NOTICE OF REGULAR MEETING
OF THE CAREFREE TOWN COUNCIL

WHEN: TUESDAY, JULY 2, 2024

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

LIVESTREAM: CAREFREE YOUTUBE CHANNEL
https://www.youtube.com/@Carefree.AZgov

TIME: 5:00 P.M.

Pursuant to A.RS. 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 Statues §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. §38-43I(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 April 9, 2024 Town Council Special Meeting Minutes

2. Approval of the June 4, 2024, Town Council Regular Meeting Minutes.

3. Acceptance into the public record of the June 2024 paid bills.

4. Approval of the cash receipts and disbursements for May 2024.

5. Town Council previously approved membership of the Town of Carefree with the Rural Arizona Group Health Trust (RAGHT) for the purpose of providing health benefits to Town employees effective July 1, 2018. The proposed Amendment deletes reference to a physical office address on the Trust documents and, instead, states the best way to obtain documents is to contact the Trust Administrator, currently Gallagher Benefit Services.

REGULAR AGENDA:

6. Current Events.

7. Review, discussion and reconsideration for possible action to adopt the Carefree General Plan, a long range vision and policy document for development and sustainability in the Town of Carefree, and submit to the voters of Carefree at the November 5, 2024, General Election. This item was placed on the Town Council agenda per the Town Code for further discussion and consideration. Public comments will be taken.

8. Second Quarter Economic Development Update

9. Review and discussion regarding amendments to the Town's Municipal Separate Storm Sewer System (MS4) standards, Carefree Town Code Chapter 5, Article 6, Section 12. (First Reading).

10. Review, discussion and possible action to award a contract for the Tom Darlington Pedestrian Crosswalk Project.

CALL TO THE PUBLIC

11. 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. 38-431.0l(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.

12. Adjournment.

DATED this 27th day of June 2024.

BY: _____
Kandace French Contreras, Town Clerk/Treasurer

TOWN OF CAREFREE

Items may be taken out of sequence
Council meetings are now broadcast live via the Town of Carefree YouTube channel: @CarefreeAZgov

Connect with us!



Subscribe: https://carefree.org/subscribe
Email: info@carefree.org
Website: www.carefree.org
Social Media: Facebook | Instagram | YouTube | LinkedIn
Download our App: Carefree Connection - Available on Google Play & Apple



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: July 02, 2024

SUBJECT: Approval of the April 9, 2024 Town Council Special Meeting Minutes

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

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Attachments

Draft Minutes are Pending

Draft Minutes are Pending

TOWN OF CAREFREE

MEETING DATE: July 02, 2024

SUBJECT: Approval of the June 4, 2024, Town Council Regular Meeting Minutes.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

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Attachments

2024-6-4 Draft Minutes

MINUTES OF THE REGULAR MEETING OF THE CAREFREE TOWN COUNCIL

WHEN: TUESDAY, JUNE 4, 2024

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

LIVESTREAM: CAREFREE YOUTUBE CHANNEL
https://www.youtube.com/@Carefree.AZgov

TIME: 5:30 P.M.

Present: Mayor John Crane
Vice Mayor Cheryl Kroyer
Councilmember Sheila Amoroso
Councilmember Vince D'Aliesio
Councilmember Stephen Hatcher
Councilmember Michael Johnson
Councilmember Clint Miller

Staff Present: Gary Neiss, Town Administrator; Stacey Bridge-Denzak, Dir. Planning & Zoning; Denis Fitzgibbons, Town Attorney; Kandace French Contreras, Town Clerk/Treasurer

Attendees: Matt Klyszeiko, Michael Baker International

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Battalion Chief BJ Puhlman, Rural Metro Fire Department.

CONSENT AGENDA

1. Approval of the April 2, 2024 Town Council Regular Meeting Minutes
2. Approval of the April 9, 2024, Town Council General Plan Workshop Minutes.
3. Approval of the April 23, 2024 Town Council Budget Workshop Meeting Minutes.
4. Approval of the April 30, 2024 Town Council Budget Workshop Meeting Minutes.
5. Acceptance into the public record of the May 2024 paid bills.
6. Approval of the cash receipts and disbursements for April 2024.

Mayor Crane announced the Consent Agenda. He explained Consent Agenda item #2 was incomplete and deferred to the next available meeting.

MOTION: Council Member D'Aliesio made a motion to approve the Consent Agenda Items 1, 3, 4, 5, and 6 as presented.

SECOND: Council Member Amoroso.

VOTE: Approved 7-0-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye
Clint Miller	Aye

REGULAR AGENDA:

7. Current Events.

   The following events were announced:

   The Carefree Conversations will be held in the Visitor's Center at 9:00 a.m. on June 14th. The mayor will be accompanied by Vice Mayor Kroyer and Council Member Johnson.

   The Visitor's Center is being remodeled.

   The Mayor thanked everyone for attending the Memorial Day event at the Carefree - Cave Creek Cemetery. He appreciated the effort of everyone involved.

   June 19th at 6:0-0 p.m. the Carefree - Cave Creek Chamber of Commerce will hold a candidate forum at the Spirit in the Desert Retreat Center.

   There have been 2 "Firewise" meetings that have been very successful. More are being scheduled. Please attend.

   Madisyn Garrett, Carefree Communications Manager, will be launching a new Town of Carefree website as well as a new app. Keep an eye out for it.

8. Review, discussion and possible action to approve Resolution 2024-05 designating Town Clerk/Treasurer, Kandace French Contreras as the Chief Fiscal Officer (CFO) to submit the Fiscal Year Annual Expenditure Limitation Report for Fiscal Year ending June 30, 2024.

   Town Clerk/Treasurer Kandace French Contreras presented.

   There was no discussion.

   MOTION: Vice Mayor Kroyer made a motion to approve Resolution 2024-05.

SECOND: Council Member Amoroso.

VOTE: Approved 7-0-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Stephen Hatcher	Aye
Mike Johnson	Aye
Clint Miller	Aye

9. **PUBLIC HEARING:** Discussion and possible action to adopt the Carefree General Plan, a long range vision and policy document for development and sustainability in the Town of Carefree, and submit to the voters of Carefree at the November 5, 2024, General Election. Public comments will be taken.

The hearing opened at 6:48 p.m.

Ian Barbour, Carefree - Questioned if the landowner had already made a decision. She believes the SPA was tailored to Mr. Lassen's desires.

Steve Prokopek, Town of Carefree Economic Development Director - Clarified statements made regarding the NW corner and the timeline that transpired.

Maureen Benedetto, Carefree - She asked where the NW corner property owner is at during discussions? The community wants a say in the development of the NW corner.

Mike Davitt, Carefree - He spoke against the SPA designation for the NW corner.

Art Veves, Carefree - Stated he supports removing the SPA designation from the NW corner.

Susan Wintersteen, Carefree - Stated she is building a house in The Crossings. It has taken four years, and she appreciates all the rules for making sure she has a beautiful home. She expressed an opinion that residents of Black Mountain did not want to look down on a resort on the NW corner.

Janet Veves, Carefree - She learned a lot about the Town's operations during the General Plan process. People didn't follow the town's events during COVID. They were worried about deaths. Why the haste? Our economic forecast looks good. Does not support the SPA designation on the NW corner.

Ariane Buser, Carefree - Objects to providing her address. Wants a resident group to be involved in the development of the NW corner. Was there a resident development group for the Hampton Inn? Concern about the change in recent laws passed, residential zoning and what residential developers are going to do to towns such as Carefree. She is concerned about affordable housing and what it will do for towns such as Carefree.

Stephanie Barbour, Carefree - The Council is split between those that respect the resident's

wishes and those that believe it would be fiscally irresponsible to do so. She asserted that the town is in good financial shape. She said they want to be involved in all major amendments. Asserted that a plan was made to create two new resorts. Carefree's spending forecast is aggressive.

Anton Wilke, Carefree - Argues against removing the SPA designation from the NW corner.

John Nimskey, Carefree - Opposes the SPA designation for the NW corner. Stated he is a thirty-year resident of Carefree. Was a developer and has a history of development. Feels there is no reason to include the SPA designation in the NW corner.

Rick Kasmiskie, Carefree - Supports the SPA designation for the NW corner. He asserts the corner should be kept commercial and not residential. The SPA designation has extreme provisions and those against the SPA designation are a loud minority, not a majority. Requested that the Council leave the SPA designation in and let the residents vote on the General Plan.

Jan Neal, Carefree - She expects the Council to listen. She opposes the SPA designation.

Diane Roth, Carefree - Questioned why the fight and why the acrimony. She doesn't like the division of the town. The town is too small for all the divisions. The majority of the residents want to be involved in the big decisions. Understands fiscal responsibility. The NW corner is not the money corner. Does not support the SPA designation.

Les Hardie, Carefree - He is a neighbor directly affected by the development of the NW corner. He lives directly across from the piece of property. He disagrees that people are not engaged and have not been informed. He referenced a letter he wrote three years ago in 2021. He was part of a group that was against the SPA when it was first outlined. But, he was part of a group that was invited, he and his neighbors, who came up with the list of restrictions on the SPA designation. He referenced the Hermosa Inn. He supports the SPA.

John Traynor, Carefree - Disagrees with giving out his address. He is not against development when it is full disclosure and respect to zoning. Asserts the town finances are sound until, at least, 2032. Doesn't understand why several councils refuse to accept the will of the residents. He opposes the SPA designation on the NW corner.

Nakisa Azizi, Carefree - Without exception, the majority is against the SPA. She refutes the notion that it is a minority position. She stated that the majority of people she spoke with is concerned for Open Space. There is no guarantee that putting anything on the NW corner will be successful economically.

Barbara Hess, Carefree - She asked the Mayor to clarify what he referenced would be the language on page 27. Is a resident committee being included?

The hearing closed at 7:42 p.m.

The Mayor asked for comments and thoughts from the council members.

There were additional comments and questions answered by Planning and Zoning Administrator, Stacey Bridge - Denzak and Matt Klyszeiko regarding removal of the SPA and the suggested language.

The Mayor then provided his thoughts and comments and asked for a motion to remove the SPA and insert the language he proposed with the one modification suggested.

No motion was given.

The Mayor then asked for a motion to approve the General Plan as it is with the SPA.

MOTION: Council Member D'Aliesio made a motion to approve the General Plan as presented with the SPA designation.

There was additional discussion by the Council and Matt Klyszeiko.

An amended motion was suggested. Council Member D'Aliesio did not accept the amendment and his motion stood as presented.

SECOND: Council Member Amoroso.

Mayor Crane asked for a Roll Call Vote of the Council. A Super Majority is required to pass.

VOTE: Did not pass 4-3-0.

Voting Member	Aye/Nay
Mayor John Crane	Nay
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye
Stephen Hatcher	Nay
Mike Johnson	Aye
Clint Miller	Nay

No other motions were brought forth.

CALL TO THE PUBLIC

10. Call to the Public:

    There were no requests to speak.

11. Adjournment.

    MOTION: Vice Mayor Kroyer made a motion to adjourn.

    SECOND: Council Member Amoroso.

    VOTE: Approved 7-0-0.

Voting Member	Aye/Nay
Mayor John Crane	Aye
Vice Mayor Cheryl Kroyer	Aye
Sheila Amoroso	Aye
Vince D'Aliesio	Aye

Stephen Hatcher	Aye
Mike Johnson	Aye
Clint Miller	Aye

ADJOURNED at 8:16 p.m.

DATED this 5th day of June 2024

TOWN OF CAREFREE

BY: _____
Kandace French Contreras, Town Clerk/Treasurer

TOWN OF CAREFREE

_____
John Crane, Mayor

Attest:

_____
Kandace French Contreras, Town Clerk/Treasurer

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the Regular Meeting of the Town of Carefree held June 4, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

_____
Kandace French Contreras, Town Clerk/Treasurer

TOWN OF CAREFREE

MEETING DATE: July 02, 2024

SUBJECT: Acceptance into the public record of the June 2024 paid bills.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

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Attachments

June Bills Paid

Check Register Report

ALL CHECKS JUNE 2024

Date: 06/27/2024
Time: 3:27 pm
Page: 1

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
50306	06/07/2024	Printed		3595	AMAZON CAPITAL SERVICES	May 24 Office Supplies Town	3,007.23
50307	06/07/2024	Printed		3762	APTEGY INC.	Web Hosting 1 Yr 7-24 to 6/25	7,370.00
50308	06/07/2024	Printed		0112	ARIZ SUPREME COURT	ACAP Chargeback Computers	3,606.70
50309	06/07/2024	Printed		0389	CAREFREE WATER COMPANY, INC	June 24 Water All Depts	3,228.79
50310	06/07/2024	Printed		3299	CIRCLE K UNIVERSAL	May 24 Gas All Depts	1,932.35
50311	06/07/2024	Printed		3347	CITY OF PHOENIX	BI System Annual	275.00
50312	06/07/2024	Printed		1329	COLONIAL SUPPLEMENTAL INS	May 24 Supplemental Ins	57.82
50313	06/07/2024	Printed		1460	COX COMMUNICATIONS	June 24 Town Internet & Phone	1,011.39
50314	06/07/2024	Printed		1058	DAILY JOURNAL CORPORATION	Legal Ad FY25 Budget Hearing	2.01
50315	06/07/2024	Printed		3174	DESERT DIGITAL IMAGING, INC.	Court Ticket Option Inserts	774.60
50316	06/07/2024	Printed		2059	DESERT FOOTHILLS LANDSCAPE	June 24 Medians Maint	6,955.00
50317	06/07/2024	Printed		2059	DESERT FOOTHILLS LANDSCAPE	June 24 Medians Maint	4,500.00
50318	06/07/2024	Printed		3779	DUFFY GROUP, INC	Engineer Research to May 24th	487.50
50319	06/07/2024	Printed		3631	HOLLAND CENTER	Laedership Academy Lunch Sh	250.00
50320	06/07/2024	Printed		3769	INTERIM PUBLIC MANAGEMENT	May 24 Engineer Service	6,535.82
50321	06/07/2024	Printed		1320	KARSTEN'S ACE HARDWARE	May 24 Pub Works Supplies	82.37
50322	06/07/2024	Printed		3397	LANGUAGE LINE SERVICES, INC.	May 25 Court Interpreting	18.78
50323	06/07/2024	Printed		0010	MARICOPA COUNTY	May 24 MCSO Jail Housing	608.12
50324	06/07/2024	Printed		0091	MARICOPA COUNTY TREASURER	April 24 Court Remittance	2,178.04
50325	06/07/2024	Printed		3221	NATIONAL BANK OF ARIZONA	ACMA Subscr&Event,Code Enf	1,494.35
50326	06/07/2024	Printed		3221	NATIONAL BANK OF ARIZONA	Admin Laptop,Softw Mkt,PU Rpr	7,011.01
50327	06/07/2024	Printed		2081	O'REILLY AUTO PARTS, INC	May 24 Pub Works Veh Maint	72.40
50328	06/07/2024	Printed		3744	RAP PROPERTIES, LLC	Shop Storage Yd Rent 3rd Qtr24	1,552.50
50329	06/07/2024	Printed		3425	RURAL ARIZ GROUP HEALTH	June 24 MedicalDentalVision	17,814.77
50330	06/07/2024	Printed		3783	SIMPATICO 15 TOM DARLINGTON	Refund P&Z Appl Lost Check	6,294.00
50331	06/07/2024	Printed		1794	STAPLES ADVANTAGE	Town Office Sup Cred memo	368.62
50332	06/07/2024	Printed		0021	STATE TREASURER	Apr 24 Court Remittance	11,997.38
50333	06/07/2024	Printed		3461	TITAN COMMERCIAL CLEANING	May 24 Town, Gardens Cleaning	7,305.00
50334	06/07/2024	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Jun24 Town Copier Maint &Lease	369.00
50335	06/14/2024	Printed		0300	ARIZ PUBLIC SERVICE	June 24 Electric All Depts	3,324.44
50336	06/14/2024	Printed		1900	ARIZONA REPUBLIC - LEGAL	Notice Pub Hearing 5-17-24	1,118.00
50337	06/14/2024	Printed		3180	BAKER, MICHAEL INTL, INC	Genral Plan Update to 3/31/24	9,015.00
50338	06/14/2024	Printed		1470	BROWN & ASSOCIATES	May 24 Building Insp 196 Hours	24,500.00
50339	06/14/2024	Printed		3463	BUSTAMANTE & KUFFNER PC	Apr 2024 Town Prosecutor Serv	7,940.00
50340	06/14/2024	Printed		1472	CENTERLINE SUPPLY, INC.	50 60lb Bags of Asphalt Patch	1,411.80
50341	06/14/2024	Printed		3758	CIVIL & ENVIRONMENTAL CONSULT	MAy 24 Stormwater Sampling	625.78
50342	06/14/2024	Printed		3745	FITZGIBBONS LAW OFFICES, PLC	MAy 24 General Legal	6,852.50
50343	06/14/2024	Printed		3784	HARKINS, JANELLE MONIQUE	Refund of Court Fees	143.40
50344	06/14/2024	Printed		3578	LIBERTY UTILITIES	May 24 Sewer Desert Gardens	873.61
50345	06/14/2024	Printed		3154	LIGHTHOUSE OF AZ	16 Safety LED Light Kick Broom	3,729.67
50346	06/14/2024	Printed		1876	LOWE'S	May 24 Pub Wrks Supplies	234.03
50347	06/14/2024	Printed		949	TARA. PARASCANDOLA	June 24 Magistrate Service	3,978.38
50348	06/14/2024	Printed		3403	PROSKILL PLUMBING, HEATING	Repl Toilet 8 Sundial Men's	590.00
50350	06/14/2024	Printed		3010	REPUBLIC SERVICES #753	June 24 33 Easy St Trash PU	910.82
50351	06/14/2024	Printed		3010	REPUBLIC SERVICES #753	May 24 Shop 40 Yd Roll Off	1,471.34
50352	06/14/2024	Printed		3785	RUIZ,, LEONARD	Court Restitution R2008-0226	1,100.00
50353	06/14/2024	Printed		0668	RURAL METRO FIRE DEPT.	May 24 Fire Truck Diesel	1,156.79
50354	06/14/2024	Printed		0668	RURAL METRO FIRE DEPT.	June 24 Fire Contract	152,416.66
50355	06/14/2024	Printed		1691	SPARKLETTS	May 24 Bottled Water All	233.84
50356	06/14/2024	Printed		1794	STAPLES ADVANTAGE	Office Supplies Town	65.50
50357	06/14/2024	Printed		3352	UNUM LIFE INSURANCE COMPANY	July 2024 Short Term Dis Ins	417.75
50358	06/14/2024	Printed		3069	UPS STORE	Art Night Broch, Meml Day Prog	439.93
50359	06/14/2024	Printed		3132	URBAN LAND INSTITUTE	Natl Membership Dues FY25	680.00

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
50360	06/14/2024	Printed		352	WESTERN STATES PETROLEUM INC.	May 24 Pub Wrks Diesel	171.33
50361	06/21/2024	Printed		3625	AETNA LIFE INSURANCE CO	June 24 Supplemental Ins	179.28
50362	06/21/2024	Printed		3495	ASSURITY LIFE INSURANCE CO	May24 Supplemental Ins Lost Ck	320.31
50363	06/21/2024	Printed		3495	ASSURITY LIFE INSURANCE CO	May24 Supplemental Ins Lost Ck	403.12
50364	06/21/2024	Printed		0414	AZ MUN. RISK RETENTION POOL	4th Qtr FY2024 Work Comp Ins	4,771.59
50365	06/21/2024	Printed		3463	BUSTAMANTE & KUFFNER PC	May 24 Town Prosecutor service	6,750.00
50366	06/21/2024	Printed		3699	CANON FINANCIAL SERVICES, INC	June 24 Lg Format Copier Tax	17.60
50367	06/21/2024	Printed		3293	CITI CARDS	May 24 Office Sup, Gardn Radio	186.22
50368	06/21/2024	Printed		1460	COX COMMUNICATIONS	June 24 Shop Internet & Phone	357.44
50369	06/21/2024	Printed		3786	CUSTOM GABION DESIGN	5 6 x 3' Gabions for Stormwat	1,612.71
50370	06/21/2024	Printed		3769	INTERIM PUBLIC MANAGEMENT	Engineering Service to 6/13/24	7,130.00
50371	06/21/2024	Printed		0091	MARICOPA COUNTY TREASURER	May 24 Court Remittance	1,447.79
50372	06/21/2024	Printed		3787	PAGEFREEZER SOFTWARE INC.	Social Media Archiving FY2025	2,975.00
50373	06/21/2024	Printed		3053	QUADIENT, INC	Town Postage Meter Lease	97.71
50374	06/21/2024	Printed		0278	SONORAN NEWS	Display Ads July 24	1,049.06
50375	06/21/2024	Printed		1920	SOUTHWEST GAS	June 24 Natl Gas All Dept	406.46
50376	06/21/2024	Printed		0021	STATE TREASURER	May24 Court Remittance	8,977.84
50377	06/21/2024	Printed		3598	STORQUEST - CAREFREE-CC	Jun 24 Town Records Storg 1221	523.91
50378	06/21/2024	Printed		3352	UNUM LIFE INSURANCE COMPANY	July 24 Short Dis Ins increase	12.83
50379	06/27/2024	Printed		1313	CAVE CREEK WELDING	Pub Wrks - Iron Strapping	124.17
50380	06/27/2024	Printed		1476	DOCUNITED IMAGING, LLC	Laserfiche Software Annual Lic	3,366.60
50381	06/27/2024	Printed		3612	DOMENICO, DEBBIE	Office Sup Reimb Petty Cash	145.00
50382	06/27/2024	Printed		3421	ECO-LOGIC MGMT INC	Termite Removal Treatment	150.00
50383	06/27/2024	Printed		1575	GRAINGER	Pub Wrks Trailer Ball Valves	137.91
50384	06/27/2024	Printed		3015	NOTHING BUT NET	July 24 Comp Maint Agreements	2,212.34
50385	06/27/2024	Printed		949	TARA. PARASCANDOLA	Reimb Judge Conf Room Tuscon	412.02
50386	06/27/2024	Printed		3403	PROSKILL PLUMBING, HEATING	Fire Statn Evap Cooler Clean	618.00
50387	06/27/2024	Printed		3754	TITAN ALARM & FIRE INC.	July 24 Alarm Serv Town Hall	1,166.40
50388	06/27/2024	Printed		3754	TITAN ALARM & FIRE INC.	July 24 Alarm Serv Town Hall	224.97
50389	06/27/2024	Printed		3461	TITAN COMMERCIAL CLEANING	June 24 Town, Gardens Cleaning	7,305.00
50390	06/27/2024	Printed		3115	VERIZON WIRELESS	June 24 Mobile Phone All Depts	437.91

Total Checks: 84 **Checks Total (excluding void checks): 374,080.31**

Total Payments: 84 **Bank Total (excluding void checks): 374,080.31**

Total Payments: 84 **Grand Total (excluding void checks): 374,080.31**

TOWN OF CAREFREE

MEETING DATE: July 02, 2024

SUBJECT: Approval of the cash receipts and disbursements for May 2024.

PREPARED BY: Kandace French Contreras, Town Clerk / Treasurer

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Attachments

June 2024 Cash Receipts Disbursements

Combined Trial Balance - All Funds
May 31, 2024

Assets

Checking - National Bank of AZ		2,885,680
Local Gov't Investment Pool - AZ		12,686,472
Petty Cash		700
Advances to the Water Company		1,820,799
Total Assets	$	17,393,651

Liabilities

Accounts Payable	67,936
Bonds	40,518
Sales Tax Remittance	-61
Long Term Deferred Revenue	1,820,799
Total Liabilities	$1,929,192

Fund Balance

Fund Balance-Beginning of Year		18,606,592
Year-to-date change in Fund Balance		(3,142,133)
Total Fund Balance		15,464,459
Total Liabilities and Fund Balance	$	17,393,651

Contingency Reserve Fund	$2,500,000
Capital Fund	$12,719,885
General Fund Total	**15,219,885**

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of May 31, 2024

Revenues	FY2022 YTD May	FY2023 YTD May	FY2024 Y-T-D	2023 vs 2024 % (+/-)	Budget	May24	% of Budget
Local Sales Taxes (1 month lag	$ 3,196,023	$ 3,286,686	$ 3,331,566	1.4%	$ 2,933,500	$ 308,094	113.57%
State Sales Taxes (1 month lag	451,569	468,828	491,954	4.9%	554,736	59,417	88.68%
Building Fees	485,692	401,864	496,844	23.6%	400,000	34,984	124.21%
State Income Tax	450,384	640,796	895,605	39.8%	988,192	81,419	90.63%
Fines	163,448	114,793	145,480	26.7%	156,000	3,497	93.26%
Court Service Fees	163,263	169,798	192,639	13.5%	192,640	32,107	100.00%
Town Clerk-Misc. Sales	40	177	0	0.0%	100	0	0.00%
Town Clerk-Permits & Sol Fees	1,650	200	250	25.0%	728	0	34.34%
Water Company Reimbursements	599,900	634,429	274,617	-56.7%	297,764	23,147	92.23%
Misc Income & Donations	37,118	25,502	625	-97.5%	15,000	0	4.17%
Interest Income	(56,201)	426,954	711,349	66.6%	274,760	57,559	258.90%
Utility Franchise Fees (1 month lag	280,141	307,795	320,409	4.1%	370,000	36,829	86.60%
County Lieu Tax (1 month lag	157,021	155,809	165,565	6.3%	188,783	18,893	87.70%
General Fund & All Funds Reserve Contributic	0	0	0	0.0%	2,897,000	0	0.00%
Special Events, Business & Vendor Licenses	57,573	52,233	61,642	18.0%	50,000	3,118	123.28%
County & State Grants	0	186,230	195,634	5.0%	1,652,000	0	11.84%
Court Enhancement, GAP, MJCEF	17,239	12,120	9,825	-18.9%	14,000	1,740	70.18%
HURF (1 month lag)	240,033	224,869	233,022	3.6%	1,603,852	25,243	14.53%
Cemetery	1,950	1,165	1,850	58.8%	600	200	308.33%
CPR Ed Fund	0	0	0	0.0%	0	0	0.00%
CARES Fund Grants	655,770	655,770	0	0.0%	0	0	0.00%
Utility Capital Improvement Fund	32,953	43,674	45,245	3.6%	128,710	0	35.15%
Fire Reimb Income & Ins Reimb	113,138	64,207	65,498	2.0%	620,000	3,865	10.56%
Fire Fund-L Sales Tax (1 month lag	1,598,012	1,643,344	1,665,783	1.4%	1,466,500	154,047	113.59%
Total Revenues	$ 8,646,716	$ 9,517,241	$ 9,305,402	-2.2%	$ 14,804,865	$ 844,159	62.85%

Expenses							
Mayor & Council	$ 6,451	$ 20,979	$ 32,315	54.0%	$ 36,270	478	89.10%
Town Clerk	304,425	353,816	331,132	-6.4%	366,098	26,659	90.45%
Court	231,373	216,444	226,319	4.6%	278,944	12,636	81.13%
Administration	478,610	549,460	559,824	1.9%	630,816	50,308	88.75%
Claims & Losses	0	0	0	0.0%	10,000	0	0.00%
Legal	148,400	61,848	43,586	-29.5%	160,000	6,853	27.24%
Risk Management	82,661	92,613	125,039	35.0%	120,000	0	104.20%
Planning & Development	213,535	236,269	296,574	25.5%	359,782	28,428	82.43%
Building Safety	269,388	233,460	195,671	-16.2%	346,066	24,658	56.54%
Law Enforcement	483,746	498,032	606,002	21.7%	649,799	63,911	93.26%
Code Enforcement	88,266	56,386	56,746	0.6%	66,984	5,310	84.72%
Engineering	132,388	184,895	163,720	-11.5%	310,804	17,200	52.68%
Public Works - Streets & Gardens	691,798	742,160	756,668	2.0%	1,001,282	49,312	75.57%
Debt Service WIFA	244,227	244,070	243,908	-0.1%	243,908	0	100.00%
33 Easy St	24,301	37,752	39,011	3.3%	35,552	3,403	109.73%
Capital Improvement Program (See E	0	0	0	0.0%	0	0	0.00%
Public Safety Fire General Fund	279,733	0	0	0.0%	0	0	0.00%
Economic Development	173,862	198,512	224,839	13.3%	265,001	16,968	84.84%
Contingencies	0	13,940	0	0.0%	200,000	0	0.00%
Court Enhancement, GAP, MJCEF	(252)	10,000	10,000	0.0%	13,460	10,000	74.29%
HURF (See Bel	0	0	0	0.0%	0	0	0.00%
Cemetery	0	0	4,500	0.0%	600	4,500	750.00%
CPR - Education Fund	0	0	0	0.0%	150	0	0.00%
AZ CARES Fund Expense to Water Infra (See	0	655,812	0	0.0%	643	0	0.00%
Utility Capital Improvement Fund (See E	0	0	0	0.0%	0	0	0.00%
Transfers Out	655,812	0	0	0.0%	0	0	0.00%
Fire Fund	1,184,779	1,874,691	1,869,929	-0.3%	2,156,500	156,815	86.71%
Total Expenses without Capital Expense	$ 5,693,503	$ 6,281,140	$ 5,785,785	-7.9%	$ 7,252,659	$ 477,437	79.77%
Net without Capital Expense	$ 2,953,213	$ 3,236,101	$ 3,519,617	8.8%	$ 7,552,206	$ 366,722	
All Capital Projects	$ 1,105,666	$ 2,050,444	$ 6,661,750	224.9%	$ 7,549,200	$ 107,913	88.24%
Total Expenses with Capital Expense	$ 6,799,169	$ 8,331,584	$ 12,447,535	49.4%	$ 14,801,859	$ 585,350	84.09%
Net with Capital Expense	$ 1,847,547	$ 1,185,657	$ (3,142,133)		$ 3,006	$ 258,809	

TOWN OF CAREFREE

MEETING DATE: July 02, 2024

SUBJECT: **Town Council previously approved membership of the Town of Carefree with the Rural Arizona Group Health Trust (RAGHT) for the purpose of providing health benefits to Town employees effective July 1, 2018. The proposed Amendment deletes reference to a physical office address on the Trust documents and, instead, states the best way to obtain documents is to contact the Trust Administrator, currently Gallagher Benefit Services.**

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

Attachments

Res 2024 -08 RAGHT Address

RESOLUTION 2024-08

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, APPROVING THE AMENDMENTS TO THE RURAL ARIZONA GROUP HEALTH TRUST AGREEMENT AND DECLARATION OF TRUST DATED JULY 01, 2012

WHEREAS, Section 11-952.01(C) of the Arizona Revised Statutes authorizes two or more public agencies to enter into agreements for the provision of employee health benefit programs; and

WHEREAS, On July 1, 2002, certain Arizona public entities entered into an Agreement and Declaration of Trust (the "Trust Agreement") establishing the Rural Arizona Group Health Trust (the "RAGHT") for the purpose of providing health benefits to employees of the Participating Entities; and

WHEREAS, Town of Carefree has been a Participating Entity in RAGHT since July 01, 2018; and

WHEREAS, the RAGHT Board of Trustees at its meeting on February 23, 2024 approved an amendment to the Trust Agreement as set forth in the attached Exhibit "A" with an effective date of July 01, 2024

WHEREAS, The Trust Agreement amendment provision also require 2/3rds of the RAGHT Participating Entities' governing boards approval of the amendment for it to be effective;

WHEREAS, the RAGHT Trustees have signed their approval of the amendment and directed presentation of the amendment to the governing boards of the Participating Entities of RAGHT for consideration and approval; and

WHEREAS, the Town Council of Town of Carefree has determined that it is in its and its employees best interests to approve the amendment.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS

The Town Council of Town of Carefree hereby approves and adopts the proposed amendment to the RAGHT Agreement and Declaration of Trust with an effective date of July 01, 2024 which is set forth in the attached Exhibit "A".

APPROVED AND ADOPTED this 2nd day of July, 2024.

_____
John Crane, Mayor

ATTEST:

_____
Kandace French Contreras,
Town Clerk/Treasurer

APPROVED AS TO FORM:

_____
Denis Fitzgibbons, Town Attorney

EXHIBIT “A”

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Carefree

By: Gary Neiss

Title: Town Administrator

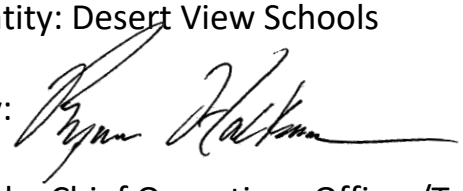
Date: May 22, 2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Desert View Schools

By: 

Title: Chief Operations Officer/Trustee/Chairman

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Eagar

By: Jessica Vaughan

Title: Town Clerk

Date: 5/15/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Holbrook

By: Pat Nichols Pat Nichols

Title: Dir. of Administration

Date: 5-14-2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Kingman Academy

By: Eric Lillis

Title: Executive Director

Date: 5-14-24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Miami

By: 

Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Page, Arizona

By: Linda L. Watson Linda L. Watson

Title: Finance Director

Date: 5-14-2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Parker

By: Megan Poe

Title: Megan Poe - Finance Manager

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Pine-Strawberry Water I.D.

By: Kristie Allen

Title: Trustee

Date: 5/20/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Safford

By: Danielle Nelson

Title: HR Officer

Date: 5/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of St Johns

By: Pete Ramsey

Title: City Manager

Date: 5/22/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Snowflake

By: Katie Melser

Title: Town Clerk

Date: 05/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Springerville

By: Kelsi Miller

Title: Town Clerk

Date: 5/14/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Taylor

By: 

Title: Town Manager

Date: 5/22/24

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: Town of Wellton

By: Sandra Jones



Title: Deputy Town Clerk

Date: 5/22/2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Williams

By:

Title: City Clerk

Date: May 20, 2024

APPROVALS

I voted in favor of the following amendment to the Rural Arizona Group Health Trust Declaration of Trust Agreement at the February 23, 2024 Trust Meeting:

Removal of location of Principal Office

Entity: City of Winslow

By: 

Title: City Manager

Date: 05/14/2024

PROPOSED AMENDMENT TO THE DECLARATION OF TRUST
Rural Arizona Group Health Trust

This document sets forth a proposal to amend the Rural Arizona Group Health Trust ("RAGHT") Amended and Restated Declaration of Trust ("Trust Agreement") as to the Principal Office location.

The following sets forth the specific proposed amendments to the Trust Agreement, new language added in capital letters and in bold, deleted language lined through, and a statement explaining the purpose and effect of these amendments.

I. PROPOSED TRUST AGREEMENT AMENDMENT:

Current Language:

Article II. Purpose of Trust and Application of the Fund.

…

~~2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc., located in the City of Kingman, County of Mohave, State of Arizona (herein after designated and referred to as the Principal Office).~~ **[Deleted]**

Article IV. Powers and Duties OF Trustees.

4.17 Fiscal Year End Audit.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002, and end on the 30th day of June 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons ~~at the principal office of the Trust~~ **BY CONTACTING THE CURRENT TRUST ADMINISTRATOR**. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise

required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

II. STATEMENT EXPLAINING THE PURPOSE AND EFFECT OF THE AMENDMENT

A. Purpose of the Amendment. The purpose of the proposed Amendments is to address the fact that the Trust does not have a Principal Office and that the best way to obtain documents is to contact the Trust Administrator, currently Gallagher Benefit Services.

B. Effect of the Amendment. The effect of the Amendment will be to delete the reference to a Principal Office, which does not exist, but to still inform where the documents for the Trust may be obtained.

Rural Arizona Group Health Trust
(RAGHT)

AMENDED AND RESTATED DECLARATION OF TRUST

Effective:
July 01, 2002
Amended:
July 01, 2005
July 01, 2007
July 01, 2012

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This Amended and Restated Agreement and Declaration of Trust (hereinafter referred to as "Trust Agreement" or "Agreement"), by and between The Participating Entities for the administration of the Trust in accordance with the terms and provisions of this Trust Agreement is made and entered into effective July 1, 2012.

RECITALS

WHEREAS, A.R.S. § 11-952.01 provides a vehicle through which public agencies in the State of Arizona may come together to cooperatively provide for the provision of certain employee benefits; and

WHEREAS, The Participating Entities desire to enter into an agreement to provide and maintain a program of health and welfare benefits for the Employees of the Participating Entities and to certain other persons deemed eligible for coverage hereunder; and

WHEREAS, To effect the aforesaid purpose, it is mutually beneficial to the parties hereto to declare and create a Trust which establishes a Trust Fund for and in the manner more particularly set forth herein; and

WHEREAS, The Participating Entities which accept this Agreement and Declaration of Trust and agree to be bound by the provisions hereof shall, upon acceptance by the Trustees, be deemed parties to this Agreement and Declaration of Trust.

NOW, THEREFORE, IT IS UNDERSTOOD AND AGREED AS FOLLOWS:

ARTICLE I. DEFINITIONS

1.01 "Beneficiary" shall mean Employees, their dependents and such other persons designated by the Participating Entities as eligible for coverage provided herein under and approved by the Trustees.

1.02 "Benefits Administrator" shall mean the person(s) or firm employed by the Trustees who is responsible for processing of claims and payment of benefits, and related services.

1.03 "Employee" shall mean any person employed by a Participating Entity on a regular basis working not less than the number of hours per week required by the Participating Entity for eligibility, and who are not eligible for benefits under any other Health and Welfare program to which the Participating Entity makes contributions.

1.04 "Employee Benefit Program" shall mean the program of benefits to be established by the Trustees pursuant to the authority granted to them in this Trust Agreement and as set forth in the applicable Summary Plan Description.

1.05 "Employee Contributions" shall mean any contributions made by Beneficiaries whether comprising part of the Entity Premium or whether made directly to the Fund in order to obtain

coverage by the Employee Benefit Program.

1.06 "Employer Contributions" shall mean the contributions made by Participating Entities comprising all or part of the Entity Premium.

1.07 "Entity Premium" shall mean the total charges paid by each Participating Entity to the Fund for the Employee Benefit Program, and shall be comprised of the sum of Employer Contributions and Employee Contributions.

1.08 "Fund" shall mean the Trust Fund created by this instrument, and shall mean generally, the monies, property, contracts or things of value, tangible or intangible, received and held by the Trustees for the uses and purposes of the Trust set forth therein, and those things of value which comprise the corpus and additions to the Fund.

1.09 The Name of this Trust is and shall be the Rural Arizona Group Health Trust.

1.10 "Participating Entities" shall mean those entities listed in Exhibit A which is attached hereto and incorporated by reference herein, and such additional Participating Entities as may be approved for membership by the Board of Trustees pursuant to Article XIII of this Agreement and Declaration of Trust.

1.11 "Summary Plan Description" (SPD) shall mean the document which generally describes health and welfare benefits to be provided by the Trust to the Beneficiaries.

1.12 "Trust Agreement" shall mean this Agreement and Declaration of Trust and any modifications or amendments thereto.

1.13 "Trustees" shall mean the Trustees and their successors as provided for in this Trust Agreement.

ARTICLE II. PURPOSE OF TRUST AND APPLICATION OF THE FUND

2.01 Creation of Trust Fund. There is hereby declared and created the Rural Arizona Group Health Trust to provide benefits for the Beneficiaries of the Trust. Such benefits may include, but are not limited to those described under Article 4.05 of this Agreement and Declaration of Trust whether through one or a combination of self-funded or insured programs.

2.02 Principal Office. The Principal Office of the Trust shall be the office of Erin P. Collins & Associates, Inc. located in the City of Kingman, County of Mohave**,** State of Arizona (hereinafter designated and referred to as the Principal Office).

ARTICLE III. BOARD OF TRUSTEES

3.01 Trustees. The Employee Benefit Program shall be operated and administered by the Board of Trustees for the benefit of the Beneficiaries. The Trustees shall be selected by the Participating Entities as provided herein and may resign or be removed at any time by their respective Participating Entities. Trustees must be employees of the Participating Entity.

3.02 Membership and Appointment. . The Board of Trustees shall be comprised of one Trustee appointed by each Participating Entity. Each Participating Entity shall make or rescind appointments as necessary to comply with the requirements of this Section. The appointing Participating Entity may remove a Trustee at any time without cause. In the event of the death, removal or resignation of a Trustee, the appointing Participating Entity shall designate a successor Trustee. Upon acceptance of his/her appointment in writing, the successor shall succeed to the legal interest of his/her predecessor and have the same powers and duties. Participating Entities may appoint alternate Trustees to vote on behalf of an absent Trustee. Participating Entities shall submit written notice of appointment or rescission of appointment of a Trustee or alternate Trustee to the Trust.

3.03 Votes. If the number of Participating Entities does not exceed two (2), each Participating Entity shall be entitled to cast two (2) votes in matters requiring a vote by the Board of Trustees. In the event that the number of Participating Entities exceeds two (2), each Participating Entity shall be entitled to cast one (1) vote.

3.04 Terms of Office. Following appointment, Trustees shall serve until such time as they are removed, resign or cease to be employees of the Participating Entity that they were designated to represent. In the event that a Trustee is removed, resigns or ceases to be an employee of the designating Participating Entity, the position shall be deemed vacant and a new Trustee shall be designated by that Participating Entity.

3.05 Executive Committee. In the event that the number of Participating Entities exceeds seven (7) the Board of Trustees may, by a 2/3 vote, elect to designate an Executive Committee who shall exercise such powers and duties as may be provided in the Bylaws of the Trust. The Executive Committee shall consist of the Chairperson and at least two other Trustees selected by majority vote of the Board. The Term of the elected members of the Executive Committee shall be one year. Vacancies on the Executive Committee shall be filled by majority vote of the Board.

ARTICLE IV. POWERS AND DUTIES OF TRUSTEES

4.01 Appointment of Trustees. The Trust shall be administered by the Board of Trustees who shall be selected and shall serve as provided in Article III.

4.02 Trustees' Acceptance. The Trustees named in the preceding Section, by their signatures to this Trust Agreement, hereby accept the Trust and Trusteeship and declare that they will receive and hold the Fund by virtue of this Trust Agreement for the uses and purposes and with the powers and duties herein set forth and none other. Trustees shall faithfully keep and hold any and all monies they

receive as Trustees for the purposes of the Trust and keep adequate and proper records thereof.

4.03 Duties of Trustees. The Trustees shall:

(a) hold, manage, care for and keep the Fund for the benefit of the Beneficiaries and collect the income and increments thereof, and shall keep and maintain adequate and proper records to render an annual audit, accounting and reports as hereinafter mentioned.

(b) employ or hire such agents, attorneys, accountants, actuaries, auditors, engineers, private consultants, advisors, employees or other persons and shall purchase, lease or rent real or personal property as may be necessary or desirable in administering the Fund and carrying out its purposes. Agreements for such expenditures shall be in writing and formally approved by the Trustees. Fees, salaries, wages, emoluments or compensation of any and all such persons and other such expenses shall be paid from the Fund. When acting upon advice of counsel for the Trust, the Trustees shall be relieved of all responsibility for acts performed or not performed except for their own gross negligence, bad faith or willful misconduct.

(c) pay any and all taxes of whatever nature the Fund is, or may be, obligated to pay and incur any expenses for supplies, rental of space, or other items, or anything else determined to be necessary or desirable in administering the Fund and carrying out the objects and purposes of this Trust and Trust Agreement.

(d) establish terms and conditions of coverage within the Summary Plan Description including the exclusions of coverage.

(e) ensure that all valid claims are paid promptly.

(f) take all necessary precautions to safeguard the assets of the Trust.

4.04 Authority of Trustees. In carrying out the purposes of the Trust Agreement, the Trustees shall have all right, power and authority to:

(a) enter into contracts, procure insurance policies, or provide such benefits through self-funding, and to place into effect and maintain the desired schedule of benefits.

(b) provide the intended benefits under this Trust by means of self-funding by the Trust and/or by the procurement of group insurance contracts (as permitted by the laws of the State of Arizona) including group insurance contracts issued to and in the name of the Trust, together with such other forms of contracts issued by qualified insurance companies authorized to do business in the State of Arizona as may be selected by the Trustees for the purpose of providing for all or part of the benefits provided for under this Trust. The Trustees are hereby expressly authorized to pay to any insurance company as may be selected by the Trustees the required insurance premiums in connection with such group insurance contracts issued to the Trust. Whether or not benefits are provided by means of self-funding or by the procurement of group insurance, such decision shall be

at the sole and exclusive discretion of the Trustees.

(c) do all those things which, in the opinion of the Trustees, may be necessary or desirable for the administration, and operation of and accomplishment of the objectives and purposes of the Fund and this Trust and Trust Agreement.

4.05 Selection of Benefits. The Trustees may, subject to their discretion and the continuing right to change, obtain for the Beneficiaries of the Trust forms of employee benefits which include, but are not limited to, the following:

(a) Accidental and sickness weekly indemnity
(b) Long and short-term disability
(c) Accidental death and dismemberment
(d) Dental benefits
(e) Vision benefits
(f) Life insurance
(g) Hospital, surgical, professional, in-patient, out-patient, prescription drug and other group medical products customarily made available to employee groups.
(h) Employee wellness programs, employee assistance programs, utilization review programs, claims management programs and other programs intended to improve employee health, reduce costs to the Trust and Beneficiaries and otherwise manage losses.

4.06 Deposits and Investments. All corpus or portions of the Fund not expended pursuant to this Article IV may be deposited by the Trustees in the name of the Trust in such depository or depositories as the Trustees shall from time to time select, and any such deposit or deposits should bear interest. The Trustees are empowered to receive for the benefit of the Fund such interest as might accrue on the above deposits.

(a) If not so deposited, any accumulated funds not currently required for the purposes of this Trust shall be invested by the Trustees in reasonably secure, reasonably liquid investments and in a manner consistent with applicable Arizona law pertaining to investment of public funds.

(b) The Trustees may accumulate dividends, experience rating refunds or other monies, if any, accruing from any insurance policy or policies, deposits or investments. Such dividends, refunds or other monies, or all of them, shall be held in the Fund, applied to the payment of self-funded claims, the payment of insurance premiums or held, used or applied as herein set forth.

(c) The Trustees may enter into financial services agreements with banks and other financial institutions and may authorize the Trust to issue checks in its own name as required to further the purposes and objectives of the Trust.

4.07 Trustees' Expense Reimbursement. The Trustees may receive reimbursement for actual reasonable expenses incurred in carrying out their duties pursuant to the Trust Agreement.

4.08 Trustees' Compensation. The Trustees shall not receive compensation for services rendered pursuant to the Trust Agreement.

4.09 Presumption of Validity. No person dealing with the Trustees shall be obligated to see to the application of any monies or property of the Fund, or to see that the terms of this Trust Agreement have been complied with or to inquire as to the necessity or expediency of any act by the Trustees. Every instrument executed by the Trustees shall be conclusive in favor of every person who in good faith relies upon it that:

(a) at the time of the delivery of the instrument, this Trust Agreement was in full force and effect;

(b) the instrument was executed in accordance with the terms and conditions of the Trust Agreement; and

(c) the Trustees were duly authorized to execute the instrument or direct its execution.

4.10 Withdrawals. All checks, drafts, vouchers or other withdrawals from the fund or depositories and the transfer or liquidating of insurance policies or investments shall be signed by appropriate signatures as determined by the Board of Trustees. All such withdrawals shall be reviewed and approved by majority vote of the Board of Trustees

4.11 Administrative Disputes. In the event of any dispute between the Trustees and the Benefits Administrator or any other parties providing services to the Trust over exercise of powers granted herein, the Trustees' interpretation shall prevail and the service organization shall have no liability to any person with respect to the disputed act or omission in the event that it gives written notice of its dissent from such act or omission to each Trustee and to the Participating Entities.

4.12 Selection of Officers and Recording Secretary. The Trustees shall elect from among themselves at their first meeting, and annually thereafter, the following officers: Chairperson, Vice Chairperson and Treasurer who shall serve as officers of the Trust. The Trustees shall further designate annually a Recording Secretary, who need not be a Trustee. The powers and duties of the officers shall be specified herein or in the Bylaws.

4.13 Trustees' Meetings. The Trustees shall hold an initial Board meeting as soon as practical after being appointed. The Trustees shall determine the time and place of the regular meetings which shall be held at least quarterly. Special meetings may be called by the Chairperson or by a majority of the Trustees. Minutes of all meetings shall be taken. Meetings shall be conducted in accordance with applicable provisions of A.R.S. § 38-431 et seq. and the Bylaws. Written notice designating the time and place of an annual, regular or special meeting shall be given to the Trustees as required by applicable open meeting laws. Notice and agendas of meetings of the Board of Trustees shall be made and posted as provided in the Arizona Open Meeting Law, A.R.S. § 38-431 et seq., as amended from time to time, and any successor statute. In the event of an emergency, a special meeting may be held with such lesser notice as may be appropriate and otherwise permissible by law. Any meeting at which all Trustees are present, in person or concerning which all Trustees have waived notice in writing, shall be a valid meeting without requirement that notice be given to the Trustees.

4.14 Quorum Requirement. To constitute a quorum at any regular or special meeting of the

Trustees, there must be present in person or by telephonic or other electronic means Trustees or Alternate Trustees from at least a majority of the Participating Entities.

4.15 Location of Meetings. All meetings of the Trustees shall be held at such location or locations as designated from time to time by the Trustees.

4.16 Successor Trustees. The Trustees and their successors, from time to time acting hereunder, shall have all the rights, powers and duties of the initial Trustees, named herein.

4.17 Fiscal Year and Audit. The accounting year of the Fund shall be on a fiscal year basis. The initial fiscal year shall commence on July 01, 2002 and end on the 30th day of June, 2003. Subsequent fiscal years shall commence on July 1 and end on the 30th day of June of the following year. Any report required by city, county State or Federal law, or the respective subdivisions thereof, shall be made by the Trustees. The Trustees shall have an annual audit and accounting of the Trust Fund by an independent Certified Public Accountant in accordance with generally accepted accounting practices, at the end of each fiscal year. The Accountant shall certify to the accuracy of the audit and accounting. The Trustees shall also obtain an appropriate actuarial evaluation of the claim reserves of the pool, including an estimate of the incurred but not reported claims. A statement of the results of each audit shall be available for inspection by authorized persons at the principal office of the Trust. Copies of the audit and generalized statements of the accounting and reports shall be delivered to each Trustee, to the governing body or chief executive officer of each Participating Entity, and to the director of the Arizona Department of Insurance or as otherwise required. Copies of the audit shall be retained by the Board of Trustees for a period of at least five (5) years.

4.18 Bylaws, Rules and Regulations. The Trustees shall have the power to adopt bylaws, rules, procedures and regulations pertaining to the purpose, powers and administration of the Trust, which shall be consistent with covenants, terms, conditions and duties as set forth in the Trust Agreement. Such bylaws, rules, procedures and regulations shall be binding on all persons dealing with the Fund and upon any and all persons claiming any benefits there under. Adoption or amendment of bylaws, rules, procedures or regulations shall require a majority vote of the Board of Trustees.

4.19 Bonding Requirements. The Trustees shall procure fidelity bonds for the Trust and/or persons authorized to receive, handle, deal with or draw upon the monies in the Fund for any purpose whatsoever, said bonds to be in such amount to reasonably aid in reimbursing bondable loss of money, and to meet the requirements as may be required, from time to time of applicable United States or State law. Such bonds are to be obtained from such reputable fidelity or surety companies as the Trustees shall determine. If convenient, and in conformity with the law, such bonds may be position bonds. The cost of the premiums on such bonds shall be paid out of the corpus or income of the Fund. If any fidelity or surety company refuses to bond or write a bond for any Trustee, or other person described in this section, said Trustee or person shall not serve and shall resign.

ARTICLE V. PAYMENTS TO THE FUND

5.01 Entity Premiums. In order to effectuate the purposes of the Trust, each Participating Entity

shall contribute to the Fund an amount determined by the Trustees to be necessary to pay for the benefits provided hereunder to the Employees and other persons covered by the Employee Benefit Program. The Entity Premium shall be due and payable as of the date specified in the Bylaws. The Entity Premium shall not include amounts payable directly by persons receiving extended coverage under the Employee Benefit Program as required by law or otherwise.

