

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

**WHEN:** TUESDAY, MARCH 1, 2022

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

**LIVESTREAM:** [HTTPS://ZOOM.US/](https://zoom.us/j/3229729660)  
MEETING ID 322 972 9660  
PASSCODE 12345

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

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

The agenda for the meeting is as follows:

**CALL TO ORDER**

**ROLL CALL**

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

**PLEDGE OF ALLEGIANCE**

**CONSENT AGENDA**

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

- ITEM #1** Approval of the January 4, 2022 Town Council Regular Meeting Minutes.
- ITEM #2** Approval of the February 1, 2022 Town Council Regular Meeting Minutes.
- ITEM #3** Approval of the February 15, 2022 Joint Meeting of the Carefree Town Council and the Public Safety Advisory Committee.
- ITEM #4** Acceptance into the public record of the February, 2022 paid bills.

**ITEM #5** Acceptance of the cash receipts and disbursements report for December, 2021.

**ITEM #6** Approval to enter into the Animal Enforcement Services Intergovernmental Agreement and the Sheltering Agreement with Maricopa County Animal Care and Control for the period of FY2023 through FY2028.

**CALL TO THE PUBLIC**

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

**REGULAR AGENDA:**

**ITEM #8** Current Events.

**ITEM #9** Interviews, discussion and possible action to select a Carefree Town Council appointee to the SkyRanch Community Relations Advisory Committee pursuant to Town Ordinance 1999-03, Section (2)(11). The following applicants are being considered:

Steven S. Hehta, MD, MBA, FACC  
Tom Sanders  
Dusan "Duke" Vukotic

**ITEM #10** Review, discussion and possible action to approve the continued participation of the Carefree – Cave Creek Consolidated Court in the East Valley Regional Veteran’s Court by authorizing the Mayor to enter into the Inter-governmental Agreement and approval of the fund expenditures as needed.

**ITEM #11** Staff update regarding the Draft Capital Improvement Program (CIP).

**ITEM #12** Review discussion and possible action to address a request to temporarily close Elbow Bend Road from Sidewinder Road to Nonchalant Avenue allowing for business access only from March 7, 2022 until April 4, 2022 (or sooner), to install new roadway pavement adjacent to The View Carefree subdivision.

**ITEM #13** Review, discussion and possible action to approve Resolution #2022-05 and authorizing the publication of the Call of Election and do so as an All Mail Ballot Election.

**ITEM #14** Adjournment.

DATED this 23<sup>rd</sup> day of February, 2022.

TOWN OF CAREFREE

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

Items may be taken out of sequence

**Council meeting will be broadcast via our Town of Carefree Zoom channel:**

LIVESTREAM: [HTTPS://ZOOM.US/](https://zoom.us/j/3229729660)  
MEETING ID 322 972 9660  
PASSCODE 12345

Or Join Zoom Meeting Direct Link  
<https://us02web.zoom.us/j/3229729660?pwd=aHBnS3N5L1JRRG8wRGNFT25Ic2hGUT09>

Meeting ID: 322 972 9660  
Passcode: 12345

For telephone audio  
1.669.900.6833 or 1.253.215.8782



**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 REGULAR MEETING  
OF THE CAREFREE TOWN COUNCIL**



**WHEN:** TUESDAY, JANUARY 4, 2022  
**WHERE:** ZOOM  
**TIME:** 5:00 P.M.

**Town Council Attending:**

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

**Town Council Absent:**

None

**Staff Present:**

Gary Neiss, Town Administrator; Michael Wright, Town Attorney; Stacey Bridge Denzak, Planning Director; Manny Bustamante, Town Prosecutor; Stephen Prokopek, Economic Development Director; Jim Keen, Town Accountant; Kandace French, Town Clerk/Treasurer.

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

Tony Geiger led the Council in the Pledge of Allegiance.

**CONSENT AGENDA**

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

**ITEM #1** Approval of the December 7, 2021, Town Council Regular Meeting Minutes.

**ITEM #2** Approval of the December 14, 2021, Town Council Special Meeting Minutes.

**ITEM #3** Acceptance into the public record of the December 2021 paid bills.

**ITEM #4** Acceptance of the cash receipts and disbursements report for October 2021.

Councilmember Kroyer **MOVED TO APPROVE** items 1 THRU 4 of the consent agenda. **SECONDED** by Vice Mayor Crane. **CARRIED** 7-0.

**CALL TO THE PUBLIC**

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

There was no submission for Call to the Public.

**REGULAR AGENDA:**

**ITEM #6** Current Events.

Vice Mayor Crane presented information on the upcoming Garden Series presentation by Dr. Jacqueline Soule, on lush and low water landscapes, to be held on Saturday, January 08, 2022, at 9:30 a.m. in the Sanderson Lincoln Pavilion.

With the onset of new COVID variants, Mayor Peterson provided an update on the status of holding Council Meetings in person.

**ITEM #7** Review, discussion, and possible action to accept the accrual reversals for the Fiscal Year '20 - '21 audit.

Carefree Accountant Jim Keen provided an overview of the accrual reversal process, which ensures that monies are reversed where they have already been booked into the previous fiscal year. Mr. Keen responded to questions from Council.

Mayor Peterson reiterated that Carefree had a completely clean audit for last year.

Vice Mayor Crane **MOVED TO ACCEPT** the accrual reversals for Fiscal Year 2020-2021 audit. **SECONDED** by Councilmember Hatcher. **CARRIED** 7-0.

**ITEM #8** First Reading of Ordinance #2022-01; an amendment to the Carefree Town Code to address conflicting Class 1 misdemeanor penalties in *Chapter 10 Building* and general inconsistencies throughout Town Code regarding penalties.

Planning Director Zoning Administrator, Stacey Bridge-Denzak presented via PowerPoint details of amendments to Carefree Town Code. These amendments are important to how the Town manages and enforces the Carefree Town Code.

Ms. Bridge-Denzak summarized the ordinance “housekeeping” items, explaining, in Chapters 1, 5, and 6 in Town Code where a misdemeanor is defined as the violation’s penalty, it is best to state that this is a *Class 1 misdemeanor*. Adding, to remedy Chapters 10 and 11 pertaining to Class 1 misdemeanors, the penalties shall be as they are described in Arizona Revised Statute.

Director Bridge-Denzak reminded that this is the first of two required readings.

Vice Mayor Crane recognized that the Town is not changing any penalties, only amending the text in certain areas of Town Code.

Mayor Peterson pointed out Chapter 10 – BUILDING, states *any person, firm, or corporation* and questioned, should the definition be expanded to include LLC's, LLP's etc. covering all legal entities who could potentially build in the Town of Carefree and said suggested changes made to the text.

No one came forward with a public comment.

**ITEM #9      Review, discussion, and possible action to consider approval of Resolution 2022-02 Update to the Economic Development Plan.**

Economic Development Director, Steve Prokopek provided background of the Economic Development workplan. Presenting an overview of the Fundamental Focus, Key Economic Development Metrics as well as proposed changes to the plan.

Mr. Prokopek outlined, the next 12-month focus:

- Complete the signage circulation and parking plan
- Complete Town Center Redevelopment Area Plan
- Continue to implement a promotional strategy
- Work with the owner of the northeast corner of Cave Creek Road and Carefree Highway to identify development opportunities and outreach strategy
- Finally roll out quarterly business newsletter

Councilperson Hatcher asked if the driver for the relocation of Town Hall is due to the need for more space or is it to release an asset and bring value to the Town by utilizing the current Town Hall location as a business enterprise? Mr. Prokopek responded; it is both of those reasons. Town Hall's current location is an underutilized asset for the Town and has the potential to be a keystone site for revitalization.

Vice Mayor Crane inquired regarding the schedule for the General Plan Update. Planning Director, Stacey Bridge-Denzak responded, an RFP will be drafted in the near future, to bring on a consultant to, along with staff, help lead the process. Ms. Bridge-Denzak explained that it is approximately an 18-month process. Important to note, that the General Plan Update does go out to the public for vote.

Director Prokopek council action is not only to consider approval of Resolution 2202-02 and the update to the Economic Development Plan, but also includes the appointment of the Planning and Zoning Commission as Economic Development Advisory Board (EDAB) as well as the Consideration of the State Land Parcel in the upcoming General plan, update vs. General plan amendment.

Councilperson Kroyer **MOVED TO APPROVE** Resolution 2022-02 - Update to the Economic Development Plan. **SECONDED** by Councilperson Hatcher. **CARRIED**, 7-0.

**ITEM #10      Adjournment.**

The meeting was adjourned at 5:54 p.m.

DATED this 4<sup>th</sup> day of January 2021.

TOWN OF CAREFREE

BY:

\_\_\_\_\_  
Samantha J. Gesell, Planning Clerk

TOWN OF CAREFREE

\_\_\_\_\_  
Les Peterson, Mayor

Attest:

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

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held January 04, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

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

# Agenda Item #2





**DRAFT MINUTES**  
**JOINT MEETING**  
**OF THE CAREFREE TOWN COUNCIL AND PUBLIC SAFETY**  
**ADVISORY COMMITTEE**

**WHEN:** TUESDAY, FEBRUARY 15, 2022

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

**LIVESTREAM:** ZOOM

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

**Town Council Attending:**

Mayor Les Peterson None  
Vice Mayor John Crane (Telephonic)  
Vince D'Aliesio  
Tony Geiger (Telephonic)  
Stephen Hatcher  
Mike Johnson  
Cheryl Kroyer

**Town Council Absent:**

None

**Public Safety Advisory Committee Attending:**

Chairperson Leslie Hine  
Vice Chairperson Philip Henn  
Sheila Amoroso  
Peter Burns  
Scott Peterson  
Kim Taha  
Jerry Wetta  
Anton Wilke

**P.S.A.C Absent:**

None

**Staff Present:**

Gary Neiss, Town Administrator; Kandace French-Contreras, Town Clerk/Treasurer; Samantha Gesell, Planning Clerk.

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

Mayor Peterson began by welcoming the Public Safety Advisory Committee to the Joint Work session and commended the Committee on the tremendous amount of hard work, research and dedication developing the Recommendation Report. Being a two-step process, there will be several open houses, at which time the Committee members will be available to discuss with the public, their findings pertinent to the Report.

Ralph Ferro led the Pledge of Allegiance.

## AGENDA

**ITEM #1** Chairperson and Committee members of the Public Safety Advisory Committee review and approval of the January 21, 2022, Minutes (No Council action).

Vice Chairperson Henn **MOVED TO APPROVE** the Public Safety Advisory Committee meeting minutes dated January 21, 2022. **SECONDED** by Committee Member Wetta. **CARRIED** Unanimously.

**ITEM #2** Presentation of the Final Report & Recommendation of the Public Safety Advisory Committee dated January 21, 2022.

Chairperson Hine graciously commended the Public Safety Advisory Committee Members for their outstanding research, dedication, and multiple reviews, as it pertains to the Public Safety Recommendation Report. In addition, Ms. Hine thanked Town Administrator Gary Neiss for his excellent leadership throughout the process.

Chairperson Leslie Hine, Committee Members; Sheila Amoroso and Peter Burns, provided a formal presentation to Town Council, that summarized the research information, assessments and findings associated with the Public Safety Advisory Committee's Final Report and Recommendations. The group discussed the Recommendation Report and next steps of the process.

Ms. Hine began by providing background and context based on the report that the Committee has compiled. Encouraging anyone who hasn't read the Recommendation Report to please do so. Explaining that the Public Safety Advisory Committee was appointed by Town Council to review the fire and emergency services as well as and law enforcement services within the Town of Carefree and present their findings and final recommendations for Town Council consideration.

The Committee is comprised of members coming with diverse backgrounds, public policy, public administration, public finance, real estate, capital investments and business.

Chairperson Hine explained that the open citizen engagement process occurred between April 2021 and February 2022. All meetings were held under open meeting laws and minutes and meeting materials are available on the Town of Carefree's website.

Continuing, Ms. Hine outlined the reasons why the Town of Carefree is evaluating Public Safety Services at this time:

- Existing contract with Rural Metro the Town of Carefree has had for the last 15 years, is up for renewal and expires June 30, 2022
- Risk due to drought and wildfire

- Increased interest and effort to expand County-wide regional automatic aid fire service system; increased desire to add Carefree to that system
- Cave Creek is moving from subscription service with Rural Metro to a master contract with Daisy Mountain Fire Department. Cave Creeks decisions have made an impact on the Town of Carefree services
- Carefree has a persistent structural deficit in the fire fund
- Contract for Maricopa County Sheriffs Office, law enforcement services, can be augmented to refine the level of services

Mayor Peterson proclaimed that the need to evaluate these public services is in no way related to dissatisfaction with Rural Metro Fire Department. Carefree has been well served by Rural Metro for over 50 years. It has been a very positive, successful relationship with that organization. Ms. Hine added that the community of Carefree has been extremely well served by Rural Metro Fire Department.

Chairperson Hine presented an overview of Fire and Emergency Services as well as Law Enforcement services. There have been Mutual Aid agreements with the City of Scottsdale and the City of Phoenix for 15 years. Thankfully, the Town of Carefree has only had to draw mutual aid for response calls 9 times in those 15 years. Ms. Hine noted that the Town of Carefree does not govern ambulance service. This is overseen by the State of Arizona, which issues the Certificate of Necessity (CON).

Ms. Hine presented a chart exhibiting the Rural Metro calls for service for FY 2019, 2020, and 2021.

Committee Member Peter Burns presented. Outlining the key factors influencing the future of Public Safety Services in the Town of Carefree:

- Extended drought = increased wildfire risk
- Rising costs of fire and emergency services
- Changing circumstances in the Town of Cave Creek Fire Service
- Mutual Aid vs. Automatic Aid

Mr. Burns presented via PowerPoint an in-depth explanation of the difference between Mutual Aid and Automatic Aid and the associated estimated cost and service level comparisons. The reality of the situation is that the Town of Carefree is an island surrounded by Automatic Aid.

The City of Scottsdale has canceled the recently renewed Mutual Aid Agreement with Rural Metro.

The Town of Carefree applied to Automatic Aid, governed by the Life Safety Council, who makes the determination whether the entity applying will enhance the system.

Committee Member Burns explained that Carefree's Town Administrator, Gary Neiss made a solicitation to Automatic Aid, asking what it would take for the Town of Carefree to join Automatic Aid? The official response was:

1. Rural Metro's staffing model is not correct, staffing their fire engines with 3 fire fighters, Automatic Aid requires 4 fire fighters.
2. Rural Metro did not have appropriate training. Not that the fire fighters aren't certified, they weren't trained in the Automatic Aid system
3. Communications systems not in place

Mr. Burns added, these reasons can all be overcome.

The group discussed potential reasoning behind the City of Scottsdale's termination of the Mutual Aid agreement with Rural Metro and how this may impact response from them in the future.

Vice Mayor Crane asked Rural Metro's Chief Soule to reiterate the discussions he had with Scottsdale Fire Chief Shannon and wanted to understand if there is any hope of Rural Metro being able to renew an agreement with the City of Scottsdale. Chief Soule stated that Scottsdale represented that they were open to a new Mutual Agreement but had to define the conditions/terms.

The group discussed the differences between Mutual Aid and Automatic Aid. Carefree Town Administrator, Neiss provided an overview and information regarding Mutual Aid and why it's important. Explaining that Mutual Aid is about first responders helping first responders', public safety and working with each other to cultivate solutions. Further explaining, if the Town of Carefree is to join Automatic Aid, there are rules that apply. Adding, it is a good system, being that it is 'automatic', it is better than Mutual Aid especially when time is of the essence. Concluding, the level of service dictates higher costs, and this is a significant amount for a smaller community such as Carefree.

Committee Member Burns presented a chart displaying the estimated operating costs FY 2023 for Rural Metro contract renewal, Daisy Mountain Fire District and Scottsdale Fire Department. Mr. Burns also provided information regarding the Town of Carefree revenue and options for financing Carefree's Public Safety Services. Explaining, 80 % of the revenues are locally generated with the remaining 20% being state shared. Adding, sales tax is a very volatile revenue source and the Town of Carefree has no property tax. Mr. Burns concluded; this explains why Economic Development priorities within the Town of Carefree are focused on sales tax.

Outline from the review of the Town of Carefree's finances:

- The Town of Carefree does not know the full cost of joining automatic aid-potential partners have declined further detailing up front one time and ongoing costs until Carefree commits to Automatic Aid.
- Automatic Aid will cost more, with unknown escalators passed on from Scottsdale or Daisy Mountain.
- Town revenues are volatile, and state shared revenues are likely to decline.
- Existing fire fund has historically not fully funded costs.
- Capital fund may assist in one-time costs but is not likely the source for ongoing cost increases.

Committee Member, Sheila Amoroso provided information pertaining to options for additional funding. Explaining, there are two viable options to increase revenue in the Town of Carefree to pay the full cost of fire service:

1. Sales taxes
2. Property taxes

Each of these options has advantages and drawbacks.

#### Advantages of a Sales Tax:

- Sales tax is simple and straightforward and there is already a 1% sales tax dedicated to the fire fund.
- Sales taxes grow over time as economic activity grows.

#### Drawbacks of a Sales Tax:

- The tax is not well aligned with the benefits received for fire protection. Part time residents of Carefree benefit from fire protection while they are not in residence, and when not in residence they are not contributing to the sales tax.
- While sales taxes grow with a growing economy, they also follow the downward path when recessions occur. For a fixed cost such as fire protection, this is not a desirable characteristic.
- If the sales tax rate for Carefree were to significantly exceed the rate of surrounding communities, economic activity may migrate to lower rate jurisdictions.

Ms. Amoroso presented a chart illustrating how much a dedicated sales tax will have to be raised to cover the entire costs of the fire and emergency services contract. Noting, even though sales tax and property tax together create a more balanced budget, property taxes are a traditional source of revenue for local governments to pay for critical services.

#### Advantages of a Property Tax:

- Closely aligned with the general perception that the cost for fire protection should be correlated with the size and value of the structures being protected.
- Property taxes are generally a stable source of revenue well suited to funding fixed costs.
- It is largely immune to the free rider problem with the sales tax part time residents will pay their share of fire protection costs regardless as to their presence in Carefree.
- Legislature has placed limits and transparency requirements on the tax that prevent “runaway” property tax bills.
- Property Tax requires voter approval.

Chairperson Hine summarized the Public Safety Advisory Committees recommendation process:

- The Committee adopted four recommendations in early January of 2022. These were modified on January 21<sup>st</sup>. The original set of recommendations is included as Appendix E

of the *Committee Report and Recommendations* because the Committee believes unanimously that its original recommendations represent a prudent course of interim action for the Town, however nearby Automatic Aid providers terminated past Mutual Aid agreements and stated Carefree may not have backup they may need in the future. As a result of these actions and potential risks to the community the Committee consolidated the timeline originally suggested. As a result of this expedited timeline the Town's economic development initiatives (potential new revenue) no longer will align with the demands by the Automatic Aid partners to join the system sooner rather than the previous 3-5 year period.

