

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

WHEN: TUESDAY, MARCH 2, 2021

WHERE: ZOOM ONLINE*

TIME: 5:00 P.M.

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

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

The agenda for the meeting is as follows:

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA

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

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

ITEM #2 Acceptance into the public record of the January, 2021 paid bills.

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

ITEM #4 Acceptance of the cash receipts and disbursements report for December, 2020.

ITEM #5 Acceptance of the cash receipts and disbursements report for January, 2020.

ITEM #6 Approval of the IGA extending Animal Control Services through June 30, 2022.

ITEM #7 Approval of a Proclamation Supporting AT&T Services Veterans projects.

CALL TO THE PUBLIC

ITEM #8 **NOTE:** Submission of public comments at Call to the Public must be provided in typed format by email to Kandace@Carefree.org. Comments are to be limited to not more than one-half page, double spaced, 12 point type. No more than one submission per person or legal entity per meeting will be read into the record. Please identify your town or city of residence. Comments that do not comply with the format specified may not be read during this Council meeting. Comments must be received by 12:00 noon on Tuesday, March 2, 2021.

REGULAR AGENDA:

ITEM #9 Current Events.

ITEM #10 Review, discussion and possible action to approve Resolution 2021-02 and Proclamation regarding the renaming of the Sundial Plaza to the Gerry Jones Plaza and recognition of the installation of the plaque installation honoring Gerry Jones.

ITEM #11 Presentation by Robin Cochran, new Executive Director of the Foothills Caring Corps, regarding the past, present and future services to the Foothills communities.

ITEM #12 Review, discussion and possible action to approve Ordinance 2021-01 to amend the *Carefree Town Code*, to protect the health, safety, and welfare by prohibiting the use, possession, sale, and smoking of marijuana on publically owned or controlled property and only allow recreational marijuana sales within a medical marijuana facility holding a dual license. Public comments will be taken. (*Second Reading*).

ITEM #13 Presentation of the “**Carefree Cares**” / **CCUSD Excellence Award** in conjunction with Cave Creek Unified School District, honoring a teacher from each school in the district each quarter.

ITEM #14 Review, discussion and possible action to approve Resolution 2021-03 authorizing the renewal of the Town of Carefree’s membership in the Rural Arizona Group Health Trust.

ITEM #15 Review, discussion and possible action to approve for settlement and payment of the judgement in the Villafane matter.

ITEM #16 Adjournment.

DATED this 1st day of March, 2021.

TOWN OF CAREFREE

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

Items may be taken out of order

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

Join Zoom Webinar:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81984897799>

Audio by Telephone:

1.669.900.6833 or 1.253.215.8782 or 1.346.248.7799

Webinar ID: 819 8489 7799



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.

Agenda Item #1 Pending

Will be available prior to the meeting

Check Register Report

ALL CHECKS JANUARY 2021



Date: 01/29/2021
 Time: 10:16 am
 Page: 1

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
46996	01/08/2021	Printed		1326	ARIZONA REPUBLIC - SUBSCRIBE	Feb 2021 Newspaper Subscr	57.14
46997	01/08/2021	Printed		3181	BRIDGE-DENZAK, STACEY	Reimb Pickup Repair Invoice	574.85
46998	01/08/2021	Printed		1470	BROWN & ASSOCIATES	Dec20 Bld insp 82 Hrs	6,355.00
46999	01/08/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Jan 2021 Water All	2,599.92
47000	01/08/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Jan 21 Engineering Service	2,476.81
47001	01/08/2021	Printed		0045	CAVE CREEK BUILDING SUPPLY INC	Pub Works Supplies	14.20
47002	01/08/2021	Printed		3299	CIRCLE K UNIVERSAL	Dec 20 Gasoline All Dept,	642.74
47003	01/08/2021	Printed		1460	COX COMMUNICATIONS	Jan 21 Town Phones&Internet	988.92
47004	01/08/2021	Printed		3210	ECOBLU ENTERPRISES, INC.	Jan 21 Gardens Fountain Servic	600.00
47005	01/08/2021	Printed		1320	KARSTEN'S ACE HARDWARE	Dec 20 Pub Wrks Supplies	93.39
47006	01/08/2021	Printed		1366	LEXISNEXIS MATTHEW BENDER	Court Rules Subscription	176.45
47007	01/08/2021	Printed		0010	MARICOPA COUNTY	Dec 2020 Jail Housing	396.98
47008	01/08/2021	Printed		983	MARICOPA COUNTY ANIMAL CONTROL	3rd Qtr FY2021 Animal Control	687.50
47009	01/08/2021	Printed		3221	NATIONAL BANK OF ARIZONA	Lunch Meetings Meal	32.27
47010	01/08/2021	Printed		3221	NATIONAL BANK OF ARIZONA	2 Laptops New Empl, Office Sup	6,684.89
47011	01/08/2021	Printed		3015	NOTHING BUT NET	Jan 21 Comp Maint Agreements	1,368.63
47012	01/08/2021	Printed		3189	OLOHAN, STEPHANIE	Jan 20 Town Magistrate	5,022.92
47013	01/08/2021	Printed		0226	PHOENIX WELDING SUPPLY CO.	Pub Wrks Welding Supplies	67.56
47014	01/08/2021	Printed		2025	QUADIENT FINANCE USA	Town Postage Meter Lease	108.18
47015	01/08/2021	Printed		3425	RURAL ARIZ GROUP HEALTH	Jan 2021 Health,Dental,Vision	15,107.59
47016	01/08/2021	Printed		0668	RURAL METRO FIRE DEPT.	Nov 20 Fire Truck Serv	1,831.78
47017	01/08/2021	Printed		1075	SHERMAN & HOWARD LLC	Vardakis Trust	487.50
47018	01/08/2021	Printed		1691	SPARKLETTS	Dec 2020 Bottled Water all	138.77
47019	01/08/2021	Printed		3209	STELLAR COMMUNICATIONS, LLC	Install Alex&Front Coun Phones	135.00
47020	01/08/2021	Printed		3115	VERIZON WIRELESS	Dec 2020 Mobile Phones All	370.79
47021	01/08/2021	Printed		352	WESTERN STATES PETROLEUM INC.	Dec 2020 Pub Wrks Diesel	349.29
47022	01/14/2021	Printed		3504	AAA SMART HOME	Feb 21 Security Sys 8 Sundial	505.20
47023	01/14/2021	Printed		3572	ANOTHER LOOK, LLC	Refund Permit #20-0200	309.25
47024	01/14/2021	Printed		0300	ARIZ PUBLIC SERVICE	Jan 21 Electric All	2,214.19
47025	01/14/2021	Printed		3463	BUSTAMANTE & KUFFNER PC	Dec 2020 Town Prosecut Serv	3,040.00
47026	01/14/2021	Printed		1329	COLONIAL SUPPLEMENTAL INS	Dec 2020 Supplemental Ins	111.56
47027	01/14/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards Alex Orozco	60.40
47028	01/14/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Jan 21 Gardens Maintenance	2,000.00
47029	01/14/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Jan 21 Medians Maintenance	4,955.00
47030	01/14/2021	Printed		3542	GAMMAGE & BURNHAM	Legal Water Acq through 12/31	2,320.00
47031	01/14/2021	Printed		954	J.P. COOKE CO.	Court Rubber Stamp	403.35
47032	01/14/2021	Printed		3047	L.N. CURTIS & SONS	Fire Dept Compressor Knobs	35.58
47033	01/14/2021	Printed		1876	LOWE'S	Dec 2020 Pub Wrks Bld Supplies	2,545.35
47034	01/14/2021	Printed		0091	MARICOPA COUNTY TREASURER	Dec 2020 Court Remittance	1,238.75
47035	01/14/2021	Printed		3010	REPUBLIC SERVICES #753	Jan 21 Trash PU 33 Easy St	379.08
47036	01/14/2021	Printed		3010	REPUBLIC SERVICES #753	Dec 2020 Shop RollOffs	173.73
47037	01/14/2021	Printed		0668	RURAL METRO FIRE DEPT.	Dec 2020 Fire Truck Diesel	419.39
47038	01/14/2021	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	177.66
47039	01/14/2021	Printed		0021	STATE TREASURER	Dec 2020 Court Remittance	6,965.32
47040	01/14/2021	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Jan 21 Town Copier Maint Agree	774.52
47041	01/14/2021	Printed		3352	UNUM LIFE INSURANCE COMPANY	Feb 21 Short Term Dis Ins	347.70
47042	01/14/2021	Printed		3451	VERIZON CONNECT NWF, INC.	Pub Wrks Mobile Dev	19.00
47043	01/22/2021	Printed		1900	ARIZONA REPUBLIC - LEGAL	Job Ads Code Enf Court Admin	1,023.24
47044	01/22/2021	Printed		1512	ARROW AWARDS	New Employee Signs D Randolph	42.65
47045	01/22/2021	Printed		3495	ASSURITY LIFE INSURANCE CO	Jan 21 Supplemental Ins	522.13

