

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

WHEN: TUESDAY, NOVEMBER 7, 2023

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

LIVESTREAM: [CAREFREE YOUTUBE CHANNEL](https://www.youtube.com/@Carefree.AZgov)
<https://www.youtube.com/@Carefree.AZgov>

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

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

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

1. Approval of the October 3, 2023, Town Council Regular Meeting Minutes.
2. Acceptance into the public record of the September 2023 paid bills.
3. Acceptance into the public record of the October 2023 paid bills.
4. Acceptance of the cash receipts and disbursements report for August 2023.
5. Acceptance of the cash receipts and disbursements report for September 2023
6. Approval of the closure of Ho and Hum streets on Saturday, November 11, 2023, from 7:00 a, m to 12:00 p.m.for the Carefree's Veterans Day Celebration.

REGULAR AGENDA:

7. Current Events.

8. Presentation and discussion by Bill Dolezel, Interim Superintendent of Cave Creek Unified School District.
9. Introduction of Maricopa County Sheriff's Office (MCSO) District 4 Captain David Letourneau and review and discussion of MCSO service within the Town of Carefree
10. Review, discussion and possible action to approve Resolution 2023-10 approving the 2023-2024 Strategic Economic Development Workplan.
11. Review, discussion and possible action to approve a contract with CEC in order to meet Arizona Department of Environmental Quality requirements.
12. Review, discussion and possible approval of Resolution 2023-11 adopting the Municipal Traffic Calming Policy.
13. Review, discussion and public hearing to approve the Town of Carefree Floodplain Ordinance 2023-05 replacing Ordinance 2019-03 (*Second Reading*).
14. Review, discussion and possible action to approve Resolution 2023-12 approving the Intergovernmental Agreement between the Arizona Department of Revenue and the Town of Carefree for the administration, collection, audit and/or licensing of transaction privilege tax.
15. Review, discussion and possible action to authorize approximately \$21,500 of Town Center Capital Funds for Easy Street storefront median landscape.

CALL TO THE PUBLIC

16. Call to the Public: Consideration of comments from the public. Pursuant to Section 2-4-7(0) of the Town Code and A.R.S. 38-431.01(H), those wishing to address the Council need not request permission in advance. The public may address the Council on matters not on the agenda. At the conclusion of an open call to the public, individual members of the public body may respond to criticism made by those who have addressed the public body, may ask staff to review a matter, direct staff to study the matter, reschedule the matter for further consideration and decision at a later date, or may ask that a matter be put on a future agenda. However, the Council may not discuss or take legal action at this time. Please limit your comments to not more than 3 minutes.
17. Adjournment.

DATED this 2nd Day of November, 2023.

TOWN OF CAREFREE

BY:


Kandace French Contreras, Town Clerk/Treasurer

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

Connect with us!



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Email: info@carefree.org

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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.

TOWN OF CAREFREE

MEETING DATE: November 07, 2023

SUBJECT: Acceptance into the public record of the September 2023 paid bills.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

Attachments

Sept 2023 Paid Bills

Check Register Report

ALL CHECKS SEPTEMBER 2023

Date: 09/29/2023

Time: 11:39 am

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
49572	09/01/2023	Printed		0632	A-Z EQUIPMENT RENTAL & SALES	Road Broom Rental 1 Week	1,393.34
49573	09/01/2023	Printed		1470	BROWN & ASSOCIATES	August 23 Bld Inspect 149.5 Hr	15,325.00
49574	09/01/2023	Printed		3699	CANON FINANCIAL SERVICES, INC	Sep 23 Lg Format Copier Maint	101.43
49575	09/01/2023	Printed		0389	CAREFREE WATER COMPANY, INC	Reimb 25% CASE Backhoe Service	187.76
49576	09/01/2023	Printed		1460	COX COMMUNICATIONS	Sep 23 Town Internet & Phones	1,029.12
49577	09/01/2023	Printed		1058	DAILY JOURNAL CORPORATION	Legal Ad Prj 2023-3 RFP Draina	2.61
49578	09/01/2023	Printed		3367	DOG WASTE DEPOT	6,000 Dog Waste Bags	228.47
49579	09/01/2023	Printed		1880	EMPIRE SOUTHWEST	Generator Maint Fire Station	1,642.14
49580	09/01/2023	Printed		1880	EMPIRE SOUTHWEST	Generator Maint 8 Sundial Circ	1,389.44
49581	09/01/2023	Printed		3741	INFINITY FIRE COMMUNICATIONS	Brush Truck Fire Radio	3,823.67
49582	09/01/2023	Printed		3047	L.N. CURTIS & SONS	Eagle Breathing Air Compressor	2,032.36
49583	09/01/2023	Printed		0091	MARICOPA COUNTY TREASURER	July 2023 Court Remittance	690.64
49584	09/01/2023	Printed		3015	NOTHING BUT NET	Sep 23 Comp Maint Agreements	1,958.48
49585	09/01/2023	Printed		3403	PROSKILL PLUMBING, HEATING	Repl Fire AC Drain Pan	854.00
49586	09/01/2023	Printed		0021	STATE TREASURER	July 2023 Court Remittance	4,548.82
49587	09/01/2023	Printed		3461	TITAN COMMERCIAL CLEANING	Aug 23 Town, Gardens Cleaning	7,305.00
49588	09/01/2023	Printed		0080	US POSTAL SERVICE	Town Rent PO Box 740 1 Year	332.00
49589	09/01/2023	Printed		3115	VERIZON WIRELESS	Aug 23 Maobile Phone Service	1,479.58
49590	09/08/2023	Printed		3595	AMAZON CAPITAL SERVICES	Town Office Supplies Aug 2023	1,157.03
49591	09/08/2023	Printed		0414	AZ MUN. RISK RETENTION POOL	1st Qtr FY2024 Town Insurance	26,614.79
49592	09/08/2023	Printed		1753	BERTRAM SIGNS & GRAPHICS	2 Carefree Seal Signs f Trucks	54.65
49593	09/08/2023	Printed		0389	CAREFREE WATER COMPANY, INC	Sept 23 Water All Depts	3,887.59
49594	09/08/2023	Printed		3299	CIRCLE K UNIVERSAL	Aug 23 Gasoline All Depts	1,754.63
49595	09/08/2023	Printed		1329	COLONIAL SUPPLEMENTAL INS	Aug 23 Suppl Ins K French	86.73
49596	09/08/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Sept 23 Gardens Maintenance	2,000.00
49597	09/08/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Sept 23 Medians Maintenance	4,955.00
49598	09/08/2023	Printed		1320	KARSTEN'S ACE HARDWARE	Aug 23 Pub Wrks Supplies	173.39
49599	09/08/2023	Printed		3221	NATIONAL BANK OF ARIZONA	Pickup Rprs,Marketing Software	3,581.86
49600	09/08/2023	Printed		3015	NOTHING BUT NET	Additional Aug 23 Comp Support	412.50
49601	09/08/2023	Printed		3010	REPUBLIC SERVICES #753	Sep 23 Trash PU 8 Sundial Cir	745.94
49602	09/08/2023	Printed		3010	REPUBLIC SERVICES #753	Aug 23 Shop 40 Yrd Rolloffs	1,108.97
49603	09/08/2023	Printed		3425	RURAL ARIZ GROUP HEALTH	Sept 23 MedicalDental/Vision	16,256.30
49604	09/08/2023	Printed		1691	SPARKLETT'S	Aug 23 Bottled Water All	111.50
49605	09/08/2023	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Sept 23 Town Copier Maint&Leas	369.00
49606	09/15/2023	Printed		0300	ARIZ PUBLIC SERVICE	September 23 Electric All Dept	4,005.38
49607	09/15/2023	Printed		815	ARIZ SECRETARY OF STATE	State Election Offcer Recert	50.00
49608	09/15/2023	Printed		3597	BMI	Music Royalty Fee 9/1/23 8/24	421.00
49609	09/15/2023	Printed		1460	COX COMMUNICATIONS	Sept 23 Shop Internet & Phones	356.20
49610	09/15/2023	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards Mayor	59.29
49611	09/15/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Amphith LandscapeSpruceUp Finl	3,653.75
49612	09/15/2023	Printed		3210	ECOBLU POOLS MY POOL GAL, INC	Aug&Sep23 Grdns Fountain Sv	1,200.00
49613	09/15/2023	Printed		1575	GRAINGER	Maint Shop Safety Equip & Sup	1,083.40
49614	09/15/2023	Printed		3578	LIBERTY UTILITIES	Aug 23 Gardens +All Sewer	1,260.40
49615	09/15/2023	Printed		1876	LOWE'S	Aug 23 Shop, Gardens Supplies	851.05
49616	09/15/2023	Printed		3403	PROSKILL PLUMBING, HEATING	Repl Gardns Restrnm Toilet Part	349.00
49617	09/15/2023	Printed		3527	RICK ENGINEERING CO - ARIZONA	Ped Crosswalk Impr Prj to 8/25	712.50
49618	09/15/2023	Printed		0668	RURAL METRO FIRE DEPT.	Aug 23 Fire Truck Diesel	782.76
49619	09/15/2023	Printed		0668	RURAL METRO FIRE DEPT.	Sep 23 Fire Service Contract	152,416.66
49620	09/15/2023	Printed		1794	STAPLES ADVANTAGE	Court Office Supplies	395.22
49621	09/15/2023	Printed		3598	STORQUEST - CAREFREE-CC	Oct 23 Rental Unit 1221	459.74

Check Register Report

ALL CHECKS SEPTEMBER 2023

Date: 09/29/2023

Time: 11:39 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							
49622	09/15/2023	Printed		3352	UNUM LIFE INSURANCE COMPANY	Oct 23 Short Term Dis Ins	453.98
49623	09/22/2023	Printed		3625	AETNA LIFE INSURANCE CO	Sep 23 Supplemental Ins	209.87
49624	09/22/2023	Printed		3495	ASSURITY LIFE INSURANCE CO	Sep 23 Supplemental Ins	384.28
49625	09/22/2023	Printed		3293	CITI CARDS	Town Off Sup, Gardens Radio	788.31
49626	09/22/2023	Printed		3450	CITY OF TEMPE MUN COURT	East Valley Reg Veterans Ct	448.66
49627	09/22/2023	Printed		3210	ECOBLU POOLS MY POOL GAL, INC	Splash Pad & Fountain Timers	190.00
49628	09/22/2023	Printed		1640	FOOTHILLS CARING CORPS	LTAf additional Later Passthru	90.00
49629	09/22/2023	Printed		3742	IMPERIAL EXCAVATING LLC	Refund Bld Permit 23-0137	100.00
49631	09/22/2023	Printed		949	TARA. PARASCANDOLA	Sep 23 Court Magistrate Servic	3,978.38
49632	09/22/2023	Printed		3743	PERFORMANCE RADIATOR	KickBroom Repair Estimate	35.00
49633	09/22/2023	Printed		3403	PROSKILL PLUMBING, HEATING	Rpr 5 LiteBallasts&3 Ext Lites	1,922.00
49634	09/22/2023	Printed		3053	QUADIENT, INC	Town Postage Meter Lease	97.71
49635	09/22/2023	Printed		3718	REBEL STRIKE LLC	Brush Truck RAM 5500 REBEL ATX	119,580.00
49636	09/22/2023	Printed		1920	SOUTHWEST GAS	Sep 23 Nat Gas All Depts	117.20
49637	09/22/2023	Printed		0337	SUNSTATE EQUIPMENT CORP	3 Wheel Broom Rental 1 Week	2,816.21
49638	09/22/2023	Printed		3739	WRIGHT, MICHAEL ESQ	General Legal thru 9/5/23	5,040.00
49639	09/29/2023	Printed		0414	AZ MUN. RISK RETENTION POOL	1st Qtr FY2024 Worker Comp Ins	5,979.37
49640	09/29/2023	Printed		3699	CANON FINANCIAL SERVICES, INC	Oct 23 Lg Format Copier Maint	101.43
49641	09/29/2023	Printed		3612	DOMENICO, DEBBIE	Office Supplies, Postage	196.25
49642	09/29/2023	Printed		3210	ECOBLU POOLS MY POOL GAL, INC	Oct23 Gardens Fountains Servic	600.00
49643	09/29/2023	Printed		0010	MARICOPA COUNTY	Aug 2023 MCSO Jail Housing	608.12
49644	09/29/2023	Printed		0010	MARICOPA COUNTY	OCT23 MCSO Sheriff's Patrol	48,612.44
49645	09/29/2023	Printed		978	MOTOROLA SOLUTIONS, INC	Brush Trk Radio APX8500	8,919.83
49646	09/29/2023	Printed		3015	NOTHING BUT NET	Oct 23 Comp Maint Agreements	1,958.48
49647	09/29/2023	Printed		3744	RAP PROPERTIES, LLC	4th Qtr 2023 Storage Yard Rent	1,500.00
49648	09/29/2023	Printed		3236	SHARP BUSINESS SYSTEMS	Court Copier Maintenance	145.16
49649	09/29/2023	Printed		1947	STUCKEY, KEVIN	Court Security 9/27/23	60.00
49650	09/29/2023	Printed		3115	VERIZON WIRELESS	Sep 23 Mobile Phones All	437.71

Total Checks: 78 **Checks Total (excluding void checks):** 481,020.48

Total Payments: 78 **Bank Total (excluding void checks):** 481,020.48

Total Payments: 78 **Grand Total (excluding void checks):** 481,020.48

TOWN OF CAREFREE

MEETING DATE: November 07, 2023

SUBJECT: Acceptance into the public record of the October 2023 paid bills.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

Attachments

October Paid Bills

Check Register Report

ALL CHECKS OCTOBER 2023

Date: 10/27/2023

Time: 11:59 am

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 1

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
49651	10/05/2023	Printed		1512	ARROWAWARDS	50th Aniv Plaque DT	67.80
49652	10/05/2023	Printed		3299	CIRCLE K UNIVERSAL	Sep 23 Gasoline All Depts	1,007.79
49653	10/05/2023	Printed		1329	COLONIAL SUPPLEMENTAL INS	Sep23 Supplemental Ins	57.82
49654	10/05/2023	Printed		1460	COX COMMUNICATIONS	Town Hall Internet & Phones	1,026.35
49655	10/05/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	AmphitheaterGravel Install 1/2	15,591.08
49656	10/05/2023	Printed		3065	H&E EQUIPMENT SERVICES INC.	Boom Lift Repair Parts	966.61
49657	10/05/2023	Printed		1320	KARSTEN'S ACE HARDWARE	Sept Pub Wrks Supplies	118.48
49658	10/05/2023	Printed		0091	MARICOPA COUNTY TREASURER	Aug 2023 Court Remittance	596.42
49659	10/05/2023	Printed		3613	MGX EQUIPMENT SERVICES	Repair TyCo Street Sweeper	6,403.92
49660	10/05/2023	Printed		3221	NATIONAL BANK OF ARIZONA	St Sweeper Rpr, Brush Trk Sup	4,687.98
49661	10/05/2023	Printed		3221	NATIONAL BANK OF ARIZONA	Sep 23 Office Supplies	66.06
49662	10/05/2023	Printed		3015	NOTHING BUT NET	Addtl Sep 23 Computer Support	2,402.62
49663	10/05/2023	Printed		3342	PHOENIX BUSINESS JOURNAL	Bus Journal Subscrip	146.61
49664	10/05/2023	Printed		3744	RAP PROPERTIES, LLC	Shop Yard Rent Tax	52.50
49665	10/05/2023	Printed		3010	REPUBLIC SERVICES #753	Oct23 Trash PU 8 Sundial Circ	751.55
49666	10/05/2023	Printed		3010	REPUBLIC SERVICES #753	Sep 23 Shop 40 Yard Rolloff	207.18
49667	10/05/2023	Printed		3592	SOUTHWEST CERAMIC COATINGS INC	Phase 4 Gardens Painting Metal	16,932.00
49668	10/05/2023	Printed		0021	STATE TREASURER	Aug 23 Court Remittance	6,590.96
49669	10/05/2023	Printed		1947	STUCKEY, KEVIN	Replace Lost Check July 23	60.00
49670	10/05/2023	Printed		3226	TECH 4 LIFE COMPUTERS	Engineering Laptop Diagnostics	138.00
49671	10/05/2023	Printed		3461	TITAN COMMERCIAL CLEANING	Sep 23 Town, Gardens Cleaning	7,305.00
49672	10/05/2023	Printed		352	WESTERN STATES PETROLEUM INC.	Sep 23 Pub Works Diesel	497.98
49673	10/13/2023	Printed		3504	AAA SMART HOME	8 Sundial Security System	159.30
49674	10/13/2023	Printed		0300	ARIZ PUBLIC SERVICE	Oct 23 Electric All Depts	3,115.47
49675	10/13/2023	Printed		1470	BROWN & ASSOCIATES	Sep 23 Build Inspect 233 Hrs	19,900.00
49676	10/13/2023	Printed		3463	BUSTAMANTE & KUFFNER PC	Aug 2023 Town Prosecutor Serv	8,380.00
49677	10/13/2023	Printed		0389	CAREFREE WATER COMPANY, INC	OCT23 Water All Depts	3,182.38
49678	10/13/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Oct 23 Town Gardens Maintain	2,000.00
49679	10/13/2023	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Oct 23 Town Medians Maintain	4,955.00
49680	10/13/2023	Printed		3612	DOMENICO, DEBBIE	Mileage 2 trips Award and Hosp	64.19
49681	10/13/2023	Printed		3745	FITZGIBBONS LAW OFFICES, PLC	General Legal Sep 2023	436.00
49682	10/13/2023	Printed		1575	GRAINGER	Pub Works Shop Supplies	32.58
49683	10/13/2023	Printed		1796	HEINFELD, MEECH & CO.,P.C.	Town Audit FY2022-23 50%	12,810.00
49684	10/13/2023	Printed		3360	LAW OFFICES OF KEVIN BREGER	Public Defender Legal R Smith	325.00
49685	10/13/2023	Printed		3578	LIBERTY UTILITIES	Sep 23 Sewer Gardens	912.08
49686	10/13/2023	Printed		1876	LOWE'S	Sep 23 Pub Works Supplies	416.62
49687	10/13/2023	Printed		983	MARICOPA COUNTY ANIMAL CONTROL	2nd Qtr FY2024 Animal Control	193.50
49688	10/13/2023	Printed		0039	MARICOPA COUNTY EMERGENCY MGMT	IGA Assessment FY2024	1,487.31
49689	10/13/2023	Printed		3015	NOTHING BUT NET	Sep 23 Addtl Computer Service	165.00
49690	10/13/2023	Printed		3403	PROSKILL PLUMBING, HEATING	Fire Station Emerg Light Repla	480.00
49691	10/13/2023	Printed		3527	RICK ENGINEERING CO - ARIZONA	Pedestrian Crosswalkto 9/30/23	1,858.50
49692	10/13/2023	Printed		3425	RURAL ARIZ GROUP HEALTH	Oct 23 MedicalDental/Vision	16,256.30
49693	10/13/2023	Printed		0668	RURAL METRO FIRE DEPT.	Sept 2023 Fire Truck Diesel	949.36
49694	10/13/2023	Printed		3746	SMITH, MATTHEW	Live Music Gardens 10/7/23	150.00
49695	10/13/2023	Printed		1691	SPARKLETTS	Sep 23 Bottled Water All	179.46
49696	10/13/2023	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	263.65
49697	10/13/2023	Printed		1947	STUCKEY, KEVIN	Court Bailiff Service 10-11-23	60.00
49698	10/13/2023	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Oct 23 Town Copier Maint&Lease	859.59
49699	10/13/2023	Printed		3352	UNUM LIFE INSURANCE COMPANY	Nov 23 Short Term Dis Ins.	587.75

Check Register Report

ALL CHECKS OCTOBER 2023

Date: 10/27/2023

Time: 11:59 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							
49700	10/20/2023	Printed		3625	AETNA LIFE INSURANCE CO	Oct 23 Supplemental Ins	209.87
49701	10/20/2023	Printed		3495	ASSURITY LIFE INSURANCE CO	Oct 23 Supplemental Ins	327.91
49702	10/20/2023	Printed		1753	BERTRAM SIGNS & GRAPHICS	Carefree Art Night Signs	327.90
49703	10/20/2023	Printed		3293	CITI CARDS	Gardens Radio, NALA Class	197.34
49704	10/20/2023	Printed		1460	COX COMMUNICATIONS	Oct 23 Maint Shop & Phones	357.98
49705	10/20/2023	Printed		3104	FRENCH, KANDACE	Reimb Office Supplies	16.66
49706	10/20/2023	Printed		3709	GOGO.V, INC	Carefree Connection AppSupport	2,568.00
49707	10/20/2023	Printed		3747	JAMAR TECHNOLOGIES, INC.	Traffic Counting Equip Radar	4,757.42
49708	10/20/2023	Printed		3748	MOLDER, HENRY	Concert Pavilion Flute10/21/23	50.00
49709	10/20/2023	Printed		949	TARA. PARASCANDOLA	Oct 23 Town Magistrate Service	3,978.38
49710	10/20/2023	Printed		3720	STANLEY CONSULTANTS INC.	CF Drive Drainage to 9-30-23	1,892.85
49711	10/20/2023	Printed		1794	STAPLES ADVANTAGE	Office Supplies Town	174.88
49712	10/20/2023	Printed		3598	STORQUEST - CAREFREE-CC	Nov 23 Rental Unit 1221	459.74
49713	10/20/2023	Printed		1947	STUCKEY, KEVIN	Court Security 10-18-2023	60.00
49714	10/27/2023	Printed		3546	ASAP DOOR REPAIR & SERVICE	Replace Operator on Main Door	2,490.00
49715	10/27/2023	Printed		3713	BEN BOLT MUSIC LLC	Oct 28 Concert at Pavilion	200.00
49716	10/27/2023	Printed		3502	CACTUS TEES	Pub Wrks 18 Logo Shirts 8 Caps	1,136.63
49717	10/27/2023	Printed		1058	DAILY JOURNAL CORPORATION	Legal AdPrj2023-04 PedCrosswtk	2.41
49718	10/27/2023	Printed		3749	DROPP0, DALLAS	Refund Pre-App Fee #30087	49.00
49719	10/27/2023	Printed		1880	EMPIRE SOUTHWEST	Parts for the CASE Tractor	437.17
49720	10/27/2023	Printed		1812	HEAVY EQUIPMENT MACHINERY INC.	4 New Grader Edges + bolts	1,450.42
49721	10/27/2023	Printed		0010	MARICOPA COUNTY	Nov 23 MCSO Sheriff's Patrol	48,612.44
49722	10/27/2023	Printed		0668	RURAL METRO FIRE DEPT.	Oct 23 Fire Service Contract	152,416.66
49723	10/27/2023	Printed		1920	SOUTHWEST GAS	Oct23 Nat Gas All Depts	117.21
49724	10/27/2023	Printed		1947	STUCKEY, KEVIN	Court Security 10/25/23	60.00

Total Checks: 74	Checks Total (excluding void checks):	368,204.62
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Total Payments: 74	Bank Total (excluding void checks):	368,204.62
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Total Payments: 74	Grand Total (excluding void checks):	368,204.62
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TOWN OF CAREFREE

MEETING DATE: November 07, 2023

SUBJECT: Acceptance of the cash receipts and disbursements report for August 2023.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

Attachments

Receipts and Disburs Aug 23

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

Assets

Checking - National Bank of AZ	1,429,395
Local Gov't Investment Pool - AZ	16,778,000
Petty Cash	700
Receivables	144,632
Intergovernmental Receivables	781,880
Advances to the Water Company	1,992,275
Total Assets	\$ 21,126,883

Liabilities

Accounts Payable	29,117
Bonds	40,018
Sales Tax Remittance	-33
Deferred Revenue	31,440
Long Term Deferred Revenue	1,992,275
Total Liabilities	\$2,092,816

Fund Balance

Fund Balance-Beginning of Year	18,606,592
Year-to-date change in Fund Balance	<u>427,476</u>
Total Fund Balance	<u>19,034,067</u>
Total Liabilities and Fund Balance	\$ <u>21,126,883</u>

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$14,631,349
General Fund Total	<u>17,131,349</u>

