,396	3,990	133,834	3254.2%	1,304,300	133,834	10.3%
Total Expenses without Capital Expense	683,082	633,214	726,715	14.8%	6,908,638	726,715	10.5%
Net without Capital Expense	\$ 95,078	\$ 529,101	\$ 62,661		\$ 5,023,356	\$ 62,661	1.2%
All Capital Projects	0	49,556	43,811	0.0%	5,000,000	43,811	0.9%
Total Expenses with Capital Expense	683,082	682,770	770,526	12.9%	\$11,908,638	\$770,526	6.5%
Net with Capital Expense	95,078	479,545	18,851	-96.1%	23,356	18,851	80.7%

TOWN COUNCIL
OCT - 5 2021
7



CAVE CREEK UNIFIED SCHOOL DISTRICT
community inspired • globally prepared



Schools Open Since Sept 8, 2020

Quick Facts

Current Enrollment – 4,894 (January 2021 – 5,131)

Employees - Approximately 650

Boundaries - North - Jenny Lynn Road

South - Pinnacle Peak Rd.

East - 182nd St.

West - 40th St.

District Boundaries consist of 175 square miles

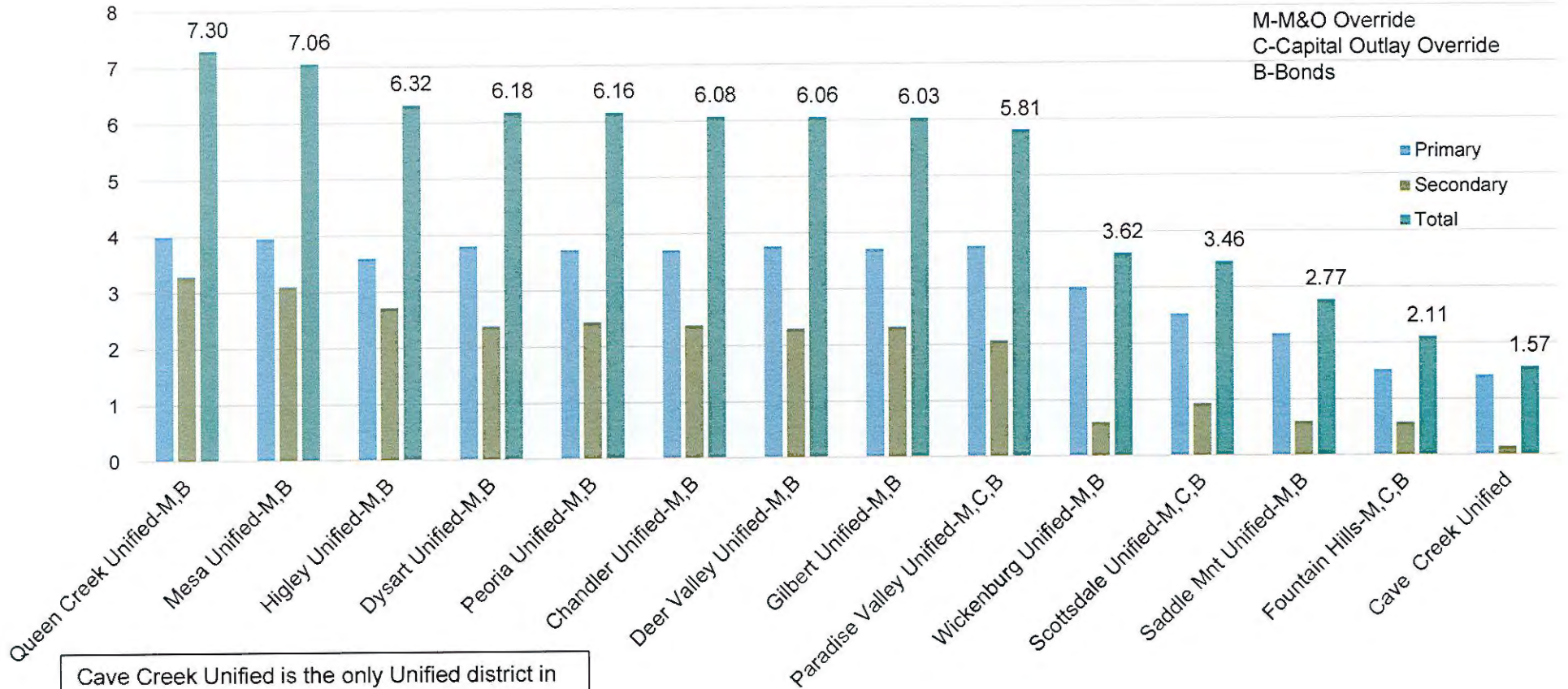
Graduation rate - 97%

Current elementary class size average around 24

We are the only Unified School District in Maricopa County that does not have a current voter approved Maintenance and Operations override and/or Bond in place and these are both voter-approved.

