

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

WHEN: TUESDAY, APRIL 6, 2021

WHERE: ZOOM ONLINE*

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.

Members of the Council are participating by technological means or methods pursuant to A.R.S. §38-431(4).

The agenda for the meeting is as follows:

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

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

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

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

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

ITEM #5 Approval of the a Series 013 Farm Winery liquor license application from Uwe Boer and Celestial Artisan Meads located at 100 Easy Street, Suite #100, Carefree, AZ 85377.

CALL TO THE PUBLIC

ITEM #6 **NOTE:** Submission of public comments at Call to the Public must be provided in typed format by email to Kandace@Carefree.org. Comments are to be limited to not more than one-half page, double spaced, 12 point type. No more than one submission per person or legal entity per meeting will be read into the record. Please identify your town or city of residence. Comments that do not comply with the format specified may not be read during this Council meeting. Comments must be received by 12:00 noon on Tuesday, March 2, 2021.

REGULAR AGENDA:

ITEM #7 Current Events.

ITEM #8 Review, discussion and possible action to Approve Resolution 2021-06 authorizing the acquisition by the Town of Carefree of the parcel of land required for the construction of the Underground Water Storage Reservoir in The Boulders.

ITEM #9 Review, discussion and possible action to approve Resolution 2021-04 appointing Tara E. Parascandola the Presiding Magistrate to the Carefree – Cave Creek Consolidated Municipal Court under the terms as set forth in the Resolution.

ITEM #10 Presentation and Staff update regarding the implementation of the Village Center Master Plan and discussion for creating a redevelopment area per Arizona Revised Statute Chapter 12 Article 1 to aid in Town Center Revitalization.

ITEM #11 Review, discussion and possible action to approve Amendment to the existing Contract Comprehensive Sign Plan contract with Kimley-Horn, for \$63,500, to include circulation and parking analysis and recommendations.

ITEM #12 Review, discussion and possible Resolution to approve the 24-Month Communications and Community Engagement Plan.

ITEM #13 Street Closure Street Closure, HoHum from Easy Street to 100 Easy Street, from 5:00PM to 11:00PM April 15-17 and 22-24 to provide safety for Desert Foothills Theater production.

ITEM #14 Adjournment.

DATED this 31st day of March, 2021.

TOWN OF CAREFREE

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

Items may be taken out of order

*Due to the risks to public health caused by the possible spread of the COVID-19 virus at public gatherings, it has been determined that public meetings will be held indefinitely through technological means. Meetings will be also open to the public through technological means. In reliance on, and compliance with, the March 13, 2020 Opinion issued by Attorney General Mark Brnovich, the Town of Carefree provides this special advance notice of the technological means through which public meetings may be accessed. While this special notice is in effect, public comment at meetings will only be accepted through written submissions, which may or may not be read aloud during meetings.

Join Zoom Webinar:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/3229729660>

Audio by Telephone:

1.669.900.6833 or 1.253.215.8782 or 1.346.248.7799

Webinar ID: 322 972 9660



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, FEBRUARY 2, 2021
WHERE: ZOOM WEB <https://us02web.zoom.us/j/3229729660>
MEETING ID: 322 972 9660
TIME: 5:00 P.M.

Town Council Attending:

Mayor Les Peterson
Vice Mayor John Crane
Vince D'Aliesio – (*Left at 5:15*)
Tony Geiger
Stephen Hatcher
Cheryl Kroyer

Town Council Absent:

Michael Krahe

Staff Present:

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

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

Stacey Bridge - Denzak led the Council in the Pledge of Allegiance.

CONSENT AGENDA

- ITEM #1** Approval of the January 5, 2021 Town Council Regular Meeting Minutes.
- ITEM #2** Acceptance of the cash receipts and disbursements report for November, 2020.
- ITEM #3** Accept and consent to the formation of the Rio Verde Foothills Domestic Water Improvement District.

Mayor Peterson announced the consent agenda and explained that he would ask Greg Crossman, General Manager of the Carefree Water Company, to explain Agenda Item #3 in further detail. He announced the Consent Agenda and pulled Item #3 for further discussion. He explained that Agenda Item #3 did not affect the Town of Carefree, but was required by Statute to obtain Carefree's approval.

General Manager of the Carefree Water Company, Greg Crossman provided a map showing the boundaries of the Rio Verde Foothills Domestic Water Improvement District, or DWID. As

shown, it is 5 miles from the closest boundary to Carefree but is required by Statute to obtain municipality approval if it is less than 6 miles from another municipality boundary. The Rio Verde DWID is therefore required to get approval from Carefree, Fountain Hills and Scottsdale. Mr. Crossman gave the history and explained that this area relied on hauled water, usually obtained from the City of Scottsdale. However if a Tier 1 shortage occurs at the Colorado River, the ability to obtain water from Scottsdale would be terminated unless the group formed a DWID. The formation of the DWID allows them to get a transport agreement and obtain its own water supply, using the treat and transport agreement with the City of Scottsdale. He explained that the water basin serving the Rio Verde DWID does not affect the Town of Carefree and they are not within the Carefree Basin.

There were questions by the Council.

Mr. Crossman responded.

Jennifer Simpson with the Rio Verde DWID appeared and addressed the Council regarding the 100 homes that rely on hauled water and would be part of the DWID. It is not only the Tier 1 situation that concerns the Rio Verde residents, but that the City of Scottsdale has expressed that they cannot rely on Scottsdale to supply their hauled water without a DWID and a treat and transport agreement. She gave more information regarding the community.

Mayor Peterson commented that, if it doesn't hurt us and it helps our neighbor, it is something we should be doing. He stated there was no harm to the Town of Carefree in granting approval of the DWID.

There were additional questions by the Council.

Jennifer Simpson responded.

Mayor Peterson asked for a motion for the Consent Agenda.

Council Member Kroyer **moved** to approve Agenda Items #1 through #3. There was a **second** by Vice Mayor Crane. The motion **carried** unanimously.

CALL TO THE PUBLIC

ITEM #4 Call to the Public

Mayor Peterson announced the agenda item.

Town Clerk Kandace French stated that no public comments were submitted for the Council.

REGULAR AGENDA:

ITEM #5 Current Events.

Mayor Peterson announced the agenda item and described recent fires in the area, including the Wedding Cake House fire. He explained the contract between Rural Metro Fire Service and the Town of Carefree since 1969 and the Rural Metro Fire contract expires in 2022. Mayor Peterson stated that in forward thinking, it is important to look at future service, automatic aid and mutual aid, in addition to other public services. Therefore, a Fire Service Review Committee will be solicited and appointed to review fire service for the Town of Carefree.

Mayor Peterson said that Agenda Item #9 would recap the success of the Thunderbird Artists show in the Town Center in January.

ITEM #6 Discussion to amend the *Carefree Town Code*, to protect the health, safety, and welfare by prohibiting the use, possession, sale, and smoking of marijuana on publically owned or controlled property and only allow recreational marijuana sales within a medical marijuana facility holding a dual license. Public comments will be taken. (*First Reading*).

Mayor Peterson announced the agenda item and introduced the Director of Planning and Zoning, Stacey Bridge-Denzak. He stated this was the first of two required readings.

Ms. Bridge-Denzak explained the recent passing of Proposition 207, the "Smart and Safe Act", which legalized recreational marijuana. In the Town of Carefree, the Proposition was almost evenly split. She gave the allowances and limitations as imposed by the passing of the proposition and explained that it gave municipalities' broad discretion in what would be allowed within its boundaries. She felt that the proposed amendment was fair and reasonable for the Town of Carefree and would include prohibiting of smoking of marijuana in public places and Smoke Free areas, authorized only licensed medical marijuana dispensaries to operate as a dual licensee and that, to date, the Town of Carefree had no medical marijuana locations within its borders.

She stated that the original amendment to the Carefree Town Code would also prohibit delivery of marijuana to consumers within the Town except by a dual licensee or non-profit medical marijuana dispensary and prohibit anyone without a proper license from facilitating the delivery or use, soliciting or accepting orders, or operating a platform that solicits or accepts orders for marijuana or marijuana products. After careful consideration, she stated that she had removed restrictions on deliveries in Carefree from the proposed ordinance but had forgotten to remove it from the Council packet. She added it would be very difficult to regulate and enforce, particularly in a town like Carefree that has only one code enforcement officer, not an entire police department.

There were questions by the Council. They asked for legal advice of the Town Attorney, Michael Wright.

Mr. Wright responded regarding the licensing of dispensaries and he stated the prospect of obtaining a recreational marijuana distribution license within the Town of Carefree was pretty slim.

The matter was the first reading and a presentation only. No action was taken.

Major Peterson encouraged the public to submit public comment if they had a position.

Vice Mayor Crane stated that Stacey did an excellent job of drafting a fair code change that took everyone into consideration.

ITEM #7 Review, discussion and possible action to approve Resolution 2021-01 accepting a grant from the Firehouse Subs Public Safety Foundation to the Carefree Fire Department.

Mayor Peterson read the agenda item and introduced Captain Ryan Travis and Chief John Kraetz of the Rural Metro Fire Department.

Chief Kraetz explained that Captain Travis was not available as he had been fighting the Wedding Cake House fire all night.

Mayor Peterson explained that Firehouse Subs has been an active and dedicated contributor to the surrounding fire houses.

Town Administrator, Gary Neiss, stated that Captain Travis has gone above and beyond in his searches for grants to assist the firehouse. He said this was the third or fourth grant that he has secured for the Town of Carefree. The last one secured approximately \$90,000 for air packs for the firefighters. The current grant is approximately \$27,000. He is owed a debt of gratitude for the paperwork and dedication to Captain Travis. Mr. Neiss also explained that the Resolution, a press release and stickers on the equipment is part of accepting the grant from Firehouse Subs.

Vice Mayor Crane **moved** to approve Resolution 2021-01 as presented. There was a **second** by Council Member Kroyer. The motion **carried** unanimously.

Mayor Peterson expressed the appreciation of the Council and community for the efforts of the firefighters of the Carefree Fire Station, Captain Travis and Chief Kraetz.

ITEM #8 Presentation by Robin Cochran, new Executive Director of the Foothills Caring Corps, regarding the past, present and future services to the Foothills communities.