- Subsequent communication between the Town of Carefree and the Life Safety Council and the City of Scottsdale prompted the Committee to revise its original recommendations on January 21st as it was made clear that neighboring fire departments and districts would not sign a mutual aid agreement with Rural Metro – an important basis for the original recommendations.
- As a citizen advisory committee, the Public Safety Advisory Committee believes that the question of Carefree's future fire service has become a highly politicized issue. The Committee's task has been to gather and assess data, to document the story, and to provide citizen input to the Town Council – not negotiate or resolve politics. The Committee believes it has accomplished its charge and respectfully makes the following recommendations for Town Council consideration.

The Public Safety Advisory Committee's Final Recommendations to Town Council are as follows:

**Recommendation 1:**

The Public Safety Advisory Committee recommends that the Town contract as soon as possible with a Fire and Emergency Service professional who can assist the Town in its transition to Automatic Aid, understands the Town's fire risk profile, current investments in Fire and Emergency services, the ancillary services provided under the current Rural Metro contract, and understands and has relationships with adjacent Automatic Aid partners.

**Recommendation 2:**

The Public Safety Advisory Committee recommends that the Town contract as soon as possible with a reputable financial analyst to model the Town's financial capacity for the next 5 to 10 years, evaluate the Town's expenses and revenues (including but not limited to a potential loss in State Shared Revenues, and potential gains with the Town's economic development initiatives and potential property tax), project potential increases in fire and emergency services cost based upon fire agency budgets and/or CAFRs, evaluate the use of the Town's capital reserve fund, and design option(s) to cover costs (both operating and capital) for providing fire and emergency services under an Automatic Aid model.

**Recommendation 3:**

The Public Safety Advisory Committee recommends that the Town continue with the current level of contracted MCSO services. By the numbers, Carefree is a low-risk community with respect to crime. We have been served well by our existing relationship with MCSO. We will continue to have access to the full continuum of services offered through MCSO which sufficiently meets the law enforcement security needs of Carefree.

Additionally, the Committee recommends that Town should consider re-establishing license requirements and penalties for repeated residential and commercial fire and security false alarms. This would reduce law enforcement false alarm calls which are significant.

Traffic calming solutions, a significant citizen concern, are currently being studied and developed by the Town which may help alleviate traffic related law enforcement activities and reduce traffic issues without necessitating additional law enforcement personnel. The Public Safety Advisory Committee did not review nor discuss these solutions and makes no recommendation regarding them other than to note that if implemented they should result in a reduction of law enforcement demand within the Town.

The Committee responded to questions and comments.

Public Comment was heard from Carefree resident Mr. Bowlen suggested he would be in favor of a property tax to support the fire and emergency service program. Mr. Bowlen stated he was very impressed with the recommendation report and thanked the Committee.

Ms. Hine graciously acknowledges, Town Administrator Gary Neiss for his leadership throughout the PSAC's recommendation process. Stating, it was Mr. Neiss's ensuring it meets the Town of Carefree standards in terms of what is a publishable product.

Commending the Public Safety Advisory Committee, Town Administrator, Neiss explained that citizen participation is a cornerstone to this process. Here are 8 citizens, (PSAC) who undertook a deep dive into these issues. Mr. Neiss thanked each member of the Committee for their many hours of commitment, research and dedication put forth preparing these recommendations and looks forward to more citizens participation in the process to discuss options and share solutions.

Rural Metro Fire Department, Chief Soule thanked the Committee for their diligence and considering the needs of the citizens and the impact both from public safety and finance perspectives. Chief Soule wanted to ensure that he represented the men and women who have provided a great service for many many years.

Chief Soule informed that he has only been with Carefree Rural Metro 3 months and has stepped into a fairly tense situation one that surprised him after 30-year career in fire service.

Chief Soule explained that he protects 240,000 residents in the unincorporated areas of Maricopa and Pinal counties. Emphasizing, if Rural Metro can't maintain this funding stream, they will not be able to maintain services to a lot of other people. Rural Metro might be a private business, but it is a Public Safety Organization founded by a gentleman long ago in Scottsdale who was taking care of his neighbor. Chief Soule expressed that is what they are doing...*taking care of their neighbors*. The people who nobody else is taking care of. Concluding, the decision that Carefree

Town Council makes will have a dramatic impact on a lot of people outside of Carefree. Chief Soule feels that this is unfair. Unfair for him to have to bring that to Council's attention and unfair that Council needs to make this decision. Chief Soule affirmed the Automatic Aid system is the "Cadillac" of public safety and best in the country. It is what many aspire to emulate within their governments, protecting fire fighters, protecting citizens. What Automatic Aid does not provide is customer care or citizen service. Chief Soule encouraged looking into the number of times the Daisy Mountain engine in Cave Creek is no longer in Cave Creek. The Automatic Aid system, big utilizers get a lot of services from the smaller utilizers.

Concluding, Public Safety is one piece, but the service, care, and ownership to the community by the public service agencies is something Chief Soule asked Carefree Town Council to consider as well.

Mayor Peterson thanked Chief Soule. as he touched upon some very deep, meaningful issues to the Carefree Town Council, to the citizens of Carefree, for Rural Metro Fire Department and those people outside of the Town of Carefree.

Town Administrator reiterated that the letter he sent to the Life Safety Council back in early October 2021 talked about the Town of Carefree's investment. Having built an award-winning fire station, with an emergency operations center and state of the art equipment. Mr. Neiss clarified that in that letter he asked, "what would be the process" to joining Automatic Aid. He wasn't asking for a denial; he was asking for what the process would be as the Town of Carefree being a sister municipality. The Town of Carefree is a municipal organization, a subdivision of the State and part of the Phoenix metropolitan area. Noting, if they preach uniformity in their standards, why shouldn't that uniformity also apply to the Town of Carefree? Why does it matter what contract the Town has for private labor that we place in that firehouse and on that equipment? Mr. Neiss said this is about first responders helping first responders. Why can't we all work together in the name of public safety?

Concluding, in the name of public safety, uniformity, working together in a collaborative fashion to help one another is what it is about.

Over two months after his initial request, Town Administrator Neiss received a response from the Life Safety Council. The response was not about the process in joining Automatic Aid, it was about denial and as Committee Member Burns articulated, denial was achievable i.e.: staffing requirements, radio equipment, and training. It is all achievable. Mr. Neiss feels the Town of Carefree is being forced into this. We are not arguing about the merits of Automatic Aid, but the Town of Carefree has to have a financial model that is married with the Towns financial capacity. Right now, it doesn't support that. Asking, can the town of Carefree achieve this more economically, such as, by preserving the existing contract with Rural Metro by them meeting the Automatic Aid requirements and getting qualified? The Life Safety Council did not respond for more than two months; however, more recently the Chairperson of the Life Safety Council stated in a local newspaper that as long as the Town of Carefree contracts with Rural Metro the Town will not qualify for Automatic Aid. Town Administrator Neiss stated that fighting Automatic Aid is a battle that the Town of Carefree will not win. Relationships need to be cultivated, and we need to realize, good bad or indifferent, this is the landscape we are presented with and n need to move



on in the name of public safety and seek solutions to join Automatic Aid that will be financially sustainable.

Councilperson Johnson requested that the financial assessment not only evaluate Carefree's financial capacity and options to pay but also evaluate the financial health of the Daisy Mountain Fire District.

Vice Mayor Crane recognized that the Mutual Aid agreement was not terminated until the course of action, direction of the Public Safety Advisory Committee was clear. Then at the last hour, the agreement was terminated. Vice Mayor Crane feels it is all very political and at the end of the day, if the Town of Carefree becomes overextended financially, they won't care, they will just pack up and leave. Concluding, it is important we come up with good solutions.

Town Administrator Neiss reminded that this is a citizen driven process. The next steps will be:

- Engage with Consultants to take a deeper dive into the recommendations and define potential paths (90 days).
- Consultants present their findings to Town Council.
- Public open houses will be held summer and early fall 2022 to provide "all in costs" and revenue options to cover additional costs.

Councilperson Hatcher expressed great concern regarding the costs associated with joining Automatic Aid. Adding, relative to the costs the Town of Carefree is facing, for the quality of services the Town is already receiving from Rural Metro Fire Department, this would be a big jump.

Councilperson Geiger feels the Town has been put in a corner and doesn't like it and feels Rural Metro who has taken care of the Town of Carefree for over 50 years is being squeezed out. Mr. Geiger also expressed concern regarding the unknown costs associated with joining Automatic Aid.

**ITEM #3** Review, discussion and possible action to approve and adopt Resolution #2022-03 accepting into public record the Public Safety Advisory Committee Report and Recommendations dated January 21, 2022 and dissolving the Public Safety Advisory Committee.

Councilperson D'Alesio **MOVED TO APPROVE** Resolution #2022-03. **SECONDED** by Councilperson Kroyer. **CARRIED**, 7-0.

**ITEM #4** Review, discussion, and possible action to approve and adopt Resolution #2022-04 to implement the recommendations of the Public Safety Advisory Committee as outlined in its January 21, 2022, Report and directing staff to secure qualified consultants to assist in the transition to the regional Automatic Aid dispatch system. Findings of consultants will be shared in future public open houses and Town Council meetings so community and Town Council can consider the "all in" costs and options to fund the Automatic Aid system.

Councilperson Kroyer **MOVED TO APPROVE** Resolution #2022-04. **SECONDED** by Councilperson Hatcher.

Town Administrator Neiss responded to question from Councilperson D'Alesio regarding the cost associated with the securing of consultants.

**DENIED** 6-1.

Mayor Peterson provided the following amended language for Resolution #2022-04:

*WHEREAS to ensure this goal is met, one or more fire service emergency professionals will be retained to assist in negotiating a short-term extension of the Rural Metro contract and/or a future Intergovernmental Agreement (IGA) with an Automatic Aid partner and also look at both of these relative to Carefree having its own independent Fire Department.*

Councilperson Kroyer **MOVED TO APPROVE** Resolution #2022-04 **AS AMENDED**. **SECONDED** by Councilperson Geiger. **CARRIED**, 7-0.

**ITEM #5** Adjournment.

The meeting was adjourned at 5:54 p.m.

DATED this 15th day of February 2022.

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 Joint Meeting of the Town of Carefree Town Council and the Public Safety Advisory Committee held February 15, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

---

Samantha J. Gesell, Planning Clerk

# Check Register Report

ALL CHECKS FEBRUARY 2022

BANK: NATIONAL BANK OF ARIZONA



Date: 02/24/2022  
Time: 3:34 pm  
Page: 1

Town Of Carefree

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>NATIONAL BANK OF ARIZONA Checks</b>							
48041	02/04/2022	Printed		3595	AMAZON CAPITAL SERVICES	Code Enf Truck Storage Cabinet	471.68
48042	02/04/2022	Printed		815	ARIZ SECRETARY OF STATE	Notary App- Deborah Domenico	43.00
48043	02/04/2022	Printed		3299	CIRCLE K UNIVERSAL	Jan 22 Gasoline All Depts	684.27
48044	02/04/2022	Printed		1329	COLONIAL SUPPLEMENTAL INS	January 2022 Supplemental Ins	111.56
48045	02/04/2022	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 22 Gardens Maintenance	2,000.00
48046	02/04/2022	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 22 Median Maintenance	4,955.00
48047	02/04/2022	Printed		1796	HEINFELD, MEECH & CO.,P.C.	Last Inv Fy2020-21 Town Audit	11,850.00
48048	02/04/2022	Printed		1320	KARSTEN'S ACE HARDWARE	Jan 22 Public Works Supplies	69.07
48049	02/04/2022	Printed		3397	LANGUAGE LINE SERVICES, INC.	Jan 22 Court Interpreting	17.70
48050	02/04/2022	Printed		0010	MARICOPA COUNTY	Jan 22 MCSO Jail Housing	442.36
48051	02/04/2022	Printed		3221	NATIONAL BANK OF ARIZONA	Car Maint, Conference Meals	126.26
48052	02/04/2022	Printed		3221	NATIONAL BANK OF ARIZONA	TPT Taxes, Code Enf Siren	1,575.32
48053	02/04/2022	Printed		3105	PETERSON, LES	Miles Meeting County Meeting	57.63
48054	02/04/2022	Printed		3527	RICK ENGINEERING CO - ARIZONA	Jan 22 Street Sys Inventory	11,700.00
48055	02/04/2022	Printed		3609	SAN TAN FORD	Repl Ford F150 Pickup PubWorks	35,541.27
48056	02/04/2022	Printed		1794	STAPLES ADVANTAGE	Office Supplies Court	330.99
48057	02/04/2022	Printed		3461	TITAN COMMERCIAL CLEANING	Jan 22 Town, Gardens Cleaning	7,305.00
48058	02/04/2022	Printed		3115	VERIZON WIRELESS	Jan 22 Mobile Phones All	461.44
48059	02/11/2022	Printed		3596	ADVANCED CONSULTING	Change Orders Park Camera Sys	2,535.00
48060	02/11/2022	Printed		0300	ARIZ PUBLIC SERVICE	FEB 22 Electric All Depts	1,983.68
48061	02/11/2022	Printed		1470	BROWN & ASSOCIATES	Jan 22 Building inspect 87 Hrs	6,225.00
48062	02/11/2022	Printed		0389	CAREFREE WATER COMPANY, INC	FEB 2022 Water All Depts	3,018.63
48063	02/11/2022	Printed		1460	COX COMMUNICATIONS	FEB 22 Town Internet & Phone	1,004.75
48064	02/11/2022	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards D. Domenico	60.90
48065	02/11/2022	Printed		3210	ECOBLU ENTERPRISES. INC.	Feb 22 Gardens Fountain Serv	600.00
48066	02/11/2022	Printed		3520	JENNINGS STROUSS & SALMON, PLC	Jan 21 Water Case	372.00
48067	02/11/2022	Printed		1400	KEEN, JAMES L.	10 PCs Donations Mesa	38.00
48068	02/11/2022	Printed		3154	LIGHTHOUSE OF AZ	Emergency Lights Travis Repl PU	2,673.23
48069	02/11/2022	Printed		1876	LOWE'S	Jan 22 Pub Works Supplies	565.77
48070	02/11/2022	Printed		2081	O'REILLY AUTO PARTS, INC	Jan 22 Pub Wrks Veh Maint	162.35
48071	02/11/2022	Printed		949	TARA. PARASCANDOLA	Feb 22 Court Magistrate Serv	3,750.00
48072	02/11/2022	Printed		3425	RURAL ARIZ GROUP HEALTH	Feb 22 Med,Dental,Vision Ins	16,135.71
48073	02/11/2022	Printed		0668	RURAL METRO FIRE DEPT.	January 2022 Fire Truck Diesel	657.76
48074	02/11/2022	Printed		0668	RURAL METRO FIRE DEPT.	Feb 2022 Fire Contract	129,451.74
48075	02/11/2022	Printed		3205	SOUTHWEST STEEL SALES LLC	Steel for Pub Works	352.52
48076	02/11/2022	Printed		1691	SPARKLETTS	Jan 22 Bottle Water All	116.36
48077	02/11/2022	Printed		1794	STAPLES ADVANTAGE	Cred Memo Town Office Supplies	130.47
48078	02/11/2022	Printed		3598	STORQUEST - CAREFREE-CC	Feb 22 Records Storage Rent	275.93
48079	02/11/2022	Printed		3226	TECH 4 LIFE COMPUTERS	Add Febr Events VisitCarefree	59.00
48080	02/11/2022	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Town Copier Maint Agree&Lease	374.90
48081	02/11/2022	Printed		3265	TRACTOR SUPPLY CO	Public Works Supplies	163.86
48082	02/11/2022	Printed		352	WESTERN STATES PETROLEUM INC.	Jan 22 Public Works Diesel	1,175.83
48083	02/18/2022	Printed		3452	ACKER, KAREN	Reimb Hannuka Children Gifts	439.77
48084	02/18/2022	Printed		0112	ARIZ SUPREME COURT	CAP Chargeback 1/1/22- 6/30/22	3,432.88
48085	02/18/2022	Printed		1326	ARIZONA REPUBLIC - SUBSCRIBE	Mar 22 Newspaper Subscrip	70.08
48086	02/18/2022	Printed		1512	ARROW AWARDS	New Plaque for D Domenico	20.00
48087	02/18/2022	Printed		3293	CITI CARDS	Ad for Front Desk Permit Tech	418.63
48088	02/18/2022	Printed		3588	COPPERSMITH BROCKELMAN PLC	Legal General for Jan 2022	1,280.00
48089	02/18/2022	Printed		1460	COX COMMUNICATIONS	Feb 22 Internet 33 Easy St	129.00
48090	02/18/2022	Printed		1880	EMPIRE SOUTHWEST	8 Sundial Cir Generator Maint	1,250.85
48091	02/18/2022	Printed		3584	KIMLEY-HORN AND ASSOCIATES,INC	Eng CF Sign Plan thru 1/31/22	10,961.00
48092	02/18/2022	Printed		3611	KRAETZ, JOHN	Consulting FD Engineering	993.75

# Check Register Report

ALL CHECKS FEBRUARY 2022

Date: 02/24/2022

Time: 3:34 pm

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
<b>NATIONAL BANK OF ARIZONA Checks</b>							
48093	02/18/2022	Printed		3578	LIBERTY UTILITIES	January 22 Sewer Gardens	931.76
48094	02/18/2022	Printed		3415	NATIONAL CONCIERGE ASSOCIATION	Erica Shumaker 2022 Dues	155.00
48095	02/18/2022	Printed		3010	REPUBLIC SERVICES #753	Feb 22 Trash PU 8 Sundial Circ	461.45
48096	02/18/2022	Printed		3010	REPUBLIC SERVICES #753	Jan & Feb 22 Shop 40Yd Rolloff	3,064.89
48097	02/18/2022	Printed		1920	SOUTHWEST GAS	Jan22 Feb22 Gas All Depts	1,063.08
48098	02/24/2022	Printed		1512	ARROW AWARDS	Name Plaques for New P&Z	85.00
48099	02/24/2022	Printed		3495	ASSURITY LIFE INSURANCE CO	Jan&Febr 22 Supplemental Ins	984.21
48100	02/24/2022	Printed		3463	BUSTAMANTE & KUFFNER PC	Jan 22 Town Prosecutor Serv	4,630.00
48101	02/24/2022	Printed		3072	CNA SURETY	AZ Landfill Fees Bond	250.00
48102	02/24/2022	Printed		1460	COX COMMUNICATIONS	Feb 22 Shop Internet & Phones	192.27
48103	02/24/2022	Printed		3612	DOMENICO, DEBBIE	Petty Cash to 2/23/22	385.07
48104	02/24/2022	Printed		0010	MARICOPA COUNTY	March 22 MCSO Sheriff's Patrol	39,716.58
48105	02/24/2022	Printed		3015	NOTHING BUT NET	Nov 21 Comp Maint Agreements	1,530.87
48106	02/24/2022	Printed		3015	NOTHING BUT NET	Feb 22 Comp Maint Agreements	1,530.87
48107	02/24/2022	Printed		949	TARA, PARASCANDOLA	Reimb Voice Recorder Court	43.67
48108	02/24/2022	Printed		0226	PHOENIX WELDING SUPPLY CO.	Maint Shop Welding Supplies	100.31
48109	02/24/2022	Printed		1075	SHERMAN & HOWARD LLC	General Legal To 1/31/22	8,620.00
48110	02/24/2022	Printed		3591	THE DOYLE FIRM, P.C.	Legal to 1/31/22	363.50