Check Register Report

ALL CHECKS JANUARY 2021

Date: 01/29/2021

Time: 10:16 am

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
47046	01/22/2021	Printed		3293	CITI CARDS	Dec 2020 New Empl Screening	514.25
47047	01/22/2021	Printed		1460	COX COMMUNICATIONS	Jan 21 Shop Internet & Phones	322.74
47048	01/22/2021	Printed		0136	FOOTHILLS GRANITE, LLC	Pub Wrks Fill Dirt Street	68.01
47049	01/22/2021	Printed		3520	JENNINGS STROUSS & SALMON, PLC	Legal Dec 2020 Water Acq.	48,408.50
47050	01/22/2021	Printed		3296	LJCAA	Membership Dues C Camacho	25.00
47051	01/22/2021	Printed		2025	QUADIENT FINANCE USA	Postage for Meter Dec 2020	400.00
47052	01/22/2021	Printed		0668	RURAL METRO FIRE DEPT.	Jan 2021 Fire Contract	126,294.38
47053	01/22/2021	Printed		3226	TECH 4 LIFE COMPUTERS	Dec 2020 Website Updates, Etc	533.50
47054	01/29/2021	Printed		1512	ARROW AWARDS	Plaque for Retirement KStuckey	72.58
47055	01/29/2021	Printed		1753	BERTRAM SIGNS & GRAPHICS	Redo Carefree Sign Roundabout	1,478.70
47056	01/29/2021	Printed		1313	CAVE CREEK WELDING	MAterials Gardens Shed	158.27
47057	01/29/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards D Randolph	63.90
47058	01/29/2021	Printed		3566	GARDNER, GLEN	Music Halloween Performance	250.00
47059	01/29/2021	Printed		703	GOV FINANCE OFFICERS ASSN	GFOAZ Dues J Keen, K French	120.00
47060	01/29/2021	Printed		0010	MARICOPA COUNTY	Feb 21 MCSO Sheriff's Patrol	38,299.46
47061	01/29/2021	Printed		3573	RANDOLPH, DENNIS	Reimb Uniform Expenses	197.50
47062	01/29/2021	Printed		3010	REPUBLIC SERVICES #753	Jan 4 21 Shop 40 Yrd Rolloff	620.86
47063	01/29/2021	Printed		1075	SHERMAN & HOWARD LLC	General Legal To 12/31/2020	21,040.00
47064	01/29/2021	Printed		1920	SOUTHWEST GAS	Jan 21 Gas All	138.95
47065	01/29/2021	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	215.56
47066	01/29/2021	Printed		3226	TECH 4 LIFE COMPUTERS	Replace Laptop battery Reimage	189.00
47067	01/29/2021	Printed		3461	TITAN COMMERCIAL CLEANING	Jan21 Gardns,Twn Hall Cln	5,305.00
47068	01/29/2021	Printed		3430	WS DARLEY & CO	5 100 Foot Fire Hoses	2,971.70
Total Checks: 73						Checks Total (excluding void checks):	325,639.98
Total Payments: 73						Bank Total (excluding void checks):	325,639.98
Total Payments: 73						Grand Total (excluding void checks):	325,639.98

Check Register Report

ALL CHECKS FEBRUARY 2021

BANK: NATIONAL BANK OF ARIZONA



Date: 02/25/2021
Time: 3:23 pm
Page: 1

Town Of Carefree

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
47069	02/05/2021	Printed		3574	BABIN, CHRIS	Refund Wedding Deposit	300.00
47070	02/05/2021	Printed		3463	BUSTAMANTE & KUFFNER PC	January 2021 Town Prosecutor	1,820.00
47071	02/05/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Feb 21 Water All	2,650.82
47072	02/05/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Reimb Pub Wrks Exp CC Bldg Sup	377.45
47073	02/05/2021	Printed		0389	CAREFREE WATER COMPANY, INC	Feb 2021 Town Engineering Serv	2,476.81
47074	02/05/2021	Printed		3299	CIRCLE K UNIVERSAL	Jan 2021 Gasoline All	519.50
47075	02/05/2021	Printed		1329	COLONIAL SUPPLEMENTAL INS	Jan 2021 Supplemental Ins	111.56
47076	02/05/2021	Printed		1460	COX COMMUNICATIONS	Feb 21 Town Phones&Internet	1,017.65
47077	02/05/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Sam Business Cards	63.90
47078	02/05/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 2021 Gardens Maintenance	2,000.00
47079	02/05/2021	Printed		2059	DESERT FOOTHILLS LANDSCAPE	Feb 2021 Medians Maintenance	4,955.00
47080	02/05/2021	Printed		0136	FOOTHILLS GRANITE, LLC	Pub Wrks Rip Rap & Fill Dirt	247.45
47081	02/05/2021	Printed		3065	H&E EQUIPMENT SERVICES INC.	Repair St Sweeper AUX Eng	1,226.36
47082	02/05/2021	Printed		954	J.P. COOKE CO.	C Camacho Name Plates	49.67
47083	02/05/2021	Printed		1320	KARSTEN'S ACE HARDWARE	Jan 21 Pub Wrks Supplies	175.23
47084	02/05/2021	Printed		3575	LATTOUF, ABDO	Ref Business License	40.00
47085	02/05/2021	Printed		0010	MARICOPA COUNTY	Jan 2021 MCSO Jail Housing	793.96
47086	02/05/2021	Printed		3221	NATIONAL BANK OF ARIZONA	Pub Wrks 2 PU repairs,TPT Tax	3,614.86
47087	02/05/2021	Printed		3015	NOTHING BUT NET	Feb 21 Comp Maint Agreements	1,423.72
47088	02/05/2021	Printed		2081	O'REILLY AUTO PARTS, INC	Jan21 Pub Wrks Trk Maint	185.61
47089	02/05/2021	Printed		2098	PROCOPY OFFICE SOLUTIONS,INC.	Wide Format Copier Service	231.72
47090	02/05/2021	Printed		0668	RURAL METRO FIRE DEPT.	Jan 2021 Fire Truck Diesel	627.38
47091	02/05/2021	Printed		1794	STAPLES ADVANTAGE	Town Office Supplies	242.24
47092	02/05/2021	Printed		3226	TECH 4 LIFE COMPUTERS	Visitcarefree.com Maint	177.00
47093	02/05/2021	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Town copier Maint Agreement	349.76
47094	02/05/2021	Printed		3115	VERIZON WIRELESS	Jan 2021 Mobile Phones All	431.72
47095	02/12/2021	Printed		0300	ARIZ PUBLIC SERVICE	Feb 21 Electric All	1,907.00
47096	02/12/2021	Printed		1326	ARIZONA REPUBLIC - SUBSCRIBE	Mar 21 Newspaper Subscrip	57.14
47097	02/12/2021	Printed		1470	BROWN & ASSOCIATES	Jan 21 Building Insp 59 Hrs	3,990.00
47098	02/12/2021	Printed		1460	COX COMMUNICATIONS	Feb 21 33 Easy St Internet	129.00
47099	02/12/2021	Printed		3210	ECOBLU ENTERPRISES. INC.	Feb 21 Gardens Fountains Serv	600.00
47100	02/12/2021	Printed		3542	GAMMAGE & BURNHAM	Legal Water Acq thru 1/31/21	3,040.00
47101	02/12/2021	Printed		0266	ICMA RETIREMENT CORP	ICMA Qtr Plan fee	250.00
47102	02/12/2021	Printed		3397	LANGUAGE LINE SERVICES, INC.	Jan 21 Court Interpreting	26.55
47103	02/12/2021	Printed		1876	LOWE'S	Jan 21 Gardens Construct Suppl	1,486.13
47104	02/12/2021	Printed		3189	OLOHAN, STEPHANIE	Feb 21 Town Magistrate Service	4,517.92
47105	02/12/2021	Printed		3549	PROKOPEK, STEVE	Reimb EDTAP Mtg Lunch	65.75
47106	02/12/2021	Printed		3010	REPUBLIC SERVICES #753	Feb 21 Trash PU 33 Easy St	381.60
47107	02/12/2021	Printed		3425	RURAL ARIZ GROUP HEALTH	Feb21 MedicalDentalVision Ins	14,432.27
47108	02/12/2021	Printed		0668	RURAL METRO FIRE DEPT.	February 21 Fire Contract	126,294.38
47109	02/12/2021	Printed		1691	SPARKLETTS	Jsn 21 Bottled Water All	104.89
47110	02/12/2021	Printed		1794	STAPLES ADVANTAGE	Court Office Supplies	77.44
47111	02/12/2021	Printed		1003	TDI CO.	3rd Qtr FY2021 Storage Yd Rent	931.50
47112	02/12/2021	Printed		3576	TITAN SOLAR POWER	Refund Bldg Permit #20-0209	566.00
47113	02/12/2021	Printed		3352	UNUM LIFE INSURANCE COMPANY	Mar21 ShortTerm Disability Ins	348.66
47114	02/12/2021	Printed		352	WESTERN STATES PETROLEUM INC.	Jan 21 Pub Wrks Diesel	275.69
47115	02/19/2021	Printed		3532	AMERICAN ARBITRATION ASSN	Final Fees Cave Creek WaterAcq	4,700.00
47116	02/19/2021	Printed		3495	ASSURITY LIFE INSURANCE CO	Feb 21 Supplemental Ins	535.12
47117	02/19/2021	Printed		0414	AZ MUN. RISK RETENTION POOL	Loss Adjust	12,500.00
47118	02/19/2021	Printed		3577	BRIZ, JOSHUA B	Bond Refund	46.00