5.02 Interest on Premiums in Arrears. Entity Premiums not paid as of the due date as provided in Section 5.01 shall be subject to the late payment process as outlined in the Past Due Contributions section of the Bylaws.

5.03 Employer Contributions Not Wages. Employer Contributions paid or accrued to the Fund through Entity Premiums shall not constitute or be deemed wages due employees, nor shall such contributions in any manner be liable for or subject to the debts, contracts or liabilities of the Participating Entity; neither the Participating Entity, any Employee, nor any Beneficiary under the Plan shall have any rights, title or interest in the Fund, except as specifically provided in this Trust Agreement.

5.04 Employee Contributions. Employees may be required to contribute a portion of the Entity Premium in amounts to be determined by each Participating Entity as appropriate for the benefits to be provided hereunder. Nothing in this paragraph shall be deemed to preclude a Participating Entity from making all or any portion of Employee Contribution payments on behalf of its Employees.

5.05 Payment in Lieu of Benefits. No Employee shall have any right to receive any part of his/her own Employee Contributions or any part of Employer Contributions paid in lieu of benefits.

5.06 Payroll Deductions. All Employee Contributions shall be paid by payroll deductions. The Participating Entity shall remit all monies obtained through payroll deductions in a lump sum to the Fund as part of the Entity Premium described herein.

5.07 Manner of Payment. All Entity Premiums and other payments to the Fund shall be payable to the name of the Trust and shall be paid in the manner and form determined by the Trustees.

5.08 Wage Reports/Audits. Each Participating Entity shall provide or make availalble all reports required by the Trustees. The Trustees may at any time have an audit of the Participating Entity's wage records performed by an independent Certified Public Accountant or other qualified individual or organization as determined by the Trustees to confirm the accuracy of required reports and to confirm the correct levels of contributions.

5.09 Contributions Irrevocable. Subject to the provisions of Article XVII with respect to termination of this Trust Agreement and Article XV with respect to termination of membership in the Trust, all Contributions to the Fund shall be irrevocable and under no circumstances shall any monies properly paid into the Fund, or any part of the Fund, be recoverable by or payable to a Participating Entity or any Beneficiary, nor shall any of the same be used for or diverted to purposes other than for the exclusive program of benefits for Employees and other covered persons as

provided in this Trust Agreement.

5.10 Assessments. In the event a deficit shall develop which is creditable to any plan or fiscal year, the Trustees shall order an assessment sufficient to cure the deficit. Assessments shall be distributed among the Participating Entities on a pro-rata basis, as calculated by the amount of each Participating Entity's contributions for the plan or fiscal year to which the deficit is credited. Assessments shall not exceed the amount of the Participating Entity's annual contribution to the Fund for the year to which the deficit is credited.

ARTICLE VI. PAYMENT OF BENEFITS

6.01 Benefits Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Description and other procedures, rules, regulations and conditions established by the Trustees, the Trust shall pay all claims for which each Participating Entity's Beneficiaries would be liable and would be entitled to receive benefits under the Employee Benefit Program.

6.02 Discharge of Liability. Subject to the terms and conditions set forth in this Trust Agreement, the Summary Plan Descriptions and other procedures, rules, regulations and conditions established by the Trustees, liabilities incurred for claims for services rendered to the Beneficiaries of Participating Entities under the Employee Benefit Program will be relieved only by payment of claims by the Trust, by the Beneficiary, or by such other party who may be deemed responsible for payment of such claims.

6.03 Method of Payment. The Trustees shall arrange for disbursement of benefits under the Employee Benefit Trust through a Benefits Administrator appointed by the Trustees.

6.04 Summary Plan Description. The Benefits to be provided pursuant to the Trust Agreement, whether by self-funding or by insurance contract, shall be set forth in a Summary Plan Description which shall, at a minimum, generally explain the eligibility rules for coverage for Beneficiaries of the applicable Participating Entity.

6.05 Protection of Employees or Other Beneficiaries. Prior to payment to or on behalf of an Employee or other Beneficiary, all assets of the Trust shall be owned by the Trust and shall not be liable in any way for any debt or obligation of any Employee or the Trust. To the extent permitted by law, all Trust benefits shall be exempt from attachment, garnishment, and levy of execution, bankruptcy proceedings, or other legal process at any time subject to the Trustee's possession and control; but in any event, such assets shall be subject to such process only to the extent of such Employee's benefits hereunder as they come due.

6.06 Employee or Other Beneficiary Claims to Benefits. No Employee or other Beneficiary shall have any right or claim to benefits under the Employee Benefit Plan except as specified in the Summary Plan Description, policy or policies or contract or contracts procured or entered into pursuant to Articles II and IV. Any disputes as to eligibility, time, amount, or duration of benefits shall be resolved by the appropriate insurance carrier or Benefits Administrator, under and pursuant to the Summary Plan Description, policy or policies, or contract or contracts; and the Employee or

other beneficiary shall not have any right or claim in respect thereto against the Fund or Trustees. Any dispute as to eligibility, type, amount, time or duration of benefits provided by the Fund, as self-funded, shall be decided by the Trustees, and all disputes shall be finally settled pursuant to Article VII.

6.07 Maintenance of Reserves. The Trust shall maintain claim reserves in an amount at least equal to known incurred losses and reasonable estimates of claims incurred but not reported.

6.08 Failure to Pay Benefits. Neither the Participating Entity nor the Trustees shall be liable for the failure or omission, for any reason, to pay any benefits under the Employee Benefit Plan. If for any reason, including, but not limited to, epidemics, catastrophes, or normal depletion, the Trustees determine that self-insured funds are insufficient to pay the current claims, the amount of benefits payable to an eligible Employee or other Beneficiary shall, in all events, be limited to the extent that sufficient funds are available to the Trustees for the payment of all such claims; and, in such event, benefit payments to each eligible Employee or other Beneficiary shall be limited to the extent that sufficient funds are available from the Trust Fund, and shall be further prorated in such amounts that all such claims shall be treated proportionally equal to the ratio that such total claims bear to the funds that are available for such payment. If any controversy or dispute exists concerning such matters, they shall be settled in accordance with the provisions of Article VII.

ARTICLE VII. CONTROVERSIES AND DISPUTES

7.01 Interpretation of Trust Documents. The Trustees shall have the power to construe, interpret and apply the provisions of this Trust Agreement and any amendments, rules or regulations adopted pursuant to this Trust Agreement as well as the terms used herein and any construction, interpretation or application adopted in good faith. Should the Trustees in good faith reach a decision in a particular circumstance which is or appears to be at odds with the terms of this Trust Agreement, such decision shall not have as its purpose of effect to in any other way modify the plan of benefits or this Trust Agreement or to obligate the Trustees to take the same or similar action on any matter then pending or which might come before them at a future date.

7.02 Settlement of Benefit Claims. The Trustees may, in their sole discretion, compromise or settle any disputed benefits claim controversy in such manner as they deem appropriate and consistent with applicable law and regulation and in accordance with the appeal procedure set forth in the then current and applicable Summary Plan Description. All decisions made by the Trustees shall be conclusive and binding upon all parties.

ARTICLE VIII. RESPONSIBILITIES AND LIABILITIES

8.01 Responsibilities and Liabilities of Trustees. The Trustees shall only be responsible for monies when and if said monies are received in accordance with the provisions of this Trust Agreement. Should the Trustees select or provide for any policy or program of self-funding, no claims for benefits or claims for liabilities shall be brought against the Trustees. The sole and exclusive liability of said Trustees in the management and operation of any program of self-funding shall be limited to due care in the selection of administrators, claims representatives, actuaries or

other officials charged with the administration of such a program of self-funding. The Trustees shall only be responsible for any liability arising from their respective gross negligence, bad faith or willful misconduct in handling of the monies received in hand by them for execution and administration of the terms of the Fund. The Trustees shall not be responsible for the actions or omissions of their Co-Trustees or successors, nor for the acts or omissions of other agents, or for any of the acts or omissions of any insurance company or its agents, servants or representatives, including but not limited to non-payment of claims by an insurance company or companies for any reason. No Trustee or Successor Trustee shall be entitled to any indemnifications of court costs or attorneys' fees from any liability arising from his/her own willful misconduct, bad faith or gross negligence. To the extent that their actions do not constitute willful misconduct, bad faith or gross negligence, Trustees shall not be liable for actions taken on advice of counsel for the Trust as provided in Section 4.03.

8.02 Successors' Liability. No successor Trustee shall be liable or responsible for any acts or defaults of his/her predecessor, or for any losses or expenses resulting from or occasioned by acts or omissions prior to his/her appointment as Trustee, nor shall he/she be required to inquire into or take any notice of the prior administration of the Fund or Trust. A Successor Trustee is responsible solely for his/her actions as set forth in Section 8.01 herein.

ARTICLE IX. AMENDMENT OF THE TRUST AGREEMENT

9.01 Powers. It is anticipated that in the administration of this Trust, conditions may arise that are not foreseen at the time of execution of this Trust Agreement and it is the intention of the Participating Entities, Trustees and each and every party to this Trust Agreement, that the power of amendment which is herein granted be exercised in order to carry out the spirit, object and purposes of this Trust. Therefore, the general power is granted by all parties to this Trust Agreement to the Trustees to amend this Trust Agreement in accordance with the procedures set forth herein. All parties to the Trust and all persons claiming any interest hereunder are and shall be bound thereby.

9.02 Procedures. Prior to amendment of this Trust Agreement, the Trustees shall notify each Participating Entity and Trustee no less than 30 days prior to the date on which such proposed amendments are to be considered by the Board of Trustees. Such notice shall set forth in detail the nature of the proposed amendments and shall invite questions or comments. Amendments to the Trust Agreement shall require a 2/3 vote of the Board of Trustees. Approved amendments shall be signed by each Trustee voting in favor of approval. Amended or new Trust Agreements shall be filed with the State of Arizona in the manner provided by law for such agreements. Proposed amendments to the Trust Agreement shall be reviewed and approved in writing as to form by counsel for the Trust prior to approval by the Board of Trustees. Following approval by the Board of Trustees, proposed amendments shall be submitted to the governing bodies of the Participating Entities and shall become effective after approval by no less than 2/3 of the total number of Participating Entities. Upon approval of a proposed amendment by the requisite number of governing bodies as provided herein, a Participating Entity whose governing body fails to approve the proposed amendment may elect to terminate its membership in the Trust pursuant to the provisions of Article XV of the Trust Agreement.

ARTICLE X. NON-VESTING OF RIGHTS

10.01 Rights Not Vested. No Employee, family, dependents, Beneficiary nor any other person or group nor their respective successors, assigns, nor legal representatives, shall have any right, title or interest, vested or otherwise, in or to the Fund, Trust, corpus (income or increments thereto), insurance dividends, cash value, if any, or any insurance or benefits or monies payable there from, payments from the Fund, or in or to the eligibility requirements for benefits as changed or altered. Any Beneficiary who withdraws or ceases to participate in the Employee Benefit Program does hereby and shall expressly waive and forfeit any right, title or interest in and to the Fund, it corpus and assets. No Employee, family, dependents, Beneficiaries nor any other person or group nor their respective successors, assigns nor legal representatives shall have any right in or to the Trust Fund, corpus, insurance dividends, cash value, if any, of insurance, interest, income, benefits, or any benefits or money payable there from, or anything arising out of or in this Trust during the term of this Trust Agreement and any benefit he or they may have is forever terminated and discharged upon the Employee's termination of employment with the Participating Entity (quitting, discharge or otherwise), or when this Trust Agreement is terminated, wound up or dissolved. No benefit, right or interest, in any of the forgoing is transferable by the Employee to another Employee or person, corporate or otherwise except to physicians, hospitals and any other person or institution furnishing medical services within the terms of this Trust Agreement. No monies, property or equity of whatsoever nature, in the Fund, nor insurance policies or benefits or monies payable there from, nor investments, nor deposits nor any part or portion of the Fund, shall be subject in any manner by any Employee or Beneficiary, or person claiming through such Employee or Beneficiary, ownership, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, garnishment, attachment, execution, mortgage lien or charge of whatsoever nature or kind and any attempt to cause the same is and shall be null and void.

ARTICLE XI. PROVISIONS RELATING TO INSURANCE COMPANIES

11.01 Status of Insurance Companies. No insurance company which may issue any policies or contracts for the purpose of fulfilling the terms of the Trust Agreement shall be deemed to be a party to this Agreement, nor shall it be responsible for the validity of this Trust Agreement, nor is this Agreement in any manner for the benefit of any insurance company or companies. No insurance company is a third party beneficiary to the Trust Agreement. No insurance company shall be required to look into the terms of this Trust Agreement or to question the authority of or action of the Trustees, or be responsible to verify that any action of the Trustees is authorized by the terms of this Trust Agreement.

ARTICLE XII. PROGRAM ADMINISTRATION

12.01 Allocation of Administrative Duties. The Trustees shall have the full obligation and responsibility for administration of the Employee Benefit Program, but may designate any person, firm, corporation or other entity as an employee, agent or representative, for purposes carrying out the objectives of the Trust. The Trustees shall designate an administrator to carry out the policies established by the Trustees and to provide day to day management. An administrator appointed

pursuant to Section 12.03 may also serve in this capacity.

12.02 Termination of Agents. The Trustees may remove any agent for administration at any time, without cause, after thirty (30) days written notice to the agent or as otherwise provided in contracts for employment of such agents.

12.03 Consultant/Administrator. The Trustees shall designate a risk management consultant or insurance administrator. The designated consultant or administrator shall be licensed pursuant to Arizona Revised Statutes Title 20, Chapter 2, Articles 3 or 9. Such licensing shall be verified by the Trustees prior to any appointment pursuant to this section.

12.04 Duties of Agents. Agents shall perform all designated duties in a workmanlike and professional manner and shall keep accurate and complete records of activities as prescribed by the Trustees. Any agent designated as benefits administrator shall, in addition to the other duties set forth in this section, keep its records open for examination at reasonable times during business hours by any person authorized by the Board of Trustees and shall, within sixty (60) days after the end of each Trust year or such other date as determined by the Trustees, file with the Trustees a complete statement of its administration covering the period since the closing date of the previous statement.

12.05 Business Offices. The Trust may establish offices within the State of Arizona as required for the conduct of business and may employ necessary staff to carry out the purposes of the Trust.

ARTICLE XIII. ADDITIONAL MEMBERS

13. 01 Eligibility for Membership. Any "Public Agency" as defined in A.R.S. § 11-951 is eligible to be considered for membership in the Trust subject to the terms and conditions set forth herein.

13.02 Application for Membership. An entity desiring membership in the Trust may petition the Trustees for permission to become a Participating Entity. Applicants shall submit application forms as prescribed by the Trustees and shall provide such additional information as may be requested in order to fully evaluate the application. Completed applications and supporting data shall be submitted no later than the deadlines established by the Trustees. Applications deemed incomplete by the established deadlines may be rejected in the sole discretion of the Trustees.

13.03 Approval of Applications. Completed applications will be reviewed and evaluated based on standards acceptable to the Trustees to ensure that approvals of applications are based on the best interests of the Trust, its Participating Entities and their Beneficiaries. Decisions of the Trustees may be based upon recommendations of their Employees or agents. The Trustees, in a regularly convened meeting may, by two-thirds vote, approve the application for membership subject to such terms and conditions as may be established by the Trustees in their sole discretion. Decisions of the Trustees with respect to membership applications will be final. If accepted for membership, an entity will be bound by all applicable terms and conditions of this Trust Agreement and Declaration of Trust as well as all policies, procedures and regulations established pursuant to this Trust Agreement. Representatives of Participating Entities approved for membership may attend meetings of the Board of Trustees, but will not be allowed to vote or otherwise formally participate in the governance or

benefits of the Trust until the date on which the Entity's Beneficiaries become eligible to receive benefits under the Employee Benefit Program.

ARTICLE XIV. DURATION OF AGREEMENT

14.01 Term of Agreement. This Amended and Restated Agreement and Declaration of Trust shall continue in full force and effect until terminated in accordance with the procedures set forth in Article XVII of this Trust Agreement.

14.02 Initial and Renewal Participation Requirements. The initial membership term for new members shall be for a period of not less than thirty five (35) nor more than forty-seven (47) calendar months, to the extent permitted by law if monies are appropriated. Membership in the Trust may not be terminated by any Participating Entity during the initial membership term except as expressly provided herein. Notwithstanding these limitations on voluntary termination, coverage under the Employee Benefit Plan may be suspended or terminated as provided herein for nonpayment of Entity Premiums or other violations of the terms of this Agreement and Declaration of Trust. After expiration of the initial membership term, a Participating Entity may terminate its participation as provided in Article XV herein or may request that the Board of Trustees approve an additional Renewal Term. Renewal terms may be for thirty six (36), forty eight (48) or sixty (60) months, with the duration of the Renewal Term to be selected by the Participating Entity. Approval of Renewal Terms requires a 2/3 vote of the Board of Trustees. Membership in the Trust may not be voluntarily terminated during Renewal Terms except as expressly provided herein.

ARTICLE XV. VOLUNTARY TERMINATION OF MEMBERSHIP

15.01 Procedure. Membership in the Trust may be terminated by a Participating Entity after completion of the Initial or Renewal Participation Term subject to the following conditions:

(a) Written notice of termination must be received no later than ninety (90) days prior to the end of the Initial or current Renewal Participation Term, at the end of which the termination is to be effective.

(b) Once termination is effective, a former Participating Entity may not be eligible for readmission to the Trust for a minimum of three (3) fiscal years. Application for readmission shall be made according to the procedures set forth in Article XIII.

(c) Termination will not relieve a former Participating Entity of any obligations, financial or otherwise, imposed upon Participating Entities pursuant to this Agreement and Declaration of Trust for the period during which the former Participating Entity was a member of the Trust.

(d) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02 of this Agreement.

15.02. Termination Due to Amendment of the Trust Agreement. Notwithstanding the provisions of Article 15.01, a Participating Entity may elect to terminate its membership prior to the end of their Initial Term of Participation or their then applicable Renewal Term under the following conditions and as long as they give such notice as least ninety (90) days before the effective date of the termination:

(a) The governing board of the Participating Entity wishing to terminate its membership pursuant to this Article must have failed to approve a proposed amendment to the Trust Agreement which was approved by the requisite number of governing boards of Participating Entities pursuant to Article 9.02 of the Trust Agreement.

(b) The approved amendment to the Trust Agreement is to become effective prior to the end of the current Renewal Term.

(c) The proposed date of termination of membership is to be on or before the effective date of the approved amendment to the Trust Agreement or upon such later date as may be approved by the Board of Trustees during which period the terminating entity shall not be subject to the provisions of the approved amendment to the Trust Agreement.

(d) Any termination pursuant to this Article 15.02 shall also be subject to the provisions of Article 15.01(b).

(e) Participating Entities terminating their membership in the Trust in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.02.

ARTICLE XVI. SUSPENSION AND EXPULSION

16.01 Suspension. In the event that any Participating Entity shall fail to make its contributions as specified herein, or shall fail to comply with any other terms or conditions of this Trust Agreement or other requirements established by the Trustees, the Board of Trustees may suspend benefits provided to the Beneficiaries of that Participating Entity. Prior to any suspension, the Board shall provide written notice of default to the Entity. The notice of default shall advise the Entity that:

(a) Unless the default is cured within ten (10) working days of receipt of the notice, coverage may be suspended for a period of up to ninety (90) days without further notice or administrative process.

(b) During the ninety (90) day suspension period, the Board of Trustees shall determine if the Entity should be terminated as a Participating Entity effective at any time before, or on completion of, the ninety (90) day suspension period.

(c) That, prior to removal of any suspension, the Trustees may impose specific conditions for reinstatement of coverage and continued membership in the Trust.

(d) That the entity will be liable for unpaid premiums and/or benefit payments,

administrative costs and other costs incurred by the Trust between the date that premium payments became in arrears and the date of suspension/termination of benefits plus interest accrued as provided in Section 5.02.

16.02 Expulsion. Participating Entities that are expelled from membership in accordance with this Article shall receive surplus amounts due them and shall remain liable for deficits owed by them to the Trust in accordance with Article 18.03 of this Agreement**.**

ARTICLE XVII. TERMINATION OF TRUST

17.01 Termination by the Trustees. The Trust created by this Agreement and Declaration of Trust may be terminated at any time by formal resolution approved by majority vote of the Board of Trustees.

17.02 Notice of Termination. Upon termination of the Trust as provided herein, the Trustees shall forthwith notify all Beneficiaries and all other necessary parties.

17.03 Duration After Termination. Notwithstanding any provision set forth in this Trust Agreement regarding duration and termination of the Trust, the Trust shall continue in existence for as long a period as may be required to wind up its business. Upon termination, the Trustees shall continue in their capacity as Trustees for so long a period as may be required to wind up the business of the Trust.

17.04 Disposition of Trust Assets and Final Accounting. Upon termination of this Trust, any and all monies remaining in the Fund shall be disposed of in accordance with Article 18.01. At such time as the business of the Trust is wound up, the Trustees shall render a final accounting of the affairs of the Trust to the Participating Entities and their Beneficiaries. Thereafter, there shall be no claim or action against the Trustees except as expressly provided herein and they shall have no further responsibility or duties and they shall be discharged.

ARTICLE XVIII. DISTRIBUTIONS OF SURPLUSED AND DEFICITS UPON TERMINATION OF THE TRUST, VOLUNTARY TERMINATION OF MEMBERSHIP OR EXPULSION

18.01 Upon Termination of the Trust. Upon termination of the Trust, the Trustees shall by majority vote provide for the development of a plan (the termination plan) to wind up the Trust's business over the course of a period not to exceed thirty six (36) calendar months from the effective date of the Trust's termination, subject to regulatory approval. The termination plan shall provide for at least the following:

(a) Payment of all administrative and other costs reasonably required to wind up the Trust's operations;
(b) Payment of all outstanding claims liabilities of the Trust including, without limitation, all known claims and incurred but not reported liabilities;

(c) Payment to the Trust of any deficits owed to it by any current or former Participating Entities; and
(d) Payment of any outstanding amounts due to former Participating Entities that have previously voluntarily terminated their memberships in the Trust in accordance with Articles 15.01 or 15.02.

18.02 Upon Voluntary Termination of Membership. For entities voluntarily terminating membership as provided under Article 15.01 or 15.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Surpluses payable to the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(b) Deficits payable to the Trust from the former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

18.03 Upon Expulsion. In the event that a Participating Entity is expelled and membership involuntarily terminated in accordance with Article 16.02, surpluses and deficits allocated to the Participating Entity during the term of its membership, including adjustments for administrative expenses associated with the termination, shall be paid in accordance with the following schedule:

(a) Former Participating Entities shall remain liable for the full amount of contributions that would otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. Amounts due to the Trust under this Article may be collected through reduction of any surpluses otherwise due to the former Participating Entity in accordance with Article 18.03 (b) or, in the event the former Participating Entity has no surplus due to it, or that the amount due to the Trust under this Article exceeds the amount of surplus due to the former Participating Entity, through assessment in accordance with Article 18.03(c).

(b) Surpluses payable to former Participating Entities that were expelled in accordance with Article XVI shall be reduced by the amount of the Member Contributions that would

otherwise have been due to the Trust during the period of time between the date of such Entity's expulsion and the scheduled end of such Entity's Initial or Renewal Term of Participation. The balance of any remaining surpluses due to the former Participating Entity after making such adjustment shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the remaining total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such expulsion, and any remaining surplus balances due being paid not later than twenty seven (27) months after the effective date of such expulsion, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

(c) Deficits payable to the Trust from an expelled former Participating Entity shall be paid in two (2) installments, with the first installment comprised of an amount not to exceed seventy five percent (75) percent of the total estimated amount due being paid no later than one hundred eighty (180) calendar days after the effective date of such termination and any remaining deficit balances due being paid not later than twenty seven (27) months after the effective date of such termination, or in accordance with such other schedule as may be agreed to between the former Participating Entity and the Trustees.

ARTICLE XIX. MISCELLANEOUS

19.01 Prosecution and Defense of Lawsuits. In the event any claim, suit, action or legal or administrative proceeding is brought against the Trust, Board of Trustees, one or more Trustees or the Fund, in connection with any matter arising out of the administration of the Trust or Fund or in connection with this Trust Agreement or in connection with any act or omission of the Board of Trustees or one or more of the Trustees, or in the event of any suit, action or proceeding commenced by the Trustees, including, but not limited to, a request for a judicial settlement of accounts, a suit for construction, a bill of interpleader, or any other matter relating to the Trust, the Trustees shall have the power and authority to employ counsel to represent them in any such suit, action or proceeding. Expenses, including counsel fees and other costs shall be paid from the Fund as long as the Trustees have acted in good faith and not with gross negligence, bad faith or willful misconduct, it being the intent to indemnify the Trustees against all honest mistakes in judgment and all acts or omissions that are not grossly negligent, deliberate or willful violations of the duties of the Trustees. In addition, the Trustees shall have the right to commence and prosecute such suits, actions or proceedings as they may determine are necessary and proper in order to protect the interests of the Trust and Fund, and, in this connection, the Trustees shall have the same rights and entitlement to reimbursement for costs and expenses as heretofore described for the defense of lawsuits.

19.02 Fiduciary Liability. The fiduciary liability and funding of all eligible benefits as determined by the Summary Plan Description shall be the sole responsibility of the Trustees.

19.03 Worker's Compensation. The insurance coverage contemplated by this Trust Agreement shall not apply in any case which is compensable under Worker's Compensation.

19.04 Sites of Fund. The office of Erin P. Collins & Associates, Inc., *Kingman, County of Mohave,* State of Arizona, shall be deemed the sites of the Fund created hereunder. All questions pertaining to validity, construction and administration shall be determined in accordance with the laws of such State and County. This Trust Agreement is deemed made, executed and delivered in such State.

19.05 Interpretation of Trust Agreement. Whenever any words are used in this Trust Agreement in the masculine gender, they shall be construed as though they were also in the feminine or neuter gender in all situations where they would so apply, and wherever any words are used in this Trust Agreement in the singular form, they shall also be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form they shall be construed as though they were also in the singular form in all situations where they would so apply.

19.06 Captions. It is understood and agreed that the captions and headings contained in this Trust Agreement are included for convenience only and that they are not and shall not be deemed a part of the Agreement and that they shall in no way define, limit or expand any of the terms, obligations or conditions set forth herein.

19.07 Severability. The parties agree that, to the extent that any provision of this Trust Agreement is in conflict with any applicable statute, regulation or rule, that provision shall be deemed unenforceable and the applicable statute, regulation or rule shall govern. Should any provision or term in this Trust Agreement be deemed or held to be unlawful or invalid for any reason, such determination will not adversely affect the remaining provisions contained herein unless such determination will make the operation of the Trust impossible or impractical. In such a case, the appropriate parties shall immediately adopt such provisions as may be required to facilitate to proper functioning of the Trust.

19.08 Taxation of Contributions, Assets, Income and Benefits. This Trust Agreement is being entered into and contributions are being made based upon the expectation that contributions made hereunder will not be subject to taxation and that benefits received by Employees or other Beneficiaries will not be deemed compensation in determination of federal, state or local tax liability. The parties hereto, individually and collectively agree to take or cause to be taken any and all steps that may be necessary or advisable in order to obtain and/or maintain a tax-exempt status for this Trust. In the event that any provisions of this Trust Agreement are determined to impose tax obligations on the Trust or Employees or other Beneficiaries, any steps necessary to eliminate such obligations shall be taken immediately. Nothing in this section shall be deemed to impose liability on the Trustees, the Trust or the Participating Entities in the event that contributions or benefits are deemed taxable or in the event that investment income received by the Trust is determined to be subject to taxation.

19.09 Cancellation. This Trust Agreement is subject to cancellation pursuant to A.R.S. Section 38-511.

19.10 Effective Date. This Trust Agreement shall be effective as of the date set forth herein.
19.11 Recording. This Trust Agreement shall be filed in accordance with all applicable Federal, State and Local laws and regulations.

ARTICLE XX. STOP LOSS PROVISIONS

20.01 Stop Loss Requirement. Specific stop-loss reinsurance shall be an integral part of any self-funded medical benefit program established pursuant to this Trust Agreement. It is the intent of the parties to this Trust Agreement that stop-loss coverage, with such attachment points and policy limits as may be deemed necessary to protect the loss fund and allow complete and timely payment of benefits, be provided by an authorized carrier licensed to execute such contracts in the State of Arizona. Specific stop-loss limits shall be an integral part of any other self-funded program established pursuant to the Trust Agreement, with such dollars limits as may be necessary to protect the loss fund and allow complete and timely payment of benefits.

ARTICLE XXI. LOSS CONTROL PROGRAM

21.01 Loss Control Program. The Trustees shall provide for the development and implementation of a program of loss control for each plan year of Trust operations. The loss control program shall be further described in the Plan of Risk Management approved each year and may include one or combinations of:

(a) Specific and/or aggregate reinsurance
(b) Conventional insurance, partial or full self-insurance with appropriate stop-loss payment limits
(c) Access to preferred Provider organizations (PPO's) for benefit offerings
(d) Medical pre-certification, concurrent and/or post discharge review
(e) Large case management
(f) Health and wellness promotion
(g) Employee assistance programs
(h) Such other loss control programs as the Trustees may determine to be appropriate.

ARTICLE XXII. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION BY PARTICIPATING ENTITIES

22.01 The Participating Entities in the Rural Arizona Group Health Trust health and welfare benefits plan shall only use protected health information (PHI) to the extent of and in accordance with the uses and disclosures permitted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Specifically, the Participating Entities may use and disclose PHI for purposes related to health care treatment, payment for health care and health care operations.

22.02 Payment includes activities undertaken by the Participating Entities to obtain individually or through the Benefits Administrator premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to a Beneficiary to whom health care is provided. These

activities include, but are not limited to, the following:

(a) determination of eligibility, coverage and cost sharing amounts (for example, cost of a benefit, plan maximums and copayments as determined for an individual's claim);

(b) adjudication of health benefit claims (including appeals and other payment disputes);

(c) subrogation of health benefit claims;

(d) establishing Employee Contributions;

(e) risk adjusting amounts due based on enrollee health status and demographic characteristics;

(f) billing, collection activities and related health care data processing;

(g) claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Beneficiary inquiries about payments;

(h) obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);

(i) medical necessity reviews or reviews of appropriateness of care or justification of charges;

(j) utilization review, including precertification, preauthorization, concurrent review and retrospective review;

(k) disclosure to consumer reporting agencies related to the collection of premiums or reimbursement (the following PHI may be disclosed for payment purposes: name and address, date of birth, Social Security number, payment history, account number and name and address of the provider and/or health plan); and

(l) reimbursement to the Trust.

22.03 Health Care Operations include, but are not limited to, the following activities:

(a) quality assessment;

(b) population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;

(c) rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;

(d) underwriting, premium rating and other activities relating to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);

(e) conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;

(f) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Trust, including formulary development and administration, development or improvement of payment methods or coverage policies;

(g) business management and general administrative activities of the Trust, including, but not limited to:

(i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements, or

(ii) customer service, including the provision of data analyses for Employees, the Trust or other Beneficiaries;

(h) resolution of internal grievances; and

22.04 The Participating Entity agrees to:

(a) not use or further disclose PHI other than as permitted or required by the Summary Plan Description or as required by law;

(b) ensure than any agents, including a subcontractor to whom the Participating Entity provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Participating Entity with respect to PHI;

(c) not use or disclose PHI for employment-related actions and decisions unless authorized by a Beneficiary;

(d) not use or disclose PHI in connection with any other benefit or employee benefit plan of the Participating Entity unless authorized by a Beneficiary;

(e) report to the Trust any PHI use or disclosure that is inconsistent with the uses or disclosures provided for of which it becomes aware;

(f) make PHI available to a Beneficiary in accordance with HIPAA's access requirements;

(g) make PHI available for amendment and incorporate any amendments to PHI in accordance with HIPAA;

(h) make available the information required to provide an accounting of disclosure;

(i) make internal practices, books and records relating to the use and disclosure of PHI received from Plan available to the HHS Secretary for the purposes of determining the Trust's compliance with HIPAA; and

(j) if feasible, return or destroy all PHI received from the Trust that the Participating Entity still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

22.05 In accordance with HIPAA, only the following employees or classes of employees of a Participating Entity may be given access to PHI:

(a) the human resources director or the individual assigned by the governing body of a Participating Entity to perform said function; and

(b) staff designated by the person assigned pursuant to Article 22.05(a).

22.06 The persons described in Article 22.05 may only have access to and use and disclose PHI for plan administration functions that the Trust performs for the Participating Entity.

22.07 If the persons described in Article 22.05 do not comply with the Summary Plan Description, the Trust may provide a mechanism for resolving issues on noncompliance, including disciplinary sanctions.

EXHIBIT A

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2002:

	Participating Entity	Membership Term
1.	City of Holbrook	July 01, 2002 - June 30, 2019
2.	City of Winslow	July 01, 2002 - June 30, 2017
3.	Town of Parker	July 01, 2002 - June 30, 2016

Participating Entities - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2003:

	Participating Entity	Membership Term
1.	Kingman Academy of Learning	July 01, 2003 - June 30, 2019
2.	City of Safford	July 01, 2003 – June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2005:

	Participating Entity	Membership Term
1.	City of Page	January 01, 2005 – June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Eagar	October 01, 2005 – June 30, 2019

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Miami	June 01, 2006 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective October 01, 2005:

	Participating Entity	Membership Term
1.	Town of Springerville	July 01, 2009 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2010:

	Participating Entity	Membership Term
1.	City of St. Johns	January 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT

Board of Trustees effective July 01, 2010:

	Participating Entity	**Membership Term**
1.	City of Williams	July 01, 2010 - June 30, 2016
2.	Carpe Diem Collegiate High School	July 01, 2010 - June 30, 2016
3.	Desert View Academy	July 01, 2010 - June 30, 2016

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective March 01, 2011:

	Participating Entity	**Membership Term**
1.	Town of Taylor	March 01, 2014 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective July 01, 2011:

	Participating Entity	**Membership Term**
1.	Summit Fire District	July 01, 2011 - June 30, 2017

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2012:

	Participating Entity	**Membership Term**
1.	Town of Snowflake	January 01, 2012 - June 30, 2018

Participating Entity - Rural Arizona Group Health Trust as authorized and approved by the RAGHT Board of Trustees effective January 01, 2014:

	Participating Entity	**Membership Term**
1.	City of Tombstone	January 01, 2014 - June 30, 2017

TOWN OF CAREFREE
STAFF REPORT

MEETING DATE: July 02, 2024

SUBJECT: **Review, discussion and reconsideration for possible action to adopt the Carefree General Plan, a long range vision and policy document for development and sustainability in the Town of Carefree, and submit to the voters of Carefree at the November 5, 2024, General Election. This item was placed on the Town Council agenda per the Town Code for further discussion and consideration. Public comments will be taken.**

PREPARED BY: Stacey Bridge-Denzak, Planning Director & Zoning Administrator

SUMMARY:

The General Plan being reconsidered for adoption on July 2, 2024, began its update process in November 2022, with an end goal of ratification by the Carefree voters in the general election to be held on November 5, 2024. Following a public hearing on June 4, 2024, the Town Council failed to adopt by Supermajority the final draft of the General Plan intended for voters to ratify. Subsequent to this meeting, members of the Town Council requested the Mayor, per Town Code, place the adoption of the General Plan onto the July 2, 2024 regular meeting agenda in an effort to possibly include language modifications to further incorporate citizen comments made at the June public hearing.

On June 4th, Matt Klyszeiko of Michael Baker International presented a summary of the General Plan Update process including its timeline, outreach efforts, Plan structure, and summary of the Planning Commission meeting. Mr. Klyszeiko explained that the Northwest corner Special Planning Area (SPA) was a primary focus of discussion at the Commission meeting ultimately with a recommendation to Town Council to replace all language associated with the SPA in the General Plan draft. Following Mr. Klyszeiko's presentation, Mayor Crane recommended removal of the SPA and suggested supportive language that recognizes this corner as a revenue-generating opportunity and that allows for more citizen engagement. Councilmember Amoroso defended the original approval of the SPA rejecting the notion that the process was not transparent as a reason to remove the SPA from the General Plan draft. She further explained that there will be opportunities to provide citizen input during the rezone process. Lastly, if the community is still not in agreement with the outcome of the rezone process, it is referable. In her opinion, it was poor public policy to defer financial decisions and believes this property adds fiscal value to the Town as an SPA. Vice Mayor Kroyer stated that it was important to protect the fiscal viability of the Town's Northeast and Northwest corners. Councilmember D'Aliesio stated that the current language is strict and strategic, allowing for absolute development expectations. He expressed the Town needs to move forward, which will allow for future public feedback. Councilmember Hatcher questioned the use as being too restrictive and the Town should consider something broader to allow for other development options and ideas. Councilmember Amoroso expressed concern that this was counter to the adjacent neighbors' expectations and a resort use provided for a strong revenue opportunity. Councilmember Hatcher answered that they may not be present when development eventually occurs. Councilmember D'Aliesio pointed out the restrictions were clear, the language was definitive and protects the residents, and felt the use was appropriate for the location. Councilmember Johnson relayed his discussions with the owner and the owner's thoughts about what he ultimately could develop. There is a process in place for public input and the SPA doesn't prohibit other ideas. Councilmember Hatcher reinforced that with a limited use it prohibits other opportunities. The Mayor concluded by stating that taking the SPA out does not preclude another type of use to come back which will allow for broader types of engagement. Vice Mayor Kroyer asked about the

development community's response to removing the SPA. Planning Director Stacey Bridge-Denzak responded a developer may be concerned about proposing a similar use since the Town removed it from its General Plan following its approval. Staff further pointed out that there has been no input from the community as to what they would like to see as a future use and no valid reason for removing it. The Mayor responded to remove the SPA had little implication to a future proposal and there is more interest today than when originally approved and people want to start from "ground zero". Ms. Bridge-Denzak concluded that the 19-month General Plan Update process provided residents with the opportunity to start from "ground zero" and no options or suggestions were offered or discussed. Discussion continued with Councilmembers debating whether to repeat the process allowing for potentially a similar outcome causing little delay to a developer and offering current residents engagement opportunities. Those opposed argued that the work has been done and a strict framework vetted by those directly impacted, and "ground zero" now begins with a rezone offering a detailed proposal allowing again for community feedback.

Following Council discussion, the public hearing was opened. Similar to the Planning and Zoning Commission hearing, most of the residents that spoke stated the Special Planning Area (SPA) should be removed asserting the original process was flawed, feared "another Hampton Inn", wanted greater opportunity for input, questioned the landowner's intentions, and noted that they do not oppose a commercial use and/or development at this corner. Those who favored the SPA felt the update process was very engaging and letting the voters decide the outcome of the SPA. An adjacent resident to the SPA parcels stated that this action directly affects him and the SPA language was a compromise agreed upon by those most impacted. Of the 16 residents that spoke, 13 were opposed to keeping the SPA in the plan and 3 were for it to remain. Three main themes became clear, for those who opposed the SPA, 1) felt they were ignored and not heard throughout the Update process; 2) were concerned about the user, the design and the quality of a future hospitality use; and 3) wanted to actively participate in Town development processes. In fact, the last resident who spoke stated, "SPA or no SPA, include the Town, include the residents in this process" and "give us a seat at the table."

After the public hearing was closed, further discussion ensued regarding the Special Planning Area (SPA) as to whether it should remain or be removed. Mr. Klyszeiko was asked if there is an option to remove the SPA but to maintain the conditions associated with the language as suggested by Councilmember Hatcher. He clarified that the language associated with the use should be removed as well. Mr. Klyszeiko also added that it is awkward to leave everything in but change the color on the map. Mayor Crane responded that if the SPA is out the agreed upon limitations will still be present. Councilmember Amoroso then asked if all agree, why are we taking it out as she hasn't heard from the public valid reasons why and stating lack of transparency is factually false and future opportunities will be available with a rezone proposal. Councilmember Hatcher disagreed, and felt this offered a developer a clean slate but conditional. Mayor Crane entertained a motion to remove the SPA and include additional language. No motion was made. The Mayor then requested a motion to approve with the SPA to remain. The motion was made by Councilmember D'Aliesio. Councilmember Hatcher added an amendment to the motion to remove the SPA but leave in the 9 conditions in the plan today. Vice Mayor Kroyer questioned why have guidelines for something that is not in the plan. Mr. Klyszeiko stated people were getting stuck on "winning" and not on the end goal of moving the plan to the voters. In his opinion, people were getting hung up on the color on a map and ultimately unwilling to compromise, when it's the text that matters. In or out, one side needs to give in order to move the plan forward, but at the same time understand they will be held accountable to the other side's concerns in the future. Mr. Klyszeiko added if the General Plan doesn't move forward to the ballot, state law requires a continued effort to approve. Based on the hardline positions expressed, how will this change concluding it's all about the follow through. The Vice Mayor asked Mr. Klyszeiko's opinion to maintain the SPA or remove it. He answered with everything discussed throughout the process, it would lead one to ultimately incorporate a SPA; it is good planning. But he also understands the influence of those attending the hearings and acknowledging their wishes. Vice Mayor Kroyer felt her question was not answered. Mr. Klyszeiko

then clarified that as a planner the SPA addresses all the challenges expressed from a planning standpoint. The Mayor then added his proposed language lays the foundation for a future amendment. Mr. Klyszeiko did not disagree but offered it leaves it open to any land use amendment to be proposed. The Mayor continued, even if the SPA is taken out, the SPA conditions will carry on in future discussions. Councilmember Amoroso reiterated her position based on feedback and future opportunities for participation. The Mayor expressed that if residents feel ignored now, how should they trust that they will be heard in the future? Again, Councilmember Amoroso disputed the notion the Town was not transparent and stated that there is no evidence to suggest that is the case. Councilmember D'Aliesio did not accept Councilmember Hatcher's amendment. At that point the Mayor called for a roll call vote on Councilmember D'Aliesio's motion. The vote was 4 to 3 to approve the draft; however, 5 votes were needed to place the General Plan on the November ballot. Councilmember Hatcher asked for clarification on the role of an SPA, and Mr. Klyszeiko explained the SPA process and purpose.

This report is a summary of general feedback, and not a transcript of the meeting. Staff strongly encourages Town Council to watch the YouTube of this public hearing at https://www.youtube.com/@CarefreeAZgov (June 4, 2024 -- Town Council Meeting), even if you were present to hear the full account of what transpired.

In an effort to respond to resident opposition to the Special Planning Area (SPA), and similar to open space, water, and mixed-use concerns, staff revisited the SPA language as attached to this report. Specifically, the Land Use Map was revised to exclude the two northern parcels nearest the residents who were concerned about access onto Languid Lane. On page 25 of the Draft, language was added to support the notions that quality design is a top priority for Carefree residents as well as any proposed development shall be fully vetted in a very public and engaging process. Page 27 refines the SPA language by tightening the development conditions regarding an effective landscape buffer to the west, excludes architecture that is not building and site specific such as brand-specific production designs, restricts building heights adjacent to residential, eliminates any access opportunity to Languid Lane, considers parking lot impacts, and reinforces Dark Skies expectations regarding site lighting. Page 37 reinforces in the Northwest corner SPA goals 1) requiring design guidelines to ensure the development is high-quality and unique, and 2) requiring public engagement that is beyond the Town's Citizen Participation Ordinance requirements today. Both pages 27 and 37 reinforce that a "Hampton Inn-like" hotel will not be possible, and the public process shall be very transparent. Lastly, Page 80 refines the goal regarding a citizen group similar to the recent Signage Stakeholder Committee ensuring a "seat at the table". The group will provide input to the developer and be a conduit of information to the community. The proposal also adds a new action item to form a Stakeholder Committee to revisit the Town's Citizen Participation Ordinance and address outreach options relevant to today's public engagement interest.

The General Plan is being brought to Town Council for reconsideration as previously considered at the June 4, 2024 meeting. The General Plan in its current form was unacceptable, and the attached edits as suggested above are possible amendments to be considered.

ACTION NEEDED:
Reconsideration and vote to adopt the Carefree General Plan with/without conditions and submit it to the voters for ratification at the November 5, 2024, general election.

Attachments

Attachment 1 - June Public Hearing Draft General Plan
Attachment 2 - Proposed Edits to June Public Hearing Draft
Attachment 3 - Draft Resolution
Land Use Map

Town of Carefree General Plan



JUNE 2024

Public Hearing Draft

Adoption

Planning and Zoning Commission
May 13, 2024

Town Council Adopted Resolution
XXXXXX

Ratified by Carefree Voters
XXXXXX

CAREFREE
ARIZONA

Acknowledgments

Town Council

John Crane, Mayor
Cheryl Kroyer, Vice Mayor
Sheila Amoroso, Councilmember
Vince D'Aliesio, Councilmember
Stephen Hatcher, Councilmember
Michael Johnson, Councilmember
Clint Miller, Councilmember

Planning & Zoning Commission

Tom Cross, Chairperson
Mary Roberts, Vice Chairperson
Peter Burns, Commissioner
Karen Dahlman, Commissioner
Susie Dymoke, Commissioner
Lon Johnson, Commissioner
Sharon P. Smith, Commissioner
(Ralph Ferro, past Commissioner)

Town Staff

Gary Neiss, Town Administrator
Kandace French Contreras, Town Clerk
Stacey Bridge-Denzak, RLA, CA, Planning Director & Zoning Administrator
Samantha Gesell, Planning Clerk
Madisyn Garrett, Communications Manager
Steve Prokopek, Economic Development Director

Greg Crossman, Carefree Water Company

Consultant

Michael Baker International

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1 Introduction

The Sonoran Desert at its Finest

Foreward

"Someday I would like to plan and build a town from scratch," said Tom Darlington to K.T. Palmer in 1946. Carefree's two founders had a "dream of a completely planned model community (which) could not be forced upon an existing settlement, however small"... Fifteen years later, with the community laid out, Palmer stated that Carefree was "even if I say so, an unusual town. The character of its residents, the construction of its homes and even its businesses are different than those found in the average community of its size." (Palmer, For Land's Sake, 1971: pp. 319, 352)

The intent of Tom Darlington and K.T. Palmer in planning Carefree and the aims and expectations of the General Plan set forth in 1988 have been well borne out to date. The Town Council's and the Planning and Zoning Commission's intent in the General Plan update continues to be consistent in perpetuating the visions of the Town's predecessors with only modest modifications as needed to address changing circumstances, primarily externally caused.

Purpose & Scope

What is a General Plan?

The General Plan acts as the primary foundation for advancing the Town into the future. Centered on a desired community vision, the General Plan is supported with subsequent Goals, Policies, Actions and Framework Plans to help inform decision-making in a manner that is consistent with the long-term aspirations of the Town. The General Plan also informs the development and management of various Town codes, regulations, departmental plans, initiatives, and areas of focus to further ensure near-term decisions are aligned with the 10-20 year planning horizon of this plan.

Why do we need it?

As established by Arizona Revised Statutes (ARS §9-461.05), the primary purpose of a general plan is to institute guiding policies for the management and future growth of the Town across a series of required elements (i.e. topics). Shaped by extensive public engagement this plan serves as the community's expressed foundation for land use and zoning decisions while also providing an outline for public investment and private development. State Law requires every community to have a General Plan and to update it every 10 years. The Town of Carefree's last General Plan update was completed in 2012. This state mandated update process was conducted in conformance with all statutory requirements as outlined in ARS §9-461.06 including the incorporation of the following required (indicated with *) and elective elements : Land Use*, Growth*, Circulation*, Open Space*, Environmental Planning*, Water Resources*, Cost of Development*, Economic Development, and Public Services & Facilities.

How will it be used?

Per Arizona law, the General Plan guides land use and zoning decisions by the Town. While the General Plan does not change existing zoning, future zoning changes must conform to the General Plan. The public is encouraged to consult the General Plan, as it provides specific information concerning the types of land use, transportation, and open spaces the Town encourages, as well as provides information and recommendations to Town decision-makers regarding the existing quality of life and lifestyles enjoyed by residents and visitors. Beyond the Town's government, the General Plan may also be used by various other stakeholders such as residents, local businesses, and community groups to understand the future vision for the Town.

Planning Area & Regional Context

The Town of Carefree is located at the northern edge of the Phoenix Metropolitan Region in Maricopa County at the base of the local landmark peak, Black Mountain, and bordered by Continental Mountain to the north. Carefree sits between the Town of Cave Creek to the west and the northern neighborhoods of the City of Scottsdale to the east. Cave Creek Road, Tom Darlington Drive, Pima Road, and Carefree Highway provide direct access to the community from surroudning areas.