<b>Total Checks: 70</b>	<b>Checks Total (excluding void checks):</b>	<b>332,730.43</b>
<b>Total Payments: 70</b>	<b>Bank Total (excluding void checks):</b>	<b>332,730.43</b>
<b>Total Payments: 70</b>	<b>Grand Total (excluding void checks):</b>	<b>332,730.43</b>

Combined Trial Balance - All Funds  
December 31, 2021



**Assets**

Checking - National Bank of AZ	2,080,932
Local Gov't Investment Pool - AZ	12,552,100
Petty Cash	700
Advances to the Water Company	2,966,786
<b>Total Assets</b>	<b>\$ 17,600,518</b>

**Liabilities**

Accounts Payable	30,581
Bonds	38,510
Sales Tax Remittance	
Long Term Deferred Revenue	2,966,786
<b>Total Liabilities</b>	<b>\$3,035,877</b>

**Fund Balance**

Fund Balance-Beginning of Year	13,767,123
Year-to-date change in Fund Balance	797,523
<b>Total Fund Balance</b>	<b>14,564,646</b>
<b>Total Liabilities and Fund Balance</b>	<b>\$ 17,600,518</b>

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$11,223,260
<b>Total</b>	<b>\$13,723,260</b>

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

Revenues		FY2020	FY2021	FY2022	2021 vs 2022	Budget	Dec21	% of Budget
		YTD Dec	YTD Dec	Y-T-D	% (+/-)			
Local Sales Taxes	(1 month lag)	\$1,071,261	\$ 1,031,358	\$ 1,194,246	15.8%	2,500,000	317,667	47.8%
State Sales Taxes	(1 month lag)	175,718	203,245	233,868	15.1%	461,000	53,311	50.7%
Building Fees		184,253	176,871	177,223	0.2%	400,000	25,955	44.3%
State Income Tax		250,611	280,612	247,613	-11.8%	512,000	40,554	48.4%
Fines		43,092	72,059	98,459	36.6%	130,100	14,405	75.7%
Court Service Fees		96,885	100,761	59,368	-41.1%	178,106	14,842	33.3%
Town Clerk-Misc. Sales		188	56	0	0.0%	500	0	0.0%
Town Clerk-Permits & Sol Fees		525	550	575	4.5%	700	0	82.1%
Water Company Reimbursements		290,377	311,524	311,524	0.0%	692,105	54,862	45.0%
33 Easy St Rent		7,734	7,667	7,667	0.0%	15,600	1,300	49.1%
Miscellaneous Income & Donations		41,530	389,952	25,647	-93.4%	51,000	300	50.3%
Interest Income		98,182	19,448	(8,056)	0.0%	21,419	(9,166)	0.0%
Utility Franchise Fees	(1 month lag)	136,556	142,598	139,440	-2.2%	350,000	0	39.8%
County Lieu Tax	(1 month lag)	77,219	85,563	79,858	-6.7%	182,000	14,495	43.9%
General Fund & All Funds Reserve Contribution(Bel)		0	0	0	0.0%	4,108,945	0	0.0%
Special Events		78,953	22,720	33,920	49.3%	40,000	1,704	84.8%
County & State Grants		1,233	98,132	0	0.0%	209,798	0	0.0%
Court Enhancement, GAP, MJCEF		5,430	6,548	8,255	26.1%	22,400	1,461	36.9%
HURF	(1 month lag)	305,582	110,057	116,203	5.6%	261,000	21,665	44.5%
Cemetery		100	200	950	0.0%	600	200	158.3%
CPR Ed Fund		668	0	0	0.0%	200	0	0.0%
CARES Fund Grants			450,846	655,770	0.0%	468,521	0	140.0%
Utility Capital Improvement Fund		3,352	3,314	4,252	28.3%	22,400	0	19.0%
Fire Reimb Income & Ins Reimb		30,742	33,703	56,391	0.0%	53,600	8,024	105.2%
Fire Fund-L Sales Tax	(1 month lag)	535,631	515,681	597,123	15.8%	1,250,000	158,834	47.8%
<b>Total Revenues</b>		<b>3,435,822</b>	<b>4,063,464</b>	<b>4,040,298</b>	<b>-0.6%</b>	<b>11,931,994</b>	<b>720,414</b>	<b>33.9%</b>
<b>Expenses</b>								
Mayor & Council		4,145	3,385	4,762	40.7%	214,375	417	2.2%
Town Clerk		166,650	166,477	189,616	13.9%	330,534	58,664	57.4%
Court		138,716	141,962	136,087	-4.1%	285,532	20,120	47.7%
Administration		236,701	209,081	265,756	27.1%	571,832	39,233	46.5%
Claims & Losses		0	400	0	0.0%	10,000	0	0.0%
Legal		131,893	169,902	109,482	-35.6%	160,000	22,658	68.4%
Risk Management		33,453	36,371	52,457	44.2%	120,000	8,213	43.7%
Planning & Development		99,739	108,815	119,596	9.9%	304,622	21,854	39.3%
Building Safety		112,362	103,214	163,938	58.8%	275,177	55,763	59.6%
Law Enforcement		235,487	253,850	260,150	2.5%	539,392	43,668	48.2%
Code Enforcement		30,099	30,093	62,064	106.2%	81,895	40,528	75.8%
Engineering		22,321	14,861	64,209	332.1%	269,684	10,737	23.8%
Public Works - Streets & Gardens		475,958	365,708	405,031	10.8%	898,723	96,122	45.1%
Debt Service WIFA		227,509	231,385	235,406	1.7%	244,226	0	96.4%
33 Easy St		13,479	13,518	12,783	0.0%	27,750	1,942	46.1%
Capital Improvement Program	(See Below)	0	0	0	0.0%	-	0	0.0%
Public Safety Fire General Fund		0	5	0	0.0%	279,733	0	0.0%
Economic Development		463,306	84,737	93,546	10.4%	320,003	19,286	29.2%
Contingencies		4,970	0	0	0.0%	200,000	0	0.0%
Court Enhancement, GAP, MJCEF		480	0	(252)	0.0%	1,437	0	0.0%
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	450,904	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	100	0	0.0%	-	0	0.0%
Fire Fund		764,763	331,556	804,750	142.7%	1,304,300	137,249	61.7%
<b>Total Expenses without Capital Expense</b>		<b>3,162,030</b>	<b>2,716,324</b>	<b>2,979,382</b>	<b>9.7%</b>	<b>6,908,638</b>	<b>576,453</b>	<b>43.1%</b>
<b>Net without Capital Expense</b>		<b>\$ 273,791</b>	<b>\$ 1,347,140</b>	<b>\$ 1,060,916</b>		<b>\$ 5,023,356</b>	<b>\$ 143,961</b>	<b>21.1%</b>
<b>All Capital Projects</b>		<b>710,320</b>	<b>682,746</b>	<b>263,392</b>	<b>-61.4%</b>	<b>5,000,000</b>	<b>20,175</b>	<b>5.3%</b>
<b>Total Expenses with Capital Expense</b>		<b>3,872,350</b>	<b>3,399,070</b>	<b>3,242,774</b>	<b>-4.6%</b>	<b>\$11,908,638</b>	<b>\$596,629</b>	<b>27.2%</b>
<b>Net with Capital Expense</b>		<b>(436,529)</b>	<b>664,394</b>	<b>797,523</b>	<b>20.0%</b>	<b>23,356</b>	<b>123,786</b>	<b>3414.6%</b>



**Maricopa County**  
Animal Care & Control



2500 South 27<sup>th</sup> Avenue  
Phoenix, AZ 85009  
Phone: (602) 506-7387  
Fax: (602) 506-2739

[pets.maricopa.gov](http://pets.maricopa.gov)

February 14, 2022

Town of Carefree  
Kandace French Contreras  
Town Clerk  
P.O. Box 740  
Carefree, AZ 85377

To the Town of Carefree,

Included in this packet, is the FY2023 through FY2028 Animal Enforcement Services intergovernmental agreement (IGA) as well as a Sheltering Service IGA. Please review, edit to include city/town-specific information requested, sign and return the attached agreements to us by April 18, 2022.

In the summer of 2021, leaders from Maricopa County Animal Care and Control (MCACC) met with you and/or members of your city/town to discuss both a new fee model for animal enforcement services as well as the need to incorporate a new sheltering services agreement. The fee models were developed to achieve greater cost recovery for the services being provided.

To restate the methodology of the new enforcement fee structure, it is based on the total number of calls for service from your residents and authorized agencies, the total service time of the Field Enforcement Officers, and the number of miles driven.

The new sheltering fee structure is based on the number of total impounds from your jurisdiction, except for euthanasia requests and disposal requests, since those are fully paid by the owner. The overall cost to house, feed, and care for an animal is \$36 per day. The minimum mandatory hold period is 72-hours or three days. At \$36 per day, the sheltering cost for the mandatory hold period is \$108 per animal. At this time, only the 72-hour hold period is being used to determine the fee; therefore, the cases in which a longer hold time is required by statute have not been included, i.e., the 120-hour or 5-day hold for animals with a microchip or the 10-day quarantine hold for bite cases.

Understanding the budgetary impact to our partners, the sheltering services fee structure provides a 33% licensing revenue credit to each city/town. This is based on the average length of stay per animal of 9 days instead of the mandatory 3-day hold period. This offset is to promote dog licensing. As more dogs are licensed in your area, the sheltering fee will be offset accordingly.



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Maricopa County  
Animal Care & Control  
2323 South 35<sup>th</sup> Ave.  
Phoenix, Arizona 85009  
Phone: (602) 506-7387  
Fax: (602) 506-2739

[pets.maricopa.gov](http://pets.maricopa.gov)

Also included in this packet, is a summary of the benefits of licensing as well as the current licensing fee schedule. We welcome shared website links on dog licensing and are open to partnering with you to promote dog licensing. MCACC is committed to data transparency with our partners. As of July 1, 2022, each city/town will have online access to view quarterly reports for their calls for service, miles driven, time spent in the field, and the number of impounds from their jurisdiction. Access and reporting information will be shared with you in June.

Each IGA will be for a period of five (5) years with an annual renewal option. For FY2024 and beyond, the fees for service will be calculated using the prior year's actual reported data.

Please review, sign and return the attached agreements to us by April 18, 2022. If you have any questions regarding the IGAs or data used, please reach out to John Reynolds or me. Our contact information is listed below.

Maricopa County Animal Care and Control looks forward to our continued partnership in helping your residents and pets. Thank you for your ongoing support and cooperation.

Sincerely,

Valerie Beckett  
Assistant County Manager/Interim Director  
Maricopa County Animal Care and Control  
602-506-2623  
[Valerie.Beckett@maricopa.gov](mailto:Valerie.Beckett@maricopa.gov)

John Reynolds  
Business Systems Analyst  
602-506-2744  
[John.Reynolds@maricopa.gov](mailto:John.Reynolds@maricopa.gov)



## Benefits of Licensing Your Dog

### Why should I license my dog?

**It's the law.** In Maricopa County, all dogs over three months of age are required by law to be licensed and vaccinated against rabies. The tag you receive the first time your dog is licensed should always be attached to their collar – it is proof that your dog has been licensed and will help you avoid a citation and fees for failure to license.

**It can save you money.** If your licensed dog is lost and picked up by MCACC but we are unable to reach you, the first 24 hours at the shelter will be at no charge. Also, if a licensed dog bites someone, it may be eligible for home quarantine, rather than being quarantined at the dog owner's expense in our facility or at a veterinary hospital.

**Helps prevent rabies.** Dogs must have a current rabies vaccination to apply for, or renew, a dog license in Maricopa County. Rabies is a potentially fatal disease for humans and animals.

**Free ride home!** If your dog is picked up at large by an Animal Control Officer, having a current license and contact information on file means your dog will be returned directly to you that same day (when possible), without your dog having to come into the shelter.

**It's life-saving.** The fees collected from licensing directly support the daily care of the thousands of animals that enter the shelter each year; licensing your dog helps all the other dogs and cats at MCACC that are waiting to find their forever homes too.

**Your dog will be safer.** When you license your dog, you are registered as the dog's owner and your information is entered into our database – if your dog is ever lost, this helps us to more quickly reunite you with your dog. Also, MCACC follows a minimum of 120 hours for Hold-Notify of a licensed dog that comes into the shelter, compared to a minimum stray hold of 72 hours, giving you more time to find your lost pet.

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**Please note, a current rabies vaccination certificate from your vet is needed to license your pet. You can submit your paperwork three ways...**



Online at  
[pets.maricopa.gov](http://pets.maricopa.gov)



Mail to  
MCACC  
Licensing Section  
P.O. Box 52014  
Phoenix, AZ 85072



In person  
MCACC  
West Valley Animal Care Center  
2500 S. 27th Avenue  
Phoenix, Arizona 85009

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### Licensing fees:

**Spayed/neutered dogs:** \$22 (discount of \$3 for each license completed online)

**Unaltered/intact dogs:** \$55 (discount of \$5 for each license completed online)

**Senior discounted rate for owners 65 years of age or older:** \$10 for each spayed/neutered dog



**Maricopa County Animal Care and Control**

West Valley Animal Care Center • 2500 S. 27th Avenue • Phoenix, Arizona 85009 • 602.506.7387 • [pets.maricopa.gov](http://pets.maricopa.gov)



## Beneficios de obtener una licencia para su perro

### ¿Por qué debería licenciar a mi perro?

**Es la ley.** En el condado de Maricopa, la ley exige que todos los perros mayores de tres meses tengan licencia y estén vacunados contra la rabia. La placa de identidad que reciba la primera vez que su perro tenga la licencia debe estar adherida a su collar siempre; es una prueba de que su perro tiene licencia y le ayudará a evitar una citación y tarifas por no obtener la licencia.

**Puede ahorrarle dinero.** Si su perro con licencia se pierde y es recogido por MCACC, pero no podemos comunicarnos con usted, las primeras 24 horas en el refugio serán sin cargo. Además, si un perro con licencia muerde a alguien, puede ser elegible para la cuarentena domiciliaria, en lugar de ser puesto en cuarentena a costo del dueño del perro en nuestras instalaciones o en un hospital veterinario.

**Ayuda a prevenir la rabia.** Los perros deben tener una vacuna actual contra la rabia para solicitar o renovar una licencia de perro en el condado de Maricopa. La rabia es una enfermedad potencialmente mortal para los seres humanos y los animales.

**¡Viaje gratis a casa!** Si su perro es recogido por un oficial de control de animales, tener una licencia actual e información de contacto en el archivo significa que su perro será devuelto directamente a usted ese mismo día (cuando sea posible), sin que su perro tenga que entrar al refugio.

**Es salvavidas.** Las tarifas recaudadas por la concesión de licencias apoyan directamente el cuidado diario de miles de animales que ingresan al refugio cada año; La concesión de licencias a su perro ayuda a todos los demás perros y gatos de MCACC que también esperan encontrar sus hogares para siempre.

**Tu perro estará más seguro.** Cuando otorga la licencia a su perro, usted se registra como el dueño del perro y su información se ingresa en nuestra base de datos; si su perro se pierde, esto nos ayuda a reunirlo más rápidamente con su perro. Además, MCACC sigue un mínimo de 120 horas para "Sostener- Notificar" de un perro con licencia que ingresa al refugio, en comparación con un mínimo de espera extraviada de 72 horas, lo que le da más tiempo para encontrar a su mascota perdida.

---

**Tenga en cuenta que se necesita una vacuna actual contra la rabia de su veterinario para obtener la licencia de su mascota. Puede enviar su documentación de tres maneras ...**



Nuestro sitio web  
[pets.maricopa.gov](http://pets.maricopa.gov)



Correo normal  
MCACC  
Licensing Section  
P.O. Box 52014  
Phoenix, AZ 85072



En persona  
MCACC  
West Valley Animal Care Center  
2500 S. 27th Avenue  
Phoenix, Arizona 85009

---

### Tarifas de licencia:

**Perros esterilizados/castrados:** \$22 (descuento de \$3 por cada licencia completada en línea)

**Perros intactos/inalterados:** \$55 (descuento de \$5 por cada licencia completada en línea)

**Descuento para adultos mayores para propietarios de 65 años o más:** \$10 por cada perro esterilizado/castrado



**Maricopa County Animal Care and Control**

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**INTERGOVERNMENTAL AGREEMENT**  
**MARICOPA COUNTY ANIMAL CONTROL SERVICES**

**BETWEEN**

**MARICOPA COUNTY**  
**[Administered by its Animal Care & Control Department]**

**and**

**THE TOWN OF CAREFREE**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA” or “Agreement”) for Animal Control Services is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (“MCACC”) (collectively referred to as “County”), and the **TOWN OF CAREFREE** (“Town”), a municipal corporation of the State of Arizona. The County and Town are collectively referred to as “Parties” and individually as “Party.” In consideration of the following, the Parties agree as follows:

**1.0 PURPOSE:** The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities regarding the County’s provision of Animal Control Services to the Town. The Town needs Animal Control Services and desires to enter into this Agreement with the County to appoint the County as the statutory Enforcement Agent for the City to administer Animal Control Services, as defined in this Agreement.

