



**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 6, 2023** through *in-person and technological* means. Council members may attend the Council meeting in-person or via video/telephone conference, as authorized by A.R.S. Section 38-431(4).

The in-person meeting will occur at 12033 N. Clubhouse Square, Youngtown AZ 85363, in the Town Council Chambers. The public may also 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.**

If appearing remotely, you may provide comments by muting and unmuting your phone when recognized by the Mayor during public comment portions of the agenda. Chat is not available. You may also submit a public comment form to Town Clerk Nicole Smart, nsmart@youngtownaz.org, at least one hour before the meeting to submit a written comment. All comments must be submitted in writing before the meeting or verbally made during the meeting by either coming up to the podium to speak or unmuting your phone when recognized.

DATE: April 6, 2023

PLACE: Join the Regular Meeting by phone: 1-346-248-7799

Meeting ID: 819 9125 9780

Password: 264363

Link to the zoom meeting:

<https://us02web.zoom.us/j/81991259780?pwd=ZVlaMFhaeTg4eDFGN1kzYU1oSEZDZz09>

1. **Call to Order**
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/Appearences from the Floor:** Please complete a speaker request form for the Town Clerk, listing the subject you would like to discuss. Each speaker is limited to five (5) minutes. Before you begin to speak, identify yourself clearly by stating for the record your name and address. 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.

8. Consent

- A. Approval of the Regular Meeting Minutes of March 16, 2023.**

9. Business

- A. Presentation, Discussion and/or Action Re:** Fair Housing Proclamation (Mayor)
- B. Presentation, Discussion and/or Action Re:** Approval of Resolution 2023-01 to establish new and/or increase fees for the Business License and Regulations Fees for Short-Term Rentals and Vacation Rentals. The permitting fee is \$250 per permit application and an annual renewal fee of \$250 per permit. This fee amount is based on an analysis of the administrative costs that are associated with processing the fee (Stuhan)
- C. Presentation, Discussion and/or Action Re:** Council approval of Amendment #2 renewal contract with Landcare Unlimited, LLC, for landscape maintenance services within the public parks of the Town of Youngtown, from July 1, 2023 to June 30, 2024 (Mosbrucker)
- D. Presentation, Discussion and /or Action Re:** Council approval of Amendment #2 of the renewal Agreement for Services between the Town of Youngtown and AZ Code Consultants, LLC for plan review and building inspection services from July 1, 2023 to June 30, 2024. (Arrington)
- E. Presentation, Discussion and/or Action Re:** Council approval of Amendment #2 of the renewal Agreement for Services between the Town of Youngtown and Apostolic Faith Center, for on-call services for residential yard work assistance, nuisance abatement, and other cleanup activities sponsored by Youngtown's Public Works and Code Enforcement departments to assist with community efforts to remove weeds, trash, and debris from public property for the term beginning May 13, 2023 until May 13, 2024 (Blackman)
- F. Presentation, Discussion and/or Action Re:** Proposed amendment to the Transit Services Agreement with the Regional Public Transportation Authority for the period beginning July 1, 2023 and ending June 30, 2024 in the amount of \$128,755 (Blackman)

- G. Presentation, Discussion and/or Action Re:** Approval of one-time vacation payout of employees who have more than 160 hours of accrued vacation Policy #600 (Blackman)
 - H. Presentation, Discussion and/or Action Re:** Review of applicant Lorene Stoker for the Citizens' Dog Park Committee and possible action to appoint the member for a term beginning April 6, 2023 to June 30, 2026 (Smart)
 - I. Presentation, Discussion and/or Action Re:** Review of applicant Ami Ranaldi for the Arts Commission and possible action to appoint the member for a term beginning April 6, 2023 to June 30, 2026 (Smart)
 - J. Presentation, Discussion and / or Action Re:** Ongoing efforts to address criminal activity, nuisances, and homelessness in the Town (Mayor)
- 10. Call to 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 will be **Thursday, April 20, 2023.**

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. Due to limitation of time, citizens' comments are requested not to exceed five (5) minutes.

POSTING CERTIFICATION OF THIS NOTICE

The undersigned hereby certifies that a copy of the attached notice and agenda were duly posted by 5:00 p.m. on **March 31, 2023** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.



Nicole Smart, Town Clerk

AGENDA DATE: April 6, 2023

STAFF REPORT TO COUNCIL

DEPARTMENT: <i>General Government</i>	DEPARTMENT REPORT SUBMITTED BY: <i>Town Manager, Jeanne Blackman</i>
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REPORT:

- Attended the semi-annual Public Safety Personnel Retirement System required semi-annual board meeting
- Met with the Mayor, Town staff, and members of the Ulysses Development team to discuss the application process and next steps regarding the development.
- Held the Youngtown Easter Egg hunt along with staff and volunteers at Uribe Park
- Attended the West Valley Managers' meeting hosted by the City of Buckeye
- Attended the Subregional Partnership Strategy Session with the Cities of El Mirage and Surprise along with staff from Maricopa County Housing Services
- Attended in person meeting with the Mayor, Town staff, Sun City Fire and members of Ulysses Development
- Attended a special meeting for the Arizona Metropolitan Trust



STAFF REPORT TO COUNCIL

DEPARTMENT: LIBRARY	DEPARTMENT REPORT SUBMITTED BY: MARY VASS
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On Monday, March 20th, fourth and fifth graders from Discover U School took a walking field trip to the Library. They participated in a special story time, received a Library tour, and got to explore the Library's Children's Area. They finished their field trip with a picnic at the park. Every child received a bookmark courtesy of the Library.