Figure 1: Regional Context

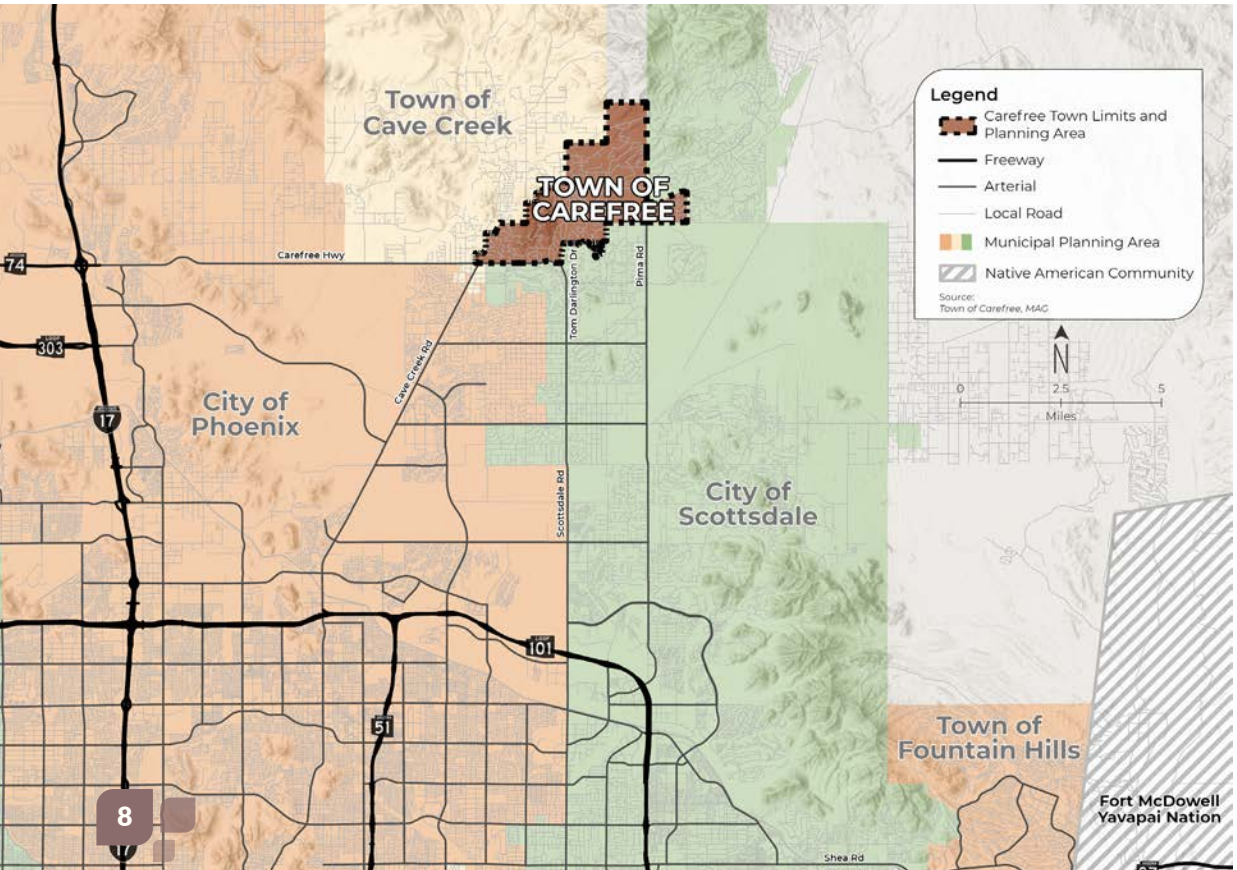
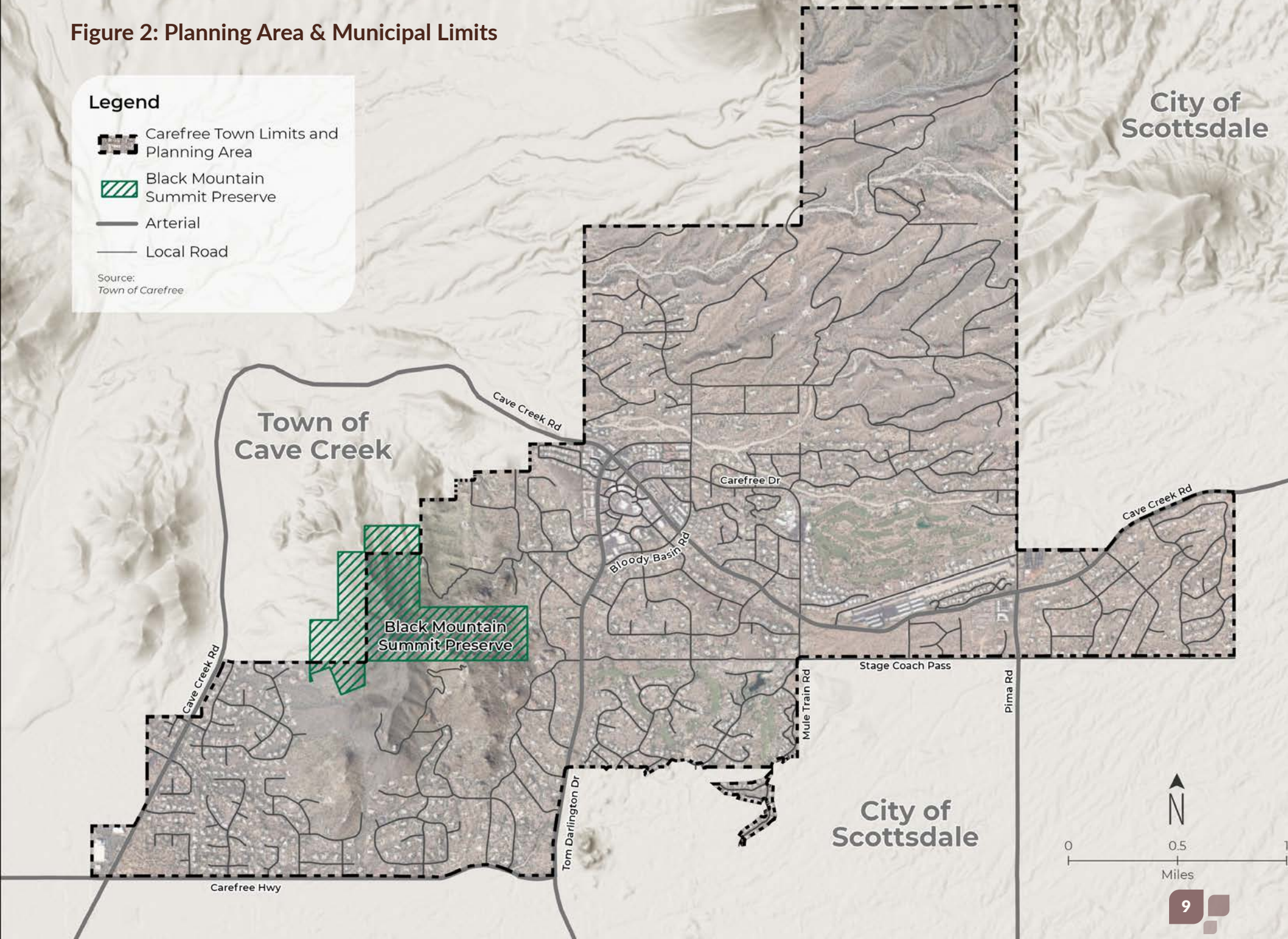


Figure 2: Planning Area & Municipal Limits

Figure 2: Planning Area & Municipal Limits





Tom Darlington & K.T. Palmer

Town History

Thomas D. Darlington (1904–1969) was originally from Centreville, Idaho. After graduating from Stanford University, he worked as a publicity agent in Delaware, then became General Manager for Hillspaugh Ltd. in Sheffield, England. He became the plant manager for Garrett Corporation's Air Research in Phoenix during World War II and decided to stay in Arizona after the war.

Kenyon Turner (K.T.) Palmer (1899–1976) was born in Columbus, Mississippi and came to Arizona in 1920 from Illinois, expecting to die of tuberculosis within four or five years. After graduating with a law degree from the University of Arizona, in 1934, he homesteaded a 640-acre ranch on the western slope of Pinnacle Peak. Palmer owned and operated the largest second-hand merchandise and gun store in Arizona, became a respected lawyer, ran for U.S. Senator on the Republican ticket and traveled the world.

In 1946, Tom and K.T. met at a Kiwanis luncheon in the Adams Hotel in Phoenix, where the seminal idea of Carefree was born. Years later, both men found themselves working in a Scottsdale real estate office and their previously monumental dream was rekindled. Despite their differences, they both lived by the ideals of thrift, industry, honesty and loyalty. They carried out many expensive joint ventures on a simple handshake.

In 1955, a 400-acre goat farm north of Scottsdale was found with an abundant well, and 2,200 surrounding acres were secured. K.T. named their joint business venture the Carefree Development Corp., and the name "Carefree" was regularly used to describe their vision of the Town they proposed. In 1958, the Darlington-Palmer building was finished in the downtown area (that building is now Town Hall) and in 1959, the iconic Sundial was completed.

History Timeline

1955 - Tom Darlington and K.T. Palmer open their first real estate office in Cave Creek, Darlington Palmer Realtors. They purchase the land that will become the Town of Carefree for $44,000.

1956 - The Carefree Development Corporation is created.

1958 - The Town's whimsical street names come to life during a dinner party in Phoenix. Palmer mentioned to the group that they had not yet selected names for the streets, and party guests began providing 'colorful' names for the new Town. Easy Street, Ho Hum Road, Lazy Lane, Nonchalant Avenue and Wampum Way (among others) allow the new venture to generate publicity for the unique development.

1959 - Architect Gerry Jones designs and builds the first home in Carefree, the DeMille house (Lot 139) on Bloody Basin Road. Jones wrote the Architectural Guidelines for Mountainside Design, setting out building principles for the community. He is credited with developing the extreme mountain architectural style, used to build many of the homes on and around Black Mountain.

1959 - The Sundial is completed. Commissioned by K.T. Palmer and designed by solar engineer Dr. John Yellott and architect Joe Wong, the metal gnomon (shadow-casting arm) points directly to the North Star, measures 62 ft. long and rises 35 ft. off the ground. The Carefree Sundial is the largest in North America, and the third largest in the world. When the sundial was installed, Carefree promoters adopted the slogan, "Where the sun marks time." - Frances C. Carlson, Cave Creek and Carefree, Arizona: A History of the Desert Foothills. Encanto Press, 1988.

1961 - Skyranch Airport opens as the first Arizona airport to offer residents fly-in access to their homes.

1962 - Desert Forest Golf Club opens. Designed by Robert "Red" Lawrence, it was the first desert golf layout in the Southwestern U.S., and the first course in the West to incorporate the desert itself into the course design, rather than imposing eastern designs onto the desert landscape.

1963 - Carefree International Restaurant opens. The 25-thousand square foot restaurant featured six dining rooms, each with unique cuisine options, a wine cellar, a central kitchen and a lobby. The concept was revolutionary but was only open for two years.

1963 - The Desert Forest Inn (Carefree Inn) opens for business in December. Designed as a high-end resort with 125 rooms, it was marketed to out-of-towners and celebrities. The hotel's Aquamaids were a popular draw for the upscale resort.

1968 - Arizona Film Commissioner Fred Graham builds Southwestern Studios. The 160-acre desert property featured three state-of-the-art soundstages, edit bays, a 35mm screening room, make-up and production facility, a Western Street and a back lot. Stage 1 was used to film The New Dick Van Dyke Show, starring Town resident Dick Van Dyke.

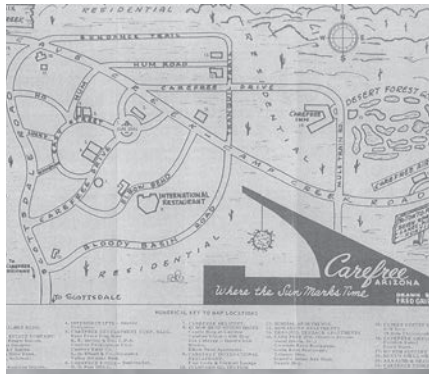
1968 - Spanish Village, a commercial project in the downtown area, was built by K.T. Palmer and Rex Howard. While the building was under construction, Dr. Levy (first name unknown) a physician from Milwaukee, WI, asked if he could purchase the future enterprise. Not wanting to sell, the entrepreneurs came up with an outrageous sales price – well above market value. Dr. Levy accepted the bloated sales price without a counter-offer. Dr. Levy's son managed the distinctive center and owned the Spanish Galleon and Cantina Restaurant.

1969 - Hugh Downs builds the first fly-in home at Skyranch Airport, designed by architect Gerry Jones.

1969 - Tom Darlington, while having dinner with friends, collapses and dies in the Spanish Galleon and Cantina in Spanish Village.

1950's

1960's









History Timeline

1970 - Gerry Jones designs the Slingman House, sited on three-and-one-half acres of boulders. He "bridged" the house over the boulders, creating the first bridge house in Arizona by moving one small boulder. His design saved thousands of dollars, as he used the boulders for bearing in lieu of a standard foundation.

1971 - Henry VanderHorst Berry joins Carefree Development Corporation as President and CEO. During his two years tenure, he completed the purchase of 160 acres from the State of Arizona to develop the planned mixed-use resort community "The Boulders".

1974 - Canadian singer-songwriter Gordon Lightfoot pens the song "Carefree Highway", the second single released from his album, Sundown. In October, it peaks at #10 on the Billboard Hot 100 and spends one week at #1 on the Easy Listening chart.

1976 - On Friday, March 26th, the Carefree Sundial is donated to the Town by the Kiwanis Club of Carefree. Two days prior to the deed transfer, the Kiwanis Club moved to dedicate the Sundial area to the only living founding father of Carefree, K.T. Palmer. As it stands today, the area surrounding the Sundial is officially named "K.T. Palmer Sundial Circle."

1976 - K.T. Palmer dies in Scottsdale.

1984 - Concerned about encroachment by the City of Scottsdale, Carefree incorporates as a Town. Merritt Bigelow becomes the Town's first mayor.

1992 - The Labyrinth at the Spirit in the Desert Retreat Center is completed. Located at 7415 East Elbow Bend Road, it is a part of a larger retreat center originally called the Estrem Center, as it was built upon land donated by Maybelle and Malcolm Estrem.

1993 - Thunderbird Artists hold their first Fine Art and Wine Festival in downtown Carefree.

1999 - Carefree Studios (formerly Southwestern Studios) is demolished and replaced with a retail center.

2001 - A dirt lot in the center of Town is transformed into the Carefree Desert Gardens, featuring walkways, bridges, water features and an amphitheater.

2008 - The Town's new Fire Station No. 1 and Emergency Operations Center is completed. The building is designed to meet the future needs of the area, and aesthetically relates to its natural surroundings.

2009 - Carefree celebrates its 25th anniversary on Saturday, October 3. The Town's motto is "Carefree. Where the sun marks time."

2011 - Carefree Desert Gardens are renovated as a gift from Mark and Juanita Wdowiak of Desert Foothills Landscaping. Their contribution allowed for the addition of a greater variety of plants, identification signage and a tour map.

2016 - In April, the Kiwanis Splash Pad opens in the Carefree Desert Gardens. Featuring a unique water scorpion, the nature-inspired play area was donated to the Town by the Kiwanis Club of Carefree.

2022 - Hampton Inn by Hilton opens in Carefree Town Center.

2024 - The Town of Carefree celebrates its 40th Anniversary and the 65th Anniversary of the Sundial.

1970's 1990's-1980's 2020's-2010's-2000's









Public Engagement

Public input is critical to the development of this General Plan. As part of the larger planning process, the General Plan update included a comprehensive public engagement strategy. This strategy employed the use of a community survey, four community workshops, four virtual workshops, and pop-up booths at the Town Post Office.

The first community workshop was centered around the desired community vision and establishing an understanding of existing conditions in the Town. This round also included the community survey completed by 362 people. Following the visioning and existing conditions, the second workshop focused on evaluating the existing General Plan goals and identifying critical topics in the community. From the community survey, the top 4 major trends that emerged focused on traffic congestion, open space preservation, maintaining semi-rural character, and Town fiscal responsibility. The third community workshop dived deeper into the policies related to the goals that were of greatest concern to residents. The fourth community workshop functioned to have a more in-depth conversation and focus on community open space. Topics explored types of open space, where open space should be preserved, and what expectations the community had around open space. Each in-person community workshop was accompanied with a virtual workshop component that shared the same information and allowed for the same feedback opportunities for residents to complete at home.

The project also had regular notifications via the Carefree Connection app and social media accounts, updates in the community newsletter, handouts in the mail, small group meetings with Town residents and stakeholders, and a comprehensive website page to reach out and inform the greater community.







Planning Framework

Carefree is a unique semi-rural small town nestled among vegetated sloping foothills of the Upper Sonoran Desert. The Town was master planned to be entirely distinctive from the surrounding communities. This distinction is reflected in many of the local street names, such as Easy Street, Ho Hum, Nonchalant and Peaceful Place. The Town is a community where residents enjoy a lifestyle that blends into the quiet of the natural desert. At the heart of Carefree is the Village Center and Sundial, where residents and visitors gather to work, shop, visit, eat, and recreate.

Carefree's founding fathers thoughtfully planned the community to include within its fabric select amenities, including a resort, a private airport, a private golf course and a unique shopping district located in the geographic center of the community. Complementing these land uses are a rich assortment of residential lifestyles, from townhomes and condominiums situated in its shopping district, to magnificent homes harmoniously placed within the splendor of the Upper Sonoran Desert.

Looking forward, the Town can address its evolving challenges and preserve its unique lifestyle by striving for sustained economic, social, and environmental prosperity. New economic opportunities should be targeted which enhance the community's sales tax base that provides additional security for the fiscal health of the Town. Residential and commercial neighborhoods should continue to be maintained and enhanced through appropriate infrastructure investment. Socially, strong community bonds should be supported by providing opportunities for enhanced citizen involvement. Additionally, development should be cognizant and reflective of its impact on the sensitive nature of the Upper Sonoran Desert. In doing so, the Town will be more capable of bringing to fruition its goals and objectives towards becoming an even more exceptional place to enjoy its diverse amenities and tranquil environment.

Vision

This vision statement reflects the desires and needs of the community as determined through the comprehensive planning process and results of the public outreach efforts. The vision statement reads as follows:

Carefree aspires to maintain its characteristics of a community with a high quality of life, a vibrant Town Center, and peaceful, well-designed semi-rural neighborhoods that blend into the natural terrain in a manner that is sensitive to native vegetation and wildlife.

From public input and components of the existing General Plan vision statement, the following values were further derived that represent more detailed aspects as to what Carefree holds to be important.

In realizing our Vision, it is important to our community that:

- We are a distinct, authentic, and welcoming Town.
- We respect our environment and are stewards of our open space and scenic amenities.
- We enjoy healthy, active lifestyles that are focused around our natural recreational opportunities.
- We are a safe place to live by meeting the community's need for connectivity and services.
- We all benefit from a prosperous economy and fiscal Town stability.

General Plan Organization

Scenic Community Character

- Land Use*
- Growth*
- Circulation*

Open Space & Environmental Stewardship

- Open Space*
- Environmental Planning*
- Water Resources*

Prosperity & Fiscal Responsibility

- Economic Development
- Public Services & Facilities
- Cost of Development*

Themes

In order to achieve this vision and emphasize the importance of the community's values, the General Plan utilizes a comprehensive theme approach to organize the document. This approach integrates traditional General Plan Elements to better highlight the true interconnected facets of the community that go beyond individual topics and speak to the inherent values of the Town. Collectively, each Theme addresses multiple General Plan Elements and emphasizes the true interdisciplinary nature of planning and more comprehensively addresses community needs.

Developed from public input around the vision, three collective themes emerged:

- Scenic Community Character
- Open Space & Environmental Stewardship
- Prosperity & Fiscal Stability

Each Theme is comprised of Elements or "topics", as seen to the left, related to planning, operation, and development. State mandated General Plan Elements are indicated with an "*".

Every Theme is supported with a series of Goals, Policies, and Actions that work to implement the desired Town Vision:

Goals – Goals are intended results, expressed in simple terms, for the plan's primary themes and elements. They represent overarching desired results of the plan.

Policies – A specific statement that guides activities in the Town, informs decision-making, and directs implementing actions to achieve a goal.

Actions – A measure, procedure, technique, or strategy intended to implement one or more policies to help reach a specified goal.

*State Mandated General Plan Element

2 Scenic Community Character



This Theme provides a framework that shapes the Town's identity through thoughtful land use planning, responsible growth management, and efficient circulation strategies. The content throughout this chapter is intended to effectively manage growth and development by drawing from and contributing to the community's distinct natural resources, heritage, low-density residential lifestyle, and existing infrastructure systems. Through context-sensitive land use policies, strategic growth initiatives, and comprehensive transportation planning, Carefree aspires to create a scenic community that seamlessly blends growth and progress with the preservation of our distinctive natural character.

Existing Conditions

Population Projections

The Town of Carefree has seen moderate, but steady growth for the past decade. Being landlocked by Cave Creek and Scottsdale, the Town's population is projected to start leveling out by 2040 as available vacant land becomes more limited. Per the most recent decennial census, Carefree's population in 2020 was 3,690.

Age

The largest age cohorts in the Town of Carefree fall within the ranges of people age 65 to 74 and 75 to 84 years as shown in **Figure 4**. These age cohorts make up 24.5% and 26.2% of the Town's population, respectively. This aligns with the Town's median age which is 69.4 and older than the State, County, and surrounding jurisdictions' median ages (see **Table 1**). Only 7.4% of the population of Carefree residents are under the age of 45.

Table 1: Age Comparison

Jurisdiction	Median Age
Carefree	**69.4**
Cave Creek	53.3
Fountain Hills	58.6
Paradise Valley	54.9
Phoenix	33.9
Scottsdale	47.7
Maricopa County	36.6
Arizona	37.9

Figure 3: Population Projections

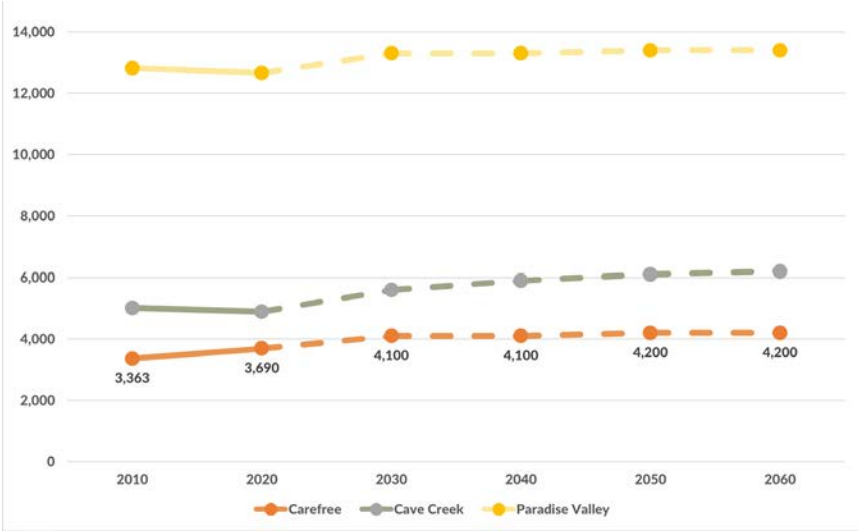
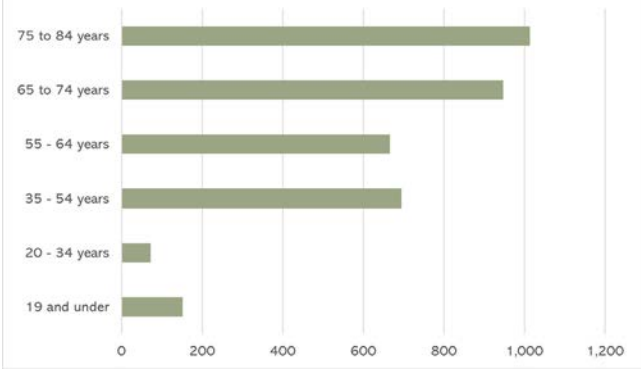


Figure 4: Age Cohorts



Source: US Census Bureau American Community Survey 2020 5 Year Estimates. U.S. Census Bureau, 2010 and 2020 Decennial Census, MAG June 2023 Socioeconomic Projections-Population & Employment.

Figure 5: Land Ownership Map

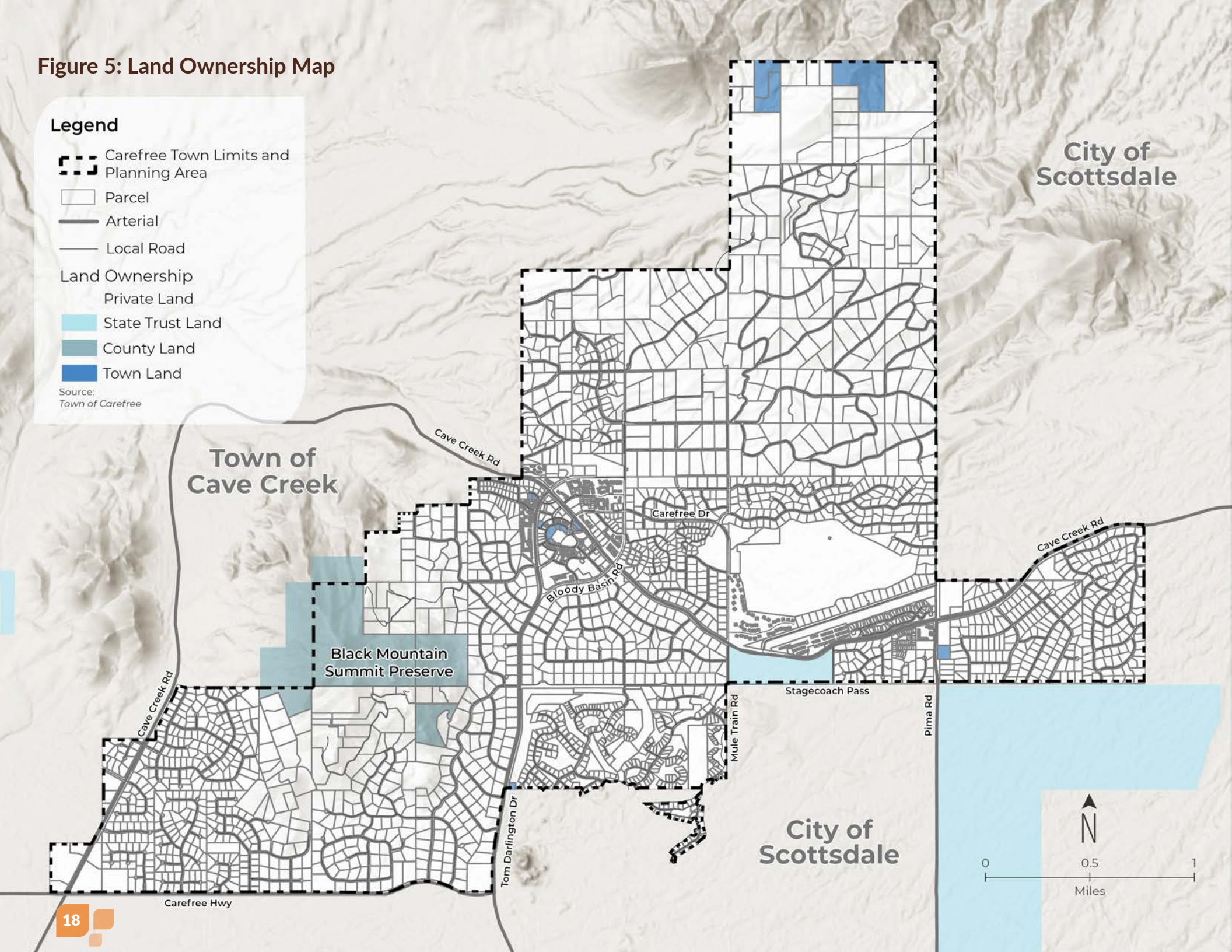


Figure 5:
Land Ownership Map

Race & Ethnicity

Of the 3,690 people who live in Carefree, approximately 98.8% identify as White. The remaining 1.2% of the residents in the Town include those who identify as Black/African American, American Indian/ Alaskan Native, Other, and Two or More Races. Given that the U.S. Census specifies that race and ethnicity are two separate and distinct attributes, evaluation of Carefree showed around 1.0% of the Town's population identifies as Hispanic or Latino.

Figure 6: Race

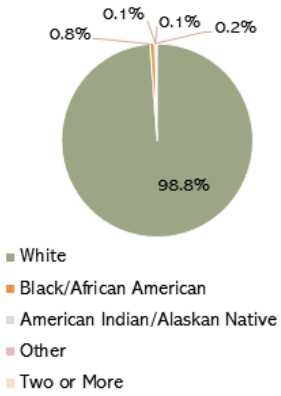
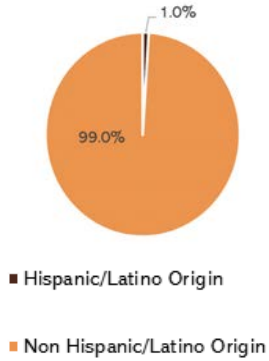


Figure 7: Ethnicity



Land Ownership

Land ownership across the Carefree Planning Area is primarily privately owned accounting for 93.7%. The Black Mountain Summit Preserve comprises 3.1% of the total 3.4% of Maricopa County owned land within the planning area. Town owned land accounts for approximately 2.1% of the planning area. Finally, the Arizona State Land Department (ASLD) manages State Trust Land, which encompasses the remaining 0.8% of the planning area just south of the airport and Cave Creek Road.

Table 2: Land Ownership

Description	Acres	% of Planning Area
Private Land	5284.73	93.7%
State Trust Land	45.31	0.8%
County Land	190.73	3.4%
Town Land	116.92	2.1%
Total	**5637.69**	**100.0%**

Households

Carefree has 1,918 total households. The Town's average household and family size is smaller than both the State and County and other comparison communities except Cave Creek.

Table 3: Households

	Total Households	Average Household Size	Average Family Size	Family Households
Carefree	**1,918**	**1.99**	**2.15**	**1,349**
Cave Creek	2,990	1.93	2.14	2,245
Fountain Hills	11,408	2.2	2.67	7,724
Paradise Valley	5,798	2.49	2.81	4,588
Phoenix	580,835	2.82	3.51	370,384
Scottsdale	117,974	2.15	2.77	65,823
Maricopa County	1,596,784	2.73	3.33	1,047,899
Arizona	2,643,430	2.65	3.26	1,720,736

Source: US Census Bureau American Community Survey 2020 5 Year Estimates. Land Ownership Data sourced from the US Bureau of Land Management.



Housing

Housing Age

Nearly two thirds of the housing stock in Carefree was built between 1960 and 1999.

Housing Type

Single unit housing types account collectively for 89.7% of the housing stock in Carefree. The remaining 10.3% accounts for the multiple unit housing located in few select locations throughout the Town.

Housing Tenure

The vast majority of the housing stock in Carefree is owner occupied, accounting for nearly 86% of total housing units. Renter occupied units only account for 14%.

Housing Occupancy

Nearly three quarters of the housing units in Carefree are occupied. The US Census Bureau categorizes vacant housing units inclusive of seasonal/2nd home units. Of the estimated 25.8% vacant units in Carefree, 19.4% are for seasonal, recreational, or occasional use, 1.4% are other vacant and 5% are for sale.

Figure 8: Housing Age

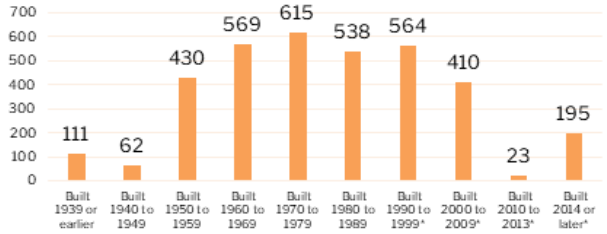


Figure 9: Housing Type

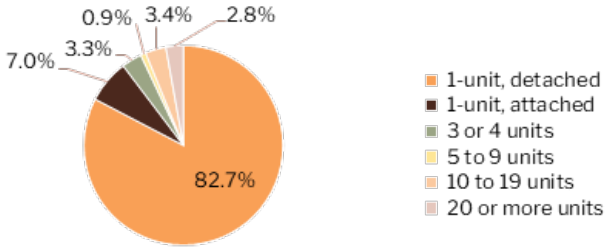


Figure 10: Housing Tenure

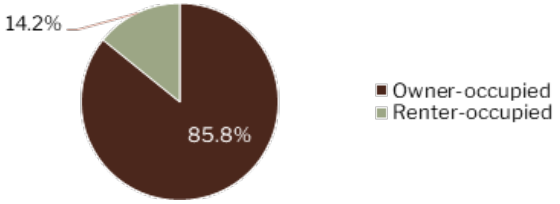
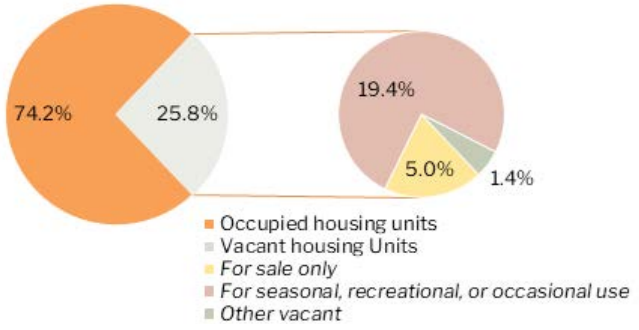


Figure 11: Housing Occupancy



Source: US Census Bureau American Community Survey 2020 5 Year Estimates. NOTE: Housing Age Data supplemented with Town records.

Planning Considerations

Preserving Community Character

By looking to its past a community can learn a lot about the vision its founders had when the community was first established. For Carefree, the Town's founders, K.T. Palmer and Tom Darlington, envisioned a fully planned community that was unlike those that surround it. In order to maintain the characteristics envisioned by the founders, the Town must find a balance of preservation and growth that is consistent with those visions, while also responding to the ever-changing circumstances in the world around it.

Cut-Through Traffic and Congestion

Continued growth in Carefree and surrounding areas in Cave Creek, Scottsdale, Phoenix and unincorporated areas in Maricopa County will continue to impact the Town, especially in terms of increased traffic on major streets. Additionally, with the use of mapping technology, drivers will continue to utilize alternative routes to get to their destination faster, likely at the expense of the Town's residential areas and local streets. Managing the increase in traffic as the Town and other municipalities around it continue to grow will be a vital part of maintaining the long-term vision of the community.

Approaching Buildout & Responsible Growth Management

As Carefree approaches build-out of available vacant land, the Town must take an effective approach to growth management that respects the Town's unique character and small-town charm all while focusing on ensuring development prioritizes open spaces and preserving the scenic desert landscape. Additionally, careful planning of infrastructure investments that support this growth will go a long way to ensure that Carefree remains a haven for residents and visitors who have come to appreciate its tranquil atmosphere and stunning surroundings.

Land Use Element

The Land Use Element is often the most visible Element of the General Plan; however, it is only one part of the Plan. The Land Use Element establishes goals, policies, and actions which further describe the general distribution, location, type, and relationship of all land uses within the Town. The supporting Land Use Map visually depicts the distribution, location and type of planned land uses within the community. It is important to note that the Land Use Map is not a Zoning Ordinance or Zoning Map. The Zoning Ordinance and associated Zoning Map are the legal instruments used to implement the Land Use Element by defining the more detailed parameters for the development of a parcel of land.

Figure 12: Land Use Distribution

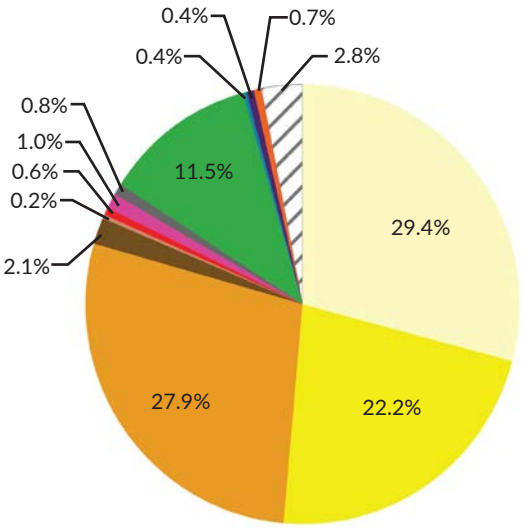


Table 4: Land Use

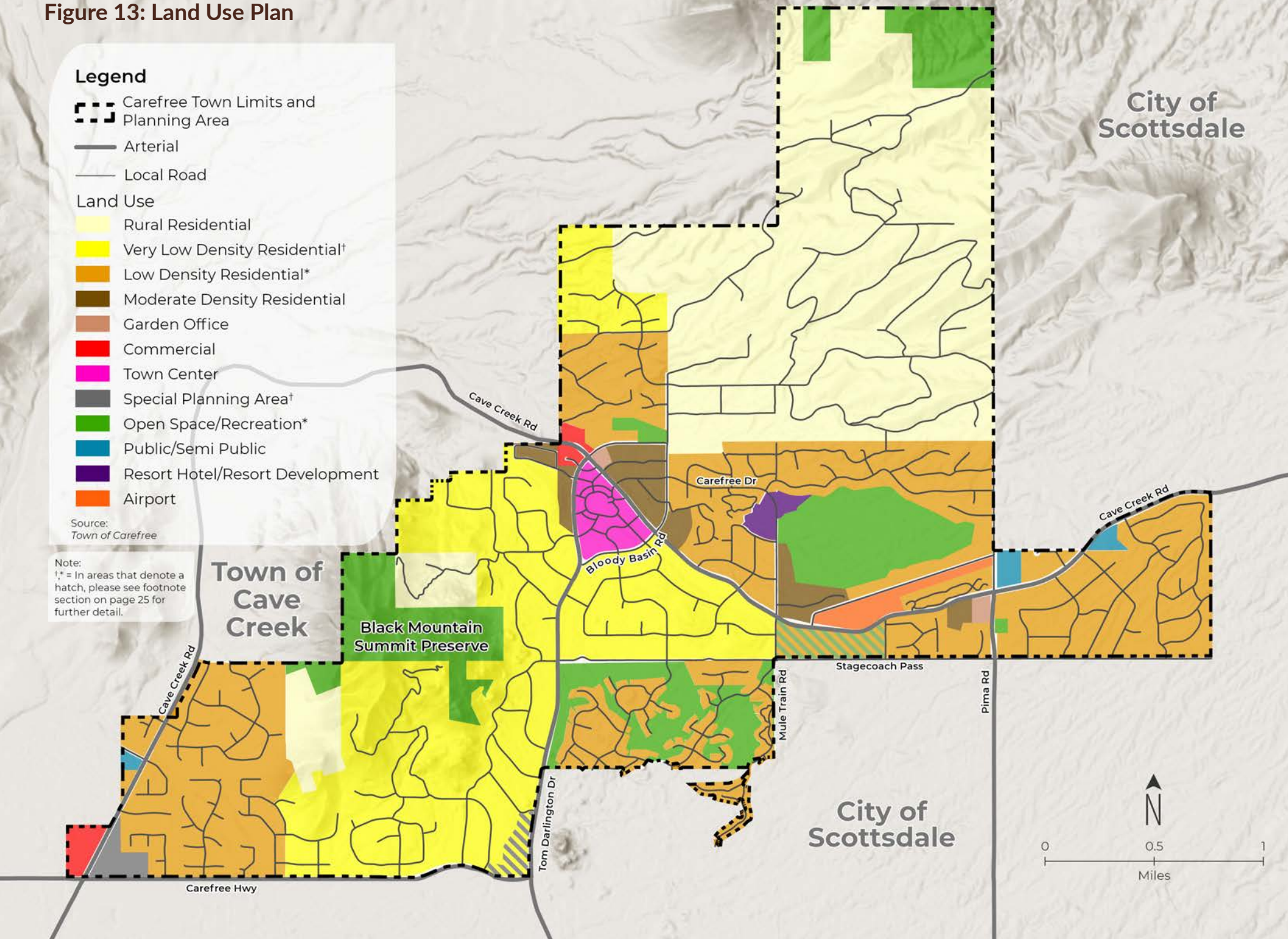
Designation	Acres	SQMI	Percent of Planning Area
Rural Residential	1,658.47	2.59	29.4%
Very Low Density Residential	1,249.04	1.95	22.2%
Low Density Residential	1,574.39	2.46	27.9%
Moderate Density Residential	119.71	0.19	2.1%
Garden Office	9.69	0.02	0.2%
Commercial	31.97	0.05	0.6%
Town Center	57.62	0.09	1.0%
Special Planning Area	43.02	0.07	0.8%
Open Space/Recreation	650.64	1.02	11.5%
Public/Semi Public	23.04	0.04	0.4%
Resort Hotel/Resort Development	21.72	0.03	0.4%
Airport	37.57	0.06	0.7%
Right of Way (not a land use)	160.68	0.25	2.8%
Total	5,637.68	8.81	100.0%

Source: Town of Carefree

Figure 13: Land Use Plan

**In areas that denote a hatch, please see footnote on page 25 for further detail.*

Figure 13: Land Use Plan



Land Use Categories

Residential Land Uses

The following four Categories define the pure (no mixed use) residential land use designations within the community.



Rural Residential

Provides for large lot residential development.

Density: Approximately 5 acres per residence.



Very Low Density Residential

Provides for large lot residential development.

Density: Approximately 2 acres per residence.



Low Density Residential

Provides for large lot residential development.

Density: Approximately one acre per residence.



Moderate Density Residential

Provides for apartments, condominiums and townhomes.

Density: Maximum of approximately 7 units per acre.

Non- Residential Land Uses

Non-Residential Land Uses include all land uses that are not residential or that are intended to provide associated services to residential uses.



Garden Office

Small areas of garden offices provide medical/dental and other professional offices and ancillary uses to supplement the Town Center in servicing residents.



Commercial

Includes a wide range of commercial, office and service uses.



Town Center

This category allows mixed uses and offices and public/ semipublic uses within the area bounded by Bloody Basin, Cave Creek Road and Tom Darlington Drive.



Resort and Resort Hotel

Provides for a major resort or resort hotel, with associated retail, service and recreational uses.



Public/Semi-Public

All special land uses that are Public/Semi-Public land uses, such as fire and police stations, places of worship, libraries, museums, other public buildings and/or compatible special land uses.



Airport

A land use category designated for airport and airport storage, service and maintenance uses.



Open Space/Recreation

This designation is for publicly or privately-owned land utilized primarily for environmental protection or recreational purposes. In most instances, this land is to be preserved in its natural state unless minimally developed as more specifically defined and regulated by **Figure 17** – Open Space Map. *See "Type of Open Space" on page 48 for more detailed descriptions of specific open space land use types.*

Footnote

†In this area that denotes a hatch of two land use types, Very Low Density Residential and Special Planning Area. Either land use type may be acceptable based on a formal zoning or development request for the subject area.

*This area denotes State Trust Land. Zoning entitlement for this land currently allows for single-family residential development. This plan does not remove this existing development ability and maintains a Low-Density Residential land use designation. If through future public auction this land is acquired at fair market value by a conservation focused group for the benefit of Carefree, this hatch reflects the intent to dedicate this land as Conservation Open Space as further detailed on page 48.

Special Planning Area (SPA)

SPAs denote unique areas within the Town that based on their attributes require more detailed master planning efforts to ensure for compatibility with the goals and policies of this plan. Detailed planning for such areas shall be completed in tandem with a zoning or development request for the subject area. The enhanced planning process shall at minimum consider:

- The surrounding context in which the area exists, and any external influences that will affect future growth or investment.
- Current and future market conditions that may affect investment activity and specific ways that they can be harnessed or reversed.
- Unique environmental conditions such as important natural features and viewsheds that may need to be worked through or around.
- Unique architecture, or design features, that need to be incorporated into proposed development.
- Key linkages between the subject area and other neighborhood and/or activity centers in town.
- Regulatory provisions that may discourage, impede or prevent context-sensitive, low-impact, smart growth development initiatives.

The Carefree General Plan identifies two SPAs: The 1) Northeast Corner of Carefree Highway and Cave Creek Road and 2) Northwest Corner of Carefree Highway and Tom Darlington Drive. See the Growth Element on page 26 for further detail regarding specific planning considerations associated with these defined areas, as well as Goal SC-10 and Goal SC-11.

Growth Element

ARS 9-461.06 requires “specifically identifying areas, if any that are particularly suitable for planned multimodal transportation and infrastructure expansion and improvements designed to support a planned concentration of a variety of uses such as residential, office, commercial, tourism and industrial uses.”

Given Carefree’s limited size, semi-rural character, and overall development pattern, no such areas exist within the Town. However, the Growth Element addresses the need to protect the Town’s identity through planning for compatible and efficient development, within areas experiencing growth pressure. Through the analysis of undeveloped portions of the Town, infrastructure conditions, previous growth areas, business make-up, and economic growth estimates, this element does not seek to concentrate intensity, but rather guide and manage future development within select areas that maintain unique qualities, such as their location and size, availability of developable land, non-residential tax base potential, compatible zoning, transportation systems, and infrastructure to potentially serve the anticipated needs of the Town in collaboration with the local needs of the identified area itself.

New growth should be coordinated to promote the interests of the Town overall by becoming more socially, environmentally, and economically sustainable. To that end, development within the following identified areas should be individually evaluated to ensure the area is particularly suitable for existing or expanded infrastructure and accessible to compatible land uses whilst maintaining the Town’s commitment to preserving and protecting the beauty of the surrounding environment.

Growth Management

Town Center

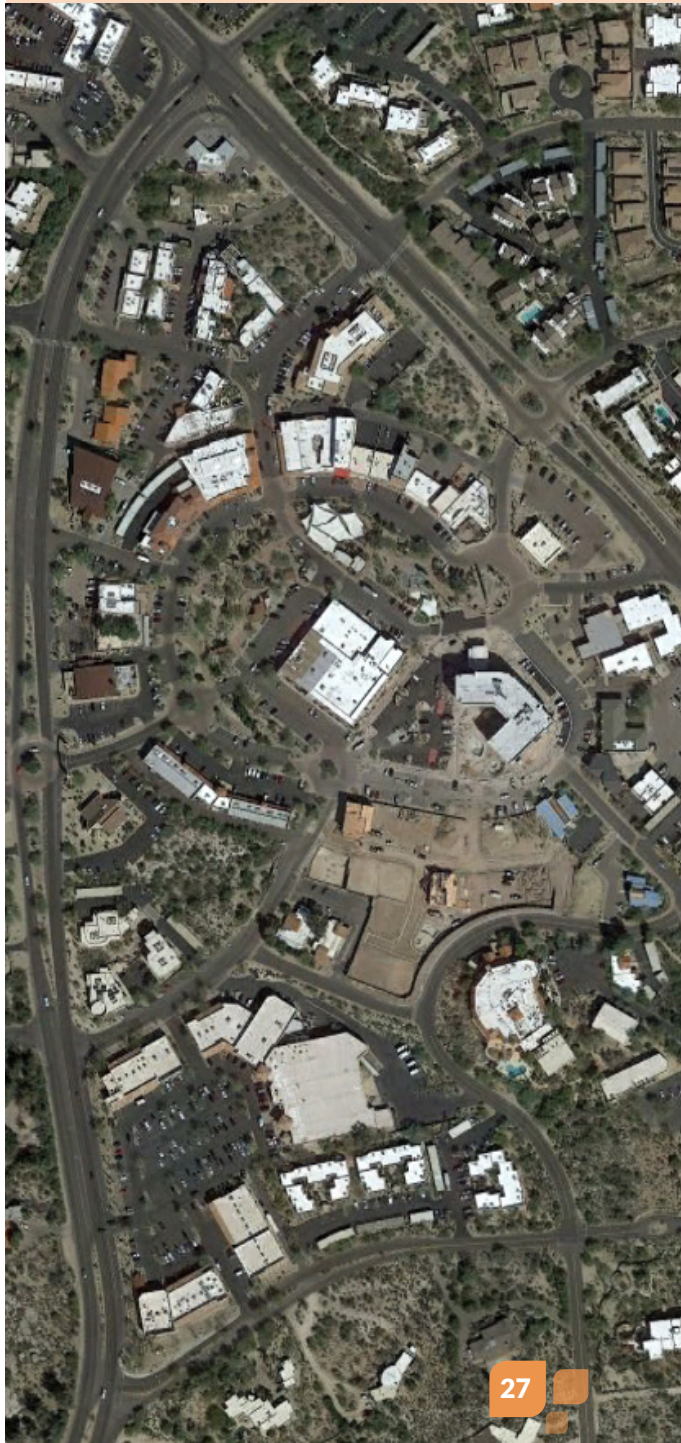
The Town Center (a.k.a Village Center) is Carefree's primary commercial core and comprises a diverse array of businesses. This commercial and residential area contains shops, restaurants, a grocery store, hotel, hardware store and a variety of service businesses, which primarily serve residents and visitors in the local region. Opportunities continue to exist in the Town Center for a mix of uses that would allow for a quality live-work-play relationship.

Northeast Corner of Carefree Highway and Cave Creek Road

This area originally contained approximately 220 acres. Subsequently, much of this land has developed as low density residential, with the exception of the immediate northeast corner of this intersection, which now comprises approximately 23 acres. Given the recent rezonings in nearby Phoenix and Cave Creek to more intense commercial uses, a more compatible residential and/or non-residential land use is expected that: (1) provides for the preservation of the natural wash in accordance with floodplain regulations, (2) establishes an adequate open space buffer to the low density residential uses on the north and east, and (3) provides an economically sustainable land use that would complement the evolving commercial uses in surrounding Phoenix and Cave Creek.

Northwest Corner of Carefree Highway and Tom Darlington Drive

The area is comprised of approximately 21 acres with frontage along Tom Darlington Drive and/or Carefree Highway. While the property is currently zoned for low-density residential (i.e. R-70) and thus can develop in this manner, given the proximity to more intense uses to the south and the east, and primary access via arterial streets, a more economically sustainable, destination-based low-profile casita style resort use, with limited compatible commercial retail uses could be appropriate, provided that the development: 1) Establishes an effective open space buffer to the very low density residential neighborhood to the west; 2) Provides for the continued preservation of the natural wash in accordance with floodplain regulations and the Carefree 3B Final Plat; 3) Supports the Town's fiscal and economic development goals, and aligns with the evolving commercial nature and resort lifestyle found in the area; 4) Utilizes high quality architectural character contextual materials, desert colors, all sited uniquely into the existing landforms complementing the existing adjacent and nearby uses, and avoiding commercially branded architecture to provide a unique and cohesive design character; 5) Utilizes massing, building heights of 30' or less and density to minimize site disturbance and while taking into account proximity to adjacent uses, and is thoughtful of adjacent homeowner views to prominent land forms ; 6) Focuses retail components east and south of the existing wash, or where not to have an impact on existing residential; 7) Incorporates the natural Sonoran Desert landscape; 8) Prohibits any access to Whileaway Road and only residential access onto Languid Lane. Commercial or delivery access onto Languid is prohibited and any emergency only ingress/egress to Languid Lane is via controlled access only; 9) there shall be no drive through uses, gas stations/car washes/garages, storage facilities, box stores, fast-food pads, and/or outdoor recreational courts.



Circulation Element

The Circulation Element contains general information on existing streets, pedestrian, and bicycle routes. It presents a framework which correlates with the Land Use Element, and outlines the community's desire to provide safe, efficient, quality streets and pathways that serve local residents and businesses, preserve Carefree's unique character, and increase opportunities for safe and efficient pedestrian and non-motorized mobility.

Regional Transportation System

The regional transportation system links Carefree to the Phoenix Metropolitan Area by the following north-south arterials managed by adjoining municipalities: Cave Creek Road, Tom Darlington Road/Scottsdale Road and Pima Road, which provide access to the Loop 101, located approximately 10 miles to the south. Carefree Highway is an east-west arterial that links Carefree to Interstate I-17 approximately 10 miles west of Town. The Maricopa Association of Governments (MAG) Regional Transportation Plan includes a program supported by regional funding for improvements and maintenance of these regional roads outside of Town limits.

Roadways

Arterial Streets

Arterial streets are principal roadways for accessing the Town and its commercial areas. The typical right-of-way width varies from 110 feet to 130 feet with up to 72 feet of pavement, 2 lanes in each direction and up to 16 ft. wide medians landscaped with drought-tolerant plants and native vegetation.

Arterial streets located within Carefree's municipal boundaries include the following:

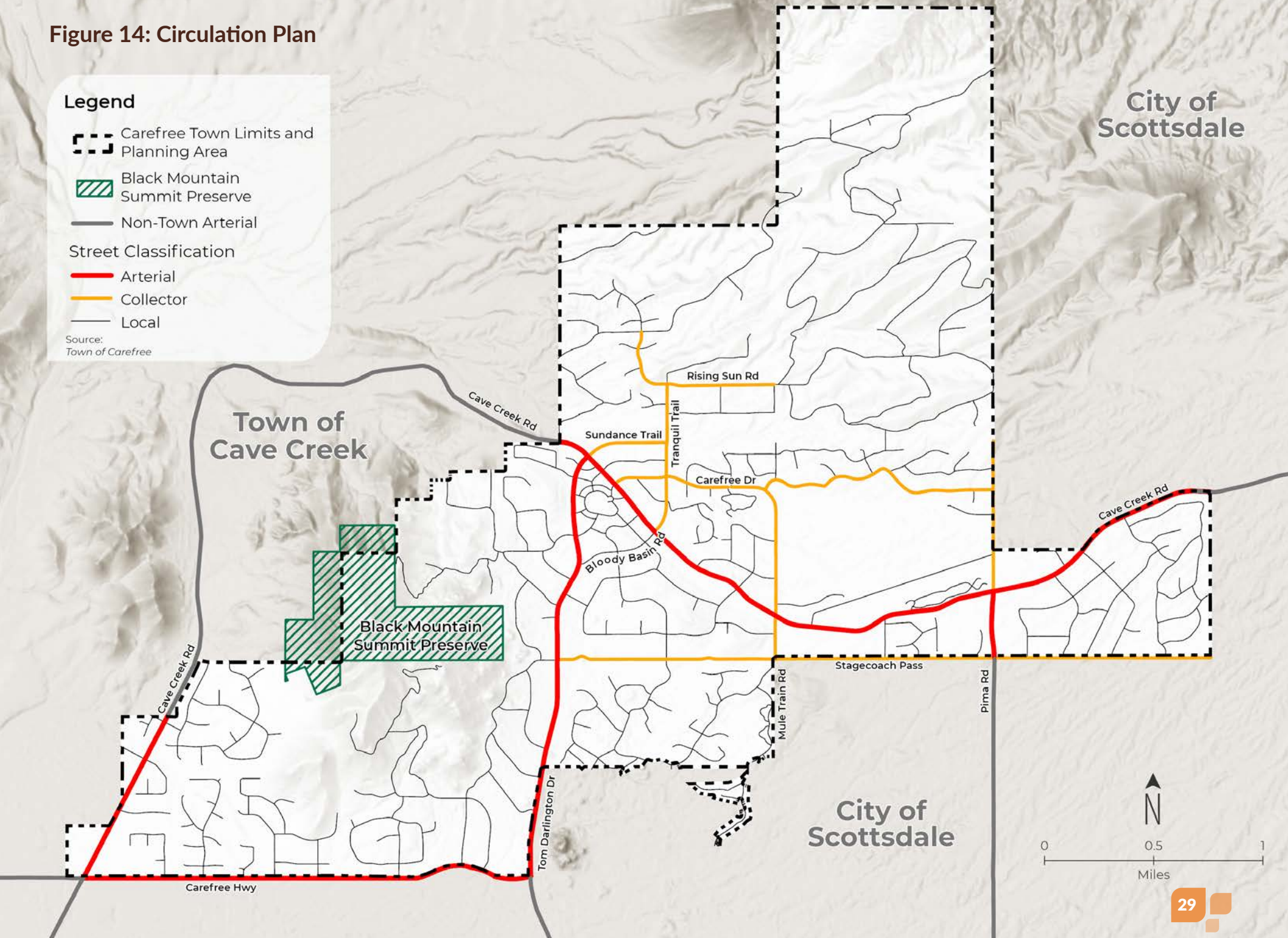
- Tom Darlington Drive north of Leisure Lane to Cave Creek Road
- Cave Creek Road West of Scopa Trail to the Town's eastern boundary
- Cave Creek Road north of Carefree Highway to the Town limits
- Pima Road from Cave Creek Road to the Town's southern boundary

Carefree Highway, though not located in or maintained by Carefree, is still considered an arterial street because of its nature as a primary access route into Carefree.