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

Revenues		FY2022	FY2023	FY2024	2023 vs 2024	Budget	Aug23	% of Budget
		YTD Aug	YTD Aug	Y-T-D	% (+/-)			
Local Sales Taxes	(1 month lag)	233,215	195,614	\$ 575,248	194.1%	2,933,500	\$ 120,759	19.61%
State Sales Taxes	(1 month lag)	56,053	68,337	\$ 88,003	28.8%	554,736	40,606	15.86%
Building Fees		61,120	78,625	\$ 92,586	17.8%	400,000	32,529	23.15%
State Income Tax		93,537	85,397	\$ 162,837	90.7%	988,192	81,419	16.48%
Fines		9,964	33,251	\$ 11,288	-66.1%	156,000	7,021	7.24%
Court Service Fees		28,789	29,684	\$ 16,053	-45.9%	192,640	16,053	8.33%
Town Clerk-Misc. Sales		48	0	\$ -	0.0%	100	0	0.00%
Town Clerk-Permits & Sol Fees		2,600	2,625	\$ 25	-99.0%	728	25	3.43%
Water Company Reimbursements		115,351	80,822	\$ 113,969	41.0%	297,764	23,147	38.28%
Miscellaneous Income & Donations		25,020	25,209	\$ 375	-98.5%	15,000	0	2.50%
Interest Income		1,473	206	\$ 130,270	100.0%	274,760	66,626	47.41%
Utility Franchise Fees	(1 month lag)	58,057	60,957	\$ 143,099	134.8%	370,000	130,374	38.68%
County Lieu Tax	(1 month lag)	27,377	21,255	\$ 29,822	40.3%	188,783	15,166	15.80%
General Fund & All Funds Reserve Contribution(Below)		0	0	\$ -	0.0%	2,897,000	0	0.00%
Special Events		20,100	20,006	\$ 5,740	-71.3%	50,000	1,860	11.48%
County & State Grants		0	0	\$ -	0.0%	1,652,000	0	0.00%
Court Enhancement, GAP, MJCEF		1,891	2,657	\$ 1,645	-38.1%	14,000	654	11.75%
HURF	(1 month lag)	21,515	23,579	\$ 49,983	112.0%	1,603,852	21,797	3.12%
Cemetery		0	250	\$ 50	-80.0%	600	50	8.33%
CPR Ed Fund		0	0	\$ -	0.0%	0	0	0.00%
CARES Fund Grants		450,846	655,770	\$ -	0.0%	0	0	0.00%
Utility Capital Improvement Fund		0	0	\$ 12,725	0.0%	128,710	0	9.89%
Fire Reimb Income & Ins Reimb		20,013	28,379	\$ 10,572	-62.7%	620,000	4,967	1.71%
Fire Fund-L Sales Tax	(1 month lag)	116,609	97,807	\$ 287,624	194.1%	1,466,500	60,380	19.61%
Total Revenues		1,343,576	1,510,431	\$ 1,731,915	14.7%	14,804,865	\$ 623,433	11.70%

Expenses								
Mayor & Council		167	2,370	17,201	625.8%	36,270	14,989	47.42%
Town Clerk		39,815	51,403	60,191	17.1%	366,098	32,695	16.44%
Court		48,559	53,771	47,961	-10.8%	278,944	29,372	17.19%
Administration		78,918	97,138	125,384	29.1%	630,816	62,889	19.88%
Claims & Losses		400	0	0	0.0%	10,000	0	0.00%
Legal		34,506	39,996	2,560	-93.6%	160,000	0	1.60%
Risk Management		8,131	36,031	9,137	-74.6%	120,000	0	7.61%
Planning & Development		31,670	36,266	46,874	29.2%	359,782	27,278	13.03%
Building Safety		32,208	39,266	29,377	-25.2%	346,066	29,316	8.49%
Law Enforcement		85,846	84,594	113,333	34.0%	649,799	57,601	17.44%
Code Enforcement		7,639	8,270	12,517	51.4%	66,984	7,493	18.69%
Engineering		4,954	19,456	26,818	37.8%	310,804	16,100	8.63%
Public Works - Streets & Gardens		139,522	101,514	149,321	47.1%	1,001,282	95,575	14.91%
Debt Service WIFA		231,385	235,406	243,908	3.6%	243,908	0	100.00%
33 Easy St		4,811	4,540	7,259	59.9%	35,552	4,631	20.42%
Capital Improvement Program	(See Below)	0	0	0	0.0%	0	0	0.00%
Public Safety Fire General Fund		0	0	0	0.0%	0	0	0.00%
Economic Development		24,161	25,872	37,505	45.0%	265,001	21,499	14.15%
Contingencies		0	0	0	0.0%	200,000	0	0.00%
Court Enhancement, GAP, MJCEF		0	173	0	0.0%	13,460	0	0.00%
HURF	(See Below)	0	0	0	0.0%	0	0	0.00%
Cemetery		0	0	0	0.0%	600	0	0.00%
CPR - Education Fund		0	0	0	0.0%	150	0	0.00%
AZ CARES Fund Expense to Water Infra (See Below)		252,589	0	0	0.0%	643	0	0.00%
Utility Capital Improvement Fund	(See Below)	0	0	0	0.0%	0	0	0.00%
Transfers Out		100	0	0	0.0%	0	0	0.00%
Fire Fund		10,448	268,812	326,470	21.4%	2,156,500	172,407	15.14%
Total Expenses without Capital Expense		1,035,830	1,104,880	1,255,817		7,252,659	571,846	
Net without Capital Expense		\$ 307,746	\$ 405,552	\$ 476,098	17.4%	\$ 7,552,206	\$ 51,587	

All Capital Projects		85,126	75,449	48,622	-35.6%	7,549,200	6,493	0.64%
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Total Expenses with Capital Expense		1,120,956	1,180,328	1,304,439	10.5%	14,801,859	578,339	8.81%
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Net with Capital Expense		222,620	330,103	427,476		3,006	45,094	
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TOWN OF CAREFREE

MEETING DATE: November 07, 2023

SUBJECT: Acceptance of the cash receipts and disbursements report for
September 2023

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

Attachments

Cash Rec Disburs Sept 23

**Combined Trial Balance - All Funds
September 30, 2023**

Assets

Checking - National Bank of AZ	3,352,812
Local Gov't Investment Pool - AZ	14,983,350
Petty Cash	700
Receivables	144,632
Intergovernmental Receivables	781,880
Advances to the Water Company	1,974,557
Total Assets	\$ 21,237,932

Liabilities

Accounts Payable	10,863
Bonds	76,208
Sales Tax Remittance	-32
Deferred Revenue	31,440
Long Term Deferred Revenue	1,974,557
Total Liabilities	\$2,093,035

Fund Balance

Fund Balance-Beginning of Year	18,606,592
Year-to-date change in Fund Balance	538,305
Total Fund Balance	19,144,897
Total Liabilities and Fund Balance	\$ 21,237,932

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$14,711,389
General Fund Total	17,211,389

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of September 30, 2023

Revenues		FY2022	FY2023	FY2024	2023 vs 2024	Budget	Sep23	% of Budget
		YTD Sep	YTD Sep	Y-T-D	% (+/-)			
Local Sales Taxes	(1 month lag)	346,745	845,194	\$ 807,953	-4.4%	2,933,500	\$ 232,704	27.54%
State Sales Taxes	(1 month lag)	104,774	129,696	\$ 135,438	4.4%	554,736	47,435	24.41%
Building Fees		108,171	98,633	\$ 134,087	35.9%	400,000	41,501	33.52%
State Income Tax		125,951	116,508	\$ 244,256	109.6%	988,192	81,419	24.72%
Fines		58,771	18,723	\$ 18,561	-0.9%	156,000	7,273	11.90%
Court Service Fees		29,684	30,872	\$ 48,160	56.0%	192,640	32,107	25.00%
Town Clerk-Misc. Sales		3,900	0	\$ -	0.0%	100	0	0.00%
Town Clerk-Permits & Sol Fees		175	0	\$ 25	0.0%	728	0	3.43%
Water Company Reimbursements		138,498	115,351	\$ 137,116	18.9%	297,764	23,147	46.05%
Miscellaneous Income & Donations		25,209	25,000	\$ 375	-98.5%	15,000	0	2.50%
Interest Income		802	33,165	\$ 195,754	490.2%	274,760	65,484	71.25%
Utility Franchise Fees	(1 month lag)	60,957	137,186	\$ 143,099	4.3%	370,000	0	38.68%
County Lieu Tax	(1 month lag)	37,253	28,484	\$ 46,400	62.9%	188,783	16,578	24.58%
General Fund & All Funds Reserve Contribution(Below)		0	0	\$ -	0.0%	2,897,000	0	0.00%
Special Events		24,806	11,284	\$ 6,880	-39.0%	50,000	1,140	13.76%
County & State Grants		0	0	\$ -	0.0%	1,652,000	0	0.00%
Court Enhancement, GAP, MJCEF		2,657	2,468	\$ 2,529	2.4%	14,000	884	18.06%
HURF	(1 month lag)	47,601	47,672	\$ 71,724	50.5%	1,603,852	21,740	4.47%
Cemetery		550	0	\$ 250	0.0%	600	200	41.67%
CPR Ed Fund		0	0	\$ -	0.0%	0	0	0.00%
CARES Fund Grants		655,770	655,770	\$ -	0.0%	0	0	0.00%
Utility Capital Improvement Fund		0	9,875	\$ 12,725	28.9%	128,710	0	9.89%
Fire Reimb Income & Ins Reimb		31,285	10,323	\$ 14,486	40.3%	620,000	3,914	2.34%
Fire Fund-L Sales Tax	(1 month lag)	173,372	310,694	\$ 403,976	30.0%	1,466,500	116,352	27.55%
Total Revenues		1,976,930	2,626,900	\$ 2,423,793	-7.7%	14,804,865	\$ 691,878	16.37%
Expenses								
Mayor & Council		3,170	1,586	18,350	1057.1%	36,270	1,149	50.59%
Town Clerk		83,108	62,576	82,796	32.3%	366,098	22,605	22.62%
Court		77,627	41,016	66,231	61.5%	278,944	18,270	23.74%
Administration		159,418	116,438	162,161	39.3%	630,816	36,777	25.71%
Claims & Losses		0	0	0	0.0%	10,000	0	0.00%
Legal		60,285	17,068	8,036	-52.9%	160,000	5,476	5.02%
Risk Management		44,244	38,957	35,752	-8.2%	120,000	26,615	29.79%
Planning & Development		62,051	40,274	66,778	65.8%	359,782	19,904	18.56%
Building Safety		65,927	45,064	49,318	9.4%	346,066	19,941	14.25%
Law Enforcement		128,912	94,344	161,945	71.7%	649,799	48,612	24.92%
Code Enforcement		14,082	10,323	18,101	75.3%	66,984	5,584	27.02%
Engineering		34,376	36,901	37,964	2.9%	310,804	11,146	12.21%
Public Works - Streets & Gardens		182,906	108,223	213,459	97.2%	1,001,282	64,138	21.32%
Debt Service WIFA		235,406	239,579	243,908	1.8%	243,908	0	100.00%
33 Easy St		6,698	7,515	10,031	33.5%	35,552	2,772	28.21%
Capital Improvement Program	(See Below)	0	0	0	0.0%	0	0	0.00%
Public Safety Fire General Fund		0	0	0	0.0%	0	0	0.00%
Economic Development		44,463	31,122	52,016	67.1%	265,001	14,511	19.63%
Contingencies		0	0	0	0.0%	200,000	0	0.00%
Court Enhancement, GAP, MJCEF		173	0	0	0.0%	13,460	0	0.00%
HURF	(See Below)	0	0	0	0.0%	0	0	0.00%
Cemetery		0	0	0	0.0%	600	0	0.00%
CPR - Education Fund		0	0	0	0.0%	150	0	0.00%
AZ CARES Fund Expense to Water Infra (See Below)		0	655,812	0	0.0%	643	0	0.00%
Utility Capital Improvement Fund	(See Below)	0	0	0	0.0%	0	0	0.00%
Transfers Out		0	0	0	0.0%	0	0	0.00%
Fire Fund		403,902	320,302	603,760	0.0%	2,156,500	277,290	28.00%
Total Expenses without Capital Expense		1,606,748	1,867,101	1,830,607		7,252,659	574,790	25.24%
Net without Capital Expense		\$ 370,182	\$ 759,799	\$ 593,187		\$ 7,552,206	\$ 117,089	
All Capital Projects		124,275	88,281	54,881		7,549,200	6,259	0.73%
Total Expenses with Capital Expense		1,731,023	1,955,382	1,885,488	-3.6%	14,801,859	581,049	12.74%
Net with Capital Expense		245,907	671,518	538,305	-19.8%	3,006	110,830	

TOWN OF CAREFREE

MEETING DATE: November 07, 2023

SUBJECT: Approval of the closure of Ho and Hum streets on Saturday, November 11, 2023, from 7:00 a, m to 12:00 p.m.for the Carefree's Veterans Day Celebration.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Presentation and discussion by Bill Dolezel, Interim Superintendent of Cave Creek Unified School District.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

SUMMARY:

Interim Superintendent Bill Dolezel will introduce himself and provided updated information regarding Cave Creek School District.

ACTION NEEDED:

Presentation only.

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Introduction of Maricopa County Sheriff's Office (MCSO) District 4 Captain David Letourneau and review and discussion of MCSO service within the Town of Carefree

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

SUMMARY:

Introduction of Maricopa County Sheriff's Office (MCSO) District 4 Captain David Letourneau and review and discussion of MCSO service within the Town of Carefree

ACTION NEEDED:

No action required.

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and possible action to approve Resolution 2023-10 approving the 2023-2024 Strategic Economic Development Workplan.

PREPARED BY: Steve Prokopek, Economic Development Director

SUMMARY:

The attached 2023-24 Economic Development Workplan is a deliverable to the 2020 Town Council Workplan and Guiding Principles document. The premise of the plan is to outline the economic development priorities and tactical outline of activities for the next 24-month period. The current proposed plan was initially recommended by the Economic Development Advisory Board and has since, been further amended by Town Council.

Changes to the plan included prioritizing activities, with the primary objective set on the development the Northwest Corner of Cave Creek Road and Carefree Highway. Economic Development will also continue to work on key items in the Village Center Redevelopment Plans as well as working on improvements to the overall Carefree business environment.

Staff is seeking approval on this plan, and will work closely with the Economic Development Advisory Board to vet the plan, as well as provide quarterly updates to Town Council.

ACTION NEEDED:

Approve Resolution 2023-10 approving the 2023-24 Strategic Economic Development Workplan.

Attachments

2023-24 ED Workplan Revised
Res 2023-10 Econ Dev Work Plan

EXHIBIT A

2023-2024 Strategic Economic Development Workplan

In 2020, The Town Council created a Workplan and Guiding Principles document, designed to establish high level policies for the Town of Carefree. This document outlined Economic Development and Financial Stability as a Core Task, with creating an Economic Development Strategic Workplan. This Workplan is to address the following:

1. Identify revenue targets
2. Outline strategic initiatives to reach revenue targets, business retention and attraction plans, primary trade analysis and outreach programs.
3. Cultivate relationships with trade organizations, real estate associations, and local business associations.

The Workplan process revolves around the creation of 24-Month Strategic Workplans. The purpose is to outline the general activities and strategies to be addressed in that specific 24-Month Period. Each period may overlap with the previous period. Each strategy outlined will be further developed and vetted through the Economic Development Advisory Board (EDAB) (Planning and Zoning Commission), and the plan itself will be evaluated every 6-months to ensure it's on task or needs further amending. The overarching goal is to ensure an open and transparent discussion and allow for inclusivity as the Town creates and implements the outlined strategies of this document.

In general, the Economic Development program is committed to improving quality of life of Carefree Residents, ensuring that new development fits in with a Carefree lifestyle, and increasing tax and **non-tax revenues** to the Town of Carefree.

Key accomplishments from the 2020-2021 Economic Development Workplan:

- Opened the Hampton Inn
- Completed the General Plan amendment for the Northwest Corner of Tom Darlington and Carefree Highway
- Planning and Zoning Approval for the Comprehensive Signage Plan
- Planning and Zoning Approval for the Town Center Redevelopment Plan
- Implemented Third Thursday Art Walk
- Developed relationships with local area businesses
- Created a Carefree Visitor Center
- Managed the Town through the Pandemic, and worked to maintain events and activities in the Sanderson Lincoln Pavilion
- Expanded events and activities, including Friday Farmers Market
- Assisted with opening new businesses including Athens on Easy and Grind & Gears
- Developed key relationships with property owners in Town Center

As the Town of Carefree examines future services requirements and costs, under the current revenue models, we project the need for approximately \$3.0-3.5 MM in additional annual revenue by 2030. The contributing factors to this budget gap include: Inflationary increases (est. \$1.8MM); Loss in revenues (est. \$500K); Replacement of depreciated assets (est. \$1.0MM). As the Town nears build-out, the Town can rely less on one-time revenue sources, such as construction sales tax, as well as reductions to state shared revenues, and has seen threats from state legislation reducing sales tax opportunity, such as the recent removal of the residential rental tax.

In order to meet the future gap, and future community service needs, the Town needs to create a sustainable source of recurring annual revenue. In lieu of an ad valorem tax, the Town will need to grow retail sales tax and hospitality tax.

During this current plan period, the Economic Development Department has set priorities.

- 1. Neighborhood/Regional Retail** – Providing the most significant and viable opportunity for increased revenue, Economic Development will put a primary focus on the intersection of Cave Creek Road and Carefree Highway, this objective is to provide neighborhood and regional retail services to complement the existing retail at the intersection. Focus will be on uses compatible with the surrounding area as well as meeting additional needs not already provided within the Town Center.
 - Net New Revenue Target \$1.2 Million – Based Upon revenue expectations per the approved site plan.
 - Work with the current land-owner to evaluate options to develop the property consistent with the general plan to provide regional and neighborhood and regional serving retail development at the northeast corner.
 - Consider alternative commercial uses and site plans compatible with the neighborhood and intent of the existing site plan and zoning
 - Actively market the site to potential users and developers
 - Explore option to minimize development cost and maximize economic value to the Town of Carefree
 - Work with property representatives for the vacant space (14,000 square feet) on the northwest corner to backfill with a quality retail tenant.

- 2. Town Center Revitalization** –Ensure the continued growth and success of a unique destination, pedestrian retail environment. This includes developing infrastructure, property revitalization and creating events and activities that bring local, regional and out of state traffic.
 - Net New Revenue Target \$240,000 – Based upon full build out, redevelopment of key sites, maximization of retail space, and performance improvement per square foot of retail sales.

- Consider the Creation of a Village Center Redevelopment Plan Implementation oversight committee
- Assist Planning with Council Consideration of the Comprehensive Signage Plan
 - Create priorities and a phasing plan and start implementation of the Signage Plan
- Planning and Zoning and Town Council Consideration of the ongoing Circulation and Parking Plan –
 - Complete Step 3 of the Kimley Horn contract to finalize the conceptual plan and Step 4, the final Technical Assessment Document which will provide 30% engineering documents for Tom Darlington Drive and Cave Creek Road, as well as a high level of detail for interior Town Center improvements.
- Implement priorities outlined in the Village Center Master Plan
 - Create RFP process for Town Hall site and solicit potential developers, to maximize the opportunity on the site for retail and provide a more functional municipal office space.
 - Evaluate future Town Hall locations as part of the Town Hall RFP process
 - Develop and evaluate revitalization programs through EDAB Town Council programs that encourage private reinvestment
 - Implement revitalization programs
 - Continue to engage property owners on revitalization improvements
 - Work with Communications to develop and implement events, manage the Sanderson Lincoln Pavilion and operate the Visitor Center
 - Work with Planning to evaluate and present zoning and design review changes
 - Continue to enhance city owned rights of ways including streets, medians and alleys
 - Explore Federal and State Grants
- Work with property owners on reinvestment opportunities and to attract quality retail tenants to Town Center.

3. Enhance Business Environment

- Create and implement strategies that will shift the primary position of Carefree from a seasonal tourist attraction to a competitive 365 retail, recreation and dining destination.
 - Expanding Friday Evening as a trade area destination
 - Expand use of the Sanderson Lincoln Pavilion
 - Create a more robust weekly event and activity schedule
 - Expand marketing, press releases, advertising and social media to the 30-minute trade area
- Continue to reach out directly to businesses
- Work with retailers to create a merchant group
- Maintain the Visitor Center, Visit Carefree Website and Business Directories
- Identify opportunities to partner with the business community for marketing and advertising
- Continue to work with Communications and business newsletter

- Develop stronger relationship with local and regional partners such as the Cave Creek Tourism Board and Carefree-Cave Creek Chamber of Commerce

RESOLUTION # 2023-10
A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF CAREFREE, ARIZONA, APPROVING THE ECONOMIC
DEVELOPMENT COMPONENT OF THE TOWN COUNCIL STRATEGIC WORK PLAN

WHEREAS, the Town Council approved the Council Strategic Workplan November 2020

WHEREAS, the Council Strategic Workplan outlined the necessity for an Economic Development Workplan

WHEREAS, December 2020, Council approved the 2021-2022 Strategic Economic Development Workplan, and further amended this Strategic Economic Development Workplan January 2022.

WHEREAS, Staff received Planning and Zoning/Economic development Advisory Board recommendation on the 2023 Economic Development

WHEREAS, The draft 2023-2024 Strategic Economic Development Workplan was presented to Town Council on August 1, 2023;

WHEREAS, this document reflects the comments from the Public and Town Council Members;

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

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Town Council of the Town of Carefree, Arizona that the attached 2023-2024 Strategic Economic Development Workplan will be a component of the Council Strategic Work Plan, and will act as the Town Council approved goals, objectives and tasks, pertaining to the Economic Development and Financial Stability.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Carefree, Arizona, this 3rd day of October, 2023.

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

FOR THE TOWN OF CAREFREE

ATTESTED TO:

John Crane, Mayor

**Kandace French Contreras,
Town Clerk**

APPROVED AS TO FORM:

**Denis Fitzgibbons,
Interim Town Attorney**

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and possible action to approve a contract with CEC in order to meet Arizona Department of Environmental Quality requirements.

PREPARED BY: Mark Milstone, Town Engineer/Public Works

SUMMARY:

On 9/06/23 the Arizona Department of Environmental Quality (ADEQ) performed an all day audit to review documents and procedures associated with the administration of the Town's program. After the audit, the Town was provided with a list of documents and procedures which require updating.

This scope and fee is another unfunded mandate that the Federal and State government places on municipalities to address new required initiatives and procedures including the characterization of stormwater pollutants within the Towns washes.. The sampling plan for this permit is likely to continue to grow over time. For that reason, a new line item will be added to the Capital Improvement Program (CIP) and/or future operational budget to include fees for more expected unfunded mandates. The initial fee will be \$26,000/year.

ACTION NEEDED:

Authorization for the Town to enter into a contract with EEC in the amount of \$21,693.00 for responses to the Arizona Department of Environmental Quality (ADEQ) and for a sampling plan which meets ADEQ requirements.

Attachments

ADEQ Sampling Plan
Stormwater Compliance Documents
Staff Report for MS4 Items



Mr. Mark Milstone
Town of Carefree
PO Box 740
8 Sundial Circle
Carefree, AZ 85377

September 28, 2023
mark@carefree.org
Original is **NOT** being mailed

**Re: Proposal to Provide Municipal Separate Storm Sewer System (MS4) Stormwater Compliance and Assistance
EEC Proposal No.: 0923-05**

Dear Mr. Milstone:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to present this proposal to the Town of Carefree (Town) to prepare a Sampling and Analyses Plan (SAP) and conduct stormwater characterization. These activities are required in accordance with the Town's Arizona Pollutant Discharge Elimination System (AZPDES) general permit (Small MS4 Permit). Included in this proposal is a brief project understanding, scope of work, estimated fee, schedule and a safety note.

PROJECT UNDERSTANDING

EEC understands the Town's MS4 program was audited by the Arizona Department of Environmental Quality on September 6th, 2023 and compliance issues identified. The specific compliance issues the Town requested assistance with from EEC include developing a SAP and conducting one-time stormwater characterization. The stormwater characterization is required to be completed within the first three and one-half (3.5) years of the effective date of the Small MS4 Permit (September 30, 2021) which is March 2025. The following scope of work includes tasks to develop a SAP and conduct the one-time stormwater characterization.

SCOPE OF WORK

Task 1 - Sampling and Analyses Plan (SAP)

EEC will prepare a SAP in accordance with the requirements outlined in Section 7.3 of the Small MS4 Permit to include:

- The name(s) and title of the person(s) who will perform the monitoring.
- Locations of monitoring sites (Three locations to be identified by the Town).
- A map showing the segments or portions of the protected surface water (if any) that are most likely to be impacted by the discharge of pollutant(s).
- Water quality parameters and pollutants to be sampled.
- The citation and description of the sampling protocols to be used.
- Identification of the analytical methods and related method detection limits (if applicable) for each parameter required.
- Identification of analytical methods with a Limit of Quantitation (LOQ) that is lower than the effluent limitations, Assessments Levels, Action Levels, or other water quality criteria, if any, specified by the Small MS4 Permit.
- If all methods have LOQs higher than the applicable water quality criteria, the SAP will provide the approved analytical method with the lowest LOQ.
- Monitoring Frequency and Deadlines.
- Analytical Discharge Monitoring Report (DMR) requirements.

The SAP will include stormwater sampling procedures to include the “first flush” (first 30 minutes of storm event discharge) of a qualifying storm event, to the maximum extent practicable. A draft SAP will be submitted within four (4) weeks from receipt of Notice to Proceed or purchase order. A Word and Pdf version of the draft SAP will be submitted via email for review. A final SAP will be submitted within five (5) business days of receiving comments on the draft. The final SAP will be submitted via email in Adobe Pdf format and a hard copy delivered to the Town.