Mayor Peterson announced the agenda item.

Due to technical difficulties by the presenters, this matter was deferred until the meeting of the Carefree Town Council on March 2, 2021.

ITEM #9 Update regarding the January 15-17, 2021 Thunderbird Artists' 28th Annual Winter Carefree Fine Art & Wine Festival and the March 12 – 14, 2021 26th Annual Spring Carefree Fine Arts Festival.

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

Mr. Prokopek provided a recap of the January event and he reminded everyone that the Town of Carefree takes a cautious stand as it relates to events due to the Governor's order, the Town's own mandates for COVID and the safety of its citizens as it relates to events. He stated that he had monthly discussions regarding the event and that the Thunderbird Art Show has been a part of Carefree for 28 years. They worked together to create a COVID Mitigation Plan that was submitted to the Department of Health that complied with CDC guidelines and went even further.

He stated that the plan included the absence of alcohol at the event, no live entertainment in the pavilion; a 100% mask requirement for all the vendors and above and beyond, the Thunderbirds had all the vendors sign contracts to that effect. Additionally, he got a call from a concerned citizen that questioned what practices the Thunderbirds would have at their show in Surprise the week before. As a result, the Thunderbirds required all their vendors that planned to be in Carefree the following week to practice the same COVID Mitigation Plan as practiced at the Surprise show. Steve was happy to report that he did random stops in at the Surprise Show and was impressed by 100% compliance.

Mr. Prokopek reported that he was extremely pleased with the compliance he observed at the Carefree show and that the diligence of Denise and Hailey was outstanding and taken seriously. He explained how Thunderbirds enforced the mandate and it created a safer and friendlier environment. He saw nothing that concerned him. He felt it was done the right way and he thanked the Thunderbird Artist and their vendors for their hard work and compliance.

As a result of the cooperation at the January show, Mr. Prokopek felt comfortable recommending that the March show go on as scheduled and felt it would be safe and as successful as the January show. He said that the November show would be reviewed as time progressed.

Mayor Peterson reminded the Council that the events had already been approved and that it was up to staff to determine if the show would continue.

There were positive comments and observations by the Council.

The matter was for presentation only and no action was needed.

ITEM #10 Adjournment.

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

Council Member Krahe **moved** to adjourn. There was a **second** by Vice Mayor Crane. The motion **carried** unanimously.

The meeting ended at 5:49 p.m.

DATED this 3rd day of February, 2021.

TOWN OF CAREFREE

BY: _____
Kandace French Contreras, Town Clerk

TOWN OF CAREFREE

Les Peterson, Mayor

Attest:

Kandace French Contreras, Town Clerk

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held February 2, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Kandace French Contreras, Town Clerk

Check Register Report

ALI CHECKS MARCH 2021

BANK: NATIONAL BANK OF ARIZONA



Date: 03/26/2021
Time: 12:56 pm
Page: 1

Town Of Carefree

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
47141	03/05/2021	Printed		3463	BUSTAMANTE & KUFFNER PC	Feb 2021 Town Prosecutor Serv	2,790.00
47142	03/05/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Mar 21 Water All	2,618.69
47143	03/05/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Mar 21 Engineering Service	2,476.81
47144	03/05/2021	Printed		3299	CIRCLE K UNIVERSAL	Feb 21 Gasoline All	619.22
47145	03/05/2021	Printed		1329	COLONIAL SUPPLEMENTAL INS	Feb 21 Supplemental ins	111.56
47146	03/05/2021	Printed		1460	COX COMMUNICATIONS	Mar 21 Town Internet & Phone	1,076.89
47147	03/05/2021	Printed		3367	DOG WASTE DEPOT	Gardens Dog Waste Bags 6000	289.65
47148	03/05/2021	Printed		3210	ECOBLU ENTERPRISES. INC.	Mar 21 Gardens Fountain Servic	600.00
47149	03/05/2021	Printed		0136	FOOTHILLS GRANITE, LLC	2 Tons Madison Gold Gardens	99.05
47150	03/05/2021	Printed		954	J.P. COOKE CO.	Court Wall Sign T Parascandola	30.95
47151	03/05/2021	Printed		1320	KARSTEN'S ACE HARDWARE	Feb 21 Public Works Supplies	103.99
47152	03/05/2021	Printed		0010	MARICOPA COUNTY	Mar 21 MCSO Sheriff's Patrol	38,299.46
47153	03/05/2021	Printed		3221	NATIONAL BANK OF ARIZONA	Feb 21 Town Vehicle Maint	949.46
47154	03/05/2021	Printed		3221	NATIONAL BANK OF ARIZONA	Defrib Court,Office Sup,CDL Ex	3,043.59
47155	03/05/2021	Printed		3015	NOTHING BUT NET	Mar 21 Comp Maint Agreements	1,406.36
47156	03/05/2021	Printed		3105	PETERSON, LES	Miles East Valley Mayor	58.80
47157	03/05/2021	Printed		0668	RURAL METRO FIRE DEPT.	Feb21 Fire Truck Diesel	872.72
47158	03/05/2021	Printed		3419	SCAMMON, DENISE	Magistrate Pro-Tem	137.50
47159	03/05/2021	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	48.91
47160	03/05/2021	Printed		3226	TECH 4 LIFE COMPUTERS	Mar 21 Visitcarefree Support	297.50
47161	03/05/2021	Printed		3461	TITAN COMMERCIAL CLEANING	Feb 21 Town, Gardens Cleaning	5,305.00
47162	03/05/2021	Printed		3115	VERIZON WIRELESS	Feb 21 Mobile Phones + Phone	1,313.01
47163	03/12/2021	Printed		0180	ARIZ PLANNING ASSOCIATION	FY21 DUES G- Neiss	50.00
47164	03/12/2021	Printed		0300	ARIZ PUBLIC SERVICE	Mar 21 Electric All Facilities	1,718.51
47165	03/12/2021	Printed		1326	ARIZONA REPUBLIC - SUBSCRIBE	Apr 21 Newspaper Subscription	57.14
47166	03/12/2021	Printed		0414	AZ MUN. RISK RETENTION POOL	2nd Qtr FY2021 Work Comp Ins	33,753.00
47167	03/12/2021	Printed		1470	BROWN & ASSOCIATES	Feb 21 Bld Inspection 91.5 Hrs	6,155.00
47168	03/12/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Mar 21 Medians Maintenance	6,955.00
47169	03/12/2021	Printed		3542	GAMMAGE & BURNHAM	Legal Cave Crk Condem Feb 21	2,400.00
47170	03/12/2021	Printed		3520	JENNINGS STROUSS & SALMON, PLC	Cave Crk Condemn Feb 21	32,993.10
47171	03/12/2021	Printed		1876	LOWE'S	Pub Wrks Bld Matl Gardens	1,273.54
47172	03/12/2021	Printed		3189	OLOHAN, STEPHANIE	March 21 Magistrate Service	4,517.92
47173	03/12/2021	Printed		3053	QUADIENT, INC	Postage Meter Lease	97.71
47174	03/12/2021	Printed		3010	REPUBLIC SERVICES #753	Mar 21 Trash PU 33 Easy St	385.43
47175	03/12/2021	Printed		3425	RURAL ARIZ GROUP HEALTH	Mar 21 Health,Dental/Vision Ins	14,372.86
47176	03/12/2021	Printed		0668	RURAL METRO FIRE DEPT.	Mar 2021 Fire Contract	126,294.38
47177	03/12/2021	Printed		1691	SPARKLETTS	Feb 21 Bottled Water All	127.75
47178	03/12/2021	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Mar 21 Town Copier Maint	349.76
47179	03/12/2021	Printed		3352	UNUM LIFE INSURANCE COMPANY	Apr 21 Short term Dis Ins	330.87
47180	03/12/2021	Printed		3216	VILLAFANE STUDIOS,LLC	Settlement	114,282.08
47181	03/12/2021	Printed		352	WESTERN STATES PETROLEUM INC.	Feb 21 Pub Wrks Diesel	494.67
47182	03/18/2021	Printed		3580	AJ'S FLOORING	Grdns Green Rm Vinyl Flooring	4,807.00
47183	03/18/2021	Printed		1900	ARIZONA REPUBLIC - LEGAL	Engineer Classified Ads Feb 21	822.24
47184	03/18/2021	Printed		3581	CARTER, CARRIE	Petty cash Replenish 3/15/21	216.68
47185	03/18/2021	Printed		3293	CITI CARDS	Feb 21 Zoom Webinar Charges	85.62
47186	03/18/2021	Printed		1460	COX COMMUNICATIONS	Mar21 Maint Shop Phones&Inter	322.78
47187	03/18/2021	Printed		1058	DAILY JOURNAL CORPORATION	Legal Ad Ordinance 2021-01	16.98
47188	03/18/2021	Printed		0136	FOOTHILLS GRANITE, LLC	Gardens Madison Gold Rock	170.35
47189	03/18/2021	Printed		3578	LIBERTY UTILITIES	Feb 21 Sewer Gardens	583.60
47190	03/18/2021	Printed		0091	MARICOPA COUNTY TREASURER	Feb 21 Court Remittance	1,161.03
47191	03/18/2021	Printed		3579	MUNICIPAL EMERGENCY SERVICES	Fire Grant-Equipment Shipment	559.82
47192	03/18/2021	Printed		949	TARA. PARASCANDOLA	Magistrate Pro-Tem 3/17/21	110.00



**Combined Trial Balance - All Funds
February 28, 2021**

Assets

Checking - National Bank of AZ	1,241,162
Local Gov't Investment Pool - AZ	10,816,188
Petty Cash	700
Advances to the Water Company	3,475,704
<u>Total Assets</u>	<u>\$ 15,533,755</u>

Liabilities

Accounts Payable	80,060
Bonds	37,510
Sales Tax Remittance	(3)
Long Term Deferred Revenue	3,475,704
<u>Total Liabilities</u>	<u>\$3,593,270</u>

Fund Balance

Fund Balance-Beginning of Year	10,925,889
Year-to-date change in Fund Balance	<u>1,014,596</u>
Total Fund Balance	<u>11,940,485</u>
Total Liabilities and Fund Balance	<u>\$ 15,533,755</u>