Figure 14: Circulation Plan

NOTE: Stagecoach Pass east of Mule Train Road is in the City of Scottsdale Right-of-Way and not within Carefree

Figure 14: Circulation Plan



There are opportunities for non-vehicular routes to be implemented along arterial streets to service local residents, draw bicyclists and visitors from surrounding communities to Carefree's Town Center, and improve linkages between CIVANA Wellness Resort and/or the Boulders Resort and the Town Center and between residential neighborhoods and commercial areas.

Collector Streets

Collector streets collect traffic from the local street system and deliver it to the arterial street system. Primarily, they service residential uses, but in some cases they abut non-residential uses such as the CIVANA Wellness Resort. Collector streets typically consist of 50 to 80-feet right-of-way width, 28 to 48 feet of pavement width and one lane in each direction.

The following is a list of Carefree's collector streets:

- Carefree Drive from Cave Creek Road to Mule Train Road
- Sundance Trail
- Tranquil Trail from Cave Creek Road to Rising Sun Road
- Rising Sun Road from Stevens Road to Cow Track Drive
- Stagecoach Pass from Tom Darlington Drive to eastern boundary
- Mule Train Road from Stagecoach Pass to Carefree Drive
- Pima Road north of Cave Creek Road

There are opportunities for non-vehicular, multi-use trails to be implemented along certain segments of collector streets to improve linkages between the Town Center and nearby resorts and between residential neighborhoods and commercial areas.

Local Streets

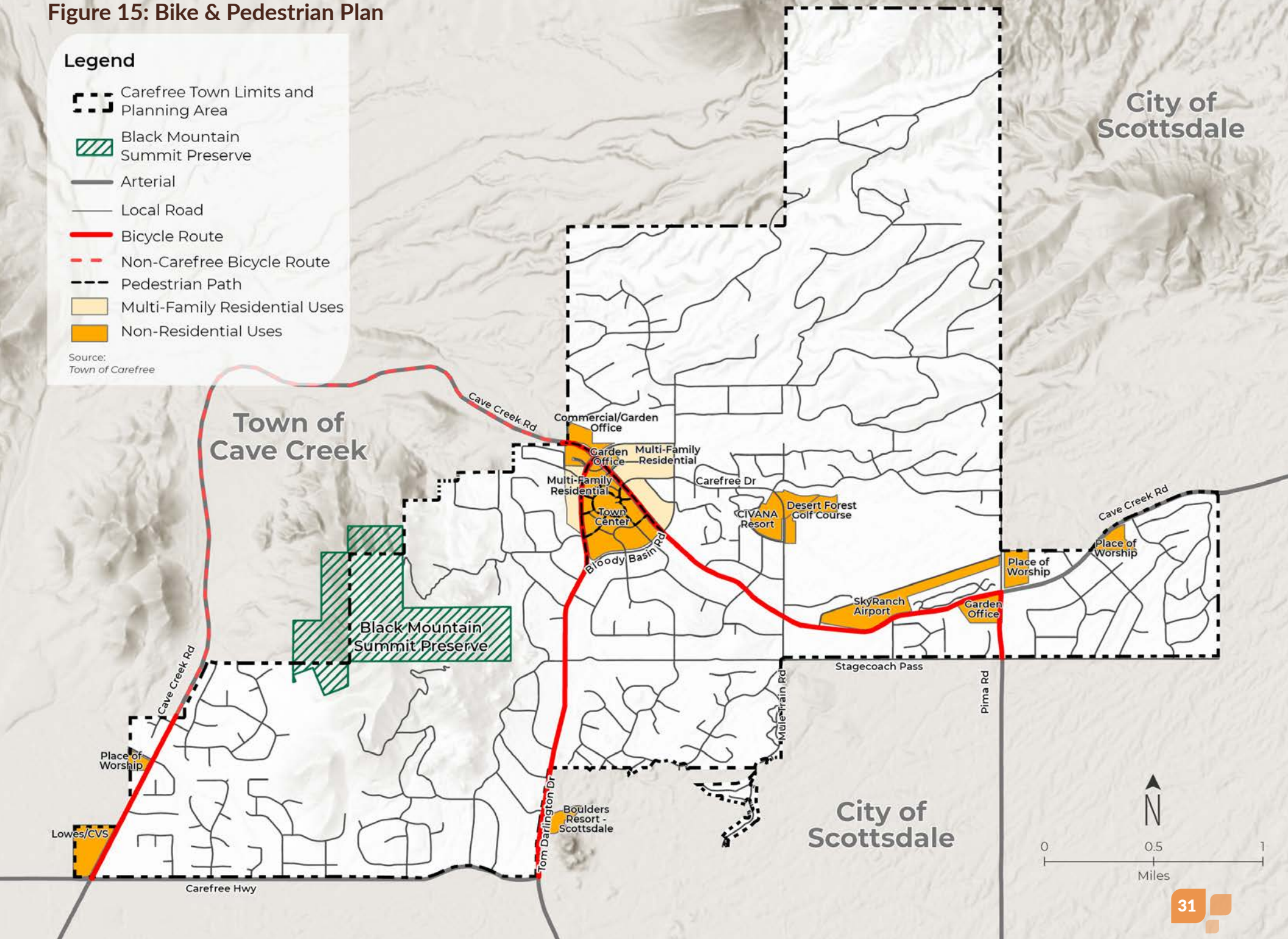
Local streets are the first tier of the Town's public roadways. They service primarily residential uses, but in some cases they abut non-residential uses, as is the case in the Town Center. Local streets typically consist of a 50 foot wide right-of-way, 28 feet of pavement width and one lane in each direction. They experience low traffic counts and offer ample opportunities for pedestrian, bicycle and equestrian travel.

Bikeways

As part of the circulation framework Carefree will plan for the development of additional bikeways throughout the Town. Bikeways will be considered along roadways, including Carefree Highway between Cave Creek Road and Tom Darlington Drive (within City of Scottsdale), as well as along Mule Train Road and Carefree Drive. The design for each new bikeway will take place as funding is available, public access is approved, and coordination with adjacent municipalities and Maricopa County comes to fruition.

Figure 15:
Bike & Pedestrian Plan

Figure 15: Bike & Pedestrian Plan



Scenic Community Character Goals & Policies

Goal SC-1: Retain and strengthen the Town's unique identity, scenic rural character and small community feel.

Policies:

1. Support a range of land uses that balance maintaining the Town's low density scenic rural character with near-term and long-term revenue needs.
2. When applying land uses, utilize a gradual transition when locating less intense uses (i.e. residential) adjacent to more intense uses (i.e. commercial).
3. As development occurs, protect low density residential uses from the effects of any potential adjacent non-residential uses through application of natural open space buffers.
4. Promote the highest quality of development with excellence in architecture, construction, and appearance of all buildings.
    a. Ensure that all residential and non-residential development respect the Town's unique character in both architectural form and in site planning.
5. Manage the Town's Community Design Standards and Guidelines to require that the appearance and design of all new development promotes the Town's village center character and overall rural atmosphere.
    a. Ensure regulations and ordinances concerning the design and appearance of new development will use effective and precise language to ensure such requirements achieve their desired intent.
6. Ensure residential areas will enjoy peace and privacy as non-residential properties are developed by mitigating the impact of such uses (i.e. noise, traffic, lighting, etc.) on residential areas.
7. Encourage commercial development that meets the needs of residents and visitors and maintains the quality of life for residents to help promote the Town's village character and community feel.
8. Ensure that any zoning changes are consistent with the Future Land Use Map.

Goal SC-2: Integrate open space and promote sustainable design in the development of the Town that is conscious of environmental impact to preserve quality of life and the natural environment.

Policies:

1. Integrate natural open spaces into development, such as preserving significant washes, applying conservation easements, and planting native desert landscaping.
2. Encourage a native tree shade canopy using drought tolerant trees such as mesquites, ironwoods and palo verdes.
3. Promote the placement of buildings on lots to optimize access to incident solar energy and passive solar design.
4. Explore opportunities for rainwater harvesting, permeable pavement, solar water heating, and other sustainable development practices.

Goal SC-3: Protect scenic views (i.e. viewsheds) of regionally significant mountains and natural features, in or adjacent to the Town.

Policies:

1. Maintain the panoramic views throughout the Town with specific limits on development conditions such as building and wall heights, grading, disturbance areas, lot coverage, and setbacks so as not to impede significant views of surrounding mountains, ridgelines, boulder piles or other natural features in a manner that is consistent with private property rights.

    a. Consider viewsheds as part of the development review process, recognizing that mountain and natural scenic views are both a community and an individual asset.

    b. Continuously monitor the effect of, and adjust where necessary and possible, Town Codes (e.g. Mountainside Development Review Manual) intended to minimize the impact of new development on mountain views and prominent natural features from both public rights-of-way and neighboring properties.





Stagecoach Pass Road

Goal SC-4: Value arts and culture as an expression of community character as well as an economic generator.

Policies:

1. Promote public art and performing art throughout the community to enhance the quality of life, promote the reputation of Carefree as an arts community and add interest to the Town's visual appearance.

Goal SC-5: Optimize transportation infrastructure by providing a balanced approach to mobility.

Policies:

1. Analyze public parking provided by the Town (e.g. on-street parking) in the Village Center, and seek opportunities to expand to support both average day demand and special events.
2. Ensure vehicular traffic flows through Carefree on arterial roads in an efficient manner that does not create negative impacts on street networks within residential areas.
3. Traffic calming improvements should be incorporated, as appropriate, along major arterial roads and collector roads, as well as in existing neighborhoods that experience cut-through traffic or consistent excessive speeds.
4. Provide and maintain adequate and compliant street signage to improve safety, mobility, and overall wayfinding.
5. Consider long-term functionality and maintenance obligations when developing right-of-way design standards and reviewing development proposals.
6. Maintain implementation of regional Maricopa Association of Governments (MAG) and Maricopa County Department of Transportation (MCDOT) standards for disability accessibility with paved path facilities and streetscape infrastructure.
7. Require and evaluate traffic impact assessments as new development takes place to mitigate potential negative impacts.

Goal SC-6: Develop an integrated active transportation network that connects to adjacent communities, recreational open space, and the Village Center.

Policies:

1. Where feasible and as funding is available, promote and enhance walking, hiking and biking trails throughout the Town.
2. Develop a network of multi-use pathways to connect with local and regional trails in adjacent communities.
3. Maintain naturally shaded bike and pedestrian facilities in the Village Center and along Cave Creek and Tom Darlington Roads.
4. Plan for the design and development of pedestrian and bicycle pathways along arterial streets and between strategic Town destinations.
    a. Provide pedestrian/bicycle links between the Village Center and nearby resorts.
    b. Strengthen pedestrian and bicycle access routes to the Village Center and other commercial areas.
    c. Enhance bicycle linkages between the Town's boundaries, open space, and the Village Center.
5. Connect significant open space areas to the Village Center with a natural trail system along washes, right-of-ways, and conservation easements.
6. Promote safety through enhanced roadway markings, signage, design elements and enforcement measures.

Goal SC-7: Anticipate and prepare for emerging and future transportation innovations.

Policies:

1. Assess the expansion of privately funded electric vehicle charging infrastructure.
2. Evaluate issues surrounding autonomous vehicles and prepare for the impacts they could have on the Town's transportation system.





Goal SC-8: Ensure growth pays for itself and minimizes physical, economic, traffic, and environmental impact on the Town.

Policies:

1. Evaluate vehicular, pedestrian and bicycle accessibility to and from proposed development in conformance with the Circulation Plan (**Figure 14**) and Bicycle and Pedestrian Plan (**Figure 15**), and incorporate necessary near-term and long-term improvements.
2. Ensure infrastructure and public service extensions are cost efficient, properly funded, and sustainable.
3. Uphold Town regulations and policies for subdividing property, including:
    a. Planning for efficient circulation and infrastructure.
    b. Access to existing transportation infrastructure, utilities and other public services.
    c. Ensure that development responds to the natural conditions of each site and adheres to open space preservation and mountainside standards.
    d. Preserving natural washes and drainage areas, boulder outcroppings, significant stands of vegetation and other environmentally sensitive features during the platting process.
    e. Subdividing of larger properties must be in conformance with the Future Land Use Map.
4. Ensure infrastructure financing for new development activity is funded by the developer and will support existing and planned infrastructure improvements.

Goal SC-9: Manage the unique Village Center as a vibrant, mixed-use destination for residents, tourists, retailers, restaurants, and businesses.

Policies:

1. Promote revitalization/redevelopment of the Village Center to provide a safe and charming walkable village center amidst a well-maintained native garden.
2. Manage the Village Center as the daily gathering place of locals and a favorite for guests and visitors to return often to shop, dine, and refresh in nature's beautifully preserved and peaceful setting.
3. Implement the Village Center Redevelopment Plan that defines current and future land uses, design elements, and other conditions that reflect the unique character of the Village Center.
4. Develop and maintain public improvements, including streetscape, street furniture, landscape, and lighting that are focused on safety, enhanced focal points, and flexible public activity areas.

5. Promote an annual schedule of events that brings the community together and attracts tourists to the Village Center area. Use technology to advertise these events well in advance to maximize numbers.

Goal SC-10: Support growth in the SPA area at the northeast corner (NEC) of Carefree Highway and Cave Creek Road in a sensitive and select manner that conforms with this Plan.

Policies:

1. Within the provisions of existing entitlement for this area, encourage development where context-sensitive design and overall town livability are prioritized.
2. Recognize that neighbor concerns, site features, development trends, and economic conditions will require consideration in adapting and approving future residential, commercial, open space, and/or destination-based uses in this area.
3. Direct growth to where infrastructure capacity is available, or committed to be available in the future, and require developers to install the infrastructure needed to support their development.

Goal SC-11: Ensure future development within the SPA area at the northwest corner (NWC) of Carefree Highway and Tom Darlington Drive may only occur in a focused manner that conforms with this Plan.

Policies:

1. Development shall balance the need for the Town's fiscal health against a steadfast commitment to protect the Town's semi-rural character.
2. In addition to the measures outlined in the Growth Element, require development to provide any necessary mitigation through context and scale, architectural design, setbacks and buffering, use programming, and sound and light moderation.
3. This area impacts more than just the residents in the typical 500-foot notification area as specified in the Citizen Participation Ordinance. Therefore, any rezoning of the area shall require an enhanced notification process to include all homes and HOA contacts within Carefree 3B, Grandview Estates 1&2, and Black Mountain Foothills. Additionally, all notifications will include the Boulders North HOA.





3 Open Space & Environmental Stewardship

This Theme exemplifies the Town's unwavering commitment to preserving the natural beauty and ecological integrity of Carefree. In order to safeguard our precious open spaces, develop thoughtful environmental planning strategies, and ensure the responsible management of our invaluable water resources, this section serves to forge a path toward long-term well-being of the Town. Through careful preservation and sustainable practices, Carefree endeavors to ensure that future generations can enjoy the same pristine Sonoran Desert landscapes and abundant resources that define the Town today.

Existing Conditions

Existing Open Space Inventory

Black Mountain Summit Preserve

The Black Mountain Summit Preserve is the largest area of reserved open space in Carefree. The preserve is an area of regional conservation owned and managed by Maricopa County, with about 175 acres within Carefree's jurisdiction. There is a trail that leads to the summit of the peak that can be accessed in Cave Creek at the end of School House Road.

Town-Owned Open Space

The Town of Carefree owns approximately 50 acres along the edge of the municipal limits north of Grapevine Wash. These areas have been intentionally set aside for the preservation of open space in the foothills of Continental Mountain. At the present time this land is not accessible to the general public.

Carefree Desert Gardens

In the Carefree Town Center near the Sundial reside the Carefree Desert Gardens. There are a variety of features in the Desert Gardens, including botanical gardens, playground and water play equipment, an outdoor amphitheater, restrooms, fountains, walkways, ramadas, and art sculptures. Carefree Desert Gardens is accessible to the nearby residential areas via pedestrian and bicycle connections. It is also located less than 4 miles from the most distant subdivisions.

Sundial Circle Plaza

Serving as the focal point of the Town Center, the Sundial Circle Plaza has been the home of the Carefree Sundial since 1959. It is currently claimed to be the third largest sundial in the Western Hemisphere, measuring over 90 feet in diameter. The plaza is frequently incorporated into local events that take place in the Town Center.

Carefree/Cave Creek Memorial Cemetery

The Carefree/Cave Creek Memorial Cemetery is owned and managed by the Town of Carefree. The approximately 2.5 acres of the cemetery is considered open space because of its natural setting.

Golf Courses

Desert Forest Golf Club

Desert Forest Golf Club is a private golf and country club that features a full 18-hole golf course in the middle of Carefree. While only open for members, the land of the golf course does serve as an important and large area of open space within the Carefree Town Limits as it blends into the natural environment. Another unique aspect is the encouragement from the club for golfers to walk the course, minimizing the use of golf carts.

Boulders Golf Club

The Boulders Club is another golf course that sits at the southern edge of Carefree. Only 9 of the 36 holes of the two golf courses are within the Town Limits. It is a semi-private country club and golf course that serves as another important open space area by blending into the natural environment in Carefree.

Desert Foothills Land Trust

Committed to preservation of areas unique to the Upper Sonoran Desert ecosystem, the Desert Foothills Land Trust (DFLT) was established in 1991. Since then, the organization has preserved over 1,100 acres protected in perpetuity to ensure the land remains in a natural state. DFLT owns multiple parcels of land within the Town including larger parcels along Galloway Wash and north of Grapevine Wash around the Town owned open space in this area. Additional parcels include land north of the Town's Planning Area along Continental Mountain, as well as ridgelines along Black Mountain connecting adjacent County owned land to the Black Mountain Summit Preserve. At the present time this land is not accessible to the general public.

Table 5: Water Regulating Agencies

Regulatory or Contracting Entity	Impact on Carefree's Water System
Arizona Department of Water Resources (ADWR)	Water supply regulatory oversight. Annual water use reporting requirements. Agency established by the Groundwater Management Act of 1980.
Arizona Department of Environmental Quality (ADEQ)	Drinking water quality regulatory oversight generally delegated by the US EPA through the Safe Drinking Water Act.
Maricopa County Environmental Services Department	Drinking water quality regulatory oversight as delegated by ADEQ.
U.S. Bureau of Reclamation (USBR)	Contracting authority for the Central Arizona Project (CAP) which delivers water from the Colorado River. Federal agency that operates the dams on the Colorado River and controls water allocations and deliveries from these Federal projects.
Central Arizona Project (CAP)	Operator of the CAP canal that delivers Colorado River water to central and southern Arizona, including Carefree. CAP charges for the delivery of untreated CAP water by taking multiple delivery cost components into account.
City of Scottsdale	Potable water Treatment and Transportation Agreement with Carefree. Scottsdale takes delivery of a portion of Carefree's CAP water and treats it to potable standards, delivering it for distribution to our customers. Scottsdale charges Carefree for the treatment and delivery of our CAP allocation.
Town of Cave Creek	Potable water Treatment and Transportation Agreement with Carefree. Cave Creek takes delivery of a portion of Carefree's CAP water and treats it to potable standards, delivering it for distribution to our customers. Cave Creek charges Carefree for the treatment and delivery of our CAP allocation.

Existing Water Conditions

Carefree Water Company

The Carefree Water Company (CFWC) operates Carefree's water system under the authority of the Town of Carefree, Arizona Utilities Community Facilities District (UCFD), a special utility district formed by the Town under the laws of the State of Arizona. The Carefree Town Council serves as the board of directors for both the UCFD and the CFWC. The CFWC is responsible to meet current water demand within a defined service area, collect fees to cover the costs of water service, forecast future needs, and secure the water to service new and existing developments through build-out. CFWC also pursues policies to promote a quality potable water supply, encourage water conservation, and sustain efforts to minimize the use of our groundwater resources.

Various complex regulations and agreements impact Carefree's water supply and the operation of Carefree's water distribution system. The following **Table 5** summarizes entities that have either regulatory oversight or contractual agreements with the CFWC. CFWC balances all of these influences to ensure that Carefree residents and businesses receive safe, healthy, and reliable potable water that meets our current and projected water demands.

Water System

Carefree's surface water supply, which comes from the Colorado River via the CAP canal, is treated and transported to us by our two neighboring municipal partners, Scottsdale and Cave Creek. Carefree's surface water supply is supplemented by groundwater pumped from our local aquifer, the Carefree Subbasin. The current overall blend of surface water and groundwater is about 70% surface water and 30% groundwater.

Water is distributed to CFWC customers through a network of water pipelines made up of water mains, laterals, and service lines, that include fire hydrants, control valves, and other appurtenances. In addition to pipelines, water booster pump stations are required to provide adequate flows and pressures in the system, and water storage reservoirs are in-place to meet peak demands and fire flow requirements. Wells are used to pump groundwater from the local aquifer, the Carefree Subbasin, and supplement Carefree's surface water supply.

The following **Table 6** shows a summary of major water facilities that make up the CFWC system.

Table 6: CFWC Production and Distribution Facilities

Facility	
Pipelines (miles)	96
Fire Hydrants	412
Active Wells	5
Booster Pump Stations	8
Water Storage Reservoirs	5
(million gallons)	2.16
(acre-feet)	6.63
Interconnections (Scottsdale)	4
Interconnections (Cave Creek)	1

Source: Carefree Water Company 2023

Water Users

In 2021, prior to the acquisition of Cave Creek served customers, the CFWC was providing potable water to 2,000 water accounts. Of that those 2,000 customer accounts, 1,770 were residential units, representing 89% of the total water accounts serviced by the CFWC. The remaining 11% were primarily comprised of commercial accounts, with a small number of miscellaneous accounts including governmental, irrigation, construction, and bulk water accounts.

By mid-2023, the acquisition of the Cave Creek served customers was 95% complete and CFWC's total number of customer accounts had risen to 2,579, an increase of 29%. Of those 2,579 customers, 2339, or 91%, are residential customers.

Since the recent acquisition of approximately 550 water accounts within Carefree that previously received potable water service from the Town of Cave Creek, nearly all Carefree residents and non-residential customers now receive water service from the CFWC. A few residences, primarily in the more distant northern regions of Carefree, remain on private wells. **Figure 16** shows the newly expanded boundaries of the CFWC.

Other large water users include two golf courses; one being entirely within Carefree and the other being partially within Carefree. The Boulders Golf Course, which is partially within Carefree, is currently not a customer of the CFWC and utilizes effluent from Scottsdale which at times is supplemented with untreated CAP water. The Desert Forest Golf Club, which is entirely within Carefree, owns two wells that draw groundwater from the local Carefree Subbasin aquifer. Under an exchange agreement with the CFWC, Desert Forest Golf Club is delivered water for turf irrigation from a CFWC well that is high in arsenic. In return, CFWC is delivered low arsenic water from one of the two Desert Forest wells for potable deliveries.

Water Demand

Water demand in Carefree exhibits daily and seasonal variations. On a daily basis, the highest water demand occurs in the morning, primarily between 5 AM and 9 AM, driven mainly by residential customers. There is a smaller peak in the evening, from 5 PM to 9 PM, while the lowest demand is during the late night and early morning hours, from 11 PM to 3 AM. Seasonal fluctuations in water demand are influenced by outdoor temperatures, with outdoor irrigation needs contributing to up to 70% of residential water usage. The peak seasonal demand occurs in the summer when temperatures are at their highest and the climate is driest, while the lowest demand takes place during the winter, coinciding with wetter periods. Carefree's annual water demand data is presented in **Table 7** for the three most recent calendar years before the acquisition of customers previously served by the Town of Cave Creek. The last column in the table projects these demands to 2024, marking the first full year when all acquisition customers will be included in the CFWC system demand figures. It's important to note that the transition of these 550 customers occurred over a two-year period from 2022 to 2023, making those two years not entirely representative of post-acquisition water demand.





Carefree Water Company

Table 7: Annual Water Demand – Acre-Feet (AF)*

User Classification	2019	2020	2021	2019 thru 2021 Average	Post-Acquisition (2024) (Estimated)
Residential	778.20	883.15	862.87	841.41	1,160.65
Commercial	101.32	87.65	95.84	94.94	100.94
Other	76.70	75.10	73.99	75.26	77.52
Total	956.22	1,045.90	1,032.70	1,011.61	1,339.11

**Includes Prorated System Losses*

Water Production & Supply

For the CFWC, water is produced from 3 sources; the City of Scottsdale, the Town of Cave Creek, and our groundwater wells. Both the City of Scottsdale and the Town of Cave Creek accept a portion of Carefree's CAP allocation (surface water from the Colorado River) and treat it to potable standards prior to delivering it to key locations within the CFWC system. This is done via separate contracts, called Treatment and Transportation Agreements, with each entity. Based on these contracts Carefree is billed on a volumetric basis for treated potable water delivered from each entity.

Table 8: Annual Water Production By Source – Acre-Feet (AF)*

Water Source	2019	2020	2021	2019 thru 2021 Average	Post-Acquisition (2024) (Estimated)
CAP-Scottsdale*	557.65	617.50	627.95	601.04	928.57**
CAP-Cave Creek*	68.40	0	0	22.80	
Groundwater	330.17	428.40	404.75	387.77	410.54
Total	956.22	1,045.90	1,032.70	1,011.61	1,339.11

**Does not include treatment and transportation loses within the Scottsdale and Cave Creek systems.*
***Production split between Scottsdale and Cave Creek of Carefree's CAP water has not yet been determined for 2024.*

Currently, the CFWC has two primary water supplies available to it; Colorado River water delivered through the CAP canal; and groundwater pump from the local Carefree Subbasin aquifer.

Source: Carefree Water Company 2023

CAP Water Rights

All CAP water rights are derived from contractual arrangements among the CAP water user (in our case the CFWC), the U.S. Bureau of Reclamation, and the CAP. As noted in **Table 9**, there are different types of CAP water rights, or allocations, reflecting different delivery priorities when the Colorado River and the CAP are in shortage conditions. Municipal and Industrial (M&I) water generally has a high priority for delivery through the CAP canal even under shortage conditions. Non-Indian Agricultural Water (NIA) on the other hand, has a fairly low priority for delivery through the CAP under shortage conditions and is one of the first types of water to be reduced when shortage conditions exist.

Both of CFWC's Treatment and Transportation Agreements (Scottsdale's and Cave Creek's) have a maximum limit on the total volume of CAP water each entity will treat for Carefree. That maximum limit for both entities is 2,000 AF per year, for a combined total treatment capacity of 4,000 AF annually, significantly more than our current annual CAP allocation of 1,790 AF which includes 112 AF of NIA Water allocation.

Groundwater Rights

All groundwater pumped for use by the CFWC comes from our local aquifer; the Carefree Subbasin. All of Carefree's wells pre-date the Groundwater Management Act of 1980 and have grandfathered usage rights. While this condition provides CFWC with greater flexibility in the manner it utilizes groundwater, it does not eliminate the need to protect the long term health of the Carefree Subbasin. For example, if all of CFWC's wells were to run at maximum capacity for a full year, they would be capable of producing 3,400 AF, about 2-1/2 times Carefree's annual water demand including our newly expanded service areas. This is an extreme scenario which is unlikely to ever occur, but it does point to the fact that during emergency situations, Carefree's wells could be used to meet most, it not all, of our potable demand. If this type of emergency were to occur, the CFWC would most likely look to return to using CAP water as quickly as possible to avoid undue stress on our local aquifer.

It is important to note that the CFWC has available to it 4 potable water production wells. These 4 potable production wells meet all Federal and State drinking water quality standards without any required treatment.

Table 9: CFWC Water Supplies/Water Rights

Water Supply	Type*	Annual Amount (AF)	Notes
CAP Water	M&I	400	Original CAP allocation received in 1990.
	M&I	900	Additional CAP allocation purchased from BHP Copper. Allocation confirmed in 2001.
	NIA	0**	Allocation of 112 AF received in 2021. See footnote below.
	M&I	378	CAP allocation transfer from Cave Creek to support acquisition customers. Transfer approval was obtained in September of 2023.
CAP WATER (TOTAL)		1,678	
GROUNDWATER		500	See groundwater discussion above. Annual groundwater pumping shown is the maximum non-emergency volume established in the Scottsdale Treatment and Transportation Agreement.
TOTAL WATER SUPPLY		2,178	

**M&I = Municipal and Industrial Water, NIA = Non-Indian Agricultural Water*

*** Because CAP NIA water is one of the first CAP supplies to be cutback in times of shortages on the Colorado River, for purposes of this analysis, it will be assumed to be unavailable as a CFWC supply until a "back-up" has been identified for use during shortage conditions.*

Source: Carefree Water Company 2023



Figure 16: Carefree Water Company Service Area Map

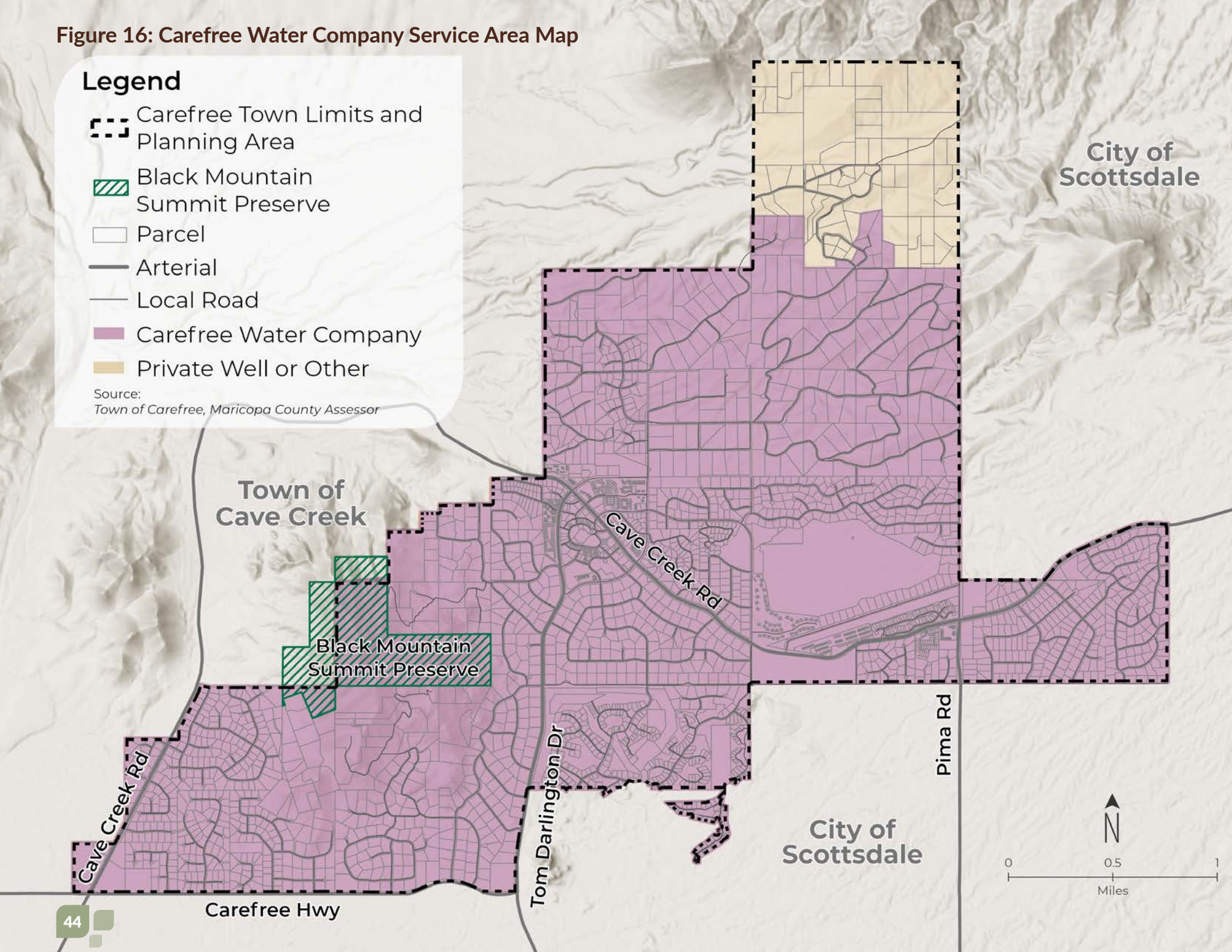


Figure 16: Carefree Water Company Service Area Map

Planning Considerations

Continued Commitment to Open Space Preservation

One of the biggest points of pride in the community is open space throughout the Town. While prevalent throughout Carefree via the preservation of natural undisturbed land within various neighborhoods, the natural washes traversing the community, and the picturesque vistas of Black Mountain, Continental Mountain, and the Boulders, residents desire more accessible open space that is available for public use and enjoyment. As the Town continues to evolve into the future, further efforts to preserve open space in all forms: preservation, conservation, as well as active and passive open space will be a priority moving forward. Important to this process will be identifying areas that are centrally located and readily accessible to residents, as well as capitalizing on expanding ongoing land assemblage efforts in the northern portions of the Towns planning area.

Conservation of Our Environmental Resources

The Upper Sonoran Desert ecosystem in Carefree is exceptionally delicate, characterized by a rich diversity of plant and animal species. To protect this environment while accommodating the Town's growth, careful development techniques are employed in environmentally sensitive areas. This includes the Town's mountainside ordinance and other zoning criteria that limit ground disturbance of properties. Also, desert washes play a crucial role as habitats, providing food, shelter, and migration corridors for many wildlife species. Conservation of washes and areas with significant massing of the characteristic Sonoran Desert environment is important to ensure bio-diversity and overall ecosystem health.

Protecting Our Water Supply

Prolonged drought in the southwestern United States has placed continued strain on water resources in the Colorado River Basin. In August of 2021, the United States Secretary of the Interior declared the first ever Tier 1 Water Shortage on the Colorado River Basin. The Town of Carefree has enough water allotted to serve current residents up to projected build-out. While the situation regionally continues to evolve, the Town is committed to water conservation and advancing regional solutions to ensure long-term availability of water for residents now and in the future.

Extreme Heat and Hazard Mitigation

Carefree, for the most part, is worry free in regards to impacts from most natural hazards. However, extreme heat in the desert southwest is a concern as temperatures continue to rise and maintain for prolonged periods of time. The Maricopa County Health Department keeps track of heat related illness and consistently shows an increase in reporting around the summer months in the greater Phoenix Region. More recently, wildland brushfires have also proved to be of greater concern as prolonged drought has led to very dry conditions increasing the frequency and severity of wildfires in the desert land surrounding the Town. In order to safeguard the community for long term resiliency against these natural hazards, the Town is committed to collaboration with neighboring jurisdictions, Maricopa County, and MAG to more comprehensively address emergency management and preparedness.

Open Space Element

Open space preservation contributes to the social, environmental, and economic well-being of the Town. It contributes to a healthy lifestyle and creates opportunities for improving the sense of community identity, where residents and visitors can gather and unite in common events and experiences. In addition, open space provides recreational opportunities for individuals and families with different interests. It benefits local businesses and helps strengthen the local economic base. Furthermore, open space protects the natural flora and fauna of the Upper Sonoran Desert, thereby preserving one of the foremost characteristics of the Town.

The Open Space Element provides an inventory of open space areas and recreational resources, and addresses access to and ongoing maintenance of these resources. It also outlines the Town's goals and policies to address forecasted needs and strategies for protecting and strengthening open space resources. Implementation actions are also incorporated to promote a townwide system of integrated open space and recreational resources that aligns with the larger regional system.

Forecasted Need

With a total of approximately 549 acres of dedicated open space and a projected future population of 4,300 by 2055, Carefree's existing open space areas combined already exceed the national average of 12.9 acres of parkland per 1,000 residents (source: 2022 National Recreation and Park Agency Performance Review). As outlined in the "Existing Open Space Inventory" subsection (**see page 39**), these open space areas are spread throughout the town and reflect a variety of both public and private options, including mountain preserves, botanical gardens, playground and water play equipment, golf courses and a cemetery.

However, there is not a single set of standards for open space and parks that could possibly encompass the uniqueness found in every community across the country. Communities vary greatly by size, demographics, needs and desires, land availability and accessibility, funding, etc. so too then should their open space and park offerings. To account for this variation, the National Recreation and Park Association (NRPA) recommends "benchmarking" peer communities with common attributes to better determine and right size open space and park planning, budgeting, and facility management needs.

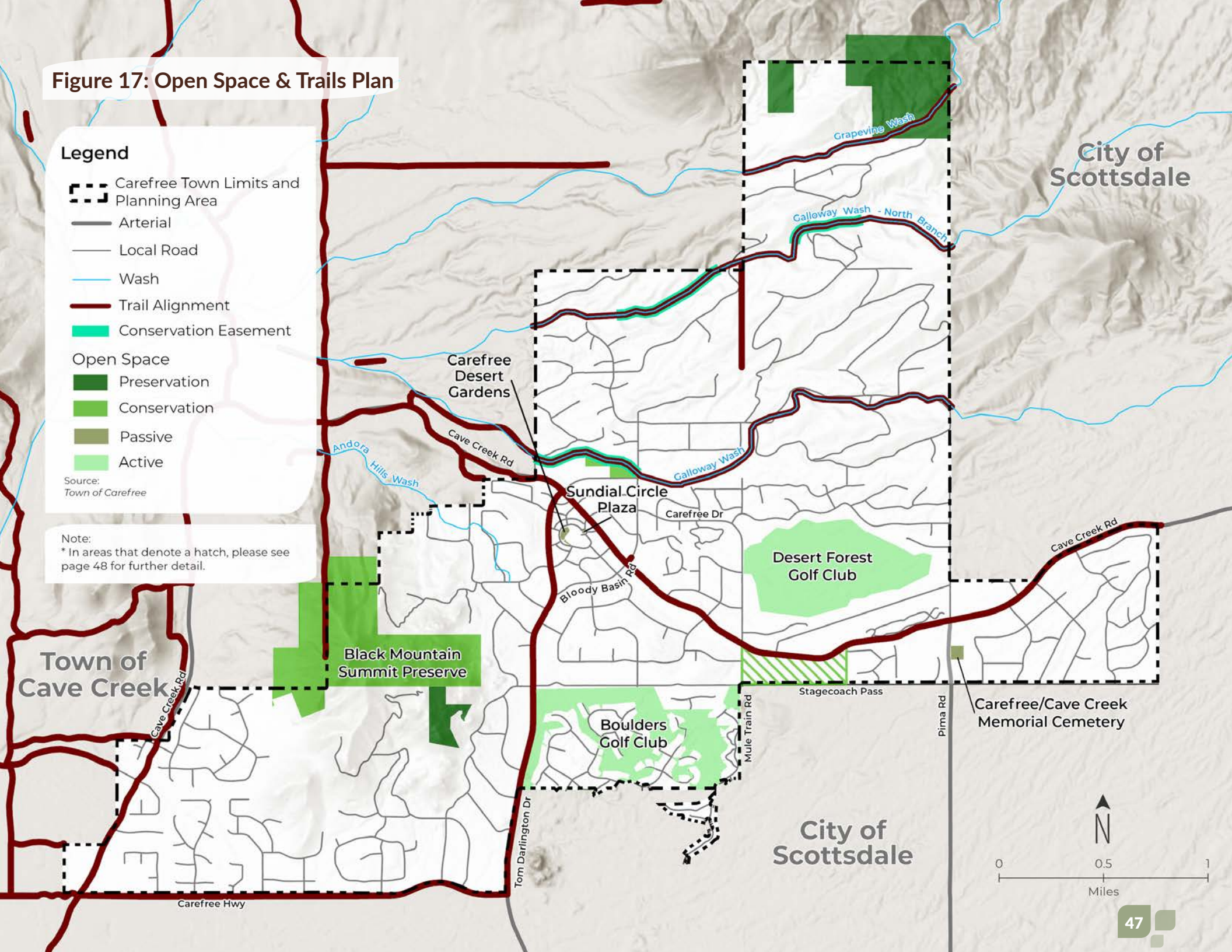
While Carefree benefits from a robust portfolio of open space, much of this land is not accessible to the general public. During public outreach, residents routinely expressed a strong desire to improve upon this condition through acquisition of more accessible open space and/or enhancing accessibility to existing open space.

Consequently, as Carefree continues to evolve, it will be important to utilize further benchmarking evaluation to capture the health, social, environmental, economic, and aesthetic benefits that open space provides for residents and visitors and set aside and/or establish areas for additional open spaces or recreation to meet current and future needs. This is necessary in areas that are most accessible, like the Village Center, but is particularly important for environmentally sensitive areas, such as lands in the northern portion of town and areas experiencing growth pressure, including the 48-acre State Trust Land parcel, which was frequently referenced during public outreach discussions.

Figure 17: Open Space & Trails Plan

**Hatched area signifies potential open space based on disposition of Trust Land through the Arizona State Land Department.*

Figure 17: Open Space & Trails Plan



Open Space & Trails Framework

The Open Space & Trails Framework establishes a foundation for working towards a comprehensive long-term solution for community open space. Recognizing the importance of open space to the community, this framework identifies four types of open space that cater to the various needs of the Town and desires of community members which were identified through the public outreach process. While all of these open space types may not currently exist within the Town, the Town desires to evaluate and pursue opportunities to increase open space and recreational resources through the zoning and platting processes, donation, and/or purchase in alignment with the goals, policies and actions established within the Plan.

48-Acre State Trust Land

One of the tracts of land desired for preservation through the public outreach process was the approximately 48-acre State Trust Land managed by the Arizona State Land Department, located at the southeast corner of Mule Train Road and Cave Creek Road. The property is currently zoned for single-family residential units and has a land use designation as Low Density Residential. Should the property be pursued as open space, there are various strategies that may be used to purchase this property at public auction for preservation in the future.

Types of Open Space

Preservation (Natural) Open Space:
Preventing most human usage of land and natural resources. Such areas are predominantly void of physical improvement or human impact, except in association with supporting land management activities like fire management or invasive species removal.

Conservation Open Space:
Protecting natural land and resources for use by current and future generations. Such areas may include limited recreation facilities that are secondary to the primary natural environment. Potential supporting and complimentary uses include hiking/biking trails, benches, ramadas, restrooms, and primitive parking areas.

Area identified with hatch denotes State Trust Land. Zoning entitlement for this land currently allows for single-family residential development. This plan does not remove this existing development ability. If through future public auction this land is acquired at fair market value by a conservation focused group for the benefit of Carefree, this hatch reflects the intent to dedicate this land as Conservation Open Space.

Passive Open Space:
In passive-based open space areas, emphasis is placed on enjoyment of a natural resource through placement of supporting and complementary facilities. Passive open space areas may include picnic tables, benches, ramadas, observation areas, educational/performance/play spaces, botanical gardens, walking/running/biking paths or trails, improved parking areas, and restrooms.

Active Open Space:
Active-based open space areas promote physical participation and rely on the presence of recreational facilities that enable certain activities to function. Without the provision of such facilities, the activity would either be limited in quality or altogether eliminated. Active-open space areas may include sports fields or courts, concessions, recreation centers, golf courses/club house, exercise and/or playgrounds, dog parks, walking/running/biking paths or trails, picnic tables, benches, ramadas, paved parking areas and restrooms.

Trails

Trail corridors connecting to facilities in Cave Creek provide direct connectivity to adjacent regional open spaces and access to Black Mountain. Beyond the trails along major arterials in the Town, there are three noteworthy washes that traverse or cross Carefree that may allow hiking, biking, and horseback riding if easements are granted by applicable property owners. These washes are within floodplains as delineated by the Federal Emergency Management Agency (FEMA), and they cut across both private property and local streets. The Town of Carefree and Maricopa County Flood Control District regulate development in these FEMA floodplains. The Town additionally regulates development within non-FEMA floodplains to preserve the natural properties of the washes.

Environmental Planning Element

The Environmental Element sets forth plans to maintain the Town's vision as a unique community, carefully planned to be in harmony with the natural environment. This element contains analysis, goals, policies and actions the Town will undertake to address anticipated effects of future development on air quality, water quality and natural resources. The Town's rugged Upper Sonoran Desert foothills environment presents many challenges as well as opportunities for aesthetic, compatible land development. Environmental preservation is an important goal for Carefree. It is part of a planning approach that balances environmental considerations with the Town's economic and social goals and policies.

Flora & Fauna

The Upper Sonoran Desert features a unique blend of flora, with a striking landscape dominated by tree-like species such as the Ocotillo and Saguaro cacti, making it one of the most visually captivating Sonoran Desert areas. Native tree species include Foothill Palo Verde, Acacia, Ironwood, and Mesquite, while shrubs like Creosote, Bursage, Brittlebush, and Fairy Duster thrive in the region. Various cacti, such as Barrel, Hedgehog, Prickly Pear, and Chain Fruit Cholla, contribute to the desert's distinct character.

The region is also home to a diverse array of wildlife, including White-tailed Deer, Javelina/Collared Peccary, Coyote, Bobcat, Desert Cottontail, Gambel's Quail, Mourning Doves, Cactus Wren, as well as various raptors, migratory songbirds, and reptiles.

Hillsides

The entire Town has dramatic vistas and mountain views. Black Mountain is the most prominent visual feature of both the northern Phoenix Metropolitan area and of Carefree. In general, the terrain consists of rolling hills with some steep slopes and mountainous areas, interspersed with flatter areas. Severe slopes in excess of 15% present major constraints to development. The largest sections of Town with severe slopes are located on Black Mountain, in the highlands area north, and the foothills northeast of the Town Center.

Flood Hazards

Various washes of different scales bisect the Town's terrain. Drainage flows from the northeast to southwest across Carefree to Cave Creek Wash located in Cave Creek. Portions of Grapevine, Rowe, Galloway and Andora Hills Washes and two washes bisecting the southeast and south sections of Town are in a FEMA Floodplain. Various tributary washes drain the remainder of the Town, some of which include sufficient flow during storm events to be classified as protected floodplains.

Aggregate Resources

State Law requires that the General Plan shall contain identified sources of aggregates. Aggregate resources include land which is primarily used for active mining of crushed rock or stone, decomposed granite, granite, cinder, pumice and sand. Currently, there are no such aggregate resources within the Town of Carefree.



Bartlett Lake

Water Resources Element

The Growing Smarter/Growing Smarter Plus requirements, as outlined in A.R.S. §9-461.05, establish specific criteria for the Water Resources Element. This element is designed to address Carefree's existing surface water and groundwater resources. Notably, it does not encompass effluent supplies, as Carefree does not have access to them. In addition, it analyzes the current water consumption patterns from the Existing Conditions section of this Chapter and outlines strategies to meet both current and anticipated future demand. Most importantly, it evaluates how the projected growth outlined in the General Plan can be sustainably supported by the legally and physically available water supply. If necessary, it outlines a plan to secure any required additional water resources.

Future Build-Out Water Demand

An analysis has been performed using the best available data to determine Carefree's water demand at build-out. This analysis takes into account the following:

- Current water demands as of calendar year 2024 when the transition of all customers previously served water by the Town of Cave Creek will be completed.
- Development of all vacant (undeveloped) single family lots within the original and the expanded CFWC service area.
- Development of all vacant lots within platted, but completely or partially unbuilt subdivisions that have ADWR Certificates of Assured Water Supply.
- A reasonable range of assumptions for potential future water demand on four large undeveloped parcels within Carefree. Low estimates and high estimates of this potential water demand have been utilized to establish the range shown in the following Table 10.

Reasonable assumptions for large undeveloped parcels within Carefree using existing zoning to determine water demand. If current zoning does not give clear guidance on what water demand might be, the most recent prior zoning was utilized.

Table 10: CFWC Build-Out Water Demand (1)

	Water Demand Acre Feet (AF)	
Existing Demand (2024)	1,339.11	
Future Development (At Build-Out) • Currently Vacant Single-Family Lots	129.15	
• Unbuilt Platted Subdivisions	54.47	
• Large Undeveloped Parcels[2]	Low Est.[3] 31.02	High Est.[3] 79.74
Total Water Demand at Build-Out	1,553.75	1,602.47
Total Water Supply Available (see Table 9)	2,178.00	2,178.00
Water Supply "Buffer"[4]	624.25	575.53

(1) Includes calculation of build-out water demand for the newly expanded CFWC service area.

(2) Includes NEC Cave Creek Road & Carefree Highway, NWC Tom Darlington Drive & Carefree Highway, State Trust Land, SEC Pima Road & Cave Creek Road.

(3) Low and High estimates account for the variability in the type of development that may occur in association with this plan.

(4) Water "Buffer" reflects the estimated surplus between Total Water Supply Available and the Total Water Demand at Build-Out.

Adequacy of Water Supply

The build-out water demand for the CFWC has been shown in **Table 10** above. "High" and "low" range scenarios have been established to acknowledge the uncertainties associated with the development of the few remaining undeveloped large parcels within Carefree. Even under the "high" build-out water demand scenario, Carefree is in a strong position of having a water supply "buffer" as we move into the future.

This "buffer" fits well into Carefree's current focus of protecting water supplies for the Town's existing residents and businesses while selectively encouraging appropriate new commercial development that will bolster the Town's sales-tax driven revenue stream. Much of the vision for new commercial development is expected to occur within two areas; 1) on the few remaining large undeveloped parcels within Carefree, and 2) on parcels in and around the downtown core based on redevelopment and revitalization. This water supply "buffer" has the potential of allowing the flexibility needed to evaluate a variety of end users on a case by case basis.

The positives associated with having this water supply "buffer" available for Carefree must be tempered based upon the water supply situation that currently exists throughout the west. The 20+ year drought in the Colorado River watershed has accentuated the vulnerability of all water supplies in the desert southwest and keeps us mindful that we must use all of our water resources wisely.

So much so, that the CFWC/UCFD Board of Directors implemented in FY 22-23 a Water Supply Fee that all future development must contribute to. The collection of this fee will bolster our efforts to keep Carefree's water future secure. These future efforts will emphasize the wise use of our current water supplies, especially those that could go into shortage conditions, such as our Colorado River supplies, and that these supplies will have reasonable back-ups that do not put our local aquifer at risk.

One such effort that Carefree is participating in is the potential to raise Bartlett Dam on the Verde River. This would allow floodwaters that would normally pass through the spillways to be captured and put to beneficial use. This Bartlett Dam discussion is multi-faceted, but is focused two important points 1) "backing-up" Arizona's CAP Colorado River supply, and 2) reducing Arizona's dependence on groundwater.

One other ADWR regulatory footnote has an impact on only subdivision development within Carefree. Once Carefree's expected build-out water demand reaches our CAP M&I allocation (1,678 AF/year) no additional subdivision development will be allowed, i.e., subdivisions will not be approved that rely upon our local groundwater supplies. This could change based upon a detailed analysis of the Carefree Subbasin, but as yet, this type of analysis has not been performed nor approved.

Source: Carefree Water Company 2023

Open Space & Environmental Stewardship Goals & Policies

Goal OE-1: Preserve and protect the Town's Sonoran Desert environment and its unique geological, ecological, archaeological, and historical sensitive features.