Task 2 – Stormwater Characterization

EEC will conduct stormwater characterization in accordance with requirements outlined in Section 7.2 of the Small MS4 Permit. This permit section requires that stormwater characterization be conducted from at least three (3) outfalls or screening points that are representative of stormwater runoff from the MS4. These three (3) locations will be identified with the Town’s input as part of the SAP development under Task 1 of this scope of work. EEC will utilize and install a Nalgene® Storm Water Sampler (Nalgene Sampler) at each location to assist in stormwater collection as shown in Attachment 1. The Nalgene Sampler is an affordable method that can collect a full liter of sample in each bottle within the first 30 minutes of a qualifying rain event. The Nalgene Samplers will be installed at three designated locations as per the following:

- A small hole will be dug deep enough to lower the sampler and mounting tube to the desired height above the bottom of the sampling location. The proper height will be determined by the anticipated flow of a qualifying storm event.
- The mounting stake will be driven into the downstream side of the hole with the open side of the “V” facing upstream.
- The mounting tube will be secured to the open “V” side of the stake to the desired elevation by securing the metal clamp.
- The hole will be backfilled around the mounting tube and the location flagged with a bright ribbon to assist in locating and retrieving the sampler after a storm.

Stormwater characterization monitoring will be conducted when there is a qualifying storm event in the amount of 0.1 inches or more and resulting in a discharge at the outfall/screening point as specified in the Small MS4 Permit. EEC will monitor nearby Maricopa County Rain gauges for real time rainfall data and be in direct contact with Town personnel, when possible, for indication of flow. When safe to do so, EEC personnel will travel to each outfall/screening point when a qualifying storm event has occurred and collect a sample for laboratory analyses. The Nalgene Sampler will be retrieved and stormwater placed into laboratory provided containers and delivered to the laboratory under proper chain-of-custody procedure. Analyses will include those parameters specified for stormwater characterization in the Small MS4 Permit and provided in Attachment 2. A standard ten (10) day turnaround will be requested for receipt of final analytical data. EEC will provide analytical reports to the Town via email in Adobe Pdf and Excel format within two (2) days from receipt of the final laboratory report. EEC has included costs for up to two (2) false start sampling events due to the inconsistency in Arizona storms. These false starts include the cleaning and reset of the Nalgene Samplers at the three (3) designating sampling locations and reattempting collection.

Please note, the Small MS4 Permit specifies in Section 7.2(6) that all parameters monitored must be reported to ADEQ via the Discharge Monitor Report (DMR) provided in myDEQ. Additionally, the DMR must be submitted within 30 days after receiving laboratory results from characterization monitoring. Only the designated person(s) for the Town has access to myDEQ for DMR reporting purposes and EEC is unable to directly input data but can be available to answer questions relating to this requirement. Therefore, direct DMR assistance is not included within this scope of work.

ESTIMATED FEE

EEC's estimated time and materials fee to complete this scope of work is summarized below:

Task Item	Fee
Task 1 - Sampling and Analyses Plan (SAP)	\$2,825.00
Task 2 - Stormwater Characterization (includes laboratory analyses)	\$8,453.00
<i>Time & Materials Not to Exceed Fee</i>	\$11,278.00

A laboratory bid to complete the analyses is proved in Attachment 3 and an EEC Cost Estimate Detail with a breakdown of labor and expenses is provided in Attachment 4.

PROJECT SCHEDULE

EEC will begin work upon receipt of a notice to proceed or purchase order. The following estimated schedule for each task and assumes one year for completion:

- *Task 1* - EEC will require four (4) weeks from receipt of Notice to Proceed or purchase order to submit a draft SAP. A final SAP will be submitted within five (5) business days of receiving comments on the draft.
- *Task 2* - EEC estimates that six (6) to eight (8) months may be required to collect full samples at each of the three (3) outfall/screening locations. Completing the full sample set at each location is dependent upon adequate rainfall and flow prior to March 2025.

SAFETY NOTE

As per Section 7.2(5) of the Small MS4 Permit, *Adverse Climatic Conditions*, sampling of a qualifying storm event is not required during adverse climatic conditions. Adverse climatic conditions which prohibit the collection of samples include weather conditions that create dangerous conditions for personnel (such as local flooding, high winds, electrical storms, etc.). In this event, EEC will provide information to the Town concerning conditions that prevented sampling from being conducted. These events are to be reported by the Town to ADEQ with the DMRs. EEC will continue to monitor subsequent storms and perform characterization of a qualifying event if another occurs.

Please contact me at (602) 248-7702, ext. 7319 or cell phone at (602) 301-9391 should you have questions concerning this proposal.

Sincerely,

Engineering and Environmental Consultants, Inc.

John Burton

John Burton

Project Manager

Attachments: 1 - Nalgene® Storm Water Sampler Specifications
2 - Stormwater Characterization Parameters
3 - Laboratory Bid Estimate
4 - EEC Cost Estimate Detail

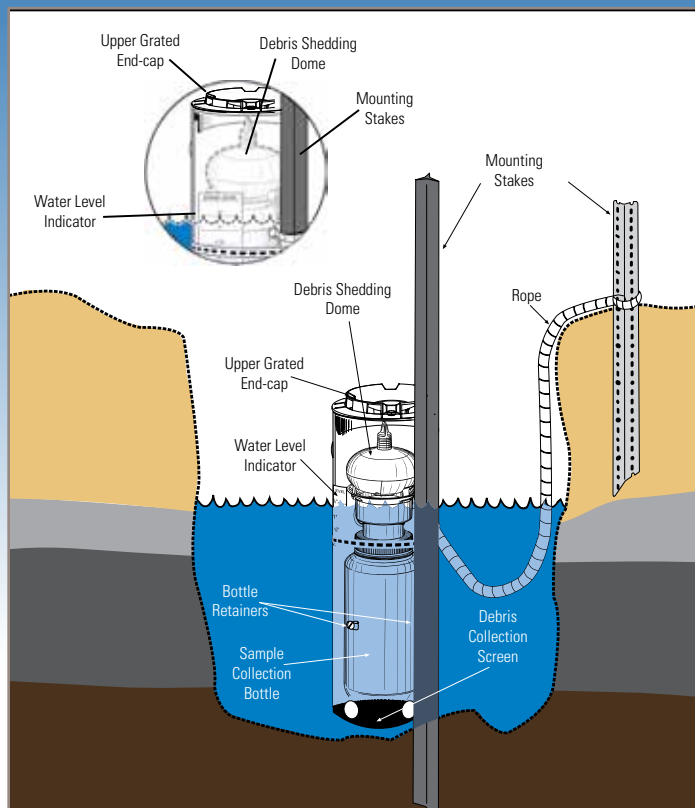
Thermo Scientific Nalgene Storm Water Sampler



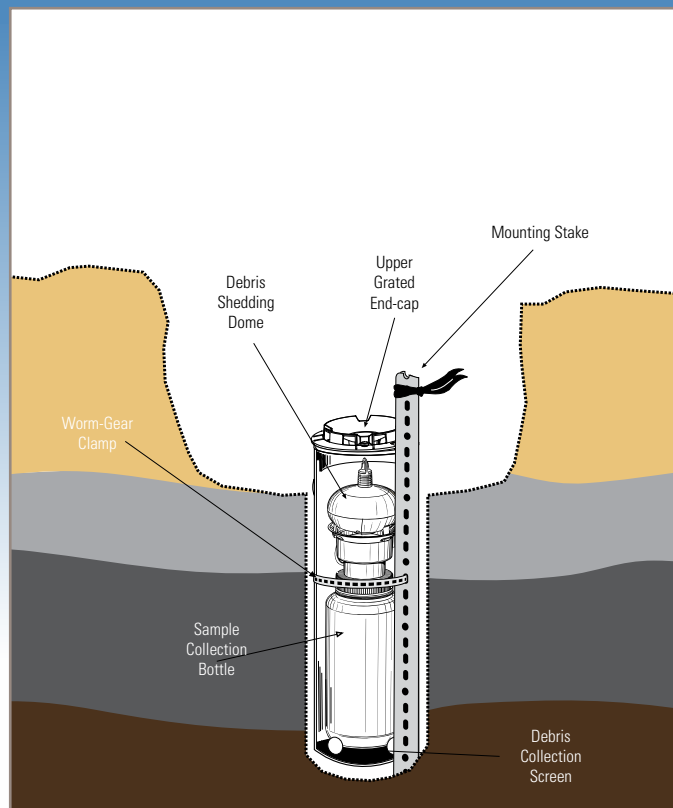
Easy. Affordable. Compliant.

Thermo Scientific Nalgene Storm Water Sampler

The Nalgene® Storm Water Sampler is a convenient and affordable device for collecting quarterly storm water grab samples in compliance with EPA sampling requirements. No more standing in the rain waiting for water to flow or missed sampling events.



Stream Mount



Ditch Mount

Easy to Use

- > Simply position the reusable mounting kit once, then reload with disposable samplers
- > No programming or complicated trip-switches
- > Floating ball valve automatically seals off the sample collection port when full

Affordable

- > Compared with other EPA-compliant alternatives Nalgene Storm Water Sampler is a fraction of the price!

Compliant with EPA Sampling Requirements

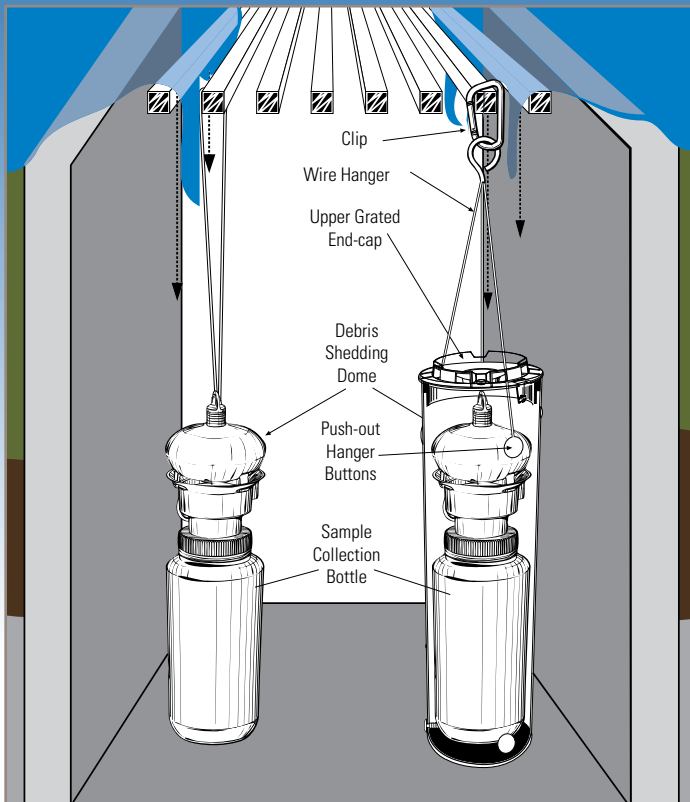
- > Collects a full liter of sample within the first 30 minutes of a qualifying rain event
- > Prevents co-mingling with later run-off or volatile analyte loss
- > HDPE sampler unit for inorganic and visual analysis; amber glass bottle unit for organic analysis
- > For a more detailed list of EPA requirements, see chart on back

Prevents Cross Contamination

- > Disposable sampling device: use it once, and throw it away! No decontamination required!

Convenient

- > Position the sampler in a storm water outfall prior to a qualifying rain event, and retrieve it at a convenient time after the storm



Grate Mount

The Storm Water Sampler can collect a full one liter grab sample of first flush storm water runoff through a storm water ditch, stream or storm grate outfall. Simply position the sampler in its protective mounting tube prior to a rain event, and leave it in place until after the storm.

Thermo Scientific

Nalgene Storm Water Sampler

EPA Requirement	Nalgene Feature
Collect a full 1L of sample	Both Nalgene HDPE and amber glass storm water samples have at least 1L sample capacity.
Sample must be a discreet grab from the outfall flow	The Nalgene storm water sampler collection funnel is equipped with a floating ball valve that seals off the sample chamber after the bottle is full preventing comingling and dilution by later run off. The mounting tube is designed to shed falling rain and collect only runoff when positioned in a ditch or stream outfall.
Sample must be collected within the first 30 minutes of outfall flow	Sample is collected immediately after water starts to flow over the device.
Sample must be collected during a qualifying rain event	Mounting kit can be positioned in a ditch or stream outfall at the critical level at which water will flow when a qualifying event occurs.
Samples for VOA analysis need to be protected from volatilization	The storm water sampler is equipped with a ball valve that closes off the sample chamber once the bottle is full; minimizing head space and volatile analyte loss.
Collect samples for organic analyses in a glass container with Teflon lined closure	The 1120-1000 Sampler is fluorinated to prevent organic analyte adhesion and is mounted on an amber glass bottle. A teflon-lined closure is supplied for sample transport to the lab.
Samples for inorganic and visual analysis may be collected in an HDPE container	The 1100-1000 sampler is mounted on a Nalgene HDPE shatterproof bottle. A Nalgene closure is supplied for guaranteed leak-proof sample transport to the lab.
Visual analyses should include observations of debris in the sample	The mounting tube is equipped with a debris collection screen to collect debris shed by the sample collection dome for visual notation.

Cat. No.	Description	Qty/Cs	Nominal Volume	Height, in./mm	Outside Diameter, in./mm	List Price/Each	List Price/Case
1100-1000	Storm Water Sampler single use, HDPE	4	1L	13.2/33.5	3.8/9.5	\$36.50	\$146.00
1120-1000	Storm Water Sampler single use, Glass	4	1L	13.2/33.5	3.8/9.5	\$42.00	\$168.00
1160-1000	Mounting Kit, reusable	1	NA	15.6/39.7	4.6/11.7	\$50.00	\$50.00

Visit www.thermoscientific.com/stormwater and view the Nalgene Storm Water Sampler demonstration video.

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www.thermoscientific.com/stormwater

Asia: China Toll-free: 800-810-5118 or 400-650-5118; India: +91 22 6716 2200, India Toll-free: 1 800 22 8374; Japan: +81-3-5826-1616; Other Asian countries: 65 68729717

Europe: Austria: +43 1 801 40 0; Belgium: +32 53 73 42 41; Denmark: +45 4631 2000; France: +33 2 2803 2180; Germany: +49 6184 90 6940, Germany Toll-free: 08001-536 376; Italy: +39 02 02 95059 or 434-254-375; Netherlands: +31 76 571 4440; Nordic/Baltic countries: +358 9 329 100; Russia/CIS: +7 (812) 703 42 15; Spain/Portugal: +34 93 223 09 18; Switzerland: +41 44 454 12 12; UK/Ireland: +44 870 609 9203

North America: USA/Canada +1 585 586 8800; USA Toll-free: 800 625 4327

South America: USA sales support: +1 585 899 7198

Countries not listed: +49 6184 90 6940 or +33 2 2803 2180

VBLSPNUNCCF 0311

Thermo
SCIENTIFIC

Appendix B: Stormwater Characterization Monitoring Requirements

All permittees shall conduct stormwater characterization monitoring for the parameters listed in Table 7.0 below, as required by Parts 7.1, 7.2, and 7.3 of this permit.

Table B: Analytical Wet Weather Characterization Monitoring

Parameter	Units	Monitoring Frequency	Monitoring Type
Metals			
Antimony	µg/L	1x during first 42 months of permit term	Discrete
Barium	µg/L	1x during first 42 months of permit term	Discrete
Beryllium	µg/L	1x during first 42 months of permit term	Discrete
Cadmium	µg/L	1x during first 42 months of permit term	Discrete
Nickel	µg/L	1x during first 42 months of permit term	Discrete
Mercury	µg/L	1x during first 42 months of permit term	Discrete
Silver	µg/L	1x during first 42 months of permit term	Discrete
Thallium	µg/L	1x during first 42 months of permit term	Discrete
Inorganics			
Cyanide	µg/L	1x during first 42 months of permit term	Discrete
Volatile Organic Compounds (VOCs)			
Acrolein	µg/L	1x during first 42 months of permit term	Discrete
Acrylonitrile	µg/L	1x during first 42 months of permit term	Discrete
Benzene	µg/L	1x during first 42 months of permit term	Discrete
Carbon tetrachloride	µg/L	1x during first 42 months of permit term	Discrete
Chlorobenzene	µg/L	1x during first 42 months of permit term	Discrete

Parameter	Units	Monitoring Frequency	Monitoring Type
Dibromochloromethane	µg/L	1x during first 42 months of permit term	Discrete
Chloroethane	µg/L	1x during first 42 months of permit term	Discrete
2-chloroethylvinyl ether	µg/L	1x during first 42 months of permit term	Discrete
Chloroform	µg/L	1x during first 42 months of permit term	Discrete
Bromodichloromethane	µg/L	1x during first 42 months of permit term	Discrete
1,2-dichlorobenzene	µg/L	1x during first 42 months of permit term	Discrete
1,3-dichlorobenzene	µg/L	1x during first 42 months of permit term	Discrete
1,4-dichlorobenzene	µg/L	1x during first 42 months of permit term	Discrete
1,1-dichloroethane	µg/L	1x during first 42 months of permit term	Discrete
1,2-dichloroethane	µg/L	1x during first 42 months of permit term	Discrete
1,3-dichloropropylene	µg/L	1x during first 42 months of permit term	Discrete
Ethylbenzene	µg/L	1x during first 42 months of permit term	Discrete
Bromomethane	µg/L	1x during first 42 months of permit term	Discrete
Chloromethane	µg/L	1x during first 42 months of permit term	Discrete
Methylene chloride	µg/L	1x during first 42 months of permit term	Discrete
1,1,2,2-tetrachloroethane	µg/L	1x during first 42 months of permit term	Discrete
Tetrachloroethylene	µg/L	1x during first 42 months of permit term	Discrete
Toluene	µg/L	1x during first 42 months of permit term	Discrete
1,2-trans-dichloroethylene	µg/L	1x during first 42 months of permit term	Discrete
1,1,1-trichloroethane	µg/L	1x during first 42 months of permit term	Discrete

Parameter	Units	Monitoring Frequency	Monitoring Type
1,1,2-trichloroethane	µg/L	1x during first 42 months of permit term	Discrete
Trichloroethylene	µg/L	1x during first 42 months of permit term	Discrete
Vinyl chloride	µg/L	1x during first 42 months of permit term	Discrete
Xylene	µg/L	1x during first 42 months of permit term	Discrete
Semi-VOCs - Acid Extractable			
2-chlorophenol	µg/L	1x during first 42 months of permit term	Discrete
2,4-dichlorophenol	µg/L	1x during first 42 months of permit term	Discrete
2,4-dimethylphenol	µg/L	1x during first 42 months of permit term	Discrete
4,6-dinitro-o-cresol	µg/L	1x during first 42 months of permit term	Discrete
2,4-dinitrophenol	µg/L	1x during first 42 months of permit term	Discrete
2-nitrophenol	µg/L	1x during first 42 months of permit term	Discrete
4-nitrophenol	µg/L	1x during first 42 months of permit term	Discrete
p-chloro-m-cresol	µg/L	1x during first 42 months of permit term	Discrete
Pentachlorophenol	µg/L	1x during first 42 months of permit term	Discrete
Phenol	µg/L	1x during first 42 months of permit term	Discrete
2,4,6-trichlorophenol	µg/L	1x during first 42 months of permit term	Discrete
Semi-VOCs – Base/Neutrals			
Acenaphthene	µg/L	1x during first 42 months of permit term	Discrete
Acenaphthylene	µg/L	1x during first 42 months of permit term	Discrete
Anthracene	µg/L	1x during first 42 months of permit term	Discrete
Benz(a)anthracene	µg/L	1x during first 42 months of permit term	Discrete

Parameter	Units	Monitoring Frequency	Monitoring Type
Benzo(a)pyrene	µg/L	1x during first 42 months of permit term	Discrete
Benzo(b)fluoranthene	µg/L	1x during first 42 months of permit term	Discrete
Benzo(g,h,i)perylene	µg/L	1x during first 42 months of permit term	Discrete
Benzo(k)fluoranthene	µg/L	1x during first 42 months of permit term	Discrete
Chrysene	µg/L	1x during first 42 months of permit term	Discrete
Dibenzo(a,h)anthracene	µg/L	1x during first 42 months of permit term	Discrete
3,3'-dichlorobenzidine	µg/L	1x during first 42 months of permit term	Discrete
Diethyl phthalate	µg/L	1x during first 42 months of permit term	Discrete
Dimethyl phthalate	µg/L	1x during first 42 months of permit term	Discrete
Di-n-butyl phthalate	µg/L	1x during first 42 months of permit term	Discrete
2,4-dinitrotoluene	µg/L	1x during first 42 months of permit term	Discrete
2,6-dinitrotoluene	µg/L	1x during first 42 months of permit term	Discrete
Di-n-octyl phthalate	µg/L	1x during first 42 months of permit term	Discrete
1,2-diphenylhydrazine (as azobenzene)	µg/L	1x during first 42 months of permit term	Discrete
Fluoranthene	µg/L	1x during first 42 months of permit term	Discrete
Fluorene	µg/L	1x during first 42 months of permit term	Discrete
Hexachlorobenzene	µg/L	1x during first 42 months of permit term	Discrete
Hexachlorobutadiene	µg/L	1x during first 42 months of permit term	Discrete
Hexachlorocyclopentadiene	µg/L	1x during first 42 months of permit term	Discrete
Hexachloroethane	µg/L	1x during first 42 months of permit term	Discrete

Parameter	Units	Monitoring Frequency	Monitoring Type
Indeno(1,2,3-cd)pyrene	µg/L	1x during first 42 months of permit term	Discrete
Isophorone	µg/L	1x during first 42 months of permit term	Discrete
Naphthalene	µg/L	1x during first 42 months of permit term	Discrete
Nitrobenzene	µg/L	1x during first 42 months of permit term	Discrete
N-nitrosodimethylamine	µg/L	1x during first 42 months of permit term	Discrete
N-nitrosodi-n-propylamine	µg/L	1x during first 42 months of permit term	Discrete
N-nitrosodiphenylamine	µg/L	1x during first 42 months of permit term	Discrete
Phenanthrene	µg/L	1x during first 42 months of permit term	Discrete
Pyrene	µg/L	1x during first 42 months of permit term	Discrete
1,2,4-trichlorobenzene	µg/L	1x during first 42 months of permit term	Discrete
PCB / Pesticides			
Aldrin	µg/L	1x during first 42 months of permit term	Discrete
Alpha-BHC	µg/L	1x during first 42 months of permit term	Discrete
Beta-BHC	µg/L	1x during first 42 months of permit term	Discrete
Gamma-BHC	µg/L	1x during first 42 months of permit term	Discrete
Delta-BHC	µg/L	1x during first 42 months of permit term	Discrete
Chlordane	µg/L	1x during first 42 months of permit term	Discrete
4,4'-DDT	µg/L	1x during first 42 months of permit term	Discrete
4,4'-DDE	µg/L	1x during first 42 months of permit term	Discrete
4,4'-DDD	µg/L	1x during first 42 months of permit term	Discrete

Parameter	Units	Monitoring Frequency	Monitoring Type
Dieldrin	µg/L	1x during first 42 months of permit term	Discrete
Alpha-endosulfan	µg/L	1x during first 42 months of permit term	Discrete
Beta-endosulfan	µg/L	1x during first 42 months of permit term	Discrete
Endosulfan sulfate	µg/L	1x during first 42 months of permit term	Discrete
Endrin	µg/L	1x during first 42 months of permit term	Discrete
Endrin aldehyde	µg/L	1x during first 42 months of permit term	Discrete
Heptachlor	µg/L	1x during first 42 months of permit term	Discrete
Heptachlor epoxide	µg/L	1x during first 42 months of permit term	Discrete
PCB-1242	µg/L	1x during first 42 months of permit term	Discrete
PCB-1254	µg/L	1x during first 42 months of permit term	Discrete
PCB-1221	µg/L	1x during first 42 months of permit term	Discrete
PCB-1232	µg/L	1x during first 42 months of permit term	Discrete
PCB-1248	µg/L	1x during first 42 months of permit term	Discrete
PCB-1260	µg/L	1x during first 42 months of permit term	Discrete
PCB-1016	µg/L	1x during first 42 months of permit term	Discrete
Toxaphene	µg/L	1x during first 42 months of permit term	Discrete

Notes:

1. The permittee shall include any additional parameters in stormwater sampling as specified by Part 5.0 Water Quality Standards of this permit.
2. The permittee shall collect discrete samples and shall attempt to include the “first flush” (first 30 minutes of stormwater discharge) of a qualifying storm event whenever possible to do so. Auto Sampling equipment may be used, if available.
3. When analyzing for metals, the permittee shall assume a 1:1 total dissolved ratio



ATTACHMENT 3 - Laboratory Bid Estimate

12065 Lebanon Rd
 Mt. Juliet, TN 37122
 Phone: 615-758-5858
 Fax:

Quote Prepared for:

Engineering and Environmental Consultants
 (EEC)
 7740 North 16th St Suite 135
 Phoenix, AZ 85020

John Burton
 (602) 248-7702
 jburton@eecorp.com

Pace® Contact Information

Account Executive
 David Veratti
david.veratti@pacelabs.com

Pace Project Manager
 Daphne Richards
daphne.richards@pacelabs.com
 (615) 773-9662

Project Information

Quote Name	00146539 - EEC - Stormwater Characterization: Carefree AZ - 9/21/23	Created Date	9/22/2023
Quote Number	00146539	Expiration Date	12/31/2023
Standard TAT:	10 Business Days	Shipping Information	Phoenix Service Center
Rush Surcharges:	10 day=Standard, 7 day=1.25x, 5 day=1.50x, 4 day=1.75x, 3 day=2.00x, 2 day=2.50x, 1 day=3.00x	Report Level	2
Project Location	AZ	EDD Requirements:	n
		Certification Requirements	n

Minimum Laboratory Fee

\$250

Quote Details

Quantity	Method	Product	Line Item Description	Sales Price	Sub-Total	Total-Price
3.00	EPA 6010/7470	RCRA 8 Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag) (water)		\$95.00	\$285.00	\$285.00
3.00	EPA 335.4	Cyanide, Total (water)		\$55.00	\$165.00	\$165.00
3.00	EPA 8260	Volatile Organic Compounds (VOCs) (water)		\$90.00	\$270.00	\$270.00
3.00	EPA 8270	Semi-Volatile Organics (full list SVOCs) (water)		\$200.00	\$600.00	\$600.00
3.00	EPA 8081	Pesticides, Organochlorine (GC) (water)		\$100.00	\$300.00	\$300.00
3.00	EPA 8082	Polychlorinated Biphenyls (PCBs) (water)		\$85.00	\$255.00	\$255.00
1.00		Environmental Impact Fee (Per Invoice)		\$25.00	\$25.00	\$25.00
3.00		Sample Disposal	per sample	\$6.00	\$18.00	\$18.00

Grand-Total \$1,918.00

Additional Pricing Considerations:

If you have specific questions about any conditions noted below, please contact your Pace Analytical Representative.