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$9,289,930
<u>Total</u>	<u>\$11,789,930</u>

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of February 28, 2021

Revenues	FY2019	FY2020	FY2021	2020 vs 2021		Feb 21	% of Budget
	YTD Feb	YTD Feb	Y-T-D	% (+/-)	Budget		
Local Sales Taxes (1 month lag)	\$1,517,993	\$1,487,145	\$ 1,487,762	0.0%	1,800,000	226,402	82.7%
State Sales Taxes (1 month lag)	236,444	258,728	274,131	6.0%	300,000	32,084	91.4%
Building Fees	243,875	276,278	221,110	-20.0%	300,000	22,726	73.7%
State Income Tax	305,413	334,149	374,149	12.0%	563,000	46,769	66.5%
Fines	70,805	72,211	107,988	49.5%	120,000	16,847	90.0%
Court Service Fees	106,465	110,725	115,156	4.0%	172,734	14,394	66.7%
Town Clerk-Misc. Sales	278	514	56	0.0%	500	0	11.2%
Town Clerk-Permits & Sol Fees	687	575	575	0.0%	1,000	0	57.5%
Water Company Reimbursements	460,403	405,595	426,874	5.2%	690,605	57,675	61.8%
33 Easy St Rent	8,831	10,434	10,135	0.0%	15,600	1,300	65.0%
Miscellaneous Income & Donations	92,500	41,575	389,973	838.0%	43,000	21	906.9%
Interest Income	122,916	118,043	19,968	-83.1%	110,820	230	18.0%
Utility Franchise Fees (1 month lag)	203,903	195,705	211,960	8.3%	343,000	0	61.8%
County Lieu Tax (1 month lag)	101,387	107,164	115,204	7.5%	150,000	13,723	76.8%
General Fund & All Funds Reserve Contribution(Below)	0	0	0	0.0%	5,053,540	0	0.0%
Special Events	209,985	408,108	30,465	-92.5%	70,000	-180	43.5%
County & State Grants	0	1,233	98,132	0.0%	200,000	0	49.1%
Court Enhancement, GAP, MJCEF	17,620	8,014	9,933	23.9%	22,700	1,689	43.8%
HURF (1 month lag)	148,843	349,855	154,917	-55.7%	256,500	22,714	60.4%
Cemetery	100	350	500	0.0%	600	300	83.3%
CPR Ed Fund	430	668	0	0.0%	900	0	0.0%
AZ CARES Fund Grants	0	0	450,846	0.0%	0	0	0.0%
Utility Capital Improvement Fund	10,534	10,094	10,132	0.0%	22,500	0	45.0%
Fire Reimb Income & Ins Reimb	43,413	35,991	36,222	0.0%	60,100	2,732	60.3%
Fire Fund-L Sales Tax (1 month lag)	758,997	743,573	743,883	0.0%	900,000	113,201	82.7%
Total Revenues	4,661,822	4,976,727	5,290,069	6.3%	11,197,099	572,626	47.2%
Expenses							
Mayor & Council	5,176	4,890	4,012	-18.0%	212,075	144	1.9%
Town Clerk	189,517	207,065	206,705	-0.2%	299,381	19,694	69.0%
Court	170,863	182,971	186,630	2.0%	285,762	17,432	65.3%
Administration	257,933	296,625	273,740	-7.7%	434,381	33,984	63.0%
Claims & Losses	0	0	12,900	100.0%	5,000	12,500	258.0%
Legal	65,013	160,148	185,604	15.9%	260,000	17,225	71.4%
Risk Management	62,169	34,346	36,621	6.6%	128,313	250	28.5%
Planning & Development	110,188	128,703	141,139	9.7%	255,063	15,759	55.3%
Building Safety	119,380	144,580	137,647	-4.8%	220,552	18,299	62.4%
Law Enforcement	323,450	313,576	336,540	7.3%	558,677	41,089	60.2%
Code Enforcement	35,299	38,035	42,011	10.5%	54,217	6,777	77.5%
Engineering	72,896	27,195	19,814	-27.1%	129,722	2,477	15.3%
Public Works - Streets & Gardens	416,646	566,796	459,433	-18.9%	731,024	45,193	62.8%
Debt Service WIFA	244,663	244,523	244,378	-0.1%	244,378	0	100.0%
33 Easy St	391,783	17,543	17,590	0.0%	27,708	2,184	63.5%
Capital Improvement Program (See Below)	0	0	0	0.0%	-	0	0.0%
Public Safety Fire General Fund	0	246,428	5	0.0%	619,934	0	0.0%
Town Center-Economic Development	424,956	615,188	109,684	-82.2%	241,993	12,284	45.3%
Contingencies	29,872	7,107	0	0.0%	200,000	0	0.0%
Court Enhancement, GAP, MJCEF	7,684	1,831	519	0.0%	12,550	519	4.1%
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%	970	0	0.0%
AZ CARES Fund Exp	2,791	0	450,904	0.0%	0	0	0.0%
Utility Capital Improvement Fund (See Below)	0	0	0	0.0%	0	0	0.0%
Transfers Out	0	0	100	0.0%	0	0	0.0%
Fire Fund	1,001,325	777,060	590,603	-24.0%	974,100	128,734	60.6%
Total Expenses without Capital Expense	3,931,604	4,014,610	3,456,579	-13.9%	5,896,400	374,544	58.6%
Net without Capital Expense	\$ 730,218	\$ 962,117	\$ 1,833,489		\$ 5,300,699	\$ 198,082	34.6%
All Capital Projects	108,997	895,931	818,894	-8.6%	5,289,500	133,108	15.5%
Total Expenses with Capital Expense	4,040,601	4,910,541	4,275,473	-12.9%	\$11,185,900	\$507,652	38.2%
Net with Capital Expense	621,221	66,186	1,014,596	1432.9%	11,199	64,974	9059.7%



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

TOWN COUNCIL
 APR - 6 2021
 5

21 JAN 26 11:41 AM '17

QUESTIONNAIRE
 A.R.S. § 4-202, 4-210
 Type or Print with Black Ink

804,970

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in **Black Ink**. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor license #: 135535

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Boer Uwe N/A Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: Arizona

4. Place of Birth: Dortmund North Rhine Westphalia Germany Height: 6-06 Weight: 300 Eyes: BLU Hair: BN
City State COUNTRY (not county)

5. Name of current/most recent spouse: Boer Janita Michelle Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 08/01/1996

7. Daytime telephone number: 602-881-4024 E-mail address: uvabrew@gmail.com

8. Business Name: Celestial Artisan Meads LLC (AP) Business Phone: 480, 217, 9986

9. Business Location Address: 100 Easy St. #100 Carefree Arizona Maricopa 85377
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2014	CURRENT	Microbrewery	Sun Up Brewing Co. 330 E. Camelback Rd. Phoenix, AZ 85012

(ATTACH ADDITIONAL SHEET IF NECESSARY)

SECTION III – ALIEN STATUS DECLARATION

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- 2. An alien who is granted asylum under Section 208 of the INA.
- 3. A refugee admitted to the United States under Section 207 of the INA.
- 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- 7. An alien who is a Cuban/Haitian entrant.
- 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.];
- 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
3/20	CURRENT	5642 N. Vasari Dr, Scottsdale, AZ 85262
10/08	3/20	6107 N. Granite Reef Rd, Scottsdale, AZ 85260

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? Yes No
If you answered YES, then answer #13 below. If NO, skip to #14.
13. Have you attended a D.L.C. approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets,) A.R.S. §4-202.4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

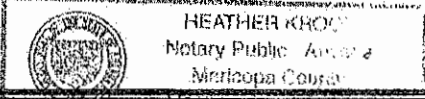
NOTARY

I (Print Full Name) Heather L. Hurst hereby declare that I am the Agent/ Controlling Person / Premises Manager filling this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14th Day of January, 2021

My Commission Expires on: 8.25.23 Date



HEATHER KHOO
Notary Public - Arizona
Maricopa County
Commission Expires 8/25/23

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Heather L. Hurst SIGNATURE: [Signature]