Check Register Report

ALL CHECKS FEBRUARY 2021

Date: 02/25/2021

Time: 3:23 pm

Town Of Carefree

BANK: NATIONAL BANK OF ARIZONA

Page: 2

Check Number	Check Date	Status	Void/Stop Date	Vendor Number	Vendor Name	Check Description	Amount
NATIONAL BANK OF ARIZONA Checks							
47119	02/19/2021	Printed		3293	CITI CARDS	Zoom Mtgs,Equip Rentals	940.18
47120	02/19/2021	Printed		1460	COX COMMUNICATIONS	Feb21 Maint Shop Internet&Phon	193.78
47121	02/19/2021	Printed		3104	FRENCH, KANDACE	Reimb Office Supplies	29.91
47122	02/19/2021	Printed		0091	MARICOPA COUNTY TREASURER	Jan 21 Court Remittance	1,231.17
47123	02/19/2021	Printed		3419	SCAMMON, DENISE	Court Pro-Tem Services	110.00
47124	02/19/2021	Printed		1075	SHERMAN & HOWARD LLC	General Legal thru 01/31/21	366.70
47125	02/19/2021	Printed		3569	SHERWOOD, MARIAH	Court Interpreting 2/10/2021	180.00
47126	02/19/2021	Printed		0021	STATE TREASURER	Jan 2021 Court Remittance	6,725.70
47127	02/19/2021	Printed		3451	VERIZON CONNECT NWF, INC.	JAN21 Pub Wrks Mobile dev	19.00
47128	02/25/2021	Printed		1512	ARROW AWARDS	New P&Z Comm Name Badges	92.62
47129	02/25/2021	Printed		673	BLACK MOUNTAIN SEWER	Dec 2020 Sewer Gardens	571.91
47130	02/25/2021	Printed		3072	CNA SURETY	Town Landfill Bond CityPhoenix	250.00
47131	02/25/2021	Printed		1058	DAILY JOURNAL CORPORATION	Legal Ad Variance#20-13-V	12.46
47132	02/25/2021	Printed		3174	DESERT DIGITAL IMAGING, INC.	Business Cards Carol Camacho	60.40
47133	02/25/2021	Printed		3520	JENNINGS STROUSS & SALMON, PLC	Legal Serv Water Acquis Jan21	80,368.53
47134	02/25/2021	Printed		3578	LIBERTY UTILITIES	Jan 21Sewer Gardens	598.17
47135	02/25/2021	Printed		1876	LOWE'S	3 Custom Doors Green Room	2,515.37
47136	02/25/2021	Printed		3010	REPUBLIC SERVICES #753	Feb 21 Pub Wrks 40 Yrd Rolloff	667.67
47137	02/25/2021	Printed		1075	SHERMAN & HOWARD LLC	Jan 21Legal Cave Creek Condemn	17,225.00
47138	02/25/2021	Printed		1920	SOUTHWEST GAS	Feb 2021 Gas All	122.68
47139	02/25/2021	Printed		1794	STAPLES ADVANTAGE	Office Supplies Town	80.69
47140	02/25/2021	Printed		3287	TOSHIBA BUSINESS SOLUTIONS	Last Inv Old copier Maint Agre	3.20

Total Checks: 72	Checks Total (excluding void checks):	315,737.55
Total Payments: 72	Bank Total (excluding void checks):	315,737.55
Total Payments: 72	Grand Total (excluding void checks):	315,737.55

Combined Trial Balance - All Funds
December 31, 2020



Assets

Checking - National Bank of AZ	1,086,360
Local Gov't Investment Pool - AZ	10,605,975
Petty Cash	700
Advances to the Water Company	3,576,788
Total Assets	\$ 15,269,823

Liabilities

Accounts Payable	65,243
Bonds	37,510
Sales Tax Remittance	(1)
Long Term Deferred Revenue	3,576,788
Total Liabilities	\$3,679,540

Fund Balance

Fund Balance-Beginning of Year	10,925,889
Year-to-date change in Fund Balance	664,394
Total Fund Balance	11,590,283
Total Liabilities and Fund Balance	\$ 15,269,823

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$8,949,720
Total	\$11,449,720