Policies:

1. Protect lands with outstanding preservation and conservation value through a community-based acquisition process or direct dedication by the respective property owner as part of an integrated Town-wide open space system.

    a. As part of the Town's commitment to ecosystem protection, acquire select properties for preservation or conservation while balancing local social interests with the financial capacity of the Town.

2. Continue the policy of limiting the total amount of disturbed area on private property.
3. Preserve archaeological and historical features found within the Town limits.
4. Continue to support the preservation of the Black Mountain summit.
5. Support the efforts of regional entities and other communities to preserve the Tonto National Forest and other nearby regionally significant natural resources.
6. Collaborate with the land conservation and management efforts of the Desert Foothills Land Trust, Carefree Park, and other like-minded non-profit organizations.

Goal OE-2: Increase inventory of passive and active open space throughout the Town to promote a healthy lifestyle and improve the well-being of residents and visitors.

Policies:

1. Evaluate the passive and active open space and recreation needs of the Town and potential sites for acquisition through a variety of means, including partnering, dedications, donations, easements, and purchase.

    a. Decisions for acquisition of property shall be based on a specific defined public purpose/ benefit; the identification of acquisition, operation, and maintenance funding sources; and/or the prevalence of significant environmentally sensitive features, such as major washes and floodplains, rock outcroppings, stands of native vegetation, archaeological features, conditions of historical significance, wildlife habitat and corridors, and erosion protection.

    b. Recognize the wide range, variety, and functions of open spaces and continue to include all types in designation and acquisition efforts.

2. Manage and maintain public open space areas designated on the Future Land Use Plan for the use and enjoyment of Carefree residents and visitors.

    a. Prioritize the management, programming, and maintenance of the Carefree Desert Gardens to provide a safe, accessible, and healthy year-around amenity to residents and visitors.

3. Assess and prioritize the development of safe public access to appropriate open space or conservation areas.

4. Work with the Maricopa Association of Governments, Maricopa County and surrounding communities to support establishment of appropriate regional open space and recreation connections (i.e. hiking and bicycle trail corridors) in Carefree.





Goal OE-3: Ensure development is integrated and compatible with surrounding environmental conditions.

Policies:

1. Ensure that all development has natural undisturbed areas and that they are maintained and managed properly by homeowners and/or homeowner associations or other responsible entities.
2. Preserve the maximum amount of natural desert at the time of land development, with special emphasis on protecting environmentally sensitive land areas such as mountainside slopes, boulder outcroppings, significant stands of vegetation, wildlife habitat/corridors, and major washes in their natural state.
    a. Continue to utilize development incentives to conserve on-site environmentally sensitive areas/features.
    b. Further protect off-site environmentally sensitive areas/features by requiring adjacent development to be thoughtfully designed for compatibility.
3. In new residential subdivisions, promote an open, natural desert appearance along subdivision boundaries.
4. Avoid mass grading or blading, and minimize retaining walls, steep banks and large cut and fill areas.
5. Locate buildings on the flatter portions of the site and away from ridgelines.
6. Efficiently plan for utilities to minimize site disturbance.
7. Encourage use of indigenous materials and plants.
8. Encourage the use of building materials and colors that blend into the natural environment.
9. Require the restoration of disturbed areas to a natural look. This includes rock staining and re-vegetating with plant types, numbers and sizes consistent with the natural undisturbed desert environment.

Goal OE-4: Prioritize preservation of washes and floodplains in their natural state.

Policies:

1. Limit development within 100-year floodplains in compliance with Flood Control District of Maricopa County requirements.
2. Except for required streets and/or driveways, restrict grading or disturbance of existing plants within the Federal Emergency Management Agency (FEMA) designated 100-year floodplain areas.
3. Limit impacts on major washes to road and utility crossings. Where wash crossings are necessary, ensure they are designed to minimize disturbance to the natural desert.
4. To the greatest extent possible, uphold the preservation of floodplains and natural drainage areas/ patterns in new subdivision plats and development proposals.
5. Emphasize non-structural flood control techniques, such as integrating natural drainage into development plans, when possible.
6. Prioritize flood control techniques that use and retain natural vegetation.
7. Conserve washes by including an appropriate upland buffer to allow transition to building development.

Goal OE-5: Encourage methods for preserving wildlife populations, habitats, and corridors.

Policies:

1. Maintain undisturbed wildlife corridors that are continuous and linked to larger natural areas.
2. Ensure development is wildlife friendly by minimizing building envelopes and disturbance to natural habitat areas, providing wildlife access through the property, promoting wall and/or fence design that does not disrupt wildlife movement, using appropriate outdoor lighting and native landscaping.
3. Design roads and wash crossings to minimize impacts on wildlife movements.
4. Educate residents and visitors on proper etiquette around wildlife and discourage feeding of any wild animals within the Town.





Black Mountain

Goal OE-6: Promote the protection, conservation, and long-term sustainability of the fragile natural environment in which we live.

Policies:

1. Promote alternative forms of energy and energy conservation and use reduction measures.
    a. Participate in programs that encourage the use and development of renewable and sustainable alternative energy resources such as solar.
    b. Promote energy efficient measures in public facilities in conformance with Town financial priorities.
    c. Pursue external funding for energy efficiency programs according to the needs of the community through government grants, matching funds and public-private partnerships.
2. Encourage responsible and efficient (i.e. green) building practices.
    a. Assess updates to Town codes and ordinance that will continue to encourage development, but in a more environmentally sustainable manner (i.e. construction waste reduction, energy efficient building materials, etc.).
    b. Support educational and outreach endeavors to disseminate information about sustainable building practices, recycling and energy efficiency measures.
3. Establish invasive species prevention measures and education resources to continuously monitor, manage and remove invasive species.
4. Preserve the dark sky as a defining characteristic of the Town.
    a. Update measures to reduce light pollution in the Town caused by uplighting, excessive lighting, glare, light trespass, and inconsistent light.
    b. Provide community outreach and education programs to promote the importance and value of protecting the night sky.
    c. Enforce existing standards to ensure lighting is adhering to Town requirements such as specifying lighting to be shielded and pointed in a downward direction.
5. Preserve the natural quiet in Town through continued enforcement of noise ordinance regulations and community outreach.

6. Protect air and water quality in the Town.

    a. Assist the Maricopa County Air Quality Development, Maricopa County Environmental Services Department, and Arizona Department of Environmental Quality in the enforcement of regulations geared toward improving air and water quality.

    b. Minimize negative impacts on air quality by maintaining public streets and reducing particulate matter (PM)-10 particulates in association with Maricopa County's non-attainment area.

    c. Take a proactive approach to minimizing any impact from development and monitor point source pollutants along major wash corridors.

    d. Support non-vehicular modes of transportation to reduce vehicular traffic and air pollution.

7. Encourage best practices of planting and maintaining drought tolerant trees in public spaces and rights-of-way while minimizing conflicts with utility infrastructure and preserving necessary sightlines for public safety and major viewsheds.

    a. Utilize tree plantings to mitigate the urban heat island effect by cultivating a mature tree/shade canopy townwide.

Goal OE-7: Maintain a reliable and efficient water utility system that services the needs of all residential and non-residential uses.

Policies:

1. Continue to evaluate the water system and strategies for improving the efficiency of existing facilities and expanding service.

2. Utilize the subdivision ordinance standards to support the efficient, both physically and financially, extension of water services to new developments.

3. Support the Arizona Department of Water Resources in its regulations concerning water allocation.

4. Regularly coordinate with the Carefree Water Company to align water planning and management efforts in local, regional, and State priorities and regulations.

5. Review the Town and Water Utility capital improvement plan (CIP) and master water plans such that extensions of service capacity do not induce inappropriate development.

6. In accordance with State law, ensure new development will complete its reasonable and fair share of providing for new water facilities that directly service the respective development.

7. Foster innovations in technology to enhance water services.





Goal OE-8: Promote and protect a high-quality, abundant, and long-term dependable water supply that meets or exceeds federal and state regulatory requirements.

Policies:

1. Continue to monitor water sources to ensure that quality potable water is available for distribution to local residences and businesses.
    a. Participate in regional and local strategies, programs, and efforts to ensure sustainable water supplies in the area.
    b. Work with Salt River Project (SRP), Central Arizona Project (CAP), and other municipal agencies to create additional water capacity and allocations using the Verde River Watershed by increasing the capacity of nearby Bartlett Lake.
    c. Explore the economic benefits and feasibility of acquiring treated effluent for direct or indirect use from other sources outside the planning area.
2. Monitor water demand within the Town municipal planning area to ensure it can meet current, committed, and future projected population and use demands.
    a. Review development proposals to ensure that they will not result in potential adverse impacts to the Town's water resources portfolio or to the physically available water supplies.
    b. Ensure new developments possess water resources to serve planned uses.
    c. Support the implementation of approved Water Supply Fee Policy Statement No. 4) which requires review for potential water supply requirements of any project that has an annual water demand greater than 15 AF.
3. Support the land use designations on the General Plan Future Land Use map, which encourage low density residential uses in the majority of the Town.
4. Support the efforts of the Carefree Water Company to protect water lines from breakage and infiltration of contaminants.
5. During development review, promote measures in developments to mitigate ground water contamination.
6. Support the Arizona Department of Water Resources and the Maricopa County Environmental Services Department in their regulations concerning water quality.

Goal OE-9: Promote water conservation and water reuse.

Policies:

1. Encourage and assist the Carefree Water Company in identifying opportunities to conserve water and educating the public on water conservation strategies.

    a. Monitor water use and contact customers when irregular peaks occur in the amount used.

    b. Promote the use of controlled irrigation methods to reduce over-watering.

2. Encourage the implementation of alternative water conservation methods for new and existing developments, including conversion and/or installation of stormwater collection systems such as green infrastructure and Low Impact Development (LID) principles.

3. Maintain xeriscape landscaping and native plant material on public property.

4. Continue to require use of drought-tolerant plants in landscape plans for new construction.

5. Promote products and technologies that use an efficient amount of water in the home and for irrigation systems that improve water efficiency.

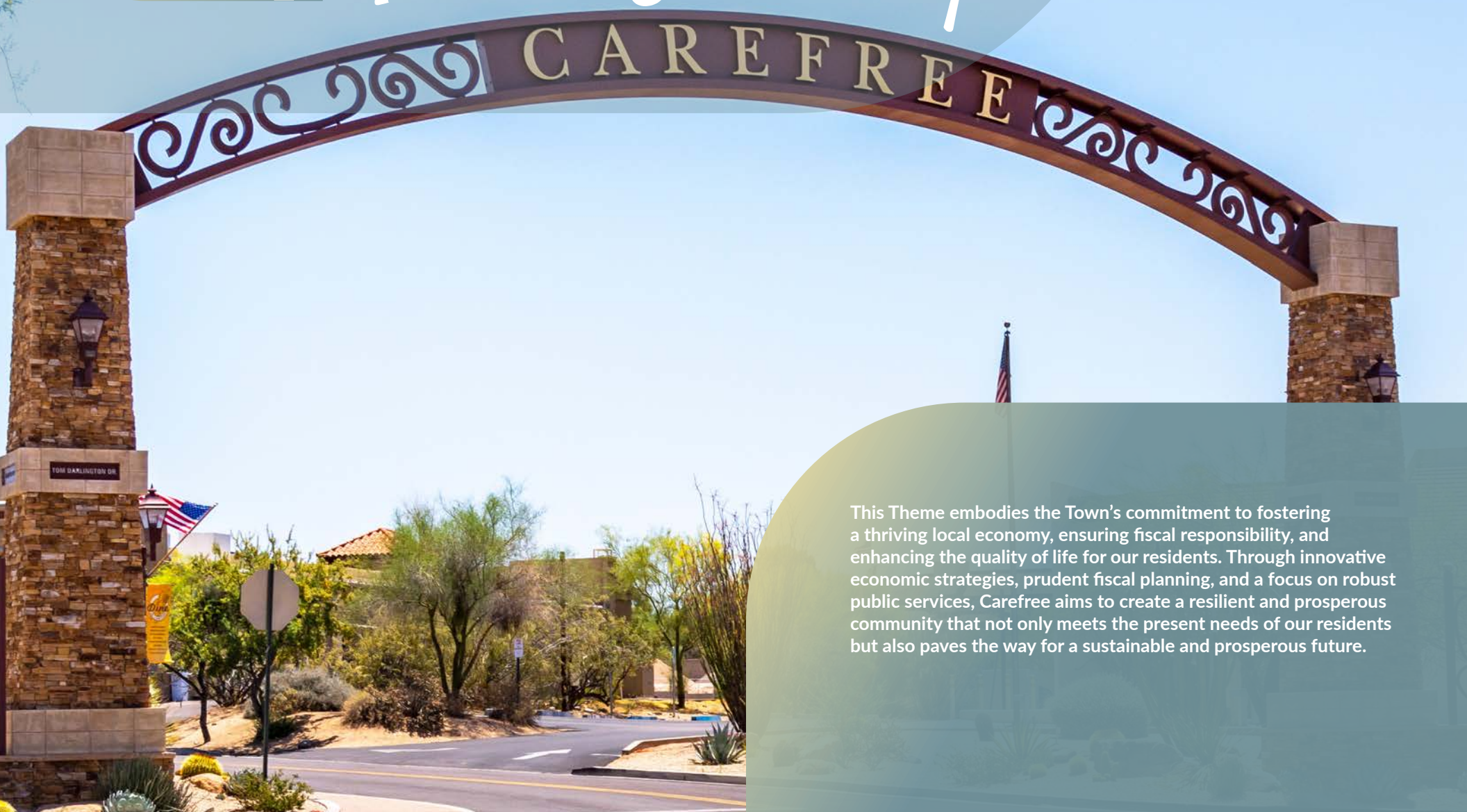
6. Pursue policies to limit the use of natural turf in public and private developments.

7. Where developments occur in or near washes, emphasize non-structural flood control techniques where possible to limit the amount of impervious surfaces.

8. Promote collaboration with other cities and/or water providers to explore methods for using direct potable reuse, where possible.



4 Prosperity & Fiscal Stability



This Theme embodies the Town's commitment to fostering a thriving local economy, ensuring fiscal responsibility, and enhancing the quality of life for our residents. Through innovative economic strategies, prudent fiscal planning, and a focus on robust public services, Carefree aims to create a resilient and prosperous community that not only meets the present needs of our residents but also paves the way for a sustainable and prosperous future.

Existing Conditions

Educational Attainment

Carefree is highly educated with nearly 40% of the community having a Bachelor's Degree and 20% having a Graduate Degree.

Employment

Unemployment Rate

Carefree has a significantly low unemployment rate falling far below the State, County, and all other comparison communities.

Household Income

Carefree has a median household income of $114,469, which is the third highest among comparison communities.

Poverty

Carefree has the third lowest amount of people experiencing poverty among comparison communities and the lowest level of families in poverty.

Figure 18: Educational Attainment

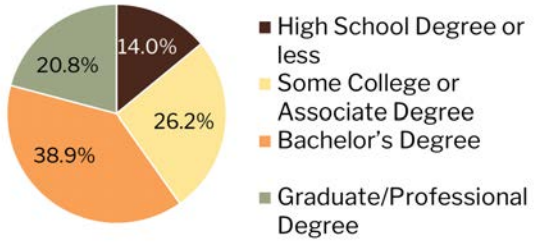


Figure 19: Unemployment Rate

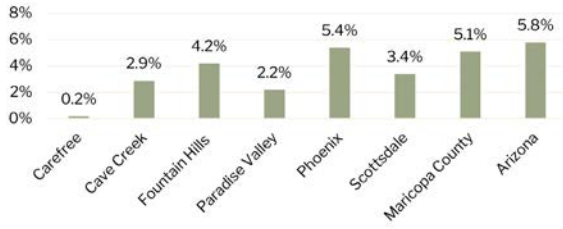
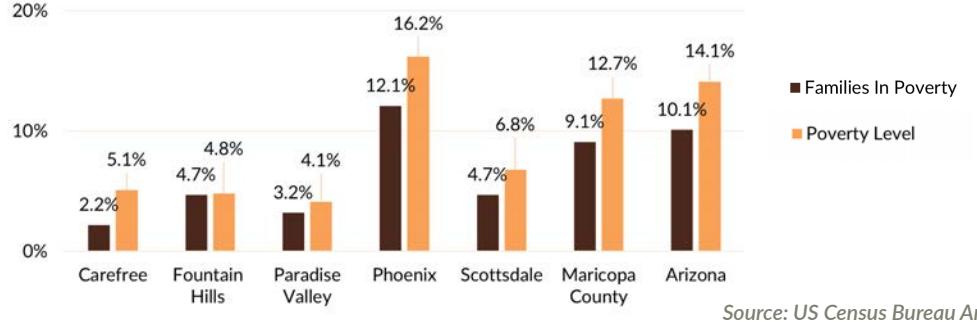


Figure 20: Household Income



Figure 21: Poverty



Source: US Census Bureau American Community Survey 2020 5 Year Estimates. Note: Cave Creek omitted from certain figures due to data limitations from impacts of the COVID-19 Pandemic.



Carefree Town Center

Labor Force

Occupations

Management, Business, Science and Arts Occupations account for over half of the occupation of people living in Carefree.

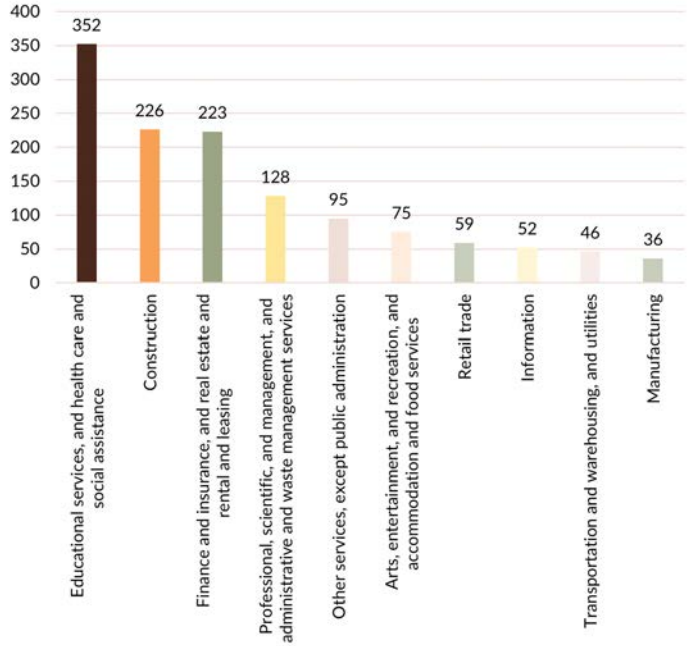
Figure 22: Workforce Occupational Distribution



Industry Distribution

Carefree's workforce is highly specialized in the educational services, healthcare and social services industry closely followed by construction and finance, insurance and real estate. Collectively these three industries account for over 60% of the Town's workforce.

Figure 23: Industry Distribution

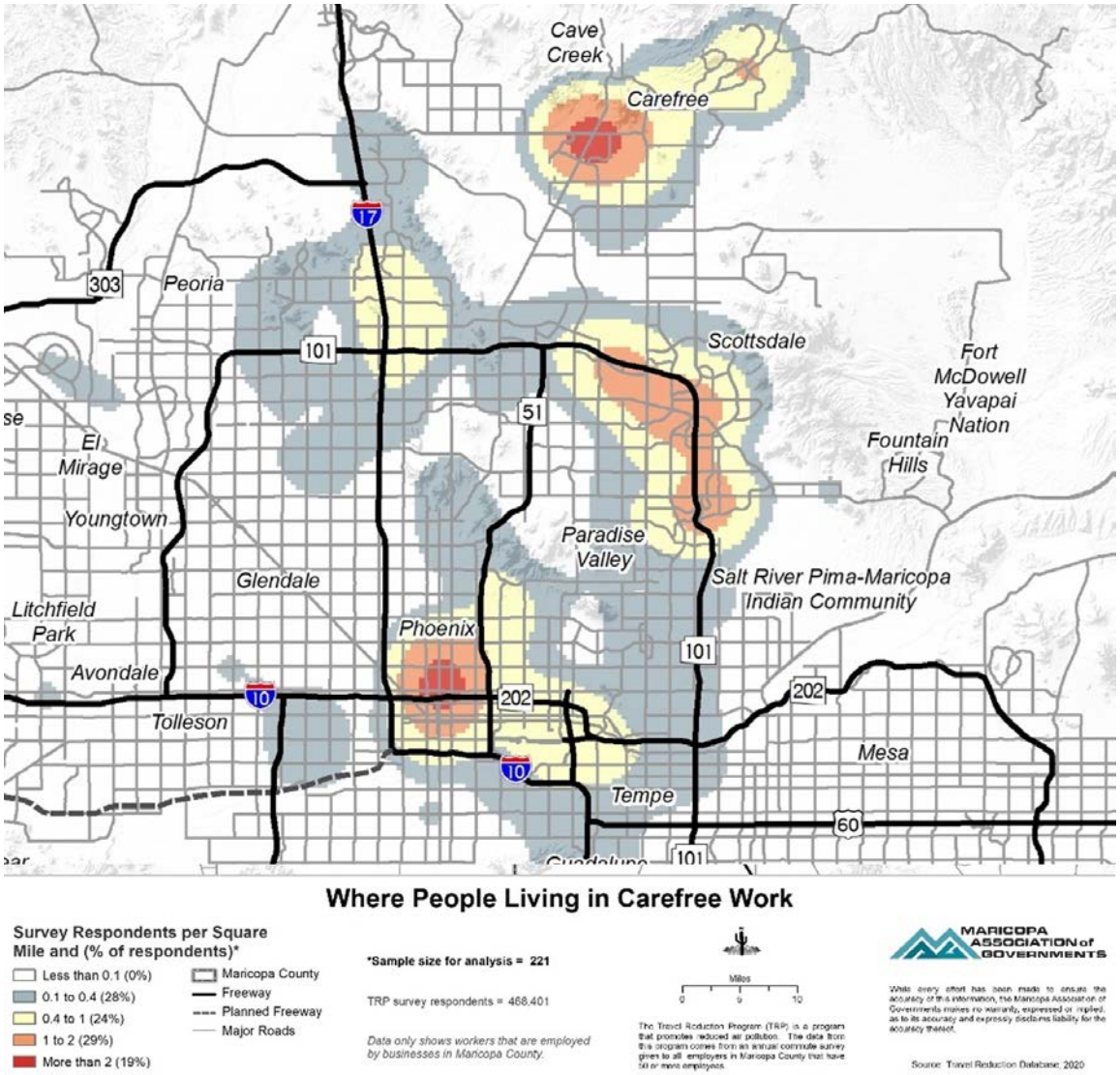


Source: US Census Bureau American Community Survey 2020 5 Year Estimates.

Where People Living in Carefree Work

The majority of people living in Carefree work outside of the community. Key employment clusters are located in Central Phoenix, along the Loop 101 Freeway and the Deer Valley Airport area along Interstate 17.

Figure 24: Where People Living in Carefree Work



Source: Maricopa Association of Governments Employment Viewer





Local Utilities & Services in Carefree

Utilities

Water

The following water provider operates within the Town of Carefree with those not served by the provider obtaining their water through wells or other means.

- Carefree Water Company

For a more comprehensive overview of Water, view the Water Resources Element.

Sewer/ Wastewater

The Town of Carefree has a single wastewater service provider that services the Town. Additionally, about half of the Town utilizes private septic systems.

- Liberty Utilities

Electricity & Gas

Carefree's electric provider is Arizona Public Service (APS) Electric. Gas is exclusively provided by Southwest Gas.

Solid Waste/ Recycling

The Town of Carefree does not provide solid waste nor recycling services. Maricopa County's Waste Disposal and Recycling Center takes mingled recycling and waste disposal at its transfer station. The Cave Creek transfer station is the closest one to Carefree at North 42nd Street and Carefree Highway outside the Town limits. The following private companies are permitted to provide service within the Town:

- Waste Management of Arizona
- Republic Services
- Right Away Disposal (RAD)
- Scott Waste Services
- Area Disposal

Public Safety

Fire & Medical

Rural Metro Fire Department, Inc. currently provides fire protection and medical response services under contract as Carefree's Fire and Emergency Services provider. There is a single Carefree Fire Station located in the Town Center. Brush fire season typically occurs from the middle of April through September. Due to the rural, desert nature of Carefree, brush fires can occur within the Town limits. Town residents are encouraged to take the necessary steps to protect their homes and the community from these all too often preventable fires.

Police

Police protection is provided by the Maricopa County Sheriff's Office under an intergovernmental agreement with the Town of Carefree. The nearest Maricopa County Sheriff's Office location is in neighboring Cave Creek.

Local Judicial Services

The Carefree-Cave Creek Consolidated Court is operated by the Town of Carefree however it is located in the Town of Cave Creek. This court handles municipal judicial matters and business. Cave Creek pays a service fee to Carefree to cover operational expenses.

Town Center

The Carefree Town Center is the site of many local services for residents including the Town Hall, the Town Council Chambers, the Post Office, the Carefree Fire Station, and the Carefree Water Company Office.

Schools

The Town is served by the Cave Creek Unified School District. There are no public educational facilities within the Town of Carefree.

Community Services

Medical Center

Carefree has a handful of medical service offices, but there is no hospital within its jurisdiction. The nearest hospital is Abrazo Cave Creek Hospital on Carefree Highway.

Assisted Living Facilities

Carefree Manor Assisted Living, Heritage at Carefree Assisted Living, and Dream Street Care provide senior care/assisted living support within the Town limits of Carefree.



Planning Considerations

Town Center Revitalization

As the Town relies heavily on its "core" to generate much of its revenue through sales tax, maintaining a high-quality Village Center is of the utmost importance. The 2023 Village Center Redevelopment Plan set out a plan for action that, among other things, established the blueprint for achieving the desired enhancements within the Village Center by outlining a framework of objectives that focus on achieving the community's Vision for this critical area of the Town. The Town must continue to implement that plan along with the goals of this plan as they will be crucial in ensuring that sales tax revenue stays at a level that allows the Town to maintain and potentially increase the quality of life and services for its residents.

Arts & Tourism

Known for its desert landscapes, vibrant art scene, and relaxed atmosphere, Carefree is a popular destination for visitors from around the globe. Moving forward the Town will need to take a strategic approach to maintain these key industries that place high value on the Town's artistic assets and natural beauty while also ensuring sustainable growth. By fostering the arts, preserving the environment, and continuing to engage the community, Carefree can continue to thrive as a destination that offers both its residents and visitors an enriching and unique experience.

Balancing Economic Development & Fiscal Stability

Finding a balance of economic development and fiscal stability in Carefree will present leaders of the Town with a unique challenge as the need to maintain a robust tax base is essential to the Town's fiscal health. Future economic development initiatives should be carefully crafted to ensure they align with the Town's values and enable the Town to continue to respond to increasing costs for services and maintenance as well as invest in infrastructure that enhances the quality of life for its residents.

Maintaining infrastructure & Level of Services

A high quality of life is something that the Town of Carefree prides itself on and will continue to provide well into the future. Part of sustaining a high quality of life includes maintaining the Town's infrastructure as well as a high level of municipal services. As operation costs continue to increase, Carefree will continue its steadfast dedication to keeping its infrastructure in top-notch condition and maintaining the service levels its residents have come to rely on well into the future.

Economic Development Element

The Town's economy largely relies on the retail and tourism industries, with the next greatest contributor being construction and development. The main center of commercial activity is concentrated in the Town Center, with secondary centers located at specified Town Gateways. Major catalysts for economic success in Carefree are as follows:

- Appeal as a quality place to live, work, and recreate
- Unique Southwest village theme
- Appreciation of the natural desert
- Proximity to arterial streets
- Pedestrian-friendly environment
- Attractive restaurants and businesses
- Sundial, art displays, and other attractions
- A variety of public facilities

Some of the above-referenced public facilities include the Town Center botanical gardens, play areas, and amphitheater; Town Hall facilities; a centrally-located post office; and other amenities.

The Town's secondary commercial centers benefit from some of the above-listed advantages, especially visibility along major arterials with high traffic volumes and spill-over effects of businesses in adjacent municipalities.

There are opportunities for strategic economic development practices to further enhance the business environment and contribute to a sustainable local economy. Some initiatives may include increasing the visibility of the many pedestrian and vehicular connections to the Town core, providing additional way-finding signs and identifiers for local destinations, and implementing additional attractions that complement existing Town Center amenities.

Many efforts are already underway as a result of collaborative efforts by the local business association, property owners, residents, and local government. Some of these efforts include the following: improved signage in the Town Center, an enhanced strategic marketing program, additional special events, continued organization of local businesses, renovation of the botanical gardens, and upcoming projects concentrated in the Town Center designed to attract visitors.

The primary source of the Town's operating revenues comes from local retail sales tax meaning the Town's ability to provide and improve upon desired services for residents is directly connected to the success of local businesses. An economic development plan that targets improvements that make Carefree a more attractive place to visit, draws in additional businesses, and retains current local businesses, will enhance the stature of the Town's business environment and its ability to maintain its programs and services.



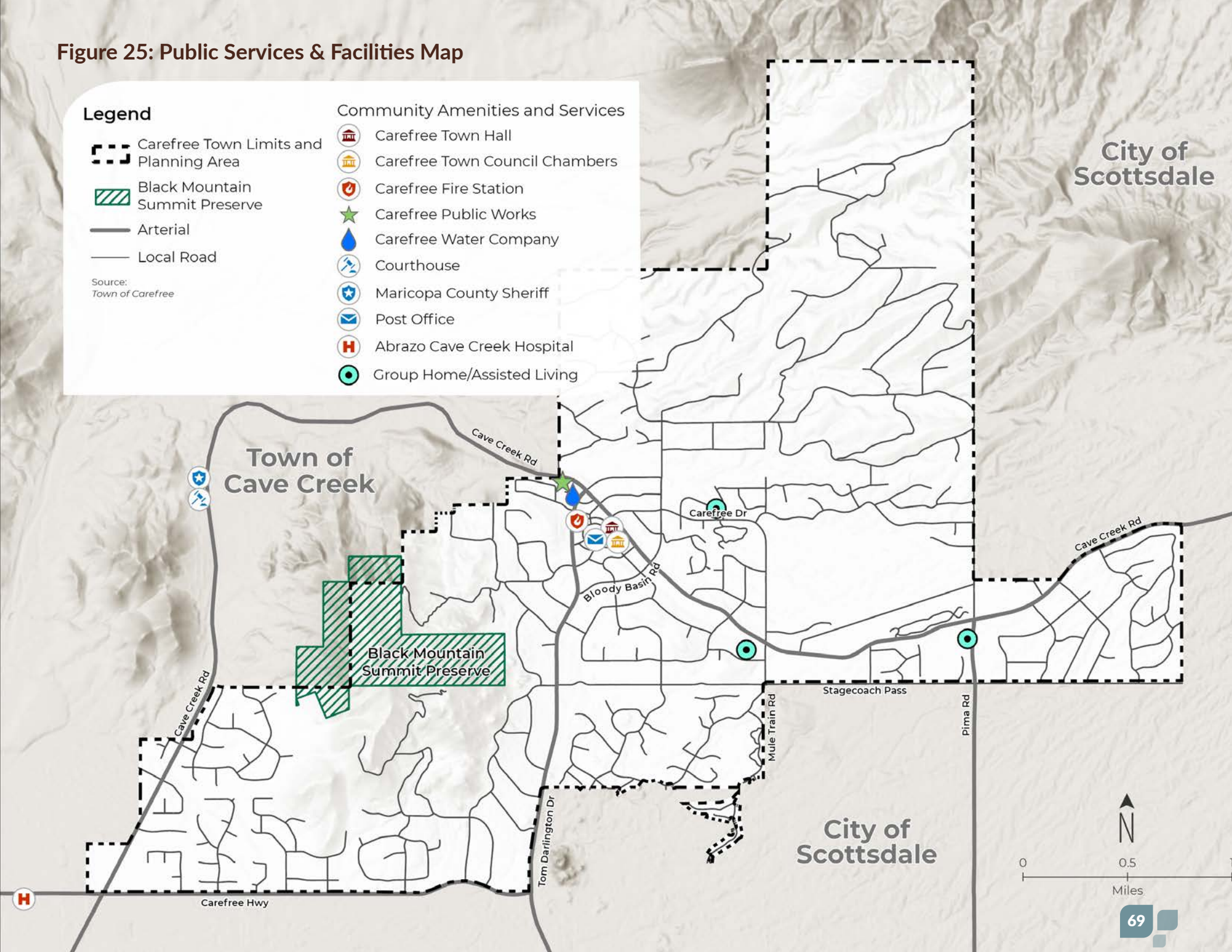
Public Service & Facilities Element

One of the Town's primary purposes is to maintain a small government that provides core, essential services for residents. Presently, these services include town administration, municipal court administration, code enforcement, building and safety, planning and zoning, citizen relations, public works, streets and right-of-way management, and economic development.

Additional public services are either managed by private companies or contracted out to external agencies to reduce the financial burden on the Town and better serve the community. Such services vary and change from time to time. External services currently include public safety, fire protection, emergency medical services, public legal counsel, Town magistrate, sales tax auditing, waste management, water provision (see Water Resources Element), and wastewater.

Figure 25: Public Services & Facilities Map

Figure 25: Public Services & Facilities Map





Cost of Development Element

Continuing to provide municipal services that meet the needs of the Town's citizens is of the utmost importance moving forward. To ensure for the most cost effective application of services and to protect Carefree's semi- rural character, development is encouraged within or directly adjacent to existing infrastructure and service areas. In instances where growth and/or development may require expansion of services, per state law, this element identifies various mechanisms that can be used to fund and finance additional public services necessary to serve the community. In addition it establishes policies that will explain the roles of the public and private sectors to ensure development pays its proportionate share toward the cost of additional public service needs generated by new development, with exceptions where the public's interest is being served.

Cost of Development Framework

The following items outline several options commonly used for funding public projects (i.e. Capital Improvement Projects), as well as mechanisms to ensure any private developer whose project shares in the benefit of such improvement would be responsible for repayment of a determined proportionate amount of the overall cost. Additionally, the Town has flexibility to adjust funding strategies as alternative methods become available or legislative changes occur. Currently available funding options include:

Pay-As-You-Go Out of Current Revenues

Widely considered the optimum way to pay for service expansion, municipalities usually rely on local sales and use taxes, state-shared revenues, user fees, and grants to fund service expansions and day-to-day municipal operations. While all organizations would prefer to pay for items with current revenues, this is not often feasible. This is especially the case for municipalities due to some service expansions needing to occur before or simultaneously with development while revenue will not come in until after development is complete.

In Lieu Of Fees

In Lieu of fees are dollars collected from developers when, for a variety of reasons, dedications are impractical. They are different from impact fees and are not as flexible because the expenditure of those funds is for a particular use. For example, houses in several new developments may pay a fee for the future construction of a regional park in lieu of the developer(s) constructing the park at the time of development.

Development Fees & Capacity Charges

A development fee is a mechanism in which a fee is assessed to new development so as to ensure that the development satisfies its share for the cost of required additional public service needs.

User Fees

These are fees that are charged for services such as water, sewer, park and recreation or facilities venue admissions. The fee structure can not only cover operating costs, but also service the debt for financing expanded services.

General Obligation Bonds

The most commonly utilized large project municipal financing method in the United States is the General Obligation Bond. This is an inexpensive way to finance projects because the bond's repayment is based on the taxing authority of the municipality and backed up by real property. Voters would have to approve a property tax to support the issuance of any General Obligation Bonds.

Revenue Bonds

Revenue bonds are a method of borrowing to finance services expansions. The bonds are paid back through future revenues that are legally pledged to the bond issuer. Revenues generally utilized for debt service are privilege taxes (sales tax), Highway User Revenue Funds (payments made to municipalities from state taxes), and user fees.



Improvement Districts

Improvement Districts can be formed to implement a specific improvement for a particular area of the community as a Special Improvement District or more broadly as a Community Facilities District. The property owners in the area to be benefited by the project can agree to assess themselves to pay back the cost of improvements as a “private” property tax. An improvement district can be designated by the Town. This funding mechanism is typically used for neighborhood road improvements, street lighting, utilities and downtown revitalization programs and others.

Certificates Of Participation/ Municipal Property Corporations

These are methods of borrowing that are paid back by municipal revenues. They are usually not legally tied to a specific revenue stream, such as revenue bonds. These methods can be utilized by action of the Town Council and are not generally subject to public vote.

Special Tax Districts

Commonly called Tax Increment Financing in other states, this funding mechanism is typically utilized for redevelopment and revitalization purposes. Arizona Statutes currently limit the availability of this funding mechanism, but changes have been proposed that may allow them to be used more broadly in the future.

Loans

A bank loan is a personal loan that’s issued by either a local or national bank. Recently, local governments have begun to use this financing tool more frequently. Government loans are another source of funds for financing capital projects. Although the number of government agencies that provide loans is diminishing, the U.S. Department of Agriculture (USDA) and Water Infrastructure Funding Authority (WIFA) are still large providers.

Prosperity & Fiscal Stability Goals & Policies

Goal PF-1: Ensure that high quality public services and facilities are maintained in a fiscally conservative manner and are available to meet the evolving needs of the Town.

Policies:

1. Ensure new development will pay its fair share in regard to new infrastructure that serves the respective development.
2. Development will be encouraged within or directly adjacent to existing infrastructure and service aeras to ensure the most cost-effective development.
    a. Only support the extension and connection to utility facilities and services in a manner that benefits Town residents and businesses and is consistent with this General Plan.
    b. Prioritize the development and extension of the Town's telecommunications and fiber optic network.
    c. During the design and development phases for utility projects and line extensions, promote measures to protect sensitive natural resources.
3. Continuously evaluate and improve the overall performance and cost efficiency of Town government and services.
    a. Ensure the public's safety and quality of life by providing a high level of police, fire, and emergency medical services in an efficient and cost-effective manner.
4. Align functional plans for Town facilities and services with the General Plan Land Use Plan to ensure the Town, in conjunction with other service providers, can meet the community's short and long-term needs.
5. Incorporate physical, social, and economically sustainable practices into Town operations and maintenance.
6. Maintain and regularly update Town Engineering plans and programs (i.e. Capital Improvement Plan and Pavement Preservation Program) to allow for safe and efficient infrastructure improvements.
    a. Ensure that long term strategic planning balances the needs of the Town with the desires of the community.



Carefree Veterans Memorial

7. Continue to monitor the changing population characteristics of the Town's residents through analysis of Census data and special studies.
8. Continue to explore shared use of other publicly owned facilities and intergovernmental agreements for services.

Goal PF-2: Ensure a range of funding mechanisms are utilized to diversify income streams for Town projects, services, and infrastructure.

Policies:

1. The Town shall seek public-private partnerships and interagency coordination to realize capital infrastructure needs and to foster quality development and redevelopment.
2. Seek creative funding mechanisms for enhancing and revitalizing the Village Center development through public and private partnerships.
3. Continue to require all new development to construct necessary public facilities within or adjacent to the development, consistent with State requirements and Town codes.
4. Continue to plan for and manage the fiscal and capital impacts resulting from new development.
5. Support the regulations in the Subdivision Ordinance and other applicable policies to implement the efficient planning and provision of necessary infrastructure and public services for new developments.
6. Coordinate with service providers to facilitate effective planning, design and implementation of public services.
7. Continue to monitor capital assets to identify and prioritize needed Town improvements.
8. Maintain any revenues from development impact and capacity fees in separate funds and use the funds only to construct facilities for which the fees were collected.

Goal PF-3: Promote economic development activities that help build on the Town's tax base while recognizing distinctions between expectations in select development areas and the preservation of the semi-rural character of the Town.

Policies:

1. Regularly review and update strategies and outreach to attract, maintain, and diversify the Town's economic base.

2. Favor local independent businesses and design conditions over national chains and standardized design conditions.

3. Promote development in areas within or adjacent to existing infrastructure and services, particularly in the Town Center and northeast corner of Carefree Highway and Cave Creek Road.

Goal PF-4: Ensure plans and resources are in place for the community to be prepared for and respond to all types of potential natural and human-caused hazard events.

Policies:

1. Maintain an adequate reserve for unforeseen emergencies.

2. Regularly review existing disaster preparedness plans to ensure they are current and include plans for large events, historic events, and all types of natural and human-caused disasters that could potentially impact Carefree.

3. Mitigate potential hazard impacts when building in hazard-prone areas.

4. Educate and inform residents of how to mitigate impacts from wildfires, floods, extreme heat, and other high-risk hazards.

    a. Work with Rural Metro and neighboring jurisdictions to create strong local wildfire prevention measures.

Goal PF-5: Emphasize the "Care" in Carefree.

Policies:

1. Continually improve governmental outreach and information sharing with citizens and businesses.

2. Facilitate open, inclusive, and respectful public participation and engagement with all community members in association with Town business, especially within the planning and development review process to foster better decision-making and an informed community.

3. Explore opportunities to improve the community through intergovernmental cooperation.

4. Customize communication to the needs of residents and use innovative tools in seeking public input.

5. Support community events that bring people together including seasonal holidays, artisan events, and other significant Town events.



5 Implementation & Maintenance



In order to facilitate the implementation of the General Plan over the next 10 year-planning horizon, this chapter outlines adherence to Arizona Revised Statutes element requirements as well as provides a series of Actions to advance progress towards achieving the expressed community Vision. Understanding new legislation and unforeseen challenges or market shifts can happen over a long period of time, this chapter further identifies the State required plan amendment process.

Goals to Element Matrix

To display how the various elements or topics that must be addressed within this General Plan are interconnected, the Goals to Element Matrix provides a visual guide to display all General Plan Goals and their applicability to General Plan elements as required by Arizona Revised Statutes.

	State Required Elements							Elective Elements		
	Land Use	Circulation	Growth	Open Space	Environmental Planning	Water Resources	Cost of Development	Public Services & Facilities	Economic Development	Arts & Culture
Scenic Community Character										
Goal SC-1: Retain and strengthen the Town's unique identity, scenic rural character and small community feel.	●	●	●	●						
Goal SC-2: Integrate open space and promote sustainable design in the development of the Town that is conscious of environmental impact to preserve quality of life and the natural environment.	●	●	●	●	●					
Goal SC-3: Protect scenic views (i.e. viewsheds) of regionally significant mountains and natural features, in or adjacent to the Town.	●			●	●					
Goal SC-4: Value arts and culture as an expression of community character as well as an economic generator.	●	●	●						●	●
Goal SC-5: Optimize transportation infrastructure by providing a balanced approach to mobility.	●	●	●					●		
Goal SC-6. Develop an integrated active transportation network that connects to adjacent communities, recreational open space, and the Village Center.		●		●				●		
Goal SC-7: Anticipate and prepare for emerging and future transportation innovations.		●					●	●	●	
Goal SC-8: Ensure growth pays for itself and minimizes physical, economic, traffic, and environmental impact on the Town.			●					●	●	
Goal SC-9: Manage the unique Village Center as a vibrant, mixed-use destination for residents, tourists, retailers, restaurants, and businesses.	●		●						●	●
Goal SC-10: Support growth in the SPA area at the northeast corner (NEC) of Carefree Highway and Cave Creek Road in a sensitive and select manner that conforms with this Plan.	●		●						●	
Goal SC-11: Ensure future development within the SPA area at the northwest corner (NWC) of Carefree Highway and Tom Darlington Drive may only occur in a very limited manner that conforms with this Plan.	●		●						●	

	State Required Elements							Elective Elements		
	Land Use	Circulation	Growth	Open Space	Environmental Planning	Water Resources	Cost of Development	Public Services & Facilities	Economic Development	Arts & Culture
Open Space & Environmental Stewardship										
Goal OE-1: Preserve and protect the Town's Sonoran Desert environment and its unique geological, ecological, archaeological, and historical sensitive features.	•			•	•					
Goal OE-2: Increase the Town's inventory of passive and active open space throughout the Town to promote a healthy lifestyle and improve the well-being of residents and visitors.	•			•	•					
Goal OE-3: Ensure development is integrated and compatible with surrounding environmental conditions.	•			•	•					
Goal OE-4: Prioritize preservation of washes and floodplains in their natural state.				•	•					
Goal OE-5: Encourage methods for preserving wildlife populations, habitats, and corridors.				•	•					
GOAL OE-6: Promote the protection, conservation, and long-term sustainability of the fragile natural environment in which we live.				•	•					
Goal OE-7: Maintain a reliable and efficient water utility system that services the needs of all residential and non-residential uses.					•	•			•	
Goal OE-8: Promote and protect a high-quality, abundant, and long-term dependable water supply that meets or exceeds federal and state regulatory requirements.					•	•			•	
Goal OE-9: Promote water conservation and water reuse.					•	•				

	State Required Elements							Elective Elements		
	Land Use	Circulation	Growth	Open Space	Environmental Planning	Water Resources	Cost of Development	Public Services & Facilities	Economic Development	Arts & Culture
Prosperity & Fiscal Stability										
Goal PF-1: Ensure that high quality public services and facilities are maintained in a fiscally conservative manner and are available to meet the evolving needs of the Town.	•						•	•	•	
Goal PF-2: Ensure a range of funding mechanisms are utilized to diversify income streams for Town projects, services, and infrastructure.							•	•	•	
Goal PF-3: Promote economic development activities that help build on the Town's tax base while recognizing distinctions between expectations in select development areas and the preservation of the semi-rural character of the Town.	•						•	•	•	
Goal PF-4: Ensure plans and resources are in place for the community to be fully prepared for and respond to all types of potential natural and human-caused hazard events.					•		•			
Goal PF-5: Emphasize the "Care" in Carefree								•		•

Actions

The following actions outline a series of tangible tasks for the Town to advance the vision set forth in the General Plan:

Scenic Community Character Actions:	
SCA-A	Review and strengthen the zoning ordinance and building codes that consider appropriate heights, view access, and mitigate adverse impacts of development to hillsides, washes, and natural landscapes. 1 - Utilize a stakeholder advisory group to assist in developing and reviewing proposed changes prior to the formal adoption process.
SCA-B	Review and update the Town's Community Design Standards and Guidelines to assure Carefree is maintaining its scenic rural character. 1 - Utilize a stakeholder advisory group to assist in developing and reviewing proposed changes prior to the formal adoption process. 2 - Explore the creation of town-wide Community Design Standards and Guidelines and enhanced design review standards for the purpose of maintaining Town character. Focus should be given to maintaining cohesiveness and promoting quality design through elements such as architectural style, use of materials, and application of colors.
SCA-C	Utilize the Planning and Zoning Commission or a Town Council appointed committee as an economic development advisory group to provide citizen guidance on the redevelopment of the Village Center and development of the SPA areas at the northeast corner (NEC) of Carefree Highway and Cave Creek Road, as well as the undeveloped land at the northwest corner (NWC) of Carefree Highway and Tom Darlington Drive.
SCA-D	Explore the creation of a visually significant corridors study to identify and preserve prominent streetscapes that function as important gateways and view corridors within the Town.
SCA-E	Update and maintain a Transportation Plan to inform transportation infrastructure projects and improvements to meet the needs of the Town. 1 - Assess feasibility of alternative intersection management, such as installing traffic circles in lieu of traffic lights. 2 - Analyze bike traffic and pedestrian corridors to determine need for expansion of bike lanes and pedestrian pathways. 3 - Outline parking and curb space management practices. 4 - Incorporate town traffic calming process and procedures. 5 - Consider design regulations to accommodate rideshare, electric vehicles, and emerging transportation technology. 6 - Develop and enable street designs to accommodate future upgrades to their ultimate configurations without requiring major reconstruction of the roadway infrastructure.
SCA-F	Regularly monitor traffic counts on major arterials and key intersections in the Town.
SCA-G	Utilize a public engagement process to enable early and meaningful input on development proposals.

Open Space & Environmental Stewardship Actions:

OEA-A	Continue to refine and monitor the zoning code to preserve and maintain the maximum amount of existing natural desert, indigenous plant species, steep slopes, natural washes, riparian habitats, and cultural artifacts. 1 - Identify and document within the Town's planning area important environmental amenities such as critical washes, mountain slopes, and archaeological features that should be protected.
OEA-B	The Town will form an Open Space Stakeholder Advisory Committee to coordinate, investigate, and advise on all aspects of open space identification, prioritization, funding, acquisition, and maintenance. Encourage broad representation on the Board from the community.
OEA-C	Through a public process, and with the assistance of the Open Space Stakeholder Advisory Committee, pursue all sources of funding, including but not limited to donated funds, state and federal funding, grant opportunities, and corporate contributions. 1 - Utilize the Open Space Stakeholder Advisory Committee to work in conjunction with likeminded agencies and non-profits such as the Desert Foothills Land Trust, Carefree Park, and other interested groups or residents to define a strategy for funding, acquiring, and preserving open space in perpetuity.
OEA-D	Through a public process, and with the assistance of the Open Space Stakeholder Advisory Committee, prepare an Open Space Designation and Acquisition Strategic Plan to identify and prioritize appropriate locations for open spaces of all types. Set forth realistic recommendations based on community values and applicable metrics, including but not limited to land ownership, appraised land value, ecosystem health, sensitive land status, wildlife corridors, view corridors, accessibility, as well as recreation applicability and need. 1 - Continue to focus on open space acquisition and management efforts of land in the northern portions of the Town as well as the 48-acre State Trust Land parcel.
OEA-E	Consider joining the Tree City US program sponsored by the Arbor Day Foundation.
OEA-F	Assess and monitor non-compliance of laws prohibiting refuse disposal and motorized vehicular use of washes and develop options for enhanced enforcement.
OEA-G	Revise detailed water use studies so that an updated water resource plan can be made available to the Town. 1 - Ensure a detailed water budget is included for the Town that explains best available information to the public regarding the water supply and existing and projected water demand for developed and undeveloped parcels. 2 - Utilize a Town of Carefree Resident Water Advisory Committee to assist in preparing this plan.
OEA-H	On a routine basis (i.e. annual or bi-annual), ensure the Carefree Water Company provides a report to the Planning and Zoning Commission and Town Council on the supply and demand for water within the Town. 1 - Utilize a Town of Carefree Resident Water Advisory Committee as an independent reviewer of this report and provide their findings to the Planning and Zoning Commission and Town Council.





CIVANA Wellness Resort & Spa

OEA-I	Prepare a Drought Management Plan, aligned with the Arizona Drought Preparedness Plan, to outline water reduction and conservation measures during drought conditions.

Prosperity and Fiscal Stability Actions:

PFA-A	Develop and routinely update plans for all Town facilities, infrastructure, and services to help guide the Town's capital improvement planning and long-term budgeting.
PFA-B	Assess the Town's current development fee policies and modify them as necessary in conformance with state statutes and the Town's interests.
PFA-C	Periodically review existing service agreements with surrounding agencies and private service providers to ensure they meet the needs of residents.
PFA-D	Develop and maintain a 24-month Economic Development Plan. Ensure the plan is developed through comprehensive and diverse community input process.
PFA-E	Continue to maintain the 5-year Capital Improvement Plan and update this plan each year. The plan shall be developed within the constraints of the Town's ability to finance improvements.
PFA-F	Audit and publish the annual budget.
PFA-G	Explore opportunities for regional, state, and federal grant opportunities for infrastructure, revitalization, trail construction, and open space preservation.
PFA-H	Explore opportunities for leveraging public-private partnerships for infrastructure and Village Center revitalization.
PFA-I	Periodically facilitate joint public meetings between Town Council and the Town's boards and commissions to promote enhanced and consistent decision making.
PFA-J	Publicize community events broadly through a variety of communication tools that meet the diverse information needs of the community, including local periodicals, social media, newsletters, e-mails, sign kiosks, and Town website.
PFA-K	Collaborate with local first responders to develop an emergency notification system that can be used to keep residents informed during hazard events.
PFA-L	Create and maintain a data base of persons and groups interested in Town affairs such as: neighborhood and homeowners' associations; property managers; non-profits; business associations; and civic groups.
PFA-M	On a biannual basis utilize community surveys to stay informed of resident and business satisfaction with Town services and better understand the general perception of the community.
PFA-N	Continue to have Town Officials accessible to community members through informal, personal interactions and maintain a comfortable atmosphere at public meetings.
PFA-O	Continue to work with the Carefree-Cave Creek Chamber of Commerce, Local First Arizona and other small business organizations to support local entrepreneurship and retail development.

