

AMENDED

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

WHEN: TUESDAY, AUGUST 3, 2021

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

TIME: 5:00 P.M.

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

The agenda for the meeting is as follows:

CALL TO ORDER

ROLL CALL

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

CONSENT AGENDA

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

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

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

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

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

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

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

CALL TO THE PUBLIC

ITEM #7 **NOTE:** Submission of public comments at Call to the Public must be provided in typed format by email to Kandace@Carefree.org. Comments are to be limited to not more than one-half page, double spaced, 12 point type. No more than one submission per person or legal entity per meeting will be read into the record. Please identify your town or city of residence. Comments that do not comply with the format specified may not be read during this Council meeting. Comments must be received by 12:00 noon on the day of the meeting.

REGULAR AGENDA:

ITEM #8 Current Events.

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

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

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

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

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

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

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

ITEM #16 Adjournment.

DATED this 29th of July, 2021.

TOWN OF CAREFREE

BY: *Kandace French Contreras*

Kandace French Contreras, Town Clerk/Treasurer

Items may be taken out of sequence

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

On your computer:

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

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

A password is not required.

On your phone:

Please call 1-669-900-6833



FOR SPECIAL ACCOMMODATIONS

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

MINUTES OF THE BUDGET HEARING
OF THE CAREFREE TOWN COUNCIL



WHEN: TUESDAY, JUNE 01, 2021

WHERE: ZOOM WEB

TIME: 4:45 P.M.

Town Council Attending:

Mayor Les Peterson
Vice Mayor John Crane
Tony Geiger
Cheryl Kroyer

Town Council Absent:

Vince D'Aliesio
Stephen Hatcher

Staff Present:

Gary Neiss, Town Administrator; Town Attorney, Michael Wright; Town Clerk, Kandace French-Contreras.

Vice Mayor Crane called the meeting to order at 4:45 p.m.

ITEM #1 PUBLIC HEARING: Discussion and possible action regarding approval of Resolution 2021-10: Determining and Adopting Estimate of Proposed Expenditures by the Town of Carefree for the Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 and Declaring that Such Shall Constitute the Budget for the Town of carefree for Such Fiscal Year.

Town Administrator Gary Neiss presented a PowerPoint providing an overview of expenses and capital improvements and provided a summary of the FY 2021-2022 Budget. Mr. Neiss responded to questions and comments.

Councilperson Kroyer **moved to approve** Resolution 2021-10: Determining and Adopting Estimate of Proposed Expenditures by the Town of Carefree for the Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022 and Declaring that Such Shall Constitute the Budget for the Town of carefree for Such Fiscal Year. **Seconded** by Councilperson Geiger.

Carried unanimously by a vote of 4 to 0 with 2 absent.

Mayor Peterson thanked Town Administrator Neiss for the new budget format. Council commended Town Administrator Neiss for his hard work on the new program based budget process.

ITEM #2 Adjournment.

Councilperson Kroyer **moved to adjourn**. **Seconded** by Councilperson Geiger. **Carried** unanimously.

The meeting was adjourned at 4:56 p.m.

DATED this 23rd day of July, 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 Budget Hearing Meeting of the Town of Carefree held June 1, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Kandace French Contreras, Town Clerk

Check Register Report

ALL CHECKS IN JULY 2021



Date: 07/30/2021
Time: 11:00 am
Page: 1

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
|--|------------|---------|----------------|---------------|--------------------------------|---------------------------------|-----------|
| NATIONAL BANK OF ARIZONA Checks | | | | | | | |
| 47445 | 07/02/2021 | Printed | | 1738 | AMERICAN PUBLIC GARDENS ASSN | CF Desert Gardens Member Dues | 150.00 |
| 47446 | 07/02/2021 | Printed | | 903 | ARIZ MUNICIPAL CLERK'S ASSOC | FY22 Dues French,Gesell, Keen | 220.00 |
| 47447 | 07/02/2021 | Printed | | 815 | ARIZ SECRETARY OF STATE | Election Officer Recertificati | 50.00 |
| 47448 | 07/02/2021 | Printed | | 0414 | AZ MUN. RISK RETENTION POOL | Legal Fees | 22,454.56 |
| 47449 | 07/02/2021 | Printed | | 3299 | CIRCLE K UNIVERSAL | June 21 Gas All Depts CIVICPLUS | 970.48 |
| 47450 | 07/02/2021 | Printed | | 3192 | Website Renewal Carefree.org | DESERT DIGITAL IMAGING, INC. | 4,496.07 |
| 47451 | 07/02/2021 | Printed | | 3174 | Court Guilty/No Plea Forms+Oth | DH PACE COMPANY | 468.75 |
| 47452 | 07/02/2021 | Printed | | 3590 | Prev Maint 5 Fire Garage Doors | IIMC | 980.00 |
| 47453 | 07/02/2021 | Printed | | 0155 | FY22 Dues French,Gessell,Keen | KARSTEN'S ACE HARDWARE | 405.00 |
| 47454 | 07/02/2021 | Printed | | 1320 | June 21 Shop Supplies | LEAGUE OF AZ. CITIES & Dues for | 169.48 |
| 47455 | 07/02/2021 | Printed | | 0113 | FY2022 TOWNS | | 6,460.00 |
| 47456 | 07/02/2021 | Printed | | 0010 | MARICOPA COUNTY | July 2021 MCSO Patrol Service | 39,716.58 |
| 47457 | 07/02/2021 | Printed | | 0039 | MARICOPA COUNTY EMERGENCY MGMT | FY22 County Emergency Mgmt | 1,540.34 |
| 47458 | 07/02/2021 | Printed | | 3015 | NOTHING BUT NET | July 21 Comp Maint Agreements | 1,441.93 |
| 47459 | 07/02/2021 | Printed | | 3403 | PROSKILL PLUMBING, HEATING | Green Room AC Vents Install | 1,174.60 |
| 47460 | 07/02/2021 | Printed | | 1075 | SHERMAN & HOWARD LLC | Legal Boulders HOA Condemn | 18,453.40 |
| 47461 | 07/02/2021 | Printed | | 1794 | STAPLES ADVANTAGE | Court Office Supplies | 388.39 |
| 47462 | 07/02/2021 | Printed | | 3591 | THE DOYLE FIRM, P.C. | Legal Ryan Case | 2,575.00 |
| 47463 | 07/02/2021 | Printed | | 3461 | TITAN COMMERCIAL CLEANING | Gardens Restroom Supplies | 3,750.00 |
| 47464 | 07/02/2021 | Printed | | 3115 | VERIZON WIRELESS | June21 Mobile Phones All+Phone | 605.41 |
| 47465 | 07/02/2021 | Printed | | 352 | WESTERN STATES PETROLEUM INC. | June 21 Pub Works Diesel | 414.71 |
| 47466 | 07/09/2021 | Printed | | 1968 | ANYBACKFLOW.COM INC. | Backflow Prev Dev InspAll 6-30 | 660.00 |
| 47467 | 07/09/2021 | Printed | | 1326 | ARIZONA REPUBLIC - SUBSCRIBE | Aug21 Newspaper Subscription | 62.53 |
| 47468 | 07/09/2021 | Printed | | 1470 | BROWN & ASSOCIATES | June 21 Bld Insp 96.5 Hrs | 6,755.00 |
| 47469 | 07/09/2021 | Printed | | 3463 | BUSTAMANTE & KUFFNER PC | June 2021 Town Prosecutor Serv | 3,690.00 |
| 47470 | 07/09/2021 | Printed | | 0389 | CAREFREE WATER COMPANY, INC | July 21 Water All | 3,006.21 |
| 47471 | 07/09/2021 | Printed | | 1460 | COX COMMUNICATIONS | July 21 Town Internet & Phones | 1,068.32 |
| 47472 | 07/09/2021 | Printed | | 1245 | DELL MARKETING L.P. | Latitude 5420+ 5 Dell Desktops | 10,965.66 |
| 47473 | 07/09/2021 | Printed | | 1245 | DELL MARKETING L.P. | Latop Precision 3350 _____ | 1,369.88 |
| 47474 | 07/09/2021 | Printed | | 2059 | DESERT FOOTHILLS LANDSCAPE | July 21 Gardens Maintenance | 2,000.00 |
| 47475 | 07/09/2021 | Printed | | 2059 | DESERT FOOTHILLS LANDSCAPE | July 21 Medians Maintenance | 4,955.00 |
| 47476 | 07/09/2021 | Printed | | 3397 | LANGUAGE LINE SERVICES, INC. | June 21 Court Interpreting Ser | 24.19 |
| 47477 | 07/09/2021 | Printed | | 1366 | LEXISNEXIS MATTHEW BENDER | Jul21AZ Rules of Court Subscr | 100.65 |
| 47478 | 07/09/2021 | Printed | | 0079 | MARICOPA ASSN. OF GOVERNMENTS | FY22 Town Dues Assessment | 647.00 |
| 47479 | 07/09/2021 | Printed | | 3221 | NATIONAL BANK OF ARIZONA | June 21 Admin Car Serv | 624.32 |
| 47480 | 07/09/2021 | Printed | | 3221 | NATIONAL BANK OF ARIZONA | TPT Tax,Engineer Laptop,TrkRpr | 12,852.29 |
| 47481 | 07/09/2021 | Printed | | 3015 | NOTHING BUT NET | Addnl Computer Support June 21 | 1,402.50 |
| 47482 | 07/09/2021 | Printed | | 949 | TARA. PARASCANDOLA | July 21 Town Magistrate Servic | 3,750.00 |
| 47483 | 07/09/2021 | Printed | | 3010 | REPUBLIC SERVICES #753 | July 21 Trash PU 8 Sundial Cir | 453.45 |
| 47484 | 07/09/2021 | Printed | | 3010 | REPUBLIC SERVICES #753 | June 21 Shop 40 Yrd Rolloffs | 173.73 |
| 47485 | 07/09/2021 | Printed | | 3425 | RURAL ARIZ GROUP HEALTH | July 2021 Med,DentalVision Ins | 16,966.20 |
| 47486 | 07/09/2021 | Printed | | 1794 | STAPLES ADVANTAGE | Town Office Supplies | 14.19 |
| 47487 | 07/09/2021 | Printed | | 3226 | TECH 4 LIFE COMPUTERS | June21 Visitcarefree.com Chgs | 29.50 |
| 47488 | 07/09/2021 | Printed | | 3265 | TRACTOR SUPPLY CO | June21 Pub Wrk Tie Down Strapa | 98.31 |
| 47489 | 07/13/2021 | Printed | | 0414 | AZ MUN. RISK RETENTION POOL | 1st Qtr FY2022 Town Ins | 35,920.00 |
| 47490 | 07/13/2021 | Printed | | 1460 | COX COMMUNICATIONS | July 21 Internet 33 Easy St. | 129.00 |
| 47491 | 07/13/2021 | Printed | | 1876 | LOWE'S | June 21 Pub Works Supp,Tools | 433.23 |
| 47492 | 07/13/2021 | Printed | | 3105 | PETERSON, LES | Miles MAG Mtg Phoenix | 56.98 |
| 47493 | 07/13/2021 | Printed | | 3592 | SOUTHWEST CERAMIC COATINGS INC | Stucco Gardens Amphitheatre Bld | 9,450.00 |
| 47494 | 07/13/2021 | Printed | | 1691 | SPARKLETT'S | July 21 Bottled Water All | 184.68 |