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of December 31, 2020

Revenues	FY2019	FY2020	FY2021	2020 vs 2021	Budget	Dec 20	% of Budget
	YTD Dec	YTD Dec	Y-T-D	% (+/-)			
Local Sales Taxes (1 month lag)	\$982,024	\$1,071,261	\$ 1,031,358	-3.7%	1,800,000	236,494	57.3%
State Sales Taxes (1 month lag)	171,151	175,718	203,245	15.7%	300,000	44,658	67.7%
Building Fees	187,325	184,253	176,871	-4.0%	300,000	29,300	59.0%
State Income Tax	229,059	250,611	280,612	12.0%	563,000	46,769	49.8%
Fines	41,076	43,092	72,059	67.2%	120,000	20,896	60.0%
Court Service Fees	66,540	96,885	100,761	4.0%	172,734	28,789	58.3%
Town Clerk-Misc. Sales	250	188	56	0.0%	500	0	11.2%
Town Clerk-Permits & Sol Fees	637	525	550	4.8%	1,000	450	55.0%
Water Company Reimbursements	345,303	290,377	311,524	7.3%	690,605	23,147	45.1%
33 Easy St Rent	7,531	7,734	7,667	0.0%	15,600	1,300	49.1%
Miscellaneous Income & Donations	92,600	41,530	389,952	839.0%	43,000	316,192	906.9%
Interest Income	95,291	98,182	19,448	-80.2%	110,820	9,050	17.5%
Utility Franchise Fees (1 month lag)	138,467	136,556	142,598	4.4%	343,000	0	41.6%
County Lieu Tax (1 month lag)	74,764	77,219	85,563	10.8%	150,000	14,206	57.0%
General Fund & All Funds Reserve Contribution(Bel)	0	0	0	0.0%	5,053,540	0	0.0%
Special Events	187,911	78,953	22,720	-71.2%	70,000	660	32.5%
County & State Grants	0	1,233	98,132	0.0%	200,000	0	49.1%
Court Enhancement, GAP, MJCEF	14,311	5,430	6,548	20.6%	22,700	1,704	28.8%
HURF (1 month lag)	105,464	305,582	110,057	-64.0%	256,500	20,615	42.9%
Cemetery	100	100	200	0.0%	600	100	33.3%
CPR Ed Fund	430	668	0	0.0%	900	0	0.0%
AZ CARES Fund Grants			450,846	0.0%	0	0	0.0%
Utility Capital Improvement Fund	3,277	3,352	3,314	0.0%	22,500	0	14.7%
Fire Reimb Income & Ins Reimb	35,742	30,742	33,703	0.0%	60,100	5,539	56.1%
Fire Fund-L Sales Tax (1 month lag)	491,012	535,631	515,681	-3.7%	900,000	118,247	57.3%
Total Revenues	3,270,264	3,435,822	4,063,464	18.3%	11,197,099	918,116	36.3%
Expenses							
Mayor & Council	4,889	4,145	3,385	-18.3%	212,075	430	1.6%
Town Clerk	153,841	166,650	166,477	-0.1%	299,381	32,239	55.6%
Court	129,825	138,716	141,962	2.3%	285,762	24,292	49.7%
Administration	200,959	236,701	209,081	-11.7%	434,381	37,575	48.1%
Claims & Losses	0	0	400	100.0%	5,000	0	8.0%
Legal	50,805	131,893	169,902	28.8%	260,000	1,380	65.3%
Risk Management	29,811	33,453	36,371	8.7%	128,313	20,202	28.3%
Planning & Development	83,395	99,739	108,815	9.1%	255,063	22,100	42.7%
Building Safety	90,351	112,362	103,214	-8.1%	220,552	19,526	46.8%
Law Enforcement	224,829	235,487	253,850	7.8%	558,677	41,736	45.4%
Code Enforcement	28,499	30,099	30,093	0.0%	54,217	10,320	55.5%
Engineering	69,062	22,321	14,861	-33.4%	129,722	2,477	11.5%
Public Works - Streets & Gardens	322,285	475,958	365,708	-23.2%	731,024	49,808	50.0%
Debt Service WIFA	223,773	227,509	231,385	1.7%	244,378	0	94.7%
33 Easy St	388,376	13,479	13,518	0.0%	27,708	1,802	48.8%
Capital Improvement Program (See Below)	0	0	0	0.0%	-	0	0.0%
Public Safety Fire General Fund	0	0	5	0.0%	619,934	0	0.0%
Town Center-Economic Development	369,288	463,306	84,737	-81.7%	241,993	13,468	35.0%
Contingencies	29,872	4,970	0	0.0%	200,000	0	0.0%
Court Enhancement, GAP, MJCEF	7,684	480	0	0.0%	12,550	0	0.0%
HURF (See Below)	0	0	0	0.0%	-	0	0.0%
Cemetery	0	0	0	0.0%	600	0	0.0%
CPR - Education Fund	0	0	0	0.0%	970	0	0.0%
AZ CARES Fund Exp	0	0	450,904	0.0%	0	0	0.0%
Utility Capital Improvement Fund (See Below)	2,791	0	0	0.0%	0	0	0.0%
Transfers Out	0	0	100	0.0%	0	0	0.0%
Fire Fund	749,115	764,763	331,556	-56.6%	974,100	128,763	34.0%
Total Expenses without Capital Expense	3,159,449	3,162,030	2,716,324	-14.1%	5,896,400	406,118	46.1%
Net without Capital Expense	\$ 110,815	\$ 273,791	\$ 1,347,140		\$ 5,300,699	\$ 511,998	25.4%
All Capital Projects	56,622	710,320	682,746	-3.9%	5,289,500	0	12.9%
Total Expenses with Capital Expense	3,216,071	3,872,350	3,399,070	-12.2%	\$11,185,900	\$406,118	30.4%
Net with Capital Expense	54,193	(436,529)	664,394	-252.2%	11,199	511,998	5932.6%

**Combined Trial Balance - All Funds
January 31, 2021**



Assets

Checking - National Bank of AZ	1,154,369
Local Gov't Investment Pool - AZ	10,746,440
Petty Cash	700
Advances to the Water Company	3,526,316
<u>Total Assets</u>	<u>\$ 15,427,825</u>

Liabilities

Accounts Payable	-11,508
Bonds	37,510
Sales Tax Remittance	(3)
Long Term Deferred Revenue	3,526,316
<u>Total Liabilities</u>	<u>\$3,552,315</u>

Fund Balance

Fund Balance-Beginning of Year	10,925,889
Year-to-date change in Fund Balance	<u>949,622</u>
Total Fund Balance	<u>11,875,510</u>
Total Liabilities and Fund Balance	<u>\$ 15,427,825</u>

Contingency Reserve Fund	\$2,500,000
Capital Fund	\$9,226,429
<u>Total</u>	<u>\$11,726,429</u>

Town of Carefree Reconciled Cash Receipts and Cash Disbursements as of January 31, 2020

Revenues	FY2019	FY2020	FY2021	2020 vs 2021	Budget	Jan 21	% of Budget
	YTD Jan	YTD Jan	Y-T-D	% (+/-)			
Local Sales Taxes (1 month lag)	\$982,024	\$1,071,261	\$ 1,261,360	17.7%	1,800,000	230,002	70.1%
State Sales Taxes (1 month lag)	171,151	175,718	242,047	37.7%	300,000	38,802	80.7%
Building Fees	187,325	184,253	198,384	7.7%	300,000	21,513	66.1%
State Income Tax	229,059	250,611	327,380	30.6%	563,000	46,769	58.1%
Fines	41,076	43,092	91,141	111.5%	120,000	19,081	76.0%
Court Service Fees	66,540	96,885	100,761	4.0%	172,734	0	58.3%
Town Clerk-Misc. Sales	250	188	56	0.0%	500	0	11.2%
Town Clerk-Permits & Sol Fees	637	525	575	9.5%	1,000	25	57.5%
Water Company Reimbursements	345,303	290,377	369,199	27.1%	690,605	57,675	53.5%
33 Easy St Rent	7,531	7,734	8,835	0.0%	15,600	1,167	56.6%
Miscellaneous Income & Donations	92,600	41,530	389,952	839.0%	43,000	0	906.9%
Interest Income	95,291	98,182	19,739	-79.9%	110,820	291	17.8%
Utility Franchise Fees (1 month lag)	138,467	136,556	211,960	55.2%	343,000	69,362	61.8%
County Lieu Tax (1 month lag)	74,764	77,219	101,481	31.4%	150,000	15,919	67.7%
General Fund & All Funds Reserve Contribution(Below)	0	0	0	0.0%	5,053,540	0	0.0%
Special Events	187,911	78,953	30,645	-61.2%	70,000	7,925	43.8%
County & State Grants	0	1,233	98,132	0.0%	200,000	0	49.1%
Court Enhancement, GAP, MJCEF	14,311	5,430	8,244	51.8%	22,700	1,696	36.3%
HURF (1 month lag)	105,464	305,582	132,203	-56.7%	256,500	22,146	51.5%
Cemetery	100	100	200	0.0%	600	0	33.3%
CPR Ed Fund	430	668	0	0.0%	900	0	0.0%
AZ CARES Fund Grants	0	0	450,846	0.0%	0	0	0.0%
Utility Capital Improvement Fund	3,277	3,352	10,132	0.0%	22,500	6,818	45.0%
Fire Reimb Income & Ins Reimb	35,742	30,742	33,490	0.0%	60,100	-213	55.7%
Fire Fund-L Sales Tax (1 month lag)	491,012	535,631	630,682	17.7%	900,000	115,001	70.1%
Total Revenues	3,270,265	3,435,822	4,717,443	37.3%	11,197,099	653,979	42.1%
Expenses							
Mayor & Council	4,889	4,145	3,869	-6.7%	212,075	484	1.8%
Town Clerk	153,841	166,650	187,011	12.2%	299,381	20,534	62.5%
Court	129,825	138,716	169,198	22.0%	285,762	27,236	59.2%
Administration	200,959	236,701	239,756	1.3%	434,381	30,675	55.2%
Claims & Losses	0	0	400	100.0%	5,000	0	8.0%
Legal	50,805	131,893	168,379	27.7%	260,000	-1,523	64.8%
Risk Management	29,811	33,453	36,371	8.7%	128,313	0	28.3%
Planning & Development	83,395	99,739	125,380	25.7%	255,063	16,565	49.2%
Building Safety	90,351	112,362	119,349	6.2%	220,552	16,135	54.1%
Law Enforcement	224,829	235,487	295,451	25.5%	558,677	41,601	52.9%
Code Enforcement	28,499	30,099	35,233	17.1%	54,217	5,140	65.0%
Engineering	69,062	22,321	17,338	-22.3%	129,722	2,477	13.4%
Public Works - Streets & Gardens	322,285	475,958	414,240	-13.0%	731,024	48,532	56.7%
Debt Service WIFA	223,773	227,509	244,378	7.4%	244,378	12,993	100.0%
33 Easy St	388,376	13,479	15,406	0.0%	27,708	1,888	55.6%
Capital Improvement Program (See Below)	0	0	0	0.0%	-	0	0.0%
Public Safety Fire General Fund	0	0	5	0.0%	619,934	0	0.0%
Town Center-Economic Development	369,288	463,306	97,400	-79.0%	241,993	12,663	40.2%
Contingencies	29,872	4,970	0	0.0%	200,000	0	0.0%
Court Enhancement, GAP, MJCEF	7,684	480	0	0.0%	12,550	0	0.0%
HURF (See Below)	0	0	0	0.0%	-	0	0.0%
Cemetery	0	0	0	0.0%	600	0	0.0%
CPR - Education Fund	0	0	0	0.0%	970	0	0.0%
AZ CARES Fund Exp	0	0	450,904	0.0%	0	0	0.0%
Utility Capital Improvement Fund (See Below)	2,791	0	0	0.0%	-	0	0.0%
Transfers Out	0	0	100	0.0%	-	0	0.0%
Fire Fund	749,115	764,763	461,869	-39.6%	974,100	130,313	47.4%
Total Expenses without Capital Expense	3,159,450	3,162,031	3,082,036	-2.5%	5,896,400	365,711	52.3%
Net without Capital Expense	\$ 110,815	\$ 273,791	\$ 1,635,407		\$ 5,300,699	\$ 288,267	30.9%
All Capital Projects	56,622	710,321	685,786	-3.5%	5,289,500	3,040	13.0%
Total Expenses with Capital Expense	3,216,072	3,872,352	3,767,821	-2.7%	\$11,185,900	\$368,751	33.7%
Net with Capital Expense	54,193	(436,530)	949,622	-317.5%	11,199	285,227	8479.5%