**2.0 AUTHORITY**

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter IGAs for joint cooperative action, which includes animal control services;
- 2.2 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances;
- 2.3 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed;
- 2.4 A.R.S. § 11-201(A) authorizes the Board of Supervisors (“BOS”) to act on behalf of the County;

- 2.5 Pursuant to A.R.S. § 11-1005(A)(1), the BOS has designated MCACC as the “County enforcement agent” to perform animal control services. A.R.S. § 11-1007 authorizes the County enforcement agent to carry out its duties; and,
- 2.6 Article 5.1 of the Carefree Code of Ordinances - Animal Rules and Regulations provides for the enforcement and assignment of animal control services.
- 3.0 TERM:** This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).
- 4.0 RENEWAL:** The Parties may renew this Agreement up to two successive twelve-month terms/as many times as desirable, but each extension may not exceed the duration of the Term (“Renewal”).
- 5.0 AMENDMENTS:** Nothing in this Agreement may be modified or waived except by prior written amendment, duly executed by authorized signers for Parties. The Parties may renew or amend this Agreement upon the mutual written agreement signed by authorized signers for the Parties.
- 6.0 DEFINITIONS**
- 6.1 The Definitions at A.R.S. § 11-1001 and Town Code § Chapter 5 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.
- 6.2 **Aggressive Dog:** Any dog that has bitten a person or domestic animal without provocation or that has a known history of attacking persons or domestic animals without provocation.
- 6.3 **Animal:** Refers to dogs but may also include cats that have bitten a human.
- 6.4 **Animal At-Large:** A dog that is not contained by an enclosure or physically restrained by a leash.
- 6.5 **Animal Control Ordinance:** Laws set forth by A.R.S. Title 11, ordinances adopted by Maricopa County for unincorporated Maricopa County, and ordinances adopted by Town contracted with County to provide Animal Control Services.
- 6.6 **Animal Control Facilities:** Refers to the County Animal Pounds established pursuant to A.R.S. § 11-1013.
- 6.7 **Animal Control Services:** Services provided by County that have been contracted and approved by the Town and the County. Animal Control Services includes the following services performed within the response periods prescribed in Appendix B:
- 6.7.1 control or impound of Animals (dogs) At-Large;
  - 6.7.2 enforcement of licensing and rabies vaccination laws and ordinances; and
  - 6.7.3 rabies surveillance and impound of Animals who have bitten a human.

- 6.8 **Bite Animal At-Large:** An Animal that has bitten a human.
- 6.9 **Confined Stray:** Any dog that has been found roaming at large and the primary finder has taken into their private home or business for the purpose of confinement at the County Pound.
- 6.10 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.
- 6.11 **Domestic Animal:** As defined at A.R.S. § 11-251(47), an animal kept as a pet and not primarily for economic purposes.
- 6.12 **Enforcement Agent:** As defined at A.R.S. § 11-1001(4), the person in each County who is responsible for the enforcement of the animal control statutes and any rules adopted pursuant to those statutes.
- 6.13 **Limited Operation Hours:** Refers to the hours of 5 p.m. to 10 p.m. seven (7) days a week except County Observed Holidays. Restricted access available to police and fire needing assistance with Priority 1 activities. Not intended for general public access. Communication police line is direct service dispatcher to dispatcher.
- 6.14 **Normal Hours of Operation:** Refers to the hours of 8 a.m. to 5 p.m. seven days a week except County Observed Holidays.
- 6.15 **Owner:** As defined in A.R.S. § 11-1001(10), any person keeping an animal other than livestock for more than six consecutive days.
- 6.16 **Priority 1 Dispatch:** Request for service from the police or fire departments or calls from the public involving a Bite Animal At-Large.
- 6.17 **Priority 2 Dispatch:** Request for service involving an Animal At-Large on school property while school is in session, Aggressive Dog(s), or, if the dog is reported to have any type of injury or sickness, Stray Dogs in imminent harm. May include lower level calls for service that require immediate attention based on the situation.
- 6.18 **Priority 3 Dispatch:** Request for service to impound stray dogs confined by the primary finder, at a private home or business or bite cases that have not just occurred to investigate and/or advise quarantine.
- 6.19 **Priority 4 Dispatch:** Request for service to enforce license or leash laws. The location of the dog and dog owner is known, and a violation witnessed and reported for investigation of leash law.
- 6.20 **Primary Finder:** Person who has located and confined a stray dog and has taken the dog into their private home or business for purposes of confinement at County Animal Control Facilities.
- 6.21 **Response Time:** The time within which the County will respond to a call for service which varies based on the time of the call and the priority assigned to the call.
- 6.22 **Stray Dog:** Means any dog three months of age or older running at-large that is not wearing a valid license tag.

- 6.23 **Sick or Injured:** A stray dog which has been reported to have some type of injury or suffering from some type of illness. This can include but is not limited to hit by a car, limping, suffering from heat related issues.
- 6.24 **Third Party:** A person or group, not under contract with the County or other municipality, that receives from the primary finder, traps, picks up, and/or confines for any period of time, Animals from another. For example, veterinarians and citizen groups who receive Animals from others are Third Parties under this Agreement. Businesses contracted by government jurisdictions to provide Animal Control Services are not Third Parties under this Agreement.

## **7.0 COUNTY RESPONSIBILITIES**

The County agrees to:

- 7.1 Provide Animal Control Services to the Town, as defined and further prescribed in Appendix B.
- 7.2 Submit invoices quarterly for Animal Control Services provided.
- 7.3 If the Town changes its ordinance, the County may at its option, decline to enforce the changes to the ordinance or enter a written amendment adding enforcement of such changes, which may include modification of service and additional payment terms.

## **8.0 TOWN RESPONSIBILITIES**

The Town agrees to:

- 8.1 Pay the County for Animal Control Services performed under this Agreement in accordance with Appendix A of this Agreement. The Town will submit payment to County within thirty (30) days of receiving an invoice.
- 8.2 Notify the County of Town ordinance changes no later than 90 days prior to the effective date of the change.

## **9.0 RECORDS**

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
- 9.1.1 Intake counts;
  - 9.1.2 Electronic impound records;
  - 9.1.3 Documentation of Town attempts to return Animal to owner;
  - 9.1.4 All documentation related to dog licenses;
  - 9.1.5 All documentation related to rabies;
  - 9.1.6 All documentation related to Immigration, E-Verify, and compliance with paragraph 20 of this Agreement; and
  - 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.

- 9.2 The Town will have access to County dog licensing data through a web portal, calls to the animal control facility, and by email.
  - 9.3 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The Town shall retain records in accordance with the Town of Carefree and State Library and Archives record retention schedule.
  - 9.4 The Parties waive their respective public records procedure for obtaining Records, including when using the web portal, phone calls, or emails for licensing data.
  - 9.5 The Parties shall have full access to, and the right to examine, copy, and make use of, all Records relevant to this Agreement no later than ten (10) business days from the date of request.
  - 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.
- 10.0 REPORTING:** The County shall provide the Town with quarterly routine statistical and/or management reports which provide the following information: the number of calls, the date and time the call was received, incident address or area, descriptor (stray/dangerous), and disposition of the call concerning the services provided pursuant to this Agreement.
- 11.0 FINANCING:** The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendices A and B to this Agreement.
- 12.0 NON-APPROPRIATION:** Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.
- 13.0 AUDITS**
- 13.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
  - 13.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.



- 13.3 The owner of the Records shall produce the requested Records in accordance with this Agreement.
- 13.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 14.0.

**14.0 NOTICE:** Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:

**MARICOPA COUNTY**

Maricopa County Animal Care & Control  
Shelter and Field Operations  
c/o Al Aguinaga  
2500 S 27th Avenue  
Phoenix, AZ 85009  
(602) 506-2766

cc:

Maricopa County Animal Care & Control  
c/o Kristi McMahon  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
(602) 506-5100

**TOWN OF CAREFREE**

Town of Carefree  
Town Clerk Kandace French  
Contreras  
8 Sundial Circle, P.O. Box 740  
Carefree, AZ 85377

cc: Gary Neiss, Town Administrator  
8 Sundial Circle, P.O. Box 740  
Carefree, AZ 85377

**15.0 TERMINATION**

- 15.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice in compliance with the Notice requirements of this Agreement in section 14. The County may terminate the Agreement immediately upon discovery that the life, health, or safety of an animal or person is in jeopardy because of the actions or inaction of the Town. The failure of the Town to provide requested information on a bite incident, attack incident, and/or stray hold constitute[s] the jeopardy of life, health, and safety of an animal and person and is grounds for immediate termination.
- 15.2 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.

- 15.3 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 15.4 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.
- 16.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.
- 17.0 SUBCONTRACTING:** The Town shall not subcontract or assign any responsibility or portion of this Agreement to a subcontractor without the prior, express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.
- 18.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any assignment in contravention of this provision shall be null and void.
- 19.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.
- 20.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect

the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

**21.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as “Indemnitor”) agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as “Indemnitee”), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys’ fees, claim processing) (collectively, “Claims”) arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

**22.0 DISPUTE RESOLUTION:** In the event a dispute under this Agreement arises between the Parties, the Parties will follow this process:

22.1 The Parties will meet and confer in person about the issue. The Parties will make their best efforts to reach a resolution at this meeting.

22.2 If the Parties are unable to resolve the conflict after the in-person meeting, within ten (10) business days after the meeting, the Party raising the issue shall prepare a written conflict report and deliver to the other/receiving Party for a response. The conflict report shall include, at minimum, a section summarizing relevant background, an issue statement, and a proposed solution. The receiving Party shall prepare and deliver a written response within ten (10) business days from the date of receipt of the conflict report.

22.3 If the Parties cannot resolve the issue after assessing the conflict report and response, the Parties shall once again meet and confer in person to discuss the conflict report and response and try to resolve the issue. The Parties shall make their best efforts to reach a resolution at this meeting.

22.4 If the Parties are still unable to reach a resolution, the Parties may seek resolution through mediation/arbitration. The Parties may provide the conflict report and response to the arbitrator to aid in resolution. The Parties shall select a mutually acceptable third-party as arbitrator. Each party shall bear its own arbitration fees, attorneys’ fees, and costs.

- 23.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.
- 24.0 FORCE MAJEURE:** Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.
- 25.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.
- 26.0 APPLICABLE LAW:** Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.
- 27.0 VENUE; CHOICE OF LAW**
- 27.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.
- 27.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law. This Agreement shall be construed in accordance with the laws of the State of Arizona.
- 28.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 29.0 ENTIRE AGREEMENT:** This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

**IN WITNESS WHEREOF**, the undersigned represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the Effective Date, as defined in Section 3.0 of this Agreement (Term):

**MARICOPA County**

**TOWN OF CAREFREE**

By:

By:

\_\_\_\_\_  
Jack Sellers, Chairman  
Maricopa County Board of Supervisors

\_\_\_\_\_  
Les Peterson, Mayor  
Town of Carefree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attest:*

*Attest:*

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to Form:*

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and Article 5-1 of the Carefree Town Code and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

\_\_\_\_\_  
Karen Hartman-Tellez,  
Maricopa County Deputy Attorney

\_\_\_\_\_  
Michael Wright,  
Attorney for Town of Carefree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPENDIX A**

**COMPENSATION SCHEDULE FOR  
ANIMAL CONTROL SERVICES**

1. County Service Level: Animal Control Services
2. Service Cost for Initial Term: \$1,867

For the initial year of this Agreement, the Town agrees to pay the County \$1,867. Thereafter, the Town shall pay the County those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by MCACC, which require full recovery of the County's direct and indirect costs.

<b>AVG FY20/FY21 Jurisdiction Population and Bite Data</b>			
<b>Reported Population</b>	<b>AWMA US Pet Ownership Formula for Dog Population</b>	<b>Bite Quarantine at ACC</b>	<b>Field Bite Cases</b>
3,708	876	0	10

<b>AVG FY20/FY21 Calculation for Initial Year ( FY2023 or 7/1/22 – 6/30/23):</b>				
<b>Mileage (ACC to Town x CFS)</b>	<b>Mileage @ Federal Reimbursement Rate .585</b>	<b>Calls for Service (CFS) @ \$68/call</b>	<b>Trucks, Technology Replacement based on % on Field Calls across all Town</b>	<b>Hours Spent in the Field on Calls @\$81.06/hour</b>
680	\$397.80	\$1,156	\$151.33	\$162.12

## APPENDIX B

### SERVICES

1. The County, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the Town. *See Appendix D.*

2. Minimum Staffing: Staffing will be sufficient to respond to ninety percent (90%) of service requests within the period prescribed below

3. Response Times: The County will respond during Normal Hours of Operation. On average, County staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification and driver safety conditions:

Priority 1	1 hour
Priority 2	2 hours
Priority 3	48 hours
Priority 4	72 hours

\*\*See Appendix C for call for service types by priority.

4. Response Time during Limited Operations Hours: The County will only act on Priority 1 and 2 calls for service during Limited Operation Hours and only when the requesting police agency agrees to remain on scene for the duration of the time needed to handle the call for service. The County will not respond to priority 3 or 4 calls for service after 3pm until the commencement of the next Normal Hours of Operation. The response time for Limited Operations Hours will be two (2) hours maximum. The response time could be longer should a higher priority call for service be received. The choice to respond to higher priority calls is at the discretion of the County.

5. The County shall not respond to scenes involving owned animals being seized or impounded as a part of a police function related to neglect, abuse, abandonment, arrests, crime scene investigations, fire scenes, or any situation where the law enforcement officer has seized an owned animal. The County will not respond to citizen response requests for abuse, neglect, or cruelty of animals.

6. Law enforcement agencies needing assistance in accordance with this IGA can call the County Field Dispatch non-public phone line (602-506-1309) to request general assistance during Normal Hours of Operation and after 5pm for Priority 1 or 2 calls. The decision to respond is based on the information provided to staff at the time of the request. The County reserves the right to respond to non-emergency requests at the beginning of the next Normal Hours of Operation.

7. While the County is closed for business on all County Observed Holidays, the County reserves the right to provide limited response times from 7am to 10 pm on County observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on County Holidays.

8. The County shall provide lost and found service from 8am to 5pm seven (7) days per week to allow for citizens to report found and lost dogs at (602) 372-4598. This service will not be provided during the holiday coverage prescribed in Paragraph 7.

9. The County shall provide call center services during Normal Hours of Operation and 24-hour online services for citizens to report animal control issues, conduct licensing transactions, and ask general animal control questions. Call center services will not be provided during the holidays prescribed in Paragraph 7.

10. The County at its discretion may pick up dogs from Third Parties.



## APPENDIX C

### PRIORITY CLASSIFICATIONS

Priority 1 1 hour or less	Priority 2 2 hours	Priority 3 48 hours	Priority 4 72 hours	Priority O - Other by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene	Aggressive or menacing animal at large imminent safety hazard	On duty municipal employees, not LEO	Area check no aggression	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour	Animal in trap <del>Trap</del> check/Trap Pick up	Bite investigation or follow up investigation	Leash Law	Court appearance or delivery	Kennel permit inspections	
Animal at large on school grounds. (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home	Third Party Pick-ups	.	Canvassing	
Attack which has taken place in the last hour, dog still at large and possess immediate threat	Officer needs assistance: police/fire/animal control officer. Officer not on scene	Attack older than 3 hours. Animal bite investigations follow up second sequence		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large	Dog confined on school grounds		Kennel Permit		
		Will show		Admin duties		

**APPENDIX D**

**TOWN OF CAREFREE ORDINANCE**

Dangerous Animals 5-1-2

Dogs Not Permitted at Large 5-1-3

# INTERGOVERNMENTAL AGREEMENT

## MARICOPA COUNTY ANIMAL CONTROL FACILITIES USE AGREEMENT FOR SHELTERING SERVICES

BETWEEN

**MARICOPA COUNTY**

[Administered by its Animal Care & Control Department]

and

**THE TOWN OF CAREFREE**

**THIS INTERGOVERNMENTAL AGREEMENT** (“IGA” or “Agreement”) for use of Maricopa County Animal Pounds as prescribed in A.R.S. § 11-1013 (hereinafter “Animal Control Facilities”) is entered by and between Maricopa County, a political subdivision of the State of Arizona, administered by its Animal Care & Control Department (collectively referred to as “County”), and the **TOWN OF CAREFREE** (“Town”), a municipal corporation of the State of Arizona. The County and City are collectively referred to as “Parties” and individually as “Party.”

**1.0 PURPOSE:** The purpose of this Agreement is to memorialize the Parties’ rights and responsibilities related to the County’s provision, and the Town’s use, of County Animal Control Facilities.

**2.0 AUTHORITY**

- 2.1 Arizona Revised Statutes (“A.R.S.”) § 11-201(A)(3) authorizes the Board of Supervisors to contract on behalf of the County.
- 2.2 A.R.S. §§ 11-952 and 11-1013 authorize the County and Town, as public agencies, to enter into IGAs for joint cooperative action and agreement for the operation and use of Animal Control Facilities.
- 2.3 A.R.S. § 11-251(47) authorizes the County to make and enforce ordinances for the protection and disposition of Domestic Animals subject to inhumane, unhealthful, or dangerous conditions or circumstances.
- 2.4 A.R.S. § 11-1005(A)(3) and County Ordinance No. P-13, Rabies/Animal Control (“County Ordinance No. P-13”) authorize the Board of Supervisors to contract with the Town to enforce the provisions of any Town ordinance enacted for the control of dogs if the provisions are not specific to breed.

- 2.5 A.R.S. §11-1005(C), and County Ordinance No. P-13 authorize the County to establish fees for impounding and maintaining Domestic Animals at Animal Control Facilities.
- 3.0 TERM:** This Agreement is effective on July 1, 2022 (“Effective Date”) and terminates on June 30, 2027 (collectively, “Term”).
- 4.0 AMENDMENTS:** Any modification or amendment to the terms and conditions of this Agreement must be made by mutual written agreement signed by authorized signers for the Parties, including a new effective date.
- 5.0 RENEWAL:** The Parties may renew this Agreement as many times as is desirable, but each extension may not exceed the duration of the Term (“Renewal”).
- 6.0 DEFINITIONS**
- 6.1 The Definitions at A.R.S. § 11-1001 and Town Code, § Chapter 5 are hereby incorporated into this Agreement and shall be capitalized when used in this Agreement. In the event the County and Town definitions conflict, the County definitions shall control. Additionally, the following terms are used in this Agreement.
- 6.2 **Capacity:** Means the following:
- 6.2.1 West Valley:
    - 6.2.1.1 350 large kennels for adoptable and/or stray dogs
    - 6.2.1.2 24 kennels for small adoptable and/or stray dogs
    - 6.2.1.3 15 “Life Rooms” for adoptable dogs
    - 6.2.1.4 30 quarantine kennels for bite dogs
    - 6.2.1.5 10 clinic kennels for injured dogs
    - 6.2.1.6 10 kennels for stray cats
    - 6.2.1.7 10 kennels for underage kittens
    - 6.2.1.8 40 spaces for adoptable cats
  - 6.2.2 East Valley:
    - 6.2.2.1 354 medium/large kennels for adoptable and/or stray dogs
    - 6.2.2.2 48 kennels for puppies and/or cats
- 6.3 **County Observed Holidays:** Refers to the County holidays listed on the County Clerk of Court website.
- 6.4 **Eligible Animals:** The County will accept the following Animals from the Town’s Animal Enforcement Agent and its residents for Impound and/or quarantine in County Animal Control Facilities that have the Capacity to receive Eligible Animals (“Eligible Animals”):
- 6.4.1 Bite Cats: unvaccinated cats that have bitten a person;

- 6.4.2 Bite Dogs: unvaccinated dogs that have bitten a person;
  - 6.4.3 Stray Dogs;
  - 6.4.4 Exposure animals at the request of Maricopa County Department of Public Health or Arizona Department of Health Services (“DHS”) provided the Town supplies the necessary paperwork;
  - 6.4.5 Owner surrender bite dogs for euthanasia only at cost; and
  - 6.4.6 Any Animals not listed above, with prior written approval by the County.
- 6.5 **Ineligible Animals:** The County will not accept the following Animals from the Town for Impound and/or quarantine in County Animal Shelters (“Ineligible Animals”):
- 6.5.1 Any Animal required to be impounded pursuant to a police investigation, arrest, or warrant;
  - 6.5.2 Any Animal required to be impounded pursuant to any animal cruelty, neglect, abandonment, or welfare check case;
  - 6.5.3 Sick or injured Animals;
  - 6.5.4 Animals impounded after a traffic accident;
  - 6.5.5 Animals other than dogs or cats for bite quarantine;
  - 6.5.6 Any species other than a dog or cat except as noted in 6.4.6, above;
  - 6.5.7 Animals, alive or dead, that are to be submitted to DHS for rabies testing;
  - 6.5.8 Animals to be held pursuant to a vicious case OR relinquished to the Town due to a vicious case;
  - 6.5.9 Animals associated with police actions not in violation of this ordinance or that are seized from an owner;
  - 6.5.10 Dogs ordered into custody pursuant to a court order; and
  - 6.5.11 Owner surrenders except pursuant to 6.5.6.
- 6.6 **Intake Hours:** The County will accept Eligible Animals for Impound and/or quarantine Monday through Sunday during the hours of 11:00 a.m. to 1:00 p.m. at an Animal Control Facility with Capacity to receive Eligible Animals (“Intake Hours”).