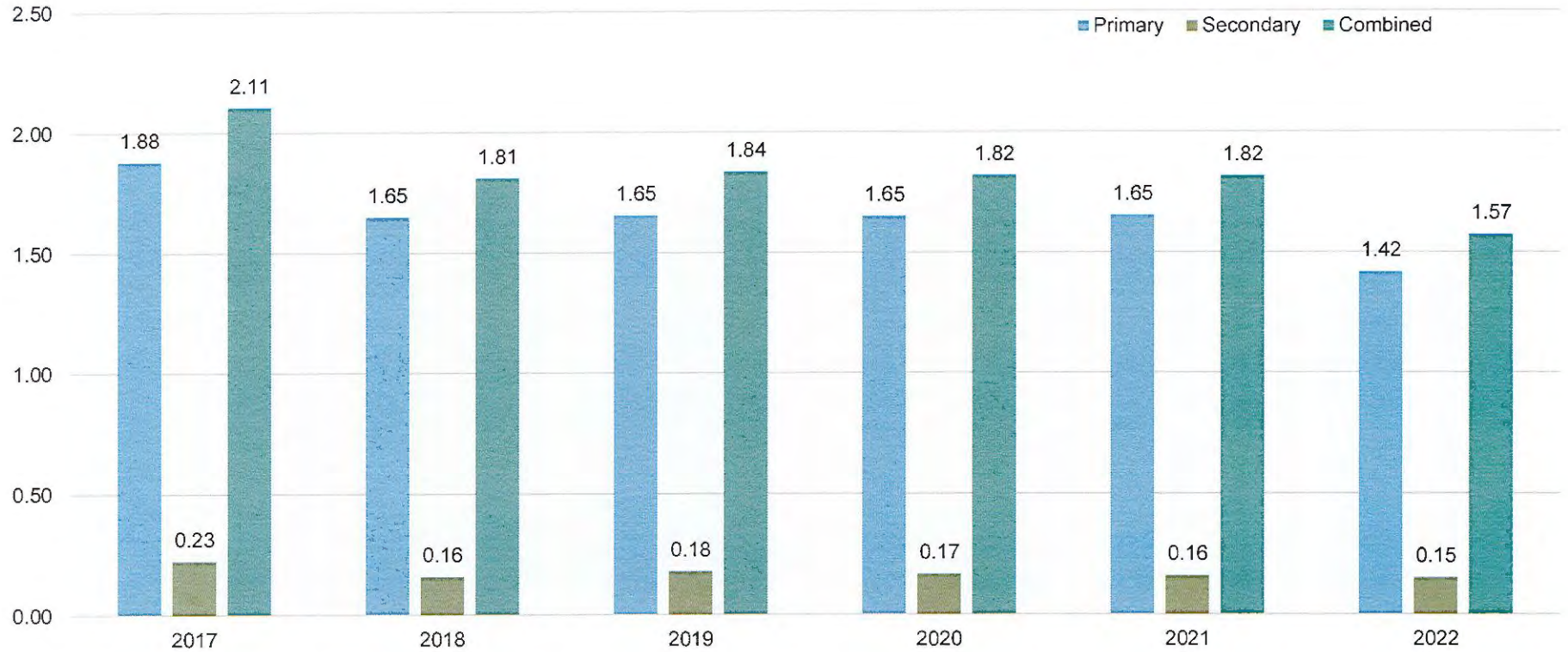


Unified School District Tax Rates Maricopa County FY 22



Cave Creek Unified is the only Unified district in Maricopa County without a Bond or Override

Cave Creek Unified Tax Rate History



2022 tax rates have decreased by 13.4% the average district home value of \$557,000 will save \$90.00 a year

District Property Taxes

The 2020 Cave Creek USD property tax bills read "ADDL EDUC AID – CAVE CREEK",
The 2021 Cave Creek USD property tax bills read "Additional Ed Tax, Ars 15-992B."

2021 Cave Creek Property Tax Detailed District Information					
Education Districts	Tax	Rate/100	2020	2021	Change
Additional Ed Tax, Ars 15-992B	Sec	0.3875	\$55.16	\$118.06	114.00%
Cave Creek Unified	Pri	1.4188	\$908.27	\$818.71	-9.90%
Cave Creek Unified Bonds	Sec	0.1543	\$89.47	\$89.04	-0.50%
A.R.S. 15-910	Sec	0	\$0.00	\$0.00	0.00%
Community College Dist	Pri	1.1112	\$618.27	\$641.22	3.70%
Community College Dist Bonds	Sec	0.1145	\$89.63	\$66.07	-26.30%
East Valley Institute Of Tech	Sec	0.05	\$27.48	\$28.86	5.00%
State Aid	Pri	Credit	(\$428.60)	(\$386.34)	0.00%
State Equalization Tax	Pri	0.4263	\$243.24	\$246.00	1.10%
TOTAL FOR SCHOOLS / EDUCATION			\$1,602.92	\$1,621.62	

In 1980, the Arizona Legislature refined the school finance system to provide equal dollars per weighted pupil for school district operations through a balancing of the local qualifying property tax rate and State equalization assistance so that districts experience similar "effort" in raising educational dollars for their students irrespective of property valuations within their boundaries. The State still utilizes this formula today. Therefore, as property value increase. State Equalization decreases and vice versa. Everyone in Arizona has to pay fifty percent of the qualifying tax rate, thus the "equalization" concept.

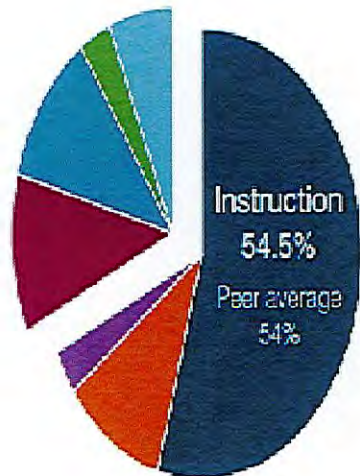
ARS 15-992 B. At the same time of levying taxes as provided in subsection A of this section, the county board of supervisors shall annually levy an additional tax in each school district that is not eligible for equalization assistance as provided in section 15-971 in an amount determined as follows:

1. Determine the levy that would be produced by fifty percent of the applicable qualifying tax rate, prescribed in section 15-971, subsection B, per one hundred dollars assessed valuation.
 2. Subtract the amount determined in section 15-971, subsection A from the levy determined in paragraph 1 of this subsection. This difference is the additional amount levied or collected as voluntary contributions pursuant to title 48, chapter 1, article 8, except that if the difference is zero or is a negative number, there shall be no levy.
- C. Monies collected pursuant to subsection B of this section shall be transmitted to the state treasurer for deposit in the state general fund to aid in school financial assistance.

Cave Creek USD does not receive the property taxes generated by the Additional Ed Tax, Ars 15-992B, Local property taxes are deposited into the state general fund to assist other schools in Arizona, which totaled over \$4 Million in 2020 and will be over \$8 Million in 2021. The District does not receive any state aid either, all the District's state equalization formula revenue is generated by the local property tax owners.

Doing more with less...

Spending by operational area ⓘ



Classroom spending, 68%

- Instruction, 54.5%
- Student support, 10.3%
- Instruction support, 3.2%

Nonclassroom spending, 32%

- Administration, 11.3%
- Plant operations, 11.1%
- Food service, 3.2%
- Transportation, 6.4%

Operational measures relative to peer averages

Operational area	Measure	District	Peer average	State average
Administration	Cost per pupil	\$921	\$937	\$936
	Students per administrative position	59	65	65
Plant operations	Cost per square foot	\$4.97	\$6.03	\$6.55
	Square footage per student	182	164	160
Food service	Cost per meal	\$3.08	\$3.64	\$3.46
Transportation	Cost per mile	\$3.54	\$4.22	\$4.28
	Cost per rider	\$1,372	\$1,471	\$1,370

Very low	Low	Comparable	High	Very high
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Financial Facts

FY21 Adopted Maintenance and Operation budget - \$36,539,490

FY21 Revised Maintenance and Operations budget - \$32,334,764*

Unrestricted Capital budget - \$2.4M

FY21 State and Federal budgets - \$7,278,961 (Contains \$2.3M for Enrollment Stability Grant)

Estimated FY22 M&O Adopted budget - \$32,959,000

*Reflects decline in student count due to COVID

Financial Facts

Arizona's Standing in Survey of U.S. School System Finances

For fiscal year 2019, the average revenue per pupil in the United States for school systems was \$15,656 per student.