INTERGOVERNMENTAL AGREEMENT ANIMAL CONTROL SERVICES

BETWEEN

Maricopa County
Administered by its Animal Care & Control Department

and

The Town of Carefree

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

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

2.0 AUTHORITY

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

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

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

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

7.0 COUNTY RESPONSIBILITIES

The COUNTY agrees to:

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

8.0 TOWN RESPONSIBILITIES

The TOWN agrees to:

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

9.0 RECORDS

- 9.1 At minimum, the Parties shall keep the following records under this Agreement (“Records”):
 - 9.1.1 Intake counts.
 - 9.1.2 Electronic impound records.
 - 9.1.3 Documentation of TOWN attempts to return Animal to owner.
 - 9.1.4 All documentation related to dog licenses.
 - 9.1.5 All documentation related to rabies.
 - 9.1.6 All documentation related to Immigration; E-Verify, Section 20.
 - 9.1.7 Any other books, accounts, reports, files, or other documents related to this Agreement required under law.
- 9.2 The TOWN will have access to COUNTY dog licensing data through a web portal, calls to the animal control facility, and by email.

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

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

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

COUNTY

Maricopa COUNTY Animal Care & Control
Shelter and Field Operations
c/o Dr. Robyn Jaynes, Director
2500 S 27th Avenue
Phoenix, AZ 85009
aaguinag@mail.maricopa.gov
(602) 506-2737

cc:

Maricopa COUNTY Animal Care & Control
c/o Lisa Esquivel, Deputy Director
2500 S. 27th Avenue
Phoenix, AZ 85009

TOWN

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

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

15.0 TERMINATION

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

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

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

21.0 INDEMNIFICATION: To the fullest extent permitted under Arizona law, each Party and its agents (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party and its agents (as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, costs, or expenses (including but not limited to court costs, attorneys’ fees, claim processing) (collectively, “Claims”) arising out of bodily or personal injury (including death) of any person or tangible or intangible property damage, in whole or in part, by the negligent or willful acts or omissions of Indemnitor. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation law. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the Indemnitor against all Claims. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the COUNTY or the TOWN in any State or Federal Court arising from the negligent or willful acts or omissions of the Parties.

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

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

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

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

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

23.0 PARTIAL PERFORMANCE: The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms of this Agreement

shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other term, either in the past or in the future.

24.0 FORCE MAJEURE: Neither Party shall be responsible for delays or failures in performance resulting exclusively from unanticipated, unpreventable, uncontrollable, exceptional, and overwhelming events or acts. This includes acts or events of nature, such as fires, pandemics, floods, hurricanes, monsoons, tornadoes, or communication line or power failures; and, acts or events of people, such as riots, wars, and governmental regulations imposed after the fact.

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

26.0 APPLICABLE LAW: Each Party shall comply with all applicable laws, ordinances, Executive Orders, rules, regulations, standards, and codes of the Federal and State whether or not specifically referenced herein.

27.0 VENUE; CHOICE OF LAW

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

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

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

29.0 ENTIRE AGREEMENT: This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

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

MARICOPA COUNTY

TOWN OF CAREFREE

By:

By:

Clint Hickman, Chair
Maricopa County Board of Supervisors

Les, Peterson Mayor
Town of Carefree

Date

Date

Attest:

Attest:

Fran McCarroll, Clerk of the Board

Kandace French Contreras,
Town of Carefree Clerk

Date

Date

Approved as to Form:

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

Talia Offord, Senior Deputy County Attorney
Attorney for Maricopa County

Michael Wright,
Attorney for Town of Carefree

Date

Date

APPENDIX A

**COMPENSATION SCHEDULE FOR
ANIMAL CONTROL SERVICES**

1. COUNTY Service Level: Animal Control Services
2. Service Cost for Initial Term: \$2,833
3. Annual Data Access and Maintenance fee to maintain this access: \$

For the initial term of this Agreement, the TOWN agrees to pay the COUNTY \$2,833. Thereafter, the TOWN shall pay the COUNTY those fees approved by the Maricopa County Board of Supervisors in accordance with a formula developed by the Department, which require full recovery of the COUNTY's direct and indirect costs. See Appendix A.

APPENDIX B

SERVICES

1. The COUNTY, as the appointed Enforcement Agent, shall be responsible for and enforce the Animal Control Ordinance for the TOWN. *See* Appendix E.

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

3. Response Times: The COUNTY will respond during Normal Hours of Operation. COUNTY staff will arrive at the scene of a reported service request within the time prescribed below based on the service classification:

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

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

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

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

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

7. While the COUNTY is closed for business on all COUNTY Observed Holidays, the COUNTY reserves the right to provide limited response times from 7am to 10 pm on COUNTY

observed holidays. The police only line will be staffed for Priority 1 calls for service from 7am to 10pm on COUNTY Holidays.

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

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

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

APPENDIX C

PRIORITY CLASSIFICATIONS

Maricopa County Animal Care & Control

Service Contract Priority List

Service hours: 8 a.m. - 5 p.m. Normal Hours of Operation

5 p.m. - 10 p.m. Limited Hours of Operation and County Holidays

Priority-1 1-hour or less	Priority-2 2-hours	Priority-3 48-hours	Priority-4 72-hours	Priority-0--Other by appointment		
Officer needs assistance: police/fire/animal control officer. Officer on scene	Menacing animal at large imminent safety hazard	On-duty municipal employees, not LEO	Area check no aggression	Vicious animal petition	Maricopa County Constables or Public Fiduciary	
Animal bite running at large / imminent safety hazard within last hour	Animal in trap	Trap check/Trap Pick-up	Leash Law	Court appearance or delivery	Kennel permit inspections	
Animal at large on school grounds (school in session) does not include colleges	Sick or injured stray	Confined stray dog at business or home	Third Party Pick-ups		Canvassing	
Attack which has taken place in the last hour, dog still at large and possess immediate threat	Officer needs assistance: police/fire/animal control officer. Officer not on scene	Attack older than 3 hours. Animal bite investigations follow-up second sequence		Barking dog	Public Information Booth	
	Attack within the last 3 hours dog still at large	Dog confined on school grounds		Kennel Permit		
	Animal bite investigation	Will show		Admin duties		

**APPENDIX D
COUNTY OBSERVED HOLIDAYS**

New Year's Day
Martin Luther King
Presidents Day
Memorial Day
Labor Day
Veterans Day
Independence Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

APPENDIX E

Town of Carefree

Dangerous Animals 5-1-2

Dogs Not Permitted at Large 5-1-3



PROCLAMATION

WHEREAS, the Town of Carefree takes great pride in and **holds in the highest regard those military veterans** who have selflessly defended our nation.