Check Register Report

ALL CHECKS IN JULY 2021

Date: 07/30/2021

Time: 11:00 am

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 2

| Check Number | Check Date | Status | Void/Stop Date | Vendor Number | Vendor Name | Check Description | Amount |
|--|------------|---------|----------------|---------------|--------------------------------|--------------------------------|------------|
| NATIONAL BANK OF ARIZONA Checks | | | | | | | |
| 47495 | 07/13/2021 | Printed | | 3287 | TOSHIBA BUSINESS SOLUTIONS | Town Copier Maint Agreement | 709.47 |
| 47496 | 07/13/2021 | Printed | | 3352 | UNUM LIFE INSURANCE COMPANY | Aug 21 Short Term Dis Ins | 407.23 |
| 47497 | 07/13/2021 | Printed | | 3451 | VERIZON CONNECT NWF, INC. | Pub Wrks Mobile Dev July | 19.00 |
| 47498 | 07/23/2021 | Printed | | 3504 | AAA SMART HOME | Maint Shop Sec Sys Maint | 518.11 |
| 47499 | 07/23/2021 | Printed | | 0300 | ARIZ PUBLIC SERVICE | July 21 Electric All | 2,835.56 |
| 47500 | 07/23/2021 | Printed | | 3495 | ASSURITY LIFE INSURANCE CO | July 21 Supplemental Ins | 706.07 |
| 47501 | 07/23/2021 | Printed | | 3583 | CAMACHO, CAROL | Return Postage Reimb | 7.00 |
| 47502 | 07/23/2021 | Printed | | 3293 | CITI CARDS | Costco Renew,Gardens Radio Sv | 195.38 |
| 47503 | 07/23/2021 | Printed | | 1460 | COX COMMUNICATIONS | July 21 Shop Internet & Phones | 193.78 |
| 47504 | 07/23/2021 | Printed | | 3210 | ECOBLU ENTERPRISES. INC. | July 21 Gardens Fountains Serv | 600.00 |
| 47505 | 07/23/2021 | Printed | | 3065 | H&E EQUIPMENT SERVICES INC. | Street Sweeper Repl Hose | 677.66 |
| 47506 | 07/23/2021 | Printed | | 3585 | HAROLD'S CAVE CREEK CORRAL | Restitution- TR2020-000031 | 250.00 |
| 47507 | 07/23/2021 | Printed | | 0266 | ICMA RETIREMENT CORP | Member Plan Fee | 250.00 |
| 47508 | 07/23/2021 | Printed | | 3047 | L.N. CURTIS & SONS | Fire Air Tank Compressr Annual | 1,777.52 |
| 47509 | 07/23/2021 | Printed | | 3578 | LIBERTY UTILITIES | June 21 Sewer Gardens | 954.63 |
| 47510 | 07/23/2021 | Printed | | 983 | MARICOPA COUNTY ANIMAL CONTROL | 1 Qtr FY22 Animal Ctrl Contrac | 708.25 |
| 47512 | 07/23/2021 | Printed | | 3105 | PETERSON, LES | Miles Meals MAG Mtg | 111.27 |
| 47513 | 07/23/2021 | Printed | | 3403 | PROSKILL PLUMBING, HEATING | AC Repair Phase 2 | 3,615.50 |
| 47514 | 07/23/2021 | Printed | | 3010 | REPUBLIC SERVICES #753 | Jul 12, 21 Shop 40 Yd Rolloff | 584.85 |
| 47515 | 07/23/2021 | Printed | | 0668 | RURAL METRO FIRE DEPT. | June 21 Fire Truck Diesel | 526.58 |
| 47516 | 07/23/2021 | Printed | | 0668 | RURAL METRO FIRE DEPT. | July 21 Fire Contract | 129,451.74 |
| 47517 | 07/23/2021 | Printed | | 1075 | SHERMAN & HOWARD LLC | General Legal thru 6-30-21 | 15,960.00 |
| 47518 | 07/23/2021 | Printed | | 1920 | SOUTHWEST GAS | July 21 Gas All Depts. | 218.92 |
| 47519 | 07/23/2021 | Printed | | 0021 | STATE TREASURER | June 21 Court Remittance | 6,258.68 |
| 47520 | 07/23/2021 | Printed | | 3591 | THE DOYLE FIRM, P.C. | General Legal thru 6-30-21 | 6,914.00 |
| 47521 | 07/30/2021 | Printed | | 3017 | AFFORDABLE APPLIANCE INC | Fire Stn Fridge & Dryer Repair | 370.77 |
| 47522 | 07/30/2021 | Printed | | 3588 | COPPERSMITH BROCKELMAN PLC | General Legal - Initiative | 17,178.78 |
| 47523 | 07/30/2021 | Printed | | 1058 | DAILY JOURNAL CORPORATION | Legal Ad Variance 20-11-V | 6.54 |
| 47524 | 07/30/2021 | Printed | | 954 | J.P. COOKE CO. | Rubber Stamp Courts Jail Costs | 37.52 |
| 47525 | 07/30/2021 | Printed | | 0010 | MARICOPA COUNTY | Aug 21 MCSO Sheriff's Patrol | 39,716.58 |
| 47526 | 07/30/2021 | Printed | | 0091 | MARICOPA COUNTY TREASURER | June 21 Court Remittance -Repl | 925.34 |
| 47527 | 07/30/2021 | Printed | | 3593 | NIKSES, CONNER M | Refund of Drivng School Exp | 314.00 |
| 47528 | 07/30/2021 | Printed | | 3015 | NOTHING BUT NET | 4 New WIFI Appliances Gardens | 7,550.40 |
| 47529 | 07/30/2021 | Printed | | 3592 | SOUTHWEST CERAMIC COATINGS INC | 2nd Rhino Shield Paint Gardens | 8,325.00 |
| 47530 | 07/30/2021 | Printed | | 3461 | TITAN COMMERCIAL CLEANING | Jul 21 Town, Gardens Cleaning | 7,305.00 |
| 47531 | 07/30/2021 | Printed | | 3115 | VERIZON WIRELESS | July 21 Mobile Phones All | 459.36 |

Total Checks: 86 **Checks Total (excluding void checks): 481,368.01**

Total Payments: 86 **Bank Total (excluding void checks): 481,368.01**

Total Payments: 86 **Grand Total (excluding void checks): 481,368.01**

AGENDA ITEM #5
WILL NOT BE PRESENTED



PROCLAMATION

WHEREAS, the Town of Carefree is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

WHEREAS, the Town of Carefree is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, the Town of Carefree is a community which chooses to shine a light on, and celebrate, individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

WHEREAS, the Town of Carefree acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2021.

NOW, THEREFORE, I, Les Peterson, Mayor of the Town of Carefree do hereby proclaim November 1, 2021 to be Extra Mile Day. I urge each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Carefree to be affixed at Carefree Town Hall this 3rd day of August in the year of our Lord two thousand and twenty-one.

SIGNED: _____
Les Peterson, Mayor

ATTEST: _____
Kandace French Contreras, Town Clerk

Agenda Item #



**TOWN OF CAREFREE
INFORMATION SUMMARY**

MEETING

DATE: August 3, 2021

SUBJECT: Authorization of Capital Improvement Funds to perform a Pavement Preventative Management Report which will be an update to the present report.

ATTACHMENT: Request for Qualifications

SUMMARY:

Every ten years, the Town performs a preventative pavement management plan to review the condition of the existing roadways and serve as a plan of action for maintenance activities. The existing report expires at the end of this fiscal year (June 30, 2021) and will be superseded by the new report.

The proposed firm will analyze the existing condition of the streets and prepare a recommended maintenance plan to efficiently use maintenance funding to extend the life of all the Town's public streets.

After thorough review of the three alternative, staff has chosen the alternative from Rick Engineering in the amount of \$35,000 as being the best fit for the Town's preventative maintenance plan. The proposed alternative uses RoadBotics (an infrastructure technology company) software that uses Artificial Intelligence (AI) to make data-driven pavement management decisions for each individual street. The cloud-based software tool provides affordable and objective road inventories and pavement condition assessments. RoadBotics simplifies the data collection process by using a smart phone to capture images of the roadways. RoadBotics then uses machine learning algorithms to automate the road rating process.

The quote for the Pavement Preventative Maintenance Plan 2021-2030 is \$35,000. Funds were budgeted within the Capital Improvement Funds to address this ten-year report.

ACTION NEEDED:

Authorization of funds to perform a Preventative Pavement Maintenance Plan and prioritize roadway repairs.

REPORT PREPARED BY:

Mark Milstone, Town Engineer

March 17, 2021

TOWN OF CAREFREE

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

Sent via email:
gary@carefree.org

RE: **PROPOSAL FOR ENGINEERING SERVICES
STREET SYSTEM INVENTORY & PAVEMENT CONDITION ASSESSMENT**

Dear Mr. Neiss:

Rick Engineering Company (RICK) is pleased to submit this proposal for providing professional engineering services to conduct the field work and prepare a street system inventory and pavement condition assessment for Town owned and maintained streets. Thank you very much for this opportunity to continue to work with you on this project. We are confident you will be pleased with the quality of our work documents, as well as with the timeliness and responsiveness of our professional services.

SCOPE OF SERVICES

The project scope for this street system inventory and pavement condition assessment for Town owned and maintained streets project is set forth below.

1. Data collection using RoadBotics software data collection tools.

RoadBotics™ is an infrastructure technology company that uses artificial intelligence (AI) to assist local governments and engineering firms make data-driven pavement management decisions. The cloud-based software tool provides affordable and objective road inventories and pavement condition assessments. RoadBotics™ simplifies the data collection process by using a smartphone to capture images of the road. RoadBotics™ then uses machine learning algorithms (AI) to automate the road rating process.

2. Assessment of pavement conditions for the collected street condition data (by RoadBotics).

Pavement condition ratings are provided for each intersection-to-intersection street segment in both RoadBotics 1 through 5 rating and High-Definition Pavement Condition Index (HD-PCI).

3. Comprehensive road condition assessment maps and reports, accessible online (RoadBotics tools).

Town staff can access at any time or anywhere using a computer or tablet.

4. Distress identification that identifies all visible distresses for every 10-foot length of street (RoadBotics)

Includes locations and extents of potholes, fatigue cracking, transverse/longitudinal cracking, patches/sealant areas, deteriorated surface areas, and pavement distortion areas.

5. Determination of pavement rehabilitation and repair solutions for each street segment in the overall street system.

For both asphalt and concrete streets and includes crack sealing, fog seals, micro-seals, slurry seals, chip seals, cape seals, thin overlays, milling and overlay, thick overlays, pavement repairs, and pavement reconstruction. The appropriate repair/rehabilitation methods will be focused on Town preferences and experiences.

Also includes inventory and assessment of curb and gutter, sidewalks, and sidewalk curb ramps based upon a visual review of street photographs contained in the RoadBotics database.

6. Develop and assign a budgetary cost to cure for each street repair solution.

Costs are based on recent bid prices in the metropolitan and surrounding areas.

7. Develop evaluation criteria to prioritize the street segment improvements.

Criteria includes pavement condition rating, functional classification, traffic/truck volumes (as may be available), safety issues (crash data), geometrics, and presence and nature of drainage issues (that may be reported by Town staff).

In consultation with Town staff, each evaluation criteria can be weighted.

8. Prioritize the street segments and rank.

Streets can be separated into a Preventative Maintenance Program and a Capital Improvement Program.

Alternately, all streets can be consolidated into one Street Improvement Program if that is preferred.

9. Identify available funds and sources of funds.

Includes HURF (not used for operations), General Funds (allocated to streets, if any), Sales Tax Revenues (allocated to streets, if any), and Impact Fees (if any).

10. Develop an implementation program.

Categorize needed improvements into short-term (5-year), intermediate term (6 to 10-years), and long term (11+ year) programs based on identified available funding levels.

11. Prepare and provide a written report on the street inventory, pavement condition assessment, and prioritized improvement program for the Town of Carefree.

Written report will summarize and present all the items included in this scope of services with an appendix containing tables with the full listing of street segments for reference.

Study findings and recommendations will be presented.

Maps will also be included as needed to convey the information clearly and concisely.

Printed and bound copies will be provided following the Town's review and addressing the Town's review comments has been completed.

12. Meetings

- Overview of the RoadBotics program and data once it is available (typically 30 days after the data is collected) to familiarize Town staff with its access, location of available data, and use.
- Meeting(s) with Town Staff to review findings and obtain staff comments.
- Town Council Briefing prior to finalizing the written report.

PROFESSIONAL SERVICES FEES

RICK Engineering Company will provide the scope of services for a total estimated fee amount of Thirty-Five Thousand Dollars (\$35,000.00) including project-related direct reimbursable expenses (mileage, per diem, printing, plotting, mailing, deliveries, etc.). The planning services fee portion is on a lump sum basis, while the RoadBotics fee is charged at their actual invoiced amount based on the number of street centerline miles involved.

See the table below for a breakdown of this proposed fee.

| TOWN OF CAREFREE | | | | | |
|--|--|-----------------------------|-----------------------|-----------------------|------------------------|
| STREET SYTEM INVENTORY & PAVEMENT CONDITION ASSESSMENT | | | | | |
| PLANNING/STUDY PHASE SERVICES | | | | | |
| <i>Personnel Classification</i> | <i>Project Manager</i> | <i>Sr. Project Engineer</i> | <i>Senior Planner</i> | <i>GIS Technician</i> | <i>Task Fee Amount</i> |
| <i>Hourly Billing Rates</i> | \$230 | \$220 | \$125 | \$140 | - |
| Data Collection | 1 | 0 | 36 | 0 | \$4,730 |
| Pavement Rehabilitation Measures & Budgetary Cost Estimates | 1 | 8 | 14 | 0 | \$3,740 |
| Evaluaton Criteria, Weighting, Prioritization, & Project Ranking | 1 | 6 | 14 | 0 | \$3,300 |
| Funding Research | 1 | 8 | 0 | 0 | \$1,990 |
| Implementation Program & Final Report/Maps | 8 | 8 | 16 | 28 | \$9,520 |
| Meetings | 8 | 0 | 0 | 0 | \$1,840 |
| <i>Subtotal Hours</i> | 20 | 30 | 80 | 28 | 158 |
| Subtotals Fee | \$4,600 | \$6,600 | \$10,000 | \$3,920 | \$25,120 |
| Expenses | Mileage, printing, mailing, deliveries, etc. | | | | \$880 |
| Lump Sum Fee Subtotal for Planing Services | | | | | \$26,000 |
| RoadBotics Analysis Fee | Based on an assumed 60 centerline miles of Town streets - <i>invoiced at actual cost</i> | | | | \$9,000 |
| TOTAL FEE | | | | | \$35,000 |
| STREET SYSTEM INVENTORY & PAVEMENT CONDITION ASSESSMENT | | | | | |

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

SCHEDULE

We anticipate completing the project and delivering the final study report within three months from your acceptance of this proposal and issuance of your 'Notice to Proceed'. This schedule can be adjusted if needed to an alternate mutually agreeable timeline to meet your needs.

AGREEMENT

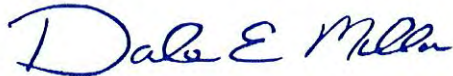
If you would like us to proceed on the work as outlined herein, we ask that you please sign and return this letter agreement which will serve as our written authorization and notice to proceed.

Your primary point of contact for project is:

Dale E. Miller, PE, Project Manager, phone: 480.522.0330, email: dmiller@rickengineering.com
Mailing address: 22415 N 16th St, Phoenix, AZ 85024

We hope and trust this proposal meets your needs and with your approval. Do not hesitate to contact me should you have any questions or require any revisions. We look forward to completing this important project for you and the Town of Carefree. Thank you very much.

Respectfully submitted,
RICK ENGINEERING COMPANY



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

APPROVED BY: _____
Les Peterson, Mayor
TOWN OF CAREFREE

DATE: _____

EXECUTION OF THIS AGREEMENT BY THE TOWN SERVES AS NOTICE TO PROCEED TO RICK ENGINEERING COMPANY FOR THE SCOPE OF SERVICES DESCRIBED HEREIN.

Agenda Item #

**TOWN OF CAREFREE
INFORMATION SUMMARY**



MEETING

DATE: August 3, 2021

SUBJECT: Authorization of Capital Improvement Funds for Amendment No. 2 of the Pedestrian Crosswalk Improvements Project

ATTACHMENT: Rick Engineering Contract Amendment No. 2 - Additional Two Intersections Pedestrian Crosswalk Improvements Project

SUMMARY:

As part of the pedestrian Crosswalk Improvements Project, the Town has added two new crosswalks, Tom Darling Road at Cave Creek Road and Tranquil Trail at Cave Creek Road. This Amendment No. 2 includes design costs for the completion of plans, specifications and estimates for those two new intersections. These two new intersections will be combined with the existing intersections of Tom Darlington Road/Wampum Way and Tom Darlington Road/Ho Road as a package that will be sent to MAG for possible inclusion of funding.

Rick Engineering has submitted Contract Amendment No. 2 in the amount of \$35,000.

