PUBLIC NOTICE
REGULAR MEETING FOR THE COMMON COUNCIL OF
YOUNGTOWN, ARIZONA

The Town of Youngtown provides notice that it will conduct its Town Council meeting on April 16, 2020 through technological means in order to minimize the spread of COVID-19. Council members will attend the Council meeting via telephone, as authorized by A.R.S. Section 38-431(4). The public may listen to the Town Council meeting by calling in telephonically using the conference call and meeting identification number provided below. **Please state your name when you call in, then mute your telephone for the remainder of the call to ensure the Town Council can conduct its meeting without interference. No in-person attendance is available.**

The Mayor authorizes this action to serve the goal of protecting Town residents, staff, and in the interests of public safety. We thank you for your understanding. If you would like to comment on any matter on the agenda, please download a public comment form and submit it via email to Town Clerk Nicole Smart at least one hour before the meeting. **The Town Clerk will read public comments submitted before the meeting into the record.**

DATE:	**April 16, 2020**
TIME:	**5:30 p.m.**
PLACE:	**Join the Regular Meeting by phone: 1-408-418-9388** **Access Code: 297 603 470 followed by the pound sign (#)** **Password: 39723653**

1. **Call to Order of Regular Meeting**

2. **Roll Call**

3. **Pledge of Allegiance and Invocation**

4. **Summary of Current Events:** Brief Summary of Current Events pursuant to ARS § 38-431.02(K). Council may not propose, discuss or take legal action on the current event updates.
   - **A.** Summary of Current Events from Mayor and Council.
   - **B.** Summary of Current Events from Town Manager.

5. **Staff Reports:** Staff may provide reports to Council on the following subjects, which may include discussion with Council. Council will not take legal action.
   - **A. Library:** The Library Manager may report to Council on library operations, monthly activities, book club events, and upcoming author visits.
   - **B. Public Works:** The Public Works Manager may report to Council regarding maintenance of Town facilities, recreational facilities, streets, parks, and schedules for work in the Town.
   - **C. Community Development:** The Community Development Manager and/or Community Development Coordinator may report to Council regarding business outreach, economic development projects, and code enforcement operations and activity reports.
   - **D. Finance:** The Finance Manager may report to Council regarding the Town's budget and monthly expenditures.

E. **Town Clerk:** The Town Clerk may report to Council regarding Town events, activities, meetings, and promotion of the Town on its website and social media sites.
F. **Municipal Court:** The Court Administrator may report to Council regarding activities of the Municipal Court, citations, hearings and schedules.

6. **Response to Call to the Community**

7. **Citizens Comments/Appearances from the Floor:** Members of the public must complete a speaker request form for the Town Clerk and write out their comments in advance of the meeting. Only written comments are being accepted for this meeting. The Town Clerk will read public comments submitted into the record. Non-Agenda items: This is the time for citizens who would like to address the Town Council on any non-agenda item. The Council will listen to comments, and may take one of the following: 1) Respond to criticism; 2) Request that staff investigate and report on the matter; or 3) Request that the matter be scheduled on a future agenda.
Download the Comment Form (PDF download requires Adobe Acrobat Reader)
Please submit to Town Clerk at least one hour before the meeting start time at mailto:nsmart@youngtownaz.org

8. **Consent**
   A. **Approval of Minutes:**
      i. Regular meeting minutes of **April 2, 2020**

9. **Business**
   A. **Presentation and/or Discussion Re**: Sun City Fire and Medical District (SCFD) Report, which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services (Chief Deadman)
   B. **Presentation and/or Discussion Re:** Maricopa County Sheriff's Office (MCSO) Report, which may include discussion of crime statistics, specific crimes including traffic violations, thefts, violent crimes, trespass and issues with homelessness, crime prevention, MCSO staffing levels, community needs, and response times (Captain McWilliams)
   C. **Presentation, Discussion and/or Action Re**: Request to approve a renewal contract with Landcare Unlimited, LLC, for landscape maintenance services within the public parks of the Town of Youngtown, in the amount of $2,885 per month ($34,620 annual) to begin on July 1, 2020 and end on June 30, 2021 (Mosbrucker)
   D. **Presentation, Discussion and/or Action Re:** Approval of an agreement with ACE Asphalt of Arizona, Inc for the Street Resurfacing Project (Mosbrucker)
   E. **Presentation, Discussion and/or Action** Re: Approval of a contract with Lex Anderson as Municipal Judge for the Town of Youngtown for a two (2) year term to begin on July 1, 2020 (Blackman/Stuhan)
   F. **Presentation, Discussion and/or Action Re:** Approval of Amendment No. 1 to the Intergovernmental Agreement between Maricopa County Administered by its Human Services Department and the Town of Youngtown dated November 1, 2019 (Arrington).
   G. **Presentation, Discussion and/or Action Re:** Approval of Amendment No. 2 to the Intergovernmental Agreement between Maricopa County Administered by its Human Services Department and the Town of Youngtown dated December 6, 2017 (Arrington)

10. **Executive Session:** Convene Executive Session pursuant to ARS § 38-431.03(A) (3) for discussion or consultation for legal advice with the Town Attorney regarding any above agenda items, as needed.

11. **Future Agenda & Meetings**
    A. There may be discussion of whether to place an item on a future agenda and the date, but not the merits of the item.
    B. Announcement of the next Regular Council Meeting: **Thursday, May 7, 2020**

Adjournment

*NOTE: Persons with special accessibility needs, including large print materials or interpreter, should contact the Town Clerk's office at (623) 933-8286 or TDD (623) 974-3665 no later than 24 hours in advance of regular scheduled meeting times. Citizens may appear before the Council to present their views on any subject concerning Town Government. The Council, however, may not discuss, consider or decide items NOT on the Agenda (ARS § 38-431.02 (H)) The Council will, if necessary, follow up at a later date.

POSTING CERTIFICATION OF THIS NOTICE

The undersigned hereby certified that a copy of the attached notice and agenda were duly posted by **6:00 p.m.** on **April 10, 2020** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.

Nicole Smart

Nicole Smart, Town Clerk

AGENDA DATE: April 16, 2020

STAFF REPORT TO COUNCIL

DEPARTMENT: *General Government*	DEPARTMENT REPORT SUBMITTED BY: *Town Manager, Jeanne Blackman*

REPORT:

- Business continues to move forward at Town hall as staff continues to work a split shift.
- Additional signage has placed at all the parks to remind residents of the social distancing requirements.
- Budget preparations are underway. Dates are being provided to Council and staff.
- Contracts up for renewal continue to be reviewed and brought forward to Council for approval.
- Cinco de Mayo event has been cancelled.
- Celebration of the 100-year anniversary of the right to vote for women has been postponed until the fall.

AGENDA DATE: April 16, 2020

STAFF REPORT TO COUNCIL

DEPARTMENT:	DEPARTMENT REPORT SUBMITTED BY:
Public Works	Marty Mosbrucker, Public Works Manager

REPORT:

- Landscape maintenance contract renewal presented for council approval.
- Street resurfacing contract presented for council approval.
- Wisconsin Avenue dead end storm drain catchment contract signed with vendor.
- Uribe basketball court resurface contract signed with vendor.
- Attended telephonic meeting with Standard Construction reference sidewalk project.
- Town Hall advertising the Household Hazardous Waste event scheduled for April 20th through May 8th.
- Public Works technician and manager completed required continuing education class reference right of way weed spraying.

AGENDA DATE: April 16, 2020

STAFF REPORT TO COUNCIL

DEPARTMENT: Community Development	**DEPARTMENT REPORT SUBMITTED BY:** *Community Development Manager, Gregory Arrington*

REPORT:

- Youngtown Sidewalk Improvement Program
  - Town Manager, Mayor, Barry Collins and Chuck Lumer with Standard Construction meet to discuss:
    - Maricopa Lake Sidewalk

AGENDA DATE: April 16, 2020

STAFF REPORT TO COUNCIL

DEPARTMENT: Town Clerk/Community Development Coordinator	**DEPARTMENT REPORT SUBMITTED BY:** Nicole Smart

REPORT:

- The monthly Business License Report is attached for your review.
- Working with Citizens Serve to setup a Portal for online permit and business license acceptance.
- Continue work on records retention and cleanup of old files that have exceeded the required retention period.
- Continue work on Town inventory list.
- Conducting one on one meetings with individual businesses in the Town per the direction of the Town Manager.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories. www.facebook.com/townofyoungtownaz.

Town of Youngtown

March 2020 Business License Report

New Business Licenses

- Transient 0
- Commercial 0
- Home Based 0

Renew Business Licenses

- Transient 5
- Commercial 1
- Home Based 0

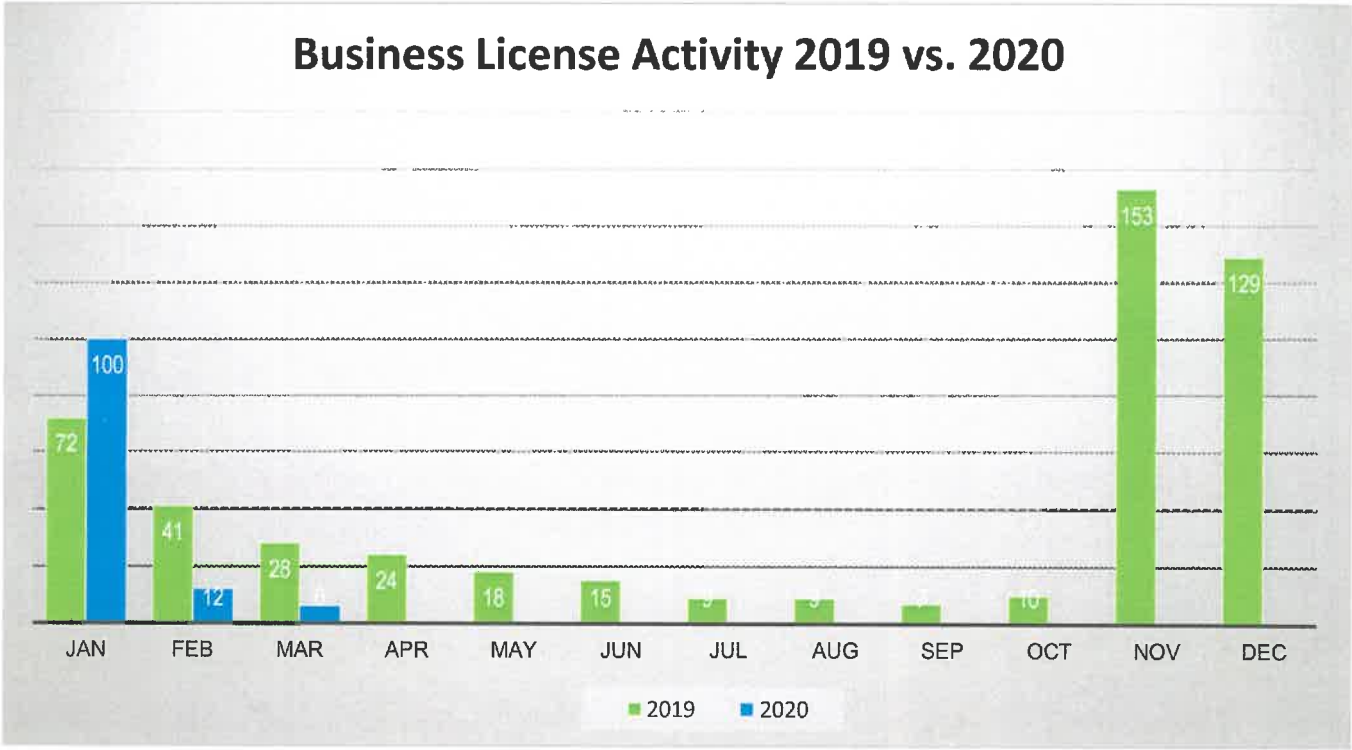
New Business Licenses			Renew Business Licenses	
Transient	$360.00		Transient	$0.00
Commercial	$108.33		Commercial	$0.00
Home Based			Home Based	$0.00
TOTALS	**$468.33**		**TOTALS**	**$0.00**

Total Revenue for March 2020 = $468.33

There was one Commercial Business for the Month of March.
Engaging Life Center Wellness Clinic

All licenses now expire on December 31st of each year.