## 7.0 COUNTY RESPONSIBILITIES

The County agrees to perform the following services (“County Services”):

- 7.1 Establish written intake/booking procedures (“Intake Procedure”) for the Town prescribing recordkeeping requirements and tracking of, at minimum, source or caller identification, breed, animal gender, approximate age, circumstances of impound, species, location of impound by street and zip code, Town tracking number.
- 7.2 Create an intake form to collect information necessary to track Animal intake (“Intake Form”) and provide Intake Procedure and Intake Form to Town.

- 7.3 Maintain facilities, equipment, and trained personnel for provision of County Pounds.
- 7.4 Accept Eligible Animals for Impound and/or quarantine from the Town during Intake Hours. If the Town's Animal Enforcement Agent delivers an Eligible Animal to a County Animal Control Facility outside of Intake Hours during After Hours, the County may refuse delivery or accept delivery and charge the Town an After Hours delivery fee.
- 7.5 Provide proper care and maintenance in accordance with A.R.S. §§ 11-1013(B) and 11-1021 to all Eligible Animals impounded and/or quarantined at Animal Control Facilities.
- 7.6 Impound Eligible Animals in accordance with the impound periods as outlined in A.R.S. §§ 11-1013 and 11-1014.
- 7.7 Invoice the Town on a quarterly basis for services rendered according to the fees and costs schedule in Appendix A. The County may review these fees and costs at the end of the Term to ensure they continue to reflect the services rendered.
- 7.8 The County reserves the right to deny intake of an Animal for any behavior issue deemed by the County to be a threat to public health or safety.
- 7.9 The County reserves the right to return Animals to the Town at the expiration of the legal holding period.
- 7.10 The County may temporarily suspend this Agreement without notice and in its sole discretion if the County determines:
  - 7.10.1 The Town is non-compliant with a provision of this Agreement; or,
  - 7.10.2 The health and safety of an Animal or person is in jeopardy.
  - 7.10.3 A temporary suspension imposed by the County shall remain in effect unless and until the Town comes into compliance or until the County enters a permanent order after notice and opportunity for hearing.
  - 7.10.4 The Town shall be notified in writing for the reason for the temporary suspension upon issuance of the suspension and the Town shall have five (5) business days to respond in writing from the date of the notice. The notice shall comply with the Notice provisions in Section 13, below.

## **8.0 TOWN RESPONSIBILITIES**

The Town agrees to perform the following services ("Town Services"):

- 8.1 Only deliver Eligible Animals to the County for impounding and/or quarantining.
- 8.2 In the case of a bite animal, provide a copy of the agency bite report which shall include owner name, address, and phone number (if known); victim name, address, phone number, and age; circumstances of bite, date, and time bite occurred, location where bite occurred, including zip code; victim relationship to animal owner, severity of bite, wound location on body, and what medical treatment, if any, was provided or sought.

- 8.3 Before attempting delivery of an Eligible Animal to a County Pound, conduct lost and found efforts to return the Animal to its Owner, including but not limited to, scanning Eligible Animal for microchips, and contacting potential Owner.
- 8.4 Deliver only Eligible Animals to a County Animal Control Facility for impound and/or quarantine during Intake Hours.
- 8.5 Deliver Animals that are or, are suspected to be, victims of abandonment, cruelty or neglect to the provider contracted by the Town for such services.
- 8.6 Deliver sick or injured Animals directly to a vet of the Town's choosing.
- 8.7 Comply with County Intake Procedure.
- 8.8 Upon delivery of the Eligible Animal by the Town to the County, provide the following information for all Eligible Animals delivered to the County by the Town:
  - 8.8.1 Documentation showing attempts to return Eligible Animal to its Owner;
  - 8.8.2 Prior complaints made to the Town about the animal;
  - 8.8.3 Bite history; and all information as outlined in 8.2;
  - 8.8.4 Information necessary to aide in the control of rabies, such as knowledge of bites, knowledge of rabies, etc.; and,
  - 8.8.5 Any additional information requested by the County that is necessary to properly impound, care for and pathway the Eligible Animal.
- 8.10 Daily boarding fee for the mandatory 3 day hold for all Animals of the same species as established in Appendix A to this Agreement.
- 8.11 Reserve sufficient funds in fiscal budget to pay for fees and costs charged pursuant to Appendix A to this Agreement.
- 8.12 Promote and enforce licensing as prescribed in A.R.S. §§ 11-1008, 11-1012, and Town Code § Chapter 5.

## **9.0 RECORDS**

- 9.1 At minimum, the Parties shall keep the following records under this Agreement ("Records"):
  - 9.1.1 Intake counts;
  - 9.1.2 Electronic impound records;
  - 9.1.3 Documentation of Town attempts to return animal to Owner;
  - 9.1.4 All documentation related to dog licenses;
  - 9.1.5 All documentation related to rabies; and
  - 9.1.6 Any other books, accounts, reports, files, or other documents related to this Agreement.
- 9.2 The Parties shall retain records in accordance with their applicable retention rules and policies. The County shall retain records in accordance with the County Records Management policy, A2101. The Town shall retain records in accordance

with the Town of Carefree and State Library and Archives record retention schedule.

- 9.3 The Parties waive their respective public records procedure for obtaining Records.
- 9.4 The Parties shall have full access to, and the right to examine, copy, and make use of all Records relevant to this Agreement no later than ten (10) business days from the date of request.
- 9.5 The Town will have access to County dog licensing data through a web portal, calls to the Animal Control Facility, and by email. The Town will pay an annual Data Access and Maintenance fee to maintain this access. Use of the web portal, phone calls, or emails for licensing data are not subject records requests.
- 9.6 The Parties acknowledge some Records may be protected from disclosure under Arizona law. The Parties shall consult with counsel prior to disclosing.

**10.0 FINANCING:** The Town will pay for the impounding and quarantining activities under this Agreement pursuant to the fees and costs schedules in Appendix A to this Agreement.

**11.0 NON-APPROPRIATION:** Notwithstanding any other provision in this Agreement, every payment obligation of the Town under this Agreement is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the appropriating body resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the County at the end of the period for which funds are available. No liability shall accrue to the Town or County in the event this provision is exercised, and neither Party shall be obligated or liable for any future payments or for any damages due to termination under this paragraph.

**12.0 AUDITS**

- 12.1 Each Party may audit and inspect the other Party's work to verify compliance with this Agreement.
- 12.2 All Records shall be subject at all reasonable times to inspection and audit by either Party for five years after completion of the Agreement.
- 12.3 The owner of the Records shall produce the requested Records as designated in this Agreement.
- 12.4 Each Party, prior to conducting an audit, must give sixty (60) calendar days' notice to the other Party. Notice shall be given as provided in section 13.0.

**13.0 NOTICE:** Whenever written notice is required or permitted under this Agreement, such notice shall be deemed to have been sufficiently given if personally delivered or deposited in the United States mail in a properly stamped envelope – certified or registered mail, return receipt requested – or electronically mailed, addressed to:



**MARICOPA COUNTY**

Maricopa County Animal Care & Control  
c/o Al Aguinaga, Field Enforcement  
Division Manager  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
Al.Aguinaga@maricopa.gov  
(602) 506-2737

**TOWN OF CAREFREE**

Town of Carefree  
Town Clerk Kandace French Contreras  
8 Sundial Circle  
P. O. Box 74p  
Carefree AZ 85377

cc:

Maricopa County Animal Care & Control  
c/o Kristi McMahan, Finance Manager  
2500 S. 27th Avenue  
Phoenix, AZ 85009  
Kristi.McMahan@maricopa.gov  
(602) 372-0602

cc: Gary Neiss, Town Administrator  
8 Sundial Circle  
Carefree, Arizona 85377

**14.0 TERMINATION**

- 14.1 Any Party may terminate this Agreement at any time without cause by giving ninety (90) days' written notice ("Termination").
- 14.2 Partial termination is prohibited.
- 14.3 Pursuant to the provisions of A.R.S. § 38-511, either Party may cancel this Agreement without penalty or obligation, if any person significantly involved in the initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the terminating Party is at any time while the Agreement or any extension thereof is in effect an employee of the other party to the Agreement in any capacity with respect to the subject matter of this Agreement.
- 14.4 In the event of non-payment by Town, this Agreement shall terminate as of the date of last payment received and County obligations hereunder shall immediately cease.
- 14.5 Upon termination of this Agreement, all property involved will revert to the owner. Termination will not relieve any Party from liabilities or costs already incurred under this Agreement, nor affect any ownership pursuant to this Agreement. Any Eligible Animals still in the custody of the County at the termination of this Agreement will become the property of the Town at the end of the hold period established by statute and will be governed by this Agreement.

**15.0 INDEPENDENT CONTRACTOR:** The Town is an independent contractor, including the Town's employees, agents, and subcontractors. Nothing in this Agreement will be

construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. Neither Party will be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other.

**16.0 SUBCONTRACTING:** The Town shall not subcontract any portion of this Agreement to a subcontractor without the prior express, written consent of the County. The County reserves the right to reject a subcontractor if the County determines the subcontractor fails to comply with any term of this Agreement or if the County determines the subcontractor does not pass a background check or fails any other criteria related to the health or safety of Animals and employees.

**17.0 ASSIGNMENT:** This Agreement shall not be assigned, in whole or in part, without the prior written consent of the Parties, and any purported assignment in contravention of this provision shall be null and void.

**18.0 NONDISCRIMINATION:** The Parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act, and affirmative action.

**19.0 IMMIGRATION; E-VERIFY:** To the extent applicable under A.R.S. § 41-4401, the Parties warrant compliance, on behalf of themselves and all subcontractors, with all federal immigration laws and regulations relating to their employees, and, compliance with the E-Verify requirements under A.R.S. § 23-214(A). Any Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Parties may terminate this Agreement. The Parties retain the legal right to inspect the papers of any other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

**20.0 INDEMNIFICATION:** To the fullest extent permitted under Arizona law, each Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitor") agrees to indemnify, defend and hold harmless the other Party and its departments, agencies, boards, commissions, officers, officials, agents, employees, and volunteers (as "Indemnitee"), from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including court costs, attorneys' fees, claim processing) (collectively, "Claims") arising out of bodily or personal injury of any person (including death) or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law. It is the specific

intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. It is agreed that the Town will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the County or the Town in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

**21.0 PARTIAL PERFORMANCE:** The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

**22.0 INSURANCE:** The Parties agree to secure and maintain sufficient insurance coverage for all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

**23.0 HEADINGS:** Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

**24.0 ENTIRE AGREEMENT:** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement.

**25.0 APPLICABLE LAW:** Each Party shall comply with all applicable federal, state, and local laws, ordinances, Executive Orders, rules, regulations, standards, and codes whether or not specifically referenced herein.

**26.0 VENUE; CHOICE OF LAW**

26.1 The proper venue for any proceeding arising from this Agreement shall be Maricopa County, Arizona. This Agreement shall be construed in accordance with and be governed by the laws of the State of Arizona.

26.2 This Agreement and all obligations imposed on the Parties arising under this Agreement shall be subject to any limitations of budget law or other applicable local law or regulations. No term in this Agreement shall be construed to relieve the Parties of any obligations or responsibilities imposed on Parties by law.

**IN WITNESS WHEREOF**, the undersigned executing this Agreement on behalf of each Party represent and warrant that he/she is duly authorized to execute and deliver this Agreement on behalf of each Party and that this Agreement is binding on said Party in accordance with its terms. The Parties enter into this Agreement as of the date last set forth below (“Effective Date”).

**MARICOPA COUNTY**

**TOWN OF CAREFREE**

By:

By:

\_\_\_\_\_  
Jack Sellers, Chairman  
Maricopa County Board of Supervisors

\_\_\_\_\_  
Les Peterson, Mayor  
Town of Carefree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Attest:*

*Attest:*

\_\_\_\_\_  
Juanita Garza, Clerk of the Board

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Approved as to Form:*

Undersigned counsel has reviewed the foregoing Agreement pursuant to A.R.S. § 11-952 (D) and Article 5-1 of the Carefree Town Code and has determined it is in proper form and within the powers and authority granted under the laws of this state to the County and Town.

\_\_\_\_\_  
Karen Hartman-Tellez,  
Maricopa County Deputy Attorney

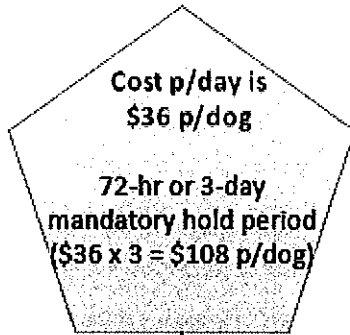
\_\_\_\_\_  
Michael Wright, Town Attorney  
Attorney for Town of Carefree

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX A IMPOUND FEE SCHEDULE

Pursuant to A.R.S. § 11-1005(C), the Board of Supervisors has authority to establish the following fees for impounding and maintenance of animals at County Animal Control Facilities. The Town shall pay these fees on a quarterly basis to Animal Control Fund 572.



Each jurisdiction's licensing revenue / compliance is used to offset the sheltering cost.

Since the average length of stay is 9 days, 33% of the total licensing revenue from that jurisdiction is applied to the 3-day holding cost; thus, reducing the amount charged. The higher the licensing compliance in the city/town, the lower the sheltering fee.

↓

**Note:** Does not include 5-day hold requirement for those animals that have a microchip or the 10-day hold for quarantined bite animals.

**AVG FY20/FY21 Calculations for Initial Year (FY2023 or 7/1/22 - 6/30/23):**

Yearly # of Impounds	At \$108 each	Town's Licensing Revenue	33% Licensing Offset	Adjusted Sheltering Cost (cost-offset)
0	\$0	\$5,613	\$1,852	\$0



## Agenda Item #9

### Letters of Interest for the SkyRanch Community Relations Committee

Steven S. Mehta, MD, MBA, FACC

Tom Sanders

Dusan Vukotic

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**From:** ssmehta <ssmehta@protonmail.com>  
**Sent:** Monday, February 7, 2022 12:24 AM  
**To:** John Crane  
**Cc:** Erica Shumaker  
**Subject:** Re: Sky Ranch Community Relations Committee

Mr. Crane,

Thank you for the further clarification of the duties of the Town appointed member of the Committee. I remain interested in the position and provide further background that I hope will make me a good candidate.

I am a general aviation pilot for nearly 40 years, with instrument, multi-engine instrument and turbine qualification. I have logged nearly 4000 hours in multiple general aviation aircraft; my most recent personal aircraft was a TBM 700. As a cardiologist, I had offices throughout the state and used my aircraft for many years to provide medical services to the communities of northeastern Arizona.

I am very familiar with the Carefree area and had a townhome in SkyRanch for several years during late 1990s - early 2000s, during which time I flew out of SkyRanch Airport on a regular basis, providing medical services to the communities referenced earlier. Although I have not recently flown out of 18AZ, I am familiar with its unique location and operational needs.

As the needs of the medical communities in NE Arizona grew, I ended up spending more time in the Show Low area, eventually opening a Heart Center and co-owning an air ambulance company there. At my first opportunity however, I moved back to my preferred location of Carefree. My family and I returned to Carefree in 2018 and feel so blessed to be back. We now live on the east slope of Black Mountain, on the base to final turn to runway 6! If I'm outside, still can't help but look up with interest at every Rwy 6 arrival or 24 departure.

I believe that the combination of my aviation background, my passion for the community as well as my previous familiarity with 18AZ would allow me to represent the interests of the Town of Carefree well on the SkyRanch Community Relations Committee. Please let me know if I may provide any additional information.

Regards,

Steven S. Mehta, MD, MBA, FACC  
602-432-6876 (mbl)

Sent with [ProtonMail](#) Secure Email.

February 7, 2022

TO: Mr. John Crane, Vice-Mayor  
Town of Carefree

FROM: Tom Sanders  
36601 N. Mule Train Rd #21-C  
Carefree AZ 85377

(Mailing: P.O. Box 1431, Carefree, AZ 85377)

Mr. John Crane,

I am writing this letter to you to show my interest in applying for the vacancy on the Sky Ranch Community Relations committee. I am excited for the opportunity to be a part of the Sky Ranch Airport Community Relations Committee.

I am a current resident of the Village of Carefree, located on the north side of the runway at Sky Ranch airport. At the Village of Carefree, I currently volunteer on our HOA board.

I am a retired Chief Pilot/Director of Aviation for a large corporate flight department in Michigan. My responsibilities included managing a multi-jet flight department, and overseeing all aspects of the operation, including aircraft maintenance, pilots, scheduling, and hangar operations. I also personally flew 500+ hours per year, both domestic and international.

Prior to becoming the Chief Pilot for a corporate flight department, I was a pilot for a major airline for 8 years.

My love for aviation, work experience, and volunteer experience will make me an ideal candidate for the Airport Community Relations Committee.