ACTION NEEDED:

Authorization of funds to complete crosswalk design of two new intersections as a part of the Pedestrian Crosswalk Improvement Project.

REPORT PREPARED BY:

Mark Milstone, Town Engineer

July 27, 2021

TOWN OF CAREFREE

Attention: Mark Milstone, Town Engineer
8 Sundial Circle
Carefree, Arizona 85377

Sent via email:
mark@carefree.org

**RE: CONTRACT AMENDMENT NO. 2 – ADDITIONAL TWO INTERSECTIONS
PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT**

Dear Mr. Milstone:

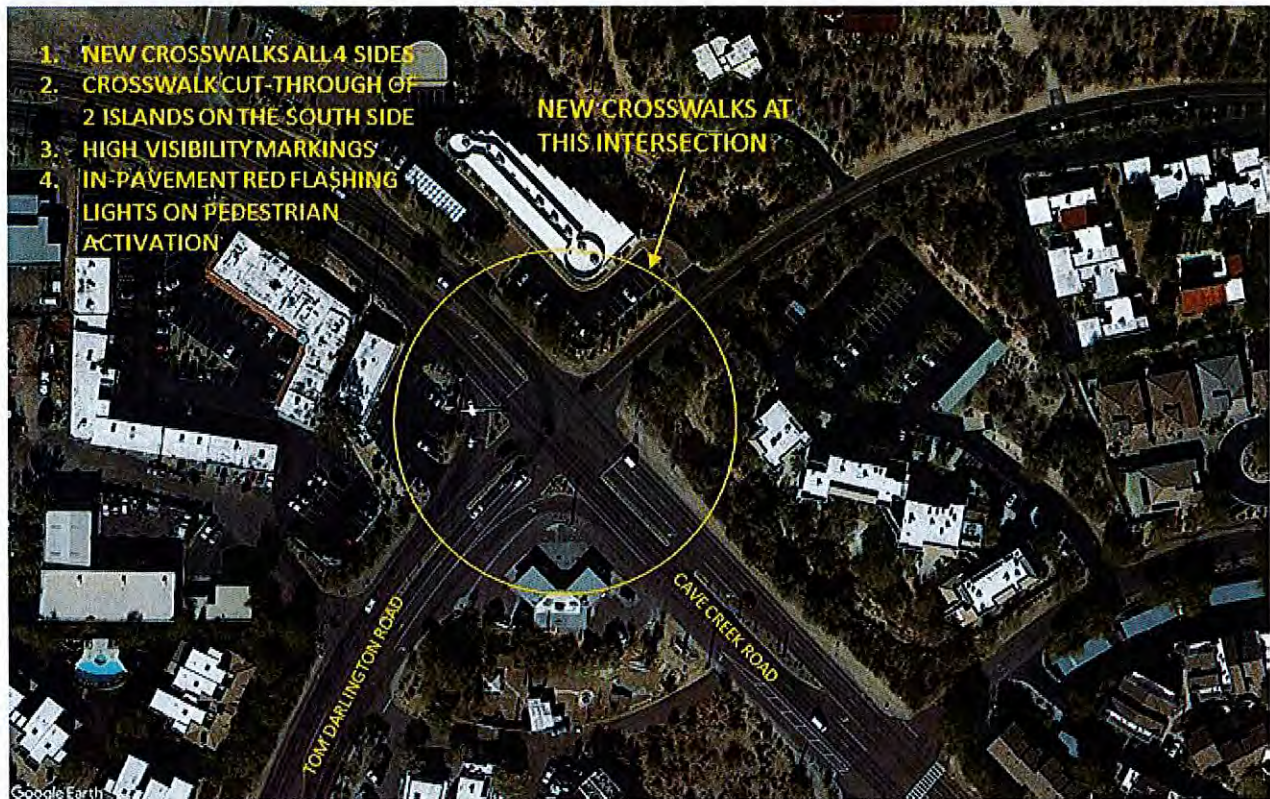
Rick Engineering Company (RICK) is pleased to submit this proposal for a contract amendment to provide professional engineering services to add two additional intersections to the Pedestrian Crosswalk Improvements Project. Thank you very much for this opportunity to continue to work with you on this project. We are confident you will be pleased with the quality of our work documents, as well as with the timeliness and responsiveness of our professional services.

Overview

The two new intersections to be added to the Pedestrian Crosswalk Improvements Project and the nature of the proposed improvements are as follows:

1. Cave Creek Road & Tom Darlington
 - a. New crosswalks on all 4 sides of the intersection
 - b. Crosswalks will cut-through the islands on the south side
 - c. Crosswalks will have high visibility markings
 - d. Crosswalks will have in-pavement red flashing light activated by pedestrian push button
2. Cave Creek Road & Tranquil Trail
 - a. New pedestrian HAWK (High-Intensity Activated CrossWalk) Signal
 - b. Crosswalk markings
 - c. Signing as needed
 - d. Sidewalk at the crosswalk location
 - e. Crosswalk location will be reviewed, but will likely be on the northwest side of the intersection

See the project exhibits on the next page for the two intersections.



Amendment Scope of Services

The project scope for this contract amendment is to add two new intersections for pedestrian treatments to the project and to provide the project documents in two phases.

1. Project Phasing

- a. The first phase plan documents will be for the installation of pedestrian red-light beacons, and associated pavement markings and signing. at the intersections of Hum Road and Carefree Drive with Cave Creek Road.
 - o Plan documents include construction plans, technical specifications, and a construction cost estimate.
 - o The Town will incorporate the plans and specifications in a pavement preservation program for Cave Creek Road, Tom Darlington to Pima Road, slated for construction in the current fiscal year.
- b. The second phase plan documents will be the balance of the pedestrian crosswalks improvements at Wampum Way and Ho Road with Tom Darlington Road and the two additional intersections of Tom Darlington/Cave Creek Road and Tranquil Place/Cave Creek Road.
 - o Plan documents include construction plans, technical specifications, and a construction cost estimate.
 - o The Town intends on applying for MAG funding for construction and, if awarded, will move forward with the bidding and letting of the Phase 2 project for construction purposes along the MAG timeline.
 - o RICK will assist the Town by providing any assistance that may be needed for the Town to complete the MAG funding application.

2. Project Documents for Two Additional Intersections (Tom Darlington & Tranquil Trail with Cave Creek Road)

- a. Drone aerial and topographic survey for each intersection for design purposes.
- b. Design crosswalk improvements to Tom Darlington & Cave Creek Road intersection.
 - o New crosswalks on all 4 sides of the intersection.
 - o Crosswalks will cut-through the islands on the south side.
 - o Crosswalks will have high visibility markings.
 - o Crosswalks will have solar powered in-pavement red flashing lights activated by pedestrian push button.
- c. Design pedestrian improvement to Tranquil Trail & Cave Creek Road Intersection
 - o New pedestrian HAWK (High-Intensity Activated CrossWalk) Signal.
 - o Crosswalk markings.
 - o Signing.
 - o Sidewalks with tactile warning strips at the crosswalk locations.
 - o Crosswalk location will be reviewed but will likely be on the northwest side of the intersection.
- d. Prepare documents
 - o Plans for Tom Darlington & Cave Creek Road to include a crosswalk signing and striping plan, sidewalk plan with crosswalk tactile warning at the four corners and the islands, island cut-through elevation details, and solar powered pedestrian activated in pavement light installation details.

- Plans for Tranquil Trail & Cave Creek Road HAWK signal to include roadway and sidewalk plan, signing and striping plan, and HAWK signal plans, general notes, details, and equipment schedules for a solar powered facility.
- Technical Specifications
- Construction Cost Estimate

PROFESSIONAL SERVICES FEES

RICK Engineering Company will provide the scope of services described herein on a lump sum basis for a total fee amount of Thirty-Five Thousand Dollars (\$35,000.00) including project-related direct reimbursable expenses (mileage, per diem, printing, plotting, mailing, deliveries, etc.). See the table below for a breakdown of this proposed fee.

| CAREFREE CROSSWALK IMPROVEMENTS PROJECT AMENDMENT #2 - ADD TWO INTERSECTIONS | | | | | | |
|---|--|-----------------------------|------------------------|---------------------|----------------------|------------------------|
| FINAL DESIGN PHASE SERVICES (PS&E) | | | | | | |
| <i>Personnel Classification</i> | <i>Project Manager</i> | <i>Sr. Project Engineer</i> | <i>Design Engineer</i> | <i>CAD Designer</i> | <i>Project Admin</i> | <i>Task Fee Amount</i> |
| <i>Engineering Hourly Billing Rates</i> | \$230 | \$205 | \$125 | \$125 | \$50 | - |
| PROJECT PHASING - ADDITIONAL PROJECT DOCUMENT SET | 2 | 2 | 0 | 0 | 2 | \$970 |
| PLANS - TOM DARLINGTON & CAVE CREEK RD CROSSWALKS | 2 | 8 | 20 | 40 | 0 | \$9,600 |
| PLANS - TRANQUIL TRAIL & CAVE CREEK RD HAWK SIGNAL | 2 | 12 | 40 | 97 | 4 | \$20,245 |
| ADDITIONAL SPECIFICATIONS & COST ESTIMATES | 8 | 2 | 0 | 2 | 4 | \$2,700 |
| <i>TOTALS - HOURS</i> | 14 | 24 | 60 | 139 | 10 | - |
| <i>TOTALS - FEE</i> | \$3,220 | \$4,920 | \$7,500 | \$17,375 | \$500 | \$33,515 |
| Expenses | Mileage, printing, plotting, mailing, deliveries, etc. | | | | | \$1,485 |
| AMENDMENT #2 TO ADD TWO INTERSECTIONS TO PROJECT | | | | | | \$35,000 |

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

SCHEDULE

We anticipate completing the initial phase of the project within one month from your acceptance of this contract amendment and issuance of your 'Notice to Proceed'. The second phase plans can be completed within an additional 3-to-4-month period. This schedule can be adjusted if needed to an alternate mutually agreeable timeline to meet your needs.

AGREEMENT

It is understood that the Town will authorize this Amendment Number 2 under the terms and conditions of the "Engineering Services Contract – Town Center Pedestrian Crosswalk Improvements" between the Town of Carefree and Rick Engineering Company dated October 02, 2019. The new contract amount would be:

| | | |
|--|-----------------|------------------------------------|
| Original Contract Amount | \$24,950 | |
| Final Design Phase Services | \$20,500 | Amendment #1 (previously approved) |
| <u>Add Initial Phase Plans & Two Intersections</u> | <u>\$35,000</u> | Proposed Amendment #2 |
| New Contract Amount | \$80,450 | |


If you would like us to proceed on this work as outlined herein, we ask that you please sign and return this contract amendment as our written authorization and notice to proceed.

Your primary point of contact for project is:

Dale E. Miller, PE, Project Manager, phone: 480.522.0330, email: dmiller@rickengineering.com
Mailing address: 22415 N 16th St, Phoenix, AZ 85024

We hope and trust this proposal meets your needs and with your approval. Do not hesitate to contact me should you have any questions or require any revisions. We look forward to completing this important project for you and the Town of Carefree. Thank you very much.

Respectfully submitted,
RICK ENGINEERING COMPANY



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

APPROVED BY: _____
Les Peterson, Mayor
TOWN OF CAREFREE

DATE: _____

EXECUTION OF THIS CONTRACT AMENDMENT BY THE TOWN SERVES AS NOTICE TO PROCEED TO RICK ENGINEERING COMPANY FOR THE SCOPE OF SERVICES DESCRIBED HEREIN.

Agenda Item #

**TOWN OF CAREFREE
INFORMATION SUMMARY**



MEETING

DATE: August 3, 2021

SUBJECT: Authorization of Capital Improvement Funds to install security cameras within the Town Gardens.

ATTACHMENT: Quote and specifications

SUMMARY:

Over the last several years the Town Center Gardens has seen its share of vandalism from lights being removed, bathrooms vandalized, furniture stolen, plant material desecrated and damage from bikes and skateboarders. It is estimated that this incremental damage has cost the Town over \$20,000 in repairs over the last several years. Much of this vandalism is occurring in off hours when these vandals are taking advantage of the minimal visibility. Staff has coordinated with MCSO to patrol the area during these off peak times however, the patrols cannot be within a specific location 100% of the time and therefore, are not effective in catching and changing the behavior of these bad actors. MCSO has advised the Town that the use of security cameras in public spaces is a more efficient and effective way to catch these bad actors as well as effectively prosecuting them.

Staff has investigated various security camera systems which can withstand our desert extremes, work off of limited power and provides a high resolution, smart technology facial recognition, push notifications and cloud base access. Staff has found that Verkada fulfills this criteria and is part of the Mohave Purchase Cooperative.

The proposed security camera system will include seven (7) cameras. Each camera will be strategically placed near existing power and to capture areas subject to potential vandalism. The cameras will be mounted to poles. Three (3) of these poles are existing in the gardens while four (4) will be new poles and will duplicate the height of the corten poles supporting the WIFI antennas currently in the gardens.

The Mohave Purchase Cooperative is being used to procure this security system. The total cost of the system which also includes installation, 5 year license agreement for firmware updates and 10 year warranty on all hardware is \$19,440.

ACTION NEEDED:

Authorization of Capital Funds of approximately \$20,000 to purchase and install garden security cameras to help mitigate vandalism.