	2019	2020
Jan	72	100
Feb	41	12
Mar	28	6
Apr	24	
May	18	
Jun	15	
Jul	9	
Aug	9	
Sep	7	
Oct	10	
Nov	153	
Dec	129	
Total	**515**	



AGENDA DATE: April 16th, 2020

STAFF REPORT TO COUNCIL

DEPARTMENT: Youngtown Municipal Court	**DEPARTMENT REPORT SUBMITTED BY:** *Court Administrator – Lisa Lipinski*

REPORT:

No formal presentation will be given on the following items:

Court Activity for APRIL:

5 e-citations filed by MCSO so far

2 defensive driving school completions so far in the first week of April

0 warrants issued as court is not in session

Pretrials, Orders to Show Cause, Bench Trials, Petitions to Revoke Probation that were scheduled for Thursday, March 19th, 2020 have ALL be rescheduled tentatively to Thursday, May 28th this will be a special session with the state prosecutor in which the Youngtown Municipal Court will be in session ALL day from 9 a.m. to 4:00 p.m. We will close Council Chambers for lunch from 12 p.m. to 1 p.m. to allow CBI security, prosecutor, Judge to recess and the Court Administrator will sanitize the surfaces and equipment during this recess.

All arraignments have been reset to April 30th, May 7th, and May 14th, 2020 in compliance with Arizona Supreme Court Administrative Order 2020-47 and Arizona Supreme Court Administrative Order 2020-55, due to the extreme risk of person to person transmission caused by the 2019 Coronavirus "COVID-19" until further notice.

The Youngtown Municipal Court daily operations include:

Handling general inquires, payments in person and by phone, collection contact for past due cases, sentencing of cases and processing warrants for failure to appear/non-compliance on classes, jail or probation. Assisting citizens to refer to correct court for handling cases, providing contact information for law enforcement, animal control, directions to other town services and local businesses.

MINUTES OF THE REGULAR TELEPHONIC MEETING
COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, APRIL 2, 2020 at 5:30 P.M.

1. **Call to Order:** Mayor LeVault called the meeting to order at 5:39 p.m.

2. **Roll Call:** Council present telephonically: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Council Members Margaret Chittenden, June Miller, Susan Hout, Karen Haney Duncan and Jack Duran.

   Mayor Michael LeVault noted that a quorum is established for transacting business.

   Staff present telephonically: Town Manager Jeanne Blackman, Town Attorney Trish Stuhan, Community Development Manager Gregory Arrington, and Town Clerk Nicole Smart.

3. **Pledge of Allegiance and Invocation:** Mayor Michael LeVault led the Pledge and Councilmember Duran gave the Invocation.

4. **Summary of Current Events:**
   A. Summary of Current Events from Mayor and Council.

      - Mayor Michael LeVault stated that they are committed in keeping the Town in a good financial position during this tough economic time.

      Summary of Current Events from Town Manager

      - Town Manager Blackman stated she coordinated with the Mayor, Governor's office and other agencies for information on the corona virus. Staff is still working a split schedule to mitigate exposure, and day to day operations continue at Town Hall to serve the community.

5. **Staff Reports:**
   A. **Library:** No formal report was given.
   B. **Public Works:** No formal report was given.
   C. **Community Development:** No formal report was given.
   D. **Finance:** No formal report was given.
   E. **Town Clerk:** No formal report was given.
   F. **Municipal Court:** No formal report was given.

6. **Response to Call to the Community:** No response to Call to the Community.

7. **Citizens Comments/Appearances from the Floor:** No comments from the floor.

8. **Consent**

A. **Approval of Minutes:**

A. Special meeting minutes (Coffee with a Cop) of **February 29, 2020**

8.A.i. Regular meeting minutes of **March 5, 2020 – Recommendation to approve the minutes with the changes as noted.**

Motion to approve the Consent Agenda – Councilmember Miller
Second – Councilmember Haney Duncan

Motion passed unanimously on a voice vote with all Council members in attendance voting.

9. **Business**

A. **Presentation, Discussion and Action Re:** CliftonLarsonAllen LLP review and acceptance of the Fiscal Year 2019 Financial Audit Findings, and update on current status of the Town.

Sandy Cronstrom, of CliftonLarsonAllen, LLP was in attendance to present the Fiscal Year 2019 Financial Audit findings, and answer questions from Council.

Sandy Cronstrom stated they wrapped up the audit for the previous fiscal year, and they issued out the reports in mid-February. In your packet there should be, the annual expenditure limitation report, the HURF report, and the internal control communication report.

Sandy Cronstrom stated that in the financial report, you will see that the Town was about 1.8 million dollars under budget for expenditures, and you are pretty much in line with revenues compared to budget.

As part of their audit procedures the HURF expenditures is in compliance with the street activities, and they did not find any findings in the HURF expenditures.

The expenditure limitations report, the Town was well under the limitation this year. The internal control communication report is just a letter stating that there were no internal control findings for the June 2019 fiscal year audit.

Sandy Cronstrom thanked the Town Manager and her staff in cooperating and providing the necessary documentation during the audit.

Pat Walker, of Pat Walker Consulting, LLC was in attendance to present an update of the current status of the Town's finances, and answer questions from Council.

Pat Walker would like to give kudos the Town Manager and her staff for everything they did for this audit. This June 2019 audit did not have any audit findings.

Pat Walker mentioned she wanted to talk about the numbers, to put things in perspective, because where we were at the end of June is not where we are today. It's a good news/bad news scenario. The good news is that you ended the year, about two-hundred thousand some more in your fund balance than the prior year. A lot of that was because of under spending in the expenditures, but you met your revenues, so you able

to add to the fund balance, and you were able to end the fiscal year with a fund balance of 5.4 million, and to start the fund balance of the new year with that amount.

Pat Walker mentioned that this will be a tough budget year moving forward. With the current economic impact of the pandemic and reduction in revenue due to an audit with a taxpayer through Arizona Department of Revenue, we will need to be very conservative in our budget for fiscal year 2021.

Mayor Michael LeVault reiterated that every year we have improved during the audit. Pat Walker and Sandy Cronstrom stated that we had a clean audit this year. The Town has a rainy-day fund, and this is with hard work and perseverance why we are where we are at. This will serve the Town well moving forward.

Council member June Miller would like to give kudos the Town Council members and staff for the good job they did on the audit.

Council member Margaret Chittenden would like to thank Mayor LeVault for his guidance for the funds the Town has, and making sure we have a rainy-day fund.

Town Manager Blackman would like to give thanks to Sandy Cronstrom and Pat Walker for their hard work and guidance with the audit.

Approval of the Fiscal Year 2018-2019 Audit Report
Motion to approve the Audit – Vice Mayor Vickers
Second – Council member Miller

Motion passed unanimously on a voice vote with all Council members in attendance voting.

B. **Presentation and/or Discussion Re:** Proclamation declaring April to be observed as Fair Housing Month.

Town Manager Blackman read the proclamation declaring April to be observed as Fair Housing Month.

10. **Call to Executive Session:** No Call to Executive Session.

11. **Future Agenda & Meetings**
    A. Future Agenda Items – None.

    A. The next Regular Council Meeting will be held on **Thursday, April 16, 2020** beginning at 5:30 p.m. by teleconference.

Adjournment

Motion to Adjourn – Council member Duran
Seconded – Vice Mayor Vickers
Meeting Adjourned 6:02 p.m.

_____

Michael LeVault, Mayor

Attest:

_____

Nicole Smart, Town Clerk

Minutes approved at the April 16, 2020 regular meeting

SUN CITY FIRE DISTRICT
YOUNGTOWN MONTHLY REPORT
MARCH, 2020

INCIDENT RESPONSE SUMMARY				
Incident Type	MAR 2020	YTD	MAR 2019	YTD
FIRE	0	4	1	5
RESCUE & EMS INCIDENT	20	280	136	373
HAZARDOUS CONDITION (NO FIRE)	1	2	3	5
SERVICE CALL	0	3	6	9
GOOD INTENT CALL	2	2	5	8
FALSE ALARM & FALSE CALL	3	7	1	9
INCIDENT TOTAL	26	298	152	329

PREVENTION INSPECTION SUMMARY				
Property Use	Number of Initial	Number of Reinspects	Total Inspections	Total Violations
ASSEMBLY	0	0	0	0
EDUCATIONAL	0	0	0	0
HEALTH CARE, DETENTION, & CORRECTION	0	0	0	0
RESIDENTIAL	0	0	0	0
MERCANTILE & BUSINESS	10	1	11	5
STORAGE	4	0	4	1
SPECIAL PROPERTY & OTHER	0	0	0	0
TOTAL INSPECTIONS	14	1	15	6

Maricopa County Sheriff's Office

Annual Report for Youngtown

This report reflects a year to year comparison of calls for service and on view based on the primary deputy's call sign.

Data Sources and Knowledge Stores

The Maricopa County Sheriff's Office (MCSO) utilizes Intergraph's Computer-Aided Dispatch (I/CAD), that went live within the MCSO on September 24th, 2013.

Definitions

Calls for Service (CFS) – occurs when a resident contacts the Office, typically by phone, and a deputy is dispatched to handle the call (Wilson & Weiss, 2009). They include calls to "911" for emergency assistance along with to non-emergency numbers (Police Data Initiative, n.d.).

Deputy Initiated Activities (On View/OV) – occurs when a deputy initiates the dispatch by conducting a traffic stop or other proactive policing event.

Unknown Origin – this occurs when the I/CAD is unable to determine the origin of the event. This is rare but does happen.

Additional Information

An asterisk (*) indicates subcodes were grouped under the main event category. For example, speeding and no seatbelt, etc., are grouped under the main event category Traffic Violation*.

References

Police Data Initiative. (n.d.). *Calls for Service*. Retrieved June 13, 2018, from Police Data Initiative: https://www.policedatainitiative.org/datasets/calls-for-service/

Wilson, J., & Weiss, A. (2009). *A performance-based approach to police staffing and allocation*.Washington, DC: Office of Community Oriented Policing Services.