Mary Vass visited Discover U School on Tuesday, March 21st and brought story time to grades PreK-2. Each class received an "All About Pigs" storytime filled with songs, rhymes, and stories including *The Three Little Pigs*. Each child received a reading sticker and a story-themed Three Little Pigs coloring page.

The Library is working hard to prepare for summer reading. Mary Vass attended the "All Together Now for Summer Reading with Will Stuck" training at Burton Barr Library on March 29th.

Mary Vass gave a museum tour to a Youngtown resident on March 30th.

The Library hosted the final walking field trip with fifth and sixth graders from Discover U School on April 3rd. They participated in a special story time, received a Library tour, and got to explore the Library's Children's Area. They finished their field trip with a picnic at the park. Every child received a bookmark courtesy of the Library.

The Rather Be Reading Book Club met on Wednesday, April 4th. They celebrated National Poetry Month by sharing poetry with each other. The next meeting is Wednesday, May 2nd. We are reading books under the theme: "A Book You Should Have Read in High School...But Didn't!"

Storytime with Miss Mary continues weekly on Wednesday mornings with stories, songs, and rhymes.

Upcoming events:

4/11 – Outreach Storytime at the Peoria Family Resource Center
 4/15 – Cover-to-Cover Spring Reading Programs end
 4/18 – Library Presentation at the Citizens' Academy
 4/19 – Last day to turn in your Cover-to-Cover Reading Logs
 4/23-4/29 – National Library Week
 4/26 – Special Eric Carle Storytime with Miss Mary @ 10:30 a.m.
 4/28 – Volunteer Appreciation Tea from 10:00 a.m.- noon

Services we offer:

- FREE Wi-Fi: Mon-Thur from 10:00 a.m. – 4:00 p.m.
- FREE Public Access Computers
- FREE Fax Service (10-page limit)
- FREE Tax Forms
- Copies/Printing \$.15 a page



STAFF REPORT TO COUNCIL

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

- Landscape maintenance contract renewal request presentation.
- Gathering FY 23/24 budget item quotes/estimates.
- Reviewed Peoria wrap road plan.
- Hand delivered stormwater flyers to business district.
- Citizens' Academy presentation completed.



STAFF REPORT TO COUNCIL

DEPARTMENT: Community Development
Manager

DEPARTMENT REPORT SUBMITTED BY:
Gregory Arrington, Community Development
Manager

REPORT:

- ULYSSES DEVELOPMENT
 - MULTI-FAMILY DEVELOPMENT MEETING
- EMERGENCY MANAGEMENT ADVISORY COMMITTEE
 - TEAM MEETING
- TOWN MANAGER REPORT
 - BI-WEEKLY MEETING
- CENTRAL ARIZONA COLLEGE
 - MONTHLY MEETING
- AAED GOVERNMENT AFFAIRS COMMITTEE
 - MONTHLY BUSINESS MEETING
- ECONOMIC DEVELOPMENT COMMITTEE
 - MONTHLY MEETING
- YOUNGTOWN CITIZENS' ACADEMY
 - COMMUNITY DEVELOPMENT
- AMERICAN INSTITUTE OF ARCHITECTS
 - LUNCHEON EDUCATION SERIES



STAFF REPORT TO COUNCIL

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

- Review of all Contracts.
- Preparing binders for Citizens' Academy classes.
- Attended a working lunch meeting with Town Manager and Town Attorney.
- Attended the Ulysses Development Multi-Family Development meeting.
- Updating Standard Operating Procedures manual for Town Hall.
- Reviewing the Policy and Administration Guidelines Manual.
- Reviewing the Town General Plan 2025 for updates, and will bring the draft forward to Council for approval.
- Working on retention files.
- Working on a map identifying the location of the local businesses and propriety owners.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories. www.facebook.com/townofyoungtownaz.



STAFF REPORT TO COUNCIL

DEPARTMENT: Youngtown Municipal Court		DEPARTMENT REPORT SUBMITTED BY: <i>Court Admin – Patricia Catolico</i>
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REPORT:

No formal presentation will be given on the following items:

Citation Activity for MARCH 2023:

Citations filed by MCSO: 13

Citations Filed by Code: 4

Long Forms Filed by Prosecutor: 0
(IPMC's for Code Enforcement)

Court Activity for March 2023:

29 walk-ins and arraignments

1 Order to Show Cause

14 warrants issued for criminal failure to pay/failure to appear

4 plea agreements entered

1 guilty plea to the court

7 In-Custody cases

1 continuance filed by the prosecutor

1 diversion/deferred prosecutions entered

0 cases transferred

2 dismissed cases

The Youngtown Municipal Court daily operations include:

Handling general inquiries, 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 MEETING
COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, MARCH 16, 2023 at 5:30 P.M.**

1. **Call to Order:** Mayor LeVault called the meeting to order at 5:32.
2. **Roll Call:** Council present: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Councilmembers Margaret Chittenden, Mike Francis, and Jim Starke. Councilmember Susan Hout and Councilmember Karen Haney Duncan called in telephonically.

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

Staff present: Town Manager Jeanne Blackman, Town Clerk Nicole Smart, Administrative Assistant Carla Pena-Fields, Town Attorney Trish Stuhan is absent, and Attorney Michelle Stinson represented Piece Coleman.