REPORT PREPARED BY:

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

Gary Neiss, Town Administrator

Why Customers Love Verkada



EASY

- No on-prem servers to manage
- Do everything in a Web browser
- Automatic firmware updates
- Easily grant/revoke access

SMART

- Automatic alerts
- Instantly share live video
- Always getting better

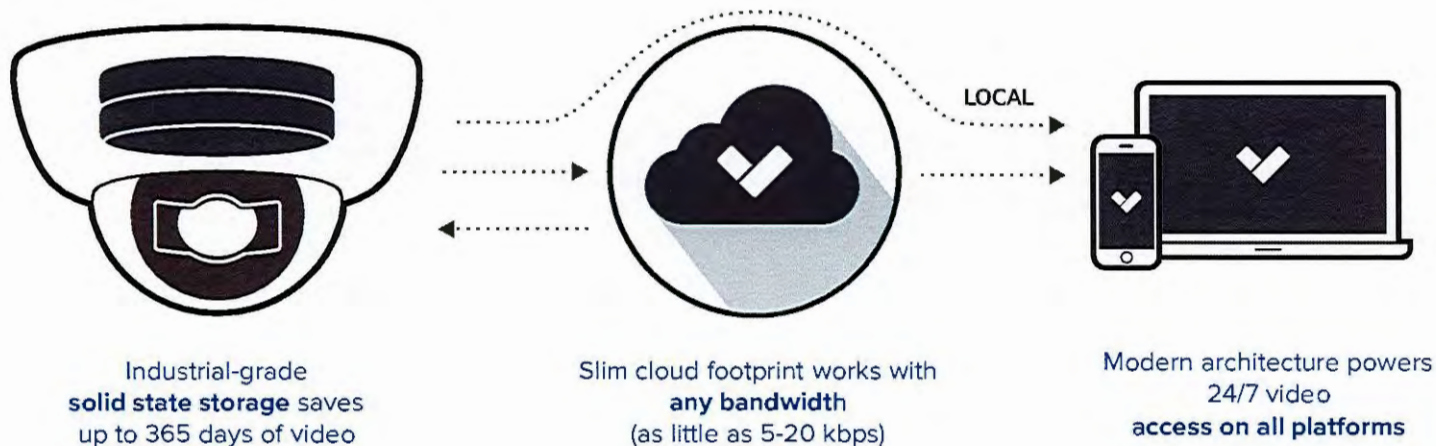
SCALABLE

- Won't clog your network like other IP cameras
- Install 1 camera or 10,000+ cameras
- 10-year product warranty



Hybrid Cloud + On-Camera Storage

Always on — No failing hard drives — No NVRs — No headaches

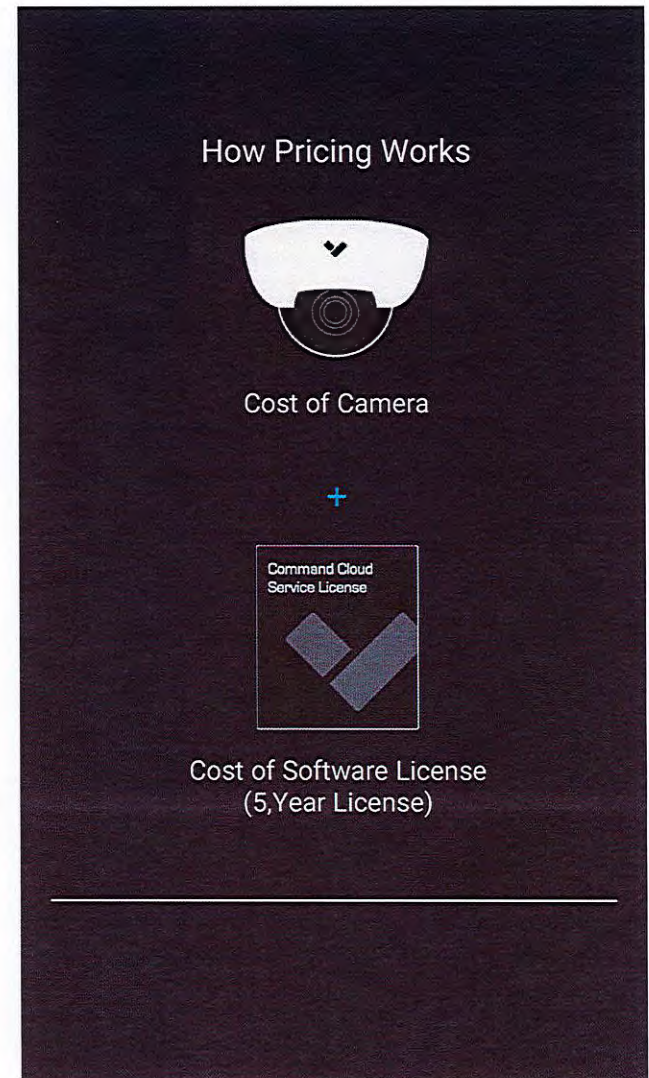


Additional security features include: **Single Sign On** and **2 Factor Authentication**



License Overview

- Pricing comes down to just two line items:
 - Cost of the camera
 - Cost of the software license
- 10-year warranty on all hardware
- Best-in-class technical support
- No ongoing maintenance costs
- No ongoing software costs
- Automatic firmware updates
- Unlimited users seats





Mount to Existing Pole

Replace with omni-directional antenna

Mount to Existing Pole

Add pole through shed

Mount to Existing Pole

Add Pole for New Camera

Add Pole for New Camera

Add antenna extender for Wifi quality

Add Pole for New Camera



PO BOX 6407, Albuquerque, NM 87197
 t. 505-761-4500 f. 505-761-4514

Q U O T E
 CMTQ8122
 Jul 27, 2021

Quoted To:

Carefree, Arizona
 Gary Neiss
 8 Sundial Circle
 PO BOX 740
 Carefree, Arizona 85377
 United States

Phone 480-488-3686
Fax

Prepared By:

Josh Baker
Account Manager
 josh@camnet.us
 (505) 761-4500

Here is the quote you requested.

| Description | Part # | Unit Price | Qty | Ext. Price |
|---|-------------|------------|-----|--------------------|
| Mohave Educational Services Cooperative Contract# 17L-CAMNET-1115 | | | | |
| ■ Arm Mount | ACC-MNT-2 | \$62.82 | 2 | \$125.64 |
| ■ L-Bracket Mount | ACC-MNT-3 | \$91.06 | 5 | \$455.30 |
| ■ Pendant Cap Mount | ACC-MNT-8 | \$48.71 | 2 | \$97.42 |
| ■ Pole Mount, 2nd Generation | ACC-MNT-9 | \$147.53 | 7 | \$1,032.71 |
| ■ CD51-E Outdoor Dome Camera, 30 Days | CD41-30E-HW | \$846.35 | 5 | \$4,231.75 |
| ■ CF81-E Outdoor Fisheye Camera, 30 Days | CF81-30E-HW | \$1,411.06 | 2 | \$2,822.12 |
| ■ 5 Year Camera License | LIC-5Y | \$564.00 | 7 | \$3,948.00 |
| ■ Shipping & Handling | Shipping | \$225.28 | 1 | \$225.28 |
| Subtotal | | | | \$12,938.22 |
| Tax | | | | \$1,182.30 |
| Shipping | | | | \$0.00 |
| Grand Total | | | | \$14,120.52 |

Please contact me if I can be of further assistance.



ADVANCED CONSULTING & TECHNOLOGIES

QUOTATION

Prepared by: John Roots

**Advanced Consulting
& Technologies**

**30936 N 75th Way
Scottsdale, AZ 85266**

480-822-8477

Attention: Kevin Johnson
Proven IT
One Gateway Center
426 N 44th St Suite 350
Pheonix, AZ 85008
Date: 07-20-2021

Project Title: City of Carefree Verkada Install
Project Description: Exterior Camera Installation
Invoice Number: 21720-01
Terms: 30 Days

| Description | Quantity | Unit Price | Cost |
|---------------------------------|----------|------------|------------|
| Installation of mounting poles | 4 | \$700.00 | \$2,800.00 |
| Installation of Verkada Cameras | 7 | \$360.00 | \$2,520.00 |
| Configuration & Training | 0 | \$0.00 | \$0.00 |
| | | Subtotal | \$5,320.00 |
| | Tax | 0.00% | \$0.00 |
| | | Total | \$5,320.00 |

Thank you for your business. It's a pleasure working with you on this project.

Sincerely,

John Roots

Scope of Work

- Mounting poles will be 3" steel treated with solvent to promote surface rusting (Corten). Pole caps included
- Mounting poles will be fastened to threaded rod incased in concrete formed pads
- Camera installation includes cabling, connectors, cable integrity testing, mounting.
- Water tight junction boxes will be mounted at each camera location for installation of POE injectors and power
- Water tight flexible conduit and connections will be used to run category 5e cabling to cameras and Wifi extenders
- Camera set-up, configuration on Verkada platform and training

- Excluded are, Camera licensing, POE injectors, Wifi extenders/access points, Verkada cameras, Verkada mounting hardware, any electrical sources that do not have proper power. C



RESOLUTION 2021-14

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA ("TOWN") AUTHORIZING THE MAYOR TO EXECUTE ADDENDUM NO. 3 TO THE ADVANCE IN AID OF CONSTRUCTION WATER FACILITIES AGREEMENT DATED JUNE 7, 2006, WITH THE TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT ("DISTRICT") AND THE CAREFREE WATER COMPANY, INC. ("COMPANY").

WHEREAS, on June 7, 2006, the Town and the District entered into an Advance In Aid of Construction Water Facilities Agreement ("Agreement") which was accepted and approved by the Company; and

WHEREAS, Exhibit "B" of the Agreement establishes a schedule of repayment by the District and Company for certain public infrastructure improvements provided by the Town; and

WHEREAS, Exhibit "B" was subsequently modified twice by agreement among the Town, District, and Company; and

WHEREAS, the District and Company in good faith began making payments in accordance with latest version of Exhibit "B" in FY 18-19 and are current with payments through the end of FY 20-21; and

WHEREAS, the District and Company will be incurring significant additional bonding debt which shall enter into repayment status in calendar year 2023 for the Carefree Water Consolidation Project; and

WHEREAS, the District and Company have requested a restructuring of the payments detailed in Exhibit "B" in order to meet the required new bond debt coverage in the early years of the new bond repayment.

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

Section 1. The Mayor is hereby authorized to execute Addendum No. 3 to the Agreement, a copy of the Addendum being attached to this Resolution; and

Section 2. The previous addenda to the Agreement dated July 7, 2011, and June 7, 2012, shall henceforth be known as Addendum No. 1 and Addendum No. 2, respectively; and

Section 3. All resolutions and parts of resolutions in conflict with this Resolution are hereby repealed; and

Section 4. This Resolution is effective immediately.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Carefree, Arizona this 3rd day of August, 2021.

Les Peterson, Chairman - Mayor

ATTEST:

Kandace French Contreras, Town Clerk

APPROVED AS TO FORM

Michael W. Wright, Town Attorney

CERTIFICATE

I hereby certify that the above and foregoing resolution was duly passed by the Council of the Town of Carefree, Arizona at a regular meeting held on August 3, 2021, and that a quorum was present thereat and that the vote thereon was ____ ayes and ____ nays; ____ did not vote or were absent.

Kandace French Contreras, District Clerk

ATTACHMENTS:

Addendum No. 3 to the Advance in Aid of Construction Water Facilities Agreement

ADDENDUM NO. 3
to the
Advance in Aid of Construction
Water Facilities Agreement
Originally Dated June 7, 2006

The Town of Carefree ("Town"), the Town of Carefree, Arizona Utilities Community Facilities District ("District"), and the Carefree Water Company, Inc. ("Utility") hereby amend the Advance in Aid of Construction Water Facilities Agreement, originally dated June 7, 2006, as follows:

The attached Exhibit "B" Rev. 3 shall replace and supersede in its entirety Exhibit "B" – Schedule Lease Payments to Advance in Aid of Construction Water Facilities Agreement, originally dated June 7, 2006.

Dated: August 3, 2021

TOWN OF CAREFREE

By: _____
Les Peterson, Mayor

Attest: _____
Kandace French Contreras
Town Clerk

TOWN OF CAREFREE, ARIZONA UTILITIES COMMUNITY FACILITIES DISTRICT

By: _____
Les Peterson, Chairman

Attest: _____
Kandace French Contreras
District Clerk

CAREFREE WATER COMPANY, INC.

By: _____
Les Peterson, Chairman

Attest: _____
Greg Crossman
General Manager

**EXHIBIT "B" – REV. 3
SCHEDULE LEASE PAYMENTS
TO
ADVANCE IN AID OF CONSTRUCTION
WATER FACILITIES AGREEMENT**

Original Exhibit "B" Repayment Amount: \$2,303,124.81 Dated: June 7, 2006
 Exhibit "B" – Rev. 1 Repayment Amount: \$3,020,217.21 Dated: July 12, 2011
 Exhibit "B" – Rev. 2 Repayment Amount: \$3,217,354.08 Dated: June 7, 2012
 Exhibit "B" – Rev. 3 Repayment Amount: \$3,217,354.08 Dated: August 3, 2021

NEW REPAYMENT SCHEDULE

| Pay by Date | Payment Amount | Balance After Payment | Payment Status |
|---------------------|-----------------------|------------------------------|-----------------------|
| Beg. Balance | | \$3,217,354.08 | |
| 12/31/2018 | \$207,170.81 | \$3,010,183.27 | Paid |
| 06/30/2019 | \$207,170.00 | \$2,803,013.27 | Paid |
| 12/31/2019 | \$207,170.00 | \$2,595,843.27 | Paid |
| 06/30/2020 | \$207,170.00 | \$2,388,673.27 | Paid |
| 12/31/2020 | \$207,170.00 | \$2,181,503.27 | Paid |
| 06/30/2021 | \$207,170.00 | \$1,974,333.27 | Paid |
| 12/31/2021 | \$207,170.00 | \$1,767,163.27 | Pending |
| 06/30/2022 | \$207,170.00 | \$1,559,993.27 | Pending |
| 12/31/2022 | \$207,170.00 | \$1,352,823.27 | Pending |
| 06/30/2023 | \$207,170.00 | \$1,145,653.27 | Pending |
| 12/31/2023 | \$10,000.00 | \$1,135,653.27 | Pending |
| 06/30/2024 | \$10,000.00 | \$1,125,653.27 | Pending |
| 12/31/2024 | \$50,000.00 | \$1,075,653.27 | Pending |
| 06/30/2025 | \$50,000.00 | \$1,025,653.27 | Pending |
| 12/31/2025 | \$100,000.00 | \$ 925,653.27 | Pending |
| 06/30/2026 | \$100,000.00 | \$ 825,653.27 | Pending |
| 12/31/2026 | \$100,000.00 | \$ 725,653.27 | Pending |
| 06/30/2027 | \$100,000.00 | \$ 625,653.27 | Pending |
| 12/31/2027 | \$207,170.00 | \$ 418,483.27 | Pending |
| 06/30/2028 | \$207,170.00 | \$ 211,313.27 | Pending |
| 12/31/2028 | \$211,313.27 | \$ 0 | Pending |

Agenda Item #



**TOWN OF CAREFREE
INFORMATION SUMMARY**

MEETING

DATE: August 3, 2021

SUBJECT: Resolution to Declare Necessary Findings and Establishment of Boundary for a
Redevelopment Area

ATTACHMENTS: 1. Resolution to Declare Necessity and Boundary for a Redevelopment Area
2. Village Center Redevelopment Area Finding of Necessity Report

SUMMARY:

As a component to the 24-Month Economic Development Work Plan, staff discussed the need to address revitalization of Town Center, as well as create the Economic Development Technical Advisory Panel (EDTAP). With direction from the EDTAP, staff explored the creation of a Redevelopment Area, which is a special district municipalities can create, per Arizona Revised Statutes (ARS), to provide the municipality greater financial, investment, real estate and planning flexibility in pursuit of revitalization.