Sincerely,

Tom Sanders  
616-560-6392



# DUSAN VUKOTIC

36802 N. Long Rifle Rd, Carefree AZ 85377

480.619.9899

Email:

[jet.captain@hotmail.com](mailto:jet.captain@hotmail.com)

**OBJECTIVE:** Carefree SkyRanch Community Relations Committee

**CERIFICATES:** Airline Pilot Transport – Airplane Multi Engine Land  
Type Ratings - B-737, DC-9, CL-65, CL-604, DA-50, CE-500, G-IV, G-VII  
Flight Instructor  
Advanced Ground Instructor  
Unmanned Aircraft Systems Pilot  
FAA Inspector  
First Class Medical  
Radiotelephone Operator Permit

**FLIGHT TIME:**

Total Time	8,244
Pilot in Command	5,127

**TOWN OF CAREFREE  
INFORMATION SUMMARY**



**MEETING DATE:**

March 1, 2022

**SUBJECT:**

EAST VALLEY REGIONAL VETERAN'S COURT INTER-GOVERNMENTAL AGREEMENT

**ATTACHMENTS:**

Exhibit A: Superior Court of Arizona, Maricopa County Administrative Order 2016-035, Administrative Order 2016-071, and Administrative Order 2016-076

**SUMMARY:**

The Carefree-Cave Creek Consolidated Court has participated in the East Valley Regional Veteran's Court (EVRVC), which is coordinated by the Tempe City Court, since August 2016. Our participation was originally authorized by the Presiding Judge of Maricopa County, Judge Barton. Authorization of our participation was then granted by the IGA that was entered into in June 2018. The June 2018 IGA established the terms and conditions by which the parties would work together on the EVRVC, including how the parties would proportionally share costs for the wages of designated court staff and operating costs based on the volume of cases referred. For the past three (3) years, pursuant to the June 2018 IGA, the contract has been renewed by mutual agreement of the presiding judges. A new IGA has been proposed to continue this cooperative effort and allow the Carefree-Cave Creek Consolidated Court's participation for a period of five (5) years beginning July 1, 2022, which may be renewed for an additional five (5) years by mutual agreement of the presiding judges.

**FUNDING SOURCE:**

Original funding for the program was provided by way of grants that were awarded to the EVRVC. Grant funding decreased annually and FY 2019-2020 was the first year of 100% cost sharing. Any future grant funding that is procured by the EVRVC will be applied to reduce total costs before the average cost per case is calculated. Our participation is contingent upon sharing the costs based on the number of cases we actually refer to the EVRVC. Since we began our involvement in the EVRVC in 2016, less than ten (10) defendants have been referred for participation. In the event the Court does not refer any cases to the EVRVC, the Town will not be responsible for any costs.

The Court has requested that the 2022-2023 Fiscal Year Budget be developed with the anticipated need for funding for continued participation in the EVRVC.

**TOWN COUNCIL ACTION:**

Approval of Intergovernmental Agreement 2022-\_\_\_ COS

**REPORT PREPARED BY:**

*Tara Parascandola*

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Tara Parascandola, Presiding Judge

# Exhibit A

**SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY**

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

ADMINISTRATIVE ORDER  
No. 2016 – 035

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

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

**IT IS FURTHER ORDERED** as follows:

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

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

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

DATED this 15<sup>th</sup> day of April, 2016

/s/ Janet E. Barton

---

Janet E. Barton  
Presiding Judge

Original: Clerk of the Superior Court

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

**SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY**

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

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ADMINISTRATIVE ORDER  
No. 2016-071

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

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

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

DATED this 12<sup>th</sup> day of August, 2016

/s/ Janet E. Barton

---

Janet E. Barton  
Presiding Judge

Original: Clerk of the Superior Court

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

**SUPERIOR COURT OF ARIZONA  
MARICOPA COUNTY**

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

---

ADMINISTRATIVE ORDER  
No. 2016-076

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

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

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

DATED this 26<sup>th</sup> day of August, 2016

/s/ Janet E. Barton

---

Janet E. Barton  
Presiding Judge

Original: Clerk of the Superior Court

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



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

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

**RECITALS**

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

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

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

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

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



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

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

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

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

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

## TERMS

- 1.0 Recitals. The foregoing introduction and recitals are incorporated into this Agreement.
- 2.0 Purpose. The Parties desire to work cooperatively and share the cost of the EVRVC, using Tempe's Municipal Court location, the EVRVC Coordinator, and Court Services Specialist to support the EVRVC.
- 3.0 Additional Agencies.
  - 3.1 The Presiding Judge of the Maricopa County Superior Court may issue future Administrative Orders authorizing additional municipal courts to participate in the EVRVC. Upon issuance of such Administrative Order, a newly authorized municipality may be invited to and become a Party to this Agreement after approval by the majority of the Parties, represented by their presiding judges (or their designees). Such approval shall be documented by a letter of invitation to the presiding judge of the municipality wishing to join along with a copy to all existing members. The addition of a new municipality shall be subject to the provisions of A.R.S. §§11-951 *et seq.*
  - 3.2 A public agency approved by the presiding judges (or designees) in accordance with Subsection 3.1, shall become a Party to this Agreement as of the date that the Agreement is adopted by its governing body and properly executed by it.
  - 3.3 Each Party shall provide a copy of its fully executed Agreement to every other Party.
- 4.0 Term. The initial term of this Agreement shall be for a period of five (5) years, commencing on July 1, 2022, and ending on June 30, 2027 (the "Initial Term"), unless terminated as otherwise provided in this Agreement. After the expiration of the Initial Term, this Agreement may be renewed once for a five (5) year renewal term ("Renewal Term") upon mutual written agreement by the presiding judge of each Party, and filed with the Parties' City Clerks. The Initial Term and

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any Renewal Term are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

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

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

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

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

- 7.1 Duties. The Coordinator shall establish the priority of cases to be heard in the EVRVC, handle the scheduling of cases, coordinate with the clerks of each participating court, and coordinate with the U.S. Department of Veterans Affairs for the provision of treatment services to eligible veterans in the EVRVC. The Court Services Specialist shall perform administrative duties as assigned and necessary for the operation of the EVRVC.

7.2 Change in Employment. If the Coordinator will no longer be employed by Tempe and Tempe determines not to reassign the Coordinator's duties to another Tempe employee or contractor, Tempe shall provide Parties with as much notice as possible so the Parties can determine how such duties will be handled.

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

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

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

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

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

may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

11.0 Termination; Cancellation.

11.1 Termination. Any Party shall have the right to terminate its participation in this Agreement, with or without cause, upon giving the other Parties not less than 30 days' notice, in writing, of intent to terminate. Any such termination shall be signed by the Party's Contract Administrator. Notice of intent to terminate shall be given as provided in Section 12.0 below. Following termination of participation by one or more Parties, this Agreement shall remain in full effect with respect to the remaining Parties; provided, however, that if Tempe terminates its participation in this Agreement, the Agreement terminates as to all Parties.

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

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

12.0 Notices. Any notice required or permitted to be given pursuant to this Agreement, unless otherwise expressly provided herein, shall be given in writing, either personally to the authorized representatives of the other Parties, or by United States Postal Service certified mail, return receipt requested, as shown below or to such other street address(es) as may be designated by the respective Parties in writing from time to time. The notice shall be deemed complete when received by the person receiving it or, when certified mail is used, five days from the date of mailing, whichever occurs first. If a copy of the notice is also given to a Party's counsel or other recipient, the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

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

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

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

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

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

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

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

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

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

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

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

Tempe AZ 85281

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

13.0 Miscellaneous.

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

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

[Signatures on following pages.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing their signatures, as of the date first written above.

CITY OF TEMPE, an Arizona  
municipal corporation

\_\_\_\_\_  
Corey D. Woods, Mayor

ATTEST:

\_\_\_\_\_  
Carla R. Reece, City Clerk

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

\_\_\_\_\_  
Judith R. Baumann, City Attorney



TOWN OF CAREFREE, an  
Arizona municipal corporation

ATTEST:

\_\_\_\_\_  
Les Peterson  
Mayor

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

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

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



***DRAFT***

**CAPITAL IMPROVEMENTS PROGRAM**

**5 YEAR PROGRAM**

**MARCH 2022**

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January 30, 2022


To: Mayor and Town Council, Residents of Carefree  
 From: Mark Milstone, Town Engineer

Re: Capital Improvement Program – 5 Year Plan

In the Fall of 2020, the Council began a strategic planning process to develop a work plan for the next next two-year Town Council term. As illustrated below, this work plan included 4 pillars, one of which included infrastructure management. As part of this infrastructure management the Council identified the need for an expanded 5-year capital improvement project plan.







**GUIDING PRINCIPLES:**  
 Carefree is a distinctive, premier upper Sonoran Desert community that seeks to deliver high quality lifestyle, experienced based retail destinations and access to nearby expansive desert preserves and lakes.

**VALUE STATEMENT:**  
 Carefree's leadership is committed to providing a safe community with quality infrastructure and services within its limited financial capacity and minimizing tax liability on its residents.

**CORE TASKS:**

Quality Community Development:	Infrastructure Management:	Economic Development & Financial Stability:	Communications, Marketing and Community Engagement:
<ul style="list-style-type: none"> <li>a. Statutory updates to General Plan</li> <li>b. Update any zoning standards to align with General Plan and or new state laws, community design guidelines &amp; building codes</li> <li>c. Update fee structures, entitlement and permit documents</li> </ul>	<ul style="list-style-type: none"> <li>a. Prepare a work plan including but not limited to:               <ul style="list-style-type: none"> <li>i. Update of 10-year street preventative maintenance plan and culvert maintenance plan</li> <li>ii. Identify 5-year capital project improvement plan</li> </ul> </li> <li>b. Coordinate, update and/or implement:               <ul style="list-style-type: none"> <li>i. MS4 permitting and reports</li> <li>ii. Flood control permitting and reports</li> <li>iii. Hazardous mitigation plan</li> <li>iv. Emergency Operations plan</li> </ul> </li> <li>c. Manage Public Works Department:               <ul style="list-style-type: none"> <li>i. Coordinate Department's activities</li> <li>ii. Address design/engineering related improvements</li> <li>iii. Coordinate/conduct MS4 &amp; OSHA training</li> <li>iv. Coordinate governmental compliance requirements</li> <li>v. Seek grants and funding for capital projects</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a. Create an Economic Development Strategic Work Plan               <ul style="list-style-type: none"> <li>i. Identify revenue targets</li> <li>ii. Outline strategic initiatives to reach revenue targets, business retention and attraction plans, primary trade area analysis and outreach programs</li> <li>iii. Cultivate relationships with trade organizations, real estate associations, and local business associations</li> </ul> </li> <li>b. Create a program based budget:               <ul style="list-style-type: none"> <li>i. Convert line item budget to a policy and program based budget</li> <li>ii. Incorporate discussions on goals, achievements, metrics and deliverables</li> <li>iii. Incorporate financial policies and short and long term financial goals to ensure continual future Town solvency</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>a. Engage residents, visitors and businesses through visitor center</li> <li>b. Direct the Ambassador program</li> <li>c. Identify all of the amenities the area has to offer and get the word out</li> <li>d. Support business programs like: first Thursday art walks, restaurant week, etc.</li> <li>e. Build and run the Town social media program</li> <li>f. Provide a series of regular communications with residents, visitors and businesses</li> <li>g. Provide a steady stream of articles to local area newspapers to keep Carefree top of mind among residents and those within the primary trade area</li> <li>h. Coordinate the use/activities held within the Town amphitheater</li> </ul>

In the past, the Town's Capital Improvement Plan mainly focused upon the town's largest assets and liability, its public streets. A ten-year street maintenance program has historically been updated and street maintenance projects programmed to address pavement distress and extend the life of the asphalt. The Town is currently updating the existing ten-year plan using industry leading technology of ROADBOTICS to evaluate/rate the streets and establish the next cycle of projects. It is critical to continue to timely and appropriately address the pavement distress as any delays only result in more costly repairs due to compromised substrates and resulting structural failures.

As the Town's infrastructure ages, additional repairs to infrastructure and assets typically over \$50,000 are incrementally added to the Capital Improvement Program. These items, in no particular order of preference will include but are not limited to pavement preservation maintenance projects, drainage improvements, public works equipment, roadway capacity improvements such as pedestrian crosswalks and intersection improvements, signage replacement

and improvements, Town Center parking improvements, landscape improvements, Town Gardens Improvements, and Fire Protection Improvements.

Within the Town of Carefree, the Capital Improvement Plan has been funded by one-time revenues and annual savings from the General Fund (operation budget). This one-time revenue has been saved over time and earmarked to fund the Town's Capital Improvements Projects. However, as the community reaches build out, the one-time revenue from the construction sales tax will diminish. Therefore, it is critical that the Capital Reserves Funds that have been saved and earmarked to fund the growing needs of the Town's aging infrastructure be maintained. The Town has also been successful in obtaining grants to offset some of these expenses. The Town will continue to seek grants; however, these grants are a minor offset to the Town's growing needs to maintain its aging infrastructure.

### CIP Basics

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A Capital Improvement Program (CIP) is a multi-year planning instrument that identifies capital projects, and coordinates funding and timing of the improvements. The Town's CIP addresses repair and replacement of existing infrastructure and the addition of any new infrastructure.

In order to obtain optimal results in completion of projects, a comprehensive process is necessary. The CIP allows all projects over a specific period of time to be considered at a single time to adequately plan the use of available funding sources. Because finite resources the town must spread these projects out over time.

Long term planning of projects can also serve as a planning tool that creates benefits reaching beyond our own community. By establishing timelines and prioritization of projects, the Town is better able to consult with adjacent communities for integration and/or coordination of capital projects.

The adoption of a five-year plan establishes a working document that consistently addresses the long term needs of the Town.

### CIP Relationship to the Annual Budget

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The first year of the CIP is called the *major capital budget* and is typically incorporated into the annual budget. Subsequent years of the CIP are approved on a planning basis only and require appropriation authority in each of the future fiscal years.

The *capital* and *operating* budgets for the Town have a direct relationship. The major capital programs for the current fiscal year are represented in the capital portion of the annual budget. The capital budget appropriations lapse in the end of the fiscal year, but the CIP project is re-budgeted until the project is complete and capitalized. As CIP projects are completed, costs for the operations and maintenance (O&M) of a new capital project need to be included in the operating budget. Costs include such expenditures as additional personnel, building maintenance (utilities, custodial), supplies, equipment, etc. It is important to look at the additional ongoing operating costs (personnel/non-personnel) if any new facilities are built.

### Department Ranking of Projects

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All projects submitted for a five-year period will be prepared and ranked by priority by the appropriate department personnel and presented to Council.

The Public Works Streets Department and the Engineering Department ranked each of their projects by fiscal year for all five years. On the development side, staff was used to evaluate each project and determine a priority value for an update to the existing infrastructure.

**CAPITAL IMPROVEMENT PROGRAM FY 22-23 thru FY 26-27**

Priority		FY 22-23	FY 23-24	FY 25-26	FY 26-27	Project Description	Page	FY 22-23	FY 23-24	FY 24-25	FY 25-26	FY 26-27	TOTAL
						<b>PUBLIC WORKS</b>							
1						10 year Pavement Management Program-Highlands	6	\$4,000,320					\$4,000,320
	1					10 year Pavement Management Program-Far West Roads	7		\$3,500,000				\$3,500,000
	1					Kick Broom	8			\$120,000			\$120,000
	2					Sign Inventory	9		\$15,000				\$15,000
	1	1				10 year Pavement Management Program-Years 2-5	10				\$1,028,052	\$1,664,258	\$2,692,310
						<b>TOTAL PUBLIC WORKS</b>		<b>\$4,000,320</b>	<b>\$3,515,000</b>	<b>\$120,000</b>	<b>\$1,028,052</b>	<b>\$1,664,258</b>	<b>\$10,327,630</b>
						<b>ENGINEERING</b>							
1						Carefree Terrace Condominiums Drainage Improvement	12	\$650,000					\$650,000
	1					Carefree Arterial Crosswalks	13		\$162,000	\$162,000			\$324,000
	1	1				Pima Road Capacity Improvements	14				\$3,787,860	\$4,171,000	\$7,958,860
						<b>TOTAL ENGINEERING</b>		<b>\$650,000</b>	<b>\$162,000</b>	<b>\$162,000</b>	<b>\$3,787,860</b>	<b>\$4,171,000</b>	<b>\$8,932,860</b>
						<b>TOWN CENTER PROJECTS</b>							
	1					Tom Darlington Streetscape	16			\$152,000			\$152,000
	2					Cave Creek Road Streetscape	17				\$48,000		\$48,000
	5					Town Center Sidewalk/Crosswalk Infill	18			\$7,150	\$89,375		\$96,525
	6					Carefree Drive Streetscape	19					\$91,579	\$91,579
	4					Wampum Circle	20			\$68,000	\$1,062,500		\$1,130,500
	2					Intersection Improvements Tom Darlington and Cave Creek Road	21		\$1,200,000				\$1,200,000
	3	1	1	1		Wayfinding Signage	22		\$400,000	\$1,200,000	\$210,000		\$1,810,000
	6	4	2			Restucco and Painting Walls in the Carefree Desert Gardens	23		\$75,000	\$75,000	\$75,000		\$225,000
						<b>TOTAL TOWN CENTER PROJECTS</b>			<b>\$1,902,150</b>	<b>\$2,474,875</b>	<b>\$376,579</b>		<b>\$4,753,604</b>
						<b>FIRE PROTECTION SERVICES</b>							
1	1					Fire Protection Service	25	\$1,100,000	\$400,000				\$1,500,000
						<b>TOTAL FIRE PROTECTION SERVICES</b>		<b>\$1,100,000</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,000</b>
						<b>TOTAL ALL PROJECTS</b>		<b>\$5,750,320</b>	<b>\$4,077,000</b>	<b>\$2,184,150</b>	<b>\$7,290,787</b>	<b>\$6,211,837</b>	<b>\$25,514,094</b>





**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>10 year Pavement Management Program-Highlands</b>	<b>1</b>	<b>PW Department</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>
<b>MARK MILSTONE</b>		<b>\$4,000,320</b>
<b>Contact Person</b>		<b>Estimated Cost</b>
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>
<b>COSTS</b>	<b>FY 24-25</b>	<b>FY 25-26</b>
<b>FY 26-27</b>	<b>TOTAL</b>	
Land & ROW		\$0
Design Engineering		\$0
Construction	\$4,000,320	\$4,000,320
Equipment & Furnishings		\$0
Professional Services		\$0
Contingency		\$0
<b>TOTAL</b>	<b>\$4,000,320</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
<b>FUNDING</b>		
Cash	\$4,000,320	\$4,000,320
Bonds		\$0
Grants		\$0
Carry Forward Funds 2022		\$0
<b>TOTAL</b>	<b>\$4,000,320</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
<b>FISCAL IMPACT</b>		
<b>FUND:</b>		
# FTE's		\$0
Operating Costs		\$0
Operating Savings		\$0
Debt Service		\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
	<b>\$0</b>	<b>\$0</b>
<b>Project Description:</b>		
The new PM Report shows that the Highlands (Cow Track Estates, Rolling Hills, and Velvet Shadows) area is number 1 priority for PM activities. The majority of the area will receive a chip seal with a slurry overlay.		
<b>Justification:</b>		
This area has is awaiting post water improvements.		