Arizona ranked 48th at \$10,314, just ahead of Idaho and Utah.

Arizona is \$5,342 below the U.S. average with our revenue per pupil at 65.9% of the U.S. average.

Challenges & Opportunities

- FY 2021 - Opportunity to streamline operations and realign budget priorities
- Because of loss of enrollment due to COVID, district is in a transition year for FY 2022
 - FY 2020 to FY 2021 loss of enrollment - approximately 350 students
 - Approximately 10,000 students live within the boundaries of Cave Creek Unified
 - Opportunities exist to increase enrollment
- Capture Rate is approximately 52% currently
- We are looking for long-term, sustainable sources of revenue to maintain our schools and programs as enrollment has been slowly declining

2021 School Bond

- On May 10 the Governing Board voted to place a Bond Election on the November 2021 Ballot
- Election November 2, 2021 through mail in ballot and ballots arrive in mail beginning of October
- About 45,000 voters within CCUSD boundaries with the majority of people over the age of 55
- Bond estimated to serve district capital needs to 2028-2030 currently

2021 School Bond

- \$40 million
 - **Technology refresh** - \$4.7M (Student & teacher lap tops & computers, flat panels for classrooms, Coding/Robotics programs for students, data storage, student learning software)
 - **Health and Safety upgrades** - \$1M (Fencing at various schools & school security cameras)
 - **Facility improvements** - \$27.5M (Playground, cafeteria, exterior paint, replace flooring and bleachers, new 21st century classroom furniture, theater renovations, replace turf on playgrounds, new carpet, new roofing, HVAC & landscaping improvements)
 - **Athletic Facility improvements** - \$3M (LED lighting for football stadium, baseball and softball, stadium turf replacement)
 - **Transportation** - \$3.8 (new school buses, equipment, and white fleet)
 - In addition, passage of the bond would allow us to **pay off debt service** bringing about \$800,000 back to the Maintenance and Operations Budget.

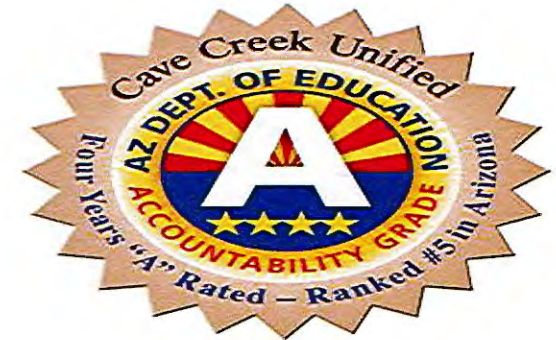
2021 School Bond

- Cost for average homeowner with a home assessed at \$557,880 - approximately \$8 per month (2 Starbucks)



- Cost for average business owner with a business valued at \$1.4M - approximately \$20 per month






Questions

If you'd like more information, need more materials or would like to be on our mailing list,
please contact Julia Scotto at jscotto@ccusd93.net



**2021-2022 "CAREFREE CARES" EXCELLENCE AWARDS
SEMESTER 1 - OCTOBER**





“Carefree Cares” Excellence Awards

The Town of Carefree is proud to recognize one outstanding Cave Creek Unified School District (CCUSD) staff member from each school or department each quarter of the school year.

- Each award-winner will receive a special “Carefree Cares” pin
- CCUSD will also recognize the winners at an upcoming monthly Governing Board meeting





“Carefree Cares” Excellence Awards

Criteria for Selection

- Volunteers substantial time and expertise to CCUSD, the school and/or the community
- Is a positive role model for students, staff and community
- Serves as an inspiration to others
- Always represents CCUSD and the community in a positive and professional manner
- Selections are submitted by the Principals and Directors at each site



“Carefree Cares” Excellence Awards

Miss Haley Arnold
English Teacher
Sonoran Trail Elementary School (STMS)



As a fairly new teacher, Haley Arnold has taken on many responsibilities on our campus to help guide and lead our future. She is the advisor for Student Council, as well as co-advisor for our Drama club, and is a valuable member of our teacher leadership team. She spends an exorbitant amount of her personal time planning positive experiences for our students as well as her colleagues. She loves to engage kids in having fun while learning and demonstrates that, from the adult perspective, it is ok to be a kid. She has a smile on her face always and believes and knows how wonderful our community and schools are for our students.

Jill Sarraino
Principal, STMS





“Carefree Cares” Excellence Awards

Mrs. Ayako Holtz
ESS Resource Teacher
Black Mountain Elementary School

Mrs. Holtz is new to BMES this year, traveling hundreds of miles from CA just before the start of school. She has taken on a new district, major changes to special education in our district, a huge caseload, and a crazy principal. In the short time that she has been here, she has shown great dedication and work ethic, showing our students what a truly caring teacher looks like. While she traveled far to get here, I have no doubt that she will take our students and our school farther than ever before. We are blessed to have her at BMES!

Mr. Bill Dolezal
Principal, STMS





“Carefree Cares” Excellence Awards

Ms. Randee Huffer
Teacher Aide
Horseshoe Trails Elementary School (HTES)



Randee has been part of our Horseshoe Trails family since the very first day the school opened 17 years ago. She wears so many different hats on campus and impacts so many different people including students and teachers. She manages our teacher workroom, monitors lunch, serves as a recess aide, and is our crossing guard in the morning. She knows our students by name and is instrumental in supporting teachers' classrooms by making copies, laminating and binding different projects, and completing other odd jobs for student projects that make learning fun. She's a problem solver, a team player and, most importantly, she LOVES our Stallion students, and they love her back.

Dr. Patty Jensen
Principal, LMES





“Carefree Cares” Excellence Awards

Miss Danielle Michalizysen
2nd / 3rd Grade Teacher
Desert Sun Academy (DSA)

Danielle is a young but passionate educator who has shown so much growth over the past 5 years she has taught at DSA. Her positive and "can do" attitude is an inspiration to me and many of her colleagues. She builds great relationships with her students and parents which allows her to personalize and maximize their learning. Additionally, she is head of our Yearbook club and always produces a great product to help our families reflect on the year that was for a lifetime. Danielle is so deserving of this award, and we thank her for her consistent dedication to Desert Sun Academy and the CCUSD community!

Mr. Aaron Bagwell
Principal, DSA





"Carefree Cares" Excellence Awards



Mrs. Melinda (Lindy) Murillo
Title 1 Reading Specialist
Lone Mountain Elementary School (LMES)

Lindy has been such a blessing to our campus this year. She has stepped into the new position of the reading specialist and has worked tirelessly to get the materials and support to the teachers and students. She has brought Gabriel's Angels back to our campus. This program allows students to gain confidence as readers as they practice their reading skills with a therapy dog. She is always willing to pitch in and help wherever and whenever. Lone Mountain is a happier and better place because of Lindy Murillo.