AUTHORIZED TRADE NAME

*Used for Contract Bottling or Packaging/Branding Purposes

PERMIT NUMBER: AZ-W-21096

REGISTRY NUMBER: BWN-AZ-21091

TYPE

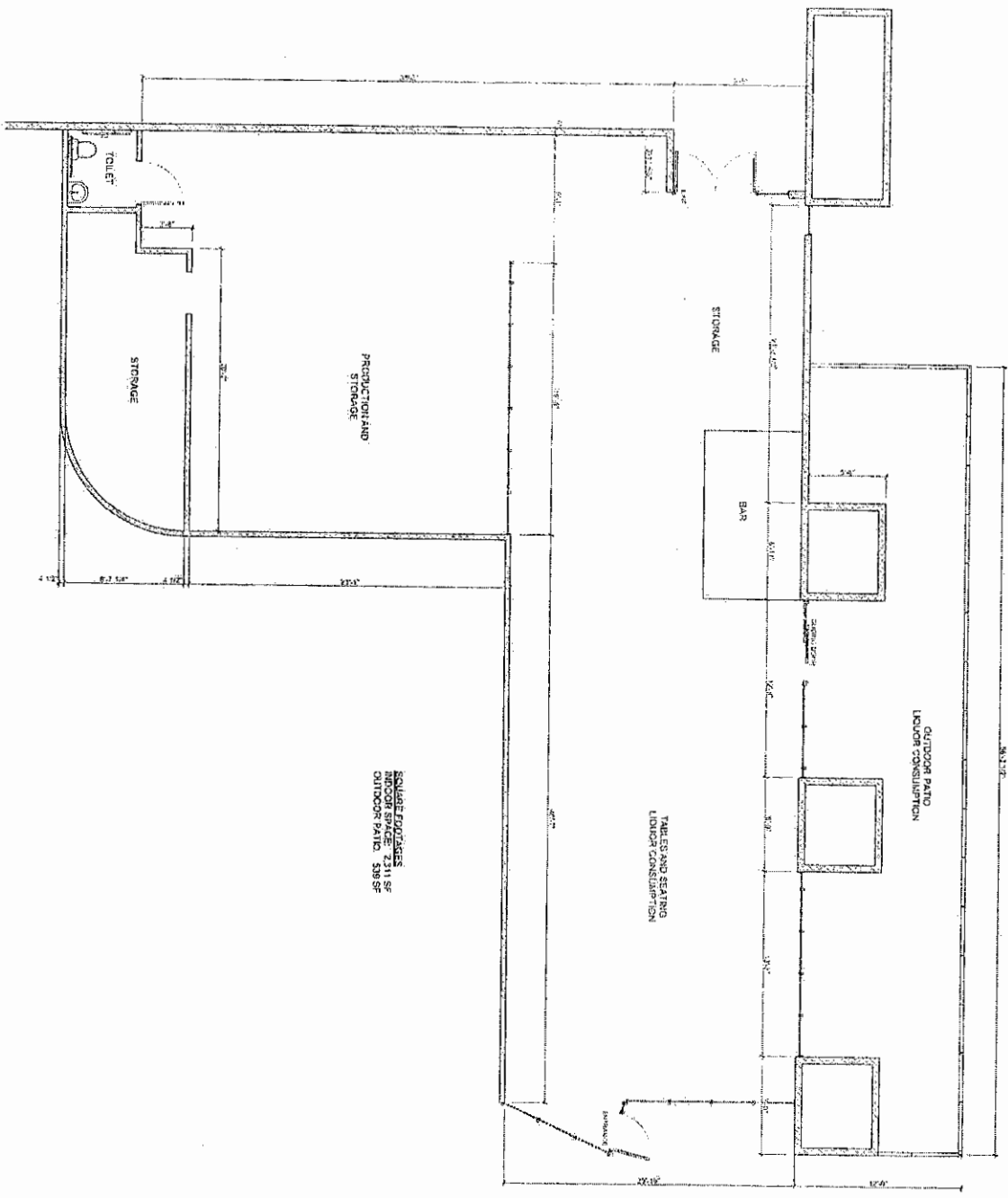
TRADE NAME

REASON FOR AMENDMENT

1 Main Level
AND
BASE LEVEL

1112 WA 517 2617 23 FEB 12

811 WA 517 2617 23 JAN 12



370

ARCHITECTURE

3450 1st Avenue
Seattle, WA 98101
Tel: 206.468.1111
www.370arch.com

Celestial Artisan
Meads
Tenant Improvement
300 East 30th Street, 300
Columbus, WA 98117

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NOT FOR
REGULATORY
APPROVAL,
PERMITTING, OR
CONSTRUCTION

DATE: 02/23/12
DRAWN: [Name]
CHECKED: [Name]

Main Level Plan

A102

Name:
HEATHER LEIGH HURST
UWE BOER

Title: % Interest:
MEMBER /STOCKHOLDER 70.00
MEMBER /STOCKHOLDER 20.00

**CELESTIAL ARTISAN MEADS LLC - MEMBER
/STOCKHOLDER**

Name: HEATHER LEIGH HURST
Gender: Female
Correspondence Address: 36642 N VASARI DRIVE
SCOTTSDALE, AZ 85262
USA
Phone: (480)217-9985
Alt. Phone:
Email: HEATHERHURTS73@GMAIL.COM

**CELESTIAL ARTISAN MEADS LLC - MEMBER
/STOCKHOLDER**

Name: UWE BOER
Gender: Male
Correspondence Address: 36642 N VASARI DRIVE
SCOTTSDALE, AZ 85262
USA
Phone: (602)881-4024
Alt. Phone:
Email: UVABREW@GMAIL.COM

APPLICATION INFORMATION

Application Number: 135535
Application Type: New Application
Created Date: 01/14/2021

QUESTIONS & ANSWERS

013 Farm Winery

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
Remaining payments on the lease

State of Arizona
Department of Liquor Licenses and Control

Created 02/23/2021 @ 01:59:09 PM

Local Governing Body Report

LICENSE

Number: **Type:** 013 FARM WINERY
Name: CELESTIAL ARTISAN MEADS
State: Pending
Issue Date: **Expiration Date:**
Original Issue Date:
Location: 100 EASY STREET
#100
CAREFREE, AZ 85377
USA
Mailing Address: 36642 N VASARI DRIVE
SCOTTSDALE, AZ 85262
USA
Phone: (480)217-9985
Alt. Phone:
Email: HEATHERHURTS73@GMAIL.COM

AGENT

Name: HEATHER LEIGH HURST
Gender: Female
Correspondence Address: 36642 N VASARI DRIVE
SCOTTSDALE, AZ 85262
USA
Phone: (480)217-9985
Alt. Phone:
Email: HEATHERHURTS73@GMAIL.COM

OWNER

Name: CELESTIAL ARTISAN MEADS LLC
Contact Name: HEATHER LEIGH HURST
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23114601 **State of Incorporation:** AZ
Incorporation Date: 08/10/2020
Correspondence Address: 36642 N VASARI DRIVE
SCOTTSDALE, AZ 85262
USA
Phone: (480)217-9985
Alt. Phone:
Email: HEATHERHURTS73@GMAIL.COM

Officers / Stockholders

- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$20,000 personal loan from Ron Kline
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
March 1 2021.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ALIEN STATUS	Heathe Hurst Drivers.jpg	01/21/2021
ALIEN STATUS	HH Citizen P1.jpg	01/21/2021
ALIEN STATUS	HH Citizen P2.jpg	01/21/2021
ALIEN STATUS	HH Citizen P3.jpg	01/21/2021
QUESTIONNAIRE	HH Q P1.jpg	01/21/2021
QUESTIONNAIRE	HH Q P2.jpg	01/21/2021
ALIEN STATUS	UB Citizenship and Drivers License.pdf	01/21/2021
QUESTIONNAIRE	UB Q P1.jpg	01/21/2021
QUESTIONNAIRE	UB Q P2.jpg	01/21/2021
ALIEN STATUS	Uwe Boer Drivers License Front.jpg	01/21/2021
ALIEN STATUS	Uwe Boer Drivers License Back.jpg	01/21/2021
MISCELLANEOUS	f51702basicpermit_20201217_114021 (1).pdf	01/25/2021
DIAGRAM/FLOOR PLAN	Celestial Artisan Meads - Floor Plan (2).pdf	01/26/2021
	Heather Hurst Address Information.docx	02/09/2021

DEPARTMENT OF THE TREASURY - ALCOHOL AND TOBACCO TAX AND TRADE BUREAU

BASIC PERMIT

(Under Federal Alcohol Administration Act)

1. PERMIT NUMBER

AZ-W-21096

2. DATE OF PERMIT

12/17/2020

5. NAME AND ADDRESS OF PERMITTEE (Number and street, city or town, State and Zip Code)

CELESTIAL ARTISAN MEADS LLC

100 EASY ST STE 100
CAREFREE, AZ 85377

3. REGISTRY NUMBER (if applicable)

BWN-AZ-21091

4. DATE OF APPLICATION

11/02/2020



21 FEB 23 11:41 AM '21

6. TRADE NAMES AUTHORIZED BY THIS PERMIT (Trade name approval does not constitute approval as a brand name for labeling purposes. If needed, list on reverse or use continuation sheet.)

7. PERMIT GRANTED FOR (ONE TYPE OF OPERATION ONLY)

Pursuant to the application of the date indicated in item 4, you are authorized and permitted to engage, at the above address, in the business of:

- a. Distilled Spirits - distiller rectifier (processor) warehouseman and/or warehouseman and bottler and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the distilled spirits so distilled or rectified, or warehoused and bottled, or the wines so rectified,
- b. Wine - producer and blender blender and while so engaged, to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the wine so produced or blended,
- c. Importer - importing into the United States the following alcoholic beverages: while so engaged, to sell, offer to deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so imported,
- d. Wholesaler - Purchasing for resale at wholesale the following alcoholic beverages: while so engaged, to receive or to sell, offer or deliver for sale, contract to sell or ship, in interstate or foreign commerce, the alcoholic beverages so Purchased.

21 JAN 26 11:41 AM '21

This Permit is conditioned upon your compliance with the Federal Alcohol Administration Act; the Twenty-first Amendment and laws relating to its enforcement; all other Federal laws relating to distilled spirits, wine, and malt beverages, including taxes with respect to them; the Federal Water Pollution Control Act; and, all applicable regulations made pursuant to law which are now, or may hereafter be, in force.

This basic permit is effective from the date shown above and will remain in force until suspended, revoked, annulled, voluntarily surrendered, or automatically terminated.

THIS PERMIT WILL AUTOMATICALLY TERMINATE THIRTY DAYS AFTER ANY CHANGE IN PROPRIETORSHIP OR CONTROL OF THE BUSINESS, unless an application for a new basic permit is made by the transferee or permittee within the thirty day period. If an application for a new basic permit is timely filed, the outstanding basic permit will continue in effect until the application is acted on by the District Director, Alcohol and Tobacco Tax and Trade Bureau.

THIS PERMIT IS NOT TRANSFERABLE. ANY CHANGE IN THE TRADE NAME, CORPORATE NAME, MANAGEMENT OR ADDRESS OF THE BUSINESS COVERED BY THIS PERMIT, OR ANY CHANGE IN STOCK OWNERSHIP (MORE THAN 10%) MUST BE REPORTED TO THE NATIONAL REVENUE CENTER OR PUERTO RICO FIELD OFFICE WITHOUT DELAY.