ATTACHMENT 4 - EEC COST ESTIMATE DETAIL

**Town of Carefree
SAP and Stormwater Characterization
Costing Details**

<i>SCOPE OF WORK</i>	<i>PM</i>	<i>Sr. Env Spec.</i>	<i>Env Spec.</i>	<i>Env Tech 2</i>	<i>Env Tech 1</i>	<i>Admin</i>	<i>LEVEL OF EFFORT (hrs)</i>	<i>LABOR COST</i>	<i>LAB</i>	<i>OTHER DIRECT COSTS</i>	<i>TOTAL</i>
<i>RATE</i>	\$155.00	\$130.00	\$110.00	\$95.00	\$75.00	\$65.00					
Stormwater Assistance Task Total =	6	22	32	6	4	2	72	\$ 8,310	\$ 1,918	\$ 1,150	\$ 11,378
Task 1 - Sampling and Analyses Plan (SAP)	2	14	4	2	0	1	23	\$ 2,825	\$ -	\$ -	\$ 2,825
Task 2 - Stormwater Characterization	4	8	28	4	4	1	49	\$ 5,485	\$ 1,918	\$ 1,050	\$ 8,453
GRAND TOTALS =	6	22	32	6	4	2	72	\$ 8,310	\$ 1,918	\$ 1,050	\$ 11,278

Laboratory Fee - \$1,918.00
 Nalgene Bottles - \$1050.00
 Mileage/Expenses - \$100.00

EEC
 7740 N. 16th St., Suite 135
 Phoenix, AZ 85020
 (602) 248-7702



Mr. Mark Milstone
Town of Carefree
PO Box 740
8 Sundial Circle
Carefree, AZ 85377

October 30, 2023
mark@carefree.org
Original is **NOT** being mailed

Re: Proposal to Provide Municipal Separate Storm Sewer System (MS4) Compliance and Assistance in Support of Arizona Department of Environmental Quality (ADEQ) Audit Findings; EEC Proposal No.: 23509.02

Dear Mr. Milstone:

Engineering and Environmental Consultants, Inc. (EEC) is pleased to present this proposal to the Town of Carefree (Town) to provide stormwater compliance and assistance in support of recent ADEQ audit findings. The audit was conducted to determine compliance with the Town's Arizona Pollutant Discharge Elimination System (AZPDES) general permit (Small MS4 Permit) requirements. Included in this proposal is a brief project understanding, scope of work, estimated fee and schedule.

PROJECT UNDERSTANDING

The Town's MS4 program was audited by ADEQ on September 6th, 2023 and compliance issues identified. The Town received a Notice of Opportunity to Correct Deficiencies (NOC) dated October 18, 2023 and the following ten (10) items requiring a response are summarized below:

1. Within 30 calendar days submit an organizational chart.
2. Within 45 calendar days submit evidence of a reporting system to track public reporting of spills, discharges and/or dumping.
3. Within 60 calendar days submit evidence of compliance of an educational program that focuses on the impacts of stormwater discharges.
4. Within 60 calendar days submit evidence that documents Town employees received specific stormwater training.
5. Within 75 calendar days submit evidence of compliance of an operations & maintenance program (manual) for municipal systems.
6. Within 75 calendar days submit evidence of compliance opportunities for the public to participate and review/implementation of the Town's Stormwater Management Plan (SWMP) and annual report.
7. Within 90 calendar days submit evidence of a written construction stormwater runoff control program to include plan review, site inspections, operator control of wastes and education.
8. Within 90 calendar days provide documentation of a plan review process to evaluate post-construction stormwater controls.
9. Within 120 calendar days submit evidence of an updated SWMP.
10. Within 120 calendar days submit evidence of a written Sampling and Analysis Plan (SAP) for stormwater characterization.

The Town has requested assistance with compliance item numbers 2, 3, 5, 6, 7, 8, and 9. The other compliance items have either already been completed by the Town or are being performed under a separate approved scope of work. The following scope of work outlines those requested compliance item numbers identified above.

SCOPE OF WORK

Task 1 - Reporting System to Track Public Reporting (Compliance Item #2)

EEC understands the Town will develop an online reporting system through their website for the public to submit a report of spills, discharges and/or dumping to the MS4. A review of the online reporting system will be conducted within 72 hours of being notified it is available and will be based upon Small MS4 Permit Section 6.2.4 requirements. EEC comments and suggested changes will be provided via an email response within 4 business days of receiving notice that the reporting system is available for viewing.

Task 2 – Educational Program (Compliance Item #3)

EEC will develop an educational program the Town can provide to local restaurants. The educational program will be developed to meet Small MS4 Permit Section 6.1.2 and 6.1.3 and may consist of either a PowerPoint presentation or Adobe Pdf flyer handout. The education material will in general include best stormwater management practices, pollution prevention and water quality impacts. A draft of the educational materials will be prepared within 20 business days of receiving a purchase order or notice to proceed (NTP) and submitted via email for review. EEC will provide a final education program within 5 business days of receiving all final comments on the draft. The final education program will be submitted via email in either a PowerPoint or Adobe Pdf format.

Task 3 – Operations & Maintenance Manual Review (Compliance Item #5)

EEC will conduct a review of the updated Operations & Maintenance Manual to be provided by the Town. We understand the Town will update the manual and provide it to EEC in either Word or Adobe Pdf format. The review will be conducted in accordance with Small MS4 Permit Section 6.6.2(b), 6.6.2(c)-(d) and 6.6.2(f). EEC comments and suggested changes will be provided via an email within 5 business days of receiving the updated Operations & Maintenance Manual.

Task 4 – Public Participation Opportunity (Compliance Item #6)

EEC will conduct a review of the Town's website for compliance with the public participation opportunity requirement. This review will be conducted to determine compliance with Small MS4 Permit Section 6.2.1, 6.2.2 and 6.2.3. This review will be conducted within 3 business days of being notified that the SWMP and annual report have been posted to the Town's website. EEC's review and comments will be provided via an email response within 3 business days of being notified.

Task 5 – Written Construction Stormwater Runoff/Control Program (Compliance Item #7)

EEC will assist in the development of a written stormwater runoff control program to minimize or eliminate pollutant discharges to the Town's MS4 from construction activities. This will include the following:

- Written procedures for site plan review in accordance with Small MS4 Permit Section 6.4.2(c).
- Written procedures for construction site inspections in accordance with Small MS4 Permit Section 6.4.2(d)-(e).
- Requirements for construction site operators to control wastes Section 6.4.2(i).
- Program to provide education to construction activity operators on erosion and sediment control requirements in accordance with Small MS4 Permit Section 6.4.4.

EEC will provide a draft of the written procedures via email in Word and Adobe Pdf format for the first two bullet points within 25 business days of receipt of a purchase order or NTP.

The third bullet item will be included within written procedures; however, it is the Town's responsibility to ensure an ordinance is in place with the proper authority to enforce the control of construction waste. EEC will develop a tri-fold flyer that will meet the requirements of the fourth bullet point. The flyer will include written educational information about construction requirements for erosion and sediment control. A draft flyer will be submitted via email in Adobe

Pdf format within 25 business days of receipt of a purchase order or NTP.

Task 6 – Site Plan Review Process (Compliance Item #8)

EEC will develop a written site plan review process to evaluate and approve post-construction stormwater controls in accordance with Small MS4 Permit Section 6.5.3. The written process will consist of a form that identifies the post-construction feature, dimension, coordinates and long-term inspection/maintenance responsibility. The intent of the form is that will be submitted along with a site plan during the initial submittal and review process. A draft form will be submitted for review via email in Adobe Pdf format within 25 business days of receipt of a purchase order or NTP. A final form will be submitted via email in Adobe Pdf format within 3 business days of receipt of comments on the draft.

Task 7 – Review Updated SWMP (Compliance Item #9)

EEC understands the Town is in the process of updating its SWMP and has requested EEC to conduct a review when complete. The review will be conducted to determine if the updated SWMP meets the minimum requirements identified in Small MS4 Permit Sections 4.1 and 4.2. EEC will complete a review within 5 business days of receiving the update SWMP. Review comments will be provided in the same format as the updated SWMP is provided (Word or Adobe Pdf). This task includes up to two reviews of the updated SWMP.

ESTIMATED FEE

EEC’s estimated time and materials fee to complete this scope of work is summarized below:

Task Item	Fee
Task 1 - Reporting System to Track Public Reporting (Compliance Item #2)	\$310.00
Task 2 - Educational Program (Compliance Item #3)	\$1,720.00
Task 3 - Operations & Maintenance Manual Review (Compliance Item #5)	\$465.00
Task 4 - Public Participation Opportunity (Compliance Item #6)	\$310.00
Task 5 - Written Construction Stormwater Runoff/Control Program (Compliance Item #7)	\$5,230.00
Task 6 - Site Plan Review Process (Compliance Item #8)	\$1,760.00
Task 7 - Review Updated SWMP (Compliance Item #9)	\$620.00
<i>Time & Materials Not to Exceed Fee</i>	\$10,415.00

An EEC Cost Estimate Detail is provided as an Attachment for review.

PROJECT SCHEDULE

EEC will begin work upon receipt of a notice to proceed or purchase order. The following estimated schedule for each task and assumes one year for completion:

- *Task 1 – Reporting System to Track Public Reporting (Compliance Item #2):* EEC’s review of the online reporting system will be conducted within 72 hours of being notified it is available.
- *Task 2 – Task 2 - Educational Program (Compliance Item #3):* EEC will provide a draft of the educational materials within 20 business days of receiving a purchase order or NTP and submitted via email for review. EEC will provide a final education program within 5 business days of receiving all final comments on the draft.
- *Task 3 – Operations & Maintenance Manual Review (Compliance Item #5):* EEC comments and suggested changes will be provided via an email within 5 business days of receiving the updated Operations & Maintenance Manual.
- *Task 4 – Public Participation Opportunity (Compliance Item #6):* EEC’s review will be conducted within 3 business days of being notified that the SWMP and annual report have been posted to the Town’s website. EEC’s review and comments will be provided via an email response within 3 business days of being notified.

- *Task 5 - Written Construction Stormwater Runoff/Control Program (Compliance Item #7):* EEC will provide a draft of the written procedures for site plan review and construction inspection via email in Word and Adobe Pdf format within 25 business days of receipt of a purchase order or NTP. A tri-fold flyer for educational materials for construction activity operators will be submitted via email in Adobe Pdf format within 25 business days of receipt of a purchase order or NTP.
- *Task 6 - Site Plan Review Process (Compliance Item #8):* A draft form for site plan review process will be submitted for review via email in Adobe Pdf format within 25 business days of receipt of a purchase order or NTP. A final form will be submitted via email in Adobe Pdf format within 3 business days of receipt of comments on the draft.
- *Task 7 - Review Updated SWMP (Compliance Item #9):* EEC will complete a review of the updated SWMP within 5 business days of receiving the update SWMP.

Please contact me at (602) 248-7702, ext. 7319 or cell phone at (602) 301-9391 should you have questions concerning this proposal.

Sincerely,

Engineering and Environmental Consultants, Inc.

John Burton

John Burton

Project Manager

Attachments: EEC Cost Estimate Detail

ATTACHMENT - EEC COST ESTIMATE DETAIL
Town of Carefree
MS4 Audit Compliance and Assistance
Costing Details

<i>SCOPE OF WORK</i>	PM	Sr. Env Spec.	Env Spec.	Env Tech 2	LEVEL OF EFFORT (hrs)	LABOR COST	TOTAL
<i>RATE</i>	\$155.00	\$130.00	\$110.00	\$95.00			
MS4 Audit Compliance & Assistance	Task Total = 19	32	18	14	83	\$ 10,415	\$ 10,415
Task 1 - Reporting System to Track Public Reporting (Compliance Item #2)	2	0	0	0	2	\$ 310	\$ 310
Task 2 - Educational Program (Compliance Item #3)	2	6	4	2	14	\$ 1,720	\$ 1,720
Task 3 - Operations & Maintenance Manual Review (Compliance Item #5)	3	0	0	0	3	\$ 465	\$ 465
Task 4 - Public Participation Opportunity (Compliance Item #6)	2	0	0	0	2	\$ 310	\$ 310
Task 5 - Written Construction Stormwater Runoff/Control Program (Compliance Item #7)	4	18	12	10	44	\$ 5,230	\$ 5,230
Task 6 - Site Plan Review Process (Compliance Item #8)	2	8	2	2	14	\$ 1,760	\$ 1,760
Task 7 - Review Updated SWMP (Compliance Item #9)	4	0	0	0	4	\$ 620	\$ 620
GRAND TOTALS =	19	32	18	14	83	\$ 10,415	\$ 10,415

EEC
7740 N. 16th St., Suite 135
Phoenix, AZ 85020
(602) 248-7702

Agenda Item #

**TOWN OF CAREFREE
INFORMATION SUMMARY**

MEETING

DATE: November 7, 2023

SUBJECT: Review, discussion, and action to update the Town's MS4 permit documents and procedures, and wash sampling.

ATTACHMENT:

Scope and Fee from John Burton, certified stormwater professional
Scope and Fee for required sampling.

SUMMARY:

On 9/06/23 the Arizona Department of Environmental Quality (ADEQ) performed an all day audit to review documents and procedures associated with the administration of the Town's program. After the audit, the Town was provided with a list of documents and procedures which require updating.

This scope and fee is another unfunded mandate that the Federal and State government places on municipalities to address new required initiatives and procedures including the characterization of stormwater pollutants within the Towns washes.. The sampling plan for this permit is likely to continue to grow over time. For that reason, a new line item will be added to the the Capital Improvement Program (CIP) and/or future operational budget to include fees for more expected unfunded mandates. The initial fee will be \$26,000/year.

ACTION NEEDED:

Authorization for the Town to enter into a contract with CEC in the amount of \$ 21,693.00 for responses to the NOC and for a sampling plan which meets ADEQ requirements.

REPORT PREPARED BY:

Mark Milstone, Town Engineer

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and possible approval of Resolution 2023-11 adopting the Municipal Traffic Calming Policy.

PREPARED BY: Mark Milstone, Town Engineer/Public Works

SUMMARY:

This is the second review of the Municipal Traffic Calming Policy.

ACTION NEEDED:

The action required is to approve the Neighborhood Traffic Calming Policy so that it can be used to implement traffic calming procedures and improve the safety and well being of all our residents.

Attachments

Neighborhood Traffic Calming Policy
Traffic Calming Staff Report
Resolution 2023-11 Traffic Calming Policy



Engineering Department
8 Sundial Circle
PO Box 740
Carefree, AZ 85377

480-488-3686



Neighborhood Traffic Calming Policy

November 2023





Engineering Department
8 Sundial Circle
PO Box 740
Carefree, Arizona 85377
480-488-3686

TRAFFIC CALMING POLICY

November 2023

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POLICY GOALS AND OBJECTIVES

This policy defines the procedures and criteria involved in the Town of Carefree’s Neighborhood Traffic Calming Program (TCP). The goal of the TCP is define the process and potential options for neighborhood vehicle speeds to mitigate safety concerns on residential, local and minor collector streets. Mitigation efforts will only considered on public streets. Private streets will not be considered for mitigation measures and it will be up to the HOA to mitigate speed and safety concerns. The TCP aims to achieve this goal by incorporating the following:

- Specific traffic volume and speed criteria that define acceptable standards for residential, local, and minor collector streets
- Consideration of distinct traffic and neighborhood features, such as the following:
 - High volume of pedestrians or bicycles
 - Very high speeds with very low traffic volume
- Review and approval of projects that advance past the petition phase by the Town Council
- Notification and outreach to affected areas

PROGRAM COMPONENTS

Recognizing that there is no one-size-fits-all solution to speed concerns, the TCP takes a comprehensive approach. The TCP consists of two components - neighborhood speed awareness and neighborhood traffic calming that encompass the three “E’s” of traffic safety: education, enforcement, and engineering.

Neighborhood Speed Awareness

The neighborhood speed awareness component focuses primarily on education and enforcement. For example, residents are encouraged to educate their neighbors about speeding concerns through the process of filling out a Letter of Interest Form (see page 10). Other residents can sign the form to show their support for initiating the TCP in their neighborhood. Once the form is filed, residents can request the Town to install and collect speed data with speed data .

Neighborhood Traffic Calming

The neighborhood traffic calming component focuses primarily on engineering. Once the Letter of Interest Form is completed and the fee paid, the town will collect traffic volume and speed data. This data will be shared with the applicants to design an education and enforcement program around the peak period of traffic violations. Once this program is completed a second period of data collection will be conducted to determine the effectiveness of the enforcement program. Collectively, this information will be shared with the applicants to determine if a traffic calming design is warranted and to formulate potential solutions.

If a traffic calming mechanism is warranted the applicant must hold a neighborhood meeting to

If there is neighborhood support for a solution the applicant will be responsible to pay between 15% and 25% of the engineers cost estimate to move the project forward to design and a complete presentation for Council's consideration.

The Town will commit up to a total of \$15,000 per neighborhood project. No more than that total cost will become available to fund traffic calming projects will be authorized in one fiscal year. Projects will be accepted on a first come, first served basis.

BENEFITS AND LIMITATIONS OF TRAFFIC CALMING

Before requesting permanent or semi-permanent traffic calming devices, it is important for the resident to understand all potential benefits and limitations of these devices.

Potential Benefits of Traffic Calming

Below are the potential benefits of traffic calming devices. These benefits are not guaranteed and what some may see as a benefit, others may see as a drawback.

- The number of vehicles traveling faster than the speed limit is reduced
- The number of vehicles traveling on a street is reduced
- Traffic calming measures are present 24 hours-per-day, 365 days-per-year
- Enhanced neighborhood appeal and improved comfort for pedestrians and bicyclists
- Increased driver awareness

Potential Limitations of Traffic Calming

Along with the potential benefits of traffic calming devices, there are also some potential limitations. Below are the potential issues that traffic calming devices can create.

- Continued noncompliance with speed limits
- Increased emergency vehicle response times
- Increased vehicle noise
- Inconvenience to residents that must travel through traffic calming devices when commuting to and from their residences
- Debris accumulation near traffic control devices
- Reduced neighborhood appeal

TRAFFIC CALMING CRITERIA BY DEVICE TYPE

Specific criteria and conditions must be met for each type of permanent or semi-permanent traffic calming device to be installed in the Town of Carefree. Requests for traffic calming devices on public streets will be considered by the Town only if all of the following criteria are met:

- The street segment is 660 to 5,280 feet in length.
- The street is a paved public throughfare.
- The street is planned for only one through motor vehicle lane per direction.
- The posted speed limit is a maximum of 30 mph.
- The following two speed conditions are met:
 - At least 40% of traffic travels at speeds of 5 mph or more above the speed limit.
 - At least 20% of traffic travels at speeds of 10 mph or more above the speed limit.
- Taking both sides of the street into consideration, more than 50% of the street frontage provides residential access. Exceptions may be given to streets adjacent to a school or park or to streets designated as a pedestrian or bicycle route.
- On a street where speed feedback traffic calming devices have been installed for more than one year

Horizontal Realignment (Median or Side Islands)

- The street segment is 660 to 5,280 feet in length.
- The street is a paved public throughfare.
- The street is planned for only one through motor vehicle lane per direction.
- The street has 300 to 3,000 vehicles per day.
- The following two speed conditions are met:
 - At least 40% of traffic travels at speeds of 5 mph or more above the speed limit.
 - At least 20% of traffic travels at speeds of 10 mph or more above the speed limit.
- Taking both sides of the street into consideration, more than 50% of the street frontage provides direct residential access. Exceptions may be given to streets adjacent to a school or park or to streets designated as a pedestrian or bicycle route.
- The street does not qualify or is unacceptable for vertical realignment.

Route Restriction

- Adjacent non-residential routes can accommodate diverted traffic.
- The street segment is 0.5 to 2 miles in length.
- The street is paved.
- The street is planned for only one through motor vehicle lane per direction.
- The street has 300 to 2,000 vehicles per day.
- The following two speed conditions are met:
 - At least 40% of traffic travels at speeds of 5 mph or more above the speed limit.
 - At least 20% of traffic travels at speeds of 10 mph or more above the speed limit.
- Taking both sides of the street into consideration, more than 50% of the street frontage provides direct residential access. Exceptions may be given to streets adjacent to a school or park, or to streets designated as a pedestrian or bicycle route.

TRAFFIC CALMING POLICY - STEP BY STEP

Step 1 – Contact the town.

The resident must initiate contact with the Town Engineer which can be by any means.

Step 2 – Discuss concerns and potential solutions with town staff.

The Town Engineer will reach out to the residents to acquire more details about the concern and discuss potential solutions and policy criteria.

Step 3 – Collect signatures on a Letter of Interest Form and submit it to the town.

If the Town Engineer indicates that initial criteria for traffic calming are met and the resident wishes to pursue permanent or semi-permanent traffic calming, the resident must submit a completed Letter of Interest Form (see page 10) to the Town Engineer to initiate a formal study of traffic conditions. The Letter of Interest Form must include signatures from at least 3 current residents or property owners or from at least 50% of the residents or property owners along the street section under consideration for traffic calming.

Step 4 – Review traffic data.

The Town Engineer will collect and processes traffic data and then sends a formal email to the resident documenting the outcome of the data collection and whether it meets policy criteria for the requested traffic calming device(s).

Step 5 – Initiate a neighborhood petition.

If the street segment meets policy criteria, the Town Engineer and the residents will work together to create a concept plan, define the affected and notification areas, and create a petition form. The residents will then be responsible for acquiring signatures from a minimum of 60% of the addresses within the affected area and 80% of the addresses within 1000 feet of the proposed traffic calming devices and the board of the impacted associations. Refer to the petition process section on page 8 for more details.

Step 6 – Obtain Town Council approval for construction of the project.

The final step requires approval of the project by the Town Council. The Town Engineer will prepare a presentation of all relevant information related to the project and request approval for construction of the project from the council. Prior to construction fees obtained and approved by impacted residents before the installation of any traffic calming devices. Residents will have 30 days to submit fees to the Town. Construction will be completed at no direct cost to the resident.

Traffic Calming Program Letter of Interest Form

FROM: _____

ADDRESS: _____

PHONE NUMBER: _____

E-MAIL: _____

DATE: _____

We, the undersigned, are interested in neighborhood traffic management for the following street. Please submit a separate form for each street. Please only one signature per address.