Emily Hill
Principal, LMES





“Carefree Cares” Excellence Awards

Ms. Lisa Tibbits
2nd Grade Teacher
Desert Willow Elementary School (DWES)

Ms. Tibbits has been a dedicated CCUSD teacher for the past 33 years and since 2010 she has taught 2nd grade on the English side of the Spanish Immersion. She tirelessly collaborates with all school and community members to ensure her students experience success in the classroom. In her role as a CCEA representative, she is approachable and empathetic to the needs of the teachers and ensures teachers voices are heard with school and district leadership. Ms. Tibbits volunteers her time to open the school on weekends for teachers, tutor students who need extra support, and helps boost staff morale by opening her home for staff gatherings. We are so lucky to have Ms. Tibbits on our DWES staff!



Dr. JoAnn Roach
Principal, DWES





“Carefree Cares” Excellence Awards



Ms. Allison Zilka
Social Studies Teacher
Cactus Shadows High School (CSHS)

Allison spends countless hours working with StuCo to get events such as Homecoming, First Friday's, Prom and many other spirit building activities planned for our students. Allison has been a valued member of CCUSD for nearly 19 years and continues to be a leader in our community. Shown through her hard work and dedication to students, staff and the community she is truly a picture of what it means to be a Falcon.

Sarah Barela
Principal, CSHS





**CONGRATULATIONS TO ALL OF THE FOURTH QUARTER
CAREFREE CARES EXCELLENCE AWARD WINNERS!**





TOWN OF CAREFREE
INFORMATION SUMMARY

MEETING DATE: October 5, 2021

SUBJECT: Review, discussion and possible action to approve Amendment 2 to the existing Contract Comprehensive Sign Plan contract with Kimley-Horn, for \$45,500, to include Redevelopment Area Plan and Commercial/Retail Market Update.

ATTACHMENTS: Exhibit A – Original Contract, Exhibit B – Amendment 1 Scope and Pricing, Exhibit C – Amendment 2 Scope and Pricing

SUMMARY:

On March 3, 2020, Town Council approved the attached contract for services submitted by Kimley-Horn for \$73,500. The award for this contract centered around the capabilities of Kimley-Horn to create a comprehensive Sign Plan for Town Center, and the delivery of a comprehensive signage package. The Town further assessed other issues facing Town Center, which include parking accessibility, and pedestrian and vehicular access.

To ensure the Comprehensive Sign Plan addressed these issues, Council, on April 6, 2021, approved Amendment 1 to the Kimley-Horn contract to further revise the scope. This included recommendations and conceptual drawings for improved pedestrian access, a complete parking study and improved vehicular access. In addition, they will evaluate options for both Tom Darlington Drive and Cave Creek Road to provide a better sense of arrival, slow traffic, improve pedestrian access and safety, and add parking. This revised scope also includes recommendations for accomplishing this objective, and will include conceptual drawings, 15% construction drawings and cost estimates for required improvements.

On August 3, Town Council approved the boundary for a redevelopment area, which triggered the redevelopment area planning process. As we discussed, with Kimely-Horn how this would fit in with their effort, it was suggested that they could partner with Michael Baker, the consultant for the Village Center Master Plan, and ESI Consulting, the consultant that prepared the 2015 market report for the Village Center Master plan, which would allow them to roll in Kimely-Horn's effort with the necessary redevelopment plan elements. A large part of the redevelopment plan includes infrastructure, financing, and market analysis to support the plan, so it's a natural fit with additional continuity for the current planning effort.

The current budget for the redevelopment plan and market update is \$90,000. This proposal will save the Town \$44,500 from budgeted. Michael Baker will be able to take advantage of the existing stakeholder engagement and information being prepared by Kimley-Horn, while amending the Village Center Master Plan, which they created, to incorporate the redevelopment and Kimley-Horn elements. This will create a seamless effort, will allow us to save time, and maximize resources, with consultants familiar with Carefree and previous planning efforts. It is expected the redevelopment process will fit withing the current Kimley-Horn schedule. The scope includes public engagement and ensuring the redevelopment plan

adheres to the statutory requirements outlined in Arizona Revised Statutes. These items include:

1. Statement of Boundary
2. Map showing existing uses and conditions of real property
3. A land use plan showing proposed uses of real property
4. Information showing population densities, land coverage and building intensities after redevelopment
5. Statement of proposed zoning changes, street layouts, or building codes and ordinances
6. Statement to the kind and type and number of site improvements and additional public utilities to support the new land uses
7. Statement of proposed method of estimated cost of the acquisition and preparation for redevelopment of the redevelopment project area and the estimated proceeds or revenues from its disposal to redevelopers
8. Statement of the proposed method of financing the redevelopment project
9. Statement of a feasible method proposed for the relocation of families to be displaced

Exhibit A

Professional Services Agreement: Comprehensive Sign Plan for Town Center



February 4, 2020

Stacey Bridge-Denzak, Planning Director
Town of Carefree
8 Sundial Circle, PO Box 740
Carefree, AZ 85377

Re: Professional Design Services Agreement: Comprehensive Sign Plan for Town Center

Dear Ms. Bridge-Denzak:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the Town of Carefree ("Client") for providing planning and design services for a Comprehensive Sign Plan for Town Center.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

Task 1: Project Kickoff, Information Gathering, and Field Review

1.1 Project Kickoff

Upon notice to proceed, a project kickoff meeting will be conducted between the Kimley-Horn team and the Town's project team. It is anticipated the project kickoff meeting (Team Meeting #1) will be held at the Town of Carefree. The intent of the kickoff meeting will be to review the project scope and schedule, identify important milestones and associated dates, and discuss goals and constraints of the current system. This meeting will also serve to engage Town staff in the development of the Comprehensive Sign Plan and gather feedback regarding perceived wayfinding challenges and opportunities. In preparation for this meeting, Kimley-Horn will prepare a list of data needs related to multimodal transportation behaviors in the Town. This may include, but is not limited to, parking occupancy, types and frequency of visitor complaints, transit and shuttle routing and ridership, bicycle counts, previous studies, and relevant policies and regulations.