Top 20 Calls For Service

Event Category	2018	2019	2020
WELFARE CHECK	688	725	135
SUSPICIOUS PERSON	113	161	35
FALSE BURGLAR ALARM*	117	148	30
TRESPASSING	85	152	38
CIVIL ACTION	133	108	13
CITIZEN/MOTORIST ASSIST	106	92	16
LOUD NEIGHBORS DISTURBING	76	102	23
SUSPICIOUS ACTIVITY	60	86	19
UNWANTED GUEST	63	80	18
FOLLOW UP	51	83	14
THEFT	58	68	19
CIVIL MATTER/STANDBY	64	58	15
SUSPICIOUS PERSON AND VEHICLE	51	66	17
CRIMINAL DAMAGE	51	54	13
INJURED/SICK PERSON	45	62	7
VEHICLE CRASH (NO INJURIES)*	61	35	7
ANIMAL PROBLEM	47	45	10
ASSIST OTHER AGENCY	41	44	7
FIGHT/MUTUAL COMBAT (DV)	52	30	7
FOUND PROPERTY	27	29	5
PATROL/VACATION WATCH	34	22	5
Total	**2023**	**2250**	**453**

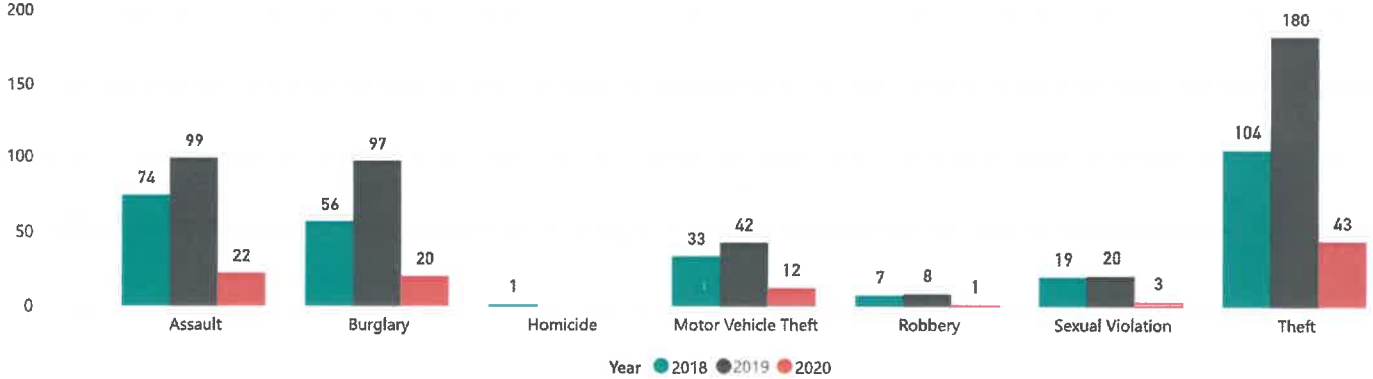
Top 20 On View

Event Category	2018	2019	2020
PATROL/VACATION WATCH	1987	957	245
FOLLOW UP	540	433	63
TRAFFIC VIOLATION*	101	369	75
COMMUNITY POLICING*	209	57	11
TRAFFIC CONTROL	104	98	11
WELFARE CHECK	72	94	15
CITIZEN/MOTORIST ASSIST	80	68	10
SUSPICIOUS PERSON	44	50	21
SUSPICIOUS PERSON AND VEHICLE	43	38	9
SUSPICIOUS VEHICLE	32	27	8
TRESPASSING	18	38	7
ASSIST OTHER AGENCY	21	20	1
SPECIAL DETAIL	19	21	1
WARRANT ARREST ATTEMPT	25	9	6
ORDERS OF PROT - HARASS - CIVIL USE ONLY	12	16	2
CIVIL SUMMONS -CIVIL USE ONLY	11	8	6
FOUND PROPERTY	14	6	3
WARRANT ARREST	10	8	1
CIVIL ACTION	9	7	1
SUSPICIOUS ACTIVITY	10	5	2
Total	**3361**	**2329**	**498**

Top 20 Calls for Service with Incident Reports

Event Category	2018	2019	2020
WELFARE CHECK	57	75	8
THEFT	44	54	12
CRIMINAL DAMAGE	42	50	11
VEHICLE CRASH (NO INJURIES)*	39	21	6
CONVENIENCE MARKET THEFT	12	37	6
FOUND PROPERTY	24	22	4
ASSAULT	18	25	5
DEAD BODY	15	25	6
BURGLARY FROM VEHICLE	11	26	5
ASSAULT D/V	12	20	7
Total	**274**	**355**	**70**

Major Crime Indicators



Maricopa County Sheriff's Office

Annual Report for Youngtown

March, 2020

Top 20 Calls For Service

Event Category	2020
WELFARE CHECK	57
SUSPICIOUS PERSON	13
FALSE BURGLAR ALARM*	11
SUSPICIOUS PERSON AND VEHICLE	10
TRESPASSING	10
SHOOTING TOO CLOSE	8
SUSPICIOUS ACTIVITY	7
CIVIL MATTER/STANDBY	6
UNWANTED GUEST	6
CIVIL ACTION	5
MOTORIZED BIKES DISTURBING	5
THEFT	5
ASSAULT D/V	4
FOLLOW UP	4
LOUD NEIGHBORS DISTURBING	4
ANIMAL PROBLEM	3
BURGLARY AT RESIDENCE	3
CONVENIENCE MARKET THEFT	3
CRIMINAL DAMAGE	3
SHOTS FIRED	3
WARRANT ARREST - MISDEMEANOR WARRANTS	3
Total	**173**

Top 10 On View

Event Category	2020
PATROL/VACATION WATCH	101
TRAFFIC VIOLATION*	38
FOLLOW UP	30
TRAFFIC CONTROL	8
WELFARE CHECK	8
SUSPICIOUS PERSON	7
COMMUNITY POLICING*	6
TRESPASSING	6
SUSPICIOUS PERSON AND VEHICLE	5
SUSPICIOUS VEHICLE	5
Total	**214**

Top 10 Calls for Service with Reports

Event Category	2020
TRAFFIC VIOLATION*	3
CONVENIENCE MARKET THEFT	1
FOUND PROPERTY	1
NARCOTICS/OTHER DRUGS	1
NARCOTICS/OTHER DRUGS - NARCOTICS - DRUGS - ADULT	1
STOLEN AUTOMOBILE RECOVERY FOR OTHER AGENCY	1
STOLEN VEHICLE	1
WARRANT ARREST - MISDEMEANOR WARRANTS	1
Total	**10**

Areas of Special Interest

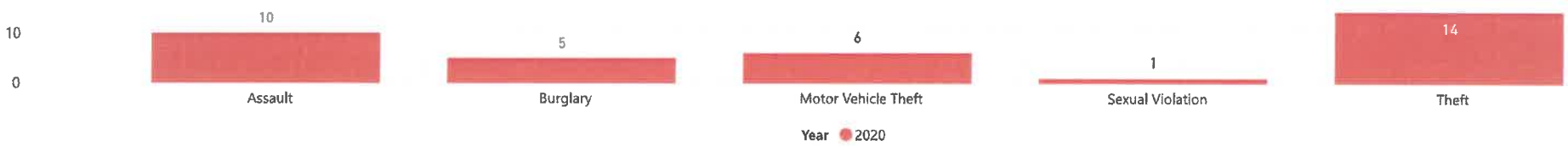
Event Category	2020
ATTEMPT SUICIDE	1
NARCOTICS/OTHER DRUGS	1
NARCOTICS/OTHER DRUGS - NARCOTICS - DRUGS - ADULT	2
SEXUAL ASSAULT - MINOR VICTIM	1
Total	**5**

Events by Call Source

Call Source	2020
Calls for Service (CFS)	233
Deputy Initiated Activities (On View/OV)	232
Total	**465**

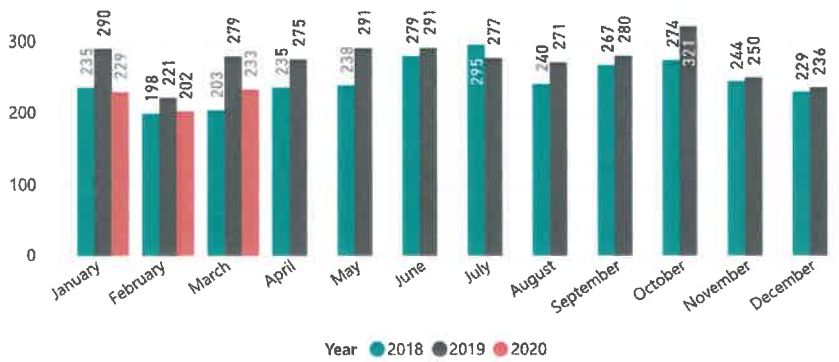
Calls for Service by Day of Week

Major Crime Indicators

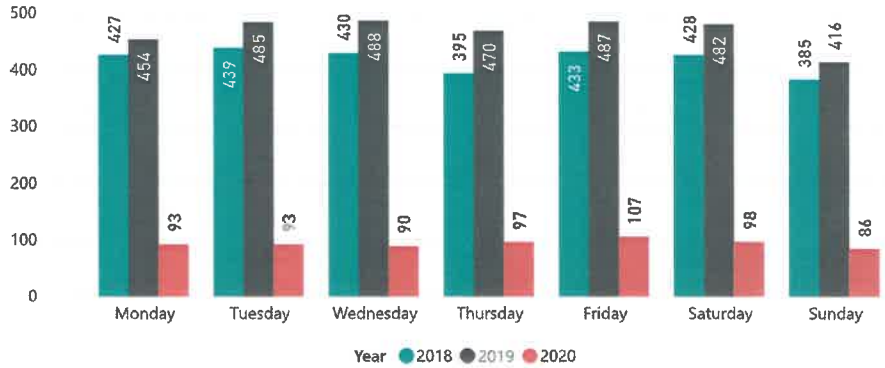


CALLS FOR SERVICE

Calls for Service by Month



Calls for Service by Day of Week



Calls for Service by Hour

Calls for Service by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2018	85	57	66	54	58	43	63	104	121	138	151	149	158	144	162	170	177	171	162	175	157	130	127	115	**2937**
2019	103	103	71	72	62	51	84	102	132	158	159	163	173	159	164	197	166	179	150	167	190	166	172	119	**3282**
2020	29	21	16	12	5	12	12	14	25	14	37	38	37	33	24	34	34	44	53	39	31	33	44	23	**664**
Total	**217**	**181**	**153**	**138**	**125**	**106**	**159**	**220**	**278**	**310**	**347**	**350**	**368**	**336**	**350**	**401**	**377**	**394**	**365**	**401**	**378**	**329**	**343**	**257**	**6883**