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

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

WHEREAS, the Town of Carefree acknowledges and is thankful for the **mission of AT&T Veterans in Carefree and their support of veteran related activities including but not limited to the annual Veterans Day Charity 3-Miler in Carefree.**

WHEREAS, the Town of Carefree acknowledges and is grateful for the **expertise of AT&T Veterans in fiscal and technical support making our Veterans Memorial in Carefree a success.**

NOW, THEREFORE, I, Les Peterson, Mayor of the Town of Carefree do hereby **proclaim our most sincere gratitude for the unwavering support AT&T Veterans has afforded the veterans of our community and the inspirational example they have set for others.**

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Carefree to be affixed at Carefree Town Hall this 2nd day of March in the year of our Lord two thousand and twenty-one.

SIGNED: _____
Les Peterson, Mayor

ATTEST: _____
Kandace French Contreras, Town Clerk

CAREFREE ARIZONA



PROCLAMATION

WHEREAS, the Town of Carefree is a community which acknowledges that the history and contributions of

Gerry Jones

as a pioneer and visionary in the early development of the town of Carefree,
and

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

WHEREAS, the Town of Carefree is a community which chooses to shine a light on and celebrate individuals like Gerry Jones within its community, who was the early pioneer and laid the early land development planning, built the first home in 1959 as well as over 300 more homes over the course of his 68 year career, with their unique architectural designs, that celebrate the beauty of the Sonoran Desert, and made the Carefree Lifestyle one in which is in harmony with the beautiful outdoors, working hard to preserve our desert by not disturbing the environment over moving earth in order to accommodate conventional construction.

WHEREAS, the Town of Carefree acknowledges Gerry Jones, and is proud to support "**Gerry Jones Day**" commemorating the date of the dedication of the Gerry Jones Sundial Plaza, and

NOW, THEREFORE, I, Les Peterson, Mayor of the Town of Carefree, and on behalf of all residents of Carefree, do hereby proclaim **March 6th, 2021** to be **Gerry Jones Day, with all of the honors and incentives which this proclamation incurs**, in honor of all of his contributions to the Carefree community, from his arrival with real estate developers KT Palmer & Tom Darlington on a hand-shake agreement to this desert oasis in 1952, to his influence as a master builder, architect, and developer still today.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Carefree to be affixed at Carefree Town Hall this 2nd day of March in the year of our Lord two thousand and twenty-one.

SIGNED: _____
Les Peterson, Mayor

ATTEST: _____
Kandace French Contreras, Town Clerk



TOWN OF CAREFREE

INFORMATION SUMMARY

MEETING DATE: March 2, 2021

SUBJECT: Carefree Town Code Amendment, Recreational Marijuana

Discussion and solicitation of public comment regarding a proposed amendment to the *Carefree, Arizona Town Code*. This amendment seeks to protect the health, safety, and welfare by prohibiting the use, possession, sale, and smoking of marijuana on publicly owned or controlled property and only allows recreational marijuana sales within a medical marijuana dispensary that holds a "dual license" (an entity that holds both a nonprofit medical marijuana dispensary registration and a marijuana establishment license). This is the second of two required Ordinance readings.

SUMMARY:

In 2016, Arizona voters narrowly voted against the legalization of recreational marijuana. Last election year, Arizonans voted in favor of the Smart and Safe Arizona Act (Proposition 207), which legalized recreational marijuana. In Carefree, those who voted on Proposition 207 (2,926), approximately 50% voted in favor of the legislation, 47% voted against. In essence, Carefree was nearly split. Among many things, the Safe and Smart Act does allow local governments to regulate sales and operations including prohibiting outright recreational marijuana establishments, testing facilities, and delivery operations within their jurisdictions. Staff proposes a compromised approach in order to limit an influx of retail establishments, but also allow for potential revenues from taxed sales. The proposed amendment does the following:

1. Prohibits *smoking* of marijuana in public places as defined in the Smoke-free Arizona Act, which include airports, banks, bars, common areas of apartment buildings, condominiums or other multifamily housing facilities, educational facilities, entertainment facilities or venues, health care facilities, hotel and motel common areas, laundromats, public transportation facilities, reception areas, restaurants, retail food production and marketing establishments, retail service establishments, retail stores, shopping malls, sports facilities, theaters, and waiting rooms. However smoking and/or consumption of marijuana and marijuana products is prohibited on any Town-owned or -controlled property.
2. Authorizes only licensed medical marijuana dispensaries to operate as dual licensees. To date the Town has no medical marijuana locations within its borders.
3. Establishes penalties for violations depending on the confines of Proposition 207.

The proposed Ordinance does not restrict any currently allowed property rights or any rights of citizens to use, grow or smoke marijuana in their homes as long as they do so in conformance with Proposition 207. The proposed Ordinance also does not restrict the smoking of marijuana in privately owned, non-public spaces. To date, the Town of Gilbert and the City of Scottsdale

have enacted regulations that prohibit marijuana establishments except for licensed medical marijuana dispensaries that operate as dual licensees. Carefree has no medical marijuana dispensaries at this time.

Because the proposed ordinance is being recommended in order to preserve the public peace, health, and safety of the Carefree community, it contains an emergency clause to make the provisions of the Ordinance effective immediately given the Proposition passed in November of this year. The intent of the text amendment is to prevent a spread of recreational marijuana establishments before state and local impacts are known and fully vetted and studied. Once these initial prohibitions and regulations are in place, Carefree can spend more time studying other alternatives as it sees fit.

At the first reading, Council asked about potential delivery restrictions as stated in staff's report. Staff replied that the Council report was in error, and there are no restrictions on deliveries in Carefree from those legally purchasing medical or recreational marijuana. This was originally considered, but was removed from the Ordinance itself as presented to Town Council. Staff explained that it would be too difficult to enforce. Council asked the Town Attorney about separation and permitting requirements as it pertained to the recent Cave Creek dispensary location. The Town Attorney stated that based on current Department of Health Services approved license locations, chances are slim one will locate in Carefree in the near future.

It is still staff's opinion that limiting recreational marijuana sales to existing/new medical dispensaries is reasonable for now and within the context of the law. This is a public hearing and the second reading of the proposed amendment as required by Town Code. Public comments will be taken. An action of approval or denial is required at this time.

ATTACHMENTS:

- Proposed Ordinance 2021-01
- Proposition 207, Smart and Safe Act

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF CAREFREE, MARICOPA COUNTY, ARIZONA, AMENDING THE CAREFREE, ARIZONA TOWN CODE BY ADOPTING A NEW ARTICLE RELATING TO THE REGULATION OF RECREATIONAL MARIJUANA; ESTABLISHING A PURPOSE; SETTING FORTH DEFINITIONS; PROHIBITING MARIJUANA ON PUBLIC PROPERTY; PROHIBITING RECREATIONAL MARIJUANA ESTABLISHMENTS AND MARIJUANA TESTING FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; SETTING FORTH VIOLATIONS; AND PROVIDING FOR ENFORCEMENT AND PENALTIES; PROVIDING FOR SEVERABILITY.

WHEREAS, marijuana contains tetrahydrocannabinol (“THC”), which remains on Schedule I of the Controlled Substances Act pursuant to 21 U.S.C. § 811 et al. and any possession and use is a violation of federal law pursuant to 21 U.S.C. § 841 et. al.;

WHEREAS, the Arizona Medical Marijuana Act, Arizona Revised Statutes Sections § 36-2801 et al., and Title 9, Chapter 17 of the Arizona Administrative Code allow the establishment and operation of medical marijuana dispensaries in Town according to a prescribed statutory and regulatory process;

WHEREAS, the statewide ballot measure I-23-2020, known as “Smart and Safe Arizona Act” has been certified as Proposition 207 and placed on the November 3, 2020 general election ballot and contains provisions to authorize the possession, consumption, purchase, processing, manufacturing and transporting of marijuana by an individual who is at least twenty-one (21) years of age; authorize possession, transport, cultivation or processing of marijuana plants in a primary residence by adults over 21 years of older; allow a medical marijuana dispensary or other non-dispensary applicant to apply to the Department of Health Services to become a licensed marijuana establishment authorized to engage in the retail sale, cultivation and manufacturing of marijuana; and allow the Department, or another entity designated by the Department, to become a marijuana testing facility to test the potency of marijuana and detect any harmful contaminants;

WHEREAS, the Town finds that Proposition 207 authorizes marijuana establishments to use chemical extraction or chemical synthesis, including butane and other flammable gases, to extract marijuana concentrate poses a threat to the health, safety and security of the community and increases the responsibilities of law enforcement and other Town departments to respond to violations of state and local laws, including building, electrical and fire codes;

WHEREAS, WHEREAS, Town seeks to protect public health, safety, and welfare by prohibiting marijuana establishments and/or marijuana testing facilities in Town;

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

March 3, 2021

SECTION I GENERAL.