1.2 Information Gathering of Background and Resource Material

Kimley-Horn will review the following existing background and resource material to ensure that the proposed sign and wayfinding strategies align with Town guidelines and requirements:

- Town's Strategic Plan Update
- Carefree Revitalization Master Plan
- Town of Carefree ULI Arizona Technical Assistance Panel Summary Report
- Carefree General Plan
- Carefree Development Standards
- Town of Carefree Current Zoning Map and Future Land Use Map
- Commercial Design Guidelines

- Recent traffic and/or parking studies if available
- Town Zoning Code
- Town Center Pedestrian Crosswalk Solutions: Crosswalk Alternatives Analysis
- Other Relevant Documents Provided by the Town

1.3 Field Reviews

The Kimley-Horn team will make one field visit to the Town to observe and record parking, bicycling, and pedestrian behaviors that occur in the Town Center. Date and time of visit will be discussed and determined at the kickoff meeting with the team.

The in-field observation will be comprised of four components:

Transportation Observations – Observations will be made in both the high demand and low demand areas of the Town. These areas will be determined during the kickoff meeting, prior to the in-field observation period. The observation data will help identify how travelers are circulating through the system –in vehicles, near shuttle stops, on foot, and on bicycles – and will identify pinch-point areas where signage is needed to help direct people through or around these congested areas. Observations will be made while in-vehicle, on foot, and as a bicyclist to understand the various perspectives of each of these users. Our team will also review the Town's existing parking-related signage and note the locations of existing signage. This includes signs that designate private parking, public parking wayfinding, and parking destination signs.

Parking Observations – while the team is present taking inventory and transportation observations, parking occupancy observations will be conducted as well. This observation will consist of counting the parked vehicles present in the parking facilities surrounding the Town Center. Counts will be conducted at least twice and up to three times during a single day. The counts will include both private and public parking facilities in the area.

Inventory - Our team will take pictures of all the signs within the Town Center and record GPS coordinates for where each sign is located. We will import the coordinates into a GIS-based map to track geographically where they are placed. This will allow us to see how the signs all work together to guide people into the Town Center and will help us to better understand gaps and missing links. During our inventory, we will also document sign conditions and note what signs can be reused and what signs need to be removed.

Intercept Surveys – Intercept surveys are five-minute surveys where pedestrians are intercepted in their walk to answer questions regarding their travel behaviors. During our observations, intercept surveys will be conducted to obtain navigation information from travelers. The survey will focus on the user experience of finding available parking, where they are coming from, and how long it took to find parking. We will also include pedestrians and bicyclists in this survey to help identify why they chose to bike or walk, where they are coming from or going to, and frustrations they may experience while navigating their route.

The results of these surveys will gauge traveler preferences, identify portions of the transportation system that may be confusing, and provide context for the observed transportation behaviors.

Stakeholder Engagement – Up to one (1) stakeholder meetings will be held during this portion of the project. Stakeholder meetings will include residents and local business owners or managers as determined during the kick-off meeting.

1.4 Technical Memo A: Summary of Field Review Findings

Kimley-Horn will compile the results of the initial observations and surveys into **Technical Memo A: Summary of Field Review Findings**. A GIS-based map of existing available on-street and Town-sponsored off-street public parking locations, as well as a GIS-based map of existing pedestrian and bicycle infrastructure (including key community destinations), will be included in Technical Memo A alongside the gathered existing signing information. One meeting (Team Meeting #2) via teleconference is included following the draft submittal of Technical Memo A to review the initial observations and allow an opportunity for comments and collaboration.

Task 1 Deliverables:

- Kick-Off Meeting / Team Meeting #1
- Field Review
- Team Meeting #2
- Technical Memo A: Summary of Field Review Findings

Task 2: Identification of Wayfinding Strategies

2.1 Wayfinding Strategies

The results of the previous task will inform the identification of wayfinding strategies. The strategies for messaging and wayfinding will be identified in three categories:

- Pre-Trip – pre-trip strategies will focus on meaningful ways to educate travelers before they begin their trip on what mode of travel to use and, if deciding to use a vehicle, where and how to park. Strategies may include use of social media, websites, and smartphone applications to convey pertinent transit, parking, and destination information.
- In-Route – in-route strategies provide wayfinding options for those who have chosen their mode of travel and are on their way to a destination. These strategies assist the visitor to more quickly reach the vicinity of their destination. Strategies range from the more traditional forms of wayfinding, such as signage, to the use of smartphone applications for in-route navigation. The following options may be included as part of the in-route wayfinding strategies:
 - *Destination-Based Wayfinding Signage* – Guidance signs that include multiple panels that first direct the visitor to community landmarks, such as parks, entertainment venues, and municipal complexes. A destination hierarchy is determined by how information is presented on the signs, with special consideration given to approximate distances for pedestrian/bicycle traffic. Once visitors have arrived at the

landmark, monument signage or entry feature signage will confirm they have arrived, and parking-specific signage for vehicular users provides navigation to parking around those destinations or other features. The location of these types of signs will be assessed based on the destinations served and primary traffic patterns. We will focus on repositioning existing signage or implementing new signage to better catch the attention of passerby traffic that may not be aware of the Town's existing facilities and amenities.

- **Trailblazer Signage** – Trailblazer (directional) signs act as a system of “breadcrumbs”, directing visitors as they enter the community, navigate through the community street network, and arrive at their desired destination. The design of trailblazer signs should be predictable, easily accessible, and simple. Placement of trailblazer signs can reinforce alternative modes of transportation by making active transportation more visible. These signs also provide direction and instructions in the form of maps, color cues, or other design features for finding the safest, most direct path to a specific destination. Pavement markings could be considered as an alternative in-route wayfinding strategy to minimize sign clutter and reinforce bike or pedestrian routes.
- **Facility/Parking Signage** – Consistently branded signage at destination facilities, also known as confirmation signage, is the last form of communication to patrons to announce that they have arrived at the proper destination. Public parking should be branded in a similar fashion, so travelers can recognize their parking options and not be confused with any private or restricted parking.
- **Post-Trip** – Signs can be displayed at final destination or transaction sites that direct travelers to the Town's website where further information about navigating the Town's multi-modal transit and parking system is available. This promotes pre-trip and in-route planning. The intention of providing information at the end of the trip is to change behavior for the next trip or provide an opportunity to improve their experience on their next trip into the Town.

2.2 Technical Memo B: Identification of Wayfinding Strategies

Identified strategies will be compiled into **Technical Memorandum B: Identification of Wayfinding Strategies**. A map will be prepared showing the location of each recommended wayfinding sign along with recommendations to modify existing signage locations as needed. The Draft Tech Memo B will be presented to the project team via teleconference (Team Meeting #3) to identify the appropriate suite of signage options to move forward into the design phase of the project.