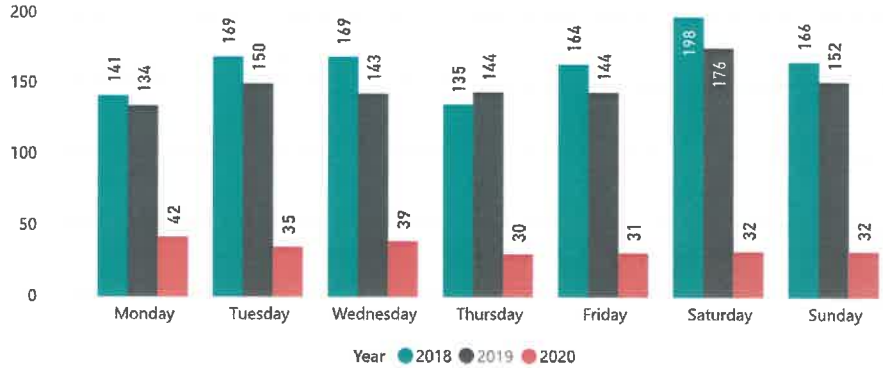
Calls for Service by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	29	25	18	14	13	7	29	32	41	53	42	46	56	58	50	61	54	62	42	49	51	44	52	38	**974**
Tuesday	31	22	22	15	17	16	30	34	53	50	63	50	59	55	55	56	52	62	47	55	58	43	43	29	**1017**
Wednesday	19	29	23	21	24	18	24	28	30	49	65	61	59	54	45	63	57	49	49	66	54	41	45	35	**1008**
Thursday	18	19	21	17	18	20	30	36	49	38	55	42	51	30	45	67	71	65	55	49	49	44	38	35	**962**
Friday	27	21	17	20	16	14	27	36	50	45	43	54	44	55	58	62	59	58	70	70	57	41	48	35	**1027**
Saturday	40	31	32	21	13	16	10	31	29	39	43	54	46	39	51	56	37	42	51	57	70	64	77	59	**1008**
Sunday	53	34	20	30	24	15	9	23	26	36	36	43	53	45	38	36	47	56	51	55	39	52	40	26	**887**
Total	**217**	**181**	**153**	**138**	**125**	**106**	**159**	**220**	**278**	**310**	**347**	**350**	**368**	**336**	**350**	**401**	**377**	**394**	**365**	**401**	**378**	**329**	**343**	**257**	**6883**

CALLS FOR SERVICE
ASSISTING UNITS

Calls for Service by Month

Calls for Service by Day of Week



Calls for Service by Hour

Calls for Service by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2018	48	33	35	37	36	27	28	30	31	47	46	41	49	48	38	41	53	59	58	79	75	61	72	70	**1142**
2019	37	48	40	46	35	17	27	38	35	37	40	41	39	38	47	52	36	49	47	55	49	65	68	57	**1043**
2020	14	10	9	8	1	7	4	6	5	6	12	15	13	15	12	7	6	3	11	11	15	16	26	9	**241**
Total	**99**	**91**	**84**	**91**	**72**	**51**	**59**	**74**	**71**	**90**	**98**	**97**	**101**	**101**	**97**	**100**	**95**	**111**	**116**	**145**	**139**	**142**	**166**	**136**	**2426**

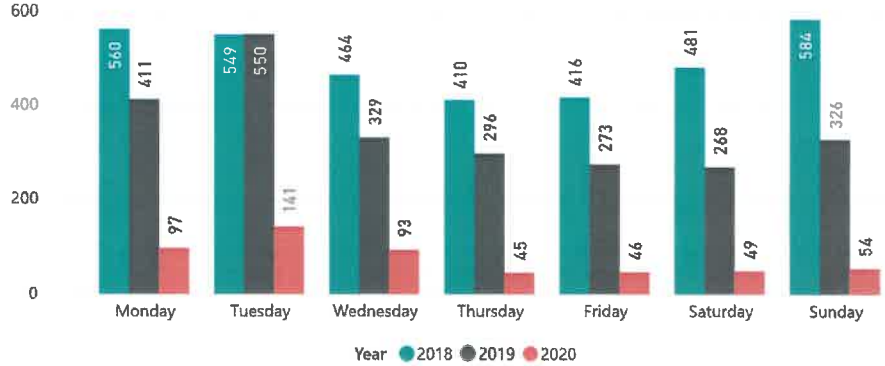
Calls for Service by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	13	13	11	9	8	4	13	8	9	16	9	7	11	14	14	10	16	15	12	16	20	22	22	25	**317**
Tuesday	14	12	11	10	7	6	12	11	11	13	20	19	19	16	14	13	9	21	15	20	23	18	21	19	**354**
Wednesday	9	16	17	14	18	7	9	8	5	15	24	14	10	11	12	16	21	12	14	24	22	18	20	15	**351**
Thursday	9	8	10	11	8	12	8	16	14	10	11	11	15	10	14	14	12	13	20	16	20	17	14	16	**309**
Friday	13	7	6	14	9	7	10	13	15	13	9	13	13	18	14	18	17	18	22	26	13	13	23	15	**339**
Saturday	16	20	17	10	6	9	3	8	9	14	16	19	19	19	19	19	10	11	18	21	25	29	38	31	**406**
Sunday	25	15	12	23	16	6	4	10	8	9	9	14	14	13	10	10	10	21	15	22	16	25	28	15	**350**
Total	**99**	**91**	**84**	**91**	**72**	**51**	**59**	**74**	**71**	**90**	**98**	**97**	**101**	**101**	**97**	**100**	**95**	**111**	**116**	**145**	**139**	**142**	**166**	**136**	**2426**

ON VIEW

On View by Month

On View by Day of Week



On View by Hour

On View by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2018	158	133	130	120	102	40	103	246	211	202	190	192	167	141	148	149	127	76	124	122	144	128	145	166	**3464**
2019	121	119	98	97	85	22	64	130	142	142	165	123	121	118	101	121	87	29	78	97	108	61	125	99	**2453**
2020	28	17	19	27	30	5	9	22	24	20	32	21	25	18	24	25	11	7	11	27	27	20	35	41	**525**
Total	**307**	**269**	**247**	**244**	**217**	**67**	**176**	**398**	**377**	**364**	**387**	**336**	**313**	**277**	**273**	**295**	**225**	**112**	**213**	**246**	**279**	**209**	**305**	**306**	**6442**

On View by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	54	47	36	55	50	9	24	73	55	53	48	55	56	47	36	32	36	22	43	38	49	32	50	48	**1068**
Tuesday	61	51	45	50	45	12	22	74	61	83	80	68	72	62	59	77	54	23	36	41	32	24	52	56	**1240**
Wednesday	38	43	45	44	41	17	45	60	54	45	48	51	34	33	39	38	28	11	17	22	25	27	33	28	**886**
Thursday	37	34	32	21	18	9	19	34	70	50	54	30	40	29	25	30	18	19	24	35	25	21	40	37	**751**
Friday	35	35	19	25	25	2	26	42	60	40	42	32	33	30	34	38	27	7	17	28	30	26	38	44	**735**
Saturday	31	28	26	22	18	9	14	45	37	38	55	48	29	38	30	30	21	17	34	45	53	45	40	35	**798**
Sunday	31	31	24	27	20	9	26	70	40	55	60	52	49	38	50	50	41	13	42	37	55	34	52	58	**964**
Total	**307**	**269**	**247**	**244**	**217**	**67**	**176**	**398**	**377**	**364**	**387**	**336**	**313**	**277**	**273**	**295**	**225**	**112**	**213**	**246**	**279**	**209**	**305**	**306**	**6442**

TRAFFIC

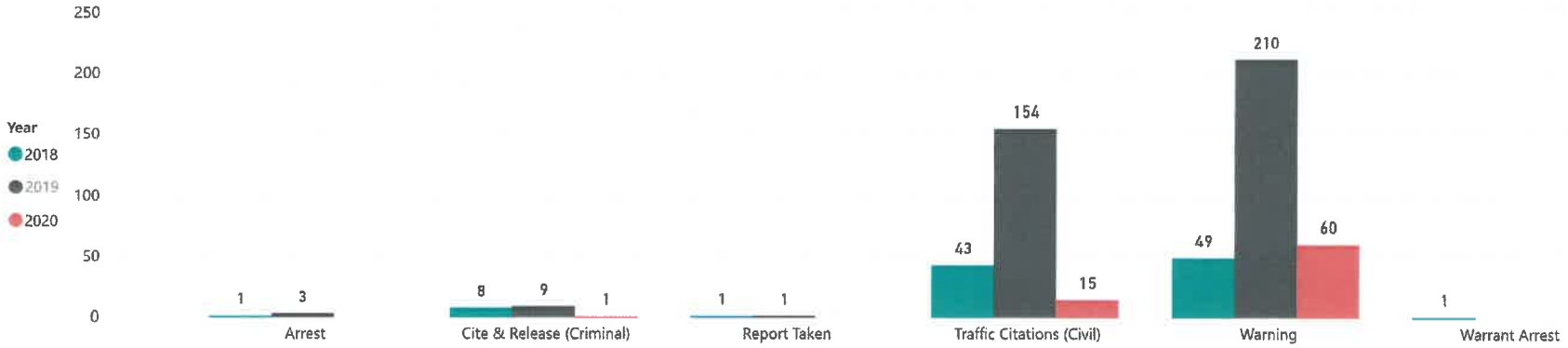
This report reflects the traffic stop activity based on call types for traffic violations (910) and reckless/overly aggressive driving (693/693R) along with DUI and aggravated DUI (692 and 692F) for all call sources (calls for service and on view). Canceled calls have been removed.