3. **Pledge of Allegiance and Invocation:** Councilmember Starke led the Pledge and Mayor LeVault gave the Invocation.
4. **Summary of Current Events:**

Mayor LeVault mentioned he attended the Valley Metro Regional Public Transportation Authority (RPTA) meeting, and one of the prominent issues is the extension of Proposition 400, which is the funding mechanism for transportation improvements, including public transit here in the valley. Over the years the Prop 400 funding paid for a big chunk of the 303, the 101, 202, the East Valley Highways, Northern Parkway, and Grand Avenue.

At this point Prop 400 is being talked about in committee at the State Capitol. The major point is how much of the proposition 400 money gets allocated to public transit and the light rail. They mentioned this morning to pay for the plans that they have in the pipeline, it is going to take about 40%, and the legislature is offering 26%. However, if we do not get this passed, what is going to happen in the valley? Again, this is a half-cent sales tax, it is not an increase in taxes, this is merely an extension of what they have been paying now for well over twenty years. The legislature has to get the County Board of Supervisors permission to put this on the ballot for November 24th.

Councilmember Chittenden mentioned the Dog Park Meeting will be held this Saturday, March 18th, at 10:30 a.m.

Summary of Current Events from Town Manager

Town Manager Blackman participated in the MAG (Maricopa Association of Governments) monthly Managers' meeting.

Town Manager Blackman is working with the Town Clerk to finalize the preparation for the Easter Egg Hunt at Uribe Park on April 1, 2023.

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:** No response from the Community.

7. **Citizens Comments/Appearances from the Floor:**

Madelon Jeffreys from the Community Fund would like to remind Council of the open house meeting on March 31st, at 1:00 p.m.

Councilmember Chittenden asked how long have they been in that location in Youngtown.

Madelon Jeffreys stated they have been in the Valley for 60 years.

8. **Consent**

- A. **Approval of the Regular Meeting Minutes of March 2, 2023.**

Councilmember Chittenden

Second Councilmember Starke

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Haney Duncan and Councilmember Hout's telephonic voice votes were noted as a yes.

9. Business

- A. Presentation and/or Discussion Re: Sun City Fire and Medical District (SCFD) Report for December,** which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services.

Assistant Fire Marshal/Fire Investigator Kenny Kovack called in to present the Sun City Fire and Medical District monthly report. Discussion followed including inspections, fire prevention, response times, burning trash, and no burn days.

Mayor LeVault mentioned he appreciates what Sun City Fire and Medical District are doing for Youngtown.

- 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, and presentation of the Maricopa County Sheriff's Office Flag to the Town of Youngtown.

Captain Stutsman called in telephonically and reviewed the February 2023 report from District 3, which encompasses the Town of Youngtown. Discussion followed including review of crime statistics, crimes including traffic violations, thefts, violent crimes, trespass and issues with the homelessness, and the Flock Safety cameras, etc.

Mayor LeVault mentioned he is pleased to hear that the Flock cameras are doing a great job. We appreciate all that you are doing and all that your people are doing for Youngtown.

- C. Presentation, Discussion and/or Action Re: Approval of the contract between the Town of Youngtown and Southwest Slurry Seal for asphalt resurfacing.**

Town Manager Blackman was in attendance to present the Southwest Slurry Seal contract, and answer any questions from Council for Public Works Manager Mosbrucker.

Town Manager Blackman is requesting Council for approval of a contract between the Town of Youngtown and Southwest Slurry Seal, Inc. to provide asphalt resurfacing to the streets in the Agua Fria Ranch section of Town, Peoria Ave., and Agua Fria Ranch Parkway and to include asphalt repairs in two areas of an alley, an area on Peoria Ave. and an area in the Town Square parking lot.

The 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.

The Town joined a Job Order Contract (JOC) through the City of Glendale with Southwest Slurry Seal, Inc. The JOC provides a cost benefit with fixed pricing for asphaltic services. The fixed pricing benefits municipalities through volume discounted pricing, limiting exposure to obtain pricing from the lowest qualified bidder per Town bidding procedures.

The Fiscal Impact in the amount \$453,825 for FY2022-2023, as follows:

- \$200,000 budgeted in department 04-HURF
- \$200,000 budgeted in department 07-Agua Fria Ranch Fund
- \$53,825 will come from contingency

Vice Mayor Vickers asked if the schedule for the slurry will affect the sidewalk project?

Town Manager Blackman stated on the schedule for the slurry will not affect the sidewalk project.

Councilmember Chittenden asked if they will be sweeping before to doing the slurry seal?

Town Manager Blackman stated yes, they do.

Approval of the contract between the Town of Youngtown and Southwest Slurry Seal for asphalt resurfacing, for FY 2023-2023.

Councilmember Francis

Second Vice Mayor Vickers

Motion passed 7-0 on a roll call vote with all Councilmembers voting (Ayes: Mayor LeVault, Vice Mayor Vickers, Chittenden, Francis, and Starke.

Councilmember Haney Duncan and Councilmember Hout's telephonic voice votes were noted as a yes.

D. Presentation, Discussion and/or Action Re: Approval of the Cooperative Purchasing Agreement with Kari Environmental Services and the Town of Youngtown.

Town Manager Blackman was in attendance to present the Kari Environmental Services contract, and answer any questions from Council for Public Works Manager Mosbrucker.