Task 2 Deliverables:

- Team Meeting #3
- Technical Memo B: Identification of Wayfinding Strategies

Task 3: Wayfinding Signage Design and Messaging

3.1 Signage Design and Messaging Recommendations

Once a suite of wayfinding and messaging types have been identified and their locations known, Kimley-Horn will design up to three (3) wayfinding and messaging templates appropriate for the types and locations of signage. The design will incorporate the existing branding established by the Town

and the strategies identified previously. The design will be consistent with Town's brand and build upon its existing visuals. Recommendations will be provided for parking and traffic-related messages to be displayed on Cave Creek Road, Tom Darlington Drive, and Bloody Basin Road to guide locals and visitors into the Town Center. Attention will be paid to the messaging for each signage type, with a focus on graphical communication of information rather than textual.

3.2 Technical Memo C: Wayfinding Design and Messaging Recommendations

Kimley-Horn will compile the wayfinding and messaging templates into **Technical Memo C: Wayfinding Design and Messaging Recommendations**. One meeting (Team Meeting #4) is included following the draft submittal of Technical Memo C to review and comment on the proposed design themes, colors, and graphics for the wayfinding signage. This meeting will also discuss priority areas so Kimley-Horn can begin the process of prioritizing the implementation of the signs.

Task 3 Deliverables:

- Team Meeting #4
- Technical Memo C: Wayfinding Design and Messaging Recommendations

Task 4: Wayfinding and Signage Plan

4.1 Comprehensive Sign Plan for Town Center

Based on feedback from the project team on the previous technical memos prepared in Tasks 1-3, a draft Comprehensive Sign Plan for Town Center (Technical Memo D) will be prepared that includes additional recommendations for improving the visitor's ability to navigate through the Town; finding and accessing important community destinations and facilities such as the Desert Gardens, Spanish Village, Galleries, Sanderson Lincoln Pavilion, Town Council Center; and locating available parking. Kimley-Horn will provide recommendations on how to encourage multimodal uses beyond the personal vehicle; how to create proactive positive online social media messaging, and identify other methods (i.e. websites, mobile apps, etc.) of distributing parking/wayfinding information.

Bertram Signs & Graphics will create up to twenty (20) fabrication ready design drawings and details for the identified sign types.

4.2 Technical Memo D: Comprehensive Sign Plan for Town Center

Kimley-Horn will prepare **Technical Memo D: Comprehensive Sign Plan for Town Center**. One meeting (Team Meeting #5) is included following the draft submittal of Technical Memo D to review the document with the Town and provide an opportunity for comments and discussion. Cost estimates will also be developed for each sign type. Kimley-Horn will create a method of prioritization that will consider the hot spots, missing links, and necessary improvements throughout the Town as it leads to the Town Center.

Task 4 Deliverables:

- Team Meeting #5
- Electronic and 10 hard copies of Technical Memo D: Wayfinding and Signage Plan
- CD of data used in the project, i.e. images, maps, reference sources. Design files of the recommended wayfinding sign panels will be provided for future fabrication purposes.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Structural Engineering
- Civil Engineering
- Electrical Engineering
- Survey
- Environmental Compliance
- Permitting
- Post-Design Services

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

FEE AND EXPENSES

Kimley-Horn will perform the services in Tasks 1 - 4 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client; should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, a separate invoice for such fees, with a ten percent (10%) markup, will be immediately issued and paid by the Client.

Task 1 Project Kickoff, Information Gathering, & Field Review	\$ 24,680
Task 2 Identification of Wayfinding Strategies	\$ 8,990
Task 3 Wayfinding Signage Design & Messaging	\$ 20,660
Task 4 Comprehensive Sign Plan for Town Center	\$ 11,030
Bertram Signs & Graphics	\$ 7,800
Expenses	\$ 1,150
Total Lump Sum Fee	\$ 74,310

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Town of Carefree.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

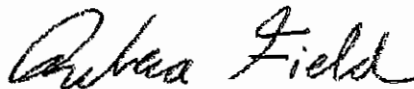
Please email all invoices to Jim@Carefree.org
 Please copy Stacey@Carefree.org

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.


We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



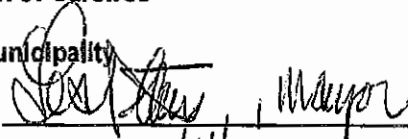
Rebeca Field, PLA
Project Manager



Brent Crowther, PE, PTOE
Vice-President

Town of Carefree

A Municipality



3/4/20

(Date)

Les Peterson, Mayor

(Print or Type Name and Title)

Mayor@Crescent.org

(Email Address)

[Signature] Witness
Kandace French Cartwright

(Print or Type Name)



Client's Federal Tax ID: 86-0500720
Client's Business License No.: _____
Client's Street Address: 7 Sundral Circle
Crescent, AZ 85377

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.10 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant or Client initiates legal proceedings alleging a breach of this agreement, the prevailing party may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services

furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed \$2,000,000. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by either party arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to binding private arbitration. Any mediation by either party must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to

the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

<u>CLASSIFICATION</u>	<u>PERSON HOURS</u>	<u>BILLING RATE/HOUR</u>	<u>TOTAL</u>
Project Manager	144	\$ 190.00	\$ 27,360
Senior Engineer	75	\$ 160.00	\$ 12,000
Project Engineer/Designer	85	\$ 150.00	\$ 12,750
Analyst	88	\$ 125.00	\$ 11,000
Administrative	25	\$ 90.00	\$ 2,250
	417	Hours	

Subtotal Kimley-Horn Design Base Fee **\$ 65,360**

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

<u>Firm</u>	<u>Cost</u>
Bertram Signs & Graphics	\$ 7,800
Subtotal Estimated Outside Services	\$ 7,800

ESTIMATED DIRECT EXPENSES

Miscellaneous Expenses	\$ 1,150
Subtotal Estimated Expenses	\$ 1,150

TOTAL PROJECT COST **\$ 74,310**

Consultant Firm Signature

Date

Exhibit B

Amendment Number 1 to the Agreement Between Client and Kimley-Horn and Associates, Inc.

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 1 dated March 23, 2021 to the agreement between the Town of Carefree ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated February 4, 2020 ("the Agreement") concerning the Comprehensive Sign Plan for Town Center (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The goal of this project is to develop the preferred design recommendation along both Tom Darlington and Cave Creek Rd near the Town Center to provide on-street parking while maintaining vehicular throughput of the corridor. A project assessment and high-level schematic design plans will be developed by the Consultant.

The project limits on Tom Darlington are from Bloody Basin Rd to Cave Creek Rd, and the limits on Cave Creek Rd are from Bloody Basin Rd to Tom Darlington. There currently are bike lanes along both roadways but no on-street parking. This project will analyze the feasibility of converting the existing road cross-section to include on-street parking with buffered bike lanes as well as evaluating the street signage to provide a better experience for users approaching the Town Center.

