



**PUBLIC NOTICE
REGULAR MEETING FOR THE COMMON COUNCIL OF
YOUNGTOWN, ARIZONA
APRIL 18, 2024, AT 5:30 p.m.**

The Town of Youngtown provides notice that it will conduct its Town Council meeting on **April 18, 2024 at 5:30 p.m.** through *in-person and technological* means. **Doors open at 5:15 p.m.** for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back when the Council returns from executive session. 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 18, 2024
TIME: 5:30 p.m.
PLACE: Join the Regular Meeting by phone: 1-346-248-7799
Meeting ID: 813 0611 7301
Password: 629683
Link to the zoom meeting:
<https://us02web.zoom.us/j/81306117301?pwd=RjI0UHRoNnh5T1lxNGo1dzd5cXFidz09>

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/Appearances 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 Council Meeting minutes of April 4, 2024.**

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. (Schmitz)
- 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. (Stutsman)
- C. **Presentation, Discussion and / or Action Re:** Approval of the Maricopa County Flood Control Capital Project Letter of Intent (Blackman/Anderson)
- D. **Presentation, Discussion and / or Action Re:** Approval and award of the landscape maintenance services contract to Landcare Unlimited, LLC. in the amount of \$2,985 per month for the weekly maintenance of the Town's parks (Mosbrucker)
- E. **Presentation, Discussion and / or Action Re:** Approval of Ordinance 2024-02 to close town alleys during specified time, as well as the ongoing efforts to engage with the community and local businesses regarding the proposed ordinance,
- F. **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 Council Meeting, which will be **Thursday, May 2, 2024 at 5:30 p.m.**

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 certified that a copy of the attached notice and agenda were duly posted by 5:00 p.m. on **April 15, 2024** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.



Nicole Smart, Town Clerk

STAFF REPORT TO COUNCIL

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

- Met with Penny Malia, Youngtown Finance and Holli Mercurio, from the Risk Pool to review documentation for our renewal for our liability insurance.
- Virtually attended the MAG (Maricopa Association of Governments) monthly meeting.
- Working on budget documents for presentation to Council.
- Reviewing policies and procedures manual with staff for clean up and to bring any suggested changes to Council in the future.



STAFF REPORT TO COUNCIL

DEPARTMENT:
Public Works

DEPARTMENT REPORT SUBMITTED BY:
Marty Mosbrucker, Public Works Manager

REPORT:

- Street resurfacing project from Alabama to Grand and Town Square parking lot: complete
- Trees in Town Square: removed/replaced. Trimming complete.
- PW preliminary FY25 budget completed.
- PW manager and technician weed spray required continuing education units completed.
- Alleyway and right of way weed spraying conducted.
- Lake auto fill float valve replaced.
- Street sweeper contract renewed.
- Landscape maintenance bid opening completed.



STAFF REPORT TO COUNCIL

DEPARTMENT: LIBRARY	DEPARTMENT REPORT SUBMITTED BY: MARY VASS
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Mary Vass presented at the Citizens' Academy at LifeStream on April 2nd about the history of Youngtown and the library.

The Youngtown Public Library celebrated the solar eclipse with a Solar Eclipse Party on April 8. Participants received special solar glasses to view the eclipse and enjoyed outer space themed snacks of Starbursts, Milky Ways, Moon Pies, and Sunny D to drink!

Mary Vass visited Ventana Winds to bring the residents Stay Sharp bags for their use.

Mary Vass took Storytime with Miss Mary to the Peoria Family Resource Center at Skyview School on Tuesday, April 9th.

The Youngtown Public Library celebrated their volunteers with a Volunteer Appreciation Tea. Each volunteer received a thank you card, a gift, and a certificate of appreciation. They enjoyed a traditional English Tea with scones, tea sandwiches and, of course, hot tea served from teapots into tea cups.

The In-N-Out Burger Cover-to-Cover Spring Reading Program ended on April 13th. Reading logs are accepted until April 20th.

Storytime with Miss Mary meets each Wednesday morning with books, songs, and fun.