Street: _____ **from** _____ **to** _____

	<u>PRINTED NAME</u>	<u>ADDRESS</u>	<u>E-MAIL OR PHONE</u>	<u>SIGNATURE</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____
5)	_____	_____	_____	_____
6)	_____	_____	_____	_____
7)	_____	_____	_____	_____
8)	_____	_____	_____	_____
9)	_____	_____	_____	_____
10)	_____	_____	_____	_____

Return to: Town of Carefree Engineering Department,
8 Sundial Circle,
PO Box 740,
Carefree, AZ 85377
480-488-3686

Engineering Department - received by: _____

Date: _____

PETITION PROCESS

The petition process is largely driven by the residents with support from town staff and is the last major hurdle before project implementation. Below is a list of roles and responsibilities for completing the petition:

- Town staff determines notification and affected areas.
- Town staff provides resident(s) with the following:
 - Petition form with proposed traffic calming project plan on back
 - Information packet
 - Notification area map(s)
- Town staff includes specific project information on the town website.
- Town staff posts project notification signs at identified street or neighborhood entry that includes town website project information.
- Resident(s) circulates petition in affected area and returns petition to the town.
- Town staff evaluates petition to make sure the following conditions are met:
 - 60% of addresses (either owners or long-term tenants) in affected area must sign. One signature is allowed per household or property.
 - Vacant homes or properties are excluded from affected area and petition.
 - 80% of addresses (either owner or long-term tenants) within 1000 feet of proposed traffic calming devices must sign and a letter of support from the impacted HOA Board to the town must be submitted.
- Town staff may contact individual signatories to verify their signatures.
- Impacted residents will be required to share in the data collection, design, and construction fees required to implement the improvements. The fees will vary based on the size, type, and costs for each individual traffic calming device. Fees and cost sharing will be set after the petition has been accepted and will need to be approved, with the impacted parties, prior to entering into a contract with a design firm.
- An annual budget amount, for traffic calming installations, will be included in each year and the funds will be allocated on a first come basis.

The town typically defines the affected area(s) and notification area(s) as follows:

Affected Area

- Residents adjacent to the street
- Residents/institutions/businesses adjacent to the street that have no alternative route
- Residents that are most likely to choose the route being considered for traffic calming for access to their home
- Residents that are not separated from the area by a minor collector or larger street type.

Notification Area

- The affected area
- Residents on streets likely to experience increases in traffic volumes or travel speeds of 10% or more due to traffic calming implementation
- Residents on streets within ¼ to ½ mile of the street(s) being considered for traffic

calming implementation

- Residents that are not separated by a major collector or larger street type
- Drivers/other users of the street notified by driver-visible signage posted on streets anticipate the installation of traffic calming devices proposed for devices

Traffic Calming Program Petition

Street: _____ from _____ to _____

Residents of your neighborhood requested traffic calming improvements as shown on the back of this petition. The Carefree Engineering Department requests resident approval of the installation. The Town of Carefree, under this program, expects the impacted residents to share in the funding of projects. The costs for the resident’s share shall be determined once the petition has been accepted by the Town and the costs have been estimated.

Signatures must be either the property owner’s or property residents, and the signer must be 18 years old or older. Only one signature, will be allowed, per property.

The Town of Carefree Traffic Calming Program is available for review at <https://www.carefree.org/engineering-streets-and-right-of-way>. By signing, those named below support the traffic calming plan shown on the back of this petition. For additional information, contact the Carefree Engineering Department at 480-488-3686.

	<u>PRINTED NAME</u>	<u>SIGNATURE</u>	<u>ADDRESS</u>	<u>DATE</u>
1)	_____	_____	_____	_____
2)	_____	_____	_____	_____
3)	_____	_____	_____	_____
4)	_____	_____	_____	_____
5)	_____	_____	_____	_____
6)	_____	_____	_____	_____
7)	_____	_____	_____	_____
8)	_____	_____	_____	_____
9)	_____	_____	_____	_____
10)	_____	_____	_____	_____
11)	_____	_____	_____	_____
12)	_____	_____	_____	_____
13)	_____	_____	_____	_____
14)	_____	_____	_____	_____
15)	_____	_____	_____	_____

Petitions without a map on reverse will not be accepted.

Petition circulator: _____

Engineering Department received: _____

PROJECT PRIORITIZATION

Construction of approved traffic calming projects will be based upon available funding and the following prioritization factors in order of importance:

- First come, first served
- Percentage of speeding vehicles
- Daily traffic volume
- Street is adjacent to a school or park or adjacent to a designated pedestrian or bicycle route.

The Town Council will determine which projects are priorities if there is limited funding available for project requests. Carefree will require a flat fee of \$500 to begin the traffic calming process. This fee shall be deducted from the agreed upon sharing costs associated with the improvements.

DEVICE REMOVAL OR MODIFICATION

Requests to remove traffic calming devices can be made no earlier than 12 months/one year after the project has been completed. The process to remove the traffic calming devices is the same as the petition process to install the devices. Exceptions may be made by the Town Council.

Requests for modifications to a traffic calming project can be made at any time to the Engineering Department. The town engineer will determine if a petition process is necessary for a requested modification. Installing additional traffic calming devices on an existing project may be considered if the street qualifies for the speed and volume criteria 12 months/one year after project completion.

A device may be removed or modified by the Town without notification to the residents if it causes stormwater or emergency response issues or if it has adverse impacts on adjacent streets and/or residences.

Figure 1, Figure 2, and Figure 3 provide hypothetical examples of affected areas and notification areas for small, medium, and large neighborhoods.

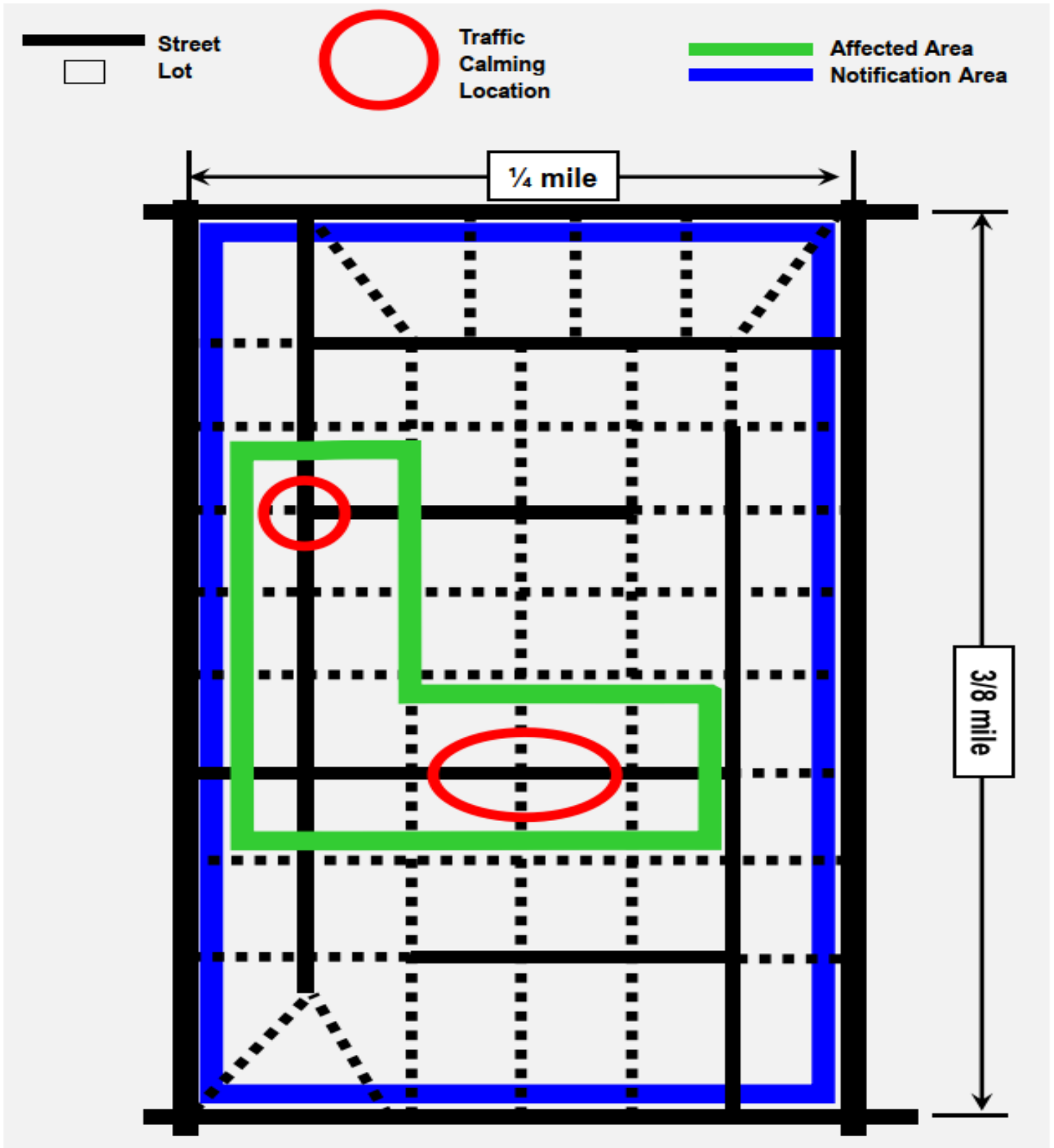


FIGURE 1: Affected and Notified Areas for Small Neighborhoods

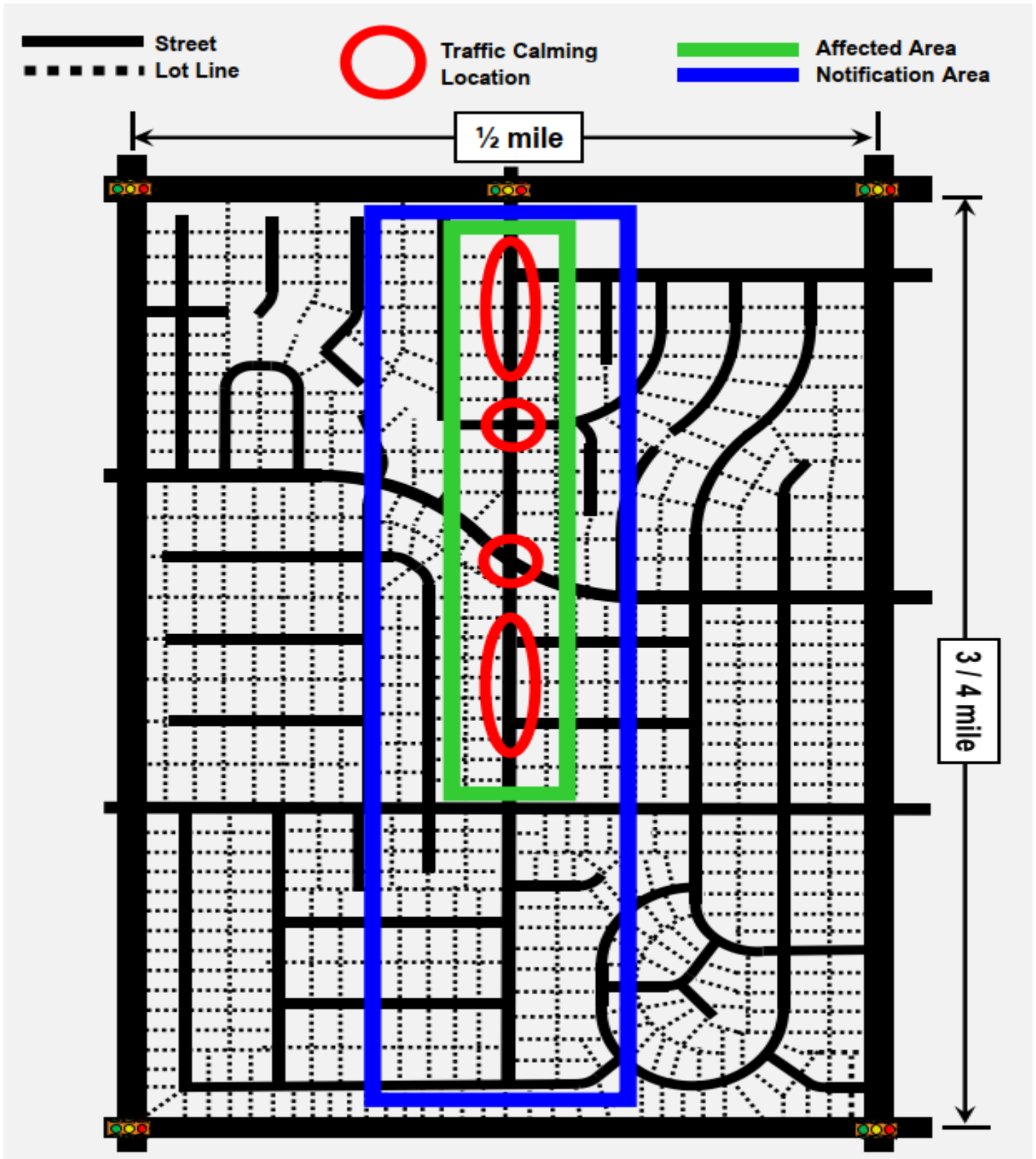


Figure 2: Affected and Notified Areas for Medium Neighborhood

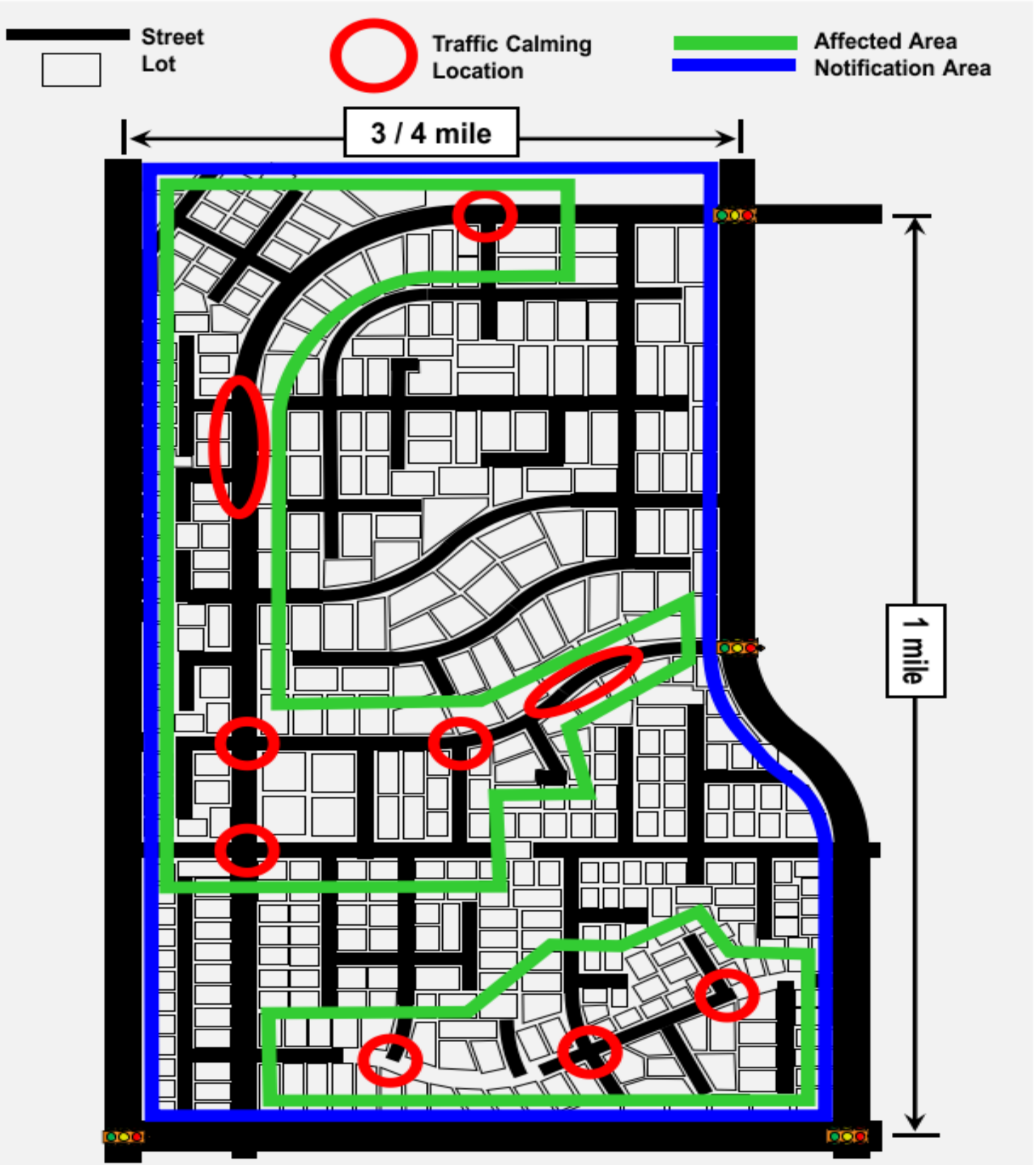


Figure 3: Affected and Notified Areas for Large Neighborhood

Agenda Item #

**TOWN OF CAREFREE
INFORMATION SUMMARY**

MEETING

DATE: November 7, 2023

SUBJECT: Neighborhood Traffic Calming Policy.

ATTACHMENT: Neighborhood Traffic Calming Policy

SUMMARY: At the August 1st Town Council Meeting, the the draft of the Neighborhood Traffic Calming Policy was presented for discussion. At that time the Town Council decided that the policy needed to be reviewed and updated through the process of Town Workshops to gather residents input for overall transparency of the policy and to ensure that the policy was truly a Town policy, not just one drafted by Town personnel.

After the town Council meeting, two workshop were held in council chambers on September 14, 2023, and September 28, 20123 to gather input. The two workshops were well attended, and many town people presented opinions on how to make a more concise policy that would work throughout the Town. The workshops gained very favorable review, and the residents were pleased to be a part of the process.

Town staff used the input gathered from the workshops, as well as additional input received through emails and updated the draft policy to fit better with the residents' concerns. The revised policy is attached to this staff report.

***ACTION NEEDED:**

The action required is to approve the Neighborhood Traffic Calming Policy so that it can be used to implement traffic calming procedures and improve the safety and well being of all our residents.

REPORT PREPARED BY:

Mark Milstone, P.E. Town Engineer

RESOLUTION 2023-11

**A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF
THE TOWN OF CAREFREE AUTHORIZING THE MAYOR OF THE TOWN OF
CAREFREE TO APPROVE THE TOWN OF CAREFREE NEIGHBORHOOD TRAFFIC
CALMING POLICY**

WHEREAS, Town staff have received numerous reports of excess speed, pedestrian safety concerns, and vehicular accidents on neighborhood streets, and

WHEREAS, Town staff conducted a series of neighborhood workshops to gather resident input and obtain data regarding traffic in the Town of Carefree. Workshops were held on 9/14/23 and 9/28/23, and

WHEREAS, The Town workshops were well attended by about 60 residents with favorable opinions about the policy, and

WHEREAS, on October 3, 2023, Town staff presented a draft Traffic Calming Study to the Town Council and public for additional input and review, and

WHEREAS, the attached revised Traffic Calming Policy is the result of neighborhood input, resident suggestions, and technical studies.

NOW, THEREFORE, IT IS RESOLVED by the Mayor and Common Council of the Town of Carefree, Arizona, approving Resolution 2023-11 and adopting the Town of Carefree Traffic Calming Policy for implementation.

PASSED AND ADOPTED BY the Mayor and Town Council of the Town of Carefree, Arizona, this 7th day of November, 2023.

AYES _____ NOES _____ ABSTENTIONS _____ ABSENT _____

FOR THE TOWN OF CAREFREE

ATTESTED TO:

John Crane, Mayor

**Kandace French-Contreras,
Town Clerk**

APPROVED AS TO FORM:

Denis Fitzgibbons, Interim Town Attorney

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and public hearing to approve the Town of Carefree Floodplain Ordinance 2023-05 replacing Ordinance 2019-03 (*Second Reading*).

PREPARED BY: Mark Milstone, Town Engineer/Public Works

SUMMARY:

This is the second reading of the Floodplain Ordinance.

ACTION NEEDED:

Approval and acceptance of Ordinance 2023-05 or the Floodplain Ordinance.

Attachments

Staff Report for Floodplain Ordinance
FINAL Floodplain Ordinance

Agenda Item

TOWN OF CAREFREE INFORMATION SUMMARY

MEETING

DATE: November 7, 2023

SUBJECT: Second Reading of the Floodplain Ordinance.

ATTACHMENT: Redlined revision to Ordinance # 2019-03 NEW Ordinance # 2023-05

SUMMARY: This revised ordinance to the floodplain management ordinance addresses coordination with current regulations, studies, and maps to remain in compliance with the National Flood Insurance Program (NFIP). This is the first of two required Ordinance readings.

The National Flood Insurance Program (NFIP) was created by Congress in 1968 through the National Flood Insurance Act. The NFIP is administered by the Federal Emergency Management Agency (FEMA); the Arizona Department of Water Resources (ADWR) is the state of Arizona's coordinating agency. While on the national level participation in NFIP is voluntary, in 1977 Arizona by executive order required statewide NFIP participation as part of its floodplain management program. Local communities in Arizona today agree to adopt and enforce floodplain management ordinances in order to reduce future flood risks in Special Flood Hazard Areas (SFHA), or floodplains. The SFHA's and other risk premium zones applicable to each participating community are depicted on Flood Insurance Rate Maps (FIRM's). As permitted under State statute, Carefree is a "District Dependent Community." What this means is Carefree decided to rely on its flood control district, the Flood Control District of Maricopa County (FCDMC), to regulate the delineated floodplains thereby keeping Carefree in good standing in the NFIP. The FCDMC is responsible for enforcing its floodplain usage rules, development restrictions, and permitting requirements necessary to protect the environmental and flood control qualities of floodplains in Carefree. In 2005 Carefree adopted a floodplain management ordinance delegating FCDMC floodplain management authority and responsibility. This Ordinance followed a State model ordinance which included references to FEMA's Flood Insurance Study (FIR) and FIRM maps for Maricopa County. At times the FIR, FIRM maps, and FCDMCs regulations are updated to include new or revised floodplain information. In 2007, the floodplain Ordinance was amended to include such revisions. Today's amendment updates the Town's ordinance again in a similar manner and clarifies the role of the Town's Floodplain Manager (Town Administrator). The core language remains the same. The intent is to keep the Ordinance current and compliant with ADWR. The draft of the revised floodplain ordinance is attached to this report. The October 3rd Town Council Meeting was the first reading of the Ordinance with this meeting (November 7th) serving as the second reading of the ordinance and possible approval date.

PUBLIC PARTICIPATION: This is a public hearing and the second reading of the proposed ordinance as required by the Town Code. Tonight's action is to approve the second reading of the ordinance. Once approved, the Town Clerk will submit the required publication notices in order to complete the new ordinance process.

***ACTION NEEDED:**

The action required is to approve the second reading of the Town's Floodplain Ordinance.

REPORT PREPARED BY:

Mark Milstone, P.E. Town Engineer

**TOWN OF CAREFREE, ARIZONA
ORDINANCE NO. 2023-05**

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, PERTAINING TO THE NATIONAL FLOOD INSURANCE PROGRAM, ADOPTING BY REFERENCE REVISED FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS, AND FLOODPLAIN MANAGEMENT ORDINANCE; ABROGATION AND GREATER RESTRICTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING PENALTIES.

Town of Carefree, located in Maricopa County, has elected NOT to assume floodplain management responsibility as authorized in A.R.S. § 48-3610 and shall be known as District Dependent. Town of Carefree shall appoint a Floodplain Administrator who will be responsible for (1) coordinating with Flood Control District of Maricopa County staff regarding floodplain management and (2) verifying that the Community's participation in the NFIP is maintained and remains in good standing through adoption and enforcement of this Ordinance.

The Town of Carefree Floodplain Administrator shall also be, at a minimum, responsible for the following:

1. Obtain and maintain current Flood Insurance Studies and Flood Insurance Rate Map(s) applicable to their community;
2. Obtain and maintain copies of the most current "Floodplain Regulations for Maricopa County, January 17, 2018" at the office of the Town Clerk;
3. Obtain and maintain evidence of compliance for all applicable development within the Special Flood Hazard Areas; and
4. Repeal or modify all existing local ordinances that conflict with this Ordinance.

WHEREAS, the Town of Carefree, Arizona joined the National Flood Insurance Program (NFIP) as a separate community on July 2, 1979; and under the National Flood Insurance Program is the entity responsible for floodplain administration within the Town; and,

WHEREAS, the continued participation in the National Flood Insurance Program is in the best interest of the citizens of the Town of Carefree; and,

WHEREAS, the Federal Emergency Management Agency published a countywide Flood Insurance Study, dated July 20, 2021, and Flood Insurance Rate Map for Maricopa County and incorporated areas, dated October 16, 2013, and each community that participates in the National Flood Insurance Program is required to adopt a floodplain management Ordinance consistent with Federal and State criteria; and,

WHEREAS, A.R.S. § 48-3609 assigns powers and duties for floodplain management to the Flood Control District of Maricopa County and the Town of Carefree has elected NOT to assume those powers and duties as provided for in A.R.S. § 48-3610; and,

WHEREAS, the Flood Control District of Maricopa County has adopted an ordinance to participate in the NFIP and,

WHEREAS, those certain documents entitled "Flood Insurance Study for Maricopa County,

Arizona and Incorporated Areas dated July 20, 2021", and "Flood Insurance Rate Maps dated October 16, 2013" and "Floodplain Regulations for Maricopa County (January 17, 2018)" and all subsequent amendments and/or revisions are hereby designated as public records.

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

Section 1. The Town of Carefree elects NOT to assume the responsibility of floodplain management from the Flood Control District of Maricopa County as provided for in **A.R.S.** §§ 48-3609; 3610. The Town of Carefree Town Administrator is designated as the National Flood Insurance Program Floodplain Manager for the Town and will serve as the community point of contact on National Flood Insurance Program issues for County, State and Federal officials.