Consultant will perform the following services:

Task No. 1 – Data Collection and Stakeholder Engagement

1.1 – Data Collection

Kimley-Horn will utilize NearMaps for aerial imaging for high-level schematic design and for use in developing exhibits and roll plot. Topographic survey is not expected to be necessary and is not included in this scope of work.

Kimley-Horn will use the Maricopa Assessor's site for existing right-of-way information. Bluestake ticket will be utilized to identify existing utilities. Utility maps will be requested from utility companies and from the Town.

1.2 – Stakeholder Engagement

In addition to the outreach efforts associated with the original scope of work, Kimley-Horn will organize up to one (1) additional meeting with interested business / property owners and other stakeholders as identified by the Town to discuss opportunities and challenges as it relates to parking, navigation through the Town, event conditions, and access impacts to their business or property. The first stakeholder engagement session to be held as part of the original scope of work is to gather feedback on current conditions. The additional stakeholder engagement session provided in this scope of work will review the proposed improvements with the community as developed during Tasks 3 and 4 listed below.

Task No. 2 – Parking Supply and Demand Evaluation

Kimley-Horn will conduct a review of the parking supply and demand needs in Carefree, focusing in and around the Town Center. The purpose of the review is to identify opportunities within the community for optimizing and expanding parking resources, for typical and event conditions.

2.1 – Parking Inventory

The review will be initiated by field documentation of existing parking supply within and around Town Center. Kimley-Horn Staff will conduct a field review to verify the parking inventory. The inventory will document all parking spaces in and around the Town Center. The inventory will include the number of spaces, location of spaces, and space type (e.g. on-street, off-street, public, and private).

2.2 – Parking Occupancy

A review of peak parking occupancy will be conducted during an event or weekend condition. Kimley-Horn will work with the client to identify an appropriate day for occupancy observations. This effort will coincide with other field efforts for wayfinding observations to economize effort.

The Kimley-Horn team will conduct parking occupancy counts for up to four (4) consecutive hours. The specific hours of the count will be determined when the weekend or event is identified. The four hours will capture the peak time of the event or weekend.

The occupancy and inventory data will be used to identify parking efficiencies, especially during events or peak conditions. The data will help to determine the appropriate locations for wayfinding signage and opportunities for adding more on-street parking.

Task No. 3 – Project Assessment

The Consultant shall prepare an Initial and Final Project Assessment (PA). High-level design schematics will be prepared by the Consultant and submitted within an Initial and Final PA respectively. High-level design schematics are anticipated to include exhibits, typical cross sections, and a roll plot of the project area. It is anticipated that up to two (2) design options will be provided for Cave Creek Rd.

The report will address existing conditions, traffic analyses, major design features of the proposed layout, and an opinion of probable cost.

The PA will address all aspects of the project including roadway, pavement condition, sidewalk, curb ramps, traffic features, lighting, landscape, right-of-way, utility clearance, environmental clearance, etc., and provide exhibits and graphics to accomplish the Town's goals and objectives for this project.

The PA will generally adhere to the following outline:

- Project Description
- Existing Conditions:
 - Land use, proposed developments, roadway, sidewalk and sidewalk ramps, drainage, signing and pavement marking, traffic features, lighting, pavement condition, landscape and hardscape, utilities, and right-of-way
- Preliminary Roadway Evaluation and Major Design Features of the Proposed layout:
 - Roadway, sidewalk and sidewalk ramps, drainage, constructability and traffic control, signing and pavement marking, wayfinding signs, lighting, landscape and hardscape, utilities, and right-of-way
- Opinion of Probable Cost
- Proposed Typical Sections

- Exhibits and graphics will consist of the following:
 - Corridor Study Area/Vicinity Map
 - Summary of Existing Conditions
 - Inventory Table
 - Site Inventory Photos
- Roll plot for proposed layout (See Task No. 4)

The Initial PA will be submitted to all stakeholders for comments. One set of comments will be received and addressed in the Final PA.

Task No. 4 – High-Level Schematic Design

The Consultant will prepare a high-level design schematic roll plot to be included as part of the project assessment for one parking alternative. The design will include roadway improvements, sidewalk replacement, sidewalk connections where needed, curb and sidewalk ramp changes necessary to accommodate on-street parking. The roll plot will include typical cross-sections for areas where the lane configuration is being revised to accommodate on-street parking or being narrowed to provide additional pedestrian and bicycle facilities. A full ADA compliance review will not be completed and is not included within this scope of work.

The signing and pavement marking design will be developed in accordance to Town standards and the MUTCD and shown on the roll plot. The Consultant will inventory all existing signing and pavement marking during field visit so that the signing and pavement marking design proposed in the alternative fully considers the existing condition.

Task No. 5 - Engineer's Cost Estimate

The Consultant will prepare engineer's cost estimates for the alternative shown on the high-level design schematic roll plot. The Consultant will prepare quantities using standard measurement and payment methods. The engineer's cost estimate will utilize MAG bid items. The Consultant will provide estimated unit costs based on recent bid tabulations and historic bid database information from the Town.

Compensation

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1	Data Collection & Stakeholder Engagement	\$ 6,000
Task 2	Parking Supply and Demand Evaluation	\$ 5,000
Task 3	Project Assessment	\$ 17,000
Task 4	High Level Schematic Design	\$ 30,000
Task 5	Engineer's Cost Estimate	\$ 5,500
Total Lump Sum Fee		\$ 63,500

CLIENT:

TOWN OF CAREFREE

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

Exhibit C

Amendment Number 1 to the Agreement Between Client and Kimley-Horn and Associates,
Inc.

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated September 29, 2021 to the agreement between the Town of Carefree ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated February 4, 2020 ("the Agreement") concerning the Comprehensive Sign Plan for Town Center (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Consultant will perform the following services:

TASK 1: Formal Preparation of the Village Center Redevelopment Plan

Kimley-Horn's subconsultant, Michael Baker, will conduct a comprehensive update of the existing Village Center Master Plan to allow for the establishment of a formal Redevelopment Plan subject to ARS 36-1479. Specific update efforts will focus on the following:

Overall

- Revise basic document organization and text to reflect Redevelopment Plan terminology and requirements. This work shall be limited to strategic and focused text edits to existing document language and will not constitute comprehensive revisions or detailed drafting of new document language.
- Update all exhibits and maps to reflect the adopted Redevelopment Area, updated findings of blight, and existing conditions. This process assumes all existing background data will be used and displayed as is. This includes any existing data that is not in GIS format will not be converted to this format. This effort also assumes there are no changes to the parcel configuration within the existing revitalization plan study area that would require a comprehensive re-creation of any existing exhibits.

Executive Summary

- Provide brief overview of the Finding of Necessity, place detailed resolution in appendix.

Carefree Today

- Relocate Market Analysis to the appendix.