THIS IS AN	<input checked="" type="checkbox"/> ORIGINAL PERMIT
REASON FOR AMENDMENT	<input type="checkbox"/> AMENDED PERMIT
SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL	DATE OF AMENDMENT

SIGNATURE AND TITLE OF AUTHORIZED TTB OFFICIAL

Sandra Brown

FOR JOHN J. MANFREDA, ADMINISTRATOR



Arizona Department of Liquor Licenses and Control
 800 W Washington 5th Floor
 Phoenix, AZ 85007-2934
 www.azliquor.gov
 (602) 542-5141

21 JAN 26 11:41 AM '17

QUESTIONNAIRE
 A.R.S. § 4-202, 4-210
 Type or Print with Black Ink

804.979

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 135535

1. Check the Appropriate Box →

<input checked="" type="checkbox"/> Controlling Person	<input checked="" type="checkbox"/> Agent	<input type="checkbox"/> Premises Manager (complete all questions except #12)
--	---	--

2. Name: HURST, HEATHER LEIGH Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: INDEPENDENCE, AZ, USA Height: 5'7" Weight: 120 Eyes: BLUE Hair: BLONDE
City State COUNTRY (not county)

5. Name of current/most recent spouse: KLINE, RONALD LAWRENCE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? Yes No If yes, what is your date of residency: 10/91

7. Daytime telephone number: 480-217-9985 E-mail address: heatherhurst73@gmail.com

8. Business Name: CELESTIAL ARTISAN MEADS Business Phone: 480-217-9985

9. Business Location Address: 100 EASY STREET #100, CAREFREE, AZ MARICOPA 85377
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
1/21	CURRENT	34042 Nivasari Dr., Scottsdale, AZ 85262	
10/18	12/20	RESPIRATORY THERAPY MGR	Insomnia & Sleep Institute of AZ, 8350 E Hartford
3/15	10/18	Respiratory mgr	Valley Healthcare Group, 8330 E Hartford #100 Scottsdale AZ 85255
			2398 W Broadway Rd Mesa, AZ 85202 AP

(ATTACH ADDITIONAL SHEET IF NECESSARY)



State of Arizona
 Department of Liquor Licenses and Control
 800 W. Washington 5th Floor
 Phoenix, AZ 85007
 (602) 542-5141

**ARIZONA STATEMENT OF CITIZENSHIP
 OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) Heather Leigh Hurst

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? Yes No

If Yes, indicate place of birth:

City Independence State (or equivalent) Missouri Country or Territory USA

If you answered Yes, 1) Attach a legible copy of a document from the attached list.

2) Name of document: AZ Driver's License (AP)
 Go to Section IV.

If you answered No, you must complete Section III and IV.

21 FEB 23 09:16:PM 211

SECTION IV - DECLARATION

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Heather L. Hurst

Individual Owner/Agent Printed Name

[Signature]

Individual Owner/Agent Signature

1/26/2021

Today's Date

AP

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

To whom it concerns,

Heather Hurst listed at: (on her Drivers License)

6107 N Granite Reef Rd

Scottsdale AZ 85250

Is Heather Hurst listed at: (this is current and correct)

36642 N Visari Dr

Scottsdale AZ 85262

The DMV information has been updated. The DMV is currently not allowing new photos to be taken and/or updated Licenses.

Thanks Heather Hurst

24 FEB 23 14:14:14 PM '11

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)


FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
09/2010	CURRENT	21202 N 33rd Drive, Phoenix, AZ 85027

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below, If NO, skip to #14. Yes No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? Yes No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 Yes No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY	
I (Print Full Name) <u>Uwe Boer</u> hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.	
Signature: <u><i>Uwe Boer</i></u>	State of <u>Arizona</u> County of <u>Maricopa</u> The foregoing instrument was acknowledged before me this
My Commission Expires on: _____	<u>19th</u> Day of <u>January</u> , <u>2021</u> Day Month Year
 STEPHANIE HERNANDEZ Notary Public - State of Arizona MARICOPA COUNTY Commission # 558768 Expires December 6, 2022	<u><i>Stephanie Hernandez</i></u> Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Uwe Boer SIGNATURE: _____

Agenda Item #8

Corrected as of April 5, 2021

10:00 a.m.



**TOWN OF CAREFREE, ARIZONA
RESOLUTION #2021-06**

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE MAYOR OF THE TOWN OF CAREFREE TO INSTRUCT THE ATTORNEY FOR THE TOWN OF CAREFREE TO TAKE ALL ACTIONS NECESSARY OR CONVENIENT TO ACQUIRE AND SEEK IMMEDIATE POSSESSION OF REAL PROPERTY IN FEE TITLE OR ANY LESSER INTEREST THEREIN NECESSARY FOR THE LOCATION, CONSTRUCTION, OPERATION, AND MAINTENANCE OF A WATER STORAGE RESERVOIR AND RELATED FACILITIES BY DONATION, PURCHASE, EXCHANGE, OR THE EXERCISE OF EMINENT DOMAIN, PLUS USUAL AND CUSTOMARY CLOSING COSTS AS MAY BE NECESSARY TO FURTHER THE PURPOSE OF THIS ACQUISITION; AND FURTHER AUTHORIZING THE DISBURSEMENT OF ALL NECESSARY FUNDS FOR THESE PURPOSES.

WHEREAS, providing adequate water service to the public is a proper public purpose; and

WHEREAS, the construction, operation, and maintenance of a water storage reservoir and related facilities will further that public purpose; and

WHEREAS, the Town of Carefree, Arizona Utilities Community Facilities District ("UCFD") and the Town of Carefree desire to act to achieve that public purpose by mutual cooperation for the benefit of the citizens of the UCFD and the Town; and

WHEREAS, the property to be acquired, legally described in Exhibit "A" and mapped in Exhibit "B" incorporated by reference, is necessary for the construction, operation, and maintenance of a water storage reservoir and related facilities as determined by the UCFD; and

WHEREAS, the UCFD has considered various alternative sites and plans, and has concluded that the location of the storage tank on the property to be acquired is consistent with the greatest public good and least private injury; and

WHEREAS, the Town of Carefree has independently assessed the necessity to locate the water storage reservoir on the property to be acquired, and concurs with the findings of the UCFD, as set forth above, as to the necessity of the property for the proposed use, and that the location of the storage tank on the property to be acquired is consistent with the greatest public good and least private injury; and

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Common Council of the Town of Carefree, Maricopa County, Arizona that the Mayor is hereby authorized to instruct the attorney for the Town of Carefree to take all actions necessary or convenient to acquire the

real property legally described in Exhibit "A" and mapped in Exhibit "B" in fee title or any lesser interest therein, and to take immediate possession thereof, for the location, construction, operation, and maintenance of a water storage reservoir and related facilities by donation, purchase, exchange, or the exercise of eminent domain; execute professional services contracts in order to facilitate the acquisition of the property and property interests; and further authorizing the disbursement of funds for these purposes.

PASSED AND ADOPTED BY the Mayor and Common Council of the Town of Carefree, Arizona, this ___ day of _____, 2021.

Ayes ____ Noes ____ Abstentions ____ Absent ____

TOWN OF CAREFREE, an
Arizona Municipal Corporation

Les Peterson, Mayor

ATTEST:

Kandace French, Town Clerk

APPROVED AS TO FORM:

Michael W. Wright, Town Attorney

Exhibit "A"

January 6, 2021

LEGAL DESCRIPTION
BOULDERS WATER TANK SITE
TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT

That portion of Tract R-1 of Boulders Carefree 4 Phase 1 recorded in Book 173 of Maps, Page 38, Maricopa County Records, located in a portion of the Northeast Quarter of Section 3, Township 5 North, Range 4 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the G.L.O. Brass Cap marking the East Quarter Corner of said Section 3, from which the Maricopa County Highway Department Brass cap in hand hole marking the Northeast Corner of said Section 4 bears North $00^{\circ}10'35''$ West, a distance of 2,618.57;

Thence North $89^{\circ}57'53''$ West, along the South line of the Northeast Quarter of said Section 4, a distance of 70.01 feet to a Rebar with cap marked LS#33851 and the True Point of Beginning;

Thence continuing North $89^{\circ}57'53''$ West, along said South line, a distance of 240.00 feet to a point on the Easterly right-of-way for Tom Darlington Drive;

Thence North $09^{\circ}24'08''$ East, along said Easterly right-of-way, a distance of 177.36 feet;

Thence South $89^{\circ}57'53''$ East, departing said easterly right-of-way, a distance of 170.00 feet;

Thence South $00^{\circ}02'07''$ West, a distance of 120.00 feet;

Thence South $36^{\circ}45'23''$ East, a distance of 68.68 feet to the True Point of Beginning.

Containing 33,407 Square Feet or 0.767 Acres, more or less.

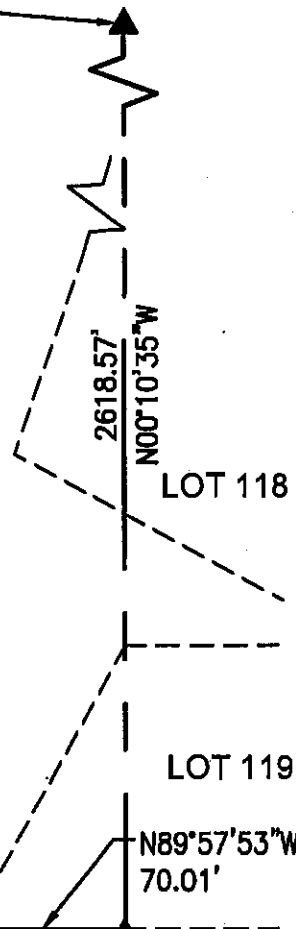
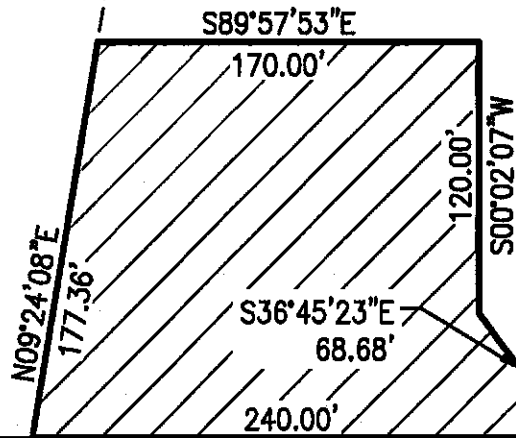


Exhibit "B"

NORTHEAST CORNER, SECTION 3
TOWNSHIP 5 NORTH, RANGE 4 EAST

TOM DARLINGTON DRIVE

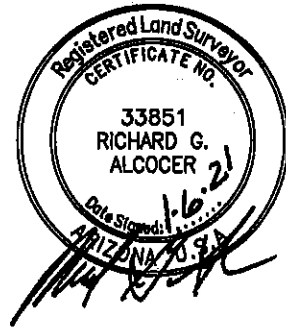
TRACT R-1
BOOK 173 OF MAPS, PAGE 38



LOT 118

LOT 119

POINT OF BEGINNING
EAST 1/4 CORNER, SECTION 3
TOWNSHIP 5 NORTH, RANGE 4 EAST
POINT OF COMMENCEMENT



SCALE 1" = 80'
EXHIBIT
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
<http://www.cvlci.com>

TOWN OF CAREFREE, ARIZONA
UTILITIES COMMUNITY FACILITIES DISTRICT
BOULDERS WATER TANK SITE

1 OF 1



RESOLUTION 2021-04

**CONTRACT FOR SERVICES AS
PRESIDING MAGISTRATE OF
THE CAREFREE – CAREFREE CONSOLIDATED MUNICIPAL COURT**

WHEREAS, under the provisions of A.R.S. § 22-402, the Common Council of the Town of Carefree ("the Council") is required to establish a Municipal Court; and

WHEREAS, during the month of October, 2013 the Town of Carefree, the Town of Cave Creek and the Honorable Norman J. Davis, Presiding Judge of Maricopa County Superior Court agreed to the terms of an Intergovernmental Agreement for the Town of Carefree to operate the Carefree-Cave Creek Consolidated Municipal Court.