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>10 year Pavement Management Program-Far West Roads</b>	<b>1</b>	<b>PW Department</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>

<b>MARK MILSTONE</b>	<b>\$3,500,000</b>
<b>Contact Person</b>	<b>Estimated Cost</b>

<u>PROJECT COMPONENTS</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction		\$3,500,000				\$3,500,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	\$0	\$3,500,000	\$0	\$0	\$0	\$3,500,000
<b><u>FUNDING</u></b>						
Cash		\$3,500,000				\$3,500,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$3,500,000	\$0	\$0	\$0	\$3,500,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**  
The new PM Report shows that the Far West Roadways (neighborhoods around Black Mountain) are a number 1 priority for PM activities. This area will receive a chip seal and slurry overlay.

**Justification:**  
This area is awaiting post water improvements.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Kick Broom</b>	<b>2</b>					<b>PW Department</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>MARK MILSTONE</b>						<b>\$120,000</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b><u>PROJECT COMPONENTS</u></b>	<b><u>FY 22-23</u></b>	<b><u>FY 23-24</u></b>	<b><u>FY 24-25</u></b>	<b><u>FY 25-26</u></b>	<b><u>FY 26-27</u></b>	<b><u>TOTAL</u></b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction						\$0
Equipment & Furnishings			\$120,000			\$120,000
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	\$0	\$0	\$120,000	\$0	\$0	\$120,000
<b><u>FUNDING</u></b>						
Cash			\$120,000			\$120,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$0	\$120,000	\$0	\$0	\$120,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**

The PW Department is requesting that we purchase a new kick broom to replace the existing kick broom which is 20 years old and has been problematic concerning breaking down and needing replacement parts.

**Justification:**

This new equipment will replace existing equipment that costs a lot of funding to consistently repair.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Sign Inventory</b>	<b>4</b>					<b>PW Department</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>MARK MILSTONE</b>						<b>\$15,000</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b><u>PROJECT COMPONENTS</u></b>	<b><u>FY 22-23</u></b>	<b><u>FY 23-24</u></b>	<b><u>FY 24-25</u></b>	<b><u>FY 25-26</u></b>	<b><u>FY 26-27</u></b>	<b><u>TOTAL</u></b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering		\$15,000				\$15,000
Construction						\$0
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	\$0	\$15,000	\$0	\$0	\$0	\$15,000
<b><u>FUNDING</u></b>						
Cash		\$15,000				\$15,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$15,000	\$0	\$0	\$0	\$15,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**

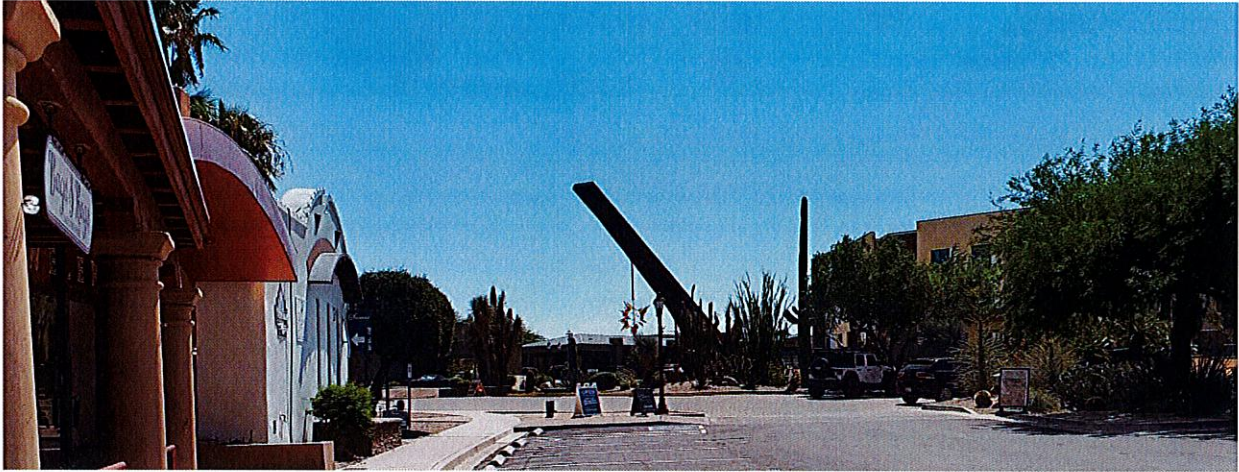
The TOC is in need of a sign inventory to assist in keeping track of existing signs, add new signs and respond to sign replacements as needed. The sign inventory will be a valuable tool for PW staff to monitor and react to signs throughout the Town.

**Justification:**

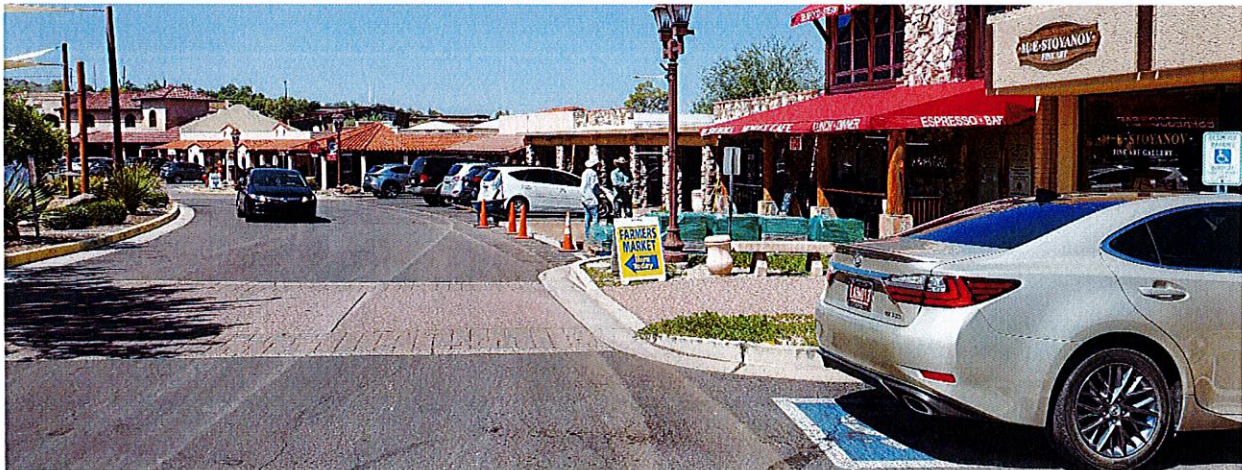
This sign inventory will enable staff to respond to any replacement sign throughout the Town as they fade or are damaged.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>10 year Pavement Management Program- Years 2-5</b>	<b>1</b>					<b>PW Department</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>MARK MILSTONE</b>						<b>\$2,692,310</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction				\$1,028,052	\$1,664,258	\$2,692,310
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,028,052</b>	<b>\$1,664,258</b>	<b>\$2,692,310</b>
<b><u>FUNDING</u></b>						
Cash				\$1,028,052	\$1,664,258	\$2,692,310
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,028,052</b>	<b>\$1,664,258</b>	<b>\$2,692,310</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Project Description:</b>						
This is the continuation of the PM Plan for the years 2 thru 5. The FY improvements include the following Subdivisions or Standalone Streets: FY 25-26:Ranchitos Del Ray, FY 26-27:E Scopa Trail, Tom Darlington Drive, Leigh Estates. The type of improvement will be a chip seal and slurry overlay.						
<b>Justification:</b>						
Most of the streets have been waiting on maintenance until the water improvements have been completed.						



## ENGINEERING



**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Carefree Terrace Condominiums Drainage Improvement</b>	<b>1</b>	<b>Engineering</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>
<b>MARK MILSTONE</b>		<b>\$650,000</b>
<b>Contact Person</b>		<b>Estimated Cost</b>

<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering	\$44,000					\$44,000
Construction	\$550,000					\$550,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency	\$56,000					\$56,000
<b>TOTAL</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$650,000</b>
<b><u>FUNDING</u></b>						
Cash	\$162,500					\$162,500
Bonds						\$0
Grants	\$487,500					\$487,500
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	<b>\$650,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$650,000</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Project Description:**

The TOC has gained funding from the Flood Control District (Small Projects Assistance Program (SPAP)) to construct a drainage improvement project on Carefree Drive just west of the Carefree Terrace Condominiums. This SPAP project is funded at 75% by an FCDMC Grant. Design is planned for 2023 with construction beginning that same year.

**Justification:**

Large scale storms overtop the existing structure and flow over Carefree Drive. Cataclysmic storms could flood the condominiums.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Carefree Arterial Crosswalks</b>	<b>3</b>	<b>Engineering</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>
<b>MARK MILSTONE</b>		<b>\$324,000</b>
<b>Contact Person</b>		<b>Estimated Cost</b>

<u>PROJECT COMPONENTS</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering		\$10,560	\$10,560			\$21,120
Construction		\$132,000	\$132,000			\$264,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency		\$19,440	\$19,440			\$38,880
<b>TOTAL</b>	<b>\$0</b>	<b>\$162,000</b>	<b>\$162,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$324,000</b>
<b><u>FUNDING</u></b>						
Cash		\$162,000	\$162,000			\$324,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$162,000</b>	<b>\$162,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$324,000</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Project Description:**

Arterial crosswalks are in need of upgrades to protect the safety of the traveling public. These include updates for Tranquil Trail and Wampum Way. The crosswalk at Tom Darlington and Cave Creek Road are advanced in an later years.

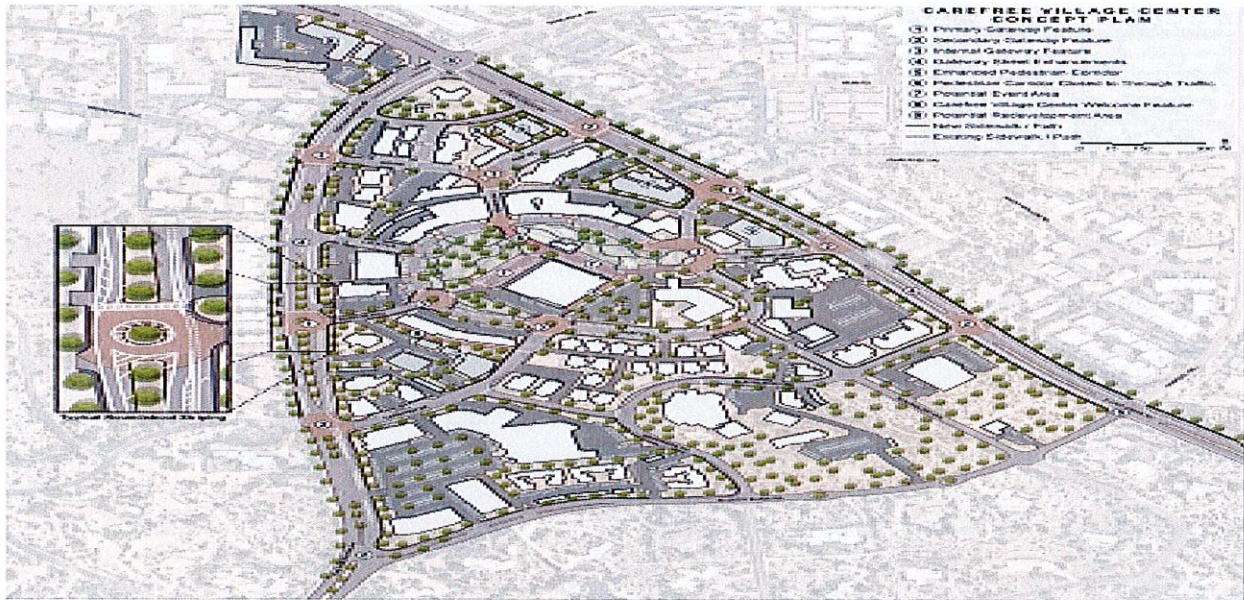
**Justification:**

Safety issues are requiring the TOC to design and update these existing and new crosswalks.

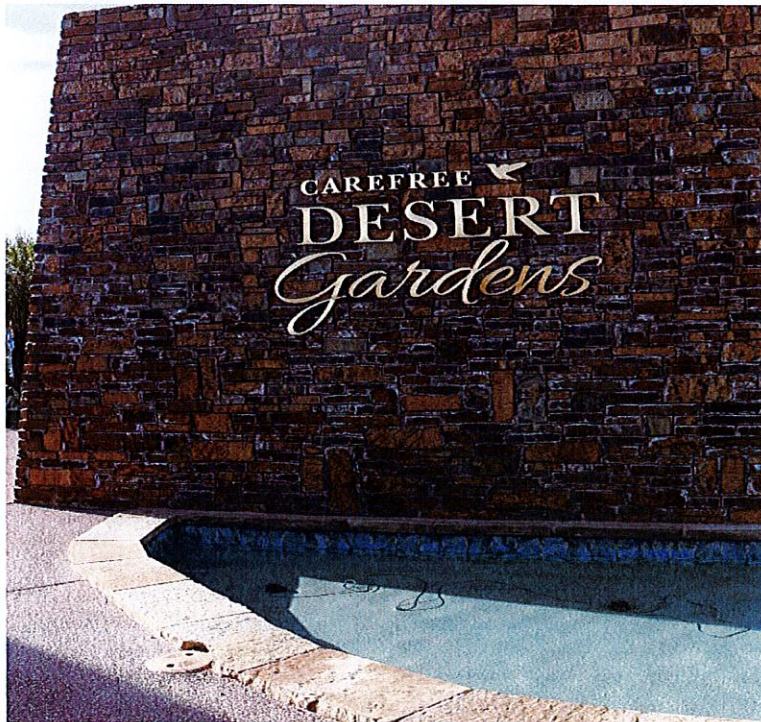


**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Pima Road Capacity Improvements</b>	<b>2</b>					<b>Engineering</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>MARK MILSTONE</b>						<b>\$7,958,860</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW			\$2,380,000			\$2,380,000
Design Engineering			\$104,300			\$104,300
Construction			\$1,043,000	\$3,335,600		\$4,378,600
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency			\$260,560	\$835,400		\$1,095,960
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,787,860</b>	<b>\$4,171,000</b>	<b>\$0</b>	<b>\$7,958,860</b>
<b><u>FUNDING</u></b>						
Cash			\$2,380,000			\$2,380,000
Bonds						\$0
Grants or MAG funding			\$1,387,000	\$4,171,000		\$5,558,000
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	<b>\$0</b>	<b>\$0</b>	<b>\$3,767,000</b>	<b>\$4,171,000</b>	<b>\$0</b>	<b>\$7,938,000</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Project Description:</b>						
MAG has earmarked funding for design improvements on Pima Road from Stagecoach Pass Road to Cave Creek Road. MAG will fund 90% of the construction cost with the TOC funding the 10% match.						
<b>Justification:</b>						
Increased capacity on Pima Road has required this roadway improvement be constructed to improve the flow of traffic on this section of the roadway. A roundabout may be added as part of this project.						



## TOWN CENTER PROJECTS



**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Tom Darlington Streetscape</b>	<b>1</b>	<b>Economic Development</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>
<b>Steve Prokopek</b>		<b>\$152,000</b>
<b>Contact Person</b>		<b>Estimated Cost</b>

<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering			\$152,000			\$152,000
Construction						\$0
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$152,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$152,000</b>
<b><u>FUNDING</u></b>						
Cash		\$0	\$152,000	\$0	\$0	\$152,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>		<b>\$0</b>	<b>\$152,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$152,000</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>		<b>\$0</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>

**Project Description:**  
Streetscape for Tom Darlington Dr. from Bloody Basin to Cave Creek Rd. Excludes the intersection at Cave Creek Road. Included improvements are pavement and median modifications, sidewalk, multiuse path/bike lanes, landscape, power line undergrounding, drainage and permanent crosswalks.

**Justification:**  
Reduce traffic speeds, safer pedestrian and bike access from adjacent neighborhoods, better arrival awareness and provision of on-street parking to better distribute parking and meet parking capacity for growth.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Cave Creek Road Streetscape</b>	<b>2</b>	<b>Economic Development</b>
Title	Department Priority Ranking	Department
<b>Steve Prokopak</b>		<b>\$48,000</b>
Contact Person		Estimated Cost

<u>PROJECT COMPONENTS</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering				\$48,000		\$48,000
Construction						\$0
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>		\$0	\$0	\$48,000	\$0	\$48,000
<b><u>FUNDING</u></b>						
Cash		\$0	\$0	\$48,000	\$0	\$48,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>		\$0	\$0	\$48,000	\$0	\$48,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>		\$0	\$0	\$0	\$0	\$0

**Project Description:**

Streetscape for Cave Creek Road from Bloody Basin to Tom Darlington Drive. Excludes the intersection at Tom Darlington Drive. Included improvements are pavement and median modifications, sidewalk, multiuse path/bike lanes, landscape, power line undergrounding, drainage and permanent crosswalks.

**Justification:**

Reduce traffic speeds, safer pedestrian and bike access from adjacent neighborhoods, better arrival awareness and provision of on-street parking to better distribute parking and meet parking capacity for growth.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Town Center Sidewalk/Crosswalk Infill</b>	<b>5-5</b>					<b>Economic Development</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>Steve Prokopak</b>						<b>\$96,525</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering			\$7,150			\$7,150
Construction				\$89,375		\$89,375
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	\$0	\$0	\$7,150	\$89,375	\$0	\$96,525
<b><u>FUNDING</u></b>						
Cash			\$7,150	\$89,375		\$96,525
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$0	\$7,150	\$89,375	\$0	\$96,525
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Description:</b>						
Complete missing sidewalk components outlined in the Signage, Circulation and Parking Plan.						
<b>Justification:</b>						
Improve pedestrian accessibility and safety						

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Carefree Drive Streetscape</b>	<b>6</b>					<b>Economic Development</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>Steve Prokopek</b>						<b>\$91,579</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b><u>PROJECT COMPONENTS</u></b>	<b><u>FY 22-23</u></b>	<b><u>FY 23-24</u></b>	<b><u>FY 24-25</u></b>	<b><u>FY 25-26</u></b>	<b><u>FY 26-27</u></b>	<b><u>TOTAL</u></b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering					\$91,579	\$91,579
Construction						\$0
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$91,579	\$91,579
<b><u>FUNDING</u></b>						
Cash					\$91,579	\$91,579
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$0	\$0	\$0	\$91,579	\$91,579
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**

Streetscape for Carefree Drive from Tom Darlington Drive to 100 Easy Street. Included improvements are pavement and median modifications, sidewalk, Traffic Circle, landscape, drainage and crosswalks.