THE CAREFREE, ARIZONA TOWN CODE, is hereby amended by adding a new Article 5-7, Recreational Marijuana to read as follows:

Section 5-7-1 Purpose

This article is adopted to protect the health, safety, and welfare of the community. Except as allowed by law for personal, private use the Town prohibits the retail sale, cultivation, storage, processing, testing, and manufacturing of marijuana in Town. Nothing in this article is intended to promote or condone the sale, cultivation, manufacture, transport, production, distribution, possession, storage or use of marijuana in violation of any applicable law.

Section 5-7-2 Definitions

The below words and phrases, wherever used in this article, shall be construed as defined in this section unless, clearly from the context, a different meaning is intended. Words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number.

- A. “*Chemical Extraction*” means the process of removing a particular component of a mixture from others present, including removing resinous tetrahydrocannabinol from marijuana.
- B. “*Chemical Synthesis*” means production of a new particular molecule by adding to, subtracting from, or changing the structure of a precursor molecule.
- C. “*Consume,*” “*Consuming,*” and “*Consumption*” mean the act of ingesting, inhaling or otherwise introducing marijuana into the human body.
- D. “*Consumer*” means an individual who is at least twenty-one years of age and who purchases marijuana or marijuana products.
- E. “*Cultivate*” and “*Cultivation*” mean to propagate, breed, grow, prepare and package marijuana.
- F. “*Department*” means the State of Arizona Department of Health Services or its successor agency.
- G. “*Dual Licensee*” means an entity that holds both a nonprofit medical marijuana dispensary registration and a marijuana establishment license.

- H. *“Extraction”* means the process of extracting or separating resin from marijuana to produce or process any form of marijuana concentrates using water, lipids, gases, solvents, or other chemicals or chemical processes.
- I. *“Manufacture”* and *“Manufacturing”* mean to compound, blend, extract, infuse or otherwise make or prepare a marijuana product.
- J. *“Marijuana”*
1. Means all parts of the plant of the genus cannabis, whether growing or not, as well as the seeds from the plant, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture or preparation of the plant or its seeds or resin.
 2. Includes cannabis as defined in A.R.S. § 13-3401.
 3. Does not include industrial hemp, the fiber produced from the stalks of the plant of the genus cannabis, oil or cake made from the seeds of the plant, sterilized seeds of the marijuana to prepare topical or oral administrations, food, drink or other products.
- K. *“Marijuana Concentrate:”*
1. Means resin extracted from any part of a plant of the genus cannabis and every compound, manufacture, salt, derivative, mixture or preparation of that resin or tetrahydrocannabinol.
 2. Does not include industrial hemp or the weight of any other ingredient combined with cannabis to prepare topical or oral administrations, food, drink or other products.
- L. *“Marijuana Establishment”* means an entity licensed by the Department to operate all of the following:
1. A single retail location at which the licensee may sell marijuana and marijuana products to consumers, cultivate marijuana and manufacture marijuana products.
 2. A single off-site cultivation location at which the licensee may cultivate marijuana, process marijuana and manufacture marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
 3. A single off-site location at which the licensee may manufacture marijuana and marijuana products and package and store marijuana and marijuana products, but from which marijuana and marijuana products may not be transferred or sold to consumers.
- M. *“Marijuana Products”* means marijuana concentrate and products that are composed of marijuana and other ingredients and that are

intended for use or consumption, including edible products, ointments, and tinctures.

- N. *“Marijuana Testing Facility”* means the Department or another entity that is licensed by the Department to analyze the potency of marijuana and test marijuana for harmful contaminants.
- O. *“Nonprofit Medical Marijuana Dispensary”* means a non-profit entity as defined in A.R.S. § 36-2801(12).
- P. *“Open Space”* means a public park, public sidewalk, public walkway or public pedestrian thoroughfare.
- Q. *“Person”* means an individual, partnership, corporation, association, or any other entity of whatever kind or nature.
- R. *“Process” and “Processing”* means to harvest, dry, cure, trim or separate parts of the marijuana plant.
- S. *“Public Place”* has the same meaning prescribed in the Smoke-Free-Arizona Act, A.R.S. § 36-601.01.
- T. *“Smoke”* means to inhale, exhale, burn, carry or possess any lighted marijuana or lighted marijuana products, whether natural or synthetic.

Section 5-7-3 Marijuana Prohibited on Public Property.

- A. The use, sale, cultivation, manufacture, production, storage or distribution of marijuana or marijuana products is prohibited on property that is occupied, owned, controlled or operated by the Town.
- B. It is unlawful for an individual to smoke marijuana or consume marijuana products on property that is occupied, owned, controlled or operated by the Town.
- C. It is unlawful for an individual to smoke marijuana or consume marijuana products in any open space in Town.
- D. It is unlawful for an individual to smoke in a public place in Town.

Section 5-7-4 Marijuana Establishment Prohibited; Dual Licensee Exception.

- A. To the fullest extent allowable by law, the operation of a marijuana establishment is not permitted in Town, except where authorized for a dual licensee who:

1. Operates both a nonprofit medical marijuana dispensary and marijuana establishment cooperatively in a shared location; and
2. Has not forfeited or terminated the nonprofit medical marijuana dispensary registration from the Department.

Section 5-7-5 Marijuana Testing Facility Prohibited.

- A. To the fullest extent allowable by law, the operation of a marijuana testing facility is not permitted in the Town.

Section 5-7-6 Violations and Penalties.

- A. It is unlawful and a violation of this article for a person to sell, cultivate, process, manufacture, store, or transport marijuana or marijuana products, if the person fails to meet all requirements in this article or state law, including the Departments rules.
- B. Each day any violation of any provision of this article shall continue shall constitute a separate offense.
- C. Except as otherwise provided in A.R.S. § 36-2853, A.R.S. § 36-2854 or as otherwise provided above, any violation of this article shall be a class one misdemeanor.
- D. Violations of this article are in addition to any other violation enumerated within the Town Ordinances or the Town Code and in no way limits the penalties or abatement procedures which may be taken by the Town for any violation of this article, which is also a violation of any other ordinance or Code provision of the Town or federal or state law. Conviction and punishment of judgement and civil sanction against any person under this article shall not relieve such person from the responsibility of correcting prohibited conditions, or removing prohibited structures or improvements, and shall not prevent the enforced correction or removal thereof.
- E. The remedies provided in this article shall be cumulative and in addition to any federal, state, or local remedy, which may be available. Nothing contained herein shall be construed to preclude prosecution under any other applicable state, ordinance, rule, order, or regulation.

SECTION II. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference, are hereby repealed.

March 3, 2021

SECTION III. Recitals.

The recitals above are fully incorporated in this Ordinance by reference.

SECTION IV. Emergency.

Because of the urgent need for the implementation of the Town's regulations concerning recreational marijuana, the immediate operation of this Ordinance is necessary for the preservation of the health, safety, and general welfare. An emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor and Council as required by law.

SECTION V. Zoning Considerations.

In accordance with Article II, Sections 1 and 2, Constitution of Arizona, the Town of Carefree Council has considered the individual property rights and personal liberties of the residents of the Town before adopting this ordinance.

SECTION VI. Preservation of Rights and Duties.

This Ordinance does not affect the rights and duties that matured, penalties that were incurred, or proceedings that were begun before the effective date of this Ordinance.

SECTION VII. Providing for Severability.

If any section, subsection, sentence, clause, phrase or portion of this Ordinance or any part of the Code adopted herein by reference, 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 VIII. Amendment Corporation

The Town Clerk of the Town of Carefree shall incorporate the Amendment set forth herein in to the Carefree Arizona Town Code.

PASSED, ADOPTED AND APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF CAREFREE, ARIZONA, this ___ day of _____, 2021.