The process of establishment is a two phase process. 1. Declare Necessity and Boundary 2. Complete and adopt a Redevelopment Plan. This resolution is for Phase 1.

Attached to the resolution is the final report addressing the determination of the necessity. This report outlines that the boundary in Exhibit A, does meet at least one of the criteria outlined in in ARS.

The process to come to this determination included:

1. April 2021 - Staff presentation to Town Council to seek initial guidance
2. My 2021 - A join workshop with Planning and Zoning Commission and EDTAP
3. June 2021 - Outreach to are property owners and businesses seeking input
 - a. Mail
 - b. Email
 - c. Direct outreach (in person and phone)
4. July 2021 - First class mail notification to all property owners notifying them of the date and time of the public hearing and availability of the report for review

Staff personally communicated with about 75% of all property owners in the area, and the general consensus was to move forward to the redevelopment planning process. Only one objection was requested, regarding the potential use of eminent domain, however, with the law as it stands, the only additional power the Town gets via eminent domain is to condemn buildings that are abandoned, pose a health and safety problem, or are uninhabitable, and this determination would need to be verified by a court. With this communicated, there was no further objection.

ACTION NEEDED:

Council Vote

REPORT PREPARED BY:

Steve Prokopek, Economic Development Director

RESOLUTION 2021-13

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF CAREFREE DECLARING THE NECESSITY OF THE A REDEVELOPMENT AREA, ESTABLISHING THE BOUNDARY OF A REDEVELOPMENT ARE IN THE CAREFREE VILLAGE CENTER AND THE DECLARING THIS AREA THE CENTRAL BUSINESS DISTRICT FOR CAREFREE, ARIZONA

WHEREAS, Arizona Revised Statutes Title 36, Chapter 12, Article 8, provides for the creation of a Redevelopment Area, and requires the this declaration per 36-1472. Legislative finding and declaration of necessity

WHEREAS, Exhibit A, defines the boundary for the Redevelopment Area described as the Village Center Redevelopment Area

WHEREAS, The attached document, Village Center Redevelopment Area, outlines the required necessity of finding.

WHEREAS, Staff completed extensive investigation and presented to Town Council the necessity and value of creating a Redevelopment Area on March 2, 2021, and where staff received further direction during a May 24, 2021 joint session of the Planning and Zoning Commission and Economic Development Advisory Panel, to agree to necessity and accept the attached Exhibit A, and to further engage property owners.

WHEREAS, On June 6, staff sent letters to all property owners, by first class mail, per Maricopa County Assessor Records June 6, 2021 soliciting input, and further sent notification of this Public Hearing, by first class mail, to all property owners, per Maricopa County Assessor records on July 6, 2021.

WHEREAS, funds have been budgeted in 2021-2022 to complete the Redevelopment Plan.

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Town Council of the Town of Carefree, Arizona

It is declared:

1. That there exist in municipalities of the state slum or blighted areas which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the state.

2. That the existence of these areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection and other public services and facilities, constitutes an economic and social liability,

substantially impairs or arrests the sound growth of municipalities and retards the provision of housing accommodations.

3. That this menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by this article.

4. That the acquisition of property for the purpose of eliminating the conditions or preventing recurrence of these conditions in the area, the removal of structures and improvement of sites, the disposition of the property for redevelopment and any assistance which may be given by any public body in connection with these activities are public uses and purposes for which public money may be expended and the power of eminent domain exercised.

5. That the necessity in the public interest for the provisions of this article is declared as a matter of legislative determination.

That the area described in Exhibit A is the Central Business District.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Carefree, Arizona, this 3rd day of August, 2021.

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

FOR THE TOWN OF CAREFREE

ATTESTED TO:

Les Peterson, Mayor

**Kandace French-Contreras,
Town Clerk**

APPROVED AS TO FORM:

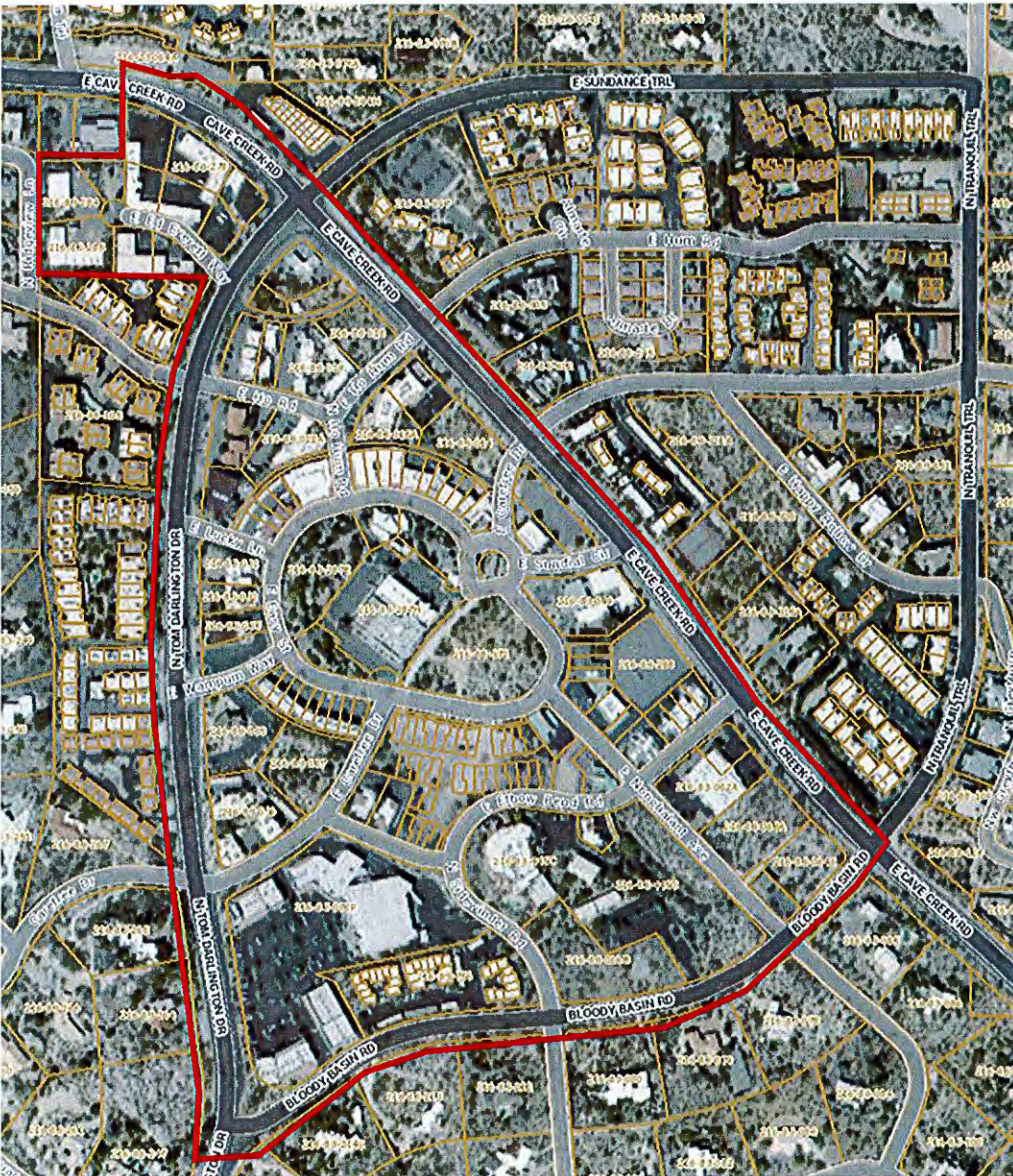
Michael Wright, Town Attorney

Exhibit A

Village Center Redevelopment Area Boundary

The Proposed Redevelopment Area Boundary includes all properties and public rights of way in the area generally bounded by Tom Darlington Drive, Ed Everett Way, Ridgeview Lane, Cave Creek Road and Bloody Basin Road. For clarification, the boundary includes the full public rights of way for Cave Creek Road, Bloody Basin Road, and Tom Darlington Drive.

Village Center Redevelopment Area





**Town of Carefree
Village Center
Redevelopment Area**

Prepared by:

**Steve Prokopek
Economic Development Director**

Project Advisement Provided by:

Economic Development Technical Advisory Panel

Bruce Raskin

Michelle Rutkowski

Brian Kocour

David Jarand

Todd Cooley

July 6, 2021



Background

Over the past 34 years, the Town of Carefree has diligently pursued revitalization of its Village Center. These efforts have been captured in:

- 1988 Town of Carefree Master Plan
- 1999 Town Center Improvement Plan
- 2014 ULI AZTAP review and report,
- 2015 Village Center Master Plan

These documents were created with extensive public outreach and expert analysis, and laid out the need, challenges and recommendations for revitalization and redevelopment. They outlined common issues related to infill lot challenges, revitalization of older buildings, redevelopment of underutilized and or obsolete sites, traffic and pedestrian issues, non-conforming properties, unsafe pedestrian areas, deficiencies in street and driveway layouts, lack of wayfinding and confusing street networks, parking accessibility issues, inadequate zoning and land use, and property ownership constraints all of which contribute to the difficulty of creating a long term sustainable environment. The issues of 1988 are as relevant as the issues of 2021.

Additionally, these studies discussed the need for multi-generational housing and a more diverse housing mix. This mix will provide residents alternatives, as they make life changes, as well as accommodating new residents and workforce to support the local economy.

The most current plan, the Village Center Master Plan, created by Michael Baker International, established an implementation matrix to assist with putting the building blocks in place for the revitalization effort, with the goal of creating “The Next Great Neighborhood”.

Over the past several years, the Town of Carefree has spent considerable resources implementing many of the recommendations from the plan, including:

- Additional signage
- Village Center General Plan designation
- New entryway features
- Enhancements to the Sanderson Lincoln Pavilion
- Creation of a signature events
- Maximizing public assets like the Carefree Gardens

Two Current Village Master Plan initiatives are currently underway.

1. Pedestrian Crosswalk Safety Study – Rick Engineering has made recommendations
2. Master Signage, Circulation and Parking Plan - Town Has Hired Kimley Horn, project kickoff was in April 2021.

The Town recognizes that the Village Center is a key component to the sustainability of the community, and is a primary tax generator for funding public services, including public safety. However, it has become more apparent, without the tools offered through a redevelopment area, many of the revitalization and redevelopment initiatives are not obtainable, and require more flexibility for the private and public sectors to work cooperatively on programs and projects.



Redevelopment Area Decision Process

The following outlines the evaluation process that has led the Town to seek the Redevelopment Area designation. The process, as stated in the background, takes into account the significant effort made since 1988, and current efforts, including the Pedestrian Crosswalk Study and Signage, Circulation and Parking Study. These will seamlessly fit in with the Redevelopment Planning Process, and will be accompanied by an update to the economic analysis completed with the Village Center Master Plan.

March 2020 - the Town hired its first Economic Development Director, with Village Center revitalization as a key goal. The Director reviewed all relevant documents and performed a Town Center assessment.

October 2020 - the Town held a Council Workshop, where the Economic Development Director discussed his evaluation of the Village Center, which substantiated many of the findings in the ULI AZTAP Report and Village Center Revitalization Master Plan. Additionally, the Director discussed the need to relocate Town Hall, and implement a real estate and finance strategy, as well as create an economic development advisory panel to help guide and oversee economic development strategies and activities.

December 2020 - Town Council approved by Resolution, the 24-Month Economic Development Plan and the creation of the Economic Development Technical Advisory Panel (EDTAP). This panel consists of major property owners, commercial architect, and commercial real estate brokers. 3 of the panel members reside in Carefree, one actively engaged in revitalization.

After further evaluation, the director, with guidance from the EDTAP, determined, in order to accomplish many of the key redevelopment and revitalization elements of the current Village Center Master Plan, and the assessment from the Director, the Town should consider a formal redevelopment area designation.

March 2021 – Economic Development Director gave a presentation to Town Council proving an update on current efforts, and need for a redevelopment area, initial required findings and proposed area boundary. Town Council advised to hold a joint Planning and Zoning commission/EDTAP work session to further review the initial findings and recommended area boundary.

May 24, 2021 – Joint Planning and Zoning/EDTAP work session was held, facilitated by Michael Baker International. The collective group validated the necessity and agreed upon the boundaries in Exhibit A.

June 6, 2021 - Letters were sent to all property owners seeking input on the redevelopment area, and based upon input, staff prepared official notification letters for all property owners of the Public Meeting for Council to review and approve the Resolution to accept the finding of necessity outlined further in this report, and create the Village Center Redevelopment Area boundary as described in Exhibit A.



What is a Redevelopment Area

A Redevelopment Area, per Arizona Revised Statutes, allows municipalities to proactively address issues that inhibit a communities ability to redevelop and revitalize. Specifically, an area where least one of the following characteristics impacts the preponderance of sites.