Upcoming events:

- 4/23 – Cards, Games, & More @ the Library at 1:00 p.m.*
- 4/24 – Storytime with Miss Mary at the Community Garden at 10:30*
- 5/3 – LSTA Grant award recipients are announced*
- 5/7 – Rather Be Reading Book Club at 10:00 a.m.*
- 5/8 – Mother's Day Storytime with Miss Mary at 10:30 a.m.*
- 5/9 – Friends of the Youngtown Public Library meeting at 9:00 a.m.*
- 5/14 – Storytime with Miss Mary at the Peoria Family Resource Center*
- 5/15 – MCSO Storytime with Miss Mary at 10:30 a.m.*

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: Community Development
Manager

DEPARTMENT REPORT SUBMITTED BY:
Gregory Arrington, Community Development
Manager

REPORT:

Ulysses Development

- Team Meeting

American Institute of Architects

- Luncheon Meeting

GPEC Mayors & Supervisors Council Meeting

- Monthly Meeting



STAFF REPORT TO COUNCIL

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

- The monthly Business License Report for March 2024 is attached for your review.
- Presented at the Citizens’ Academy at LifeStream on April 2nd about the clerk’s role.
- E-Fax has been set up.
- Working with Town Manager Blackman to complete the Town Hall kitchen and storage renovation.
- Working with Town Manager Blackman to complete the Cactus Garden beautification, and Digital Signage.
- Working with Town Manager Blackman to renovate the Kitchen/Clubhouse.
- Working on updating contracts that are due for renewal for this fiscal year.
- Booking appointments for Passport transactions.
- Working on the Town’s new Website with Revize.
- Working on future Town events.
- Updating Standard Operating Procedures manual for Town Hall.
- Reviewing the Policy and Administration Guidelines Manual.
- Reviewing the Youngtown General Plan 2025 for updates, and will bring the draft forward to Council for approval.
- Working with the Town Manager on the Home Rule Expenditure Limitation.
- Working on retention files and destruction of retention files for January 2024.
- Working on obtaining all of the No Trespassing forms from the commercial businesses.
- Working on obtaining all of the contact information for the churches in Town.
- I would encourage all staff and Council to “like” the Town’s page and submit pictures and stories. www.facebook.com/townofyoungtownaz, and “Twitter”



Town of Youngtown

March 2024 Business License Report

New Business Licenses

- Transient 3
- Commercial 1
- Home Based 0

Renewals Business License

- Transient 1
- Commercial 1
- Home Based 0

New Business Licenses		Renewals Business License	
Transient	\$225.00	Transient	\$60.00
Commercial	\$108.33	Commercial	\$30.42
Home Based		Home Based	
TOTALS	\$333.33	TOTALS	\$90.42