WHEREAS, pursuant to the Carefree Town Code Article 4-1 and Section 4-2-1, this Consolidated Municipal Court is to be supervised and managed by a Presiding Magistrate who shall be appointed by the Carefree Town Council at a salary or other compensation as the Carefree Town Council may determine at the time of such appointment; and

WHEREAS, the current Presiding Magistrate Stephanie A. Olohan has accepted a full time position with the City of Mesa Municipal Court.

WHEREAS, over the past month, the Town's selection committee has vetted and interview applicants to fill the vacancy and recommends.

WHEREAS, the committee recommends Tara E. Parascandola as the Consolidated Court's next Presiding Magistrate.

WHEREAS, the parties have agreed to the following contractual terms:

NOW THEREFORE, it is agreed that Tara E. Parascandola will serve as the Presiding Magistrate of the Carefree-Cave Creek Consolidated Municipal Court and will simultaneously serve as Carefree's Juvenile Hearing Officer for the term of four years commencing on April 7, 2021, and ending on April 1, 2025, under the following terms and conditions unless the contract is renegotiated and/or renewed by the parties.:

1. The compensation of the Presiding Magistrate shall be Three Thousand Seven Hundred and Fifty dollars (\$3,750) per month, payable on the last business day of each month. Compensation shall be increased by 3% effective the first day of July beginning July 2022.
2. The position of Presiding Magistrate and the duties of that Office are set forth in Sections 4-2-4 and 4-3-1(A) of the Carefree Town Code. The Presiding Magistrate will fulfill the duties and responsibilities of the office in compliance with the Constitution and laws of the State of Arizona, the ordinances of the Town of

Carefree, and the Code of Judicial Responsibility adopted by the Supreme Court of the State of Arizona.

3. The parties intend that the relationship created by the contract shall be that of service recipient and independent contractor and not that of employer and employee. In this regard, the Presiding Magistrate shall retain the exclusive right to control and direct all details of her work. None of the benefits, if any, which are provided by the Town of Carefree ("the Town") to its employees, shall be available to the Presiding Magistrate. The Presiding Magistrate's exclusion from benefit programs maintained by the Town is a material term of the terms of compensation negotiated by the parties. The Presiding Magistrate acknowledges that, as independent contractor, the Presiding Magistrate shall not be entitled to workers compensation benefits from the Town.
4. It is understood that the position of the Presiding Magistrate does not entitle the appointee to any benefits or salary in addition to the compensation set forth herein. The appointee will manage the schedule of the Court so as to minimize the number of hours per month that a Pro Tem Magistrate is called in to sit in the place of the Presiding Magistrate. If the total annual hours (based upon calendar year) of Pro Tem Magistrate services exceed twenty (20) hours, the additional hours paid to a Pro Tem Magistrate shall be deducted from the December invoice of the Presiding Magistrate services. For the initial year of the contract, New Judge Orientation training shall be exempt from the annual twenty (20) hour Pro Tem Magistrate limitation.
5. The Presiding Magistrate shall be reimbursed for out-of-pocket expenses incurred in the attendance of the Supreme Court-mandated continuing education seminars and required Arizona State Bar membership dues.
6. The appointment and contract will terminate as of the effective date of any action taken by the Carefree Town Council for the elimination of the Municipal Court, pursuant to A.R.S. §22-402.
7. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, and understandings written or oral, are hereby superseded and merged into this Agreement.

DATED this 6th day of April, 2021.

FOR THE TOWN OF CAREFREE

Tara E. Parascandola
Presiding Magistrate
Carefree-Cave Creek Consolidated Court

Les Peterson, Mayor

Agenda Item: #



TOWN OF CAREFREE
INFORMATION SUMMARY

MEETING DATE: April 6, 2021

SUBJECT: Presentation and staff update regarding the implementation of the Village Center Master Plan and discussion for creating a redevelopment area per Arizona Revised Statute Chapter 12 Article 1 to aid in Town Center Revitalization

ATTACHMENTS: Exhibit A – Implementation Matrix

SUMMARY:

In May 2015, The Town adopted The Town of Carefree Village Center Master Plan, conducted by Michael Baker International. This included an extensive process of stakeholder engagement, and provided a detailed document outlining the existing conditions and recommendations to revitalize the Town Center.

These recommendations were additionally summarized into an Implementation Matrix, which is attached and Exhibit A. The purpose of this update is to review the implementation progress of the plan, and provide further recommendations on further improving the Town's ability to further implement the established recommendations.

Specifically, staff has concluded that several of the action items are difficult to achieve without the creation of a formal redevelopment area. A redevelopment area is a revitalization mechanism provided by Arizona Revised Statute, Title 36 Article 12. Redevelopment areas allow communities:

1. Establish a marketable plan for revitalization.
2. Allow jurisdictions greater flexibility to acquire and dispose of property.
3. Enhance the level of financial tools available to implement the revitalization plan.
4. Allow for public/private partnerships.
5. Encourage greater development diversity, and efficient and sustainable land uses.

The process is simple:

1. Town Council establishes the need and boundaries for a redevelopment area. Need is determined by meeting one of the 9 requirements in ARS 36-1471. Carefree Town Center meets 6 of the 9 requirements including defective street layout, unsafe conditions, deterioration of site or other improvements, diversity of ownership, obsolete platting, existence of conditions that endanger life or property by fire or other causes.
2. Town adopts a redevelopment plan.
3. The Town may choose to create a separate redevelopment commission.

As simple as the process is, property-owner input is required, and key component. Prior to establishment of the redevelopment boundaries, 30-day notice is required to each property owner in the area boundaries, as well as prior to the adoption of the redevelopment plan. The plan itself needs to be adopted by the Planning Commission, and 2/3 vote of Town Council.

Generally, these plans require extensive stakeholder input. The Town in 2014 and 2015 underwent an extensive process of evaluating and creating both the ULI study and the Village Center Master Plan. The latter, in essence, is a redevelopment plan. In further conversation with Michael Baker International, the Village Center Master Plan was created with the idea of it being utilized as a formal redevelopment plan.

As part of this introduction and discussion, staff recommends that we initiate the process of creating a redevelopment area, using the current Village Center Master Plan as the backbone to the redevelopment plan. The process we recommend is:

1. Hold a Planning Commission Workshop to evaluate the boundary recommendation and plan, and discuss potential redevelopment plan modifications and updates. Staff is considering extending this boundary to include the southwest corner Tom Darlington Drive and Cave Creek Road.
2. Approve and establish the Redevelopment Boundaries, by Council Resolution
3. Update the current Town Center Master Plan
4. Take the revised Master Plan to Planning and Zoning Commission for approval
5. Take the revised Master Plan to Town Council for approval

Note: At this time, staff does not recommend a separate redevelopment commission, and can utilize the EDTAP and Planning Commission to review individual redevelopment projects, programs and initiatives.

Almost every community in the Phoenix Metropolitan Area uses redevelopment areas. Some are area wide, and some are dedicated to commercial revitalization. Cities like Phoenix, Scottsdale, Gilbert, Chandler, Peoria and Mesa have effectively used redevelopment areas to revitalize downtown and spur commercial development.

What's the risk? There really is none. The designation does not have a negative impact on the community or properties, and generally enhances the viability of infill sites, public properties and increases investment in privately-owned buildings.

What's to gain? A cohesive plan for the future, greater tools to incentivize development, enhanced access and safety, more efficient use of land, and sustainable future revenue to help pay for public services.

The one tool that generally creates the majority of discussion, is the use of eminent domain. Redevelopment statutes do allow the Town to exercise the use of eminent domain to acquire properties for purposes of eliminating nuisances or blight, and further implement the redevelopment plan. Jurisdictions have used this in different ways, and as part of any potential further resolution can further be defined by policy.