Section 2. Those public records entitled "Flood Insurance Study for Maricopa County, Arizona, and Incorporated Areas dated July 20, 2021" and "Flood Insurance Rate Maps dated October 16, 2013") and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the Town Clerk, are hereby adopted by reference as the basis for establishing the Special Flood Hazard Areas in the Town of Carefree. The Special Flood Hazard Areas documented in the Flood Insurance Study and Flood Insurance Rate Maps are the minimum area of applicability of this Ordinance and may be supplemented by studies for other areas as allowed in this Ordinance.

Section 3. That public record designated as the "Floodplain Regulations for Maricopa County, dated January 18, 2018", and all subsequent amendments and/or revisions, copies of which shall be kept on file in the office of the Town Clerk, is hereby adopted as the legal basis for implementing floodplain management in Town of Carefree.

Section 4. Abrogation and Greater Restrictions. This Ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance and another ordinance, easement, covenant, or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

Section 5. Severability. If any portion of this Ordinance is determined by a court of competent jurisdiction to be invalid, all remaining portions of this Ordinance shall remain in full force and effect.

Section 6. Providing for penalties as per Article 1.8 of the Carefree Town Code.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the Town of Carefree, Maricopa County, Arizona, this this.

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and possible action to approve Resolution 2023-12 approving the Intergovernmental Agreement between the Arizona Department of Revenue and the Town of Carefree for the administration, collection, audit and/or licensing of transaction privilege tax.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

SUMMARY:

The agreement for the Arizona Department of Revenue to administer, collect and pay out all transaction privilege tax (TPT) is set by statute. The Intergovernmental Agreement was negotiated by the League of Arizona Cities and Towns and all cities and towns were bound by statute to adopt a Resolution and Agreement complying with the statute. The attached revised agreement focuses on providing clarity in procedures of Auditing and protection of Taxpayer information/data in alignment with state laws.

ACTION NEEDED:

Approve Resolution 2023-12 adopting the attached IGA.

Attachments

Res 2023-12 ADOR TPT IGA
Final ADOR TPT IGA

**TOWN OF CAREFREE, ARIZONA
RESOLUTION 2023-12**

**A RESOLUTION OF THE TOWN COUNCIL OF THE
TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA,
ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF
ARIZONA AND THE TOWN OF CAREFREE CONTINUING THE UNIFORM
ADMINISTRATON OF THE TOWN'S TRANSACTION PRIVILEGE TAX**

WHEREAS, an Intergovernmental Agreement ("IGA") was negotiated with the Arizona Department of Revenue ("DOR") by a consortium of cities and towns and the League of Arizona Cities and Towns related to the Local Transaction Privilege Tax ("TPT") administration as governed by A.R.S. § 42-6001 and approved by the Carefree Town Council in June, 2019; and

WHEREAS, the IGA defines the working relationship between DOR and Arizona cities and towns; and

WHEREAS, the continued uniform administration of the Town's Transaction Privilege Tax is in the best interest of the Town, and

WHEREAS, the IGA formalizes the process for audit request assignment and performance, for handling voluntary disclosure by taxpayer, closing agreements in lieu of litigation, and sets up responsibilities and authorities of both parties, and;

WHEREAS, the IGA provides for a formal review process to resolve disputes or handle complex issues through the "State & Municipal Audit Resolution Team ("SMART").

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Carefree, Arizona, approving Resolution 2023-12 and adopting the Intergovernmental Agreement with the Arizona Department of Revenue continuing services related to Uniform Administration of the Town's Transaction Privilege.

PASSED, APPROVED AND ADOPTED by the Mayor and Common Council of the Town of Carefree, Arizona, this 7th day of November, 2023

___ AYES ___ NOES ___ ABSTENTIONS ___ ABSENT

John Crane, Mayor

ATTEST:

APPROVED AS TO FORM

Kandace French Contreras, Town Clerk

Denis Fitzgibbons, Interim Town Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF REVENUE AND
THE TOWN OF CAREFREE, ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into this 7th day of November, 2023, by and between the Arizona Department of Revenue (“Department”) and the Town of Carefree, an Arizona municipal corporation (“City/Town”). This Agreement shall supersede and replace all previous intergovernmental agreements, including amendments thereto, entered into by the Department and City/Town regarding the administration, collection, audit, and/or licensing of transaction privilege tax, use tax, severance tax, jet fuel excise and use taxes, and rental occupancy taxes (collectively referred to as “Taxes”) imposed by the State, City/Town, and other Arizona municipalities.

RECITALS

WHEREAS, A.R.S. Title 11, Chapter 7, Article 3 (A.R.S. § 11-952 *et seq.*) authorizes two (2) or more public agencies to enter into intergovernmental agreements to contract for services, if authorized by their legislative or governing bodies.

WHEREAS, A.R.S. § 42-6001 *et seq.* was amended effective January 1, 2015 to provide that the Department shall collect and administer any transaction privilege and affiliated excise taxes imposed by any Arizona municipality and that the Department and each municipality shall enter into an intergovernmental contract or agreement pursuant to A.R.S. § 11-952 to provide a uniform method of administration, collection, audit, and licensing of transaction privilege and affiliated excise taxes imposed by the State and Arizona municipalities.

WHEREAS, City/Town has taken appropriate action by ordinance, resolution, or otherwise, pursuant to the laws applicable to the governing body of City/Town, to approve and authorize City/Town to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Department and City/Town enter into this Agreement as follows:

1. Definitions

1.1 A.R.S. means the Arizona Revised Statutes.

1.2 Adoption of an Ordinance means final approval by majority vote of the City/Town council.

- 1.3 **Ambassador Program** means the Department’s provided structure and support of curriculum related to tax administration and compliance education.
- 1.4 **Arizona Management System** means the State’s professional, results-driven management system that focuses on customer value and vital mission outcomes for citizens. The system is based on principles of Lean, a proven people-centered approach that has delivered effective results in both public and private sectors. Lean focuses on customer value, continuous improvement and engaged employees to improve productivity, quality, and service.
- 1.5 **Audit** means an examination and verification of accounts and records to determine taxpayer compliance with A.R.S. Title 42 and the Model City Tax Code, or any other assessment issued pursuant to A.R.S. § 42-1108.
- 1.6 **City Services** means the Department’s team or successor unit thereof that assists Arizona municipalities with administrative functions and all other activities related to transaction privilege tax licensing, collection, and compliance of any kind. In this Agreement, all references to electronic communications with City Services shall be directed to the team’s address at citiesunit@azdor.gov.
- 1.7 **Closing Agreement** means an agreement to settle a tax liability pursuant to A.R.S. § 42-1113.
- 1.8 **Collection** means activities to collect established liabilities for transaction privilege taxes, fees, and related penalties and interest that are due and owing.
- 1.9 **Confidentiality Standards** means the standards set forth in A.R.S. § 42-2001 *et seq.*, Model City Tax Code § 510, Appendix A of this Agreement, and such other written standards mutually agreed to by the Department and City/Town, and which will be incorporated into Appendix A of this Agreement.
- 1.10 **Development Fees** has the same meaning prescribed in A.R.S. § 42-5075(B).
- 1.11 **Desk Review** means any assessment issued pursuant to A.R.S. § 42-1109(B).
- 1.12 **Federal Tax Information (“FTI”)** means Federal income tax returns or return information the Department receives from the Internal Revenue Service, including any information created by the Department derived from that information. Documents obtained from a taxpayer or State income tax returns are not considered Federal Tax Information. The scope of this Agreement does not permit the Department to share FTI with any Arizona municipality.
- 1.13 **Independent Contractor** means any individual or entity with which City/Town may enter into an agreement to perform transaction privilege tax administration, collection, audit, licensing, and any other related duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- 1.14 **Model City Tax Code** means the document defined in A.R.S. § 42-6051.

- 1.15 Municipal Tax or Municipal Taxes** means collectively the transaction privilege and affiliated excise taxes, including use tax, severance tax, jet fuel excise and use tax, and rental occupancy tax imposed by City/Town in accordance with the Model City Tax Code and similar taxes imposed by City/Town pursuant to a City/Town code section outside the Model City Tax Code that are collected via the standard transaction privilege tax return. Unless the context provides otherwise, this definition includes municipal privilege tax, municipal privilege tax license fees, and all related penalties, interest and other similar charges collected by the Department on behalf of an Arizona municipality.
- 1.16 Options Chart** means any chart contained in a section of the Model City Tax Code which identifies the various approved standard Options adopted by an Arizona municipality.
- 1.17 Primary Point of Contact (“PPOC”)** means a designated City/Town representative with the primary responsibility for communicating with the Department and their respective staff on any matters described within this Agreement. The PPOC must be an individual qualified to receive Tax Information under Section 2.1 of this Agreement and be included on the Master Authorization List referenced in Section 2.3 of this Agreement.
- 1.18 Profile** means a dedicated section of the Model City Tax Code that provides specific information for each Arizona municipality, including contact information, applicable tax rates, and amendments and provisions unique to City/Town.
- 1.19 Standard Audit Life Cycle Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities from the assignment of audits through final resolution consistent with this Agreement and the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Audit Life Cycle Process Map shall be referred to SMART for resolution.
- 1.20 Standard Authorization List Update Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to keep an updated list of current employees and contractors who are authorized to receive Tax Information consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Authorization List Update Process Map shall be referred to SMART for resolution.
- 1.21 Standard Inter-Jurisdictional Transfer Process Map** means a document containing the decisions and procedures adopted by the Department and Arizona municipalities to document and authorize the transfer of erroneously reported or

allocated tax from one (1) municipality to another based upon a municipality's request or during the audit process consistent with this Agreement and with the Arizona Management System principle of continuous improvement. This document shall be reviewed by the Department and Arizona municipalities as needed, not less than annually, with any changes memorialized in a revised map. In the event of a disagreement regarding proposed changes, the Standard Inter-Jurisdictional Transfer Process Map shall be referred to SMART for resolution.

- 1.22 State** means the State of Arizona.
- 1.23 State & Municipal Audit Resolution Team (“SMART”)** means an advisory committee responsible for resolving issues as set forth in Section 15 of this Agreement.
- 1.24 State Tax or State Taxes** means transaction privilege tax and affiliated excise taxes, including use tax, severance tax, and jet fuel excise and use taxes imposed by the State of Arizona or its counties.
- 1.25 Tax Information** means information deemed confidential taxpayer information protected from disclosure pursuant to A.R.S. § 42-2001 *et seq.* or Model City Tax Code § 510 concerning the business financial affairs or operations of a taxpayer as it relates to Municipal Taxes or State Taxes. Tax Information includes all financial information related to transaction privilege taxes obtained from any source related to an individual taxpayer and all such aggregate financial information related to any group of identified or identifiable taxpayers.
- (a) Examples of Tax Information include without limitation:
- (1) Any information provided by the Department to City/Town derived from any source including tax returns, reports, tax license applications, and the New License Report or License Update Report; and
 - (2) Any information received by, recorded by, prepared by, furnished to, or collected by the Department or City/Town with respect to a transaction privilege tax return or the termination or possible existence of liability of any person for any transaction privilege tax and related penalty or interest, such as the taxpayer's identity; the nature, source, or amount of the taxpayer's income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, taxes withheld, deficiencies, over-assessments, or tax payments; or whether the taxpayer's account was, is being, or will be examined or subject to audit, desk review, investigation, collection, or processing.
- (b) Taxpayer identifying information obtained by City/Town from any source not identified in Section 1.25(a) of this Agreement is not Tax Information for purposes of this Agreement.

1.26 Voluntary Disclosure Agreement means a document used in a voluntary disclosure program designed for eligible taxpayers with exposure for tax liability and/or civil penalties arising from a failure to report and/or pay all Taxes due which allows the taxpayer to come into voluntary compliance.

2. Authorized Access Lists

2.1 Statutory Authority: The disclosure of information relating to State Taxes and Municipal Taxes is governed by A.R.S. § 42-2001 *et seq.*, and, for reporting periods prior to January 1, 2015, by Model City Tax Code § 510.

2.2 Qualified Recipients of Information: The Department and City/Town shall only disclose Tax Information related to State Tax and Municipal Tax pursuant to this Agreement to individuals authorized by law as described in Section 2.1 of this Agreement, including those authorized persons listed on the Authorized Access Lists provided by the Department and Arizona municipalities. Questions related to a listed Department recipient may be directed to City Services at citiesunit@azdor.gov. Questions related to a listed Arizona municipal recipient may be directed to the PPOC of the pertinent Arizona municipality.

2.3 Department's Authorized Access List: Pursuant to Section 2.4(c) of this Agreement, the Department shall maintain, update, and provide a current statewide Master Authorization List of names, job titles, and contact information of the Department staff and Arizona municipal representatives who are authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information from the Department or Arizona municipalities, as defined in the Standard Authorization List Update Process Map. Updates shall be provided on not less than a monthly basis. The Department shall promptly notify Arizona municipalities of any individual whose authorization to receive State Tax and Municipal Tax information has been revoked for any reason.

2.4 City/Town's Authorized Access List: City/Town shall maintain, update, and provide a current Authorized Access List of names, job titles, and contact information for all persons acting on behalf of City/Town authorized by law as described in Section 2.1 of this Agreement to receive State Tax and Municipal Tax information as defined in the Standard Authorization List Update Process Map.

(a) City/Town shall indicate one PPOC on the Authorized Access List to resolve any administrative issues with the Authorized Access List. At its discretion, City/Town may also indicate an additional individual as a back-up or alternate PPOC.

(b) City/Town shall ensure all personnel on the Authorized Access List meet the requirements indicated in the Confidentiality Standards (Appendix A) including completing all required confidentiality training certification and recertification as required from time to time, within the time required by the Department.

- (c) Upon execution of this Agreement and on the first day of each calendar quarter thereafter, City/Town shall email to City Services at citiesunit@azdor.gov a current Authorized Access List of its staff and representatives authorized to receive State Tax and Municipal Tax information from the Department and Arizona municipalities, including additions and deletions, changes in job titles, and contact information. City/Town's PPOC shall promptly notify the Department of any person whose authorization to receive State Tax and Municipal Tax information is revoked for any reason.
- (d) The Department shall review City/Town's Authorized Access List. If the Department finds that any person on the list has not completed the required confidentiality training in a timely manner or does not meet the Confidentiality Standards in Appendix A of this Agreement, the Department shall notify the City/Town PPOC to resolve the issue. The Department shall not include that person on the Master Authorization List until the issues have been resolved to the satisfaction of the Department.

2.5 Independent Contractors:

- (a) City/Town may at times choose to enter into a contract with an Independent Contractor to perform the transaction privilege tax administration, collection, audit, desk review, licensing, and other duties described in this Agreement or A.R.S. § 42-6001 *et seq.*
- (b) In accordance with A.R.S. §§ 42-1004 and 42-6002, no contract with an Independent Contractor may be entered into on a contingency fee basis for the performance of any transaction privilege tax related functions, including but not limited to license inspections, audits, desk reviews, or collections.
- (c) Within ten (10) business days of ratification of this Agreement, or subsequent execution of such a contract between City/Town and an Independent Contractor, City/Town shall provide a copy of each such contract to the City Services electronically at citiesunit@azdor.gov.
- (d) City/Town shall notify the Department of the expiration, termination, or amendment of any agreement with such Independent Contractors within ten (10) business days of such event.
- (e) In this Agreement it is presumed that any reference to a municipal employee such as a license inspector, auditor, desk reviewer, collector, supervisor, etc., also refers to an Independent Contractor performing that function on behalf of the Department or City/Town.
- (f) An Independent Contractor is subject to all training requirements, authorization limitations, and other privileges and restrictions incorporated into this Agreement or provided in statute in the same form and manner as

such conditions apply to an employee performing the same function on behalf of the Department or City/Town.

- (g) When an Independent Contractor issues any correspondence to a taxpayer on behalf of the Department or City/Town, the Independent Contractor shall expressly identify all of the following on such correspondence: the Independent Contractor's name; the name of the Independent Contractor's firm, if applicable; the Independent Contractor's status as a license inspector, auditor, desk reviewer, or collector acting on behalf of the Department or City/Town; the Independent Contractor's mailing address, telephone number, and e-mail address; and the telephone number and e-mail address of a specific person who is an employee of the Department or City/Town capable of responding to the issues raised in the correspondence for the Department or City/Town.
- (h) The Department and/or City/Town may pursue any remedy authorized by this Agreement or by statute for a violation of this Section by an Independent Contractor.

2.6 Sharing of Authorized Access Lists: The Department shall share the Department's Authorized Access List and the Authorized Access Lists for all Arizona municipalities provided to the Department on the Core SFTP site. The Department shall update the lists on a monthly basis with information provided by each Arizona municipality, or as needed to immediately remove any person whose authorized access has been revoked by the Department or an Arizona municipality.

3. Disclosure of Information by City/Town to the Department or Another Arizona Municipality

3.1 Disclosure and Use of Municipal Tax Information: Any Tax Information released by City/Town to the Department or another Arizona municipality may only be used by persons authorized to receive such Tax Information for tax administration and collection purposes and may not be disclosed to the public in any manner that does not comply with A.R.S. § 42-2003, and/or Model City Tax Code § 510 for reporting periods prior to January 1, 2015. All Tax Information shall be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

3.2 Municipal Ordinances: City/Town shall provide the Department with a copy of its Municipal Tax Code or any City/Town ordinances imposing the taxes to be collected hereunder within ten (10) calendar days of a request for such information from the Department. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (a) Tax Code Changes: City/Town shall provide notice to the Department of any tax code change with a copy of any ordinance adopted by City/Town that imposes or modifies the Municipal Taxes or municipal privilege tax

license fees to be collected hereunder within ten (10) calendar days of adoption of the ordinance. This information shall be sent to City Services electronically at citiesunit@azdor.gov.

- (1) City/Town agrees that any ordinance that changes a tax rate, Option selection, or includes the addition or removal of a unique Model City Tax Code exception shall take effect on the first day of the month that is at least sixty (60) calendar days after the City/Town council adopts the change. City/Town and the Department recognize there may be occasions when the City/Town council establishes an effective date less than sixty (60) calendar days after adoption. If City/Town chooses to propose an ordinance with an effective date that is less than sixty (60) calendar days after adoption, City/Town shall notify the Department as soon as possible after that choice is made.
 - (2) The Department shall incorporate all ordinance changes into the official copy of the Model City Tax Code within ten (10) calendar days of receipt of notice from City/Town. The copy provided to the Department may be an electronic copy but shall reflect the identical language contained in the version adopted by the City/Town and shall contain the required signatures indicating council approval.
 - (3) The Department shall notify City/Town when the tax code change has been incorporated and City/Town is responsible for confirming the change has been correctly entered in the official copy of the Model City Tax Code.
 - (4) Pursuant to A.R.S. § 42-6052, if City/Town fails to notify the Department of a tax code change within ten (10) calendar days after City/Town council approval, the ordinance shall be considered null and void. All tax code changes described in this Section shall have no effect until reflected in the official copy of the Model City Tax Code.
- (b) Annexation Ordinances: Within fifteen (15) calendar days following the adoption of an annexation ordinance, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to the Department via email at GIS@azdor.gov and City Services at citiesunit@azdor.gov. City/Town may provide the Department with a list of businesses subject to Municipal Taxes known to be located in the annexed area.
- (c) Review of the Model City Tax Code: City/Town shall be responsible for reviewing the information contained on its Profile, the Options Charts, tax rates for City/Town, and other information specific to City/Town contained in the official copy of the Model City Tax Code and ensuring it is correct.

City/Town affirms that it has an ongoing obligation to notify City Services of any changes needed to such information at citiesunit@azdor.gov.

- 3.3 **Development Fees:** Upon request by the Department to City/Town's PPOC, City/Town shall provide to the Department any information regarding Development Fees imposed by City/Town under A.R.S. § 9-463.05 to assist the Department with the auditing of taxpayers and the ordinary billing and collection of taxes.
- 3.4 **Prior Audits:** Upon request by the Department, City/Town shall allow inspections and copies of any City/Town tax audits conducted prior to January 1, 2015.
- 3.5 **Other Information:** City/Town shall provide other relevant information necessary for tax administration and collection purposes as requested by the Department.

4. **Disclosure of Information by Department to City/Town**

- 4.1 **Statutory Authority:** The Department may disclose information relating to State Taxes and Municipal Taxes to City/Town pursuant to A.R.S. § 42-2003 if the information relates to a taxpayer who is or may be taxable by a county, city, or town or who may be subject to audit by the Department pursuant to A.R.S. § 42-6002.
- 4.2 **Restrictions on Use and Disclosure to Unauthorized Parties:** Any Tax Information disclosed by the Department to City/Town is subject to all restrictions provided for in A.R.S. § 42-2003. Tax Information shall only be used by persons authorized to receive such Tax Information for internal tax administration purposes, including audit, desk review, collection, and licensing activity, and may not be disclosed to the public or any unauthorized party in any manner that does not comply with the Confidentiality Standards (Appendix A).
- 4.3 **Liability for Improper Disclosure:** The disclosure of confidential information concerning Arizona taxes is governed by A.R.S. § 42-2001 *et seq.*, which strictly controls the accessibility and use of this information. Individuals who receive confidential information relating to State Taxes and Municipal Taxes from the Department are subject to the penalties provided in A.R.S. § 42-2004 and other applicable statutes if they misuse or improperly disclose this information to unauthorized individuals.
- 4.4 **Reporting Potential Disclosure Violations/Incidents:** The Department shall not withhold Tax Information from City/Town provided that City/Town complies with A.R.S. § 42-2001 *et seq.*, and the Confidentiality Standards (Appendix A).
 - (a) If City/Town or the Department has information to suggest City/Town or any of its duly authorized representatives has violated A.R.S. § 42-2001 *et seq.* or the Confidentiality Standards (Appendix A), City/Town or the Department shall immediately notify City Services at citiesunit@azdor.gov, the Department's Disclosure Officer at DisclosureOfficer@azdor.gov, and the Department's Information Security Team at InfoSec@azdor.gov.

- (b) City/Town and the Department shall fully cooperate with the Department's Disclosure Officer and Information Security Team in investigating the alleged violation and shall promptly address any identified issues.
- (c) The Department's Disclosure Officer and Information Security Team:
 - (1) Shall send written notice to City/Town's PPOC detailing the alleged breach as understood by the Department and request a response to the allegation within twenty (20) calendar days of the date of the letter, and
 - (2) May inspect City/Town's records, facilities, and equipment to determine whether there has been a violation, and
 - (3) Shall review the written response from City/Town and consider the information contained therein and all relevant circumstances surrounding the alleged violation prior to issuing any determination, and
 - (4) Shall issue a written determination delivered by certified mail to City/Town regarding the alleged violation within sixty (60) calendar days of the date of City/Town's response letter. If the Department determines that a violation has occurred, the Department shall indicate whether a suspension of information is warranted and the length of the suspension. During the period of suspension, City/Town shall not access information maintained or created by the Department related to City/Town.
- (d) If the Department makes a written determination to suspend sharing of information, City/Town may, within ten (10) calendar days of receiving the written determination, submit a written request to SMART requesting the group review the determination as provided in Section 15 of this Agreement.
- (e) If there is a suspension of Tax Information sharing with City/Town, the Department shall maintain all information collected or created during the suspension period related to City/Town that would otherwise have been shared with City/Town and shall assist City/Town with accessing the accumulated information for City/Town immediately upon termination of the suspension.
- (f) Under no circumstances shall the suspension of any right to receive Tax Information adversely impact the Department's delivery or transfer of any City/Town revenues in any manner.

4.5 Information to be Provided: The Department shall provide information pursuant to A.R.S. § 42-6001(B). The Department shall provide such information as outlined

in Appendix B and elsewhere in this Agreement, which shall only be modified in accordance with Section 4.7 of this Agreement.

- (a) The Department shall not provide Federal Tax Information to City/Town.
- (b) In addition to the information detailed in Appendix B of this Agreement, the Department shall disclose, upon request, the following information to City/Town:
 - (1) Department tax audits, including all information related to all Arizona municipalities included in the tax audit; and
 - (2) Other relevant information necessary for City/Town's tax administration and collection purposes, including all information necessary to verify that City/Town received all revenues collected by the Department on behalf of City/Town.

4.6 Storage and Destruction of Tax Information: All Tax Information provided by the Department to City/Town shall be managed, stored, protected, and destroyed in accordance with the Confidentiality Requirements (Appendix A).

4.7 Specificity of Data: Pursuant to A.R.S. § 42-6001, the Department and City/Town agree that the data fields identified in Appendix B of this Agreement and the JT-1, TPT-2, and TPT-EZ forms in Appendix C of this Agreement (also provided online at www.azdor.gov) meet the specificity requirements of City/Town. The data fields identified in Appendix B and the forms in Appendix C may be revised or replaced only by mutual agreement of the Department and Arizona municipalities, with any unresolved issues being referred to SMART for final determination.

4.8. Notwithstanding any provision to the contrary, nothing in this Section shall prevent the Department from complying with state information security requirements in the situation of a data breach or similar event.