Town Manager Blackman is requesting Council approval of a cooperative purchasing agreement with the Town of Youngtown and Kary Environmental Services, Inc., through a job order contract (JOC) with the City of Glendale. This agreement is to provide household hazardous waste collection management and disposal services.

A household hazardous waste collection event will ensure that Youngtown residents are provided with a safe, convenient method to dispose of household hazardous waste.

Proper disposal of hazardous waste is important to prevent environmental contamination. Environmental contamination can result when hazardous waste is disposed in trash receptacles, the sanitary water supply and in stormwater systems. A household hazardous waste event sponsored by the Town supports the Town's vision statement that embodies values such as safety, community pride and a highly engaged citizenry. Additionally, proper disposal of hazardous waste supports the Town's stormwater management measurable goal of creating opportunities for citizens to participate in the implementation of stormwater controls.

The Fiscal Impact for FY 2022-2023 in the amount not to exceed \$20,000 is recommended for the services. The amount will be taken out of the department 01-General Government which has a budget of \$20,000 for Town clean up.

Councilmember Chittenden asked if there will be a notification sent out.

Town Manager Blackman stated it was posted in our Youngtown Village Reporter twice in the Public Works article.

Councilmember Hout stated the list of items and costs is in the Kari Environmental contract.

Approval of the Cooperative Purchasing Agreement with Kari Environmental Services and the Town of Youngtown. *for fiscal year 2022-2023.*

Councilmember Starke

Second Councilmember Chittenden

Motion passed 7-0 on a roll call vote with all Councilmembers voting (Ayes: Mayor LeVault, Vice Mayor Vickers, Chittenden, Francis, and Starke.

Councilmember Haney Duncan and Councilmember Hout's telephonic voice vote were noted as a yes.

- E. Presentation, Discussion and / or Action Re:** Ongoing efforts to address criminal activity, nuisances, and homelessness in the Town.

Mayor LeVault mentioned the Town and Maricopa County Sheriff's Office are doing a great job, and what we are doing is working, and we can see it both from a statistical and anecdotal standpoint. Mayor LeVault stated he drives around the community at all hours of the day and at night in the alleys and everywhere else, and he can tell the various types of traffic out there is way down. We can't solve the problems of crime and homelessness outside Youngtown, but here we can push back very hard and we intend to continue doing that.

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

11. Future Agenda & Meetings

- A.** Future Agenda Items – none

Adjournment

Motion to Adjourn Councilmember Francis

Second – Councilmember Starke

Meeting Adjourned 6:10 p.m.

Michael LeVault, Mayor

Attest:

Nicole Smart, Town Clerk

Minutes approved at the April 6, 2023 Council meeting.

**Office of the Mayor
Town of Youngtown, Arizona**



Proclamation

WHEREAS, the Civil Rights Act of 1968 (The Fair Housing Act) and the Fair Housing Amendments Act of 1988 ensure full and fair access to housing opportunities; and

WHEREAS, shelter is a basic human need and when shelter is denied, the quality of human life is greatly diminished; and

WHEREAS, people must not be denied equal access to and enjoyment of housing because of race, color, national origin, religion, sex, disability or familial status; and

WHEREAS, the Town of Youngtown recognizes and values the efforts of those who seek to reduce barriers to full and fair housing opportunities; and

WHEREAS, April is designated as Fair Housing Month;

NOW, THEREFORE, I, Michael LeVault, Mayor of the Town of Youngtown, Arizona, do hereby proclaim the month of April as

FAIR HOUSING MONTH

In Youngtown and encourage all citizens of Youngtown to work for tolerance and equal opportunity in our own community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the seal of the Town of Youngtown, Arizona to be affixed this 6th day of April, 2023.

Michael LeVault
Mayor

RESOLUTION NO. 2023-01

A RESOLUTION OF THE COUNCIL OF THE TOWN OF YOUNGTOWN, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ESTABLISHING A NON-REFUNDABLE PERMIT APPLICATION FEE AND A NON-REFUNDABLE ANNUAL RENEWAL APPLICATION FEE, NOT TO EXCEED TWO-HUNDRED AND FIFTY DOLLARS (\$250.00), FOR SHORT-TERM RENTAL AND VACATION RENTAL PERMITS IN ORDER TO COVER THE ADMINISTRATIVE COSTS ASSOCIATED WITH PROCESSING THE PERMIT APPLICATION; PROVIDING AN EFFECTIVE DATE; REPEALING CONFLICTING RESOLUTIONS; AND PROVIDING FOR SEVERABILITY.

WHEREAS, local governments may regulate short term rentals and vacation rentals in accordance with Arizona Revised Statutes § 9-500.39, as amended;

WHEREAS, on January 19, 2023, through Ordinance No. 2023-01, the Town adopted regulations regarding the use of property as short-term rentals and vacation rentals, including requiring a permit to operate a short-term rental and vacation rental within Town boundaries;

WHEREAS, local governments may require a fee not to exceed the actual cost of issuing a permit or \$250.00, whichever is less, pursuant to Arizona Revised Statutes § 9-500.39, as amended; and

WHEREAS, the Town has complied in all respects with Arizona Revised Statutes § 9-499.15, including providing notice to the public of the proposed fees on the Town's website and through social media, if applicable, and posting a schedule of the proposed increase and a written report and/or data supporting the fees on the Town's website;

NOW THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the Town of Youngtown, Arizona, the Council approves and adopts a non-refundable fee not to exceed two-hundred and fifty dollars (\$250.00) for every permit application, including any annual renewal application, for a short-term rental or vacation rental permit to cover the administrative costs associated with processing the permit application. The fee shall become effective in thirty (30) days.