Exhibit A
 Village Center Master Plan Update
 Implementation Matrix













Key

Green – Completed Major Tasks

Red – Has not yet been Addressed

Yellow – Actively in Process

Purple – Requires Further Action (Redevelopment Area Designation)

Strategy	Recommendation	Key Players		Priority Action	Short Term (0-2 Years)	Medium Term (2-5 Years)	Long Term (5+ Years)
		Lead Entity	Partners		Implementation Phase		
							
Strategy 1 Improve the Village Center's Visibility and Access	Celebrate the points of arrival into the Village Center to counteract the inward facing design.	Town of Carefree	Business Development Task Force; Beautification and Aesthetics Team; Business owners; Property owners; local organizations	Designate primary entrances into the Village Center along Tom Darlington Dr and Cave Creek Rd and place gateway features.			
	Decrease number of entry drives along Tom Darlington Drive and Cave Creek Road.	Town of Carefree	Business owners; Property owners				
	Establish a hierarchy of street typologies.	Town of Carefree	Business owners; Property owners; Management Companies				

Strategy	Recommendation	Key Players		Priority Action	Short Term (0-2 Years)	Medium Term (2-5 Years)	Long Term (5+ Years)
		Lead Entity	Partners		Implementation Phase		
					On-Going Implementation		
	Build-upon the Village Center's pedestrian and bicycle friendly design.	Town of Carefree	Business Development Task Force; Beautification and Aesthetics Team; Business owners; Property owners; local Resorts; Organizations				
	Create additional parking opportunities.	Town of Carefree	Business owners; Property owners;	Identify and acquire properties for preservation of future parking alternatives			
Strategy 2 Foster development of a strong retail, residential, entertainment, and service core in the Village Center	Identify and pursue key anchor projects in strategic locations that can be a catalyst for economic change.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property Management Companies; Chamber;	Continue to collaborate with potential anchor/cultural partners, including ASU, Performing Arts, Hotels or others			
	Help foster the growth of existing Village Center business establishments.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property Management Companies; Chamber; US Small Business Administration – Development Centers	Conduct business visitations of all Village businesses and rank highest needs accordingly			
	Revitalize existing commercial areas/buildings through redevelopment, rehabilitation, and adaptive reuse.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property Management Companies; Chamber; US Small Business Administration – Development Centers	Identify empty space in the Village Center that can be programed for pop up retail during peak seasons; meet with the property owner(s)			
	Develop a recruitment campaign targeting specific restaurant and retail business establishments.	Town of Carefree	Village Marketing Advisory Committee; Business Development Task Force; Business owners; Property owners; Property Management Companies; Chamber	Create a list of potential prospects to pursue; develop marketing material; meet with local real estate brokers to review			
	Establish the Village Center as the next great neighborhood.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property managers				
	Consider purchasing available properties to directly guide/seed redevelopment efforts.	Town of Carefree	Property owners				
	Modify existing land use policies.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property managers	Amend zoning ordinance and design guidelines to promote Master Plan Vision			

Strategy	Recommendation	Key Players		Priority Action	Short Term (0-2 Years)	Medium Term (2-5 Years)	Long Term (5+ Years)
		Lead Entity	Partners		Implementation Phase		
					On-Going Implementation		
Strategy 3 Enhance the Village Center Experience	Foster characteristics that set the Village Center apart from other places in the Valley.	Town of Carefree	Business Development Task Force; Beautification and Aesthetics Team	Be audacious, move away from "sameness" and focus on the whimsical character of Carefree's history			
	Enhance the Village Center's prominence through iconic imagery.	Town of Carefree	Business Development Task Force; Beautification and Aesthetics Team; Business owners; Property owners; Property Management Companies; Chamber; Sonoran Arts League	Research the feasibility of creating public art program; review other cities programs on how art is funded and how artists are selected			
	Create incentives for commercial building and site improvements.	Town of Carefree	Business Development Task Force; Business owners; Property owners; Property Management Companies; Chamber	Launch a volunteer "façade makeover" demonstration project		Formal Incentive program	
	Work with businesses to improve their physical presentation as well as enhance the presentation of empty storefronts.	Town of Carefree	Business Development Task Force; Beautification and Aesthetics Team; Business owners; Property owners; Property Management Companies; Chamber	Develop and distribute a 12-month window display calendar and guide; Hold a Visual Merchandising Workshop to kick off the Window Display Calendar initiative			
	Encourage exploration by improving wayfinding and signage.	Town of Carefree	Village Marketing Advisory Committee; Business Development Task Force	Develop a sign package; repurpose and relocate existing signage to better guide unfamiliar visitors to the Village Center; place a directory kiosk in Desert Garden to direct visitors to Village shops off Easy Street			
	Activate the Desert Gardens during non-event periods.	Town of Carefree	Business Development Task Force	Explore introducing coffee cart (in season) or ice cream kiosk (off season) with seating during weekend periods to energize gardens			
	Improve sightlines through the Village Center.	Town of Carefree	Beautification and Aesthetics Team	Strategically trim/thin vegetation in Desert Gardens to maintain shade and promote key view corridors			
Strategy 4 Market and Promote the Village Center	Develop a logo and slogan to strengthen the Village Center's brand.	Town of Carefree	Village Marketing Advisory Committee (see Strategy 5)	Select a graphic artist or initiate a competition to develop a Village Center logo/slogan			

Strategy	Recommendation	Key Players		Priority Action	Short Term (0-2 Years)	Medium Term (2-5 Years)	Long Term (5+ Years)
		Lead Entity	Partners		Implementation Phase		
					On-Going Implementation		
	Create a comprehensive Village Center marketing plan	Town of Carefree	Village Marketing Advisory Committee (see Strategy5)	Draft a Marketing Plan identifying key markets and the types of promotional and advertising tactics to reach them. Present the plan to the businesses, supporting organizations and venues for input			
	Encourage businesses and organization to coordinate the advertising efforts	Town of Carefree	Village Center businesses and local organizations	Host a meeting to discuss where, what and how businesses/organizations are advertising and are there opportunities to collaborate			
	Enhance web, social media, and e-marketing campaigns	Town of Carefree	Village Marketing Advisory Committee (see Strategy5)	Establish which URL will be used for the primary visitor website, draft recommendations of how to improve engagement and "likes" on facebook page, draft strategies of how to capture emails during events			
	Leverage local markets to boost the Center's Commerce	Town of Carefree	Village Marketing Advisory Committee; businesses	Hold a meeting with businesses to identify one initial or a series of promotions to reach consumers. Meet with Local First Arizona			
	Strategically program and manage the calendar of events	Town of Carefree	Village Marketing Advisory Committee; Promoters of events; businesses;	Evaluate current calendar of events and draft new recommendations. Look for "low hanging fruit" (such as seasonal events, continue movies in the Pavilion)		Phase in new events	
	Continue to work towards all businesses being open year round	Town of Carefree	Village Marketing Advisory Committee; Businesses	Launch some type of "open one night a week during the summer (i.e. After the Sun Sets)" promotion			
	Support the Visitor Center on Easy Street as the primary visitor information outlet.	Chamber	Town of Carefree; Village Marketing Advisory Committee	Strive to have the Visitor Center open on the weekends during high season			
Strategy 5 Develop a Strong Organizational Structure	Build and sustain a strong downtown network and organizational structure.	Town of Carefree	Business owners; property owners; organizations; Chamber; Promoters; citizens	Form a Village Center Alliance or Collaborative; within Alliance create task groups or teams (such as Marketing Advisory Committee; Business Development Task Force; Beautification and Aesthetics Team) to assist with implementation of the Village Master Plan			

Strategy	Recommendation	Key Players		Priority Action	Short Term (0-2 Years)	Medium Term (2-5 Years)	Long Term (5+ Years)
		Lead Entity	Partners		Implementation Phase		
					On-Going Implementation		
	Maintain the Marketing and Communication Director Position	Town of Carefree		Continue to maintain a staff point person that can focus on implementing the specific recommendations of this plan and assist in communication between the Town and the Center property/business owners.			
	Maintain consistent communication regarding the Carefree Village Center Master Plan.	Town of Carefree	Leaders of each committee or task force or team	Hold a meeting with the property owners and management companies to discuss Master Plan recommendations and gather feedback of what is important to them; Implement a Village Center Update in COINS			

TOWN OF CAREFREE
INFORMATION SUMMARY

MEETING DATE: April 6, 2021

SUBJECT: Review, discussion and possible action to approve Amendment to the existing Contract Comprehensive Sign Plan contract with Kimley-Horn, for \$63,500, to include circulation and parking analysis and recommendations.

ATTACHMENTS: Exhibit A – Original Contract, Exhibit B – Amended Scope and Pricing

SUMMARY:

On March 3, 2020, Town Council approved the attached contract for services submitted by Kimley-Horn. The award for this contract centered around the capabilities of Kimley-Horn to create a comprehensive Sign Plan for Town Center, and the delivery of a comprehensive signage package. Due to COVID-19, the project was placed on hold, and the Town further assessed other issues facing Town Center, which include parking accessibility, and pedestrian and vehicular access.

To ensure that Comprehensive Sign Plan addressed these issues, staff asked Kimley-Horn to further revise the scope of work to include recommendations and conceptual drawings for improved pedestrian access, a complete parking study and improved vehicular access. In addition, the Town is further considering the narrowing of both Tom Darlington Drive and Cave Creek Road to provide a better sense of arrival, slow traffic, and improve pedestrian access and safety. This revised scope also includes recommendations for accomplishing this objective, and will include conceptual drawings, 15% construction drawings and cost estimates for required improvements.

The original approved project cost is \$74,310. Per Section 1 of the contract standard provisions, the Town may amend the scope. Based upon further review of the qualifications of the consultant, and this scope, staff recommends amending the scope of work and amending the overall project cost per Exhibit B. The additional cost is \$63,500, for a total contract cost of \$137,810. Kimley-Horn did take into account savings obtained through the original contract.

Exhibit A

Professional Services Agreement: Comprehensive Sign Plan for Town Center



February 4, 2020

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

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

Dear Ms. Bridge-Denzak:

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

SCOPE OF SERVICES

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

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

1.1 Project Kickoff

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

1.2 Information Gathering of Background and Resource Material

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

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

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

1.3 Field Reviews

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

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

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

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

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

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

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

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

1.4 Technical Memo A: Summary of Field Review Findings

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

Task 1 Deliverables:

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

Task 2: Identification of Wayfinding Strategies

2.1 Wayfinding Strategies

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

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

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

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

2.2 Technical Memo B: Identification of Wayfinding Strategies

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

Task 2 Deliverables:

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

Task 3: Wayfinding Signage Design and Messaging

3.1 Signage Design and Messaging Recommendations

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

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

3.2 Technical Memo C: Wayfinding Design and Messaging Recommendations

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

Task 3 Deliverables:

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

Task 4: Wayfinding and Signage Plan

4.1 Comprehensive Sign Plan for Town Center

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

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

4.2 Technical Memo D: Comprehensive Sign Plan for Town Center

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

Task 4 Deliverables:

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

ADDITIONAL SERVICES

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

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

INFORMATION PROVIDED BY CLIENT

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

FEE AND EXPENSES

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

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

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

CLOSURE

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

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

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

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

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

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



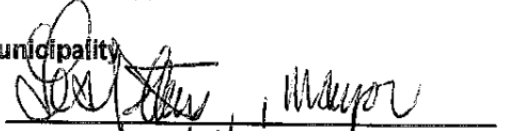
Rebeca Field, PLA
Project Manager



Brent Crowther, PE, PTOE
Vice-President

Town of Carefree

A Municipality


3/4/20

(Date)