DESCRIPTION	2018	2019	2020
CIVIL CITATION - NO IR	42	145	12
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED	1	7	3
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	5	2	1
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED	2	6	
DETAIL COMPLETED AS ASSISTING UNIT	40	39	9
DETAIL COMPLETED AS PRIMARY UNIT	3	4	
DETAIL COMPLETED VIA PHONE		1	1
INCIDENTAL CONTACT	1	4	
NON TRAFFIC CONTACT FORM COMPLETED-NO IR			1
OFFENSE REPORT NO ARREST - NON TRAFFIC	1		
OFFENSE REPORT SUPPLEMENT		4	
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC	1	3	
OFFENSE REPORT WITH CITE & RELEASE - NON TRAFFIC	1	1	
POLICE SERVICE REPORT		1	
SUPERVISOR DUTIES	5	7	
TOW TRUCK REQUEST OR CIVIL CITATION WITH VEHICLE TOW/IMPOUND		2	
UNABLE TO LOCATE / UNABLE TO CONTACT FOR SERVICE	4	4	
VEHICLE CRASH SUPPLEMENTAL REPORT	1		
WARNING ISSUED	49	210	60
WARRANT ARREST - IR GENERATED (NO NEW CHARGES FILED)	1		
Total	**157**	**440**	**87**

Call Types by Year

Description	2018	2019	2020
TRAFFIC VIOLATION - SPEEDING	14	163	37
TRAFFIC VIOLATION - STOP SIGN - RED LIGHT	33	103	16
TRAFFIC VIOLATION - NON-MOVING OTHER	6	33	6
TRAFFIC VIOLATION - MOVING OTHER	5	30	2
TRAFFIC VIOLATION	19	10	3
TRAFFIC VIOLATION - EXPIRED PLATES	3	15	
RECKLESS DRIVING	5	8	1
BICYCLE STOP	7		6
TRAFFIC VIOLATION - SUSPENDED DRIVERS LICENSE	6	6	1
DUI	4	5	1
PROOF OF INSURANCE/MANDATORY INSURANCE SUSPENSION	2	7	1
TRAFFIC VIOLATION - INVALID REGISTRATION	5	2	2
TRAFFIC VIOLATION - SUSPENDED REGISTRATION		2	1
DUI - AGG. DUI	1	1	
TRAFFIC VIOLATION - FAILURE TO SIGNAL	1	1	
OVERLY AGGRESSIVE DRIVER		1	
Total	**111**	**387**	**77**

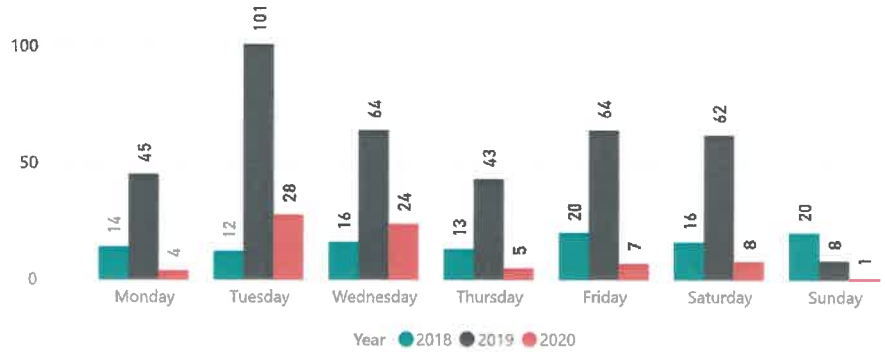
Disposition Categories by Year



TRAFFIC

Traffic by Month

Traffic by Day of Week



Traffic by Hour

Traffic by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	**Total**
2018	7	3	3	5	3	1		6	3	8	8	3	3	4	4	9	2	5	2	7	8	7	6	4	**111**
2019	5	8	5	4	4	2	5	12	22	35	30	24	27	24	17	31	25	7	8	21	25	12	21	13	**387**
2020	2	2	1		1				10	4	5	5	5	7	11	6	3	2	1	3	3	1	3	2	**77**
Total	**14**	**13**	**9**	**9**	**8**	**3**	**5**	**18**	**35**	**47**	**43**	**32**	**35**	**35**	**32**	**46**	**30**	**14**	**11**	**31**	**36**	**20**	**30**	**19**	**575**

Traffic by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	**Total**
Monday			1	4				3	5	8	5	3	4	3	4	1	3	4	3	5	2	1	3	1	**63**
Tuesday				1	1		1	5	10	17	19	11	11	14	7	15	14	2		3	2		3	1	**141**
Wednesday	2	3	1				2	4	6	11	9	9	9	9	7	12	9	2	1	1	2	3	2		**104**
Thursday	4	1	2		1	1			7	3	1	4	6	2	2	7	1	4	1	4	2		5	3	**61**
Friday	4	6	1	2	2		2	3	3	6	2	3	3	4	10	2	3		3	5	9	3	7	8	**91**
Saturday	1	2	1		3			3	4	2	6	1	1	1	1	4		2	1	12	16	10	9	6	**86**
Sunday	3	1	3	2	1	2					1	1	1	2	1	1			2	1	3	3	1		**29**
Total	**14**	**13**	**9**	**9**	**8**	**3**	**5**	**18**	**35**	**47**	**43**	**32**	**35**	**35**	**32**	**46**	**30**	**14**	**11**	**31**	**36**	**20**	**30**	**19**	**575**

TOWN COUNCIL ACTION FORM

SUBJECT:	**STAFF PRESENTER:**
Council approval of a renewal contract with Landcare Unlimited, LLC, for landscape maintenance services within the public parks of the Town of Youngtown, in the amount of $2,885 per month ($34,620 annual) to begin on July 1, 2020 and end on June 30, 2021.	Marty Mosbrucker, Public Works Manager

RECOMMENDATION:

Council approval of a renewal contract with Landcare Unlimited, LLC, for landscape maintenance services within the public parks of the Town of Youngtown, in the amount of $2,885 per month ($34,620 annual) to begin on July 1, 2020 and end on June 30, 2021.

COMMUNITY BENEFIT:

The Town landscape maintenance services have been outsourced since April, 2008. The current landscape maintenance contract with Landcare Unlimited, LLC. expires June 30, 2020. The terms of the current contract allow the Town to award a one (1) year contract with an option to renew for up to two (2) additional one (1) year terms. Staff is requesting to renew the contract for a one (1) year term to become effective July 1, 2020 and expire June 30, 2021.

DISCUSSION:

Landcare Unlimited, LLC. has provided satisfactory landscape maintenance service to the Town. Town Staff believes it would be of great benefit to the Town to proceed with a one (1) year renewal contract with Landcare Unlimited LLC.

FISCAL IMPACT:

$34,620 for FY 2020/21.

REVIEWED BY:

Trish Stuhan (per email)
Trish Stuhan, Town Attorney

Nicole Smart
Town Clerk, Nicole Smart

Jeanne Blackman (per email)
Jeanne Blackman, Town Manager

PREPARED BY:

Marty Mosbrucker (per email)
Marty Mosbrucker, Public Works Manager

RENEWAL OF YOUNGTOWN LANDSCAPE MAINTENANCE CONTRACT

WHEREAS, the Town of Youngtown, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter referred to as "Youngtown" and Landcare Unlimited, LLC hereinafter designated as "Contractor" entered into a Landscape Maintenance Contract Landscape Maintenance dated **April 5th, 2018;** and

WHEREAS, the Contract's initial term was from July 1, 2018 to June 30, 2019 with an option to renew for up to two (2) additional one year terms;

WHEREAS, the Parties renewed the Contract in 2019 and hereby mutually agree to renew the Contract for the second remaining renewal term at the price specified below;

NOW, THEREFORE, the parties agree as follows:

1. Contingent on funds being appropriated or budgeted for the renewal term, the Landscape Maintenance Contract entered into by Youngtown and Contractor on **April 5, 2018** is renewed for a period of one (1) year commencing **July 1, 2020** and continuing through **June 30, 2021** ("the Renewal Term").

2. The Contract price for the Renewal Term shall not exceed **$2,885.00 per month** for the contract term.

3. As part of this renewal, Contractor shall provide Youngtown with current commercial application certification, copies of driver's licenses of employees servicing Youngtown, business or contractor license, and insurance certificates, as required in the Contract Documents. Copies of such documents are attached hereto.

4. During the Renewal Term, the following additional terms and conditions apply:

   Equal Treatment of Workers. Contractor shall keep fully informed of all federal and state laws, county and local ordinances, regulations, codes, and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. Contractor shall, at all times, observe and comply with all such laws, ordinances, regulations, codes, orders, and decrees; this includes, but is not limited to, laws and regulations ensuring equal treatment for all employees and against unfair employment practices, including the Occupational Safety and Health Administration ("OSHA") and the Fair Labor Standards Act ("FLSA"). Contractor shall protect and indemnify Youngtown and its representatives against any claim or liability arising from or based on the violation of such, whether by Contractor or its employees.

AGREED TO and **ENTERED** ON THIS 16th day of Aril, 2020.

"Town"

TOWN OF YOUNGTOWN,

an Arizona municipal corporation

_____

Michael LeVault, Mayor

ATTEST:

_____

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

_____

Trish Stuhan
Gust Rosenfeld, PLC
Town Attorneys

"Contractor"

Landcare Unlimited, LLC

an Arizona corporation

By:_____

Name:_____

Title:_____

Appendix A

The work to be performed under the terms of this agreement shall include the following locations within the Town of Youngtown:

- **Greer Park North**, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.481 acres.
- **Greer Park South**, located at 112th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.548 acres.
- **Caliche Park** located at 113th Avenue and Duluth Avenue: Landscape type is grass; area is approximately 1.29 acres
- **Memorial Park**, located at 111th Avenue and Peoria Avenue: Landscape type is grass and rock; grass covers approximately 0.471 acres and rock covers approximately 0.142 acres.
- **Schliefer Park**, located at 113th Avenue and Alabama Avenue: Landscape type is grass and rock and playground areas; grass covers approximately one acre and rock covers approximately 1.25 acres.
- **Maricopa Lake Park**, located at 114th Avenue and Connecticut Avenue: Landscape type is grass and rock, with a lake covering approximately 2.8 acres; grass covers approximately 2.64 acres and rock covers approximately 0.905 acres.
- **David Uribe Memorial Park**, located at Agua Fria Parkway and Olive Avenue: Landscape type is grass; area is approximately 3.5 acres.

DATE: April 16, 2020

TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and/or action: RE: Award of a contract with Ace Asphalt of Arizona, Inc., in the amount of $166,499.00 for FY 2019/20 street resurfacing project.	**STAFF PRESENTER:** Marty Mosbrucker, Public Works Manager

RECOMMENDATION: Council approval of a contract between the Town of Youngtown and Ace Asphalt of Arizona Inc., to provide asphalt resurfacing for:

- See attachments.

COMMUNITY BENEFIT: Asphalt resurfacing will extend the life of the streets, negating the need for extensive and often cost prohibitive milling/overlay or removal/replacement. Aesthetic value is an additional benefit as the pavement receives a new wearing surface of uniform color and texture, potentially increasing property values and town marketing potential.