FURTHER RESOLVED, that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

FURTHER RESOLVED, that if any section, subsection, sentence clause, phrase or portion of this Resolution is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Youngtown, Arizona, this 6th day of April, 2023.

Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLLC

The following exhibit is attached hereto and incorporated herein:

1. Fee Schedule

EXHIBIT 1

Fee Schedule

Type of Fees	Fee Amount
Application Fee (Non-Refundable)	\$250.00
Renewal Fee (Non-Refundable)	\$250.00



TOWN COUNCIL ACTION FORM

SUBJECT:

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 \$2,985 per month (\$35,820 annual) to begin on July 1, 2023 and end on June 30, 2024.

STAFF PRESENTER:

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 \$2,985 per month (\$35,820 annual) to begin on July 1, 2023 and end on June 30, 2024.

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, 2023. 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, 2023 and expire June 30, 2024.

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:

\$35,820 for FY 2023/24.

REVIEWED BY:

Per Email

Trish Stuhan, Town Attorney

PREPARED BY:

Per Email

Marty Mosbrucker, Public Works Manager

Jeanne Blackman, Town Manager

Nicole Smart, Town Clerk

**AMENDMENT 2 TO LANDSCAPE MAINTENANCE CONTRACT
BETWEEN
THE TOWN OF YOUNGTOWN
AND
LANDCARE UNLIMITED, LLC**

THIS AMENDMENT NUMBER 2 TO THE LANDSCAPE MAINTENANCE CONTRACT (this “Amendment”) dated April 6, 2023 between the Town of Youngtown, an Arizona municipal corporation, (the “Town”), and LandCare Unlimited, LLC, an Arizona limited liability company, (the “Contractor”).

RECITALS

A. The Town and the Contractor entered into a Landscape Maintenance Contract dated March 18, 2021, as amended, (collectively, the “Contract”), for landscape maintenance services (“Services”). The terms of the Contract are incorporated herein by reference.

B. The Town and the Contractor desire to enter into this Amendment to renew the Contract for the term specified below and to add Section 22 China to the Agreement.

CONTRACT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

Note: Amendment changes are noted with additions in **bold** font and deletions in ~~strikeout~~ font.

1. Contract Time. Term of contract shall be from ~~July 01, 2021, to June 30, 2022~~**July 01, 2022 to June 30, 2023 July 01, 2023 to June 30, 2024**. All time limits stated in the Contract Documents are of the essence. ~~The Town may renew this Contract for up to two (2) one (1) additional one (1) year terms.~~ The price for any renewal term may be adjusted by percent net change in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average or similar publication from the prior year.

2. The parties agree to add Section 22 to the Agreement, as follows:

22. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials,

employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

3. Effect of Amendment. In all other respects, the Contract is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Contract shall remain in full force and effect.

4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Contract and (ii) any and all claims, known and unknown, relating to the Contract and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Contract may be cancelled by the Town pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first set forth above.

"Town"

TOWN OF YOUNGTOWN,
an Arizona municipal corporation

Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

[CONTRACTOR'S SIGNATURE ON FOLLOWING PAGE.]

“Contractor”

LANDCARE UNLIMITED, LLC,
an Arizona limited liability company

By _____

Name: _____

Title: _____



TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and/or action re: Approval of Agreement for Services between the Town of Youngtown and AZ Code Consultants, LLC for plan review and building inspection services.

STAFF PRESENTER: Gregory Arrington, Community Development Manager

RECOMMENDATION:

Discussion and/or action regarding a contract between the Town of Youngtown and AZ Code Consultants for a one (1) year period. The contract shall be for plan review and building inspection services.

COMMUNITY BENEFIT:

The utilization of AZ Code Consultants shall maintain the high level of customer service that our citizens and customers have come to expect. The quality of our plan review inspections, turnaround times, and consultations shall remain consistent.

DISCUSSION:

Staff is recommending approval of the Agreement between the AZ Code Consultants and the Town of Youngtown as and on-call service to be provided by the AZ Code Consultants per the Agreement during the fiscal year ending on June 30, 2024.

FISCAL IMPACT:

No Fiscal Impact will be the same as Fiscal Year 2023, as there is no increase for Fiscal Year 2024.

REVIEWED BY:

PREPARED BY:

Per Email
Trish Stuhan, Town Attorney

Per Email
Gregory Arrington, Community Development Manager

Jeanne Blackman, Town Manager

Nicole Smart, Town Clerk

**AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES
BETWEEN
THE TOWN OF YOUNGTOWN
AND
AZ CODE CONSULTANTS, LLC**

THIS AMENDMENT NUMBER 2 TO THE AGREEMENT FOR SERVICES (this “Amendment”) dated April 6, 2023 between the Town of Youngtown, an Arizona municipal corporation (the “Town”) and AZ Code Consultants, LLC, an Arizona limited liability company, (the “Contractor”), (collectively, “the parties”).

RECITALS

A. The Town and the Contractor entered into an Agreement for Services dated May 6, 2021, as amended (collectively, the “Agreement”). The terms of the Agreement are incorporated herein by reference.