Les Peterson, Mayor

(Print or Type Name and Title)

Mayor@Carefree.org

(Email Address)

[Signature], Witness
Kandace French Contreras

(Print or Type Name)



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

Attachment – Standard Provisions

KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(15) **Construction Phase Services.**

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

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

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

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

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

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

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

DERIVATION OF COST PROPOSAL SUMMARY

(Figures Rounded To The Nearest \$1)

KIMLEY-HORN DESIGN BASE FEE

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

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

ESTIMATED OUTSIDE SERVICES AND CONSULTANTS

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

ESTIMATED DIRECT EXPENSES

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

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

Consultant Firm Signature

Date

Exhibit B

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

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

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

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

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

Project Understanding

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

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

Consultant will perform the following services:

Task No. 1 – Data Collection and Stakeholder Engagement

1.1 – Data Collection

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

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

1.2 – Stakeholder Engagement

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

Task No. 2 – Parking Supply and Demand Evaluation

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

2.1 – Parking Inventory

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

2.2 – Parking Occupancy

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

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

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

Task No. 3 – Project Assessment

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

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

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

The PA will generally adhere to the following outline:

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

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

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

Task No. 4 – High-Level Schematic Design

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

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

Task No. 5 - Engineer’s Cost Estimate

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

Compensation

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

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

CLIENT:

TOWN OF CAREFREE

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Title: _____

Date: _____

Agenda Item: #



TOWN OF CAREFREE
INFORMATION SUMMARY

MEETING DATE: April 6, 2021

SUBJECT: Approval of the Communications and Community Engagement Element to the Council Strategic Work Plan 2020-2022

ATTACHMENTS: Resolution and 24-Month Communications and Community Engagement Plan

SUMMARY:

In the fall of 2020 Town Council held multiple visioning sessions, from which, Town Council created the Council Strategic Work Plan 2020-2022. Within this plan, four pillars were identified. One of those pillars being communications, marketing, and community engagement.

As part of this conversation, it was agreed upon that the Town would hire a Communications Coordinator, with the first task of that Coordinator to create the 24-month Communication and Community Engagement Plan. On January 2nd, this position was filled.

Attached to this memo is Council Resolution to approve the 24-month Communication and Community Engagement Plan. The process for creating the plan included input from staff, members of the community, businesses, and Council members. This initial plan creates the basic framework for how the Town will communicate and engage.

As with any plan, we will continually monitor implementation and success, develop metrics and update Council on progress, which will be presented with future updates on the Council Work Plan.

Staff recommends Council approval of Resolution 2021-05.

RESOLUTION #2021-05

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF CAREFREE, ARIZONA, APPROVING THE COMMUNICATION AND
COMMUNITY ENGAGEMENT COMPONENT OF THE 2020-2022 TOWN COUNCIL
STRATEGIC WORK PLAN**

WHEREAS, the Town Council has conducted a series of public workshops on September 29, October 13, and November 18, 2020;

WHEREAS, the purpose of these public workshops were to develop a strategic work plan for the Council;

WHEREAS, one of the elements of this strategic work plan specifically focused on the implementation of an Communications and Community Engagement Plan;

WHEREAS, the attached document (Exhibit A) outlines the principle objectives for the Communications and Community Engagement Plan;

WHEREAS, staff will incrementally present to Council updates on the status of the Communications and Community Engagement Plan;

WHEREAS, the document input from: Staff, Council, and Members of the Community.

WHEREAS, this Resolution will formally adopt this publicly available and vetted work plan;

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Town Council of the Town of Carefree, Arizona that the attached document will be a component of the Council Strategic Work Plan 2020-2022, and will act as the Town Council approved goals, objectives and tasks, pertaining to the Communications and Community Engagement Component.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Carefree, Arizona, this 6th day of April, 2021.

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

FOR THE TOWN OF CAREFREE

ATTESTED TO:

Les Peterson, Mayor

**Kandace French-Contreras,
Town Clerk**

APPROVED AS TO FORM:

Michael Wright, Town Attorney

EXHIBIT A

Communications and Community Engagement Plan 2021-2022 Work Plan Objective

Developing a communication plan focuses our message and reaches the appropriate target audience. It can also influence the efficiency and simplicity of our communication methods. The communication plan's objective clarifies the relationship between audiences, messages channels, activities, and material. Overall, this builds a working relationship with our business and our community.

The steps involved in creating a communications plan are 1. Establishing goals 2. Defining key audiences 3. Identifying key messages 4. Creating a tactical outreach plan.

In the Town's communication plan, the goal to improve the communication as an organization entirely. That means improve the communication between our businesses, the communication to our residents, our communication internally, and our communication externally to visitors and potential residents.

1. Improve Communication to Residents.

Communication outreach delivers key messages to a targeted audience, ultimately resulting in greater education of the community about programs or issues.

A comprehensive strategy featuring a diversity of audience-appropriate programs and resources will help achieve maximum outreach and efficient information sharing.

2. Strengthen Communication with the Businesses

Relationship building is key to success in the long term. It is important to devote attention to this essential business activity. Nurturing the needs of any businesses can go a long way to forging relationships that last.

3. Improve Internal Communication and Process

If we support an atmosphere for clearly setting expectations, being candid with one another, and communicating frequently, we can avoid having to prepare for formal, prescheduled conversations to address lingering issues. Instead, proactive conversations will be normal, addressing issues as they emerge, and nipping things in the bud.

4. Improve external community outreach.

Communication outreach plays a key role in our overall marketing strategy. As with anything we do online, such as using social media and peppering our site with SEO keywords, we need an effective strategy, so we do not unintentionally turn off potential visitors, future homeowners, and current residence.

Strategies and tools

Newsletter (COINS)

Creating a newsletter that can be distributed to the target audiences is one way to communicate with our audience on a regular basis.

- Inviting individuals to the community forum through announcements via email invitation.
- A consistent biweekly newsletter: Every other Monday
 - Having a limited number of messages, we are trying to deliver. If you try to deliver more than three messages in your communication material, they will lose focus, and ultimately your audience will tune out without hearing any of the message.
 - Each message should be concise- short, and focused.
 - Each message should have a fundamental statement- the most important piece of information.
- Business specific newsletter with an updated contact list
- Staff specific newsletter

Website

Having a good website for our Town is even more important now that technologies like Twitter and Facebook make it easier for more people to find us.

Websites have become necessary for every business, brand, institution, organization, and individual. A successful website provides growth and opportunity for businesses to thrive in the future.

- A redesign and restructure of the Carefree.org and Visitcarefree.com website includes.
 - Updated content
 - Aesthetic redesign
 - Enhanced visual elements
 - Changed the structure and usability of the site

Social Media/ Digital Media

At its root, social media is about connecting people to people. Social media helps connect us easier than ever before. This is a great tool for networking and growing a digital presence for little to no advertisement cost.

By honing our expertise, consistently managing our social channels, we greatly increase our visibility and become a thought-leader in our community. Good content gets shared, so if we are consistently posting quality content, the more people who share it, the more people see it.

By the following strategies we can increase our digital presence:

- Consistent posting
- Quality visuals
- Social chatter
- SEO (SEO targets unpaid traffic (known as "natural" or "organic" results) rather than direct traffic or paid traffic. Unpaid traffic may originate from different kinds of searches, including image search, video search, academic search, news search, and industry-specific vertical search engines.)
- Tag, hyperlink, reposting
- Cross promoting between all social platforms
- Cross sharing with other organizations

Social media relating to local businesses.

- Social media- feature story campaign.
 - Featuring a business each week on our social media, highlighting their uniqueness. Represented by visual imagery and a short-written description of business.

Local News outlets

- Establishing a relationship with Local News outlets by cross networking
- Network and cross promote in other cities and towns in Arizona.
- Promoting the Town of Carefree on a state-wide basis
- Marketing and promoting

Posted Publication

By seeing the role and importance of communication in the dialogue, cooperation, promotion, and empowerment, of an active community, in local decision making, the goal is to analyze the forms/ways of communication between the community and local municipality.

For example:

- Attention grabbing and visually appealing information flyers
- Posted information flyers highlighting upcoming events, activities, business information, public information announcement
- Cross promoting in neighboring Towns and Cities with flyers and posters
- Update directories in the Garden

Examples of posted publication:

Establishing a designated Visitor center

- Improve and redesign collateral material.
- Signage communication the location of the visitor center

Business Directory

- Updated directory with all business info and location

Direct outreach

The benefit of building closer bonds with our community has great potential. The closer we become with our community, the better we will understand their needs. It promotes cooperation, everyone feels valued, and community dynamics improve. Dynamics improve, ideas are more constructively challenged, and creativity is boosted. This has a positive impact on overall satisfaction, and performance.

Ways we can strengthen the communication:

- Building a trusting relationship of communication with people in our community.
- Offering layers of transparency
- Having consistent avenue of communication
- Creating and implementing an ambassador group to offer knowledge and resources to people in our community.

Events

Events bring attention and people to our Town. We want to ensure we are bringing people and events that enhance and complement our business. Providing them with the opportunity to benefit from events in our Town.

- Events and activities that promote and enhance our local businesses.
- Community bases events

- Events that incorporate the businesses in our community
 - Earth Day
 - Health and wellness Expo

Communication Policy

Adding a structure to our communication process will maximize productivity. Clarifying staff members' and others' roles in the communication process: By identifying each member contribution to the process and what they are responsible for. A policy will help manage people and their responsibilities during the construction of communication project.

- COINS submission Template
- Communications Project Submission Template

Agenda Item: #



TOWN OF CAREFREE
INFORMATION SUMMARY

MEETING DATE: April 6, 2021

SUBJECT: Street Closure, HoHum from Easy Street to 100 Easy Street, from 5:00PM to 11:00PM April 15-17 and 22-24 to provide safety for Desert Foothills Theater production.

ATTACHMENTS: Exhibit A – Street Closure Map

SUMMARY:

Desert Foothills Theater (DFT) will be producing a live show in the Sanderson Lincoln Pavilion April 15-17 and April 22-24, 2021. To provide for actor safety during shows, DFT has requested the street behind the Pavilion be temporarily closed.

During the November 2020 DFT production, this roadway was closed during the same times, and there were no complaints.

Exhibit A
Closure Area