General Plan Administration

Major Amendments to the General Plan

State requirements under A.R.S. §9-461.06 sets forth the requirements for major amendments to the General Plan, as summarized below:

1. The adoption or re-adoption of a major amendment to the General Plan shall be approved by affirmative vote of at least two-thirds of the members of the legislative body of the municipality.
2. All major amendments to the general plan proposed for adoption by the governing body of a municipality shall be presented at a public hearing within twelve months of when the proposal is made. At least sixty days before the major amendment is noticed, a copy of the proposal shall be transmitted to the Planning and Zoning Commission, governing body, and required public agencies.
3. "Major amendment" means a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing General Plan Land Use Element.
4. The municipality's General Plan shall define the criteria to determine if a proposed amendment to the General Plan effects a substantial alteration of the municipality's land use mixture or balance as established in the municipality's existing General Plan Land Use Element.

Procedure

Major amendments to the General Plan are subject to a higher standard than minor amendments in terms of the public process and scrutiny, and shall be in conformance with State requirements.

A major amendment(s) may be requested or proposed by a property owner, the Planning and Zoning Commission, or Town Council at any time during the calendar year. Consistent with State Law and Town policies, measures will be taken to provide for effective Citizen Participation so as to present the request for a public hearing within twelve months from when the original application was submitted.

The application shall be presented at a single public hearing of the Planning and Zoning Commission to provide a formal recommendation to the Town Council. A final decision shall be made by the Town Council in a public hearing in conformance with State requirements.





Carefree Sundial

Criteria for Major Amendments to the General Plan

A major amendment to the General Plan is defined as any one of the following:

1. A change in a land use designation shown on the General Plan Future Land Use Map from Open Space (OS) and/or any single family residential land use designation (Rural Residential - RR, Very Low Density Residential - VLDR and Low Density Residential - LDR) to Garden Office (GO), Commercial (C), and/or Resort Hotel/Resort Development (RH/RD); and the change occurs on any lot that is a minimum of five (5) acres in size.
2. Any expansion of the Town Center (TC), Special Planning Area (SPA) and/or Airport (Air) land use designation shown on the General Plan Future Land Use Map, regardless of the size of the expansion.
3. A text amendment and/or General Plan Future Land Use Map amendment that creates a new land use designation which changes the densities and/or intensities of land uses.

Application Criteria

The applicant shall provide the information listed below in association with a request for a major General Plan amendment. The Town will consider this information when evaluating the request for a major General Plan amendment.

1. Explain how the amendment will constitute an improvement to the General Plan and the community.
2. Explain how the change will affect the proposed alteration of the Town's land use mixture or balance as established in the Land Use Element.
3. Indicate how the amendment will affect the vision, goals, objectives and purposes of the General Plan, and how these aspects of the General Plan support the proposed amendment.
4. Provide information concerning how evolving trends in land development and local market support the proposed amendment.
5. Provide an analysis concerning how the proposal could influence property values and neighborhood stability.
6. If the proposed amendment relates to a specific site, address how the change would be compatible with the surrounding land uses.
7. Provide information concerning how the proposed amendment will affect any existing infrastructure and public services, more particularly the street systems, water and wastewater.
8. If applicable, explain how the amendment will impact the school districts' ability to accommodate any additional children.

Minor Amendments to the General Plan

Any requests that are not determined to be major amendments are minor amendments. Minor amendment(s) may be submitted, reviewed and heard in public hearings at any time during the year in conformance with State Statutes and Town regulations concerning timing, public notification and procedure.

A minor amendment(s) shall be requested or proposed by a property owner, the Planning and Zoning Commission, or Town Council. The same application criteria listed for major General Plan amendments shall be provided in association with any application for a minor amendment(s). Consistent with Town policies, measures will be taken to provide for effective Citizen Participation.

Applications for minor amendment(s) shall be considered at public hearings by the Planning and Zoning Commission and Town Council per State and Town requirements. Any minor General Plan amendment(s) shall be approved prior to the approval of any corresponding application for a rezoning, special use permit, or preliminary plat.



PAGE 25

SPAs denote unique areas within the Town that based on their attributes require more detailed master planning efforts to ensure for compatibility with the goals and policies of this plan. Detailed planning for such areas, including development and design standards in more specific detail, shall be completed in tandem with a zoning or development request for the subject area. The enhanced planning process shall at minimum consider:

- The surrounding context in which the area exists, and any external influences that will affect future growth or investment.
- Current and future market conditions that may affect investment activity and specific ways that they can be harnessed or reversed.
- Unique environmental conditions such as important natural features and viewsheds that may need to be worked through or around.
- Unique architecture, or design features, that need to be incorporated into proposed development.
- Key linkages between the subject area and other neighborhood and/or activity centers in town.
- Regulatory provisions that may discourage, impede or prevent context-sensitive, low-impact, smart growth development initiatives.

The Carefree General Plan identifies two unique SPAs as annotated on the Land Use Map: The 1) Northeast Corner of Carefree Highway and Cave Creek Road and 2) Northwest Corner of Carefree Highway and Tom Darlington Drive. As such, the Plan further recognizes that each SPA may require enhanced planning and community engagement in order to protect adjacent uses and meet the goals of this document. Therefore, any rezone effort associated with any SPA shall provide for extensive public outreach to ensure all community voices are heard and acknowledged. The rezone process shall also ensure a high quality, architecturally significant development as Carefree residents expect. See the Growth Element on page 26 for further detail regarding these specific planning considerations associated with these defined areas, as well as Goal SC-10 and Goal SC-11.

PAGE 27

The area is comprised of approximately ~~**21**~~ 16 acres (3 parcels) with frontage along Tom Darlington Drive and/or Carefree Highway. While the property is currently zoned for low-density residential (i.e. R-70) and thus can develop in this manner, given the proximity to more intense uses to the south and the east, and primary access via arterial streets, a more economically sustainable, destination-based resort/hospitality use, such as a low-profile casita style resort ~~**use**~~, with limited compatible commercial retail uses could be appropriate, provided that the development:

1) Establishes an ~~**effective**~~ robust, mature, native open space buffer to the very low density residential neighborhood to the west;

2) Provides for the continued preservation of the natural wash in accordance with floodplain regulations and the Carefree 3B Final Plat;

3) Supports the Town's fiscal and economic development goals, and aligns with the evolving commercial nature and resort lifestyle found in the area;

4) Utilizes high quality architectural character contextual materials, desert colors, all sited uniquely into the existing landforms complementing the existing adjacent and nearby uses, and avoiding prototypical and/or commercially branded architecture to provide a unique and cohesive design character;

5) Utilizes massing, building heights of 30' or less unless adjacent to residential, which will not exceed 24 ',~~**and**~~ density to minimize site disturbance ~~**and while taking into account proximity to adjacent uses**~~, and is thoughtful of adjacent homeowner views to prominent land forms ;

6) Focuses retail components east and south of the existing wash, or where not to have an impact on existing residential;

7) Incorporates the natural Sonoran Desert landscape;

8) Prohibits any access to Whileaway Road and Languid Lane. ~~**only residential access onto Languid Lane. Commercial or delivery access onto Languid is prohibited and any emergency only ingress/egress to Languid Lane is via controlled access only**~~ Parking fields are located and dispersed, and effectively screened with landscaping, berming, screen walls, or a combination of these elements;

9) there shall be no drive through uses, gas stations/car washes/garages, storage facilities, box stores, fast-food pads, and/or outdoor recreational courts.

PAGE 27 - continued

10) Lighting throughout the site will adhere to Dark Sky requirements incorporating landscape lighting, low-level pathway luminaries with lighting bollards, and pedestrian scale light poles where needed.

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Goal SC-11: Ensure future development within the SPA area at the northwest corner (NWC) of Carefree Highway and Tom Darlington Drive may only occur in a focused manner that conforms with this Plan.

Policies:

1. Development shall balance the need for the Town's fiscal health against a steadfast commitment to protect the Town's semi-rural character.

2. In addition to the measures outlined in the Growth Element, require development to provide any necessary mitigation through context and scale, architectural design, setbacks and buffering, use programming, and sound and light moderation. Design guidelines specific to the development shall be included with any rezone application excluding prototypical and/or commercially branded architecture.

3. This area impacts more than just the residents in the typical 500-foot notification area as specified in the Citizen Participation Ordinance. Therefore, any rezoning of the area shall require an enhanced notification process outlined in a required Citizen Participation Plan to include at a minimum: ~~**to include all homes and HOA contacts within Carefree 3B, Grandview Estates 1&2, and Black Mountain Foothills. Additionally, all notifications will include the Boulders North HOA.**~~

    - All homes and HOA contacts within Carefree 3B, Grandview Estates 1&2, and Black Mountain Foothills. Additionally, all notifications will include the Boulders North HOA;
    - Minimum 3 Neighborhood Meetings;
    - Minimum 2 large sign postings legible from the public right-of-way;
    - Press release issued by the Town once a formal application has been submitted to the Town;
    - Town shall send out additional email notifications and post on social media posts all neighborhood and public meetings;
    - The applicant shall design and maintain a project web page.

Page 80 Actions

SCA-C: ~~**Utilize the Planning and Zoning Commission or a Town Council appointed committee as an economic development advisory group to provide citizen guidance on the redevelopment of the Village Center and development of the SPA areas at the northeast corner (NEC) of Carefree Highway and Cave Creek Road, as well as the undeveloped land at the northwest corner (NWC) of Carefree Highway and Tom Darlington Drive.**~~ The Town shall form Development Stakeholder Advisory Committees to provide citizen guidance and education on the redevelopment of the Village Center and development of any Special Planning Area and/or other significant nonresidential project to review site history and current zoning, and to understand future implications and potential restrictions for the proposal.

SCA-H: The Town will form a Public Outreach Stakeholder Advisory Committee to provide guidance on revising the Citizen Participation Ordinance to include enhanced public outreach and notification standards. Encourage broad representation on the Committee from the community.

RESOLUTION NUMBER 2024-04

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF CAREFREE, ARIZONA ADOPTING THE "CAREFREE GENERAL PLAN" AND SUBMITTING THE PLAN TO THE VOTERS AT THE NOVEMBER 5, 2024, GENERAL ELECTION FOR RATIFICATION

WHEREAS, the Town approved and followed the "Public Involvement Plan" for the General Plan update outlining the comprehensive public outreach effort and specific community meetings, workshops, and events providing opportunities for comment and input into the development of the Carefree General Plan; and

WHEREAS, the "Carefree General Plan" consists of map(s) and statements of community goals and development policies along with descriptive text covering the existing conditions, current trends, and future conditions used to develop the essential elements of the General Plan; and

WHEREAS, at least sixty (60) days prior to the notice of the Planning Commission's public hearing on the proposed Carefree General Plan, the Planning and Zoning Division, as the designated Planning Agency of the Town, provided a copy of the proposed "Carefree General Plan" to the Planning Commission and to the Mayor and Council and submitted a copy for further comment to all parties as prescribed by A.R.S. §9-461.06 D.; and

WHEREAS, on May 13, 2024, the Carefree Planning Commission, as required, held a properly noticed public hearing on the proposed "Carefree General Plan" and voted to forward the proposed General Plan to the Town Council with a 4-3 recommendation for approval; and

WHEREAS, on June 4, 2024, the Carefree Town Council, as required, held a properly noticed public hearing on the proposed "Carefree General Plan" and voted to approve the General Plan draft, however, a required Supermajority was not reached to forward the Plan to the voters; and

WHEREAS, the reasons for updating the General Plan are to reflect the Town's long-term vision, goals and policies, and expectations regarding community land use and development, and to revise and update existing General Plan elements; and

WHEREAS, the Town Council through an extensive public outreach process has reviewed the proposed General Plan and received public comment on the proposed plan and believes that the adoption of the "Carefree General Plan" is in the best interest of the Town.

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

Section 1. Required Notice and Hearings Given and Held

The Mayor and Council of the Town of Carefree, Arizona finds and determine that notice has been given in the manner required by Arizona Revised Statutes of the proposal of the Town to adopt a new general plan (other than such notice as required for the election described in Section 5) and that the required publication was made in a newspaper of general circulation in the Town.

Section 2. Date of Adoption

The "Carefree General Plan" shall be deemed to have been adopted as of the date of this Resolution and shall be valid for a term of ten (10) years from the effective date as set forth in Section 5 of this Resolution. Nothing herein shall preclude the Mayor and Council of the Town of Carefree, Arizona from adopting a new General Plan or revising the adopted General Plan in a manner provided by law prior to this date.

Section 3. Submission to Qualified Electors of the Town

The Town Clerk is hereby authorized and directed to take all necessary action to implement this resolution and to submit the "Carefree General Plan", as adopted by this Council, to the qualified electors of the Town of Carefree, as a proposition item on the general election ballot with that election to be held November 5, 2024. The Town Clerk is further authorized to assess a $25.00

fee for submission of publicity pamphlet arguments as required by Arizona law. Arguments in favor of or in opposition to the "Carefree General Plan" may be submitted to the Town Clerk of the Town of Carefree, Arizona no later than 5:00 p.m., August 7, 2024, in the manner provided by law.

Section 4. Notice to the Voters

The Town Clerk on behalf of the Town shall include a general description of the "Carefree General Plan" and each of its elements in the publicity pamphlet that will be published for the general election to be held November 5, 2024. Such information shall be translated into Spanish in accordance with the Voting Rights Act of 1965 as amended, and the Town Clerk shall take all other steps necessary to comply with Federal Voting Rights law.

That the document known as the "Carefree General Plan", hereby referred to, is adopted to replace the 2012 General Plan, and is made a part hereof as if fully set out in this Resolution, subject to ratification by the voters.

The Town Clerk shall cause to be placed for public inspection copies of the "Carefree General Plan" in the following locations.

Town of Carefree Town Hall, 8 Sundial Circle, Carefree, Arizona, 85377

The Town of Carefree website: https://carefree.org/

The General Plan Update project website: https://carefree.org/carefree-general-plan-update

Section 5. Effective Date

The Mayor and Council shall canvass the election in the manner provided by law. Upon determination by the Mayor and Council of the Town of Carefree, Arizona that a majority of the votes cast were yes votes on the issue of the ratification of the "Carefree General Plan", the general plan shall be deemed approved and ratified by the qualified electors of the Town of Carefree, Arizona. If a majority of the qualified voters voting on the proposition fails to approve the

new plan the current 2012 General Plan shall remain in effect until a new plan is approved by the voters pursuant to A.R.S. §9-461.06.

PASSED, ADOPTED AND APPROVED by the Town Council of the Town of Carefree this 2nd day of July 2024.

Ayes ____ Noes ____ Abstentions ____ Absent ____

TOWN OF CAREFREE, an
Arizona Municipal Corporation

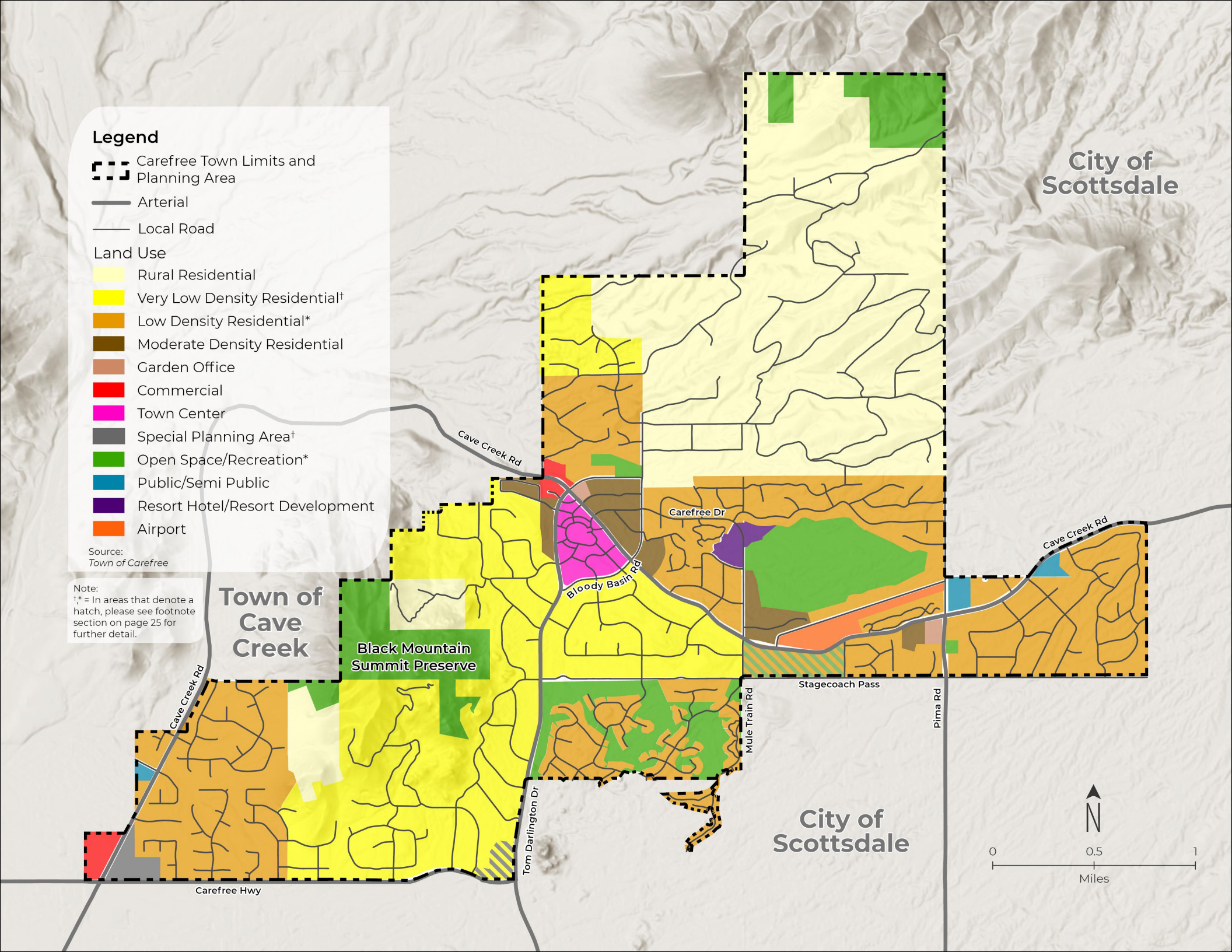
_____
John Crane, Mayor

ATTEST:

_____
Kandace French Contreras, Town Clerk

APPROVED AS TO FORM:

_____
Denis Fitzgibbons, Town Attorney


Legend
Carefree Town Limits and Planning Area
Arterial
Local Road
Land Use
Rural Residential
Very Low Density Residential†
Low Density Residential*
Moderate Density Residential
Garden Office
Commercial
Town Center
Special Planning Area†
Open Space/Recreation*
Public/Semi Public
Resort Hotel/Resort Development
Airport
Source:
Town of Carefree
Note:
†,* = In areas that denote a hatch, please see footnote section on page 25 for further detail.
Town of Cave Creek
City of Scottsdale
City of Scottsdale
Black Mountain Summit Preserve
Cave Creek Rd
Cave Creek Rd
Cave Creek Rd
Carefree Dr
Bloody Basin Rd
Stagecoach Pass
Mule Train Rd
Pima Rd
Tom Darlington Dr
Carefree Hwy
N
0
0.5
1
Miles

TOWN OF CAREFREE
STAFF REPORT

MEETING DATE: July 02, 2024

SUBJECT: Second Quarter Economic Development Update

PREPARED BY: Steve Prokopek, Economic Development Director

SUMMARY:

As part of the approved 2023/2024 Economic Development Work Plan, the Town Council requested quarterly updates in regard to the economic development effort. The Work Plan focuses on the development of northeast Corner Cave Creek Road and Carefree Highway, implementation of the Village Center Redevelopment Plan, and enhancing the business environment. Staff will provide a presentation on the economic development projects, an overview of the Town Center retail season, as well as, updates on events, activities and business/property owner engagement.

ACTION NEEDED:

Information Only

TOWN OF CAREFREE
STAFF REPORT

MEETING DATE: July 02, 2024

SUBJECT: **Review and discussion regarding amendments to the Town's Municipal Separate Storm Sewer System (MS4) standards, Carefree Town Code Chapter 5, Article 6, Section 12. (First Reading).**

PREPARED BY: **Stacey Bridge-Denzak, Planning Director & Zoning Administrator**

SUMMARY:

These proposed revisions to Town Code were written in response to a routine audit of the Town's stormwater management program conducted by the Arizona Department of Environmental Quality in September 2023.

The Town of Carefree is required by law to comply with the provisions set forth by the United States Environmental Protection Agency under the Clean Water Act. These provisions require the Town to have a National Pollutant Discharge Elimination System (NPDES) permit to discharge storm water from the Town's storm drains into waters of the United States. The permit is administered through the Arizona Department of Environmental Quality (ADEQ). ADEQ mandates the adoption of ordinances to address pollution entering the Town's storm drains and washes.

A 2023 audit by the ADEQ identified areas within Town Code which need to be strengthened, specifically the Section pertaining to penalties for violations of discharge limits.

Section 5-6-12 of Town Code details enforcement procedures and penalties for violations of the Town's stormwater ordinance. The proposed revisions strengthen Town Code by clarifying property owner responsibilities, detailing procedures for processing violations and aligning penalties for violations with those of neighboring communities.

ACTION NEEDED:

This is the first reading of the proposed Town Code amendments. No action is needed at this time.

Attachments

Attachment 1 - Proposed Ordinance 2024-02

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, ADOPTING AMENDMENTS TO CHAPTER 5, ARTICLE 6, SECTION 12 OF THE TOWN CODE OF THE TOWN OF CAREFREE, ARIZONA.

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

Section 1: The Mayor and Common Council deem it necessary, in order to conserve, promote, and protect the public health, safety and welfare, as it pertains to violations of the town's stormwater ordinance, to amend that certain document known as the Code of the Town of Carefree, Arizona.

Section 2: All ordinances and portions of ordinances in conflict with the provisions of this Ordinance, or inconsistent with the regulations of this Ordinance, are hereby repealed to the extent necessary to give this Ordinance full force and effect.

Section 3: The Amendments are made to Chapter 5, Article 6, Section 12 of the Town of Carefree Code, Amended as follows (additions are shown as underlined**,** and deleted language is ~~crossed out~~):

Section 5-6-12 Violations, Enforcement and Penalties

A. Responsibility

The owner of record of the property upon which a violation of this article occurs is presumed to be a person having lawful control over an activity or real property, unless the owner establishes that another person has knowingly and in good faith accepted responsibility for the activity or property at issue. If more than one person is identified as the owner of record, those persons are jointly and severally in lawful possession and control of the activity or land.

The transfer of ownership, possession, or control of real property to another person does not relieve the transferor of responsibility for violations of this article which occurred before the transfer unless the transferee accepts responsibility in writing for the violations.

B.~~A.~~ Violations

It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this article. Any person who has violated or continues to violate the provisions of this article, may be subject to the enforcement actions outlined in this section or may be restrained by injunction or otherwise abated in a manner provided by law. The remedies specified in this article are cumulative, and the Town Administrator, or the Town Attorney, may proceed under these or any other remedies authorized by law. In addition to any other authorized remedies, a person who violates any provision of this article shall be guilty of a Class 1 misdemeanor. Each day of violation shall be a separate offense.

In the event the violation constitutes an immediate danger to public health or public safety, the town is authorized to enter upon the subject property, without giving prior notice, to take any and all measures necessary to abate the violation and/or restore the property. The town is authorized to seek the costs of the abatement as outlined in Section 5-6-17.

C.~~B.~~ Notice of violation

Whenever the town finds that a person has violated a prohibition or failed to meet a requirement of this article, the town may order compliance by written notice of violation~~, to the responsible person.~~ compliance order, or other compliance and enforcement documentation to any person who has violated or is in violation of this article. Failure to perform any act required in the notice of violation, compliance order, or other compliance and enforcement documentation shall be a separate violation for each day the violation continues beyond the date of the notice of violation compliance order, or other compliance and enforcement documentation.

D.~~C.~~ Compensatory action

The Town Administrator may enter into consent orders, assurances of voluntary compliance, negotiated settlement agreements or other similar documents establishing an agreement with any person responsible for noncompliance. These documents have the same force and effect as any other orders issued under this article and may be enforced by a court of competent jurisdiction. In lieu of the enforcement proceedings, penalties, and remedies authorized by this article, the town may impose upon a violator alternative compensatory action ~~such as storm drain stenciling, attendance at compliance workshops, wash cleanup, etc~~.

E.~~D.~~ Suspension of MS4 access

1. Emergency cease and desist orders

When the town finds that any person has violated, or continues to violate, any provision of this article, or any order issued hereunder, or that the person's past violations are likely to recur, and that the persons violation(s) has (have) caused or contributed to an actual or threatened discharge to the MS4 or waters of the United States which reasonably appears to present an imminent or substantial endangerment to the health or welfare of persons or to the environment the town may issue an order to the violator directing it immediately to cease and desist all such violation and directing the violator to:

a. Immediately comply with all ordinance requirements: and

b. Take such appropriate preventive action as may be needed to properly address a continuing or threatened violation, including immediately halting operations and/or terminating the discharge.

Any person notified of an emergency order directed to it under this subsection shall immediately comply and stop or eliminate its endangering discharge. In the event of a discharger's failure to immediately comply voluntarily with the emergency order, the town may take such steps as deemed necessary to prevent or minimize harm to the MS4 or waters of the United States, and/or endangerment to persons or to the environment, including immediate termination of a facility's water supply, sewer connection, or other municipal utility services. The town may allow the person to recommence its discharge when it has demonstrated to the satisfaction of the town that the period of endangerment has passed, unless further termination proceedings are initiated against the discharger under this article. A person that is responsible, in whole or in part, for anv discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful discharge and the measures taken to prevent any future occurrence, to the town within five days of receipt of the emergency order. Issuance of an emergency cease and desist order shall not be a bar against or a prerequisite for, taking any other action against the violator.

2. Suspension due to illicit discharges in emergency situations

The town may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge, which presents or may present imminent and substantial danger to the

environment, or to the health or welfare of person, or to the MS4 or waters of the United States. If the violator fails to comply with a suspension order issued in an emergency, the town may take such steps as deemed necessary to prevent or minimize damage to the MS4 or waters of the United States, or to minimize danger to persons.

3. Suspension due to the detection of illicit discharge

a. Any person discharging to the MS4 in violation of this article may have their MS4 access terminated if such termination would abate or reduce an illicit discharge. The town will notify a violation of the proposed termination of its MS4 access. The violator may petition the town for a reconsideration and hearing.

b. A person commits an offense if the person reinstates MS4 access to premises terminated pursuant to this Section, without the prior approval of the town.

F.~~E.~~ Civil penalties

~~In the event the alleged violation fails to take the remedial measures set forth in the notice of violation or otherwise fails to cure the violation described therein within five days, or such greater period as the town shall deem appropriate, after the town has taken one or more of the actions described above, the town may impose a penalty not to exceed $750 (depending on the severity of the violation) for each day the violation remains unremedied after receipt of the notice of violation.~~ A person who violates this article is subject to a civil sanction of not more than $750.00 for each violation. Each day of each violation shall constitute a separate violation. The Town Administrator may request the Town Attorney commence an action in a court of competent jurisdiction to recover the civil penalties.

Section 4: If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the amendments of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 5: The immediate operation of the provision of this Ordinance is necessary for the immediate preservation of the public peace, health and safety; and emergency is hereby declared to exist; and this ordinance shall be effective immediately and in full force and effect from and after its passage, adoption and approval by the Mayor and the Common Council of the Town of Carefree as required by law.

Section 6: The Town Clerk of the Town of Carefree shall incorporate the Amendment set forth herein into the Town Code of the Town of Carefree, Arizona.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, ARIZONA, this _____ day of August, 2024.

Ayes ____ Noes ____ Abstentions ____ Absent ____

TOWN OF CAREFREE

_____

John Crane, Mayor

Attest:

_____

Kandace French Contreras, Town Clerk

Approved as to Form:

_____

Denis Fitzgibbons, Town Attorney

TOWN OF CAREFREE
STAFF REPORT

MEETING DATE: July 02, 2024

SUBJECT: **Review, discussion and possible action to award a contract for the Tom Darlington Pedestrian Crosswalk Project.**

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

SUMMARY:

The Tom Darlington Pedestrian Crosswalk Improvements Project is the result of the Town working with residents and the Maricopa Association of Governments (MAG) to improve safety for pedestrians near the town center. The project will implement pedestrian safety measures at three crosswalks along Tom Darlington Road at Wampum Way, Ho Road/Ridgeview Place and Cave Creek Road.

In general, the street improvements include adding new curbs, refuge islands, signs, and striping to calm vehicular traffic flow and improve bike lanes through the intersections. Additionally, new pedestrian signs, crossing lights, ADA ramps, handrails and crosswalk striping will enhance pedestrian comfort and safety when crossing the streets.

The project is partially funded by a grant administered by MAG. The grant amount for this project is $405,000. The Town entered into a Joint Agency Agreement to secure this funding in March 2023.

The initial bid opening took place in September 2023. There were no bidders. The second bid opening for the project took place on May 30, 2024, with three contractors submitting bids. The results are as follows:

Falcone Brothers Construction - $761,264
Standard Construction -- $909,764
Hawk Construction - $944,449

Town staff has verified that Falcone Brothers Construction has a current and active Arizona General Construction A General Engineering license with no complaints filed as of May 30, 2024. Staff also checked three references supplied by Falcone Brothers Construction with no negative feedback.

FUNDING: 53% of the funding will be provided through a grant from MAG. The Town's Capital Project budget provides for the remaining funds.

ACTION NEEDED:

Staff recommends the Council award the contract to Falcone Brothers Construction for the amount of $761,264.

Attachments

Ped X Contract
Ped X Plans

TOWN OF CAREFREE
CONTRACTOR AGREEMENT

PROJECT NUMBER: 2024-01

PROJECT NAME: PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

THIS CONTRACTOR AGREEMENT (hereinafter "the Agreement"), is made and entered into effective this _____ day of _____, 2024, between _____, (hereinafter "CONTRACTOR") and the Town of Carefree, Arizona (hereinafter "TOWN"), an Arizona municipal corporation. (CONTRACTOR and TOWN hereinafter designated "the PARTIES").

1. **Project:** Installation of PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT in Carefree, Arizona, being project number 2024-01 (hereinafter "the Project").

2. **Scope of Services:** TOWN requests CONTRACTOR to perform Project services ("the Work") described on the bid schedule and as follows:

   Overview:

   1. Pedestrian Crosswalk Improvements
   2. Slurry Seal
   3. Striping and Pavement Markings

   Work shall be performed in accordance with the contract documents, which consist of the plans and specifications therein, MAG Uniform Standard Specifications for Public Works Construction (2012 Edition) where applicable, Supplemental Conditions, if any, General Conditions, the Town of Carefree Town Code, industry accepted quality workmanship, and other specifications and details contained within the contract documents and the Contractor's bid, as accepted (to the extent not inconsistent with the foregoing.) Performance Bond, Payment Bond, Certificates of Insurance and Change Orders, if any, are by this reference made a part of the Agreement to the same extent as if set forth herein in full.

   Contractor agrees to perform the Work in consideration for and subject to the terms and conditions hereinafter set forth, and in accordance with all federal, state, county and Town laws, statutes, ordinances, rules and regulations applicable to the Project and the Work. Contractor represents and warrants that its work, findings, designs, plans and specifications, recommendations and professional advice are or will be done, made or prepared in a good and workmanlike manner and in accordance with generally accepted contracting practices. Contractor further covenants and agrees, at its own cost and expense, to do the Work and install the required material as called for by the Agreement, free and clear of all claims, liens and charges whatsoever in the manner and under the conditions specified within the time, or times, stated in the bid form.

3. **Payment:** TOWN shall pay CONTRACTOR as compensation for the Work the sum of $_____.

4. **Method of Payment:** Each month, CONTRACTOR shall furnish to TOWN a statement of the Work performed for compensation during the preceding month, as authorized by the Agreement. TOWN shall pay statement within 30 days of receipt. Final payment shall be made within forty (40) days after final inspection and acceptance of the Work.

   CONTRACTOR shall be solely responsible for all costs incurred in connection with the accomplishment of the Work for the Project. In addition to any other right and remedy it may have, TOWN may deduct from any amount due or to become due to CONTRACTOR, any amount necessary to protect TOWN, in TOWN's reasonable opinion, from any loss arising from CONTRACTOR's breach of the Agreement.

5. **Additional Services:** It is agreed that any changes in the scope of the Work requested by TOWN or TOWN's representatives or by reason of revisions or changes in any applicable law, regulation, policy standard or personnel of any governmental agency, district or utility company having jurisdiction over all or any part of the Work or Project after the date of the Agreement, shall constitute extra work, and CONTRACTOR shall be compensated for said extra work as agreed between CONTRACTOR and TOWN or on a time-and-expense basis, subject to and conditioned upon a written change order signed by TOWN for any such extra work. CONTRACTOR agrees that it will make no claim for additional fees or expenses other than those specifically set forth in the Agreement and in written change orders signed by TOWN. In the absence of a written change order signed by TOWN, CONTRACTOR agrees that it will have no claim for compensation for extra work and hereby releases TOWN from any such claim.

6. **Intent of Independent Contractor Relationship:** The PARTIES intend that the relationship created by the Agreement shall be that of service recipient and independent contractor and not that of employer and employee. In this regard, CONTRACTOR shall retain the exclusive right to control and direct all details of the Work.

   For all purposes, including but not limited to the Federal Insurance Contributions Act ("FICA"), the Social Security Act, the Federal Unemployment Tax Act ("FUTA"), income tax withholding requirements, and all other federal, state and local laws, rules and regulations, CONTRACTOR (and CONTRACTOR's respective employees, if any) shall be treated as an independent contractor and not as an employee with respect to the TOWN.

7. **No Benefits:** None of the benefits, if any, which are provided by TOWN to its employees, shall be available to CONTRACTOR (or CONTRACTOR's employees, if any, which for purposes of this Paragraph 7 shall be included in the term "CONTRACTOR"). CONTRACTOR's exclusion from benefit programs maintained by TOWN is a material term of the terms of compensation negotiated by the PARTIES and is not premised on CONTRACTOR's status as a non-employee with respect to TOWN. To the extent that CONTRACTOR may become eligible for any benefit programs maintained by TOWN (regardless of the timing of or reason for eligibility), CONTRACTOR hereby waives CONTRACTOR's right to participate in these programs. CONTRACTOR's waiver is not conditioned on any representation or assumption concerning CONTRACTOR's status under the common law test. CONTRACTOR agrees that consistent with CONTRACTOR's independent contractor status, CONTRACTOR will not apply for any government-sponsored benefits that are intended to apply to employees.

8. **Workers' Compensation Coverage:** CONTRACTOR acknowledges that as an independent contractor, CONTRACTOR and CONTRACTOR'S employees, if any, shall not be entitled to workers' compensation benefits from TOWN.

9. **Equipment and Tools:** CONTRACTOR shall provide and be responsible for maintaining any equipment and tools that CONTRACTOR uses, or determines is necessary, to accomplish the Work.

10. **Manner, Time and Location:** The PARTIES agree that time is of the essence as it relates to completion of the Work under the Agreement. CONTRACTOR shall have the right to perform the Work in such manner, at such times, and at such locations as CONTRACTOR deems appropriate. TOWN shall have no right to interfere with CONTRACTOR's judgment with respect to manner, time, and place of performance of the Work, so long as any performance deadlines that may be established by TOWN are satisfied. CONTRACTOR agrees that any damages incurred under this provision of the Agreement shall be defined pursuant to §108.9, Failure to Complete on Time of the MAG General Conditions.

11. **Right to Engage Assistants:** CONTRACTOR shall have the right to engage others to assist in the accomplishment of the Work. CONTRACTOR shall be solely responsible for paying all compensation owed to any assistants CONTRACTOR engages and for paying, and/or withholding and remitting to the appropriate government agency, any applicable employment taxes that might be owed with respect to this compensation. CONTRACTOR also shall indemnify and hold TOWN harmless for, from and against any and all liabilities attributable to the obligations imposed on CONTRACTOR under the Agreement. The PARTIES acknowledge that CONTRACTOR shall retain the exclusive right to determine which workers CONTRACTOR shall engage for these purposes.

12. **Performing Services for Others:** TOWN agrees that CONTRACTOR may perform services for others, so long as the performance of these services does not interfere with the completion of the Work.

13. **Warranties:** CONTRACTOR warrants all services and materials CONTRACTOR provides as part of the Work against defects to the services and materials so provided for in the workmanship according to MAG §108.8.

14. **Default**: CONTRACTOR understands and agrees that stopping work including withholding delivery of documents, applications or other work product to TOWN, any agency or other person, other than for nonpayment of amounts due under the Agreement, shall constitute a default under the Agreement and shall result in liability on the part of CONTRACTOR for damages including liability by reason of work stoppage. Upon any default under the Agreement by CONTRACTOR, including but not limited to any stoppage other than for non-payment of amounts due under the Agreement, TOWN shall have no further obligation to pay any amounts due under the Agreement to CONTRACTOR.

15. **Documents:** TOWN shall receive and may retain any and all work product of CONTRACTOR, including all documents, plans, drawings, specifications, analyses, designs, models, ideas, reports, charts and computer programs prepared by or on behalf of CONTRACTOR or otherwise utilized by CONTRACTOR (collectively "Work Product") in the discharge of its responsibilities under the Agreement, which Work Product shall immediately thereafter become the sole and exclusive property of TOWN.

    TOWN is also granted a royalty-free, perpetual license to use, reproduce, copy and distribute the Work Product for itself and for its other contractors, subcontractors and consultants either as needed in connection with the Project contemplated under the Agreement or as needed for reference and information related to the use, occupancy or maintenance of the completed Project.

16. **Termination:** TOWN may terminate the Agreement with or without cause by giving thirty (30) days' written notice to CONTRACTOR. In such event, TOWN shall forthwith pay CONTRACTOR in full for all work previously authorized in writing and satisfactorily performed prior to the effective date of termination.

17. **Indemnification:** CONTRACTOR agrees to indemnify and save harmless TOWN and its elected and appointed officers, agents, boards, commissions, employees, attorneys and representatives from all suits, including attorneys' fees and costs of litigation, actions, laws damage, expense, cost or clams, of any character or of any nature arising out of or in connection with any act or omission of CONTRACTOR, its agents and employees, and of any subcontractor, its agents and employees, in the course of the performance of the Work or in connection with the Project or the Agreement which results directly or indirectly in the injury to or death of any person or persons, or the damage of any property of any person or persons, or on account of act, claim or amount arising or recovered under workers' compensation law, or arising out of any failure of CONTRACTOR or those acting under CONTRACTOR to conform to any statutes, ordinances, regulations, laws or court decrees, or which results in a claim, lien or charge (in which event CONTRACTOR shall pay and take all steps necessary to remove the claim, lien or charge at no cost to TOWN). It is the

intent of the PARTIES that TOWN shall, in all instances, be indemnified and held harmless by CONTRACTOR against any liability, losses and damages of any nature whatsoever for or on account of any injuries to or death of persons or damages to or destruction of property belonging to any person arising out of or in any way connected with the Agreement or the performance of the Work, whether the liability, losses and damages are caused by or alleged to be caused in whole or in part by the negligence, gross negligence or fault of TOWN or any of its officers, agents, attorneys or employees.

Prior to commencing any work under the Agreement, CONTRACTOR will procure and maintain a certificate of insurance covering liability and property damage issued by an insurance company authorized to transact business in the State of Arizona, as shall protect CONTRACTOR and its employees, agents and any other person or entity responsible for performing the Work under the Agreement, from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from or be related to the Work, the Project or the Agreement. The certificate of insurance shall name TOWN as an additional insured and shall be delivered to TOWN prior to commencing any work under the Agreement. Such insurance shall be primary and shall provide coverage for all liability under the Agreement. The policy limits of such liability and property damage insurance shall contain not less than the following limits of coverage: (1) $1 million for death or bodily injury or loss sustained by any one person per occurrence; (2) $2 million for death or bodily injury or loss sustained by more than one person per occurrence; and (3) $1 million for loss sustained for damage to property occasioned per occurrence. Such insurance shall be maintained in full force and effect until all work under the Agreement is complete.

18. **Notices:** Any notice under the Agreement must be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to TOWN or to CONTRACTOR at the corresponding address below. CONTRACTOR shall be obligated to notify TOWN in writing of any change in his address. Notices of change of address shall be effective only when done in accordance with this paragraph.

To TOWN:

Gary S. Neiss
Town Administrator
Town of Carefree
8 Sundial Circle
P. O. Box 740
Carefree, Arizona 85377

With a copy to: Dennis Fitzgibbons
Town Attorney
Fitzgibbons Law
1115 East Cottonwood Lane
Suite 150
Casa Grande, AZ 85122

To CONTRACTOR: _____

_____

_____

19. **Integration:** The Agreement is intended to be the final, complete, and exclusive statement of the terms of CONTRACTOR'S engagement by TOWN. The Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of CONTRACTOR, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of TOWN, now or in the future, apply to CONTRACTOR and are inconsistent with the terms of the Agreement, the provisions of the Agreement shall control.

20. **Amendments; Waivers:** The Agreement may not be amended except by an instrument in writing, signed by each of the PARTIES. Failure to exercise any right under the Agreement shall not constitute a waiver of such right.

21. **Assignment; Successors and Assigns:** Neither TOWN nor CONTRACTOR shall assign any rights or obligations under the Agreement. The Agreement shall be binding upon the PARTIES, their heirs, successors, transferees and assigns.

22. **Attorneys' Fees:** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of the Agreement, the prevailing PARTY shall be entitled to recover reasonable attorneys' fees and costs.

23 **Governing Law:** The Agreement shall be governed by and construed in accordance with the law of the State of Arizona.

24. **Interpretation:** The Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example, and not in limitation, the Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in the Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

25. **Severability:** If any one or more of the provisions of the Agreement shall be held or found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

26. **Contractor Acknowledgment:** CONTRACTOR acknowledges that CONTRACTOR has had the opportunity to consult legal counsel in regard to the Agreement, that CONTRACTOR has read and understands the Agreement, that CONTRACTOR is fully aware of its legal effect, and that CONTRACTOR has entered into it freely and voluntarily and based on Contractor's own judgment and not on any representations or promises other than those contained in the Agreement.

27. **Certification:** I, _____, the _____ of CONTRACTOR, hereby certify that I have read and understood and agree to the above provisions of the Agreement and have had an opportunity to seek advice regarding the provisions that I found to be ambiguous.

The PARTIES have duly executed the Agreement as of the date first written above.

"The TOWN"

TOWN OF CAREFREE, ARIZONA,
an Arizona municipal corporation

By_____

Its _____

"CONTRACTOR"

_____

By _____

Its _____

Social Security Number or
Employer Identification Number:

_____

IN WITNESS WHEREOF, three (3) identical counterparts of this contract, each of which shall for all purposes be deemed an original thereof, have been duly executed by the PARTIES herein above named, on the date and year first above written.

CONTRACTOR:

_____
Company Name

BY: _____
Signature

_____
Individual Name/Title

ADDRESS: _____

_____

CORPORATE SEAL:

TOWN OF CAREFREE

By: _____
John Crane, Mayor

ATTEST:

By:_____
Kandace French, Town Clerk

APPROVED AS TO FORM:

_____
Denis Fitzgibbons, Interim Town Attorney

CONTRACT BOND

STATUTORY PERFORMANCE BOND
PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE
ARIZONA REVISED STATUTES

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal) as Principal, and _____, a corporation organized and existing under the laws of the State of _____ with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, County of Maricopa, State of Arizona in the amount of _____Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Town of Carefree, dated the _____ day of _____, 2024 for Project Number 2024-01, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the contract during the original term of the contract and any extension of the contract, with or without notice to the surety, and during the life of any guaranty required under the contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise, it remains in full force and effect.

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of A.R.S.34-222 and A.R.S.34-223 and all liabilities on this Bond shall be determined in accordance with these sections to the extent as if they were copied at length in this agreement. If the provisions of this bond conflict with the terms of these sections, the latter control.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney's fees as may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2024.

_____

PRINCIPAL

_____

BY:

_____

SURETY (SEAL)

_____

AGENCY OF RECORD

AGENCY ADDRESS

_____

_____

LABOR AND MATERIALS BOND
STATUTORY PAYMENT BOND
PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE
ARIZONA REVISED STATUTES
(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, _____ (hereinafter called the Principal), as Principal, and _____ a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Town of Carefree, County of Maricopa, State of Arizona (hereinafter called the Obligee), in the amount of _____ Dollars ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Town of Carefree dated the _____ day of _____, 2024 for Project No. 2024-01, which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to the Principal or the Principal's subcontractors in the prosecution of the work provided for in said contract, this obligation is void. Otherwise, it remains in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, of the Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34,

Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in herein.

The prevailing party in a suit on this bond shall be entitled to such reasonable attorney fees as may be fixed by a Judge of the Court.

WITNESS our hands the _____ day of _____, 2024.

_____

PRINCIPAL

_____

BY:

_____

SURETY (SEAL)

_____

AGENCY OF RECORD

_____

AGENCY ADDRESS:

_____

_____

_____

TOWN OF CAREFREE
CERTIFICATE OF INSURANCE

Town Dept: PUBLIC WORKS	Project Title: CAVE CREEK ROAD IMPROVEMENTS AND PEDESTRIAN CROSSWALK IMPROVEMENTS	PROJECT #2024-01

Companies Affording Coverage		Current State of Arizona License		Current A.M. Best Rating
Producer:		Yes	NO	
	A._____	_____	_____	_____
	B._____	_____	_____	_____
	C._____	_____	_____	_____
	D._____	_____	_____	_____
	E._____	_____	_____	_____
Insured:				

This is to certify that the insurance policies listed below have been issued to the insured named above for the policy period indicated

Co Ltr	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (mm/dd/yy)	POLICY EFFECTIVE DATE (mm/dd/yy)	LIMITS	(,000)
	General Liability □ Commercial General Liability □ Occurrence □ Claims Made □ Owner's & Contractors Prot. □ Per Project Product/Completed Operations				General Aggregate Products-Comp/op Agg. Personal & Adv. Injury Each Occurrence Fire Damage (any one fire) Med. Exp. (any one person)	$_____ $_____ $_____ $_____ $_____ $_____
	Automobile Liability □ Any Auto □ All Owned Autos □Scheduled Autos □ Hired Autos □ Non0Owned Autos □ Garage Liability				Combined Single Limit Bodily Injury (per person) Bodily Injury (per accident) Property Damage	 $_____ $_____ $_____
	Professional Liability □ Type _____ □ Claims Made □ Occurrence				Each Claim All Claims	$_____ $_____
	Excess Liability □ Umbrella Form □ Other than umbrella form □ Claims Made □ Occurrence				Each Occurrence Aggregate	$_____ $_____
	Builders Risk					
	Other					

Description of Operations/Locations/Vehicles/Special Items:
Town of Carefree, its representatives, agents and employees, is an Additional Insured under Commercial General Liability ISO Form CG 20 10 11 85 or equivalent, Auto Liability ISO Form CA 20 48 or equivalent, and Excess Liability follow form to underlying coverage. All cited insurance shall be primary coverage and waive rights to recovery (subrogation), including Workers Compensation, against Town of Carefree. No policy shall be canceled or materially changed without 30 days advance written notice. Certificate not valid unless signed by authorized representative of Insurance Company.

CERTIFICATE HOLDER/ADDITIONAL INSURED	Authorized Representative of the insurance company(ies)
Town of Carefree 8 Sundial Circle PO Box 740 Carefree, AZ 85377	Signature:_____ Date:_____

NOTICE TO PROCEED

TO:

PROJECT No: 2024-01

DESCRIPTION: PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

In accordance with the Contract dated _____, you are hereby notified to commence work on _____and you are to complete the WORK within ninety (90) consecutive calendar days thereafter. The date of completion of all WORK is therefore _____. Official time extensions thereto shall be considered and authorized in strict conformance with General Conditions or M.A.G. Standard Specifications.

TOWN OF CAREFREE

BY:_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged.

BY:_____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 2023.

_____ _____

NOTARY PUBLIC My Commission Expires

PROJECT OWNER

TOWN OF CAREFREE
8 SUNDIAL CIRCLE
PO BOX 740
CAREFREE, ARIZONA 85377
CONTACT: MARK MILSTONE, PE, TOWN ENGINEER
PHONE: (480) 488-3686
EMAIL: MARK@CAREFREE.ORG

ENGINEER

RICK ENGINEERING COMPANY
2401 W PEORIA AVE STE. 130
PHOENIX, ARIZONA 85029
CONTACT: DALE E. MILLER, PE
PHONE: (480) 522-0330
EMAIL: DMILLER@RICKENGINEERING.COM

BENCHMARK

FOUND 3" MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, DOWN 0.4' AT THE INTERSECTION OF TOM DARLINGTON DRIVE AND STAGE COACH PASS.

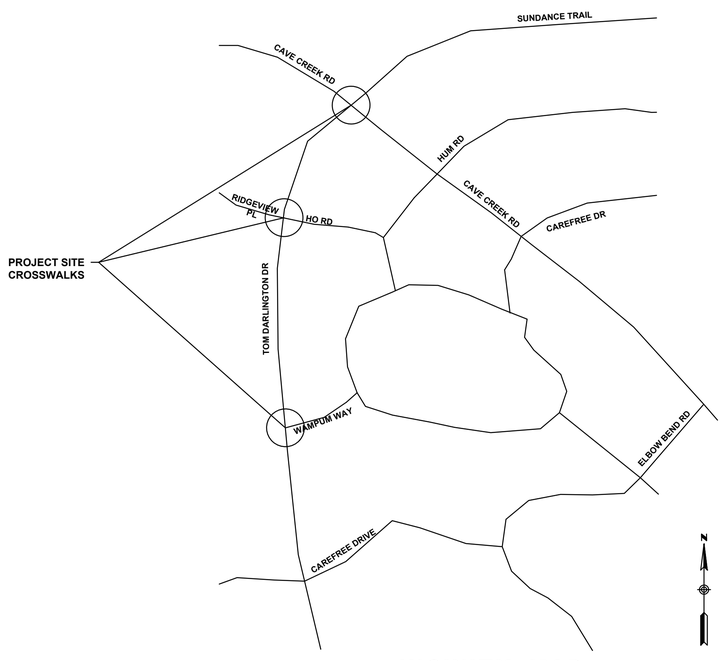
ELEVATION = 2369.98 (NAVD88)

BASIS OF BEARING

THE CENTERLINE OF CAVE CREEK ROAD FROM THE INTERSECTION OF CAVE CREEK ROAD AND TOM DARLINGTON ROAD TO THE INTERSECTION OF CAVE CREEK ROAD AND HO HUM ROAD. SAID LINE BEARS SOUTH 43 DEGREES 51 MINUTES 21 SECONDS EAST.