1. A dominance of defective or inadequate street layout
2. Faulty lot layout in relation to size, adequacy, accessibility or usefulness
3. Unsanitary or unsafe conditions
4. Deterioration of site or other improvements
5. Diversity of ownership
6. Tax or Special assessment delinquency exceeding fair value of the land
7. Defective or unusual conditions of title
8. Improper or obsolete subdivision platting
9. The existence of conditions that endanger life or property by fire and other causes

If the Town determines that at least one of these conditions does exist, it then can establish the area, and develop a redevelopment/revitalization plan that enables a special set of tools. The tools provide communities the ability to:

1. Buy and sell real estate in accordance with the plan
2. Enter into public/private partnerships and redevelopment contracts.
3. Implement enhanced rules for bond financing of municipal improvements
4. Access federal grants and loans
5. Use of eminent domain in accordance with Arizona Revised Statutes
6. The ability to create a separate Redevelopment Commission, that would act as the legislative body for the redevelopment area

The process of creating a redevelopment area is as follows:

1. Declaring the necessity and area map by a Town Council vote
2. The preparation of a redevelopment plan
3. Planning and Zoning approval
4. Super majority vote of Council to approve the Redevelopment plan

The elements of the redevelopment plan include:

1. Statement of boundary
2. Map of existing uses and conditions
3. Land use plan
4. Projected impacts on population density, land coverage and building intensities
5. Proposed zoning changes street layouts and building codes
6. Statement kind and number of site improvements and additional public infrastructure
7. Estimated costs and revenue projections of projects
8. Potential mechanisms for funding projects
9. Statement of proposed relocation of families if displacement is anticipated



Village Center Redevelopment Area Initial Conditions Investigation and Findings

As discussed, the Town of Carefree has been through an extensive process to determine if a preponderance of any of the 9 blight conditions to meet the legislative test for establishment of a redevelopment area. Through this assessment, the Town has determined that a preponderance of sites in the Village Center Redevelopment Area boundary, Exhibit A, are impacted by these conditions.

Dominance of defective or inadequate street layout

Both the Village Center Master Plan and ULI AZTAP studies identified this as a significant issue impacting the development, access and safety surrounding and within the entirety of the Village Center. These primary roadways in both size and accessibility have hindered the visibility, awareness and access to the commercial, and have hindered development along the primary roads as evidenced by multiple vacant infill parcels along Cave Creek Road.

The Village Center has multiple access points off both Tom Darlington Drive and Cave Creek Road, as well as alleyways and a multitude of private driveways, with half of the buildings facing outward and the other half facing inward. In total, the number of access points, streets and how properties interact with these roadways is confusing. This limits the overall development, use potential of a large amount of properties within the area, as well as, hinders significant reinvestment.

Furthermore, the Pedestrian Crosswalk Safety study outlined multiple issues that need to be addressed, in order to slow traffic and create safer bicycle and pedestrian spaces. These include complete reconfigurations of both Tom Darlington Drive and Cave Creek Road to a single lane each way, as well as minimizing the number of drives and streets feeding the Village Center.

The current Kimley Horn study will develop conceptual plans for how these changes can be addressed in a manner that meets the redevelopment and revitalization goals of the Village Center Master Plan. This includes update wayfinding signage and reconfiguring sidewalks, street access, and on street parking. As part of redevelopment, it is anticipated that extensive street and sidewalk improvements will need to be made, and the tools provided by a redevelopment area will allow for more effective means to finance these necessary projects. Additionally, the Town will control a significant amount of right of way, which could potentially be used to increase the viability of infill development and redevelopment of properties along the major arterial streets. The ability to effectively manage this additional real estate, along with other public properties will be part of an overall public real estate strategy to better utilize these properties.

Per the Village Center Master Plan, an emphasis was made on updating and completing sidewalk connections, evaluating parking layout and proximity to retailers, and evaluating street and alleyway closures. In certain cases, alleyways are the primary access to certain properties leading directly to visually blighted situations. The quantity and location of streets and alleyways also limits the size and scope of redevelopment projects, and in several cases. By evaluating necessary streets and alleys, the Town could facilitate redevelopment of existing sites, new development on infill sites, and the aggregation of sites bisected by these non-necessary streets and alley ways.

Faulty lot Layout in relation to size, adequacy, accessibility or usefulness

The mass network of roads, the disproportionate size of streets to the scale of the area, size of remnant lots, and access to these lots has hindered the ability for these lots to be developed. Additionally, parking proximity and efficiencies exist that impact the viability of commercial densities in subsectors for the area. In many cases properties have no dedicated parking spaces, and must rely on the public spaces for both employee and customer parking, and this is hindered by adjacency and proximity.

Many sites are underutilized, including the current Town Hall site, which, per the current Village Center Master Plan is designated for commercial/mixed use redevelopment. The Town is in process of identifying options for Town Hall, but without a redevelopment area, the ability to acquire and dispose of property significantly impacts the Town's ability to more effectively manage its real estate consistent to the plan and vision.

The Town also has some key locations of building vacancy, where the properties have limited value as there useful life and previous uses, no longer make them marketable.

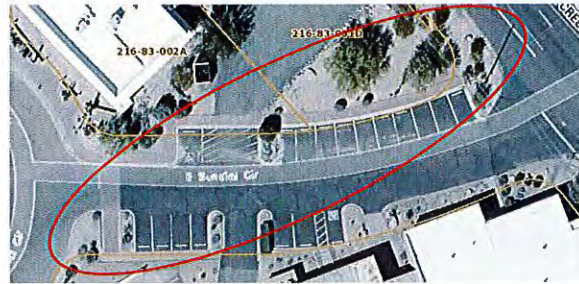
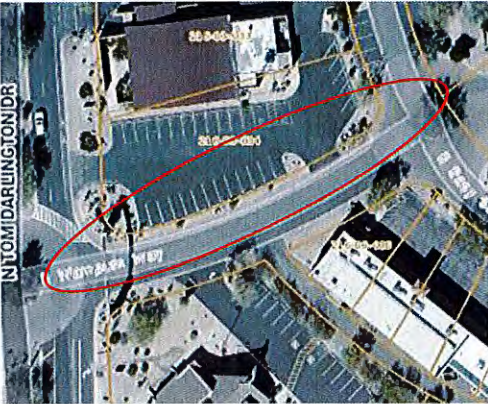
Through the redevelopment plan process, these properties would be addressed, along with zoning, infrastructure improvements and design guidelines that would improve the marketability to revitalization vision.

Unsanitary or Unsafe Conditions

The number one complaint the Town of Carefree receives is pedestrian safety, specifically in and around the Village Center. The Town has multiple crosswalks that need to be addressed, as well as overall pedestrian connectivity, signage and safe circulation that meets ADA criteria. There is no pedestrian infrastructure on the Village Center periphery, forcing residents to one of 4 crosswalks where they walk on the side of the road, and in drainage facilities and landscape easements



Examples of faulty pedestrian areas where pedestrian access simply ceases and puts pedestrians in traffic. There are 16 areas identified as faulty.



Deterioration of site or other improvements

As with any community, buildings have their useful life. Additionally, in Carefree, several buildings were built prior to incorporation of the Town, and are non-compliant with design and landscape standards. The Town has completed an initial assessment, as well as a review of current planning documents and outside expert input in the ULI AZATAP report and Village Center Master Plan. Below are images that outline some of the sites that have one or more of the following: visual blight, are non-compliant with design standards, have sustained vacancy or return on repair costs that exceed redevelopment costs.





Diversity of Ownership

Diversity of ownership, and the total number of properties is a factor to implementing the mixed-use component of the current plan and vision. In total, there are 159 parcels, and 60 separate owners in an area that is approximately 65 acres. One element to successful redevelopment, is the ability to consolidate land and develop cohesive projects that can share development efficiencies.

The Town, as part of a larger real estate and redevelopment plan, would be able assist on the assemblage of land for private projects, subject to Arizona Revised Statutes, as well as, public assemblage for public benefit or use.

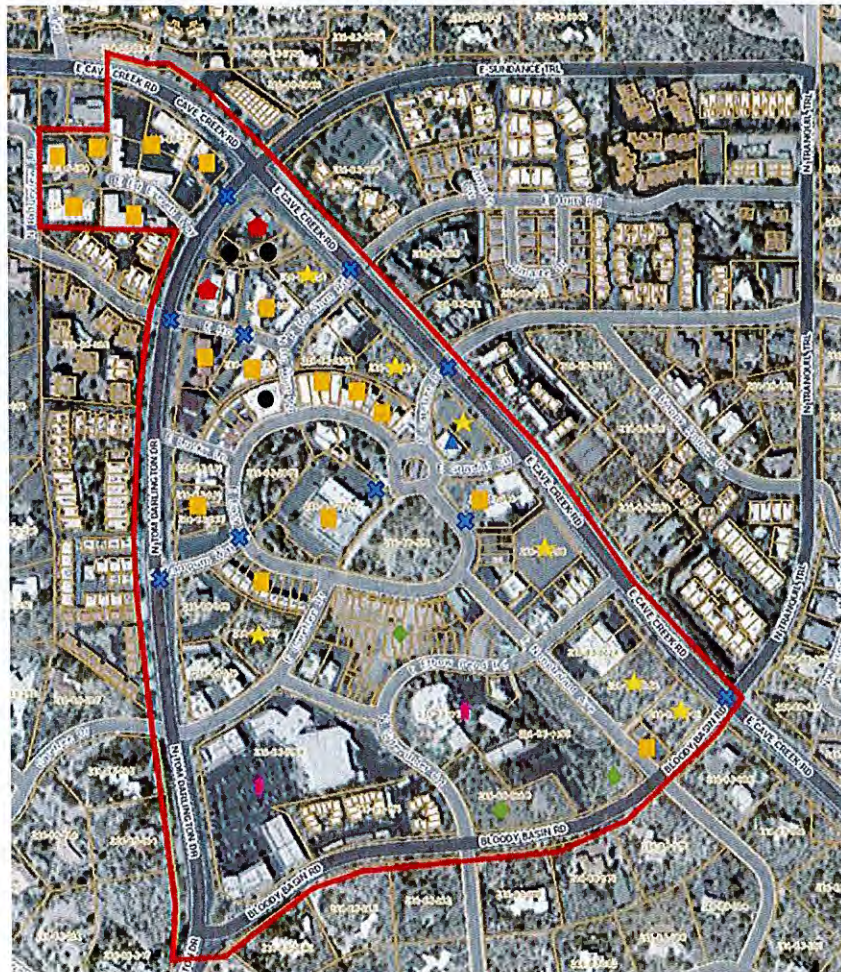
Defective or unusual conditions of title

The area does have issues of title and survey that need to be addressed. There are several parcels that do not match to County records, and many properties with portions of public ROW over private property and visa versa. A formalized study needs to be completed, that defines all ROW ownership including the streets, alleys and public parking, and ensure that all properties that share public ROW have proper easements in place. The Town recently hired a Town Engineer to assist in addressing any property conditions that cloud title or create unusual conditions, uncertainty of ownership, and liability.

Summary

The following map illustrates and summarizes the findings assessment and redevelopment potential of the area within the Redevelopment Boundary. A predominance of the sites would benefit from the provisions and community tools of the redevelopment statute. This assessment took into account those infill properties impacted by poor street layout, underutilized properties, blighted properties, or those at risk of blight, residential diversity and key parcels that present future risk if not included in redevelopment planning.

Redevelopment Area Property Findings Assessment Summary



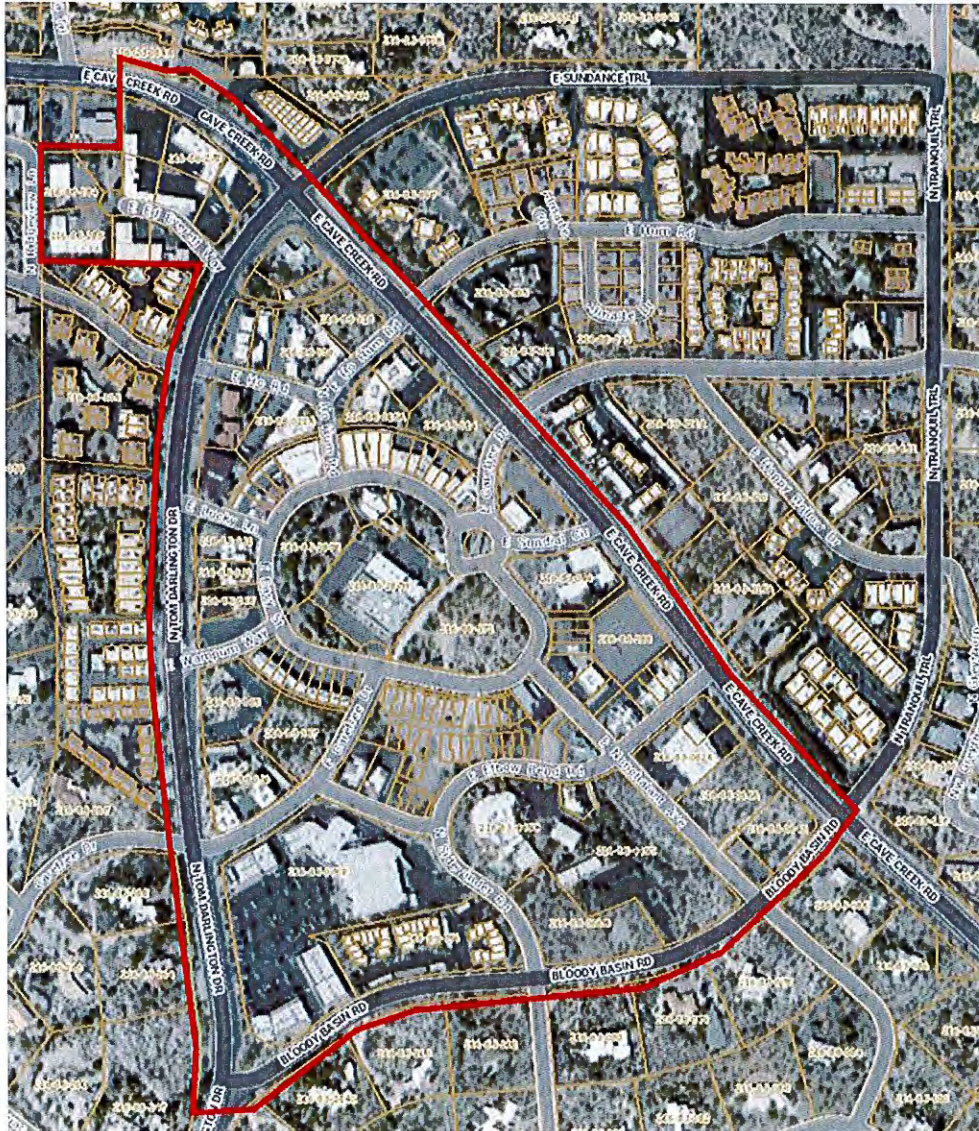
- ★ Infill Commercial Mixed Use – Sites generally hindered by poor street layout site issues
- ◆ Infill Residential Mixed Use – Sites that could improve affordable and diverse housing
- ⬠ Building Near Useful Life- - Redevelopment is eminent but use is relevant
- ▲ Underutilized Site – Site has either sat vacant for extensive time or is the wrong use
- Reposition/Revitalization – Sites that have faulty layouts/parking/access, increasing signs of visual wear, and could benefit form added mixed use and/or additional site intensity
- Adaptive Reuse/Redevelopment – Site has visual blight and/or long-term vacancy
- ⬠ Key large sites where faulty street layout impacts connectivity and marketability
- ⊠ Areas of Public Safety Concern

Exhibit A

Village Center Redevelopment Area Boundary

The Proposed Redevelopment Area Boundary includes all properties and public rights of way in the area generally bounded by Tom Darlington Drive, Ed Everett Way, Ridgeview Lane, Cave Creek Road and Bloody Basin Road. For clarification, the boundary includes the full public rights of way for Cave Creek Road, Bloody Basin Road, and Tom Darlington Drive.