B. The Town has determined that additional Services (the “Additional Services”) are necessary.

C. The Town and Contractor desire to amend the Agreement to renew the Agreement for its second renewal term and to add a new Paragraph 7.11 to Section 7.0 ASSURANCES.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Contract Term. The Contract term is renewed from ~~July 1, 2022 through June 30, 2023 as the First Renewal Term.~~ **July 1, 2023 through June 30, 2024 as the Second Renewal Term.**

2. The parties agree to amend Section 7.0 ASSURANCES to add paragraph 7.11 to the Agreement, as follows:

7.11. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People’s Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People’s Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials,

employees, and agents from any claims or causes of action relating to the City's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the Town pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first set forth above.

"Town"

TOWN OF YOUNGTOWN,
an Arizona municipal corporation

By _____
Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

"Contractor"

AZ CODE CONSULTANTS, LLC,
an Arizona limited liability company

By: _____
H.L. "Bert" Stone, C.B.O., Owner
3707 East Southern Avenue, Suite 1099
Mesa, Arizona 85206

**AMENDMENT NO. 2 TO THE
TOWN OF YOUNGTOWN SERVICES CONTRACT:
On-Call Services for Community Cleanup Activities**

THIS AMENDMENT NO. 2 TO THE SERVICES CONTRACT (this “Second Amendment”) is entered into between the Town of Youngtown, an Arizona municipal corporation (the “Town”) and Apostolic Faith Center, Inc., an Arizona nonprofit corporation, (the “Contractor”), (collectively, “the parties”). This Second Amendment shall be effective on the last signature date set forth below.

RECITALS

A. The Town and the Contractor entered into a Services Contract dated May 12, 2022 (the “Agreement”) for on-call services for yard work assistance, nuisance abatement, and other cleanup activities sponsored by Youngtown’s Public Works and Code Enforcement departments to assist with community efforts to remove weeds, trash, and debris from public property. (“Services”). The terms of the Agreement are incorporated herein by reference.

B. The Town contracted for additional services on November 17, 2022 through Amendment Number 1 to the Services Contract (the “First Amendment”). Collectively, the Agreement and First Amendment are referred to herein as the “Agreement.”

C. The Town and Contractor desire to amend the Agreement to renew the Agreement for an additional one-year term under the terms of this Second Amendment.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Town and the Contractor hereby agree as follows:

1. Term. This Agreement shall commence on May 13, 2023 and terminate on May 13, 2024, unless sooner terminated by the Parties pursuant to this Agreement.
2. Compensation. The price for all Services during the Term of this Agreement shall not exceed **\$24,000.00** (with an estimated amount of **\$2,000.00** a month due to Contractor for Services rendered).
3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the Town is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims,

known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the Town pursuant to Ariz. Rev. Stat. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year set forth below.

“Town”

TOWN OF YOUNGTOWN,
an Arizona municipal corporation

Michael LeVault, Mayor

DATE

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

[ADDITIONAL SIGNATURES ON NEXT PAGE.]

“Contractor”

APOSTOLIC FAITH CENTER, INC.,
an Arizona nonprofit corporation

By: _____
Name: _____
Its: _____

DATE

**TRANSIT SERVICES AMENDMENT
BETWEEN
THE TOWN OF YOUNGTOWN
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 200-75-2024**

This Amendment dated this 1st day of July, 2023, amends the following items of the Transit Service Agreement Contract # 200-75-2023 entered into between the Town of Youngtown and the Regional Public Transportation Authority, dated the 1st day of July 2013, as amended, July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, July 1, 2019, July 1, 2020, July 1, 2021, and July 1, 2022 (collectively, the “Agreement”).

The following Schedules amend those Schedules of the Agreement entered into on July 1, 2022.

The attached Schedule C amends Schedule C entered into July 1, 2022.

The attached Schedule E amends Schedule E entered into July 1, 2022.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE.]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

**REGIONAL PUBLIC TRANSPORTATION
AUTHORITY (RPTA)**

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Regional Public Transportation Authority, General
Counsel

**TOWN OF YOUNGTOWN, ARIZONA
a municipal corporation**

By: _____
Michael LeVault, Mayor

ATTEST:

By: _____
Nicole Smart, Town Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Town Attorney

SCHEDULE “C” – PARATRANSIT SERVICES, FINANCIAL INFORMATION AND COST ESTIMATE

For the period from July 1, 2023 through June 30, 2024, the Member Town will pay Regional Public Transportation Authority a total of **\$128,775.00** for the provision of Northwest Valley Paratransit services. This payment will be broken into equal quarterly installments of **\$32,193.75**, which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY24 Paratransit Service Funded by Town of Youngtown

	<u>Paratransit</u>
Trips:	
Paratransit Trips	2,500
Total Trips	2,500
Cost:	
Contractor Transportation Cost	\$128,845
RPTA Salaries, Fringes & OHD	\$11,420
Total Gross Program Cost	\$140,265
Total Fare Revenue	(\$9,600)
Total Net Program Cost Before PTF	\$130,665
 PTF Balance Available	 \$1,890
PTF Applied	\$1,890
Member City Contributions:	
Paratransit Service	\$128,775
Total Member City Contribution	\$128,775