DISCUSSION: The Town advertised for a street resurfacing project pursuant to a request for bids with a due date of March 25, 2020 at 1:00 p.m., local time. Immediately after the due date/time, the bids were opened and the results were as follows:

- Lincoln Construction: $325,421.00
- Ace Asphalt of Arizona, Inc.: $166,499.00
- VSS International: $261,000.00

FISCAL IMPACT:

$ 166,499.00 FOR FY 2019/20

REVIEWED BY:

Trish Stuhan (per email)
Trish Stuhan, Town Attorney

Nicole Smart
Town Clerk, Nicole Smart

Jeanne Blackman (per email)
Jeanne Blackman, Town Manager

PREPARED BY:

Marty Mosbrucker (per email)
Marty Mosbrucker, Public Works Manager

Attachment A: Grand Ave. to Alabama Ave.: 34,000 Square Yards. 1 (Crack Sealing) and 3: (Slurry Seal)
(High-lighted streets only)

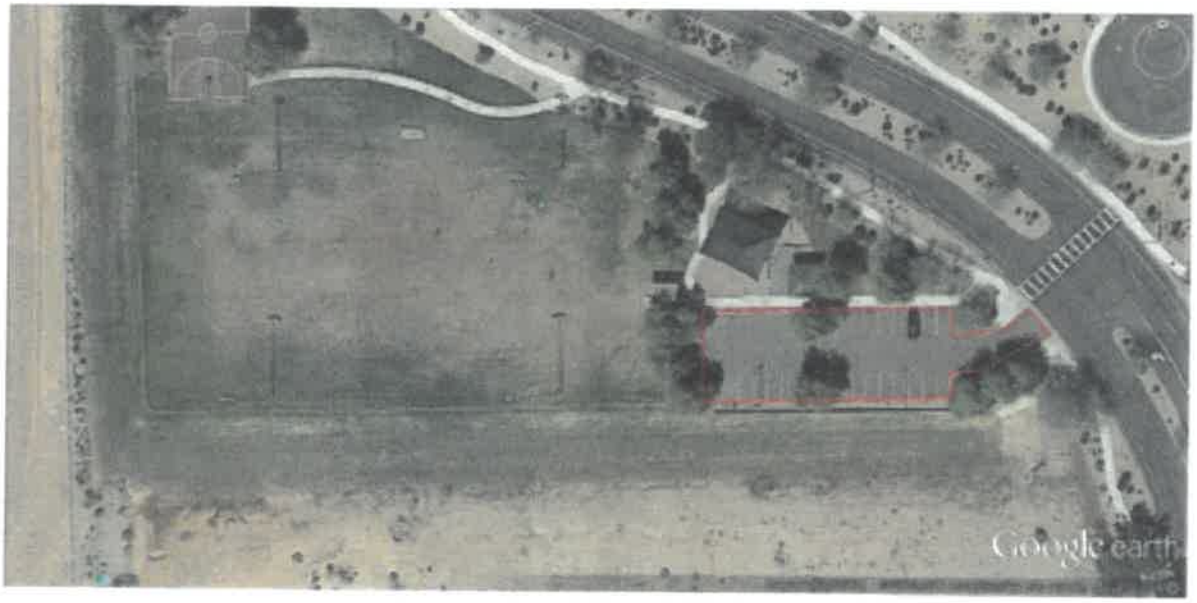
Attachment B: Town Square Parking lot: 4,100 Square Yards. 1: (Crack Sealing) and 2: (Seal Coat)

Attachment C: Alleys, Alabama to Greer: 27,405 Square Yards. 1 (Crack Sealing) and 2: (Seal Coat)

Attachment D: Alleys, Greer to Peoria: 16,390 Square Yards. 1 (Crack Sealing) and 2 (Seal Coat)

Attachment E: Agua Fria Ranch Parkway: 27,000 Square Yards. 1 (Crack Sealing)

Attachment F: David C. Uribe Park: 1,500 Square Yards. 1: (Crack Sealing) and 2 (Seal Coat)



AGREEMENT FOR SERVICES
2020 STREET RESURFACING PROJECT

THIS Agreement is entered into as of this 16th day of April, 2020, by and between the Town of Youngtown, Arizona, a municipal corporation, hereinafter referred to as the "Town" and Ace Asphalt, an Arizona corporation, hereinafter referred to as the "Contractor."

FOR THE PURPOSE of providing street resurfacing services for the Town of Youngtown, the Town and Contractor do hereby mutually agree to the following:

1. SERVICES AND RESPONSIBILITIES

1.1 Retention of the Contractor. In consideration of the mutual promises contained in this Agreement, the Town engages the Contractor to render services set forth herein, in accordance with all the terms and conditions contained in this Agreement.

1.2 Scope of Services. The Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by the Town, the services set forth in this Agreement, including all exhibits ("Services"). The specific scope of work is set forth in Exhibit A, Scope of Work; Attachments A, B, C, D, E, and F.

1.3 Responsibility of the Contractor.

1.3.1 Contractor hereby agrees that the documents and reports prepared by Contractor will fulfill the purposes of the Contract, shall meet all applicable code requirements and shall comply with applicable laws and regulations. In addition, and not as a limitation on the foregoing, such documents and reports prepared by Contractor shall be prepared in accordance with professional consulting standards, as applicable. Any review or approval of said documents and reports does not diminish these requirements.

1.3.2 Contractor shall tour the Services site and become familiar with existing conditions, including utilities, prior to commencing the Services and notify the Town of any constraints associated with the Services site.

1.3.3 Contractor shall procure and maintain during the course of this Agreement insurance coverage required by Paragraph 4 of this Agreement.

1.3.4 Contractor shall designate Rob Robichaud as Contractor Representative and all communications shall be directed to him. Prior to changing such designation Contractor shall first obtain the approval of the Town.

1.3.5 Contractor's subcontracts are set forth in Exhibit B attached hereto and made a part hereof. Any modification to the list of Subcontractors on Exhibit B, either by adding, deleting or changing subcontractors, shall require the written consent of the Town.

1.3.6 Contractor shall obtain its own legal, insurance and financial advice regarding Contractor's legal, insurance and financial obligations under this Agreement.

1.3.7 Contractor shall coordinate its activities with the Town's representative and submit its reports to the Town's representative.

1.3.8 Contractor shall provide, pay for and insure under the requisite laws and regulations all labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and completion of the Services. Contractor shall provide and pay for and insure for all equipment necessary for the Services.

1.3.9 Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Contractor by placing at his disposal all available information concerning the Services.

1.4.2 Town designates Marty Mosbrucker, Public Works Manager, as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract Term; Renewal.

If funds for this Contract are not appropriated or budgeted, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Contract commences upon execution of the Contract. Services shall not commence until issuance of a Notice to Proceed or Purchase Order by Town. All Services shall be completed by June 30, 2020. Any intermediate deadlines or milestones are set forth in Exhibit C.

2. COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of Services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit D and shall not exceed $166,499.00.

2.2 Method of Payment. Method of payment shall be set forth in Exhibit D. If payment is to be made monthly, Contractor shall prepare monthly invoices and progress reports which clearly indicate the progress to date and the amount of compensation due by virtue of that progress. All invoices shall be for Services completed.

2.3 Invoices. Town reserves the right to deduct up to ten percent (10%) from the invoiced amount for any invoice submitted more than sixty (60) days after the Services are completed. Invoices for the month of July shall be submitted on or before August 1st. Invoices submitted after the close out of the fiscal year (August 1st) shall not be paid by the Town.

2.4 The Contractor shall provide to the Town its completed W-9 Form prior to receipt of any Compensation.

2.5 Taxes. Contractor will be responsible for and shall pay all sales, consumer, use, and other taxes. When equipment, materials or services generally taxable to the Contractor are eligible for a tax exemption, credit or deduction due to the nature of the item, at Contractor's request, the Town will assist the Contractor in applying for and obtaining the same.

3. CHANGES TO THE SCOPE OF SERVICES

3.1 Change Orders. The Town may, at any time, and by written change order, make changes in the Services to be performed under this Agreement. A form of change order is attached hereto as Exhibit E. If such changes cause an increase or decrease in the Contractor's cost or time required for performance of any Services under this Agreement, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Any claim of the Contractor for adjustment under this clause must be submitted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change. It is distinctly understood and agreed by the parties that no claim for extra services provided or materials furnished by Contractor will be allowed by the Town except as provided herein nor shall Contractor provide any services or furnish any materials not covered by this Agreement unless the Town first approves it in writing.

4. INSURANCE REPRESENTATIONS AND REQUIREMENTS

4.1 General. Contractor agrees to comply with all Town ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of A-7 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to the Town. Failure to maintain insurance as specified may result in termination of this Agreement at the Town's option.

4.2 No Representation of Coverage Adequacy. By requiring insurance herein, Town does not represent that coverage and limits will be adequate to protect Contractor. Town reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

4.3 Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance and Professional Liability insurance if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Town, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

4.4 Coverage Term. All insurance required herein shall be maintained in full force and effect until all Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the Town, unless specified otherwise in this Agreement.

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as respects performance of subject contract and in the protection of the Town as an Additional Insured.

4.6 Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the Services evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

4.7 Waiver. All policies, including Workers' Compensation Insurance, shall contain a waiver of rights of recovery (subrogation) against the Town, its agents, representatives, officials, directors, officers, and employees for any claims arising out of the Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

4.8 Policy Deductibles and or Self-Insured Retentions. The policies set forth in these requirements may provide coverage, which contain deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the Town. The Contractor shall be solely responsible for any such deductible or self-insured retention amount. The Town, at its option, may require the Contractor to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

4.9 Use of Subcontractors. If any Services under this Agreement are subcontracted in any way, the Contractor shall execute written agreement with the Subcontractor containing the same Indemnification Clause and Insurance Requirements set forth herein protecting the Town and the Contractor. The Contractor shall be responsible for executing the agreement with the Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

4.10 Evidence of Insurance. Prior to commencing any Services under this Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by the Contractor's Insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Acceptance and reliance by the Town on a Certificate of Insurance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificate(s) shall identify the Agreement and be sent to the Town Risk Manager. If any of the above cited policies expire during the life of this Agreement, it shall be the Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions. Certificates shall specifically cite the following provisions:

4.10.1 The Town, its agents, representatives, officers, directors, officials and employees is an Additional Insured as follows:

a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.
b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
c. Excess Liability-Follow Form to underlying insurance.

4.10.2 The Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

4.10.3 All policies, including Workers' Compensation, waive rights of recovery (subrogation) against the Town, its agents, representatives, officers, directors, officials and employees for any claims arising out of Services performed by the Contractor under this Agreement.

4.10.4 Certificate shall cite a thirty (30) day advance notice cancellation provision. If ACORD Certificate of Insurance form is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

4.11 Required Coverage:

4.11.1 Commercial General Liability: The Contractor shall maintain "occurrence" from Commercial Liability Insurance with a policy limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate, and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as Insurance Services Office, Inc. policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured Endorsement form CG 20 10 11 85 or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you". If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.2 Professional Liability: The Contractor shall maintain Professional Liability insurance covering errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose acts, mistakes, errors and omissions the Contractor is legally liable, with a liability insurance policy limit of $1,000,000 each claim and $2,000,000 all claims. Professional Liability coverage specifically shall contain contractual liability insurance covering the contractual obligations of this Agreement. In the event the Professional Liability insurance policy is written on a "claims

made" basis, coverage shall extend for three (3) years past completion and acceptance of the Services, and the Contractor shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

4.11.3 Vehicle Liability: The Contractor shall maintain Business Automobile Liability Insurance with a limit of $1,000,000 each occurrence on the Contractor's owned, hired, and non-owned vehicles assigned to or used in the performance of the Contractor's Services under this Agreement. Coverage will be at least as broad as Insurance Services Office, Inc., coverage code "1" any auto policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of performance of this Agreement, the Town, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under the Insurance Service Offices, Inc. Business Auto Policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

4.11.4 Workers' Compensation Insurance: The Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor's employees engaged in the performance Services under this Agreement and shall also maintain Employer Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by law, the Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless the Town, its agents, officers, officials and employees from and against all demands, claims, proceedings, suits, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), and all claim adjustment and handling expenses, relating to, arising out of, or alleged to have resulted from acts, errors, mistakes, omissions, Services caused by the Contractor, its agents, employees or any tier of the Contractor's subcontractors related to the Services in the performance of this Agreement. The Contractor's duty to defend, hold harmless and indemnify the Town, its agents, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use of resulting therefrom, caused by the Contractor's acts, errors, mistakes, omissions, Services in the performance of this Agreement including any employee of the Contractor, any tier of the Contractor's subcontractor or any other person for whose acts, errors, mistakes, omissions, Services the Contractor may be legally liable including the Town. Such indemnity does not extend to the Town's negligence.