TOWN OF CAREFREE

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT



VICINITY MAP

ESTIMATED QUANTITIES			
ITEM #	ITEM DESCRIPTION	QUANTITY	UNIT
1	REMOVE ASPHALT PAVEMENT	513	SY
2	REMOVE CONCRETE PAVEMENT	1,092	SF
3	REMOVE BRICK PAVERS	312	SF
4	REMOVE CONCRETE CURB	574	LF
5	REMOVE CONCRETE SIDEWALK	706	SF
6	REMOVE TRAFFIC SIGN, POST, AND FOUNDATION	17	EA
7	REMOVE AND RESTORE LANDSCAPE PLANTINGS	1	LS
8	REMOVE DETECTABLE WARNING SURFACES	135	SF
9	RELOCATE RRFB ASSEMBLY	2	EA
10	RELOCATE BLINKER PEDESTRIAN CROSSING SIGN AND POST	1	EA
11	RELOCATE TRAFFIC SIGN, POST, AND FOUNDATION	5	EA
12	RELOCATE DIRECTIONAL WAYFINDING SIGN	1	EA
13	OBLITERATE EXISTING TRAFFIC CONTROL MARKINGS	9,000	SF
14	CONSTRUCT CONCRETE SIDEWALK AND LANDING PADS, TERRACOTTA RED COLOR	950	SF
15	CONSTRUCT CONCRETE SIDEWALK WITH EXPOSED AGGREGATE FINISH, TERRACOTTA RED	2,064	SF
16	CONSTRUCT VERTICAL CURB & GUTTER, MAG DETAIL 220-1 TYPE A	365	LF
17	CONSTRUCT RIBBON CURB, MAG DETAIL 220-1 TYPE B	104	LF
18	CONSTRUCT SINGLE CURB, MAG DETAIL 222, TYPE A	365	LF
19	CONSTRUCT HEADER CURB, 6" WIDTH	44	LF
20	CONSTRUCT MODIFIED SINGLE CURB WITH SAFETY RAIL	30	LF
21	CONSTRUCT PARALLEL CURB RAMP, MAG DETAIL 238-3	130	SF
22	CONSTRUCT RADIAL PARALLEL CURB RAMP, MAG DETAIL 236-5, SINGLE RAMP	100	SF
23	INSTALL DETECTABLE WARNING DEVICE	544	SF
24	CONSTRUCT CONCRETE PAVEMENT SECTION	746	SF
25	CONSTRUCT ASPHALT CONCRETE PAVEMENT	119	SY
26	INSTALL BRICK PAVERS	110	SF
27	INSTALL DECOMPOSED GRANITE LANDSCAPE MATERIAL, 2" DEPTH	1,040	SF
28	FURNISH & INSTALL ONE-WAY RRFB ASSEMBLY	4	EA
29	FURNISH & INSTALL TWO-WAY RRFB ASSEMBLY	1	EA
30	INSTALL PVC ELECTRICAL CONDUIT, 3" DIA	150	LF
31	INSTALL DYNAMIC SPEED FEEDBACK SIGN ASSEMBLY	1	EA
32	INSTALL RAISED PAVEMENT MARKERS, ADOT TYPE "D" AND "G"	1	LS
33	INSTALL RAISED PAVEMENT MARKERS, ADOT TYPE "JY"	1	LS
34	APPLY THERMOPLASTIC PAVEMENT MARKING, WHITE	7,000	SF
35	APPLY THERMOPLASTIC PAVEMENT MARKING, YELLOW	2,000	SF
36	APPLY TRAFFIC PAINT TO NEW OR EXISTING CURB, WHITE	560	SF
37	APPLY TRAFFIC PAINT TO NEW OR EXISTING CURB, YELLOW	114	SF
38	APPLY WHITE THERMOPLASTIC PAVEMENT SYMBOL OR LEGEND	66	EA
39	APPLY GREEN PAINT FOR BIKE LANE SYMBOL BOX	2,620	SF
40	APPLY ASPHALT EMULSION SLURRY SEAL	12,350	SY
41	INSTALL BLINKER STOP SIGN, POST, AND FOUNDATION	8	EA
42	INSTALL EXISTING STREET NAME SIGN ON NEW POST	2	EA
43	INSTALL NEW TRAFFIC SIGN, POST, AND FOUNDATION	9	EA
44	ADJUST WATER METER AND VALVE BOX AND COVER	1	EA
45	TRAFFIC CONTROL	1	LS
46	MOBILIZATION	1	LS

Sheet List Table		
Sheet Number	Sheet Title	Sheet Description
1	CVR-01	COVER SHEET
2	GN-01	GENERAL NOTES & DETAILS
3	GN-02	GENERAL NOTES & DETAILS
4	DM-01	DEMOLITION PLAN – TOM DARLINGTON DR & WAMPUM WAY
5	DM-02	DEMOLITION PLAN – TOM DARLINGTON DR & HO ROAD
6	PL-01	IMPROVEMENT PLAN – TOM DARLINGTON DRIVE & WAMPUM WAY
7	PL-02	IMPROVEMENT PLAN – TOM DARLINGTON DRIVE & HO ROAD
8	PL-03	IMPROVEMENT PLAN – TOM DARLINGTON DRIVE & CAVE CREEK ROAD
9	CS-01	STAKING PLAN – TOM DARLINGTON DRIVE & WAMPUM WAY
10	CS-02	STAKING PLAN – TOM DARLINGTON DRIVE & HO ROAD
11	CS-03	STAKING PLAN – TOM DARLINGTON DRIVE & CAVE CREEK ROAD
12	SS-01	SIGNING & STRIPING PLAN – STA 5+40 TO 16+00
13	SS-02	SIGNING & STRIPING PLAN – STA 16+00 TO 24+82
14	SI-01	SIGN INVENTORY

UTILITY COMPANIES			
OWNER	UTILITY	REPRESENTATIVE	PHONE NO.
ARIZONA PUBLIC SERVICE	ELECTRIC	KRISTAL KROSS	602-493-4225
BLACK MOUNTAIN SEWER COMPANY	SEWER	MICHELLE THOMPSON	480-285-7729
TOWN OF CAREFREE WATER DEPARTMENT	WATER	GREG CROSSMAN	480-488-9100
COX COMMUNICATIONS	TELECOM	USIC DISPATCH CENTER	800-778-9140
CTLQL- CENTURYLINK	TELECOM	USIC DISPATCH CENTER	800-778-9140
SOUTHWEST GAS	GAS	ELM LOCATING DISPATCH	623-780-3350
LIBERTY UTILITIES	SEWER	KEN KALYTA	623-826-8841
CAVE CREEK WATER	WATER	DENNIS CHARLES	480-797-3876

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Date Signed 9/29/23
ARIZONA, U.S.A.

RICK ENGINEERING COMPANY
San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver
2401 W PEORIA AVE, STE 130
PHOENIX, AZ 85029
602.957.3350
rickengineering.com

PROJECT NO:	6761	DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023	CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

COVER SHEET

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

DRAWING NO.
CVR-01
SHEET NO. 1 OF 14

\\cp.rickeng.com\projects\P05500\6761_Ped_Crosswalk\Civil\PlanSets\6761-CVR.dwg - plotted by: kroeckner ON 2023-10-03 @ 12:57 - ctb:rec_ncs_2022.ctb - © 2023 Rick Engineering Company

RICK ENGINEERING COMPANY NOTES

GENERAL

1. THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL IMPROVEMENTS ARE BUILT, CONSTRUCTED, AND/OR INSTALLED IN ACCORDANCE WITH THESE PROJECT PLANS AND THE TECHNICAL SPECIFICATIONS FOR THE WORK
2. THE CONTRACTOR IS RESPONSIBLE FOR THE SURVEY, LAYOUT, AND STAKING OF THE PROPOSED IMPROVEMENTS FOR CONSTRUCTION PURPOSES
3. IF THERE ARE ANY QUESTIONS REGARDING THE PLANS OR THE INTENT OF THE DESIGN, THE CONTRACTOR SHALL CONTACT THE ENGINEER AND DISCUSS THE ISSUE SO THAT IT IS CLARIFIED OR RESOLVED PRIOR TO THE START OF CONSTRUCTION
4. THE CONTRACTOR SHALL TAKE THE NECESSARY STEPS AND PRECAUTIONS TO PROTECT AND SAFEGUARD ADJACENT IMPROVEMENTS AND PROPERTY FROM DAMAGE DUE TO CONSTRUCTION ACTIVITIES ASSOCIATED WITH THIS PROJECT
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND OBTAINING ANY PERMITS NEEDED TO COMPLETE THE PROJECT, POTENTIALLY INCLUDING AN AGENCY BUSINESS LICENSE, RIGHT OF WAY WORK PERMIT, WATER USAGE AGREEMENT, ETC., AND INCLUDE THE COSTS FOR THE SAME, IF ANY, IN THE PROJECT BID PRICES
6. THE CONTRACTOR SHALL ALSO EMPLOY EFFECTIVE STORM WATER MANAGEMENT TO PREVENT EROSION AND/OR SILT AND DEBRIS FROM LEAVING THE CONSTRUCTION SITE DURING THE ENTIRE DURATION OF THE PROJECT BY APPROPRIATE MEANS INCLUDING THE USE OF SAND BAGS, WADDLES, HAY BALES, TEMPORARY SILTATION BASINS, SILT DIKES/DAMS, SHORING, ETC.
7. ALL PROJECT IMPROVEMENTS INCLUDING BUT NOT LIMITED TO MANHOLE FRAMES, VALVE BOXES, VAULTS, HANDHOLES, FIRE HYDRANTS, ETC., SHALL BE SET OR RESET TO FINISHED GRADE OF THE SURROUNDING GROUND OR PAVEMENT SURFACE WHETHER OR NOT SPECIFICALLY CALLED OUT ON THE PLANS OR IN THE SPECIFICATIONS
8. QUANTITIES SHOWN ON THE PLANS ARE ESTIMATES ONLY FOR BIDDING PURPOSES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES AND NOTIFYING THE OWNER AND THE ENGINEER IF ANY SIGNIFICANT DIFFERENCES HAVE BEEN IDENTIFIED.

UTILITIES

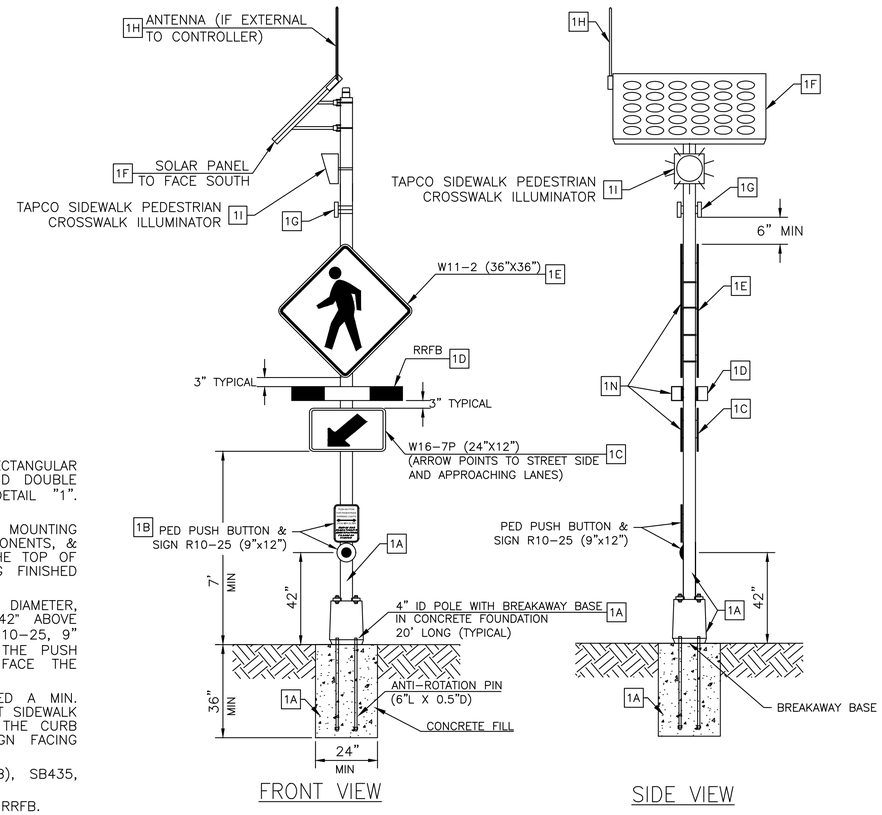
1. THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR UTILITY STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM UTILITY MAPPING PROVIDED BY THE VARIOUS UTILITY COMPANIES BASED ON AN AZ811 UTILITY MAPPING REQUEST
2. THE LOCATION OF THE UTILITIES MAY OR MAY NOT BE ACCURATELY SHOWN ON THE UTILITY MAPPING PROVIDED AND ON THE PROJECT PLANS
3. THERE MAY BE OTHER UTILITY LINES AND FACILITIES PRESENT THAT ARE IN SERVICE OR HAVE BEEN ABANDONED WITHIN THE PROJECT CORRIDOR OR AREA THAT ARE NOT SHOWN ON THE MAPPING AND ON THE PLANS
4. THE CONTRACTOR IS RESONSIBLE FOR CONTACTING AZ811 (BLUE STAKE) PRIOR TO COMMENCING ANY DIGGING ACTIVITIES TO HAVE THE LOCATIONS OF THE UTILITIES MARKED IN THE FIELD AT THE PROJECT SITE
5. THE CONTRACTOR IS ALSO RESPONSIBLE FOR VISUALLY INSPECTING THE MARKED UTILITIES AT THE PROJECT SITE TO ASCERTAIN IF ANY POTENTIAL CONFLICTS EXIST BETWEEN THE PROPOSED IMPROVEMENTS UNDER THIS PROJECT AND THE EXISITNG UTILITY FACILITIES
6. THE CONTRACTOR SHALL 'POTHOLE' TO DETERMINE THE EXACT LOCATION AND DEPTH OF EXISTING UTILITY FACILITIES TO IDENTIFY ANY POTENTIAL CONFLICTS BETWEEN UTILITY FACILITIES AND THE PROPOSED IMPROVEMENTS AND, IF NEEDED, REVIEW THE INFORMATION WITH THE OWNER AND THE ENGINEER TO RESOLVE ANY POTENTIAL CONFLICT PRIOR TO CONSTRUCTION
7. THE CONTRACTOR SHALL OBSERVE ALL POSSIBLE PRECAUTIONS WHEN WORKING IN CLOSE PROXIMITY TO EXISTING UTILTY LINES AND/OR STRUCTURES TO PROTECT THE SAME AND AVOID ANY DAMAGE TO THE UTILITY FACILITIES
8. SHOULD ANY UTILITY FACILITY BE DAMAGED BY THE CONTRACTOR'S ACTIVITIES, THE CONTRACTOR SHALL CONTACT AND COORDINATE WITH THE UTILITY OWNER FOR THE REPAIR OF THE FACILITY AT NO ADDITIONAL COST TO THE PROJECT

CONSTRUCTION JOBSITE SAFETY

1. THE CONTRACTOR ASSUMES SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT INCLUDING SAFETY OF ALL PERSONS AND PROPERTY
2. THIS SAFETY REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS
3. THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER
4. NEITHER THE OWNER NOR THE ENGINEER WILL ENFORCE SAFETY MEASURES OR REGULATIONS
5. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, AND MAINTENANCE OF ALL SAFETY DEVICES INCLUDING SHORING
6. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONFORMING TO ALL LOCAL, STATE, AND FEDERAL SAFETY AND HEALTH STANDARDS, LAWS, AND REGULATIONS
7. THE CONTRACTOR SHALL FOLLOW THE GUIDELINES AND REGULATIONS AS SET FORTH BY OSHA CONCERNING THE PROJECT WORK AND JOBSITE ACTIVITIES

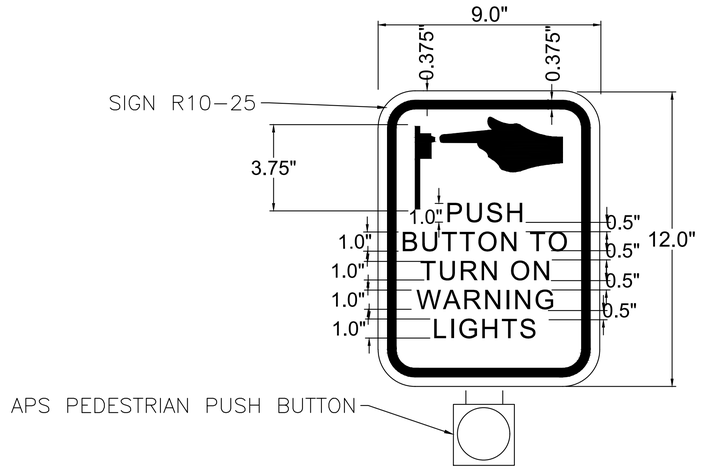
RRFB NOTES:

1. FURNISH AND INSTALL PEDESTRIAN CROSSING SIGN WITH ONE–WAY RECTANGULAR RAPID FLASHING BEACON SYSTEM, POLE–MOUNTED, SINGLE SIDED AND DOUBLE SIDED, & SOLAR POWERED. COMPLETE INSTALLATION PER PLAN DETAIL "1". INDIVIDUAL COMPONENTS INCLUDE, BUT ARE NOT LIMITED TO:
   - A. STANDARD TRAFFIC SIGNAL/SIGN POLE, 20 FT TALL, 4" ID, WITH MOUNTING HARDWARE, BRACKETS USED FOR MOUNTING SIGNS AND OTHER COMPONENTS, & A BREAKAWAY BASE INSTALLED ON THE CONCRETE FOUNDATION. THE TOP OF THE POLE FOUNDATION SHALL BE LEVEL WITH THE SURROUNDING FINISHED GRADE.
   - B. ACCESSIBLE PEDESTRIAN SIGNAL (APS) PUSH BUTTON, 2" MINIMUM DIAMETER, POLARA BULLDOG TYPE, MOUNTED ON POLE AT A HEIGHT OF 42" ABOVE ADJACENT SIDEWALK SURFACE. PUSH BUTTON INFORMATION SIGN, R10–25, 9" WIDE BY 12" HIGH, SHALL BE PROVIDED AND INSTALLED ABOVE THE PUSH BUTTON. PUSH BUTTON AND ACCOMPANYING SIGN ARE TO FACE THE SIDEWALK/CROSSWALK.
   - C. DOWNWARD DIAGONAL ARROW SIGN, W16–7P, 24" X 12", MOUNTED A MIN. HEIGHT TO THE BOTTOM OF THE SIGN OF 7 FT. ABOVE THE ADJACENT SIDEWALK SURFACE. DOWNWARD LEFT SIGN FACING ON–COMING TRAFFIC IN THE CURB LANE AND DOWNWARD RIGHT SIGN ON THE MEDIAN ISLANDS SIGN FACING ON–COMING TRAFFIC IN THE INSIDE LANE.
   - D. HIGH PERFORMANCE RECTANGULAR RAPID FLASHING BEACON (RRFB), SB435, CROSSWALK LIGHTING SYSTEM.
   - E. PEDESTRIAN WARNING SIGN, W11–2, 36" X 36", MOUNTED ABOVE THE RRFB.
   - F. SOLAR PANEL MOUNTED AT OR NEAR THE TOP OF THE SIGN POLE. FURNISH AND INSTALL SOLAR PANEL COMPLETE WITH MOUNTINGS, BRACKETS, AND WIRING TO OPERATE THE RRFB DEVICE MOUNTED ON THE POLE PER THE MANUFACTURER'S RECOMMENDATIONS. SOLAR PANEL TO FACE SOUTH TO OPTIMIZE SUNLIGHT ONTO SOLAR PANEL SURFACE.
   - G. FURNISH AND INSTALL A SYSTEM NETWORK CONTROLLER SUITABLE FOR AND COMPATIBLE WITH THE OPERATION OF RRFB UNITS. CONTROLLER TO BE HOUSED IN A SUITABLE ENCLOSURE CABINET MOUNTED TO POLE AT LEAST 6" ABOVE THE W11–2 SIGN. RRFB UNITS IN THE MEDIAN AND ON THE OTHER SIDE OF STREET ARE TO OPERATE BY RADIO CONTROL.
   - H. POLES WITH RRFB LIGHTS SHALL BE EQUIPPED WITH AN INTERNAL OR EXTERNAL ANTENNA FOR RADIO CONTROL VIA THE CONTROLLER.
   - I. FURNISH AND INSTALL A TAPCO SIDEWALK PEDESTRIAN CROSSWALK ILLUMINATOR, SOLAR POWERED, PER THE MANUFACTURER'S GUIDELINES.
   - J. THE RRFB UNITS SHALL BE ACTIVATED BY THE PEDESTRIAN, BICYCLIST, OR WHEELCHAIR OCCUPANT BY PRESSING THE PUSH BUTTON CONTROL PROVIDED ON EACH POLE LOCATED ADJACENT TO THE SIDEWALK CROSSING OF THE STREET.
   - K. THE RRFB UNITS SHALL BE PROGRAMMED TO USE THE WIG–WAG AND SIMULTANEOUS (WW+S) FLASH PATTERN UPON ACTIVATION.
   - L. THE RRFB SHALL FLASH FOR A TOTAL LENGTH OF TIME AS DETERMINED BY THE TOTAL STREET CROSSING LENGTH AT A SPEED OF 2 FEET/SECOND PLUS A 5 SECOND CLEARANCE INTERVAL.
   - M. THE SOLAR PANEL IS TO BE SIZED BY THE VENDOR TO FULLY POWER THE RRFB SIGNAL LIGHTS, PEDESTRIAN PUSH BUTTONS, CROSSWALK ILLUMINATION LIGHTING, RRFB CONTROLLER, RADIO CONTROL COMMUNICATIONS BETWEEN RRFB SIGNAL ASSEMBLIES, AND ALL OTHER ELECTRICAL EQUIPMENT NEEDS. SOLAR PANEL SIZING IS TO BE BASED ON 36 DAYTIME ACTIVATIONS AND 12 NIGHTTIME ACTIVATIONS.
   - N. REPLICATE NOTES C, D, AND E ON OPPOSITE SIDE OF POLE TO CREATE TWO–SIDED RRFB AT LOCATIONS SHOWN ON PLANS
2. CONTRACTOR TO PROVIDE ALL MATERIALS, SUPPLIES, HARDWARE AND LABOR TO PROVIDE A RRFB RAPID FLASHING BEACON SIGNAL THAT IS FULLY FUNCTIONAL FOR ITS INTENDED PURPOSE
3. CONTRACTOR TO RESTORE GROUND SURFACE AND LANDSCAPE MATERIALS DISTURBED BY CONSTRUCTION ACTIVITIES TO PRE–EXISTING CONDITION OR BETTER



PEDESTRIAN CROSSING SIGN WITH RECTANGULAR RAPID FLASHING BEACON SYSTEM
(POLE MOUNTED, SINGLE– OR DOUBLE–SIDED, SOLAR POWERED, RADIO CONTROLLED)
N.T.S.

1 ONE-WAY OR TWO-WAY RECTANGULAR RAPID FLASHING BEACON (RRFB) ASSEMBLY



2 PEDESTRIAN SIGN CONFIGURATION

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NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Revised 9/29/23
ARIZONA, U.S.A.

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PROJECT NO:	6761	DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023	CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

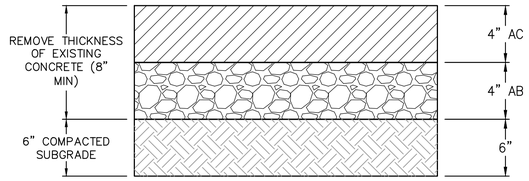
PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

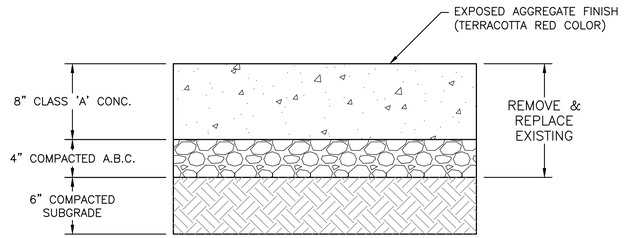
GENERAL NOTES & DETAILS

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Call 811 or click Arizona811.com

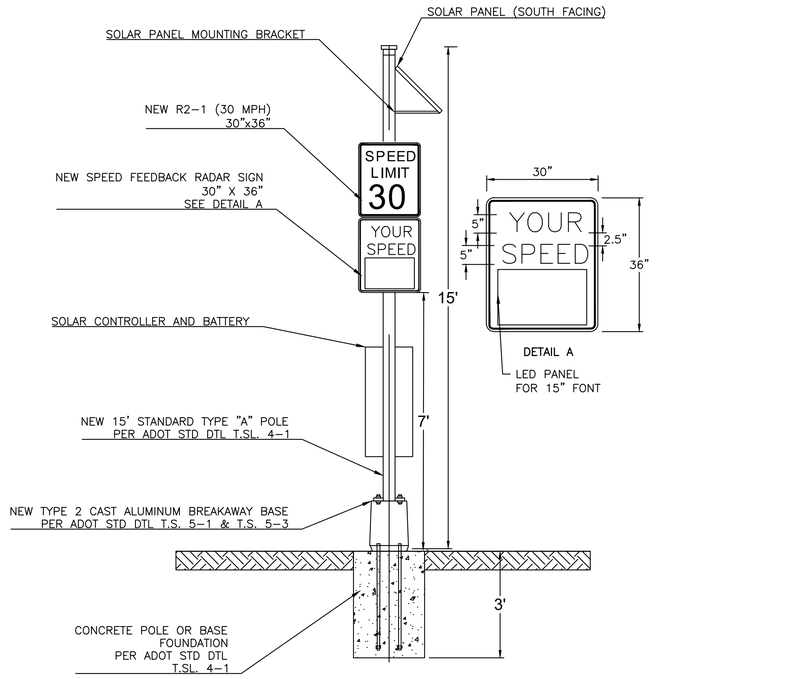
DRAWING NO.
GN-01
SHEET NO. 2 OF 14

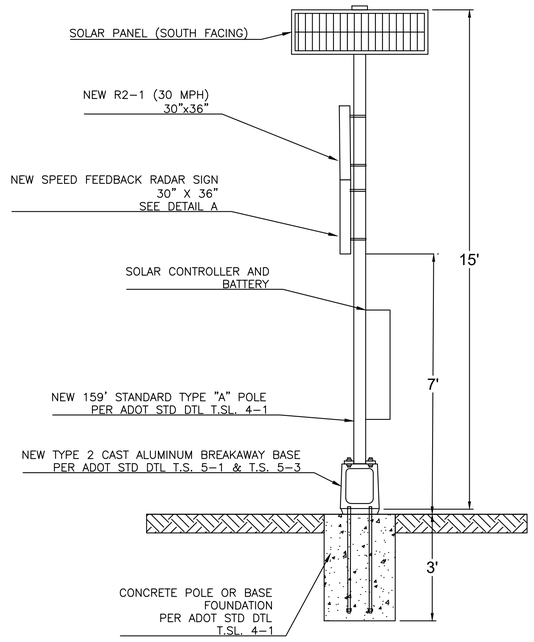


1 PAVEMENT SECTION 1 – ASPHALT (AC) PAVEMENT



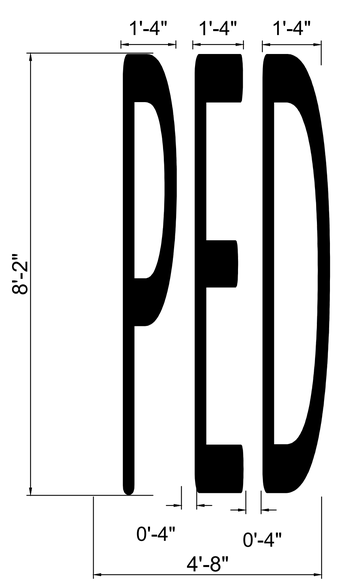
2 PAVEMENT SECTION 2 – CONCRETE PAVEMENT



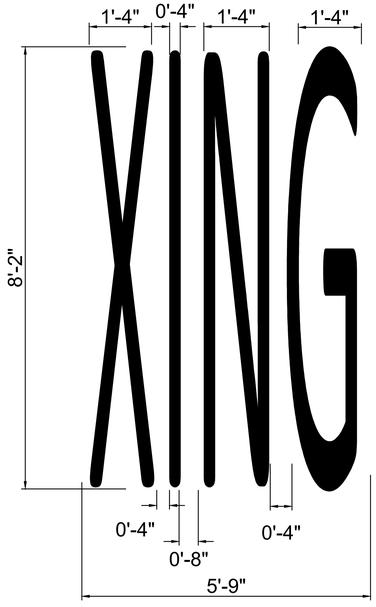


3 SPEED FEEDBACK SIGN ASSEMBLY (NEW INSTALLATION)

NOTE: CONTRACTOR TO FURNISH AND INSTALL TYPE A POLES

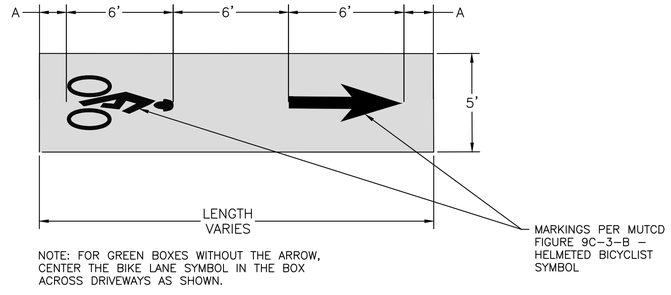


MODIFIED PED PAVEMENT MARKING PER ADOT M-7 & M-8



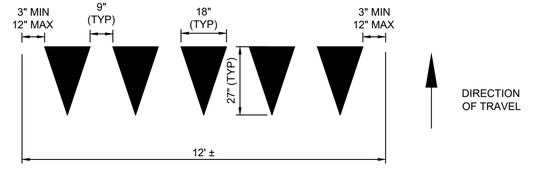
XING PAVEMENT MARKING PER ADOT M-6

6 PAVEMENT MARKINGS



NOTE: FOR GREEN BOXES WITHOUT THE ARROW, CENTER THE BIKE LANE SYMBOL IN THE BOX ACROSS DRIVEWAYS AS SHOWN.

7 BIKE BOX DETAIL



9 YIELD LINE TRIANGLE MARKINGS (WHITE)

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO.
18686
RICHARD A. WALLACE
Date Signed 9/29/23
ARIZONA, U.S.A.

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PHOENIX, AZ 85029
602.957.3350

PROJECT NO:	6761	DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023	CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

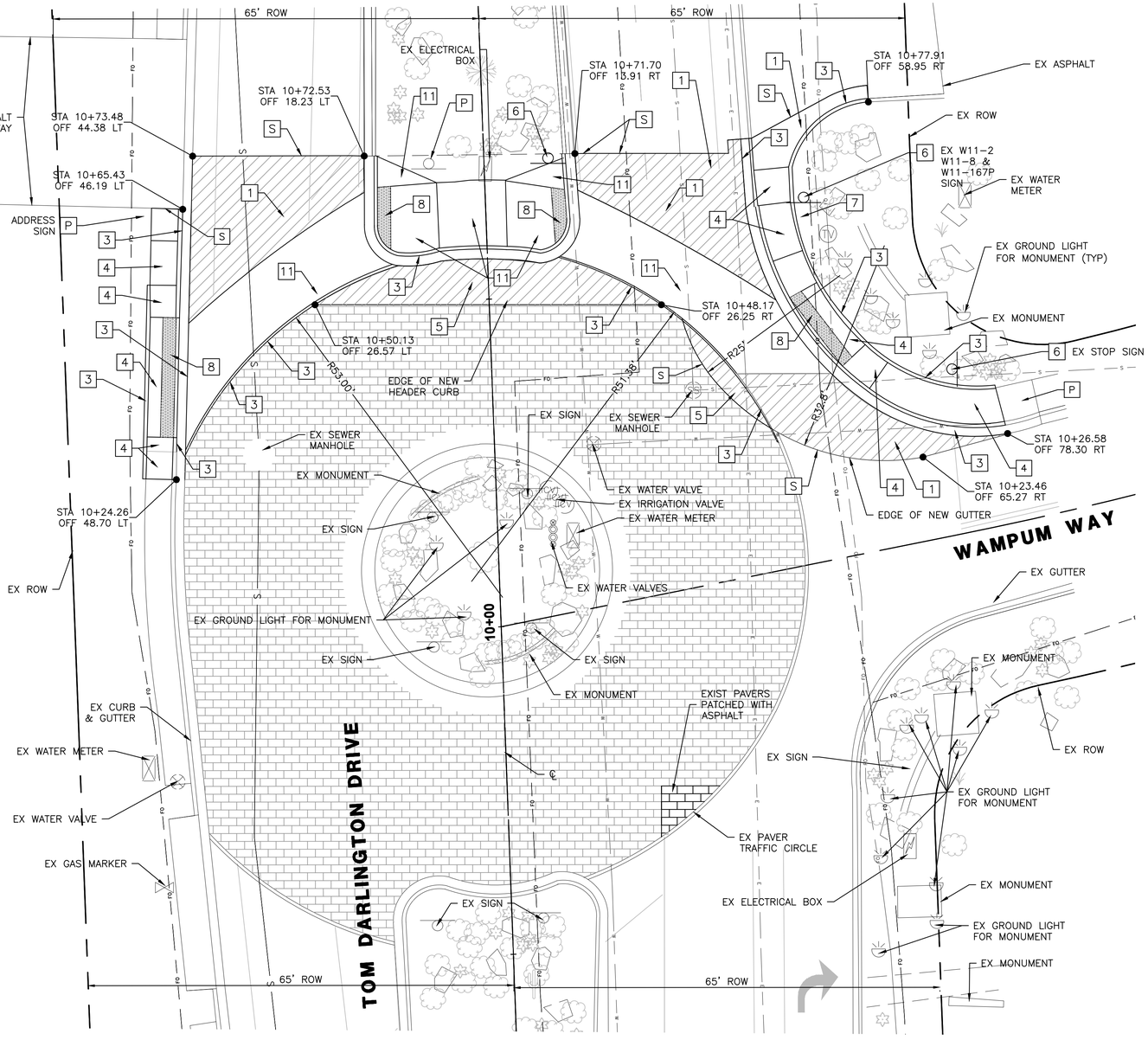
TOWN OF CAREFREE, ARIZONA

GENERAL NOTES & DETAILS

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DRAWING NO.
GN-02
SHEET NO. 3 OF 14

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DEMOLITION PLAN

REMOVAL/RELOCATE NOTES

NO.	DESCRIPTION
1	REMOVE ASPHALT PAVEMENT SECTION
2	RELOCATE RRFB ASSEMBLY. NEW LOCATIONS PER IMPROVEMENT PLAN
3	REMOVE CURB & GUTTER, RIBBON CURB, SINGLE CURB, OR HEADER CURB
4	REMOVE SIDEWALK
5	REMOVE BRICK PAVERS
6	RELOCATE SIGN, POST, & FOUNDATION. NEW LOCATIONS PER IMPROVEMENT, SIGNING & STRIPING PLANS
7	REMOVE & REPLACE LANDSCAPING IN KIND
8	REMOVE DETECTABLE WARNING AREA
9	NOT USED
10	NOT USED
11	REMOVE CONCRETE PAVEMENT SECTION
S	SAWCUT & MATCH EXISTING. 2' MIN FROM EXISTING EDGE OF PAVEMENT
M	MATCH EXISTING
P	PROTECT IN PLACE

GENERAL NOTES

1. CONSTRUCTION CALLOUTS DIMENSIONED TO ROADWAY CONSTRUCTION CENTERLINE (℄)
2. EDGE RADIUS ARE DIMENSIONED TO EDGE OF PAVEMENT
3. SEE SIGNING AND STRIPING PLAN SHEETS FOR PAVEMENT MARKING AND RELATED DETAILS

NOTE: PROTECT PAVERS IN PLACE NOT BEING REMOVED. SALVAGE BRICK PAVERS FOR SUBSEQUENT USE IN REPAIRING THE EXISTING PATCHED SECTION. ANY UNUSED PAVERS ARE TO BE DELIVERED TO THE TOWN AT A DESIGNATED AREA.

SCALE
10 0 5 10

NO.	BY	DATE	REVISION

SEAL:
Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Deceased 9/29/23
ARIZONA, U.S.A.

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602.957.3350

PROJECT NO: 6761 | DRAWN/DESIGNED BY: K. ROECKNER
DATE: 09/29/2023 | CHECKED BY: D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:
TOWN OF CAREFREE, ARIZONA

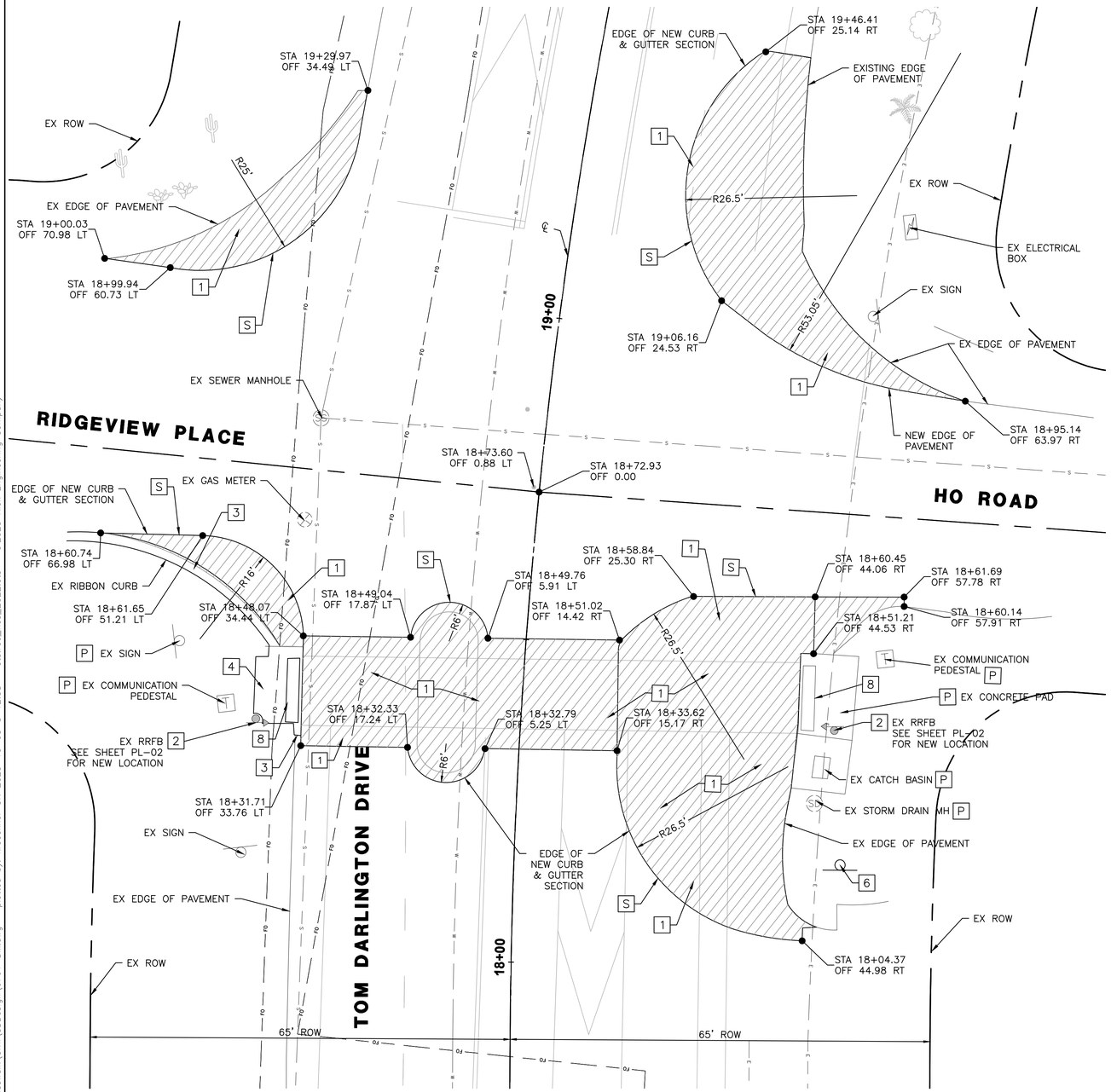
PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

DEMOLITION PLAN
TOM DARLINGTON DR & WAMPUM WAY

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DRAWING NO.
DM-01
SHEET NO. 4 OF 14

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DEMOLITION PLAN

REMOVAL/RELOCATE NOTES

NO.	DESCRIPTION
1	REMOVE ASPHALT PAVEMENT SECTION
2	RELOCATE RRFB ASSEMBLY. NEW LOCATIONS PER IMPROVEMENT PLAN
3	REMOVE CURB & GUTTER, RIBBON CURB, SINGLE CURB, OR HEADER CURB
4	REMOVE SIDEWALK
5	REMOVE BRICK PAVERS
6	RELOCATE SIGN, POST, & FOUNDATION. NEW LOCATIONS PER IMPROVEMENT, SIGNING & STRIPING PLANS
7	REMOVE & REPLACE LANDSCAPING IN KIND
8	REMOVE DETECTABLE WARNING AREA
9	NOT USED
10	NOT USED
11	REMOVE CONCRETE PAVEMENT SECTION
S	SAWCUT & MATCH EXISTING. 2' MIN FROM EXISTING EDGE OF PAVEMENT
M	MATCH EXISTING
P	PROTECT IN PLACE

GENERAL NOTES

1. CONSTRUCTION CALLOUTS DIMENSIONED TO ROADWAY CONSTRUCTION CENTERLINE (℄)
2. EDGE RADIUS ARE DIMENSIONED TO EDGE OF PAVEMENT
3. SEE SIGNING AND STRIPING PLAN SHEETS FOR PAVEMENT MARKING AND RELATED DETAILS

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO.
18686
RICHARD A.
WALLACE
Revised 9/29/23
ARIZONA, U.S.A.

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rickengineering.com

PROJECT NO:	6761
DRAWN/DESIGNED BY:	K. ROECKNER
CHECKED BY:	D. MILLER
DATE:	09/29/2023

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

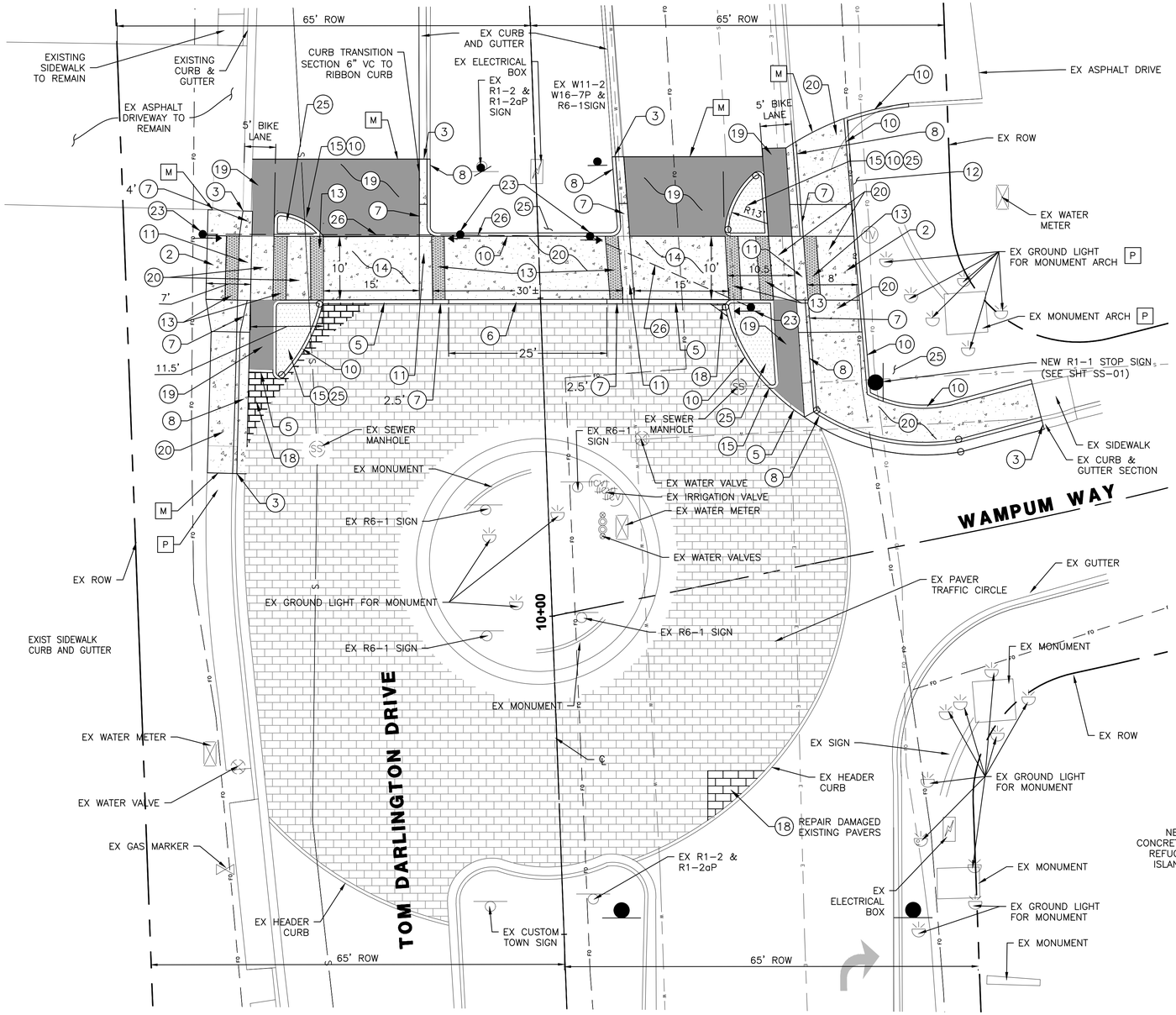
DEMOLITION PLAN
TOM DARLINGTON DR & HO ROAD

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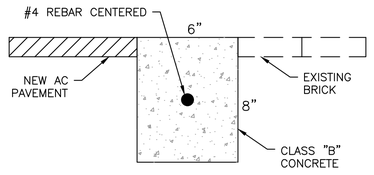
DRAWING NO.
DM-02
SHEET NO. 5 OF 14

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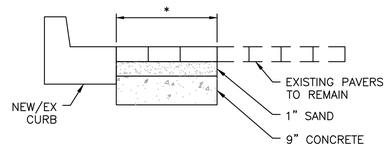


IMPROVEMENT PLAN

SCALE
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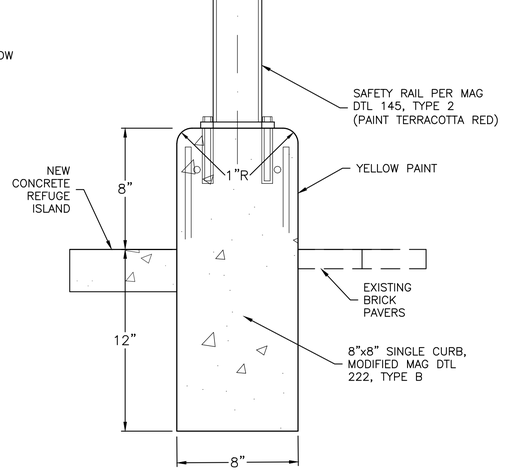


HEADER CURB

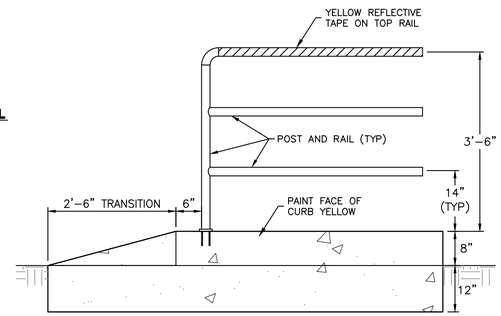


* USE EXISTING REMOVED BRICK TO PLACE HERE ON NEW SAND AND CONCRETE BASE PER MAG DTL 225

BRICK PAVER DETAIL



MODIFIED SINGLE CURB DETAIL



SAFETY RAIL DETAIL

CONSTRUCTION NOTES

NO.	DESCRIPTION
1	CONSTRUCT PEDESTRIAN REFUGE ISLAND/MEDIAN SEE SHEET CS01 – STAKING DETAILS
2	CONSTRUCT PARALLEL CURB RAMP PER MAG DTL 238-3 (SEE PLAN FOR SIZE). INCLUDE EXPOSED AGGREGATE FINISH, TERRACOTTA RED COLOR
3	MATCH CURB & GUTTER
4	TRANSITION FROM SINGLE CURB TO RIBBON CURB
5	CONSTRUCT 6" WIDE HEADER CURB PER DETAIL ON SHEET PL-01
6	CONSTRUCT MODIFIED SINGLE CURB PER DETAIL ON SHEET PL-01 WITH SAFETY RAIL
7	CONSTRUCT CURB TRANSITION PER MAG SD 221 – 5' LONG EXCEPT WHERE NOTED
8	VERTICAL CURB & GUTTER PER MAG SD 220-1 TYPE A
9	NOT USED
10	SINGLE CURB TYPE A PER MAG DETAIL 222, MATCH ADJACENT COLOR & TEXTURE
11	RIBBON CURB PER MAG STD DET 220-1 TYPE B
12	INVENTORY AND REPLACE ANY DISTURBED VEGETATION, LANDSCAPING AND IRRIGATION SYSTEMS
13	2' WIDE DETECTABLE WARNING MAT, TERRACOTTA COLOR
14	CONSTRUCT CONCRETE PAVEMENT PER SECTION 2, SHT GN-02
15	CONSTRUCT CURB BULB OUT ISLANDS. SEE STAKING DETAILS
16	NOT USED
17	CONSTRUCT CURB TRANSITION TO SINGLE CURB PER MAG DETAIL 222
18	INSTALL BRICK PAVERS PER DETAIL THIS SHEET
19	CONSTRUCT AC PAVEMENT PER SECTION 1, SHEET GN-02
20	CONSTRUCT SIDEWALK, EXPOSED AGGREGATE FINISH, TERRACOTTA RED COLOR, 6" THICKNESS
21	NOT USED
22	RELOCATE EXISTING TWO-WAY RRFB ASSEMBLY TO LOCATION SHOWN ON PLAN
23	FURNISH & INSTALL ONE-WAY RRFB ASSEMBLY PER DTL 1, SHT GN-01
24	FURNISH & INSTALL TWO-WAY RRFB ASSEMBLY PER DTL 1, SHT GN-01
25	INSTALL DECOMPOSED GRANITE INSIDE CURB AREA, 2" DEPTH
26	INSTALL 3" PVC CONDUIT FOR RRFB COMMUNICATION WIRING
S	SAWCUT & MATCH EXISTING
M	MATCH EXISTING
P	PROTECT IN PLACE

GENERAL NOTES

1. CONSTRUCTION CALLOUTS DIMENSIONED TO ROADWAY CONSTRUCTION CENTERLINE (℄)
2. EDGE RADII ARE DIMENSIONED TO BACK OF CURB
3. SEE SIGNING AND STRIPING PLAN SHEETS FOR PAVEMENT MARKING AND RELATED DETAILS

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Rescinded 9/29/23
ARIZONA, U.S.A.