Village Center Redevelopment Area





Resources

Relevant Arizona Revised Statutes

<https://www.azleg.gov/>

Title 36, Chapter 12, Article 3

Title 12, Chapter 8, Article 4.1

Village Center Master Plan

<https://www.carefree.org/DocumentCenter/View/744/Baker-Study-Final-Revitalization-Master-Plan-5-28-2015>

General Plan

<https://www.carefree.org/DocumentCenter/View/53>

ULI AZTAP Study

<https://www.carefree.org/DocumentCenter/View/745/ULI-Town-of-Carefree-AzTAP-Final-Report-May-2014>

Economic Development Workplan

<https://www.carefree.org/DocumentCenter/View/3556/Economic-Development-component-of-the-2020-2022-TC-Strategic-Work-Plan>

Other Resources can be found at www.carefree.org

**TOWN OF CAREFREE, ARIZONA
RESOLUTION 2021-13**

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF CAREFREE DECLARING THE NECESSITY OF THE A
REDEVELOPMENT AREA, ESTABLISHING THE BOUNDARY OF A
REDEVELOPMENT ARE IN THE CAREFREE VILLAGE CENTER AND THE
DECLARING THIS AREA THE CENTRAL BUSINESS DISTRICT FOR CAREFREE,
ARIZONA**

WHEREAS, Arizona Revised Statutes Title 36, Chapter 12, Article 8, provides for the creation of a Redevelopment Area, and requires this declaration per 36-1472. Legislative finding and declaration of necessity

WHEREAS, Exhibit A, defines the boundary for the Redevelopment Area described as the Village Center Redevelopment Area

WHEREAS, The attached document, Village Center Redevelopment Area, outlines the required necessity of finding.

WHEREAS, Staff completed extensive investigation and presented to Town Council the necessity and value of creating a Redevelopment Area on March 2, 2021, and where staff received further direction during a May 24, 2021 joint session of the Planning and Zoning Commission and Economic Development Advisory Panel, to agree to necessity and accept the attached Exhibit A, and to further engage property owners.

WHEREAS, On June 6, staff sent letters to all property owners, by first class mail, per Maricopa County Assessor Records June 6, 2021 soliciting input, and further sent notification of this Public Hearing, by first class mail, to all property owners, per Maricopa County Assessor records on July 6, 2021.

WHEREAS, funds have been budgeted in 2021-2022 to complete the Redevelopment Plan.

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Town Council of the Town of Carefree, Arizona

It is declared:

1. That there exist in municipalities of the state slum or blighted areas which constitute a serious and growing menace, injurious and inimical to the public health, safety, morals and welfare of the residents of the state.

2. That the existence of these areas contributes substantially and increasingly to the spread of disease and crime, necessitating excessive and disproportionate expenditures of public funds for the preservation of the public health and safety, for crime prevention, correction, prosecution, punishment and the treatment of juvenile delinquency and for the maintenance of adequate police, fire and accident protection

and other public services and facilities, constitutes an economic and social liability, substantially impairs or arrests the sound growth of municipalities and retards the provision of housing accommodations.

3. That this menace is beyond remedy and control solely by regulatory process in the exercise of the police power and cannot be dealt with effectively by the ordinary operations of private enterprise without the aids provided by this article.

4. That the acquisition of property for the purpose of eliminating the conditions or preventing recurrence of these conditions in the area, the removal of structures and improvement of sites, the disposition of the property for redevelopment and any assistance which may be given by any public body in connection with these activities are public uses and purposes for which public money may be expended and the power of eminent domain exercised.

5. That the necessity in the public interest for the provisions of this article is declared as a matter of legislative determination.

That the area described in Exhibit A is the Central Business District.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Carefree, Arizona, this 3rd day of August, 2021.

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

FOR THE TOWN OF CAREFREE

ATTESTED TO:

Les Peterson, Mayor

**Kandace French-Contreras,
Town Clerk**

APPROVED AS TO FORM:

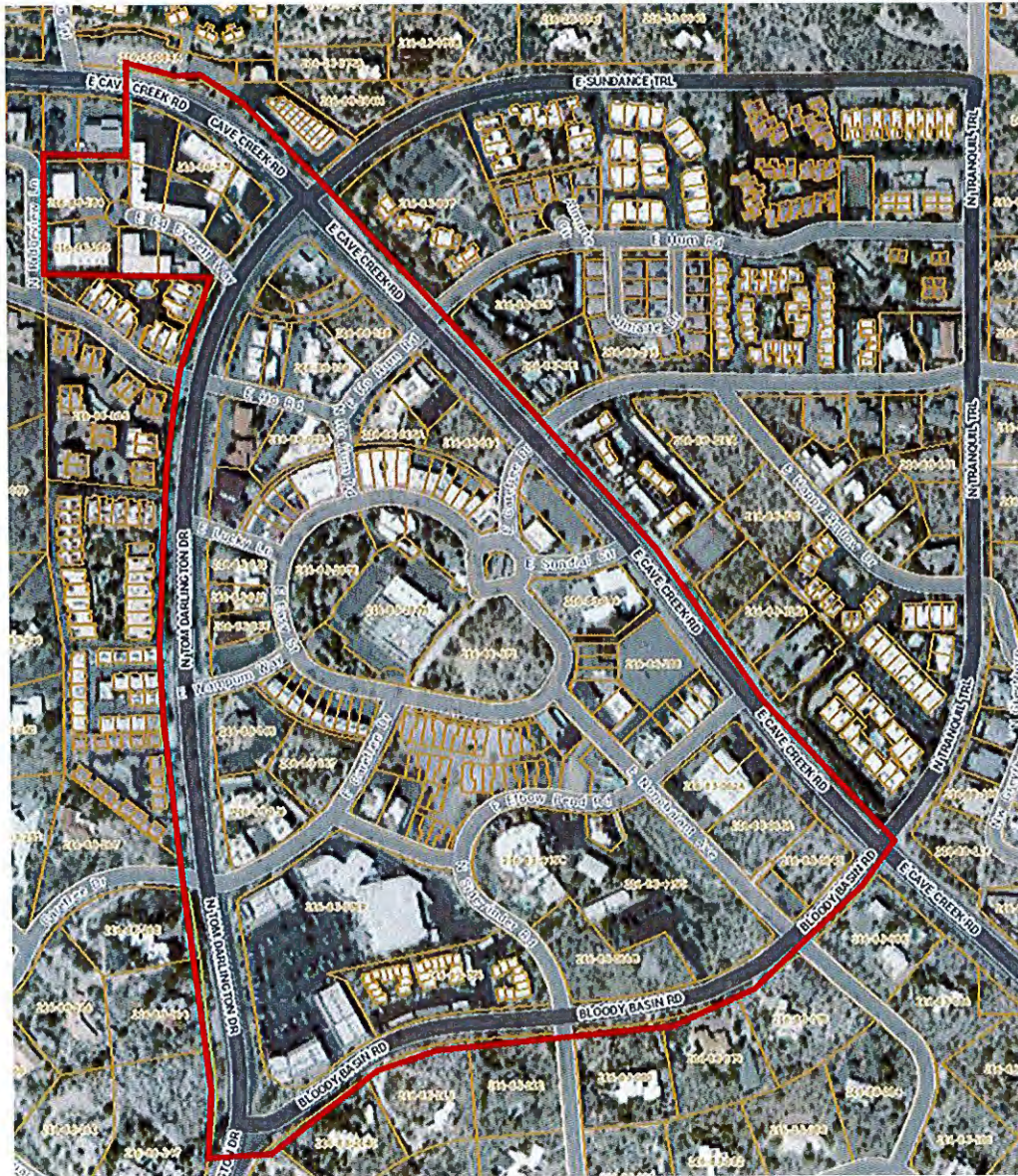
Michael Wright, Town Attorney

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Village Center Redevelopment Area





Agenda Item #

**TOWN OF CAREFREE
INFORMATION SUMMARY**

MEETING

DATE: August 3, 2021

SUBJECT: Patio Lease Agreement with Office on Easy Street, Inc. d/b/a Venues Café

ATTACHMENTS: **Patio Expansion Ground Lease Agreement**

SUMMARY:

Over the past few years, the Town and Venues Cafe have been in discussion regarding the potential expansion of a patio in front of Venue's Café.

During the Pandemic in 2021, restaurants were encouraged to expand outdoor seating via extension of premises. The Town worked with Venues Cafe, and provided an area in the parking lot immediately in front of Venues Café. After further discussion and consideration, staff and Venues decided to pursue a more permanent patio extension, while maintaining flexibility for the future of Town Center.

The attached lease summary of Terms.

- 5 years with two 5 year options
- 472.5 square feet
- \$500 annual Lease payment
- Restriping of existing parking area to minimize loss of parking spaces and relocate ADA spaces
- Added bicycle parking
- Improvements will minimize impact to the underlying asphalt, will be independent to the existing premises (may attach, but not permanently), which will allow for flexibility as we evaluate parking and circulation
- Will maintain a 44" pedestrian walkway

ACTION NEEDED:

Council Vote

REPORT PREPARED BY:

Steve Prokopek, Economic Development Director

WHEN RECORDED RETURN TO:
KANDACE FRENCH
TOWN OF CAREFREE
P.O. BOX 740
CAREFREE, AZ 85377

PATIO EXPANSION GROUND LEASE AGREEMENT

THIS PATIO EXPANSION GROUND LEASE AGREEMENT ("Lease") is made and entered into as of the 29th day of July, 2021, by Office on Easy Street, Inc., d/b/a Venue's Café ("Lessee") and the Town of Carefree ("Lessor"), collectively referred to herein as the "Parties" and individually, a "Party".

RECITALS

WHEREAS, the Town of Carefree ("Lessor") is the fee owner of that certain real property located within the Easy Street Town Rights-of-Way denoted within the Original Carefree Plat, and depicted in the map attached hereto as Exhibit "A".

WHEREAS, Lessee's desires to make certain improvements to its restaurant/café by extending its patio to include three (3) existing parking spaces within the Town's right-of-way shown on Exhibit "A" (the "Patio Expansion").

WHEREAS, subject to and in accordance with the terms and conditions of this Agreement, Lessee agrees to be responsible for all construction, maintenance, repair and liability of the patio expansion.

WHEREAS, the Parties desire to memorialize this Agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation. The above Recitals are hereby incorporated herein and made a part hereof.
2. The Premises. The Premises consists of the retail property and existing patio and pedestrian walkway that comprises Venues Café. The primary use of the Premises is dining, and any use of the Leased Area, as described in Section 3 of this agreement, will be to expand the seating area and use of the Premises.
3. Leased Area. Lessor hereby leases Lessee the Leased Area, described in Exhibit "A" attached to this Agreement, for the purpose of allowing Lessee to expand its existing patio. The Lease is for the exclusive benefit of Lessee, subject to the terms and conditions and limitations set forth in this Agreement. Lessee, its guests and invitees, shall have full and unfettered use of the Leased Area to allow for the extension of its current patio in conjunction with the operations of the Premises.

4. Pedestrian Walkway. Lessee shall maintain the current pedestrian walkway that is 44 inches from face of curb on the north side of Easy Street northward towards Premises, running adjacent to the length of the Leased Area.
5. Lease Term. The term of the Lease agreement is for 5 (five) years from the Commencement Date, and will end on the Lease Expiration Date, which is the final day of the five-year Lease Term.
6. Commencement Date. The date both parties fully execute this lease agreement.
7. Lease Expiration Date. The last day of the Lease Term or any Renewal Options.
8. Renewal Option. The Lease Term will be automatically extended for 2 (two) additional 5 (five) year terms. Either Party may Cancel the lease with at least 6-month notice prior to the Lease Expiration Date.
9. Lease Payment. The Lease Payment is \$500.00 per year, payable quarterly, commencing 60 days from Lease Commencement. The Lease Payment will increase by 15% each Lease Term renewal.
10. Lease Payment Credit. The cost for any Offsite Improvements outside of the Leased Area, shall be applied as a direct credit towards future Lease Payments. These improvements, and the estimated costs, shall be approved by Lessor prior to construction. Final costs shall not exceed 10% of the original estimate.
11. Lessee Failure to Pay Lease Payment. In the event Lessee does not make the required payment, Lessor shall provide written notice of late payment. Upon written notice of late payment, Lessee shall have 15 business days to pay. If Lessee fails to make payment within the grace period, Lessee will be deemed in default of this agreement. Lessee shall have 30 calendar days to cure the breach by making payment plus 30% penalty. If the breach persists beyond the cure period, the Town shall have the right to terminate the Lease, and Lessor shall have no rights, per this agreement, to access the Leased Area.
12. Offsite Improvements. Offsite Improvements include those improvements made by Lessee outside of the Leased Area. These improvements include the restriping of the public parking area, as depicted in Exhibit C, which includes moving the two ADA spaces. This work will be completed by a qualified contractor, and Lessee must complete Offsite Improvements 60 days from the Lease Commencement Date. The area, immediately adjacent to east side of the Leased Area, and west of the existing raised median, as shown in Exhibit C, and generally shown on Exhibit B, is designated as bicycle parking. Lessee shall provide a bicycle rack, which will become property of the Lessor. Lessor reserves the right to utilize this area for car parking at any time. Lessee will have no obligation to maintain or remove the Offsite Improvements, and Lessor may remove or modify the Offsite improvements at any time.
13. Onsite Improvements. Lessee shall provide the Town plans for all Onsite Improvements (Those in the Leased Area including the pedestrian walkway) and secure and maintain all proper approvals and permits to facilitate the safe and functional operation of the Premises

and Leased Area. All Onsite Improvements must be installed by a licensed and bonded contractor, and shall be property of the Lessee during the Lease Term. The Onsite Improvements will consist of a raised paver patio (installed to match the grade of the adjacent drainage structure and pedestrian walkway) patio cover, lighting, and misting system as generally depicted in Exhibit B. The Onsite Improvements are to be installed in a way that maintains the underlying asphalt, however concrete footers for shade structures are allowed. The Onsite Improvements can't be attached to any part of the Premises that would make Onsite Improvements a permanent fixture to the Premises. Any electrical service from the Premises to the Leased Area will need to meet applicable codes.