5. Audit

The Department shall administer audit functions with City/Town in accordance with the Standard Audit Life Cycle Process Map and with the following provisions.

5.1 Training: All auditors, desk reviewers, and supervisors shall be trained in accordance with the policies of the Department. Auditors and desk reviewers who have not completed the training may only work in conjunction with a trained auditor or supervisor and cannot be the only auditor or desk reviewer assigned to the audit or desk review. The Department shall do all the following:

- (a) Provide semi-annual audit and desk review training in accordance with A.R.S. § 42-6002(C) and be responsible for the costs of the training, limited to any cost for procuring the site and training materials;

- (b) Notify City/Town of any training sessions at least thirty (30) calendar days before the date of the training session;
- (c) Permit City/Town auditors, desk reviewers, and supervisors to attend any scheduled training as space permits at any designated training location;
- (d) Provide additional training, as needed, to inform auditors, desk reviewers, and supervisors regarding changes in State law, the Model City Tax Code, audit and desk review procedures, or Department policy.

5.2 Conflicts of Interest:

- (a) An auditor, desk reviewer, supervisor, or Independent Contractor trained and authorized to conduct an audit or desk review, in addition to the restrictions provided under A.R.S. Title 38, Chapter 3, Article 8, § 38-501 *et seq.*, shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by or in an Independent Contractor relationship with the Department or City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one year after he/she ends employment or the Independent Contractor relationship with the Department or City/Town.
 - (4) Use information he/she acquires in the course of the official duties as an auditor, desk reviewer, supervisor, or Independent Contractor in a manner inconsistent with his/her official duties without prior written approval from the Department.
 - (5) For a period of one (1) calendar year after he/she ends employment by or an Independent Contractor relationship with the Department or City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes a formal screen or ethical wall to prevent any sharing of information between the person and the remainder of the firm. Documentation of such formal screen or ethical wall shall be provided by the firm to the Department or City/Town upon request.
 - (6) Receive compensation from a source other than City/Town or pursuant to an agreement with City/Town for the performance of any work or transaction performed expressly on behalf of City/Town.

- (7) Make any representation of being an employee or contractor of City/Town or the Department in marketing and promotional materials soliciting work or transactions to be performed on behalf of a taxpayer or potential taxpayer.
- (b) In addition to any other remedies available to the Department and City/Town by statute and under the terms of this Agreement, the Department may revoke an individual's authority to audit or perform desk reviews on behalf of the Department or City/Town and prohibit the use of any auditor, desk reviewer, supervisor, or Independent Contractor who violates this provision.

5.3 Audits and Desk Reviews:

- (a) City/Town may request the Department conduct an audit or desk review of any taxpayer engaged in business in City/Town, including a taxpayer whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department and Arizona municipalities shall collaboratively establish and maintain minimum justification standards and procedures. City/Town shall adhere to when submitting an audit or desk review request.
- (b) City/Town may conduct an audit or desk review of a taxpayer engaged in business only in City/Town. Before commencing such audit, City/Town shall submit a Field Audit Request Form. Before commencing such desk review, City/Town shall submit the request using the Desk Review Approval Excel Sheet. The Department shall provide City/Town with a determination of approval or denial of the request within ten (10) calendar days of the notice from City/Town.
- (c) Except as permitted below, the Department shall conduct all audits and desk reviews of taxpayers having locations in two (2) or more Arizona municipalities. A City/Town auditor may participate in any audit or desk review City/Town requested the Department to perform.
- (d) City/Town shall notify the Department if it wants to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose business activity is subject to tax by City/Town but is not subject to tax by the State. The Department shall authorize such audits or desk reviews, to be overseen by the Department, unless there is already an audit or desk review of the taxpayer in process, scheduled, or planned, or the Department determines the audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects. The Department shall notify City/Town of its determination within ten (10) calendar days. No initial audit or desk review contact may occur between City/Town and a taxpayer until the Department approves the audit or desk review notice.

- (e) In the case of taxpayers doing business in more than one (1) Arizona municipality:
 - (1) City/Town may request the Department conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (2) City/Town may request authorization from the Department for City/Town to conduct an audit or desk review of a taxpayer having locations in two (2) or more Arizona municipalities and whose primary business is subject to both Municipal Taxes and State Taxes.
 - (3) Requests pursuant to (e)(1) or (e)(2) shall be made using the Department's Field Audit Request Form or the Desk Review Approval Excel Sheet, as appropriate. The Department shall notify City/Town of its decision regarding the request within ten (10) calendar days of receipt of the request.
- (f) The Department may deny, in writing, City/Town's request for the Department to conduct an audit or desk review within ten (10) calendar days of receiving the request for any of the following reasons:
 - (1) An audit or desk review is already in process or is scheduled or planned for the taxpayer within six (6) months of the request;
 - (2) The requested audit or desk review would interfere with strategic tax administration planning;
 - (3) The audit or desk review selection is discriminatory, an abuse of process, or poses other similar defects;
 - (4) The request lacks sufficient information for the Department to determine whether it is appropriate;
 - (5) The Taxpayer was audited within the previous two (2) years;
 - (6) The Department lacks sufficient resources to conduct the audit or desk review;
 - (7) The scope or subject of the audit or desk review does not justify the use of Department resources.
- (g) If the Department denies a request to conduct an audit or desk review for the reasons provided in (f)(6) or (f)(7), and the audit or desk review is not for a taxpayer that only has a business location in City/Town, then City/Town may request to conduct the audit or desk review itself under the

supervision of the Department. No initial audit or desk review contact may occur between City/Town and a taxpayer until City/Town receives written Department approval.

- (h) Any decision by the Department denying City/Town's request to conduct any audit or desk review may be referred to SMART in accordance with Section 15 of this Agreement.
- (i) All audits or desk reviews conducted by City/Town shall be in accordance with standard audit procedures defined in the Department audit manual and the Standard Audit Life Cycle Process Map. All auditors and desk reviewers shall be trained in accordance with Section 5.1 of this Agreement.
- (j) The Department may appoint a Department manager to supervise any audit or desk review conducted by City/Town.
- (k) All audits shall include all taxing jurisdictions in the State regardless of which jurisdiction's auditors participate in the audit. All desk reviews must include all taxing jurisdictions for which there is information provided by the taxpayer.
- (l) The Department shall issue all audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.
- (m) The Department shall issue amendments to audit or desk review assessments on behalf of all affected taxing jurisdictions in a single notice to the taxpayer.

5.4 Claims for Refund:

- (a) When a taxpayer files a request for refund, including refunds requested by filing amended returns, the Department shall process the request and review it for mathematical errors or for the failure of the taxpayer to properly compute the tax based on the taxable income reported on the return or refund request.
- (b) The Department shall notify City/Town of all refund requests that are reviewed and approved involving City/Town's Municipal Taxes within thirty (30) calendar days of processing the refund. City/Town may request an audit of the taxpayer as set forth in Section 5.3 of this Agreement.
- (c) The Department may assign a Department auditor to review requests for refunds. The Department shall notify City/Town of all refunds under review by an auditor pertaining to a taxpayer who engages in business within City/Town within thirty (30) calendar days of initiating the review and may request that City/Town assist with such reviews, with acceptance of such request at the discretion of City/Town. The Department may assign a refund request to a City/Town for review, with acceptance of such assignment at

the discretion of City/Town. The Department may only assign refund requests to City/Town if taxes paid to City/Town are included in the refund request.

- (d) City/Town is responsible for payment of all amounts to be refunded to taxpayers for Municipal Tax incorrectly paid to City/Town. The Department may offset a remittance to City/Town under this Agreement to cover the amounts of allowed Municipal Tax refunds paid by the Department.
- (e) The Department shall issue refund approvals/denials on behalf of all taxing jurisdictions in a single notice to the taxpayer. City/Town may request copies of such determinations.

5.5 Protests: Taxpayer protests of audit assessments, desk review assessments, and refund denials shall be directed to the Department. Protests of audit assessments, desk review assessments, and refund denials shall be administered pursuant to A.R.S. Title 42, Chapter 1, Article 6. The Department shall notify City/Town of any protests within thirty (30) calendar days of receipt of the protest.

5.6 Status Reports: The Department shall keep all Arizona municipalities apprised of the status of each protested matter involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting City Services at citiesunit@azdor.gov.

6. Voluntary Disclosure Agreements

The Department may enter into a Voluntary Disclosure Agreement with a taxpayer. A Voluntary Disclosure Agreement may limit the years subject to audit and waive penalties. If the taxpayer discloses to the Department that it owes Municipal Taxes to City/Town, the Department shall notify City/Town of the Department's intent to enter into a Voluntary Disclosure Agreement and the Department shall provide the taxpayer's identity within thirty (30) calendar days of the identity being disclosed to Department. City/Town may subsequently request an audit of a taxpayer subject to a Voluntary Disclosure Agreement pursuant to Section 5.3 of this Agreement.

7. License Compliance

7.1 License Issuance and Renewal: The Department shall issue new municipal privilege tax licenses and shall annually renew such licenses for City/Town Municipal Tax. The Department shall provide City/Town with information about all persons obtaining and renewing municipal privilege tax licenses as set forth in Appendix B of this Agreement.

7.2 License Checks: The Department and City/Town shall coordinate efforts to conduct mutual tax license compliance checks through canvassing and other compliance methods.

- 7.3 Confidentiality:** Any tax license information City/Town obtains from the Department is confidential and may only be disclosed as authorized by A.R.S. § 42-2003. Any tax license information City/Town obtains through its own efforts may be disclosed as allowed by City/Town ordinance or policy.
- 7.4 Changes to License Fees:** Within ten (10) business days following the adoption of an ordinance (or official acknowledgment of an ordinance approved by voters in an election) creating or modifying a municipal privilege tax license fee, one (1) copy of the ordinance and notification of the effective date of such ordinance shall be sent to City Services at citiesunit@azdor.gov. The Department shall not be obligated to begin collection of the new or modified tax license fee any sooner than sixty (60) calendar days after the date the Department received the ordinance from City/Town.

8. Closing Agreements

The Department shall notify City/Town before entering into a Closing Agreement and shall seek a range of settlement authority from City/Town related to the tax levied and imposed by City/Town in accordance with the Standard Audit Life Cycle Process.

9. Responsibility for Representation in Litigation

- 9.1 Administrative Proceedings:** Pursuant to A.R.S. § 42-6002, the Department shall coordinate the litigation and defense of assessments and refund denials in any administrative appeals before the Office of Administrative Hearings or the Director of the Department regardless of the jurisdiction that conducted the audit, desk review, or refund review in accordance with the Standard Audit Life Cycle Process Map. The Department shall diligently defend the interests of City/Town and City/Town shall assist the Department in such representation as requested by either party.
- 9.2 Further Appeals:** The Arizona Attorney General is responsible for defending the assessment or refund denial at the Board of Tax Appeals, the Arizona Tax Court, and all higher courts. City/Town shall assist the Attorney General in such representation and litigation as requested by the Attorney General's Office in accordance with the Standard Audit Life Cycle Process Map.
- 9.3 Mutual Cooperation:** The Department and City/Town agree they shall cooperate in the appeal and litigation processes and shall ensure their auditors, desk reviewers, supervisors, and other necessary employees are available to assist the Department and the Attorney General through informal interviews, providing documents and records, preparing for depositions, attending depositions and trial as witnesses, and assisting in trial/hearing preparation, as needed.
- 9.4 Administrative Decisions:** The Department shall provide a copy of all administrative hearing level decisions regarding State Taxes and Municipal Taxes, including Director's decisions issued by the Department, to City/Town within ten (10) business days after issuance of the decision if City/Town requests to be

included on a distribution list created by the Department for the purposes of disseminating such decisions. City/Town may request to be on the distribution list by contacting City Services at citiesunit@azdor.gov. Administrative decisions contain Tax Information and must be stored and destroyed in accordance with the Confidentiality Standards (Appendix A).

10. Collection of Municipal Taxes

- 10.1 Tax Returns:** Taxpayers who are subject to City/Town Municipal Taxes are required to pay such taxes to the Department utilizing a form prescribed by the Department.
- 10.2 Delinquent Tax Collections:** Pursuant to A.R.S. § 42-6001, the Department shall collect any delinquent Municipal Tax imposed by City/Town recorded on the Department's tax accounting system. In the event this Agreement is terminated, the Department shall continue to collect delinquent Municipal Taxes recorded on the Department's accounting system on behalf of City/Town and distribute any such amounts collected to City/Town.
- 10.3 City/Town Assistance in Delinquent Tax Collections:** To expand the Department's State Tax and Municipal Tax collection efforts by leveraging City/Town resources, City/Town may choose to provide collection efforts by deploying City/Town collectors to work in conjunction with the Department on the following terms:
- (a) **Training:** All City/Town collectors authorized to collect obligations in cooperation with the Department shall be trained in accordance with the policies of the Department. Training shall be provided in the same manner as set forth in Section 5.1 of this Agreement.
 - (b) **Conflict of Interest:** A collector trained and authorized under this provision to perform collections activity shall not conduct any of the following prohibited acts:
 - (1) Represent a taxpayer in any tax matter against the Department or City/Town while employed by City/Town.
 - (2) Attempt to use his/her official position to secure any valuable thing or valuable benefit for himself/herself or his/her family members.
 - (3) Represent a taxpayer before the Department or City/Town concerning any matter in which he/she personally participated for a period of one (1) calendar year after he/she ends employment with City/Town.
 - (4) Use information he/she acquires in the course of the official duties as a collector in a manner inconsistent with his/her official duties without prior written approval from the Department.

- (5) For a period of one (1) calendar year after he/she ends employment with City/Town, work in the same firm as a person who represents a taxpayer against the Department or City/Town unless the firm institutes formal barriers to prevent any sharing of information between the trained collector and the remainder of the firm.
 - (c) **Revocation:** The Department may revoke the authorization of City/Town or of any individual City/Town employee to collect obligations under this Section. A revocation determination may be subject to review by SMART upon request by the individual or City/Town.
- 10.4 State of Arizona Liquor License Affidavit:** City/Town may request that the Department issue a liquor license affidavit. The Department shall respond to the request via secured e-mail to indicate the status of completion of the request with a note stating complete, in-process, or unable to complete.
- 10.5 Uncollectible/Discretionary Write-offs:** The Department shall share the annual list of uncollectible/discretionary write-offs of City/Town's Municipal Taxes prior to the write-off event at the end of the fiscal year. City/Town shall have forty-five (45) calendar days to submit feedback.
- 10.6 Remittance:** All amounts collected by the Department for City/Town's Municipal Taxes under this Agreement shall be remitted to City/Town weekly on the basis of actual collections. To the extent possible, the Department shall initiate the electronic payment by Noon on the Monday after the end of the week in which the collections were received by the Department. If the Monday falls on a holiday, payment will be initiated by Noon on the Tuesday after the end of the week in which the collections were received by the Department. Remittance shall be made in the form of immediately available funds transferred electronically to the bank account designated by City/Town.
- 10.7 Abatement:** Pursuant to A.R.S. § 42-1004, the Department, with the approval of the Attorney General, may abate tax under certain circumstances including Municipal Taxes. During the ordinary course of business, the Department may determine that certain taxpayer accounts shall be closed or cancelled. The Department shall seek input from City/Town or SMART before abating Municipal Taxes or closing accounts with Municipal Taxes due. The Department may request a telephonic meeting of SMART if time or circumstances require immediate action.
- 10.8 Funds Owed to City/Town:** At all times and under all circumstances, payments remitted by a taxpayer to the Department for City/Town Municipal Taxes shall be considered property of City/Town. The Department may not retain or fail to remit such funds to City/Town for any reason not specifically set forth in this Agreement including, but not limited to, during the course of a dispute between City/Town and the Department.

10.9 Adjustments to Reported Taxes: If the Department determines that a payment remitted by a taxpayer incorrectly identifies the city or town to which the payment should be made, the Department may temporarily hold the payment until the distribution of the payment is corrected to ensure the appropriate city or town receives the payment. If a payment by the Department has been made to an incorrect City/Town, the Department and affected Arizona municipalities shall follow the Standard Inter-Jurisdictional Transfer Process Map.

10.10 Collection Reports: The Department shall keep all Arizona municipalities apprised of the status of every open case in a collection status involving the imposition of Municipal Taxes. City/Town may request to be on a distribution list for monthly status reports by contacting Cities Collections at citiescollection@azdor.gov.

11. Taxpayer Rulings and Uniformity

The Department shall be responsible for issuing the official responses to taxpayer ruling requests and requests for interpretation of the Model City Tax Code. City/Town acknowledges that pursuant to A.R.S. § 42-6005(B), when the state statutes and Model City Tax Code are the same and where the Department has issued written guidance, the Department's interpretation is binding on Arizona municipalities and interpretation of Model City Tax Code. The Department acknowledges that in all other situations, interpretation of the Model City Tax Code is the sole purview of Municipal Tax Code Commission or its designee. This Section is not intended to affect procedures for appeals and litigation as outlined in Section 5.5 and Section 9 of this Agreement.

12. Financing Collection of Taxes

The costs incurred by the Department in administering this Agreement shall be financed through the State general fund appropriation to the Department. This provision does not relieve City/Town of any financial obligation imposed by statute.

13. Inter-Jurisdictional Transfers (“IJTs”)

The Department shall administer Inter-Jurisdictional Transfers of Municipal Tax monies in accordance with the Standard Inter-Jurisdictional Transfer Process Map. The affected Arizona municipalities shall agree on any amounts to be transferred before notifying the Department of such amounts to be transferred under this Section.

14. Education and Outreach Efforts

To further its focus on serving taxpayers and its commitment to funding Arizona’s future through enhanced customer service, continuous improvement, and innovation, the Department is expanding its outreach and education program to connect with all citizens of Arizona by strategically working with taxpayer and industry groups, tax practitioners, and Arizona’s municipalities to ensure consistent tax education is widely available.

Any City/Town may further this mission, at its own expense, in providing education and outreach to taxpayers. Education and outreach programs and content shall be consistent with applicable law and the Department's written guidance.

Increased education and outreach efforts undertaken by the Department and Arizona municipalities will ensure collaborative partnerships beneficial to both parties, emphasize an ongoing two-way exchange of information, enhance communication on issues of common interest, and promote cooperation in areas of overlapping special projects. Therefore, upon request, City/Town shall provide information to the Department concerning such education and outreach efforts.

The Department shall implement an Ambassador Program, whereby the Department provides curriculum, structure, and support for education related to tax administration and compliance. City/Town shall be provided a standard work process when participating in Department-led educational events.

15. State & Municipal Audit Resolution Team ("SMART")

15.1 Members: The SMART committee shall consist of four (4) primary (voting) members representing municipal taxing jurisdictions and four (4) primary (voting) members representing the Department. There shall also be two (2) alternate members representing each party, who are non-voting representatives unless required to vote due to the absence, recusal, or disqualification of a primary (voting) member. All primary and alternate members are required to attend all meetings unless excused.

15.2 Selection: The Director of the Department shall appoint Department employees to serve as primary and alternate members representing the Department. Arizona municipalities shall collectively appoint municipal employees to serve as primary and alternate members representing the Arizona municipalities. The members representing either party may be changed at any time following the standard work process agreed upon by both parties.

15.3 Meetings: SMART shall meet monthly unless there is no business to be conducted. Additional meetings can be scheduled as necessary to timely discuss issues presented.

15.4 Issues: The Department or City/Town may refer issues to SMART for resolution including but not limited to:

- (a) Decisions by the Department to not audit a taxpayer;
- (b) Amendments to Department audit procedures or manuals;
- (c) Closing Agreements or a range of settlement authority;
- (d) Abatement or account closure in collections;

- (e) Suspension of disclosure of Tax Information to City/Town;
- (f) Disagreements regarding proposed changes to the process maps defined in Sections 1.19, 1.20, and 1.21 of this Agreement;
- (g) Revocation of collection authority; and
- (h) Other issues as authorized by the Director of the Department or agreed upon by the parties, subject to the limitations described in Section 29 of this Agreement.

15.5 Recommendations: SMART shall make recommendations to the Director of the Department or Director's designee. If the recommendation is approved by at least five (5) members of SMART, the Director shall accept the recommendation of SMART. If SMART cannot reach a recommendation agreeable to at least five (5) members of the group, the Director or Director's designee may act as they deem to be in the best interests of all parties. Notwithstanding the above, upon request by City/Town, the Director shall submit their decision to the Attorney General's Office for review.

15.6 Voting: Any voting member of the committee may request the vote be held by secret ballot.

15.7 Procedures: SMART shall develop procedures concerning the operation of the committee consistent with this Agreement.

16. Funding of Additional Auditors by City/Town

16.1 Funding: At the sole discretion of City/Town, City/Town may contribute funding to the Department to pay for additional auditors to assist the Department in the performance of audits of Municipal Tax owed to City/Town. Such additional auditors funded by City/Town shall at all times be deemed to be employees of the Department and under no circumstances shall be deemed to be employees or agents of City/Town. It is the Parties' intention that any City/Town funding provided pursuant to this Section shall be used to increase the resources and capabilities of the Department to perform Municipal Tax audits and not to subsidize or replace State funding required for audit and collection of taxes.

16.2 Use of Funds: City/Town funding for additional auditors under this Section shall be used to fund the auditors' salaries and related expenses and shall not be used to pay for Department office space, utilities, equipment, supplies, or similar kinds of overhead.

16.3 Pool of Funds: The Department may pool any City/Town funding with any other similar funding provided by other Arizona municipalities to pay for additional auditors dedicated to serving those jurisdictions. The Department shall separately account for such funds in its annual budget.

16.4 Accounting: The Department shall provide an annual accounting to City/Town, by August 31 each year describing how City/Town funding was used during the prior fiscal year.

17. Satellite Offices for Department Auditors

17.1 Funding: City/Town, at its own expense and at its sole discretion, may provide one (1) or more satellite offices and associated amenities for use by Department employees to provide audit and/or customer service to taxpayers. Use of such facilities by Department employees shall be at the sole discretion of the Department. Nothing in this Section shall require the Department to make use of such facilities provided by City/Town.

17.2 Requirements: Any Department employee using a City/Town satellite office must meet reasonable requirements of City/Town related to the use of the facility. City/Town shall be responsible for notifying the Department of any concerns and the Department shall be responsible for taking appropriate actions to resolve those concerns.

17.3 Termination: Once a satellite office is established, City/Town shall provide at least one hundred eighty (180) calendar days' written notice to the Department prior to the termination or relocation of a satellite office. The Department may discontinue the use of a satellite office at any time upon notice to City/Town and shall promptly remove all Department property.

17.4 License: All requirements of City/Town and the Department related to the satellite office shall be outlined in a mutually acceptable form of license and subject to separate approval.

17.5 Workers' Compensation for Satellite Offices and Certain Site Visits: If employees of City/Town or Department are working at the facility of the other public agency pursuant to this Agreement, it is agreed that:

- (a) Each employee will be deemed an employee of both public agencies for the purposes of A.R.S. § 23-1022(D) and Arizona workers' compensation laws.
- (b) Each employee's primary employer (*i.e.*, the State of Arizona for a Department employee, and City/Town for a City/Town employee or Independent Contractor) shall be solely liable for the payment of workers' compensation benefits.
- (c) Each public agency for which employees of City/Town or Department are working at the facility of the other public agency under this Agreement shall post a notice complying with A.R.S. § 23-1022(E).
- (d) In all circumstances other than as provided in the foregoing, nothing in this Agreement shall be construed to result in any person being the officer,

agent, employee, or servant of either party when such person, absent this Agreement and the performance thereof, would not in law have such status.

18. Non-availability of Funds

Every payment obligation of the Department and City/Town pursuant to this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation, except for the rendering of funds to City/Town paid by a taxpayer for Municipal Taxes or municipal privilege tax license fees of City/Town. If funds are not appropriated, allocated, and available, or if the appropriation is changed resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which funds are available. No liability shall accrue to the State or City/Town, as applicable, in the event this provision is exercised and the State or City/Town, as applicable, shall not be obligated or liable for any future payments or for any damages as a result of termination under this Section. The termination of this Agreement shall not entitle the Department to retain any Municipal Tax collected on behalf of City/Town pursuant to this Agreement.

19. Waiver

Nothing in this Agreement should be interpreted as City/Town relinquishing its legal rights under the Arizona Constitution or other applicable law, nor that City/Town is conceding the administration and collection of its Municipal Tax is not of a local interest or should not be under local control.

20. Cancellation

The requirements of A.R.S. § 38-511 apply to this Agreement. The Department or City/Town may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the Department or City/Town is, at any time while this Agreement or any extension is in effect, an employee, agent, or consultant of the other party with respect to the subject matter of this Agreement. The obligation of the Department to remit City/Town taxes shall survive cancellation.

21. Notice

- (a) When any Notice to City/Town is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to:

Gary Neiss - Gary Neiss@Carefree.org and Kandace French Contreras at Kandace@Carefree.org

- (b) When any Notice to the Department is required under the terms of this Agreement, such Notice shall be sent by electronic correspondence to City Services at citiesunit@azdor.gov.