The Vision

- Relocate Community Participation to the appendix and replace with abbreviated summary referencing the efforts of the original plan along with current workshops associated with update effort.
- Revise the Vision Plan to reflect current development or updated conceptual development conditions as well as identify specific redevelopment sites.

Master Plan for Action

- Rename Strategies to Objectives
- Rename Recommendations to Strategic Initiatives.

- Update all Recommendations (Strategic Initiatives) to account for completed actions, preferred revisions to proposed actions, and/or desired additional actions. This will include specific statements of proposed General Plan or Zoning Ordinance amendment recommendations along with identification of housing opportunities in the redevelopment area.
- Add an assessment of build-out conditions to show the projected population densities, housing units, land coverage and building intensities in the area after redevelopment per ARS.

Implementation

- Update Implementation table to account for completed actions, preferred revisions to proposed actions, and/or desired additional actions.
- Coordinate with ESI Consulting to document the estimated cost and proceeds of facilitating the Redevelopment Plan. Utilize existing available data to prepare an order of magnitude statement of the estimated cost of the implementation recommendations and the estimated proceeds of facilitating the Redevelopment Plan per ARS.
- Update the funding subsection to document all financing options. This includes public financing and public/private partnerships. that enhance the sustainability of the Town Center.

Kimley-Horn will provide as-needed input throughout the plan update process to ensure that the redevelopment plan meets the intent of the on-going Signage, Circulation and Parking Plan for Town Center along with the proposed redesign of Tom Darlington and Cave Creek Roads. Data collected during the previously completed field investigations of Town Center will be provided to Michael Baker for use in the plan update.

TASK 2: Town of Carefree Retail Market Analysis Update

Kimley-Horn's subconsultant, ESI Corp, will evaluate the impacts to commercial absorption within the newly defined downtown redevelopment area.

The following items are associated with this task:

Commercial Real Estate Inventory

- ESI will analyze CoStar data to review square feet of retail inventory, vacancy rates and net absorption over the last five (5) years.
- ESI will rely on the Town staff to provide 4th Quarter CoStar data for the years beginning with 2017 through 2020 and most recent 2021 quarter for the Town of Carefree and the defined trade area. The most recent quarter data will be used in the market demand analysis.

Existing and Proposed Business Mix

- An inventory of existing retail will be provided to ESI by the Town Staff. This will include a database of existing establishments and planned or proposed projects, such as the hotel, in the Town Center. The database will include a breakdown of establishment by type and associated square footage.

Retail Market Demand Analysis

- ESI will analyze market demand and identify baseline square feet of retail space and projected absorption through the year 2030. Under this task the following will be analyzed:
 - a. Carefree trade leakage and retention of sales.
 - b. Retail square footage demand for Carefree and the broader trade area, utilizing data from CoStar, MAG and Esri.
 - c. Existing and proposed hotels in Carefree and potential visitor spending.
 - d. Discussion of new housing within proximity to the Town Center.
- Based on findings from previous tasks, ESI will provide the consultant team with information on projected absorption through the year 2030. This information will help inform the commercial capacity for the Village Center Redevelopment Plan.

Deliverable

A written summary of the market demand analysis will be prepared for incorporation in the appendix of the Village Center Redevelopment Plan. The summary will include the findings of retail demand analysis and supporting tables and charts.

TASK 3: P&Z/EDTAP Village Center Redevelopment Plan Workshops

Kimley-Horn and Michael Baker will assist in conducting three (3) joint P&Z/EDTAP Redevelopment Plan workshops to review the progress of the Redevelopment Plan at key milestones and to provide further input on the conceptual plan for Town Center that is being prepared as part of the Signage, Circulation and Parking Plan project. It is anticipated that staff will facilitate all meeting coordination, announcements, scheduling and meeting minutes. Kimley-Horn and Michael Baker will assist with preparing meeting presentation material (i.e. PowerPoint presentation) and assist in facilitation of the meeting and responding to questions or comments.

Following the last workshop, Michael Baker will facilitate one set of revisions to the draft document in preparation for the formal adoption process.

TASK 4: Redevelopment Plan Adoption

The Town will facilitate all public hearing requirements as specified by ARS (at minimum one (1) Planning and Zoning Commission hearing and one (1) Town Council hearing). This includes preparing all presentation material and noticing (time, place, and hearing purpose) of the Town Council hearing by first class mail and public notice in a newspaper, once each week for two consecutive weeks, the last publication to be at least ten days prior to the date set for hearing. The Town council must approve the redevelopment plan by a two-thirds vote.

Michael Baker staff shall provide technical support to Town staff during the formal adoption process of the Redevelopment Plan. One representative of Michael Baker will attend up to one Planning and Zoning Commission and one Town Council hearing to assist staff with technical inquiry's or requested modifications.

Task 5: Project Meeting Attendance and Stakeholder Outreach (As Needed)

Kimley-Horn and Michael Baker staff shall attend meetings with the Town and Town identified stakeholder groups to review the progress of the work included in this Agreement and to provide coordination and consultation services for stakeholder outreach.

This "as needed" Task is provided to allow for management of the project as well as facilitation of necessary public outreach efforts to identify and address any project concerns with local property owners. This Task includes phone, virtual, and in-person meetings as well as meeting material preparation. This Task shall only be used with written consent from the Town. This Task shall be billed on an hourly basis up to a not to exceed amount unless otherwise directed by the Town.

Should all meeting and outreach time required by the Town or stakeholders reach the not to exceed amount, this Task will require the negotiation of additional fees to facilitate this increased work effort.

All meeting services shall not exceed \$5,500 and will be billed at the Consultant's current hourly rate.

Compensation

For the services set forth above, Client shall pay Consultant the following compensation:

Task 1	Formal Preparation of the Village Center Redevelopment Plan	\$ 20,500
Task 2	Town of Carefree Retail Market Analysis Update	\$ 11,000
Task 3	P&Z/EDTAP Village Center Redevelopment Plan Workshops	\$ 7,500
Task 4	Redevelopment Plan Adoption	\$ 1,000
Task 5	Project Meeting Attendance and Stakeholder Outreach	\$ 5,500
Total Lump Sum Fee		\$ 45,500

CLIENT:

CONSULTANT:

TOWN OF CAREFREE

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

TOWN COUNCIL
OCT - 5 2021
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Google Maps Carefree



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 Google 20 ft

3rd Annual Charity 3 Miller in Carefree

- In partnership with the Kiwanis Pancake Breakfast
- November 13th 2021 9am start time
- <https://www.attveterans.org/race/>



AT&T VETERANS



Road Closure Request Ho Hum Dr
8:00 am to 11:00 am



One mile fun run (not timed)



Three mile timed event