Ayes ____ Noes ____ Abstentions ____ Absent ____

March 3, 2021

TOWN OF CAREFREE

Les Peterson, Mayor

Attest:

Kandace French Contreras, Town Clerk

Approved as to Form:

Michael Wright, Town Attorney

March 3, 2021

CAREFREE ARIZONA



Proudly Presents
“Carefree Cares” Excellence Awards
First Quarter, 2021





“Carefree Cares” Excellence Awards

The Town of Carefree has the great honor to recognize one outstanding Cave Creek Unified School District (CCUSD) staff member from each school or department. This great privilege occurs quarterly during the school year.

- Each award winning recipient will receive a special “Carefree Cares” pin
- CCUSD will also recognize the winners at an upcoming monthly Governing Board meeting





“Carefree Cares” Excellence Awards

Criteria for Selection

- Volunteers substantial time and expertise to CCUSD, the school and/or the community
- Is a positive role model for students, staff and community
- Serves as an inspiration to others
- Always represents CCUSD and the community in a positive and professional manner
- Selections are submitted by the Principals and Directors at each site



Miss Skye Cooper

Special Education Teacher from **Desert Willow Elementary School (DWES)**

Miss Cooper works in Desert Willow Elementary School in our K-4 resource room and is vital to our school community. This year, she started the year with very little flexibility in her schedule and still found a creative way to build a schedule to meet the various needs of students in many different classrooms that keeps them physically distant and engaged in their learning. She has mentored several different Para educators to create a classroom that is warm and welcoming and students are thriving. Skye has also stepped up to help out when we are short on substitutes, filling in and teaching music, covering lunches, and helping out wherever else she can. Through all of this, her students have continued to thrive and grow.

Staci Weise
Principal, DWES



Mrs. Lori DiCicco

Youth Transition Program from Cactus Shadows High School



Lori is the glue that holds the special education department together. She is doing the duties that would be done in normal circumstances by three other people. She supports all of the Cactus Shadows special education teachers and support staff, helping in the classroom, with IEP compliance, setting up services and any other of a number of items to ensure the special education students receive the best possible service. What is also amazing is she does all of this with a smile and a positive attitude. In such an emotionally draining time, she is constantly pumping people up and finding solutions to never before seen circumstances. Cactus Shadows is lucky to have such an amazing person working with our students and staff and I am proud to recommend her for this honor.

Tony Vining
Principal, CSHS

Mrs. Alisa Gould

Reading Teacher from Horseshoe Trail Elementary School (HTES)

Alisa Gould, through her leadership and service, has been indispensable this year for our Horseshoe Trails students, staff, and larger school community. Over the summer and into the fall, she supported teachers with their Canvas pages- providing outstanding professional development that aided our efforts greatly in providing dynamic learning opportunities for students. Once we transitioned to in-person learning, she covered classrooms for ill and quarantined staff members for what seemed like weeks on end. Additionally, she designed and posted inspirational quotes in our teacher lounge to boost staff morale, completed walk through observations with some of our first year Stallion teachers as an instructional coach, and, as a valued member of our Leadership Team, attends monthly meetings that offer critical feedback to administration. Every single thing just listed is not even part of her job description as a Reading Specialist. Simply put, Alisa Gould goes above and beyond for the HTES community and consistently places the needs of others before her own. Every school needs an Alisa Gould!

Aaron Pettinato
Principal, HTES



Mrs. Kellie Hale

5th Grade Teacher from Lone Mountain Elementary School (LMES)



Kellie Hale lives by the mantra that Frank Serafini once said: "There is no such thing as a child who hates to read. There are only children who have not found the right book." Mrs. Hale teaches 5th grade English Language Arts and inspires students to love reading and to love learning. She always knows how to get just the right book into a student's hands. She models for them what it means to learn and to grow, and blows up their beliefs about rankings and competition. Mrs. Hale has also started our very own K-Kids club through Kiwanis at Lone Mountain, and is helping students to take ownership of improving our community through their service. Thank you for being an inspiration to us all, Mrs. Hale.

Dr. Patty Jensen
Principal, LMES

Miss Lori Johnston

Reading Teacher from **Desert Sun Academy** (DSA)

Lori defines the word teammate. While not only a great teacher and interventionist, Lori builds great relationships with both the students and adults she works with. This year especially, whenever a need arises we can count on her and she always responds with a smile and willingness to do any task needed. Her smile is infectious and one cannot pass by her without sharing a smile of their own. She is thoughtful, kind and an extremely special member of our staff. Thank you Lori for not only being a great teacher but for being an amazing human being as well. Congratulations!

Aaron Bagwell
Principal, DSA



Mrs. Annette McQuain

Health Clinic Assistant from **Sonoran Trails Middle School (STMS)**



Annette exemplifies what it means to be dedicated to your school and your students. As our nurse's assistant during our current pandemic, she guides staff, families and students to increase their awareness of and maneuver through COVID-19. To say that her job is different and more difficult than ever before would be the understatement of the decade. She has put into practice effective tracking systems and answers the concerns of staff and parents with intelligence and grace. Often, she bears the brunt of the frustration parents have when their child needs to quarantine. She never loses her cool and has maintained a warm and welcoming environment in our nurse's office – after all, there is still plenty to do outside of COVID as our school nurse.

Mrs. Antonella Nechtman

4th Grade Teacher from **Black Mountain Elementary School** (BMES)

Antonella Nechtman deserves to be recognized as a true team player and someone who is always looking out for others. In addition to being a great teammate and wonderful teacher, Antonella has a great influence outside of her classroom walls. Antonella has been a member of the Black Mountain family for more than 22 years, and has always been a part of BMES leadership groups and committees that helped lead our school forward. For the past 10 years, Antonella has spent nights, weekends, and multiple summers on research, program implementation, and both short and long term strategic planning. As a certified administrator, she has also filled in for the principal on different occasions. During those times, her organized, calm, and caring nature has been on full display. Our staff and students are in great hands no matter what role Antonella Nechtman is in. It is easy to say that our school and our community is better with such a wonderful person in it.



Matt Owsley
Principal, BMES



**TOWN OF CAREFREE, ARIZONA
RESOLUTION 2021-03**

**A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF CAREFREE
AUTHORIZING THE RENEWAL OF THE TOWN OF CAREFREE'S MEMBERSHIP IN
THE RURAL ARIZONA GROUP HEALTH TRUST**

WHEREAS, Town of Carefree ("Carefree") is currently a Participating Entity in the Rural Arizona Group Health Trust ("the Trust"); and

WHEREAS, Carefree has previously elected Trust membership for the period of July 01, 2018 through June 30, 2021; and

WHEREAS, the Trust's Board of Trustees ("the Trust Board") has offered a renewal membership to Carefree commencing July 01, 2021; and

WHEREAS, Carefree wishes to accept the offer and renew its participation in the Trust for a 5-year Membership Period commencing July 01, 2021 and terminating June 30, 2026; and

WHEREAS, renewal of Carefree's membership in the Trust will serve the interest of the Town and its employees by providing the vehicle for Carefree employee's to obtain their medical and health benefits.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Carefree Town Council hereby authorizes the renewal of Carefree's membership in the Trust for the period commencing July 01, 2021 and terminating June 30, 2026 and by doing so Carefree agrees to be bound by the terms of the Declaration of Trust and the By Laws of the Trust.
2. The Carefree Town Council hereby appoints the following Trustee to serve on the Board of Trustees of the Rural Arizona Group Health Trust from July 01, 2021 until the appointment of a duly-qualified successor, consistent with Carefree

Trustee: Gary Neiss, Town Administrator

3. The Carefree Town Council hereby appoints the following Alternate Trustee to serve on the Board of Trustees of the Rural Arizona Group Health Trust from July 01, 2021 until the appointment of a duly-qualified successor, consistent with the Rural Arizona Group Health Trust Declaration of Trust and By-Laws;

Alternate Trustee: Kandace French, Town Clerk/Treasurer

PASSED AND ADOPTED by the Mayor and Council of the Town of Carefree, Arizona, this 2nd day of March, 2021.

Ayes _____ Noes _____ Abstentions _____ Absent _____

TOWN OF CAREFREE, an
Arizona Municipal Corporation

Les Peterson, Mayor

ATTEST:

APPROVED AS TO FORM:

Kandace French Contreras, Town Clerk

Michael Wright, Town Attorney