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6. TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with seven (7) days' notice, either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Upon receipt of such notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Town copies of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

6.2 Payment to Contractor Upon Termination. If the Agreement is terminated, the Town shall pay the Contractor for the services rendered prior thereto in accordance with percent completion at the time work is suspended minus previous payments.

7. ASSURANCES

7.1 Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for Services to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and any Regulations relative to nondiscrimination on the grounds of race, color or national origin.

7.2 Examination of Records. The Contractor agrees that duly authorized representatives of the Town shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement.

7.3 Ownership of Document and Other Data. Original documents and other data prepared or obtained under the terms of this Agreement or any change order are and will remain the property of the Town unless otherwise agreed to by both parties. Town may use such documents for other purposes without further compensation to the Contractor; however, any reuse without written verification or adaptation by Contractor for the specific purpose intended will be at Town's sole risk and without liability or legal exposure to Contractor. Any verification or adaptation of the documents by Contractor for other purposes than contemplated herein will entitle Contractor to further compensation as agreed upon between the parties.

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under this Agreement, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the

Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from the Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and the Town, and the Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums. [FOR SOLE PROPRIETORS ONLY: The Contractor shall execute the Sole Proprietor's Waiver of Workers' Compensation Benefits attached hereto and incorporated by reference.]

7.6 Immigration Law Compliance Warranty. As required by A.R.S. § 41-4401, Contractor hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Contractor further warrants that after hiring an employee, Contractor verifies the employment eligibility of the employee through the E-Verify program. If Contractor uses any subcontractors in performance of the work, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract. The Contractor is subject to a penalty of $100 per day for the first violation, $500 per day for the second violation, and $1,000 per day for the third violation. The Town at its option may terminate the Contract after the third violation. The Contractor shall not be deemed in material breach of this Contract if the Contractor and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). The Town retains the legal right to inspect the papers of any Contractor or subcontractor employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

7.7 Exclusive Use of Services - Confidentiality. The Services agreed to be provided by Contractor within this Agreement are for the exclusive use of the Town and Contractor shall not engage in conflict of interest nor appropriate Town work product or information for the benefit of any third parties without Town consent.

7.8 Sole Agreement. There are no understandings or agreements except as herein expressly stated.

7.9 Notices. Any notice to be given under this Agreement shall be in writing, shall be deemed to have been given when personally served or when mailed by certified or registered mail, addressed as follows:

TOWN:	CONTRACTOR:
Town Manager Town of Youngtown 12030 North Clubhouse Square Youngtown, Arizona 85363	Ace Asphalt of Arizona, Inc. 3030 S. 7th Street Phoenix, AZ 85040-1163

The address may be changed from time to time by either party by serving notices as provided above.

7.10 Controlling Law. This Agreement is to be governed by the laws of the State of Arizona.

8. SUSPENSION OF WORK

8.1 Order to Suspend. The Town may order the Contractor, in writing, to suspend all or any part of the Services for such period of time as he may determine to be appropriate for the convenience of the Town.

8.2 Adjustment to Contract Fee. If the performance of all or any part of the Services is, for any unreasonable period of time, suspended or delayed by an act of the Town in the administration of this Agreement, or by its failure to act within the time specified in this Agreement (or if no time is specified, within a reasonable time), an adjustment shall be made for any increase in cost of performance of this Agreement necessarily caused by such unreasonable suspension or modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension or delay to the extent (1) that performance was suspended or delayed for any other cause, including the fault or negligence of the Contractor, or (2) for which an equitable adjustment is provided for or excluded under any other provision of this Agreement.

9. INTERESTS AND BENEFITS

9.1 Interest of Contractor. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

9.2 Interest of Town Members and Others. No officer, member or employee of the Town and no member of its governing body, who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services to be performed under this Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the process thereof.

9.3 Notice Regarding A.R.S. § 38-511. This Contract is subject to cancellation under Section 38-511, Arizona Revised Statutes.

10. ASSIGNABILITY

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same without the prior written consent of the Town thereto.

11. COUNTERPARTS. This Agreement may be executed in one or more counterparts, and each executed duplicate counterpart of this Agreement shall be deemed to possess the full force and effect of the original.

12. ISRAEL. To the extent A.R.S. § 35-393 through § 35-393.03 is applicable, Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the Town and the Contractor have executed this Agreement as of the date first written.

TOWN OF YOUNGTOWN

By: _____

Mayor Michael LeVault

ATTEST:

By: _____

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

By: _____

Trish Stuhan
Gust Rosenfeld P.L.C.
Town Attorneys

CONTRACTOR

By: _____

Its: _____

EXHIBIT A
SCOPE OF WORK

Attachment A: Grand Ave. to Alabama Ave.: 34,000 Square Yards. 1 (Crack Sealing) and 3: (Slurry Seal)
(High-lighted streets only)

Attachment B: Town Square Parking lot: 4,100 Square Yards. 1: (Crack Sealing) and 2: (Seal Coat)

Attachment C: Alleys, Alabama to Greer: 27,405 Square Yards. 1 (Crack Sealing) and 2: (Seal Coat)

Attachment D: Alleys, Greer to Peoria: 16,390 Square Yards. 1 (Crack Sealing) and 2 (Seal Coat)

Attachment E: Agua Fria Ranch Parkway: 27,000 Square Yards. 1 (Crack Sealing)

Attachment F: David C. Uribe Park: 1,500 Square Yards. 1: (Crack Sealing) and 2 (Seal Coat)

EXHIBIT B

CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

SUBCONTRACTORS:

EXHIBIT C

SCHEDULE OF SERVICES

[IF A SCHEDULE IS NOT APPLICABLE TO THIS CONTRACT, FILL IN "N/A"]

EXHIBIT D

PAYMENT SCHEDULE

A. Compensation

1. The consideration of payment to Contractor, as provided herein shall be in full compensation for all of Contractor's work incurred in the performance hereof, including offices, travel, per diem or any other direct or indirect expenses incident to providing the Services.

2. All compensation for complete and satisfactory completion of Services rendered by Contractor shall not exceed $166,499.00.

B. Method of Payment

Invoices shall be on a form and in the format provided by the Town and are to be submitted in triplicate to the Town via the Town's authorized representative.

EXHIBIT E

CHANGE ORDER

CHANGE ORDER NO. _____

Distribution: TOWN [ ]
CONTRACTOR [ ]
OTHER [ ]

PROJECT: 2020 Street Resurfacing Project DATE:

OWNER: Town of Youngtown

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both the Town and the Contractor.

Signature of Contractor indicates acceptance.

The original compensation was _____

Net change by previously authorized Change Orders_____

The compensation prior to this Change Order was _____

The compensation will be increased by this Change Order in the amount of _____

The new compensation under the Agreement including this Change Order will be

_____

The Contract Time will increase by _____

ACCEPTANCE STATUS:

_____	_____
Contractor	Town of Youngtown
By _____	By _____
Date _____	Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

PERFORMANCE BOND
[CONTRACT BOND]

STATUTORY PERFORMANCE BOND PURSUANT TO
TITLE 34, CHAPTER 2, ARTICLE 2,
OF THE ARIZONA REVISED STATUTES
(Penalty of this bond must be 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENT:

That, _____ (hereinafter "Principal"), and _____, a corporation organized and existing under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto the Town, County of Maricopa, State of Arizona in the amount of _____ Dollars ($_____), for the payment of which, the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Town, entitled _____.

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 the 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 hereinafter 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 Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

By _____

_____
SURETY SEAL

By _____

Address of Surety:

_____

_____

_____
AGENT OF RECORD

_____
AGENT ADDRESS

* attach Power of Attorney

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 50% of the CONTRACT amount)

KNOW ALL MEN BY THESE PRESENT:

That, _____ (hereinafter "Principal"), as Principal and _____, a corporation organized and existing under the laws of the State of _____, duly licensed in and holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Title 20, Chapter 2, Article 1, (hereinafter "Surety"), as Surety are held and firmly bound unto the Town, County of Maricopa, State of Arizona in the amount of _____ Dollars ($_____), for the payment of which the Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, the Principal has entered into a certain written CONTRACT with the Town, entitled _____.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays 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 the 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, 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 extent as if it were copied at length in this Agreement.

The prevailing party in a suit on this Bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the court.

This Bond shall not be executed by an individual surety or sureties, even if the requirements of A.R.S. § 7-101 are satisfied.

Witness our hands this _____ day of _____, 20___.

_____
PRINCIPAL SEAL

By _____

_____
SURETY SEAL

By _____

Address of Surety:

_____

_____

_____
AGENT OF RECORD

_____
AGENT ADDRESS

* Attach Power of Attorney

The Town of Youngtown, Arizona
CONTRACT FOR MUNICIPAL JUDGE SERVICES

This Contract for Municipal Judge Services is entered into this 1st day of July, 2020 by and between the Town of Youngtown, Arizona ("Town"), and Lex Anderson ("Anderson").

RECITALS:

1. Town desires to re-appoint Anderson as Municipal Judge of the Youngtown Municipal Court and Anderson desires to accept such appointment subject to the terms and conditions of this Contract.

2. Town and Anderson recognize that the executive and judicial branches of government are separate and courts must be independent, unfettered and free from directive, influence and interference from any extraneous source.

NOW, THEREFORE in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Anderson shall serve as Municipal Judge of the Youngtown Municipal Court as prescribed by the Ordinances of the Town of Youngtown, Arizona, Arizona State Statutes, and all governing Rules of the Court as promulgated by the Arizona Supreme Court including the Code of Judicial Conduct and Rule 45 of the Arizona Supreme Court.

2. Anderson shall fulfill the duties set forth in the Youngtown Municipal Code. During the term of this Contract, Anderson shall be present and conduct court minimally four times a month with additional dates as needed as determined by Anderson. Court shall generally be held on Thursday. Anderson shall be responsible for ensuring that all persons arrested by law enforcement are given their initial appearances within the maximum allowable time, and in accordance with the Rules of Criminal Procedure.

3. In the event Anderson is not able, for any reason, to be present and/or conduct court on the first, second, third and fourth Thursday of each month during the term of this Contract, Anderson shall make arrangements for and compensate a Municipal Judge pro tem to conduct Anderson's duties on the dates of his absence. The Municipal Judge pro tem shall meet the requirements of the Arizona Supreme Court and shall be approved by the Town Manager prior to sitting as the Town's Municipal Judge as a substitute for Anderson.

4. Anderson shall answer and report directly to the Mayor and Common Council of the Town of Youngtown, Arizona.

5. Anderson shall act as the Chief Administrative Officer over the Municipal Court and shall abide by all rules and regulations of the Town, including the Town Personnel Rules and Policy Manual. Anderson shall be responsible for administering the budget of the Municipal Court and preparing and submitting budget documents to the Town Manager for review and approval with the Town Council in accordance with Town's budgetary procedures and State law.