**Justification:**

Improve access and appearance into front door of Town Center, create safer pedestrian and vehicle access.

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Wampum Circle</b>	<b>4-3</b>					<b>Economic Development</b>
Title	Department Priority Ranking					Department
<b>Steve Prokopek</b>						<b>\$1,130,500</b>
Contact Person						Estimated Cost
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering			\$68,000			\$68,000
Construction				\$850,000		\$850,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency				\$212,500		\$212,500
TOTAL	\$0	\$0	\$68,000	\$1,062,500	\$0	\$1,130,500
<b><u>FUNDING</u></b>						
Cash			\$68,000	\$1,062,500		\$1,130,500
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
TOTAL	\$0	\$0	\$68,000	\$1,062,500	\$0	\$1,130,500
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Project Description:</b>						
Widen Wampum Circle						
<b>Justification:</b>						
Improve access and appearance into front door of Town Center, create safer pedestrian and vehicle access.						

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Intersection Improvements Tom Darlington and Cave Creek Road</b>	<div style="border: 1px solid black; width: 40px; height: 40px; margin: 0 auto; display: flex; align-items: center; justify-content: center;">2</div>	<b>Economic Development</b>
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Title	Department Priority Ranking	Department
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<b>Steve Prokopek</b>		<b>\$1,200,000</b>
Contact Person		Estimated Cost

<u>PROJECT COMPONENTS</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering			\$87,500			\$87,500
Construction			\$890,000			\$890,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency			\$222,500			\$222,500
<b>TOTAL</b>	\$0	\$0	\$1,200,000	\$0	\$0	\$1,200,000
<b><u>FUNDING</u></b>						
Cash			\$1,200,000			\$1,200,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$0	\$1,200,000	\$0	\$0	\$1,200,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**  
Install a roundabout.

**Justification:**  
Improve access and appearance into front door of Town Center, create safer pedestrian and vehicle access.



**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Wayfinding Signage</b>	<b>3-1-1</b>					<b>Economic Development</b>
Title	Department Priority Ranking					Department
<b>Steve Prokopek</b>						<b>\$1,810,000</b>
Contact Person						Estimated Cost
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction			\$400,000	\$1,200,000	\$210,000	\$1,810,000
Equipment & Furnishings						\$0
Professional Services						\$0
Contingency						\$0
TOTAL	\$0	\$0	\$400,000	\$1,200,000	\$210,000	\$1,810,000
<b><u>FUNDING</u></b>						
Cash	\$0	\$0	\$400,000	\$1,200,000	\$210,000	\$1,810,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
TOTAL	\$0	\$0	\$400,000	\$1,200,000	\$210,000	\$1,810,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Project Description:</b>						
Install 9 large monument signs, 1 digital outdoor kiosk, 10 ground level directional signs, 10 medium light poll sigs, 15 small light pool signs.						
<b>Justification:</b>						
Improve access for visitors and residents accessing the Town Center for shopping, events and parking.						

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Restucco and Painting Walls in the Carefree Desert Gardens</b>	<b>6-4-2</b>	<b>Economic Development</b>
<b>Title</b>	<b>Department Priority Ranking</b>	<b>Department</b>
<b>Steve Prokopek</b>		<b>\$225,000</b>
<b>Contact Person</b>		<b>Estimated Cost</b>

<u>PROJECT COMPONENTS</u>	<u>FY 22-23</u>	<u>FY 23-24</u>	<u>FY 24-25</u>	<u>FY 25-26</u>	<u>FY 26-27</u>	<u>TOTAL</u>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction						\$0
Equipment & Furnishings						\$0
Professional Services			\$75,000	\$75,000	\$75,000	\$225,000
Contingency						\$0
<b>TOTAL</b>	\$0	\$0	\$75,000	\$75,000	\$75,000	\$225,000
<b><u>FUNDING</u></b>						
Cash			\$75,000	\$75,000	\$75,000	\$225,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	\$0	\$0	\$75,000	\$75,000	\$75,000	\$225,000
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						\$0
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	\$0	\$0	\$0	\$0	\$0	\$0

**Project Description:**

The walls in the Gardens are overdo for stucco repair and repainting. This project will perform those items over the next three years.

**Justification:**

The Carefree Desert Gardens is a great amenity for residents and visitors. It's imperative that the Town maintain the image of this valuable resource.



## FIRE PROTECTION

**TOWN OF CAREFREE  
CAPITAL IMPROVEMENTS PROGRAM**

<b>Fire Protection Services</b>	<b>1</b>					<b>Town Administrator</b>
<b>Title</b>	<b>Department Priority Ranking</b>					<b>Department</b>
<b>GARY NEISS</b>						<b>\$1,500,000</b>
<b>Contact Person</b>						<b>Estimated Cost</b>
<b>PROJECT COMPONENTS</b>	<b>FY 22-23</b>	<b>FY 23-24</b>	<b>FY 24-25</b>	<b>FY 25-26</b>	<b>FY 26-27</b>	<b>TOTAL</b>
<b><u>COSTS</u></b>						
Land & ROW						\$0
Design Engineering						\$0
Construction						\$0
Equipment & Furnishings						\$0
Professional Services	\$1,100,000	\$400,000				\$1,500,000
Contingency						\$0
<b>TOTAL</b>	<b>\$1,100,000</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,000</b>
<b><u>FUNDING</u></b>						
Cash	\$1,100,000	\$400,000				\$1,500,000
Bonds						\$0
Grants						\$0
Carry Forward Funds 2022						\$0
<b>TOTAL</b>	<b>\$1,100,000</b>	<b>\$400,000</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$1,500,000</b>
<b><u>FISCAL IMPACT</u></b>						
<b>FUND:</b>						
# FTE's						\$0
Operating Costs						\$0
Operating Savings						\$0
Debt Service						\$0
<b>NET OPERATING IMPACT</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Project Description:</b>						
The Town is working towards becoming part of the regional automatic aid dispatch system. In order to qualify the Town must purchase new radio infrastructure and updated vehicles required by automatic aid partners.						
<b>Justification:</b>						
Automatic Aid requires the Town complement system with required vehicles and equipment.						



### TOWN OF CAREFREE INFORMATION SUMMARY

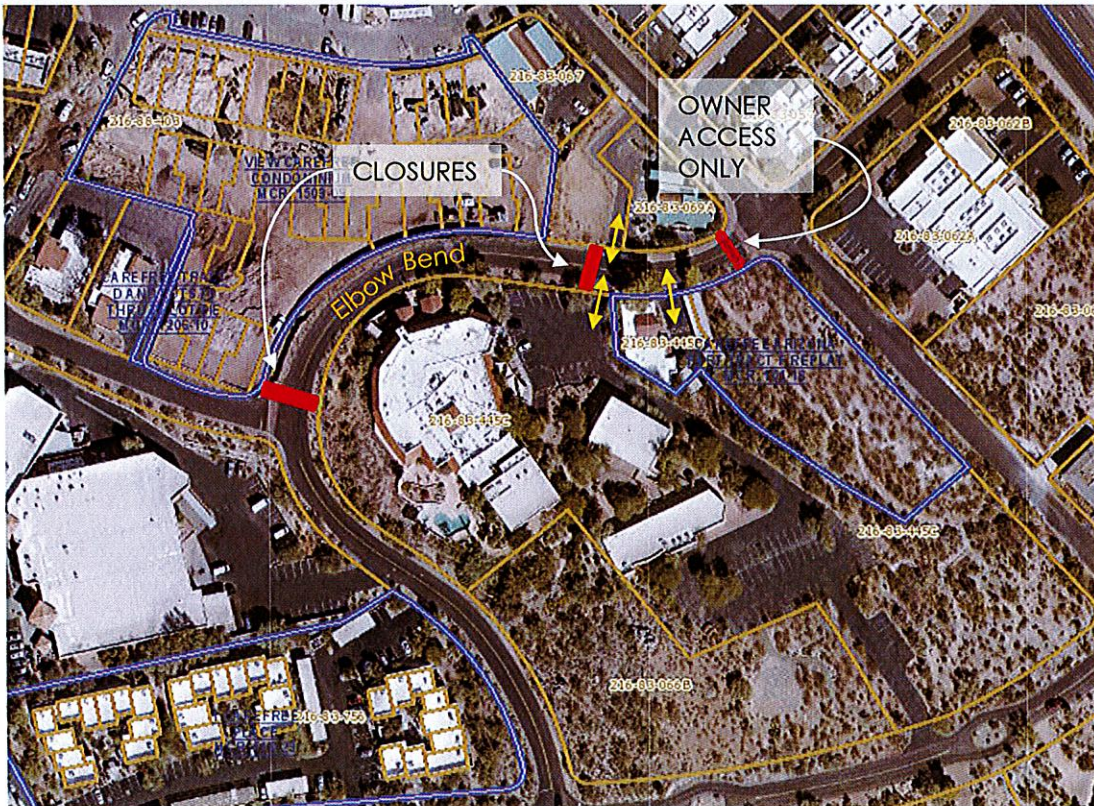
MEETING DATE:  
March 1, 2022

SUBJECT:  
Elbow Bend Street Closure – March 7, 2022, until April 4, 2022 (4 weeks)

ATTACHMENTS:  
▪ Exhibit A – Traffic Control Plan

#### SUMMARY:

Included as part of the approvals for The View Carefree subdivision were offsite improvements along Elbow Bend Road. These improvements included new curb and gutter, roadway pavement, and a new sidewalk. The curb, gutter, and sidewalk have been installed. The ½-street roadway paving remains. To do so in the safest and quickest manner, the project owner, Mr. Jim Shelly is requesting a full street closure of Elbow Bend Road between Sidewinder Road and Nonchalant Avenue. This closure will help mitigate potential conflicts while installing this work adjacent to his development.



To properly repave Elbow Bend, the existing aggregate base course (ABC), a sublayer below the paving, must be removed and replaced with new ABC. This requires fine grading, compaction, and other construction procedures that necessitate additional space beyond the actual pavement installation. Staff agrees that closing this stretch of Elbow Bend will accommodate this work in an efficient and cautious manner.

Attached is an Exhibit showing a traffic control plan outlining the closure and its associated signage. This closure would be in place starting March 7, 2022, until the work is complete and no later than April 4, 2022. Typically, pavement work happens quickly, so if there are no complications or unforeseen delays, the work may be done even sooner.

#### CONDITIONS OF APPROVAL:

1. Notify the 3 property owners located at 7504 Elbow Bend, 7439 Elbow Bend, and 7415 Elbow Bend (Spirit in the Desert) to ensure each there is access to and from their properties.
2. The closure of Easy Street shall be between Sidewinder Road and Nonchalant Avenue. The closure shall be from March 7, 2022, until April 4, 2022 or when the work is complete (if sooner).

# EXHIBIT 1

## PLAN 1 ROAD CLOSURE



**LOCATION OF WORK:** TOWN OF CAREFREE  
**CONTRACTOR:** BAILES & COMPANY  
**PHONE #:** 480-789-9876  
**FAX #:** MARC BAILES AT BAILES & CO  
**CONTACT PERSON:** FEBRUARY 4, 2022  
**DATE DRAWN:** DOONIE BAKER  
**DRAWN BY:** 24-HOUR SETUP  
**TIME:** LOCATION #: 0800  
**LOCATION #:** DATE OF WORK: 07:00 AM  
**START TIME:** JOB #: PERMIT #:  
**INSPECTOR:**

**TRAFFICAIDE SERVICE COMPANIES**  
 2633 W. HOLLY ST.  
 PHOENIX, AZ 85009  
 (602) 431-0811  
 FAX (602) 272-3705

**NOT TO SCALE**

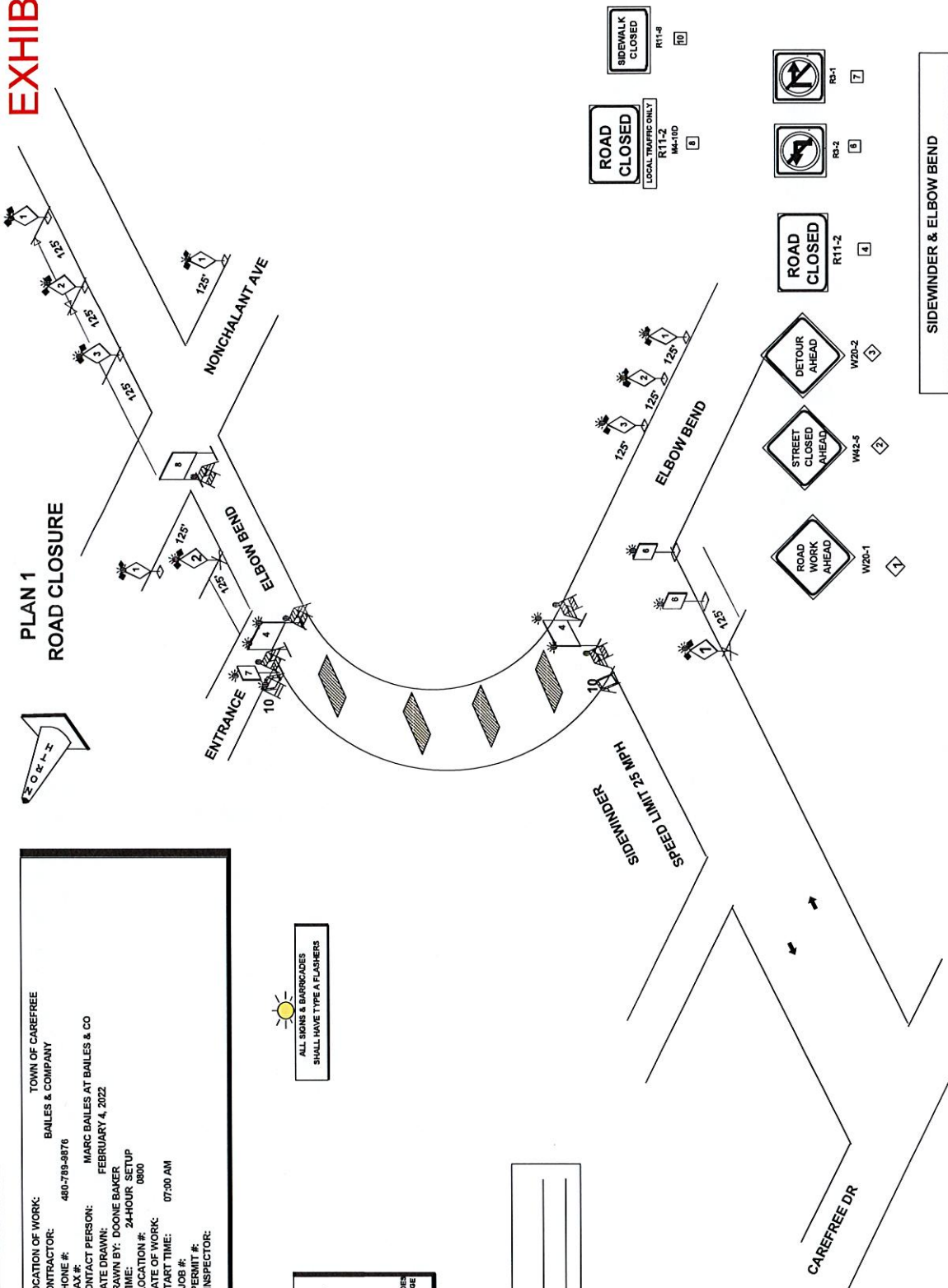


**LEGEND**

- Channelized Devices
- Work Area
- Type I Barricades
- High Level Flagtree

NOTE: ACTUAL QUANTITIES OF BARRICADES AND CHANNELIZED DEVICES TO BE CHANGED AS PER MANUAL REQUIREMENTS.

REVIEWED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_





**TOWN OF CAREFREE, ARIZONA  
RESOLUTION 2022-05**

**A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, TO AUTHORIZE THE TOWN CLERK TO CONDUCT THE AUGUST 2, 2022 PRIMARY ELECTION AND NOVEMBER 8, 2022 GENERAL ELECTION AND DO SO AS AN ALL MAIL BALLOT ELECTION PURSUANT TO A.R.S. 16-409(A).**

**WHEREAS**, it is provided by law for the holding of a primary, and general election; and

**WHEREAS**, pursuant to A.R.S. 16-204(E)(1) and (2), Primary Elections are set for the first Tuesday in August and the General Elections are set for the first Tuesday after the first Monday in November of even numbered years; and

**WHEREAS**, the Primary Election in the Town of Carefree ("Primary Election") shall be held on Tuesday, August 2, 2022, for purpose of electing a Mayor and six Councilmembers, and to determine whether a General Election ("General Election") shall be held on Tuesday, November 8, 2022, to fill any elected offices that remain unfilled after the Primary Election; and

**WHEREAS**, the publication of the call and notice of the Primary Election and General Election shall be given, or caused to be given, by the Town Clerk, as provided by law, and as may be deemed necessary and appropriate in the Town Clerk's discretion to advise the public of the elections; and

**WHEREAS**, the returns of the Primary Election and the General Election shall be made to the Town Council, which shall meet not less than six (6) days nor more than twenty (20) days following the election to canvass the returns and certify the results, all as provided by law. If, at the time of the date set for the Council meeting, the returns from any polling place are found to be missing, the Town Clerk is authorized to postpone the meeting from day to day until all the returns are received, or until six postponements have been made; and

**WHEREAS**, Towns have the option, pursuant to A.R.S. 16-409(A) to conduct any elections with mail ballots on the approved consolidated election dates; and

**WHEREAS**, mail balloting yields higher voter participation; and

**WHEREAS**, that mail ballots delivered by the United States Postal Service remain secure and confidential; and

**WHEREAS**, to protect against voter fraud, the Maricopa County Recorder's Office electronically scans and personally matches every voter signature affixed to each returned ballot envelope against the voter's signature on file from his or her voter registration form; and



**WHEREAS**, the database maintained by the Maricopa County Recorder's Office makes it impossible for a voter to vote more than one ballot.

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

The Town Clerk is authorized to conduct the Primary Election and General Election pursuant to A.R.S. 16-204(E)(1) and (2), cause the publication of the Call of Election and Notice of the Primary Election and General Election as set forth, conduct the elections as "Mail Ballot Elections" for the 2020 Primary and General Elections, in accordance with A.R.S. Title 16, Article 7.1, and canvass the election as set forth above.

**PASSED, APPROVED AND ADOPTED** by the Mayor and Common Council of the Town of Carefree, Arizona, this \_\_\_\_\_ day of March, 2022.

\_\_AYES \_\_NOES \_\_ABSTENTIONS \_\_ ABSENT

\_\_\_\_\_  
Lcs Peterson, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael W. Wright, Town Attorney