14. Drainage. Lessee will allow for adequate drainage along the existing curb and gutter, and Onsite Improvements will need to allow for adequate runoff and drainage. Lessee shall install a drainage cover to be flush to the top adjacent pedestrian walkway, as to eliminate any grade difference between the cover and pedestrian walkway as described in section 4 of this Agreement.
15. Document Review Times. All documents requiring review by either party, will be reviewed and returned within 15 business days.
16. Leased Area Use. The Leased Area shall only be used as an extension of Lessee's patio, and such use shall be consistent with the operation of a restaurant, except for where a Pedestrian Easement is required per Section 3 of this agreement. Additionally, the patio space can be used for live entertainment in conjunction with providing dining services. During large events, Lessee may coordinate with event organizers to provide space for a wine or beer garden, as long as such arrangement meets state and county laws and regulations.
17. Maintenance and Repair. Lessee shall, at no cost or expense to the Town, at all times during the term hereof maintain, or cause to be maintained, the Patio Expansion in good, clean and orderly condition (the "Maintenance"). The Maintenance shall consist of the following:
 - a) Graffiti removal, painting, drainage repairs, other repairs to ensure an orderly condition;
 - b) Removing all papers, debris, filth and refuse to the extent necessary to keep the patio in a clean and orderly condition; and
 - c) Ensure all outdoor patio improvements furniture and/or fixtures are placed in a manner as to not interfere with sight clearance for pedestrians, bicycles and vehicles traveling along Easy Street;
 - d) In no event shall the Maintenance include:
 - (i) Maintaining, repairing or replacing public utilities;
 - (ii) Maintaining, repairing or replacing street lights, or related fixtures or equipment;
 - (iii) Maintaining, repairing or replacing storm drains, sewers or any other subsurface improvements, except as specifically provided otherwise in (2.) above; or,
 - (iv) Maintaining, repairing or replacing street improvements without limitation, curb, sidewalks and gutters.
18. Indemnification and Insurance. Lessee expressly assumes for itself, its agents, employees and contractors all risks for liability and damages to persons or property which might occur as a

result of the installation, maintenance, and operation of the patio expansion. Lessee shall provide indemnification and insurance as set forth in Exhibit "D" - "Insurance Requirements."

19. Taxes. For tax purposes, any improvements to the Leased Area are not appurtenant to the underlying real property, and considered tenant improvements. Lessee is responsible for all ad valorem taxes associated with these improvements.
20. Dispute Resolution. - All disputes and controversies of every kind and nature between the parties hereto arising out of or in connection with this Agreement as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination thereof shall, if dispute or controversy cannot be settled through negotiation, be submitted to binding private arbitration. Any settlement agreement signed by the parties pursuant to the arbitration shall be binding.
21. Attorneys' Fees and Costs. . If any party bring an action in connection with this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
22. Binding on successors. This Agreement shall be binding upon the successors or assigns of Lessee.
23. Unsubordinated Ground Lease. The Lessor shall have no requirement or obligation to pay any loans or mortgages put in place by Lessee to cause any of the improvements, within, or outside the Leased Area.
24. Termination.
 - a. Termination for cause.
 - i. In the event Lessee fails to maintain the Patio Expansion as required herein, or breaches this Agreement, Lessor shall give Lessee a minimum of 90-days' notice to come into compliance with this Agreement unless there is an immediate safety concern. In the event of an immediate safety concern, or after 90-days' notice, Lessor may, at its option, provide maintenance and/or remove the Patio Expansion and collect all costs from Lessee, or
 - ii. If Lessee Fails to start construction of the Onsite Improvements within 60 days of Lease Commencement Date, This Lease will become null and void and deemed terminated. Lessee will not be reimbursed for any costs.
 - b. Other Termination. In the event Lessor needs to terminate the Lease to accommodate a Public Use, or reclaim parking, Lessor will reimburse Lessee costs based upon the following formula. $((\text{Onsite Improvement costs made within the current Lease Term} + \text{removal costs}) \times \text{the percentage of remaining days on Lease Term or Renewal Term}) - \text{remaining amount of Lease Payment}$. In the event the Lease Payment was prepaid, this remaining amount of Lease Payment is zero (0).
 - c. Termination of Lease. Upon Termination of the Lease, Lessee shall remove all Onsite Improvements, and return the Leased Area to a street level condition, restoring any damaged asphalt. Lessor shall have the right to revert the property back to parking or any other right of way improvement it deems acceptable. Lessor shall clear the Leased area of any furniture, and disconnect any electric and/or water connections to the Leased Area.

25. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be given
- by Federal Express (or other established express delivery service which maintains delivery records),
 - by hand delivery, or
 - by certified or registered mail, postage prepaid, return receipt requested, to the Parties at the following addresses, or at such other address as the Parties may designate by written notice in the above manner.

To the Town of Carefree:

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

To Venue's:

Catherine Marr
c/o Venues Cafe
PO Box 2000, Carefree AZ
85377

Such communications may also be given by facsimile transmission, provided such communication is concurrently given by one of the above methods. Notices shall be deemed effective upon receipt, or upon attempted delivery thereof if delivery is refused by the intended recipient or if delivery is impossible because the intended recipient has failed to provide a reasonable means for accomplishing delivery.

26. Miscellaneous. This agreement may be modified or amended only by a writing duly executed by both Parties. The invalidity or unenforceability of any provision of this Agreement or the applicability or inapplicability to either Party, shall in no way affect the validity or enforceability of any of the remaining provisions hereof or their applicability to the other Party. This Agreement shall be construed according to and governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the date first above written.

SIGNATURES TO FOLLOW ON NEXT PAGE

TOWN OF CAREFREE

OFFICE ON EASY STREET, INC., D/B/A VENUE'S
CAFÉ

Gary Neiss
Town Administrator

Date: _____

By: Catherine Marr
Printed Name: Catherine A Marr
Its: President
Date: 7/29/21

EXHIBIT "D"
INSURANCE REQUIREMENTS

The Lessee and any Lessee contractor shall provide the Town of Carefree with a certificate of insurance specifically listing the Town of Carefree as insured under the policy. The minimum coverage shall be \$1,000,000 and shall be carried by the Lessee during the term of this Agreement. Failure to comply will result in termination of Agreement with cause.



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

DLLC USE ONLY

CSR: _____
 Log #: _____



APPLICATION FOR EXTENSION OF PREMISES/PATIO PERMIT

OBTAIN APPROVAL FROM LOCAL GOVERNING BOARD BEFORE SUBMITTING TO THE DEPARTMENT OF LIQUOR
 Notice: Allow 30-45 days to process permanent change of premises

Permanent change of area of service. A non-refundable \$50. Fee will apply. Specific purpose for change:
Extension of patio into 3 existing parking spaces in front of restaurant to increase outdoor dining and social distancing

Temporary change (No Fee) for date(s) of: ___/___/___ through ___/___/___ list specific purpose for change:

1. Licensee's Name: Marr Catherine A License #: 12078015
Last First Middle

2. Mailing address: PO Box 2000 Carefree AZ 85377-2000
Street City State Zip Code

3. Business Name: Office on Easy Street, Inc DBA Venues Cafe

4. Business Address: 34 Easy Street Carefree AZ 85377
Street City State Zip Code

5. Email Address: Venuescafe@gmail.com

6. Business Phone Number: 480-595-9909 Contact Phone Number: 602-510-1516

7. Is extension of premises/patio complete?
 If no, what is your estimated completion date? 09/01/2021

8. Do you understand Arizona Liquor Laws and Regulations?
 Yes No

9. Does this extension bring your premises within 300 feet of a church or school?
 Yes No

10. Have you received approved Liquor Law Training?
 Yes No

11. What security precautions will be taken to prevent liquor violations in the extended area? extension will be a raised paver patio with fencing around the area including posted signs stating no liquor beyond this point.

12. **IMPORTANT:** Attach the revised floor plan, clearly depicting your licensed premises along with the new extended area outlined in black marker or ink, if the extended area is not outlined and marked "extension" we cannot accept the application.

Barrier Exemption: an exception to the requirement of barriers surrounding a patio/outdoor serving area may be requested. Barrier exemptions are granted based on public safety, pedestrian traffic, and other factors unique to a licensed premises. List specific reasons for exemption:

Approval Disapproval by DLLC: _____ Date: ____/____/____

Catherine A Marr

I, (Print Full Name) Catherine A Marr hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: Catherine Marr

GOVERNING BOARD

After completion, and **BEFORE submitting to the Department of Liquor**, please take this application to your local Board of Supervisors, City Council or Designate for their recommendation. This recommendation is not binding on the Department of Liquor.

Approval Disapproval

Authorized Signature

Title

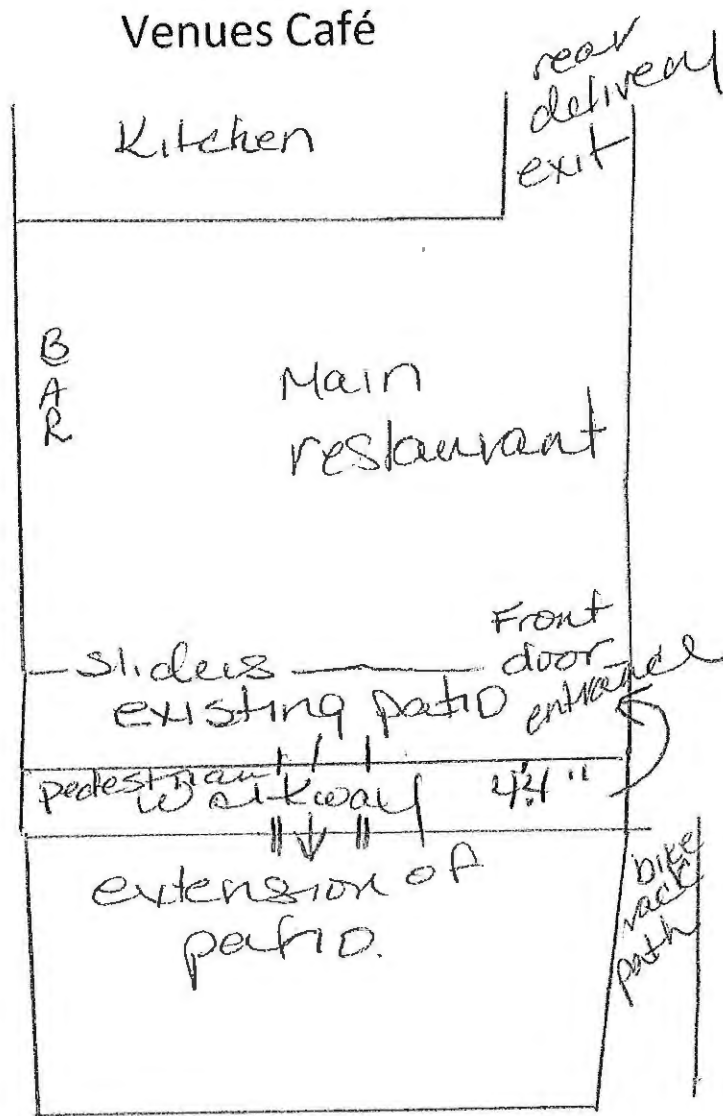
Agency

Date

DLLC USE ONLY

Investigation Recommendation: Approval Disapproval by: _____ Date: ____/____/____

Director Signature required for Disapprovals: _____ Date: ____/____/____



fencing all around extension
 with 0 1/2 ft entrance from
 existing patio thru existing
 patio

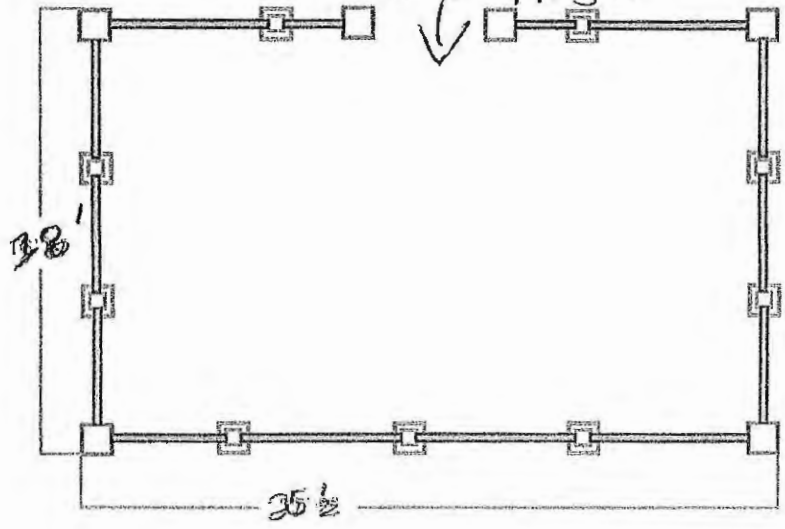
see attached



Venues Cafe Layout 2- NO Gate

Black, Square Weave Panels

entrance at chain of sight
↓



- 2x 3ft Panels
- 7x 5ft Panels
- 5x 7ft Panels
- 4x Corner Planter Stands
- 9x Straight Stands
- 2x End Planter Stands

Freight: \$380

~~Total: \$12,660.00~~