6. Anderson may only be removed from the office of Municipal Judge of the Youngtown Municipal Court during the term of this Contract: (1) for cause; or (2) if the Youngtown Municipal Court ceases to exist. For purposes of this Contract, "cause" includes, but is not limited to any one of the following: violation of this Contract; failure to comply with orders or rules of the Arizona Supreme Court for the operation of a Municipal Court; failure to comply with state laws; failure to fulfill the duties required by the Youngtown Municipal Code; bringing discredit to the Youngtown Municipal Court; failure to attend scheduled Court proceedings; or being late for scheduled Court proceedings on a consistent basis, as determined by the Town Council. Upon expiration of this Contract, if a new contract has not been entered into, the above terms shall be extended on a month-to-month basis until either a new agreement is executed or Town has notified Anderson that no new agreement will be executed.

7. Subject to the termination events outlined in paragraph 6, above, this Contract shall be for a term of two (2) years, beginning on the 1st day of July, 2020, and terminating on the 30th day of June, 2022.

8. Anderson shall receive compensation in the amount of $1700.00 per month during the term of this Contract.

9. The Town agrees to pay for medical, vision and dental insurance for Anderson based on the schedule for all full-time employees.

10. The parties acknowledge that this Contract is subject to cancellation pursuant to A.R.S. § 38-511.

11. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Contract. Anderson has either been assisted by counsel in connection with the preparation and execution of this Contract or has chosen to forego such legal representation of his own accord. This Contract shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Contract.

12. This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral or written, are suspended and merged within. No amendment or waiver of any provision of this Contract will be binding (a) on the Town unless it has been approved by the Town Council and (b) on Anderson unless and until it has been approved by Anderson.

AGREED TO and ENTERED ON THIS 16th day of April, 2020.

Lex E. Anderson	Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan
Gust Rosenfeld, P.L.C.

TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and/or Action Re: Youngtown's Sidewalk Improvement Contract - Approval Amendment to Contract No. C-22-20-013-3-01	**STAFF PRESENTER**: Gregory Arrington, Community Development Manager

RECOMMENDATION:
Action may be taken. This is item is presented for discussion and action.

COMMUNITY BENEFIT:
The Town has made a concerted effort to create a safe and walkable community for its residents. The lack of sidewalks throughout the Town poses a major safety challenge (particularly at night) for our citizens.

DISCUSSION:
Youngtown has received grants in the amount of $500,000.00 (Phase I) and a second grant of $375,000.00 (Phase II) from the Community Development Block Grant Program. The Town requested and received approval from the Community Development Advisory Committee (CDAC) to combine the two phases of the projects.

The proposed amendment (No. 1) to the Intergovernmental Agreement between the Town of Youngtown and Maricopa County Human Services Department shall revise the Work Statement language located in Paragraph 2 Project Description *(Scope of Work) to read:*

> *The Subrecipient shall construct approximately **3,000** linear feet of 4-foot wide concrete sidewalks in Youngtown, AZ. The engineering design and installation of the work shall meet MAG Standards and locally adopted codes:*

Staff is therefore recommending approval of Amendment No. 1 as stated above to Contract No. C-22-20-013-3-01.

FISCAL IMPACT:
$500,000 of available HURF funds to cover the remaining portion of the project cost for phase 1 and 2 completion.

REVIEWED BY:

Trish Stuhan (per email)
Trish Stuhan, Town Attorney

Nicole Smart
Town Clerk, Nicole Smart

Jeanne Blackman (per email)
Jeanne Blackman, Town Manager

PREPARED BY:

Gregory Arrington per email)
Gregory Arrington, Community Development Manager

AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF YOUNGTOWN

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the Town of Youngtown ("Subrecipient") on or about October 14, 2019. The purpose of the Agreement is for the County to provide the Subrecipient with funds to construct approximately 20,000 linear feet of 4-foot wide concrete sidewalks in Youngtown, AZ. The County provided the Subrecipient with $375,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. The Agreement term began on November 1, 2019, and ends on November 1, 2021. The County and the Subrecipient collectively are referred to as the "Parties."

II. The Parties agree to amend the Agreement by this Amendment No. 1 as follows:

A. Revise Section III (Work Statement), Paragraph 2.0 (Scope of Work), Subparagraph 2.1 as follows:

Project Description: The Subrecipient shall construct approximately **3,000** linear feet of 4-foot wide concrete sidewalks in Youngtown, AZ. The engineering design and installation of the work shall meet MAG Standards and locally adopted codes.

III. The Agreement is amended to incorporate the changes contained in this Amendment No. 1. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect as executed by the Parties.

IV. This Amendment No. 1 is effective upon approval and signature by both Parties.

[Signature on Following Page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:
THE TOWN OF YOUNGTOWN

Name and Title Date

Attested to:

Town Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF YOUNGTOWN UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Attorney for the Subrecipient Date

APPROVED BY:
MARICOPA COUNTY

Chairman, Board of Supervisors Date

Attested to:

Clerk, Board of Supervisors Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

Deputy County Attorney Date

TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and/or Action Re: Youngtown's Sidewalk Improvement Contract - Approval Amendment to Contract No. C-22-20-013-3-02	**STAFF PRESENTER:** Gregory Arrington, Community Development Manager

RECOMMENDATION:
Action may be taken. This is item is presented for discussion and/or action.

COMMUNITY BENEFIT:
The Town has made a concerted effort to create a safe and walkable community for its residents. The lack of sidewalks throughout the Town poses a major safety challenge (particularly at night) for our citizens.

DISCUSSION:
Youngtown has received grants in the amount of $500,000.00 (Phase I) and a second grant of $375,000.00 (Phase II) from the Community Development Block Grant Program. The Town requested and received approval from the Community Development Advisory Committee (CDAC) to combine the two phases of the projects.

The proposed amendment (No. 2) to the Intergovernmental Agreement between the Town of Youngtown and Maricopa County Human Services Department will revise the following to read:

A. *Extend the Agreement term from April 31, 2020, to July 31, 2020.*

B. *Reduce the linear feet of sidewalks to be installed from 48,600 to 17,000.*

C. *Remove Section III (Work Statement) in its entirety and replace it with the attached revised Work Statement.*

Staff is therefore recommending approval of Amendment No. 2 as stated above to Contract No. C-22-20-013-3-02.

FISCAL IMPACT:
$500,000 between both phases to cover the reduced scope of the project will be covered by available HURF funds. Remainder of the project will be done in additional phases until the project is complete.

REVIEWED BY:

Trish Stuhan (per email)
Trish Stuhan, Town Attorney

Nicole Smart
Town Clerk, Nicole Smart

Jeanne Blackman (per email)
Jeanne Blackman, Town Manager

PREPARED BY:

Gregory Arrington per email)
Gregory Arrington, Community Development Manager

AMENDMENT NO. 2 TO THE INTERGOVERNMENTAL AGREEMENT FOR SERVICES BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND THE TOWN OF YOUNGTOWN

I. Maricopa County ("County"), administered by its Human Services Department, entered into a financial Intergovernmental Agreement ("Agreement") with the Town of Youngtown ("Subrecipient") on or about December 6, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds to construct approximately 48,600 linear feet of 4-foot wide concrete sidewalks in locations throughout the Subrecipient's boundaries. The County provided the Subrecipient with $500,000 in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds. The Agreement term began on December 1, 2017 and contained a termination date of December 2, 2019. The County and the Subrecipient collectively are referred to here as the "Parties."

The Parties executed Amendment No. 1 on or about December 19, 2019. It, among other things, extended the Agreement term from December 2, 2019, to April 31, 2020, and revised the Implementation Schedule.

II. The Parties agree to amend the Agreement by this Amendment No. 2 as follows:

A. Extend the Agreement term from April 31, 2020, to July 31, 2020.

B. Reduce the linear feet of sidewalks to be installed from 48,600 to 17,000.

C. Remove Section III (Work Statement) in its entirety and replace it with the attached revised Work Statement.

III. The Agreement is amended to incorporate the changes contained in this Amendment No. 2. All other terms and conditions of the Agreement and Amendment No. 1 shall remain unchanged and in full force and effect as executed by the Parties.

IV. This Amendment No. 2 is effective upon approval and signature by both Parties.

[Signatures on following page]

IN WITNESS, the Parties have approved and signed this Amendment No. 1:

APPROVED BY:

THE TOWN OF YOUNGTOWN

_____
Name and Title

Date: _____

Attested to:

_____
Town Clerk

_____
Date

IN ACCORDANCE WITH A.R.S. §§ 9-240 AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE TOWN OF YOUNGTOWN UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Attorney for the Subrecipient Date

APPROVED BY:

MARICOPA COUNTY

_____
Chairman, Board of Supervisors

Date: _____

Attested to:

_____
Fran McCarroll, Clerk, Board of Supervisors

_____
Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 1 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED THIS AMENDMENT NO. 1 IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

_____
Deputy County Attorney Date

1.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

1. Program Activity: The Subrecipient agrees to implement the activity fully as described in:
   a. This Work Statement in accordance with the terms of the 2015-2020 Five-Year Consolidated Plan,
   b. The 2017-18 Action Plan submitted by the County to HUD for funds to carry out the activity,
   c. The Subrecipient's application for funding, as approved by CDAC,
   d. The Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with
   e. Any Cooperation Agreements between the Subrecipient and the County (as applicable).

2.0 SCOPE OF WORK

1. Project Description: The Subrecipient shall construct approximately 17,000 linear feet of 4-foot wide concrete sidewalks in Youngtown, AZ. The engineering design and installation of the work shall meet MAG Standards and locally adopted codes.
2. Project Purpose: The majority of neighborhoods in Youngtown do not have sidewalks. Pedestrians, including elderly and school-aged children, are forced to walk in the streets through the neighborhood. New sidewalks will provide safe and accessible paths in the community.
3. Project Beneficiaries: The project directly supports the public health and safety of 6,700 Youngtown residents living in low-to-moderate income households.
4. Project Staff: The Subrecipient shall maintain staff qualified to perform the duties of the project. The Subrecipient shall immediately notify the County regarding any changes in staff committed to the CDBG project. The County reserves the right to review the qualifications of new staff committed to the CDBG project after the execution of this Agreement.
5. Subcontractors: The Subrecipient shall select subcontractors in accordance with the Administrative Requirement of this agreement. The Subrecipient shall contract with responsible and qualified subcontractors to perform the duties of the project. The Subrecipient shall verify the qualifications of each subcontractor through license verification, references, and SAM.gov.

3.0 IMPLEMENTATION SCHEDULE

Task	Start Date	Completion Date
Design	12/01/2017	02/28/2018
Contract Creation	03/01/2018	03/31/2018
Bid	09/29/2019	10/29/2019
Execute Contracts	10/30/2019	11/29/2019
Construction	2/24/2020	6/29/2020
Project Close-out	6/30/2020	7/31/2020

4.0 BUDGET

Activity	Budget
Engineering	**$30,000.00**
Construction	**$470,000.00**
Total	**$500,000.00**

End of Section III