22. Non-discrimination

ADOR and City/Town shall comply with Executive Order 2023-01, which prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status, by persons performing state contracts or subcontracts. ADOR and City/Town also agree to comply with Executive Orders 2003-22 and 2009-09 as amended by Executive Order 2023-01, all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act of 1990. ADOR and the City/Town shall also comply with Executive Order 2023-09 prohibiting race-based hair discrimination.

23. Compliance with Immigration Laws and A.R.S. § 41-4401

23.1 The Department and City/Town shall comply with all Federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214 which reads in part: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.”

23.2 A breach of compliance with immigration laws and regulations shall be deemed a material breach of this Agreement and may be grounds for the immediate termination of this Agreement.

23.3 The Department and City/Town retain the legal right to confirm the authorized presence and work authorization of any employee who works under this Agreement to ensure the Department and City/Town are complying with the applicable Federal immigration laws and regulations, and State statutes as set forth above.

24. Audit of Records

City/Town and the Department shall retain all data, books, and other records (“Records”) relating to this Agreement for at least six (6) years

(a) after termination of this Agreement, and

(b) following each annual renewal thereof.

All Records shall be subject to inspection by the Department at reasonable times. Upon request, the Department and City/Town shall produce any or all such records. This Agreement is subject to A.R.S. § 35-214 and A.R.S. § 35-215.

25. Amendments

Any amendments to the enumerated provisions or Appendices A, B, and C of this Agreement must be executed in writing in accordance with the provisions of this

Agreement. The Standard Process Maps described within certain enumerated provisions are not themselves part of this Agreement.

26. Mutual Cooperation

In the event of a disagreement between the parties regarding the terms, provisions, and requirements of this Agreement, or in the event of the occurrence of any circumstances bearing upon or affecting this Agreement, parties hereby agree to mutually cooperate to resolve the said disagreement or deal with the said circumstance.

27. Arbitration

To the extent required by A.R.S. § 12-1518 and as provided for in A.R.S. § 12-133, the parties agree to resolve any dispute arising out of this Agreement by arbitration. The parties agree that any lawsuit filed by City/Town relating to the issues outlined in Section 19 of this Agreement is not considered to be a dispute arising out of this Agreement.

28. Implementation

The implementation and execution of the provisions of this Agreement shall be the responsibility of the Director of the Department or his/her designee and the Mayor of City/Town, his/her designee, or another party with designated authority pursuant to applicable law or City/Town charter to act on behalf of City/Town.

29. Limitations

Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of the parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of their appropriations.

30. Duration

30.1 The term of this Agreement shall commence from the latest date as indicated in Section 33 of this Agreement and continue in force through December 31st of the following calendar year unless canceled or terminated as provided herein. The term of this Agreement shall automatically be extended for successive one (1) year terms commencing on January 1st and ending on December 31st of each year thereafter unless canceled or terminated as provided herein.

30.2 Amendments to this Agreement that are negotiated and agreed to by a simple majority of the review committee referenced in Section 30.9 of this Agreement shall thereafter be executed by the parties hereto by a separate signed amendment and incorporated herein to be effective during the term of this Agreement and any extensions.

30.3 This Agreement may be canceled or terminated effective on December 31st of any year by either party by providing written notice no later than sixty (60) calendar days prior to the expiration of the term then in effect.

- 30.4** This Agreement shall expire on December 31st of any year the Department is subject to sunset review by the legislature. Upon expiration, cancellation, or termination, any subsequent Agreement must be ratified through signature by both parties.
- 30.5** If State legislation enacted subsequent to the date of this Agreement substantially affects the performance of this Agreement by either party or substantially diminishes the benefits either party would receive under this Agreement, either party may then terminate this Agreement by giving at least thirty (30) calendar days' notice to the other party. The termination shall become effective immediately upon the expiration of the notice period unless otherwise agreed to by the parties.
- 30.6** Notwithstanding any provision to the contrary herein, both parties may by mutual agreement provide for the termination of this Agreement upon such terms and at such time as is mutually agreeable to them.
- 30.7** Any notice of termination shall be mailed and served on the other party in accordance with Section 21 of this Agreement.
- 30.8** In the event of a partial or complete termination of this Agreement, if the parties have shared or exchanged property the parties will return the property to its original owner or dispose of it in a manner required by the original owner as described in this Agreement.
- 30.9** During the term of this Agreement, the terms and conditions of this Agreement shall undergo an annual review to be initiated no later than June 1st of each year. The review shall be performed by a committee made up of equal parts representatives of the Department and representatives of the municipal taxing jurisdictions entering into an IGA with the Department for the administration and collection of Municipal Taxes.

31. Choice of Law

The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this Agreement, and any disputes arising from this Agreement.

32. Entire Agreement

This document, including the specific appendices attached hereto, and any approved subcontracts, amendments, and modifications made thereto, shall constitute the entire Agreement between the parties and shall supersede all other understandings, oral or written.

33. Signature Authority

33.1 By signing below, the signer certifies he or she has the authority to enter into this Agreement on behalf of his or her respective party, and he or she has read the foregoing and agrees to accept the provisions herein on said party's behalf.

33.2 This Agreement may be executed in counterpart.

For the Department:

For City/Town:

			11/7/23		
Signature		Date	Signature		Date
Robert Woods, Director			Kandace French Contreras, Town Clerk/Treasurer		
Typed Name and Title			Typed Name and Title		
Arizona Department of Revenue			Town of Carefree		
Entity Name			Entity Name		
1600 W. Monroe St.			8 Sundial Circle, P.O. Box 740		
Address			Address		
Phoenix	Arizona	85007	Carefree	Arizona	85377
City	State	Zip	City	State	Zip
RESERVED FOR THE ATTORNEY GENERAL:			RESERVED FOR CITY/TOWN ATTORNEY:		
<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Department of Revenue represented by the Attorney General.</p> <p style="text-align: center;">KRIS MAYES The Attorney General</p> <p>BY: _____ Signature Assistant Attorney General</p> <p>Date: _____</p>			<p>This agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952 by the undersigned City/Town Attorney who has determined, on behalf of the City/Town only, that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the City/Town.</p> <p>APPROVED AS TO FORM AND AUTHORITY:</p> <p>BY: _____ Denis Fitzgibbons, Interim Town Attorney</p> <p>Date: _____</p>		

APPENDIX A

ARIZONA DEPARTMENT OF REVENUE CONFIDENTIALITY REQUIREMENTS

1. Confidential Information

- 1.1 “Confidential Information” is defined in A.R.S. § 42-2001. Confidential Information may not be disclosed except as provided by statute. A.R.S. §§ 42-2001 through 42-2004.
- 1.2 “Tax Information” as defined in this Agreement is Confidential Information.
- 1.3 **Disclosure of aggregated financial information.** Under no circumstance shall aggregated financial information related to transaction privilege taxes allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.
 - (a) Except as provided in Section 1.3(b) of this Appendix, City/Town will disclose aggregated financial information in accordance with the Department’s standard:
 - (1) City/Town shall only disclose aggregated financial information from not less than ten (10) taxpayers within the political boundaries of City/Town.
 - (2) No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group. For example, if one of the taxpayers in the data set represents 90% or more of the data point, then that data point must not be disclosed, regardless of the number of taxpayers.
 - (b) City/Town may disclose its aggregated financial information from less than ten (10) taxpayers provided City/Town first determines the aggregated data could not potentially reveal the financial information of an individual taxpayer. Such a determination shall take all the following into consideration:
 - (1) *Ownership.* All taxpayers with common ownership entities shall be considered a single taxpayer for aggregation purposes; and
 - (2) *Proportionality.* No individual taxpayer’s financial information should be discernible due to its relative size compared to other members of the aggregated group; and

- (3) Any other factor that might allow any person who is not authorized to receive Tax Information to identify or discover the financial information of an individual taxpayer.

2. **Protecting Information**

- 2.1 City/Town must identify all places, both physical and logical, where City/Town receives, processes, and stores Tax Information and create a plan to adequately secure those areas.
- 2.2 Tax Information must be protected during transmission, storage, use, and destruction. City/Town must have written policies, standards, and procedures to document how it protects its information systems, including Tax Information so that it conforms to the State of Arizona statutes A.R.S. §§ 42-2001 through 42-2004 and policies, standards, and procedures found on the Arizona Strategic Enterprise Technology (“ASET”) website at aset.az.gov/resources/policies-standards-and-procedures or ASET’s successor agency or website and Arizona Department of Homeland Security’s website at <https://azdohs.gov/information-security-policies-standards-and-procedures>.
- 2.3 Department staff and authorized City/Town staff are prohibited from inspecting Tax Information unless they have a business reason. Browsing through Tax Information concerning friends, neighbors, family members, or people in the news is strictly prohibited.
- 2.4 All removable media, including paper and CDs, containing Tax Information must be secured when not in use and after normal business hours by placing all materials in a locked drawer or cabinet. During use, Tax Information must be protected so that it is not visible to members of the public or anyone without a business need for the information.
- 2.5 All individuals accessing or storing Tax Information from an alternative work site must enter into a signed agreement that specifies how the Tax Information will be protected while at that site. Only trusted employees shall be permitted to access Tax Information from alternative sites. Tax Information may not be accessed while in public places such as restaurants, lounges, or pools.
- 2.6 Tax Information may not be discussed in elevators, restrooms, the cafeteria, or other public areas. Terminals should be placed in such a manner that prohibits public viewing of Tax Information.
- 2.7 When transporting confidential materials, the materials should be covered so that others cannot see the Tax Information. When sending Tax Information by fax, a cover sheet should always be used.
- 2.8 Any person with unsupervised access to Tax Information shall receive training on the confidentiality laws and requirements to protect such information before being given access to such information and annually thereafter. They must sign

certificates after the training acknowledging that they understand their responsibilities. City/Town must keep records to document this training and certification and submit a copy of the certification to the Department.

3. Disclosure of Information

- 3.1 Tax Information may only be disclosed as permitted by A.R.S. § 42-2003.
- 3.2 Tax Information is protected by statute and, therefore, shall not be disclosed in response to a public records request except as authorized by law. A state agency, including political subdivisions (City/Town), may deny inspection of public records if the records are deemed confidential by statute. *Berry v. State*, 145 Ariz. 12, 13 699 P.2d 387, 388 (App. 1985).
- 3.3 A taxpayer may designate a person to whom Tax Information may be disclosed by completing an [Arizona Department of Revenue Form 285](#) or [Form 285B](#), or such other form that contains the authorizing information included in those forms. City/Town may contact the Department's Disclosure Officer at DisclosureOfficer@azdor.gov if there are any questions concerning this requirement.

4. Retention and Disposal of Information

- 4.1 All records received from the Department must be kept for the duration of the records retention period as listed in the official records retention schedules approved by the Secretary of State Library Archives and Public Records Division ("LAPR") published on the LAPR website.
 - (a) The Department's custom records retention schedule is published on the LAPR website at apps.azlibrary.gov/records/schedules.aspx.
 - (b) In the event of a legal hold (such as a litigation hold or investigative hold), Department and/or City/Town may be required to retain records beyond the retention period.
- 4.2 The Department and City/Town shall follow the legal requirements for reporting the disposition and destruction of records to the Arizona State Library Archives, & Public Records Division under A.R.S. § 41-151.19. Certificate of Records Destruction Forms are found at: azlibrary.gov/arm/forms.
- 4.3 All removable media containing Tax Information must be returned to the Department or sanitized before disposal or release from the control of City/Town.
- 4.4 Tax Information must be destroyed by shredding or burning the materials when the retention period has been met and no legal holds are in place. Tax Information may not be disposed of by placing the materials in the garbage or recycle bins. Destruction of Tax Information may be performed by a third-party vendor.

City/Town must take appropriate actions to protect the Tax Information in transit and storage before it is destroyed, such as periodic inspections of the vendor.

- 4.5 Computer system components and devices, such as copiers and scanners, which have been used to store or process Tax Information may not be repurposed for non-tax administration uses unless the memory or hard drive of the device is sanitized to ensure under no circumstances Tax Information can be restored or recovered.

5. **Information Security**

- 5.1 Systems containing Tax Information must be protected in accordance with the State of Arizona Policies, Standards, and Procedures that govern State data found at <https://azdohs.gov/information-security-policies-standards-and-procedures>, particularly Policies and Standards 8000-8410 and the Arizona NIST Security Baseline Controls.
- 5.2 City/Town is responsible for creating architectural diagrams of any systems connecting to the Department's systems and depicting the flow of State Tax Information. Architectural diagrams for systems connecting to the ADOR shall be shared with the ADOR and updated after any architectural changes.
- 5.3 Incident Reporting. City/Town is required to notify the Department in the event of a suspected or actual unauthorized disclosure of Tax Information, data loss, breach, or other security concern regarding Tax Information by reporting the incident to the Department's: 1) City Services Manager by email at citiesunit@azdor.gov, 2) Disclosure Officer by email at DisclosureOfficer@azdor.gov, and 3) Chief Information Security Officer's Information Security Team by email at InfoSec@azdor.gov.
- 5.4 The Department may send employees or auditors to inspect any of City/Town information systems and/or facilities used to process, store, or transmit any Department data at any time to ensure that Department information is adequately protected. City/Town shall provide audit records and evidence of system and application hardening to the department's information security team upon request. Hardening evidence can include, but is not limited to: RiskSense, CIS benchmarks, SCSEMs, STIGs, or other security best practices. If City/Town hires a third-party for any system or information support, all security provisions apply.

6. **Wireless Access (if accessing State Confidential Information from a wireless network)**

City/Town must:

- 6.1 Establish restrictions, configuration/connection requirements, and implementation guidance for wireless access.
- 6.2 Authorize wireless access to the information system prior to allowing such connections.

- 6.3 Employ a wireless intrusion detection system to identify rogue wireless devices and to detect attack attempts and potential compromises/breaches to the information system.

APPENDIX B

REQUIRED REPORTS AND DATA FIELDS

At a minimum, the Department of Revenue shall provide the following reports which display all of fields identified below, per report:

NEW LICENSE REPORT and LICENSE UPDATE REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- Update Date
- ID Type
- ID
- Account ID
- Entity Name
- Ownership Type
- License ID
- OTO/Applied For indicator
- Bankruptcy Indicator
- Filing Frequency
- Issue Date
- Account Start Date
- Business Start Date
- Arizona Start Date
- Doc Loc Nbr
- Accounting Method
- Close Date
- Close Code
- Business Description
- NAICS1
- NAICS2
- NAICS3
- NAICS4
- Mailing Street1
- Mailing Street2
- Mailing Street3
- Mailing City
- Mailing State
- Mailing ZIP
- Mailing Country
- Mailing Phone Number
- Mailing Address Add date
- Mailing Address End Date

ADOR-Municipal IGA for TPT Administration

- Audit Street1
- Audit Street 2
- Audit Street 3
- Audit City
- Audit State
- Audit Zip
- Audit Country
- Audit Phone Number
- Audit Address Add Date
- Audit Address End Date
- Location Code
- Business Codes
- Location Name (DBA)
- Number of Units
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- Location Phone Number
- Location Start Date
- Location End Date
- Primary Location Street 1
- Primary Location Street 2
- Primary Location Street 3
- Primary Location City
- Primary Location State
- Primary Location Zip Code
- Primary Location Country
- Primary Location Phone Number
- Primary Location Start Date
- Primary Location End Date
- Owner Name
- Owner Title
- Owner Name 2
- Owner Title 2
- Owner Name 3
- Owner Title 3

CITY PAYMENT JOURNAL

- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period

ADOR-Municipal IGA for TPT Administration

- Period End Date
- Payment received date
- Return received date
- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype
- Rev Type

CITY PAYMENT JOURNAL SUMMARY

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Business Code
- Number of Accounts
- Collections

NO MONEY REPORT

- Region Code
- GL Accounting Period
- Period End Date
- Payment received date
- Return received date

ADOR-Municipal IGA for TPT Administration

- Payment process date
- Return process date
- Filing Frequency
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Location Street 1
- Location Street 2
- Location Street 3
- Location City
- Location State
- Location Zip
- Location Country
- NAICS
- Business Code
- Doc Loc Nbr
- Pmt Loc Nbr
- Gross Receipts
- Total Deductions
- Tax or Fee Collected
- P & I Collected
- Audit Collections
- Tran Type
- Tran Subtype

DEDUCTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Deduction Code
- Deduction Amount
- Tran Type
- Tran Subtype
- Rev Type

FUND DISTRIBUTION REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Period End Date
- Payment Received Date
- Return Received Date
- Payment Processed Date
- Return Processed Date
- License ID
- Entity Name
- Location Code
- Location Name (DBA)
- Business Code
- Doc Loc Nbr
- Fund Allocation Code
- Amount Distributed

FUND DISTRIBUTION SUMMARY REPORT

- Region Code
- Run Date
- Report Start Date
- Report End Date
- GL Accounting Period
- Fund Allocation Code
- Amount Distributed

APPENDIX C

REQUIRED FORMS

1. **JT-1 Joint Tax Application for a TPT License**

[ADOR Form 10196](#)

2. **TPT-2 Transaction Privilege, Use and Severance Tax Return (filing periods beginning on or AFTER June 1, 2016)**

[ADOR Form 11249](#)

3. **TPT-EZ Transaction Privilege, Use and Severance Tax Return**

[ADOR Form 11263](#)

**TOWN OF CAREFREE
STAFF REPORT**

MEETING DATE: November 07, 2023

SUBJECT: Review, discussion and possible action to authorize approximately \$21,500 of Town Center Capital Funds for Easy Street storefront median landscape.

PREPARED BY: Gary Neiss, Town Administrator

SUMMARY:

At last month's Town Council meeting, Councilman Miller presented a plan to replenish the landscape medians along the Easy Street storefronts. Much of the input Councilman Miller has received during and subsequent to this presentation has been very supportive. As a result, Councilman Miller has worked with Desert Foothills Landscape to refine the proposed plant pallet and associated costs. The attached invoice identifies both the plants and the associated costs.

If Town Center Capital Funds are authorized by the Town Council staff will accept the estimate, pay the deposit and begin the scheduling process with Desert Foothills Landscape. The goal will be to complete the installation as early as possible.

ACTION NEEDED:

Authorization of approximately \$21,500 of Town Center Capital Funds to refresh landscapes within medians adjacent to the core of the Easy Street businesses.

Attachments

quote

36815 N. Cave Creek Rd
Cave Creek, AZ 85331
Phone 480-488-0128 Fax 480-488-6230

Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		OBJECTIVE: - Refresh the landscape in the medians on Easy St.	
		MEDIAN #1 SCOPE OF WORK:	
1	36" Box	Texas Ebony	600.00
3	5 Gallon	Jojoba	90.00
2	5 Gallon	Slipper Euphorbia Lomelii	60.00
3	5 Gallon	Golden Barrel	225.00
1	15 Gallon	Moroccan Mound	150.00
1	Ton	Foothills Gold Rip-Rap	60.00
.5	Ton	Soil, to be used for mounding	40.00
1	Ton	Gravel, client may pick color	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

36815 N. Cave Creek Rd
Cave Creek, AZ 85331
Phone 480-488-0128 Fax 480-488-6230

Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #2 SCOPE OF WORK:	
1	24" Box	Texas Ebony	300.00
4	5 Gallon	Jojoba	120.00
3	5 Gallon	Red Yucca	90.00
1	Ton	Foothills Gold Rip-Rap	60.00
.5	Ton	Soil, to be used for mounding	40.00
.5	Ton	Gravel	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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Cave Creek, AZ 85331
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[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #3 SCOPE OF WORK:	
1	36" Box	Texas Ebony	600.00
7	5 Gallon	Jojoba	210.00
1	15 Gallon	Giant Hesperaloe	80.00
1	5 Gallon	Perry Agave	45.00
4	5 Gallon	Golden Barrel	300.00
2	15 Gallon	Moroccan Mound	300.00
1	Ton	Foothills Gold Rip-Rap	60.00
1	Ton	Soil, to be used for mounding	40.00
1	Ton	Gravel	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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 Cave Creek, AZ 85331
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Town of Carefree - Easy Street Median Landscape Installation 10/17
 [Revision]
 8 Sundial Circle
 Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #4 SCOPE OF WORK:	
1	24" Box	Texas Ebony	300.00
4	5 Gallon	Jojoba	120.00
3	5 Gallon	Aloe Barbebensis	120.00
2	15 Gallon	Giant Hesperaloe	160.00
2	5 Gallon	Perry Agave	90.00
1	5 Gallon	Agave Macroacanth	45.00
1	15 Gallon	Moroccan Mound	150.00
4	5 Gallon	Golden Barrel	300.00
1	Ton	Foothills Gold Rip-Rap	60.00
1	Ton	Soil, to be used for mounding	40.00
1	Ton	Gravel	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #5 SCOPE OF WORK:	
3	5 Gallon	Jojoba	90.00
2	5 Gallon	Red Yucca	60.00
2	5 Gallon	Perry Agave	90.00
3	5 Gallon	Golden Barrel	225.00
1	15 Gallon	Moroccan Mound	150.00
1	Ton	Foothills Gold Rip-Rap	60.00
.5	Ton	Gravel	60.00
1	Ton	Soil, to be used for mounding	40.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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Cave Creek, AZ 85331
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Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
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QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #6 SCOPE OF WORK:	
1	36" Box	Texas Ebony	600.00
5	5 Gallon	Jojoba	150.00
3	5 Gallon	Aloe Barbadensis	135.00
3	15 Gallon	Giant Hesperaloe	240.00
4	5 Gallon	Golden Barrel	300.00
2	15 Gallon	Moroccan Mound	300.00
1	Ton	Foothills Gold Rip-Rap	60.00
1	Ton	Soil, to be used for mounding	40.00
1	Ton	Gravel	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
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QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		MEDIAN #7 SCOPE OF WORK:	
1	24" Box	Texas Ebony	300.00
3	5 Gallon	Jojoba	90.00
1	Ton	Foothills Gold Rip-Rap	60.00
.5	Ton	Soil, to be used for mounding	40.00
.5	Ton	Gravel	60.00
1		Irrigation Material	100.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

Upon signing and acceptance this estimate will become a working contract between the parties

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Cave Creek, AZ 85331
Phone 480-488-0128 Fax 480-488-6230

Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		ALL MEDIAN SCOPE OF WORK:	
1		Labor to Install Plants & Cacti	7,680.00
1		Labor to Install Irrigation Material	1,280.00
1		Labor to Install Soil	500.00
1		Labor to Install Rip-Rap	1,280.00
1		Labor to Install Gravel	1,280.00
1		Delivery Fee	300.00
1		Equipment Cost	1,200.00
1		Supervision Cost	375.00

All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS

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[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		<p>CHANGE ORDERS:</p> <ul style="list-style-type: none"> - Client may request changes to the services quoted, any changes to the services must be in writing and signed by the client. Client agrees that any changes may result in additional charges as well as an extension of the total anticipated project timeline. - Change orders are due 100% in full upon signing, and no work can begin on change orders until payment is received. Change orders shall be considered additional to the original contract and scheduled timeline, and cannot affect payment schedules on the original contracted work including but not limited to the final payment. 	
<p>All Plants Guaranteed for 90 Days - No Ocotillo- Irrigation & Lighting 1 Year-PRICES GOOD FOR 30 DAYS</p> <p>Upon signing and acceptance this estimate will become a working contract between the parties</p>			

36815 N. Cave Creek Rd
Cave Creek, AZ 85331
Phone 480-488-0128 Fax 480-488-6230

Town of Carefree - Easy Street Median Landscape Installation 10/17
[Revision]
8 Sundial Circle
Carefree, AZ 85377

QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
		<p>INSTALLATION WARRANTY:</p> <ul style="list-style-type: none"> - Desert Foothills Landscape is not responsible for any plants, cactus, and trees, etc. that die due to Acts of God; i.e., frost, high winds, high heat, poor soil percolation, or other natural disaster; vandalism or damage by others and/or animal damage, neglect, bacterial necrosis, infestations, and/or disease. - Desert Foothills Landscape carries and installs the highest quality plant and cacti material available, but we still look to assure an installation warranty in dealing with nature. - Warranty coverage only applies where Desert Foothills Landscape provides regular maintenance and care of your installation to ensure quality and knowledgeable follow-up care. <ul style="list-style-type: none"> *Plants have a 3-month warranty. *Cacti and trees have a 6-month warranty. *Plant replacement covers dead material only. *Transplanted plants are not warrantied. *Warranty replacement plants do not carry an additional warranty. 	

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QTY	UNIT	DESCRIPTION	TOTAL AMOUNT
1		PAYMENT SCHEDULE - 50% DOWN DUE UPON ACCEPTANCE - REMAINING 50% BALANCE DUE UPON COMPLETION NOTE: ALL CREDIT CARD PAYMENTS ARE SUBJECT TO A 3.75% SERVICE CHARGE 10% SPECIAL DISCOUNT	-2,290.00
		Total Amount (Pre-TCF)	\$20,610.00
		Tax Collection Fee (TCF)	\$837.47
		Total Amount (Including TCF)	\$21,447.47
		Deposit Required (50%)	\$10,723.74

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