SCHEDULE “C” – ADA MANDATED PARATRANSIT SERVICE

Schedule C	
RPTA ADA Paratransit Service	
Effective July 1, 2023	
Service Overview	
Service type	Origin to destination, shared-ride service provided with accessible vans, accessible minivans, sedans and other non-accessible vehicles.
Eligibility	ADA certified and ADA eligible visitors.
Visitors	Visitors who are ADA certified, or who have an obvious disability, or who present documentation demonstrating a disability that indicates the inability to use transit are eligible for ADA paratransit for up to 30 days per 365 days. To register as a visitor, contact RPTA Mobility Center at 602.716.2100, option 2, sub-option 4.
Service Area	Trips that begin and end within the federally mandated ADA paratransit service area. This includes areas that are within 3/4 mile of a transit route or light rail station and any pockets that are surrounded by areas that are within 3/4 mile of a transit route or light rail station and that have been so-designated by RPTA.
Days of Service	Monday - Sunday Including HOLIDAYS.
Hours of Service	5 AM to 10 PM and at other times when transit is available within ¾ mile of both the origin and destination.
Trip Limits	No limit to the number of trips an individual can take as long as the individual is ADA certified and the trips are within the ADA service area and during ADA service hours.
Trip Purposes	Any trip, regardless of trip purpose.
Fare Structure	
Fares	Two times the full fare for regular fixed route service.
Fare Media	Cash, regional, East/Northwest and Phoenix DAR tickets, Phoenix Monthly DAR Pass (Phoenix fare media may only be used by Phoenix residents.)

Passenger Types	
Riders	ADA certified and ADA eligible visitors.
Personal Care Attendant (PCA)	ADA certified customer may indicate the need for a PCA, an individual who assists the customer with activities of daily living. Pursuant to ADA requirements, PCA's are not charged a fare.
Companions	A customer may travel with one additional individual (and more on a space available basis). Companions must pay the same fare as the customer.
Children	Customers must be eight years of age or older to travel unaccompanied. Customers may bring children as PCAs or companions. A child who is five or under may travel for free with a fare-paying adult.
Mobility Devices and Disability-Related Equipment	
Service Animals	Service animals are permitted on paratransit. For more information on RPTA's service animal policies, visit valleymetro.org/service-animals .
Mobility Devices	RPTA Paratransit will accommodate mobility devices measuring up to 51 inches in length and 34 inches in width and weighing not more than 800 pounds when occupied at minimum. Larger devices will be accommodated if the vehicle lift capacity allows.
Oxygen and Other Equipment	Must be able to be safely secured on board the vehicle without blocking safe path-of-travel for riders or the driver.
Reservation Changes and Cancellations	
Reservations Number	602.716.2200
Reservations Hours	Daily 6 AM to 7:00 PM.
Reservations Period	1 to 14 days prior to service; no same day trips.
Reserving based on Pick-Up Time	If customer requests a specific pick-up time, RPTA Paratransit will offer a pick-up time that is within one hour of the time requested.
Reserving based on appointment time	If a customer specifies an appointment time, RPTA Paratransit will offer a pick-up time which should enable the customer to arrive at his/her destination between 0 minutes after appointment time.
Changes	May be made until 7:00 PM on the day before travel.
Cancellations	May be made until 2 hours before the scheduled pick-up time. Cancellations made after this time are considered late and treated as no-shows.

Service Delivery	
On-Time Expectation for Pick-Ups	Service is on-time if the vehicle arrives to transport the rider between 0 and 30 minutes after the pick-up time quoted to the passenger when the trip was booked.
On-Time Expectation for Appointments	Service is on-time if the vehicle arrives to drop off the rider 0 minutes after the appointment time specified by the rider at the time the trip was booked.
Early Trips	A trip is early if the vehicle arrives before the negotiated scheduled pick-up time as communicated to the rider when the trip was booked, whether or not the rider takes the trip.
Late Trips	A trip is late if the vehicle arrives 31 minutes or more after the negotiated scheduled pick-up time as communicated to the rider when the trip was booked.
Excessively Late Trips	A trip is excessively late if the vehicle arrives 61 minutes or more after the scheduled pick-up time as communicated to the rider when the trip was booked.
Missed Trips	A trip is missed if the trip is early or late and the rider fails to take the trip and/or if the vehicle fails to arrive.
Boarding Window	A five-minute pick-up window during which the rider is expected to board the vehicle as long as the vehicle arrives on-time as defined herein. If the vehicle arrives early, the pick-up window begins at the negotiated scheduled pick-up time as defined herein.
No-Show	A no-show is when the rider fails to board the vehicle within the five-minute boarding window as defined herein. No-shows cannot be charged when the vehicle departs before the start of the pick-up window or when the vehicle arrives late or excessively late.
Door-to-Door Service	This is the base level of service, defined as service from the outermost door of a rider's origin to the outermost door of a rider's destination. The driver is not permitted to lose sight of a vehicle when occupied. Drivers are not required to go beyond the outermost door of a rider's origin or destination, and drivers are not permitted to enter a rider's place of residence.
Hand-to-Hand Service	This is a higher level of service provided for riders who are unable to be left alone safely. A driver must accompany the rider from the outermost door of his/her origin to the outermost door of his/her destination and must ensure that an authorized person at the rider's destination is aware of the rider's arrival before departing. RPTA will identify riders who must be provided hand-to-hand service.