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PHOENIX, AZ 85029
602.957.3350
rickengineering.com

PROJECT NO:	6761
DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023
CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

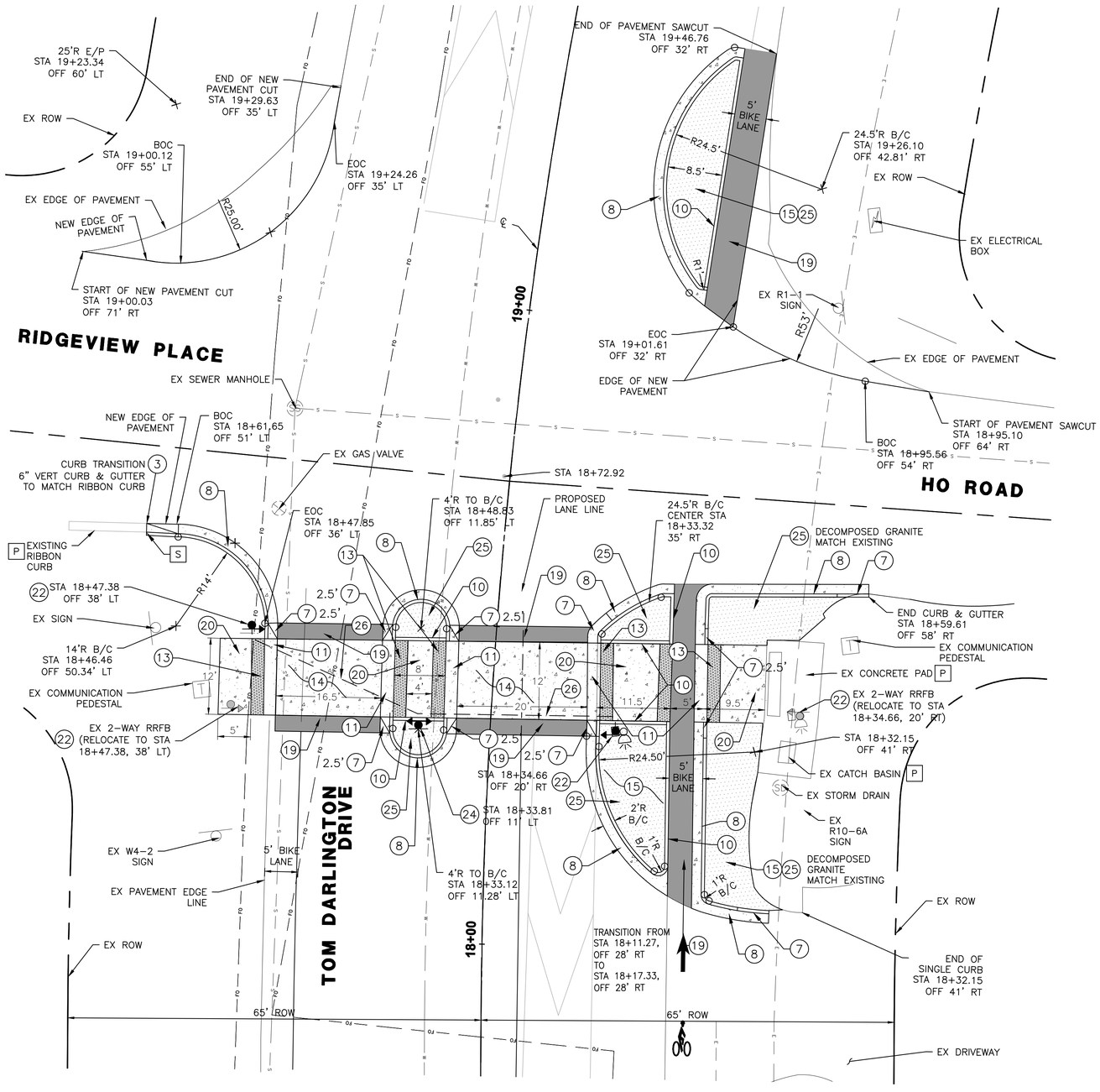
TOWN OF CAREFREE, ARIZONA

IMPROVEMENT PLAN
TOM DARLINGTON DRIVE & WAMPUM WAY

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DRAWING NO.
PL-01
SHEET NO. 6 OF 14

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IMPROVEMENT PLAN

CONSTRUCTION NOTES

NO.	DESCRIPTION
1	CONSTRUCT PEDESTRIAN REFUGE ISLAND/MEDIAN SEE SHEET CS01 – STAKING DETAILS
2	CONSTRUCT PARALLEL CURB RAMP PER MAG DTL 238-3 (SEE PLAN FOR SIZE). INCLUDE EXPOSED AGGREGATE FINISH, TERRACOTTA RED COLOR
3	MATCH CURB & GUTTER
4	TRANSITION FROM SINGLE CURB TO RIBBON CURB
5	CONSTRUCT 6" WIDE HEADER CURB PER DETAIL ON SHEET PL-01
6	CONSTRUCT MODIFIED SINGLE CURB PER DETAIL ON SHEET PL-01 WITH SAFETY RAIL
7	CONSTRUCT CURB TRANSITION PER MAG SD 221 – 5' LONG EXCEPT WHERE NOTED
8	VERTICAL CURB & GUTTER PER MAG SD 220-1 TYPE A
9	NOT USED
10	SINGLE CURB TYPE A PER MAG DETAIL 222, MATCH ADJACENT COLOR & TEXTURE
11	RIBBON CURB PER MAG STD DET 220-1 TYPE B
12	INVENTORY AND REPLACE ANY DISTURBED VEGETATION, LANDSCAPING AND IRRIGATION SYSTEMS
13	2' WIDE DETECTABLE WARNING MAT, TERRACOTTA COLOR
14	CONSTRUCT CONCRETE PAVEMENT PER SECTION 2, SHT GN-02
15	CONSTRUCT CURB BULB OUT ISLANDS. SEE STAKING DETAILS
16	NOT USED
17	CONSTRUCT CURB TRANSITION TO SINGLE CURB PER MAG DETAIL 222
18	INSTALL BRICK PAVERS PER DETAIL THIS SHEET
19	CONSTRUCT AC PAVEMENT PER SECTION 1, SHEET GN-02
20	CONSTRUCT SIDEWALK, EXPOSED AGGREGATE FINISH, TERRACOTTA RED COLOR, 6" THICKNESS
21	NOT USED
22	RELOCATE EXISTING TWO-WAY RRFB ASSEMBLY TO LOCATION SHOWN ON PLAN
23	FURNISH & INSTALL ONE-WAY RRFB ASSEMBLY PER DTL 1, SHT GN-01
24	FURNISH & INSTALL TWO-WAY RRFB ASSEMBLY PER DTL 1, SHT GN-01
25	INSTALL DECOMPOSED GRANITE INSIDE CURB AREA, 2" DEPTH
26	INSTALL 3" PVC CONDUIT FOR RRFB COMMUNICATION WIRING
S	SAWCUT & MATCH EXISTING
M	MATCH EXISTING
P	PROTECT IN PLACE

GENERAL NOTES

1. CONSTRUCTION CALLOUTS DIMENSIONED TO ROADWAY CONSTRUCTION CENTERLINE (℄)
2. EDGE RADII ARE DIMENSIONED TO BACK OF CURB
3. SEE SIGNING AND STRIPING PLAN SHEETS FOR PAVEMENT MARKING AND RELATED DETAILS

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO.
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RICHARD A.
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Revised 9/29/23
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DRAWN/DESIGNED BY:	K. ROECKNER
CHECKED BY:	D. MILLER
PROJECT NO:	6761
DATE:	09/29/2023

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

IMPROVEMENT PLAN
TOM DARLINGTON DRIVE & HO ROAD

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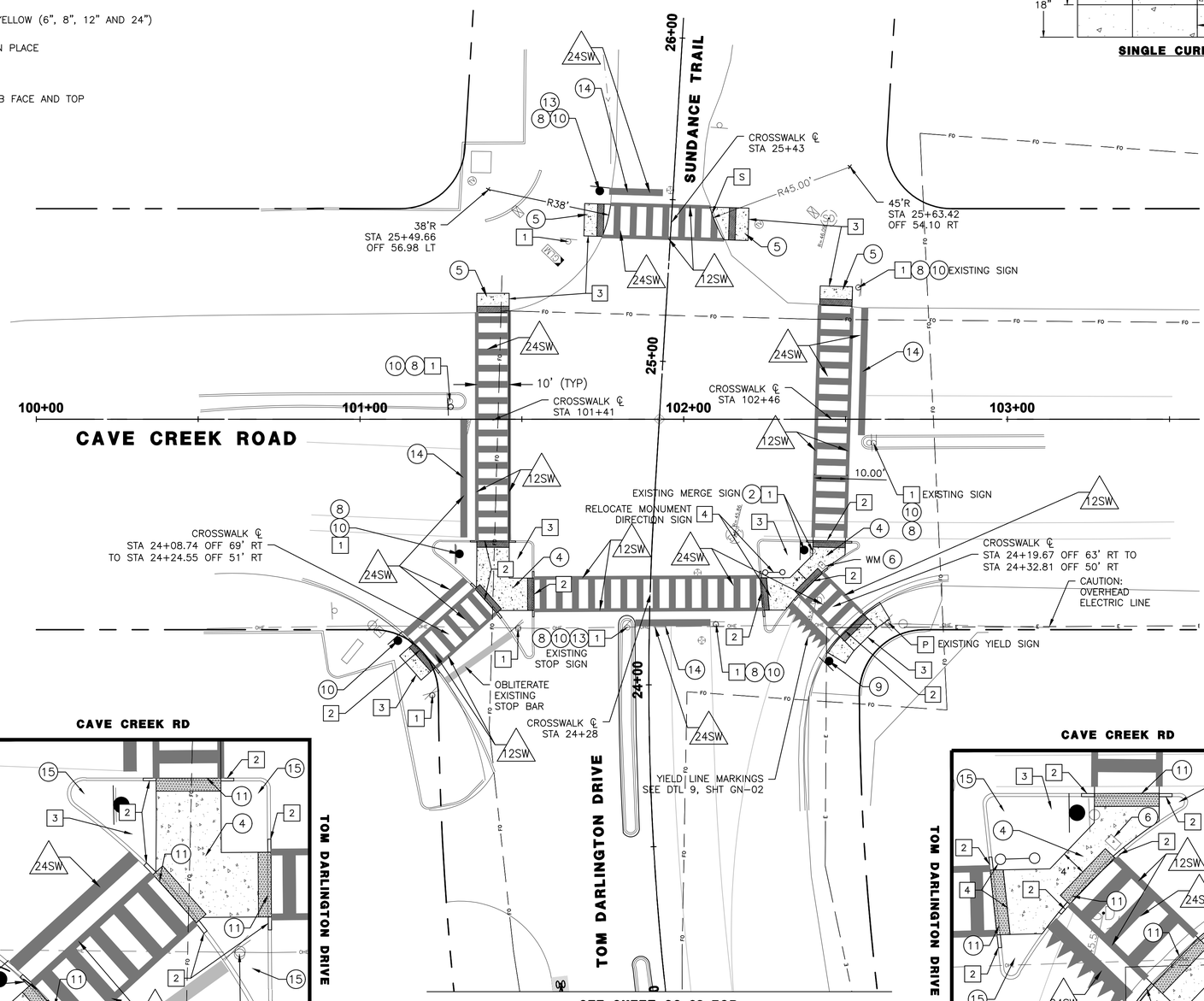
SCALE
10 0 5 10

DRAWING NO.
PL-02
SHEET NO. 7 OF 14

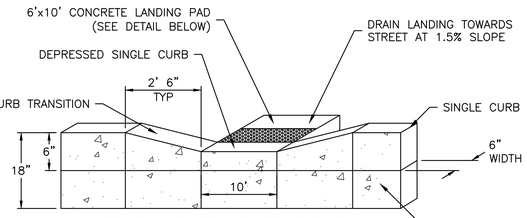
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STRIPING LEGEND

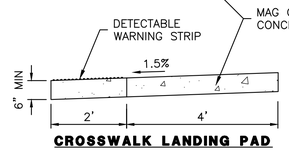
XSW	X" SOLID WHITE (6", 8", 12" AND 24")
XDY	X" DOUBLE YELLOW (6", 8", 12" AND 24")
XBW	X" BROKEN WHITE (6", 8", 12" AND 24")
XSY	X" SOLID YELLOW (6", 8", 12" AND 24")
P	PROTECT IN PLACE
R	REMOVE
*	PAINT CURB FACE AND TOP



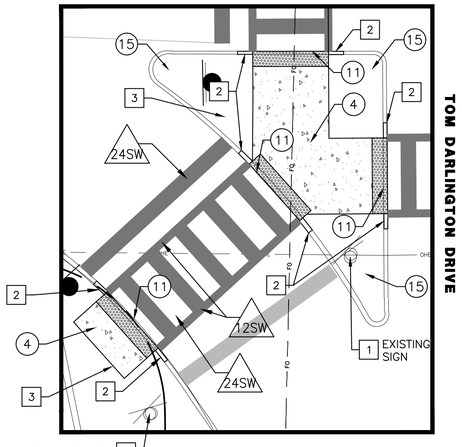
IMPROVEMENT PLAN



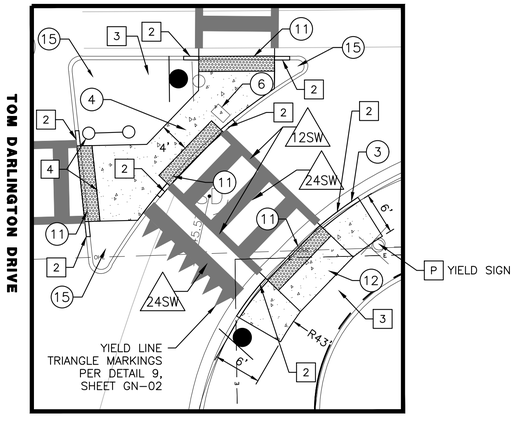
SINGLE CURB TRANSITION DETAIL



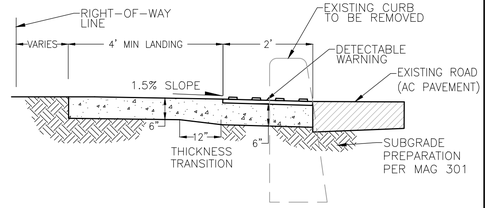
CROSSWALK LANDING PAD



SOUTHWEST INTERSECTION ISLAND DETAIL



SOUTHEAST INTERSECTION ISLAND DETAIL



CONCRETE CROSSWALK LANDING PAD DETAIL (MODIFIED MAG DETAIL 236-5)

SCALE
10 0 5 10

SCALE
20 0 10 20

REMOVAL/RELOCATE NOTES

NO.	DESCRIPTION
1	REMOVE SIGN AND BASE
2	REMOVE CURB
3	REMOVE LANDSCAPING TO ACCOMMODATE LANDING
4	RELOCATE DIRECTIONAL WAYFINDING SIGN
S	SAWCUT & MATCH EXISTING
M	MATCH EXISTING
P	PROTECT IN PLACE

CONSTRUCTION NOTES

NO.	DESCRIPTION
1	INSTALL R10-6A "STOP HERE ON RED" SIGN
2	INSTALL EXISTING SIGN ON NEW POLE AND FOUNDATION
3	CONSTRUCT VERTICAL CURB & GUTTER PER MAG STD DTL 220-1, TYPE 'A'
4	CONSTRUCT 6" THICK CONCRETE SIDEWALK WITHIN ISLAND
5	CONSTRUCT 6'X10' MINIMUM CONCRETE CROSSWALK LANDING WITH DETECTABLE WARNING (TERRACOTTA COLOR)
6	ADJUST WATER METER/ WATER VALVE BOX TO FINISH GRADE
7	WHITE THERMOPLASTIC MARKINGS WITH TYPE "G" RPMS AT 5' SPACING ON CENTER
8	INSTALL R1-4 ALL WAY SIGN
9	INSTALL R1-5A (LEFT) "YIELD HERE TO PEDESTRIAN" SIGN
10	INSTALL R1-1 BLINKER STOP SIGN, 36" MINIMUM
11	CONSTRUCT SINGLE CURB TRANSITION PER DETAIL ON THIS SHEET
12	CONSTRUCT RADIAL PARALLEL CURB RAMP PER MAG STD DTL 236-5
13	REINSTALL STREET NAME SIGNS ON NEW POLE
14	REMOVE EXISTING STOP BAR AND REPLACE WITH 24" WIDE WHITE THERMOPLASTIC STOP BAR
15	INSTALL DECOMPOSED GRANITE INSIDE CURB AREA, 2" DEPTH

GENERAL NOTES

1. CONSTRUCTION CALLOUTS DIMENSIONED TO ROADWAY CONSTRUCTION CENTERLINE (℄)
2. OBLITERATE EXISTING CROSSWALK MARKINGS AND APPLY NEW THERMOPLASTICS CROSSWALK MARKINGS AS SHOWN
3. THERMOPLASTIC MARKINGS SHALL BE 90 MIL IN THICKNESS
4. CONTRACTOR SHALL RESTORE ANY LANDSCAPING IMPACTED BY THE WORK TO PRE-CONSTRUCTION CONDITION, TO THE SATISFACTION OF THE TOWN INSPECTOR

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Renewal 9/29/23
ARIZONA, U.S.A.

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602.957.3350

PROJECT NO: 6761 | DRAWN/DESIGNED BY: K. ROECKNER
DATE: 09/29/2023 | CHECKED BY: D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

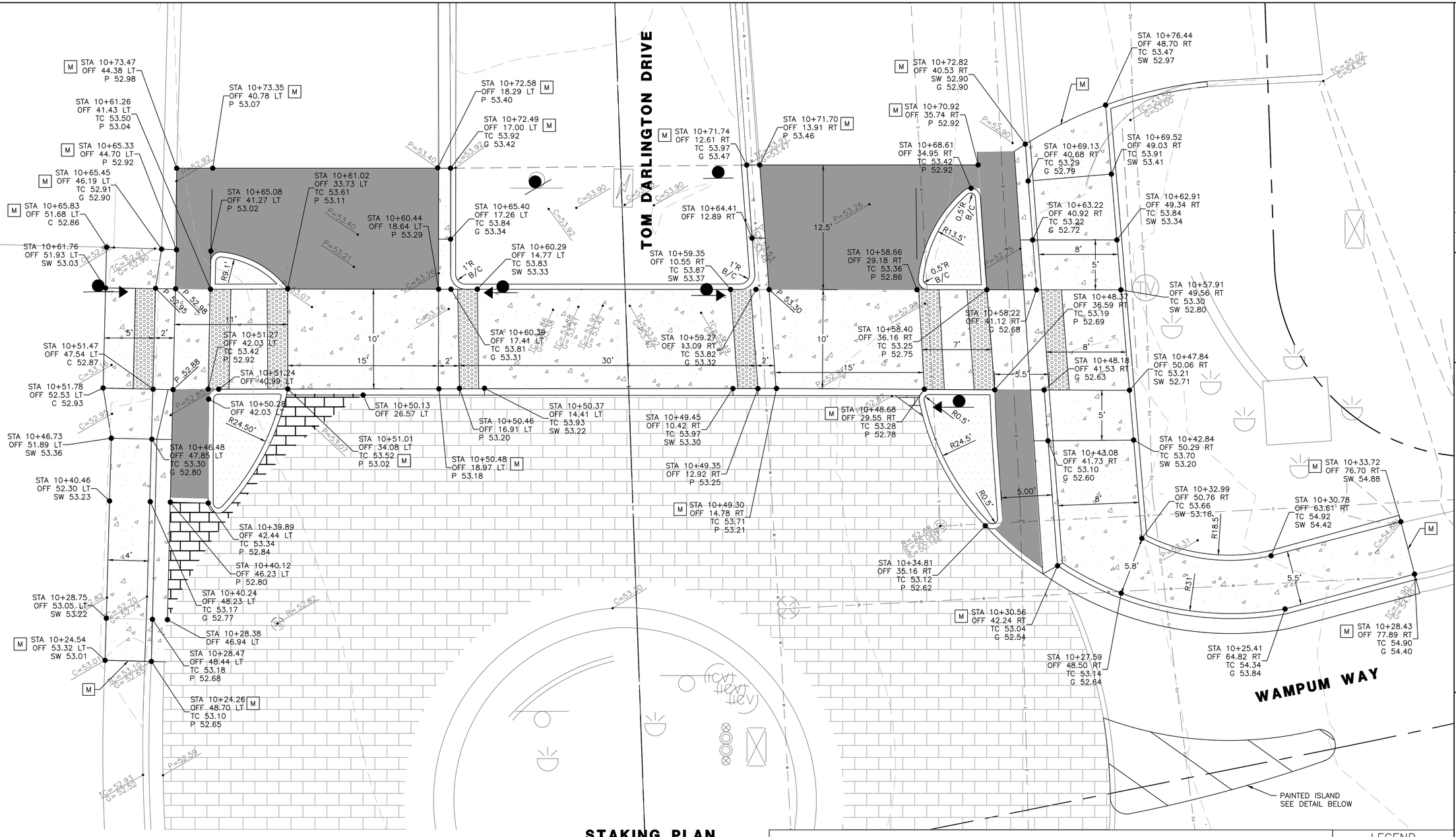
TOWN OF CAREFREE, ARIZONA

IMPROVEMENT PLAN
TOM DARLINGTON DRIVE & CAVE CREEK ROAD

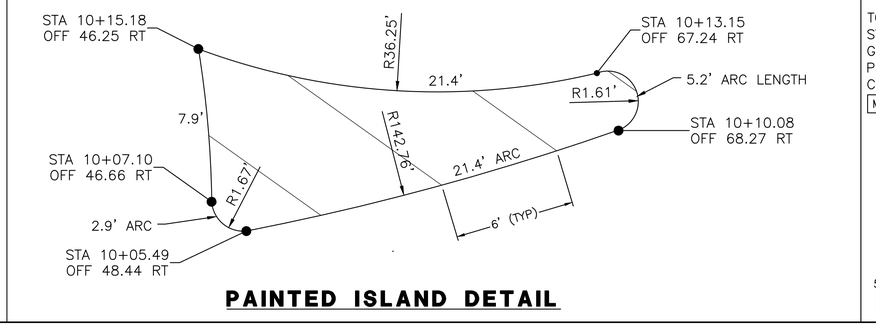
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DRAWING NO.
PL-03
SHEET NO. 8 OF 14

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STAKING PLAN



PAINTED ISLAND DETAIL

LEGEND

TC	TOP OF CURB
SW	SIDEWALK
G	GUTTER
P	PAVEMENT
C	CURB
M	MATCH EXISTING

SCALE
5 0 2.5 5

NO.	BY	DATE	REVISION

SEAL:
Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Revised 9/29/23
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PROJECT NO: 6761 | DRAWN/DESIGNED BY: K. ROECKNER
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CONSTRUCTION DOCUMENTS PREPARED FOR:
TOWN OF CAREFREE, ARIZONA

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

STAKING PLAN
TOM DARLINGTON DRIVE & WAMPUM WAY

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DRAWING NO.
CS-01
SHEET NO. 9 OF 14

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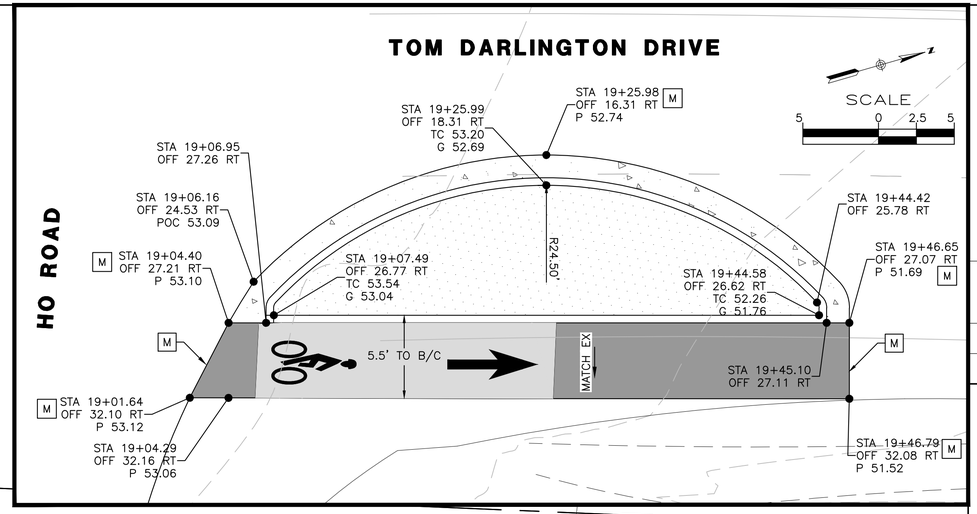
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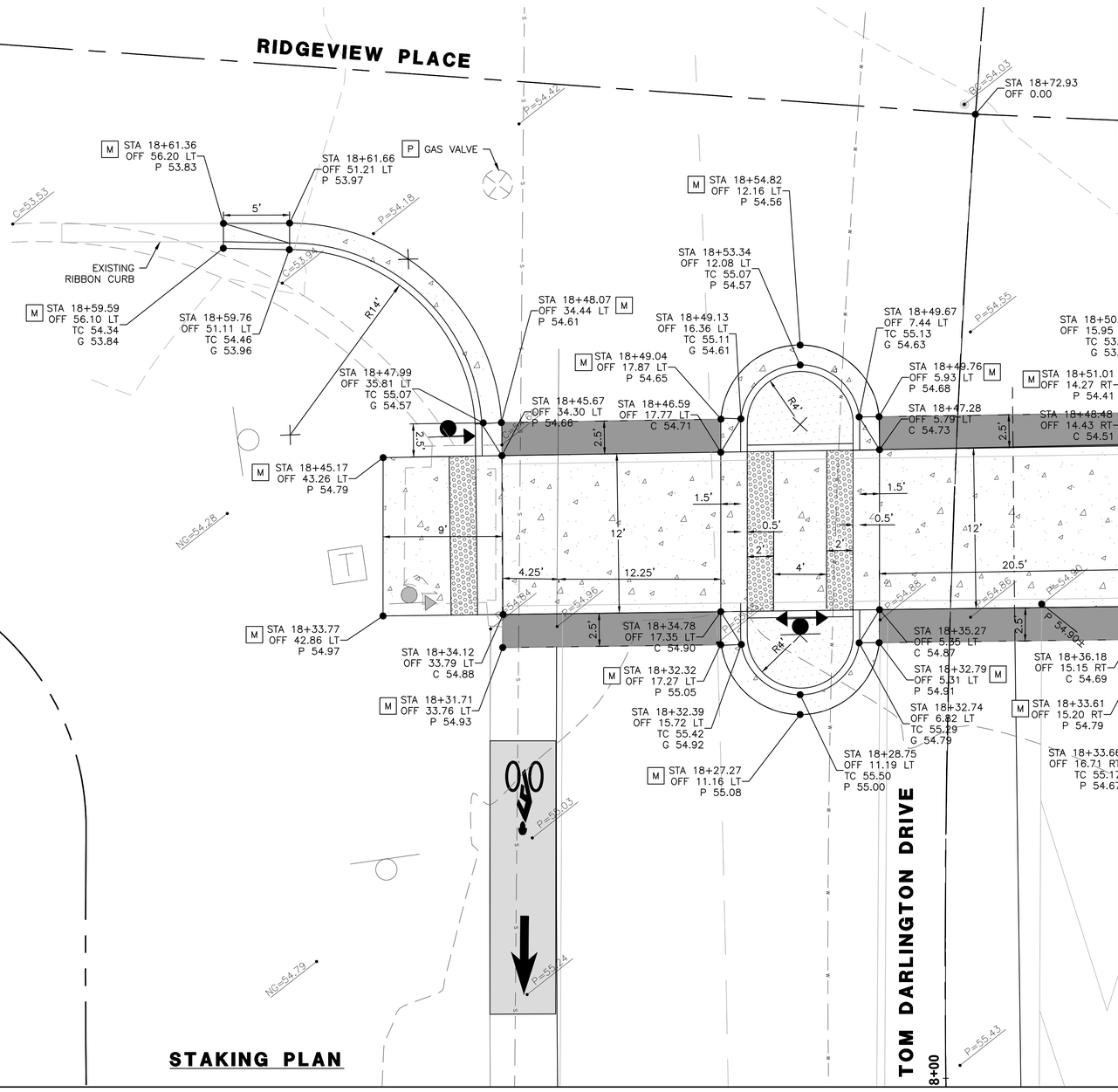
RIDGEVIEW PLACE

TOM DARLINGTON DRIVE

HO ROAD

STAKING PLAN





LEGEND

TC	TOP OF CURB
SW	SIDEWALK
G	GUTTER
P	PAVEMENT
C	CURB
M	MATCH EXISTING

SCALE 5 0 2.5 5

NO.	BY	DATE	REVISION

SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Deceased 9/29/23
ARIZONA, U.S.A.

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PROJECT NO: 6761 DRAWN/DESIGNED BY: K. ROECKNER
DATE: 09/29/2023 CHECKED BY: D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

STAKING PLAN
TOM DARLINGTON DRIVE & HO ROAD

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DRAWING NO.
CS-02
SHEET NO. 10 OF 14

NOTE: ALL "P" ELEVATIONS ARE EXISTING ELEVATIONS. ALL "SW" ELEVATIONS ARE PROPOSED ELEVATIONS ON NEW CONCRETE LANDINGS AND SIDEWALK WITHIN ISLANDS.

FINE GRADE LANDSCAPING SURFACE TO MATCH THE EDGELINE SURFACE OF THE PROPOSED CONCRETE.

SUNDANCE TRAIL

CAVE CREEK ROAD

CAVE CREEK ROAD

TOM DARLINGTON DRIVE

25+00

24+00

STA 25+47.40 OFF 21.06 LT SW 44.85
STA 25+47.46 OFF 19.06 LT P 44.82 M
STA 25+47.21 OFF 27.05 LT SW 44.94
STA 25+48.64 OFF 17.66 RT SW 45.10
STA 25+48.45 OFF 11.62 RT M P 45.10
STA 25+48.83 OFF 23.65 RT SW 45.10
STA 25+37.21 OFF 26.73 LT SW 45.02
STA 25+37.40 OFF 20.74 LT M P 44.94
M STA 25+38.60 OFF 16.54 RT P 45.16
STA 25+38.84 OFF 23.97 RT SW 45.25
R=46.09'
STA 25+17.51 OFF 58.66 LT SW 45.62
STA 25+18.12 OFF 48.68 LT SW 45.63
M STA 25+11.52 OFF 58.30 LT P 45.54
STA 25+12.13 OFF 48.32 LT M P 45.55
STA 25+26.21 OFF 47.08 RT SW 45.99
STA 25+26.53 OFF 57.08 RT SW 46.13
M STA 25+20.22 OFF 47.28 RT P 45.91
STA 25+20.54 OFF 57.27 RT M P 46.05
10' (TYP)
M STA 24+42.05 OFF 54.18 LT P 45.19
STA 24+42.43 OFF 44.16 LT M P 45.34
STA 24+41.98 OFF 56.15 LT TC 45.67 P 45.17
STA 24+42.54 OFF 42.20 LT TC 45.87 P 45.37
STA 24+31.28 OFF 53.81 LT SW 45.49
STA 24+28.41 OFF 53.74 LT SW 45.45
STA 24+31.51 OFF 43.70 LT SW 45.61
STA 24+33.68 OFF 36.10 LT TC 46.16 P 45.66
STA 24+29.31 OFF 55.59 LT TC 45.91 P 45.41
STA 24+31.76 OFF 36.02 LT M P 45.69
14.50'
11.48'
7.68
10.67'
M STA 24+28.01 OFF 54.14 LT P 45.44
STA 24+13.34 OFF 74.01 LT TC 45.43 P 44.93
M STA 24+12.07 OFF 72.55 LT P 44.97
M STA 24+21.05 OFF 47.36 LT P 45.59
STA 24+22.15 OFF 35.72 LT M P 45.83
STA 24+20.23 OFF 35.68 LT TC 46.35 P 45.85
STA 24+21.90 OFF 46.40 LT SW 45.62
STA 24+19.57 OFF 46.11 LT TC 46.12 P 45.62
STA 24+21.97 OFF 43.40 LT SW 45.68
STA 24+08.32 OFF 77.03 LT SW 45.07
STA 24+05.15 OFF 65.88 LT M P 45.14
STA 24+03.70 OFF 64.63 LT TC 45.67 P 45.17
STA 24+01.44 OFF 70.36 LT SW 45.22
M STA 24+47.12 OFF 49.57 RT P 46.02
STA 24+47.48 OFF 59.56 RT M P 46.15
STA 24+42.35 OFF 49.66 RT SW 45.94
STA 24+47.05 OFF 47.57 RT TC 46.49 P 45.99
STA 24+47.50 OFF 61.56 RT P 46.68 TC 46.18
STA 24+34.71 OFF 42.96 RT SW 45.76
R=45.86'
STA 24+36.41 OFF 33.50 RT TC 46.22 P 45.72
STA 24+42.85 OFF 59.65 RT TC 46.62 SW 46.12
STA 24+37.99 OFF 54.57 RT TC 46.44 P 45.94
M STA 24+34.34 OFF 33.74 RT P 45.68
STA 24+36.93 OFF 52.70 RT SW 45.92
6'
STA 24+36.57 OFF 53.06 RT P 45.90
STA 24+29.34 OFF 45.72 RT SW 45.68
STA 24+27.61 OFF 70.91 RT M TC 45.89 P 45.39
STA 24+22.04 OFF 74.18 RT SW 45.80
M STA 24+23.97 OFF 34.91 RT P 45.48
STA 24+23.56 OFF 65.95 RT M P 45.31
R=45.57'
STA 24+21.89 OFF 35.12 RT P 45.44 TC 45.94
STA 24+27.36 OFF 44.81 RT TC 46.15 P 45.65
STA 24+24.17 OFF 41.88 RT SW 45.58
STA 24+19.03 OFF 70.31 RT SW 45.39
STA 24+11.30 OFF 63.32 RT SW 45.27
M STA 24+28.98 OFF 46.09 RT P 45.69
STA 24+07.06 OFF 60.65 RT SW 45.14
M STA 24+10.77 OFF 54.88 RT TC 45.56 P 45.06
STA 24+16.06 OFF 58.78 RT P 45.19

STAKING PLAN

LEGEND

TC	TOP OF CURB
SW	SIDEWALK (PROPOSED)
P	PAVEMENT (EXISTING)
M	MATCH EXISTING

SCALE
10 0 5 10

NO.	BY	DATE	REVISION

SEAL:
Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO. 18686
RICHARD A. WALLACE
Date signed 9/29/23
ARIZONA, U.S.A.

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CONSTRUCTION DOCUMENTS PREPARED FOR:
TOWN OF CAREFREE, ARIZONA

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

STAKING PLAN
TOM DARLINGTON DRIVE & CAVE CREEK ROAD

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DRAWING NO.
CS-03
SHEET NO. 11 OF 14

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NOTE: STATION/OFFSET FOR SYMBOLS ARE AT THE CENTER OF THE SYMBOLS

TOM DARLINGTON DRIVE

PROPOSED BICYCLE LANE BOX FROM STA 9+47 TO STA 9+65

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 8+26 TO STA 8+44

P EXISTING CUSTOM TOWN SIGN

P EXISTING R1-2 & R1-2aP SIGNS STA 9+55 OFF 5' RT ATTACH R10-6A TO BACKSIDE OF SIGN

NEW CENTRAL CIRCLE WITH YELLOW THERMOPLASTIC MARKING WITH ADOT TYPE "JY" RPM STAGGERING PATTERN 3 ROWS WITH 3' OFF CENTER SEE DTL A BELOW

6SW STRIPING FROM STA 10+63 OFF 34' LT TO 11+00 OFF 30' LT DIAGONALS SPACED 30' (TYP)

EXISTING R1-2 & R1-2aP SIGNS STA 10+71 OFF 8' LT P

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 6+40 TO STA 6+55 SEE DETAIL 7, SHEET GN-02 (TYP)

STA 6+36 BEGIN OBLITERATION OF EXISTING STRIPING. APPLY SLURRY SEAL BETWEEN OUTSIDE CURBS PRIOR TO APPLYING NEW STRIPING

STA 7+50 END TAPER

5' BIKE LANE

30' (TYP)

INSTALL R1-5B STA 9+53, OFF 9' RT

EXISTING R6-1 SIGN STA 10+17 OFF 10' LT

BEGIN TAPER

EXISTING GROUND LIGHT

EXISTING R6-1 SIGN STA 9+97 OFF 10' LT

EXISTING IRRIGATION

EXISTING ELECTRICAL BOX

EXISTING R1-6aAZ STA 9+17 OFF 8' RT P

YIELD BAR SEE DTL 9, SHT GN-02

EXISTING R6-1 SIGN STA 10+00 OFF 5' RT

EXISTING SIGN R6-1 STA 10+20 OFF 5' RT

RELOCATED R1-1 SIGN STA 10+34 OFF 52' RT

STA 10+18.36

EXISTING STRIPING TO REMAIN

THRU ARROW MARKING STA 8+39 OFF 19' RT

THRU ARROW MARKING STA 9+23 OFF 22' RT

STA 9+57

PROPOSED PED XING MARKING PER STD DTL 6 SEE GN02 STA 7+81 OFF 22' RT

RESTRIPE EXISTING 6" BROKEN WHITE BIKE LANE STRIPING TO NEW BIKE LANE

DELETE EXISTING MERGE ARROW INSTALL THRU ARROW STA 5+38 OFF 14' RT

EXISTING 6" SOLID WHITE BIKE LANE STRIPING

BIKE LANE 5' F/C

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 7+20 TO STA 7+48

P EXISTING R2-1-30 SIGN

NEW BIKE LANE CONNECTING STRIPING FROM STA 6+36, OFF 37' RT TO STA 8+21, OFF 30' RT

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 8+20 TO STA 8+47

RIGHT TURN ARROW MARKINGS STA 8+59 OFF 44' RT

EXISTING COMMUNICATION PEDESTAL

EXISTING ELECTRICAL BOX

DIRECTIONAL CHEVRONS STA 8+21 OFF 28' RT TO STA 9+57 OFF 33' RT AT 30' SPACING

PROPOSED BICYCLE LANE BOX FROM STA 9+37.99 TO STA 9+57.17

RIGHT TURN ARROW MARKINGS STA 9+44 OFF 46' RT

EXISTING SIGN

EXISTING GROUND LIGHT

INSTALL R1-5A SIGN STA 9+52 OFF 55' RT

PAINTED ISLAND SEE DETAIL ON SHEET CS-01

STOP BAR TO BE OBLITERATED STA 10+19 OFF 70' RT

WAMPUM WAY

EXISTING W11-2 AND W16-7P STA 10+71, OFF 10' RT

PROPOSED BICYCLE LANE BOX FROM STA 10+35.10 TO 10+48.37

STRIPING FROM STA 10+63.73 OFF 49' RT TO 11+00.00 OFF 33 RT'

EXISTING W11-2, W11-8, & W16-7P SIGNS STA 10+63.73 OFF 49' RT

EXISTING R1-1 SIGN TO BE RELOCATED STA 10+36.69 OFF 70' RT

WHITE PAINT ON TOP OF CURB WITH ADOT TYPE 'D' RPM PER M-19A FROM STA 10+24.49 OFF 53' RT TO STA 10+41.85 OFF 42' RT

MATCHLINE STA 11+00, SEE BELOW LEFT

MATCHLINE STA 11+00, SEE ABOVE RIGHT

EXISTING W11-2 & W16-7P STA 11+03.51 46' LT R

INSTALL R1-5A SIGN STA 11+13, OFF 52' RT

STRIPING FROM STA 11+00, 34' LT TO 16+00, OFF 23 LT DIAGONAL LINES AT 30' SPACING

PED XING MARKING PER STD DTL 6 SEE GN02 STA 13+00, OFF 20' LT

PROPOSED BICYCLE LANE BOX FROM STA 14+02 TO STA 14+26

STRIPING FROM STA 11+00, 34' LT TO 16+00, OFF 23 LT' DIAGONAL LINES AT 30' SPACING

PROPOSED BICYCLE LANE BOX FROM STA 15+36 TO STA 15+61

YIELD BAR SEE DTL 9, SHT GN-02

EXISTING R1-6aAZ SIGN STA 11+22, OFF 12' LT P

EXISTING R6-1 SIGN STA 12+17, OFF 62' RT

STRIPING FROM STA 12+22' OFF 31' (BOTTOM LINE) RT TO 12+56, OFF 23' (TOP LINE) RT'

STRIPING FROM STA 12+95, OFF 32' (BOTTOM LINE) RT TO 14+02, OFF 19' (TOP LINE) RT' 30' (TYP)

REAPPLY EXISTING ARROW MARKING AND TURN LANE

REAPPLY EXISTING ARROW MARKING AND TURN LANE STA 13+97 OFF 0'

STA 13+67 OFF 7' RT TO STA 14+04 OFF 6' RT

RESTRIPE CENTER LANE FROM STA 14+93 TO STA 15+36

STA 14+93 OFF 8' RT TO STA 15+36 OFF 9' RT

PED XING MARKING PER STD DTL 6, GN02 STA 15+68, OFF 18' RT

STRIPING FROM STA 15+20, OFF 33' RT (BOTTOM LINE) TO 16+00, OFF 17 RT (TOP LINE) DIAGONAL LINES AT 30' SPACING

EXISTING EXISTING BANKS SIGN

EXISTING COMMUNICATION PEDESTAL

STRIPING FROM STA 11+00, OFF 49' (BOTTOM LINE) RT TO 11+75, OFF 33 (TOP LINE) RT' WITH DIAGONAL LINES AT 30' SPACING

EXISTING R4-4 SIGN STA 11+73 OFF 43' RT

INSTALL R3-2 SIGN STA 11+07 OFF 45' RT

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 11+89 TO STA 12+09

EXISTING R1-1 SIGN STA 12+17 OFF 62' RT

PROPOSED BICYCLE LANE BOX AT DRIVEWAY FROM STA 12+52.02 TO STA 12+76.37

EXISTING R1-1 SIGN STA 12+88, OFF 62' RT

RIGHT TURN ARROW MARKINGS STA 13+07 OFF 40' RT

RIGHT TURN ARROW MARKINGS STA 13+91 OFF 43' RT

EXISTING W11-2 & R1-6 SIGNS P

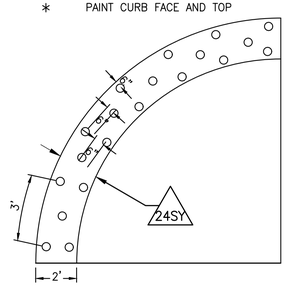
EXISTING R1-1 SIGN P STA 14+86, OFF 53' RT

PROPOSED BICYCLE LANE BOX FROM STA 15+20 TO STA 15+40

LUCKY LANE

LEGEND

XSW	X" SOLID WHITE (6", 8", 12" AND 24") WITH TYPE G RPMS SPACED 20' OC
XDY	X" DOUBLE YELLOW (6", 8", 12" AND 24") WITH TYPE D RPMS SPACED 20' OC
XBW	X" BROKEN WHITE (6", 8", 12" AND 24") WITH TYPE G RPMS SPACED 40' OC
XSY	X" SOLID YELLOW (6", 8", 12" AND 24") WITH TYPE D RPMS SPACED 20' OC
P	PROTECT IN PLACE
R	REMOVE
*	PAINT CURB FACE AND TOP



DTL A: ADOT TYPE "JY" RPM PATTERN SECTION
NOTE: RPMs SHALL BE REFLECTIVE YELLOW

SCALE 20 0 10 20

NO.	BY	DATE	REVISION

SEAL: Richard A. Wallace, Registered Professional Engineer (Civil), CERTIFICATE NO. 18686, RICHARD A. WALLACE, Date Signed 9/29/23, ARIZONA, U.S.A.

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rickengineering.com

PROJECT NO:	6761	DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023	CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

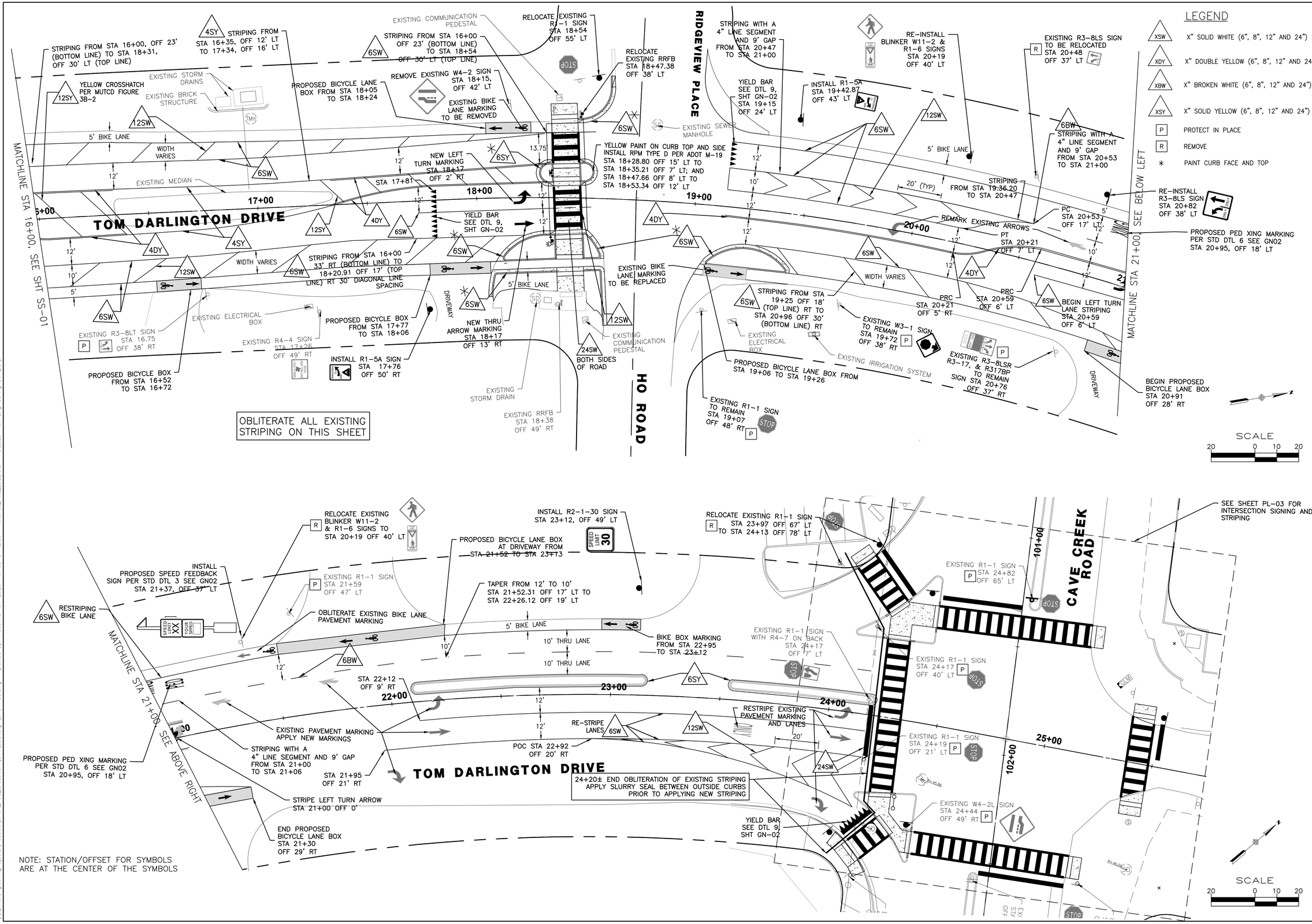
TOWN OF CAREFREE, ARIZONA

SIGNING & STRIPING PLAN STA 5+40 TO 16+00

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 Call 811 or click Arizona811.com

DRAWING NO.
SS-01
SHEET NO. 12 OF 14

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SEAL: Richard A. Wallace, Registered Professional Engineer (Civil), CERTIFICATE NO. 18686, RICHARD A. WALLACE, Date Signed 9/29/23, ARIZONA, U.S.A.

PROJECT NO:	6761	DRAWN/DESIGNED BY:	K. ROECKNER
DATE:	09/29/2023	CHECKED BY:	D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

SIGNING & STRIPING PLAN STA 16+00 TO 24+82

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SS-02
SHEET NO. 13 OF 14

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SIGN LEGEND	SIGN CODE	ROADWAY	EXISTING LOCATION STATION, OFFSET	NEW LOCATION STATION, OFFSET	WIDTH	HEIGHT	NEW	RELOCATE/ RE-INSTALL	REMOVE	REMARKS
	D3	TOM DARLINGTON	24+18, 6.5' LT	24+18, 6.5' LT				X		REINSTALL ON NEW SIGN POLE
	D3	CAVE CREEK ROAD	101+74, 70.49' LT	101+74, 70.49' LT				X		REINSTALL ON NEW SIGN POLE
	R1-1	TOM DARLINGTON		10+34, 52' RT				X		RELOCATE SIGN ONTO NEW POLE & FOUNDATION
	R1-1	TOM DARLINGTON		18+46, 54' LT				X		RELOCATE SIGN ONTO NEW POLE & FOUNDATION
	R1-1	TOM DARLINGTON	10+36, 70' RT						X	SIGN AND POLE TO BE RELOCATED
	R1-1	TOM DARLINGTON	23+97, 67' LT						X	SALVAGE SIGN
	R1-1	CAVE CREEK ROAD	101+30, 41.6' RT						X	SALVAGE SIGNS
	R1-1	TOM DARLINGTON	24+17, 40' LT						X	SALVAGE SIGN
	R1-1	TOM DARLINGTON		24+13, 78' LT	36	36	X			INSTALL BLINKER STOP SIGN
 	R1-1 & D3	TOM DARLINGTON	24+18, 6.5' LT						X	SALVAGE SIGN
	R1-1 & D3	CAVE CREEK ROAD	101+64, 55' LT						X	SALVAGE SIGNS
 	R1-1 & R1-4	TOM DARLINGTON		24+18, 6.5' LT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	TOM DARLINGTON	24+18, 21' RT						X	SALVAGE SIGNS
	R1-1 & R1-4	TOM DARLINGTON		24+18, 21' RT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	CAVE CREEK ROAD	101+27, 5.5' LT						X	SALVAGE SIGNS
	R1-1 & R1-4	CAVE CREEK ROAD		101+27, 5.5' LT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	CAVE CREEK ROAD		101+30, 41.6' RT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	CAVE CREEK ROAD		101+74, 70.49' LT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	CAVE CREEK ROAD	102+53, 40.6' LT						X	SALVAGE SIGNS
	R1-1 & R1-4	CAVE CREEK ROAD		102+53, 40.6' LT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-1 & R1-4	CAVE CREEK ROAD	102+58, 7.38' RT						X	SALVAGE SIGNS
	R1-1 & R1-4	CAVE CREEK ROAD		102+58, 7.38' RT	36	36	X			INSTALL BLINKER STOP SIGN
	R1-5A	CAVE CREEK ROAD		102+44, 74.7' RT	36	36	X			INSTALL "YIELD HERE TO PEDS" SIGN
	R1-5A	TOM DARLINGTON		9+51, 55' RT	36	36	X			INSTALL "YIELD HERE TO PEDS" SIGN
	R1-5A	TOM DARLINGTON		11+13, 52' RT	36	36	X			INSTALL "YIELD HERE TO PEDS" SIGN
	R1-5A	TOM DARLINGTON		17+76, 50' RT	36	36	X			INSTALL "YIELD HERE TO PEDS" SIGN
	R1-5A	TOM DARLINGTON		19+42, 43' LT	36	36	X			INSTALL "YIELD HERE TO PEDS" SIGN
	R1-5A	TOM DARLINGTON		9+53, 9.16' RT	36	36	X			ATTACH TO EXIST SIGN POST
	W11-2 & W16-7P	TOM DARLINGTON	10+71, 10' RT						X	SALVAGE SIGN
	W11-2 & W16-7P	TOM DARLINGTON	11+02, 14' LT						X	SALVAGE SIGN
	W11-2 & W16-7P	TOM DARLINGTON	11+03,46' LT						X	SALVAGE SIGN
	W11-2, W16-7P, W11-8	TOM DARLINGTON	10+63, 49' RT						X	SALVAGE SIGN
	W11-2 & R1-6	TOM DARLINGTON		20+19, 40' LT				X		RELOCATE SIGN, POLE, AND FOUNDATION
	W4-2L	CAVE CREEK ROAD	102+39, 36.4' RT						X	SALVAGE SIGN
	W4-2L	TOM DARLINGTON	18+15, 42' LT						X	SALVAGE SIGN
	W4-2R	CAVE CREEK ROAD		102+37, 36.4' RT	36	36	X			INSTALL ON NEW POLE
	R3-2	TOM DARLINGTON		11+07, 45' RT	36	36	X			INSTALL ON NEW POLE
	R2-1-30	TOM DARLINGTON		23+12, 49' LT			X			INSTALL NEW SPEED LIMIT SIGN
	R3-8LS	TOM DARLINGTON		20+82, 38' LT				X		RELOCATE SIGN, POLE, AND FOUNDATION

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SEAL:

Richard A. Wallace
Registered Professional Engineer (Civil)
CERTIFICATE NO.
18686
RICHARD A. WALLACE
Date Signed 9/29/23
ARIZONA, U.S.A.

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PROJECT NO: 6761 | DRAWN/DESIGNED BY: K. ROECKNER
DATE: 09/29/2023 | CHECKED BY: D. MILLER

CONSTRUCTION DOCUMENTS PREPARED FOR:

PEDESTRIAN CROSSWALK IMPROVEMENTS PROJECT

TOWN OF CAREFREE, ARIZONA

SIGN INVENTORY

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DRAWING NO.
SI-01
SHEET NO. 14 OF 14