Driver Assistance	The driver is expected to provide any of the assistance identified herein as needed/requested: guiding the passenger by the hand/arm, pushing the rider's mobility device, carrying small packages, assisting rider on and off vehicle, assisting with vehicle seatbelt and securement systems, and collecting the fare. Drivers are not permitted to lift or carry passengers or their children, and drivers are not permitted to enter a rider's place of residence.
Use of the Lift/Ramp	Any rider is permitted to use the vehicle lift/ramp upon request.
Seatbelts and Mobility Device Securement	All riders must be wearing seatbelts, and all mobility devices must be secured. RPTA Paratransit will not transport a rider who is not wearing a seatbelt or mobility devices that are not secured.
Children	A child may travel with the rider. The rider is responsible for ensuring that his/her accompanying child(ren) is/are transported in an approved child safety seat when required to do so by law. The rider is responsible for bringing his/her own child safety seat. RPTA Paratransit drivers are trained to assist with the securement of child safety seats, but drivers may not lift or carry children.
Pets	A pet, who is completely secured in a closed pet carrier, may be transported as long as the rider has notified the provider in advance and as long as the pet carrier fits on the rider's lap or at the rider's feet, without blocking the path-of-travel for riders or the driver.
Packages	Riders are subject to RPTA's approved package policy available in the RPTA ADA Paratransit Ride Guide. Drivers will assist with carrying small packages, weighing not more than fifty pounds in total.
Ride Time	RPTA Paratransit is a shared-ride service. Accordingly, a ride may take as long as a comparable trip would take on public transit.
Provider and Contract Information	
Provider	Contracted service - Prime contractor is selected through a competitive procurement process.
Provider Rate Structure	Contractor is reimbursed per contract requirements as negotiated through the competitive procurement process.
Performance Standards	Performance standards are established and monitored based on the negotiation based on the competitive procurement process.
Contract Term	Contract term will be established through the competitive procurement process.

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2023 to June 30, 2024 the maximum amount of Public Transportation Funds (PTF) available for the Town of Youngtown is **\$1,890.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Town for other ADA certified rider eligible expenses, and certified by the Town’s chief financial officer or designee. RPTA will reimburse Town within thirty (30) business days based upon availability of funds. Town may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$1,890.00**

ITEM 9.G

NO INSERT



Boards, Commissions and Committees Appointment Application

PERSONAL INFORMATION	
Name: <u>Lorene M. Stoker</u>	Date: <u>3/15/23</u>
Address:	
E-Mail Address:	
Occupation: <u>Insurance Broker</u>	Are you a Resident of Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No
Home Phone: <u> </u>	Work Phone: <u> </u>
Cell Phone: <u> </u>	Best Time to Call? <u>8-5</u> am/pm
Do you own commercial property and/or operate a business in Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No	
Business Name and Address:	
Are you now, or have you ever served on a board, commission or committee for the Town of Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes, please give name of board, commission and/or committee and dates served:	
BOARD, COMMISSION OR COMMITTEE OF INTEREST:	
Please list in order or preference. Residents may only serve on one (1) Board, Commission or Committee at a time.	
1. <u> </u>	2. <u> </u>
3. <u> </u>	4. <u> </u>
EDUCATION AND CIVIC ACTIVITIES (may attach a resume):	
COMMUNITY AND/OR PROFESSIONAL ACTIVITIES: (may use separate piece of paper)	

I understand that my attendance at all regularly scheduled meetings is critical even if I am appointed as an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied. Please notify the Town Manager (623-933-8286) if there are any changes in the information provided.

Applicant's Signature:

Lorene M. Stoker

Date:

3/15/23



Boards, Commissions and Committees Appointment Application

PERSONAL INFORMATION	
Name: <u>Amy Banaldi</u>	Date: <u>3/6/23</u>
Address: <u>[REDACTED]</u>	
E-Mail Address: <u>[REDACTED]</u>	
Occupation: <u>teacher</u>	Are you a Resident of Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No
Home Phone: <u>[REDACTED]</u>	Work Phone: <u>[REDACTED]</u>
Cell Phone: <u>same</u>	Best Time to Call? <u>After 4-<input checked="" type="radio"/>am</u>
Do you own commercial property and/or operate a business in Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No	
Business Name and Address:	
Are you now, or have you ever served on a board, commission or committee for the Town of Youngtown? <input type="radio"/> Yes <input checked="" type="radio"/> No	
If yes, please give name of board, commission and/or committee and dates served:	
BOARD, COMMISSION OR COMMITTEE OF INTEREST:	
Please list in order of preference. Residents may only serve on one (1) Board, Commission or Committee at a time.	
1. <u> </u>	2. <u> </u>
3. <u> </u>	4. <u> </u>
EDUCATION AND CIVIC ACTIVITIES (may attach a resume):	
<u>B.F.A. in Fine arts</u>	
<u>M.A. in Clinical Psychology</u>	
COMMUNITY AND/OR PROFESSIONAL ACTIVITIES (may use separate piece of paper)	
<u>ARTIST @mellenpopsart (Instagram)</u>	

I understand that my attendance at all regularly scheduled meetings is critical even if I am appointed as an alternate member and that the Town Council may appoint a replacement for members who are chronically absent from regular meetings. I also understand that this application is considered a public record.

All applications are kept on file for one year. During that time, your application will be considered when there is an opening for the Board, Commission or Committee for which you have applied. Please notify the Town Manager (623-933-8786) if there are any changes in the information provided.

Applicant's signature: [Signature] Date: 3/6/23

ITEM 9.J

NO INSERT