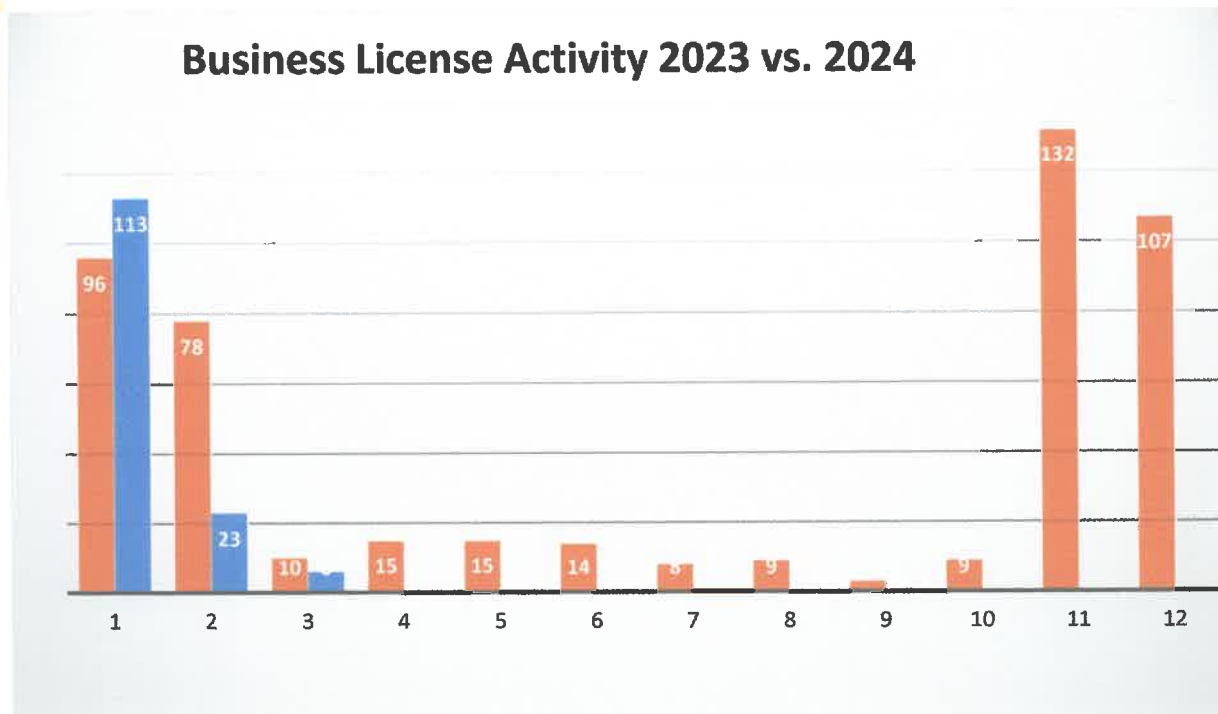
Total Revenue for March 2024 = \$423.75

There was one new Commercial Business for the Month of March.

Brenda's Kitchen LLC

There were no new Home Based Businesses for the Month of March.

	2023	2024
Jan	96	113
Feb	78	23
Mar	10	6
Apr	15	
May	15	
Jun	14	
Jul	8	
Aug	9	
Sep	3	
Oct	9	
Nov	132	
Dec	107	
Total	496	





**MINUTES OF THE REGULAR MEETING
COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, APRIL 4, 2024**

1. **Call to Order:** Mayor LeVault called the meeting to order at 5:30 p.m.
2. **Roll Call: Roll Call:** Council present: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Councilmembers Margaret Chittenden, Mike Francis, Karen Haney Duncan, and Jim Starke. Councilmember Hout called in telephonically.

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

Staff present: Town Manager Jeanne Blackman, Town Clerk Nicole Smart, and Attorney Michelle Stinson from Pierce Coleman.

3. **Pledge of Allegiance and Invocation:** Councilmember Haney Duncan led the Pledge and Town Manager Blackman gave the Invocation.
4. **Summary of Current Events:**

Mayor LeVault mentioned he attended the Neighborhood Watch Neighborhood Committee meeting last night, and thanked Captain Stutsman for explaining a lot of new information to the Committee. Mayor LeVault welcomed and thanked the LifeStream residents for coming tonight, and said they are certainly welcome to attend any future council meeting.

Councilmember Starke thanked Captain Stutsman and his deputies for attending the Neighborhood Watch Committee.

Councilmember Chittenden mentioned the Dog Park is doing great! We are trying to highlight in the Dog Park article the new people and their dogs that have come to the dog. Councilmember Chittenden thanked the residents of LifeStream for coming to the Council Meeting tonight.

Councilmember Haney Duncan thanked LifeStream for making the effort to come out to this meeting tonight.

Summary of Current Events from Town Manager

Town Manager Blackman attended the West Valley Managers' meeting hosted by the City of Buckeye.

Town Manager Blackman congratulated everyone for a very successful Easter event held at Uribe Park. Strong attendance and the kids hunted for over 4,000 Easter eggs!

Town Manager Blackman finalized the last of the required documents for the annual audit. Presentation of the audit, by Colby & Powell, will be scheduled at a future Council meeting.

Town Manager Blackman mentioned the passport appointments continue to be strong.

Town Manager Blackman mentioned it was a successful Town Council/Neighborhood Watch joint meeting held on April 3rd.

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:**

Youngtown resident Mercy Vickers gave a brief update on the Community Garden. The vines are growing back, and the fruits and vegetables are growing as well. They were amazed the seeds they had, which were five-years old, are growing. Also, we will have the pot luck again at the Community Garden starting at the end of April or beginning of May.

Youngtown resident and Agua Fria Ranch Homeowners Association President, Kathryn French, thanked the Town for an amazing Easter Egg Hunt, and she was happy to see the kids from Agua Fria Ranch. It was nice to see the Maricopa County Sheriff's Office Cadets that helped with the Easter Egg Hunt.

Kathryn French thanked the Town for getting the Uribe Park and Agua Fria Ranch SRMG fence repaired.

Kathryn French thanked the Town Council for all the hard work they do, and for facing things we don't know about, which you as a Council have to deal with. We're grateful for that because you carry a load that most of us don't even think about.

8. Consent

A. **Approval of the Regular Council Meeting minutes of March 21, 2024.**

Approval of the Regular Council Meeting minutes of March 21, 2024.

Councilmember Haney Duncan

Second Councilmember Starke

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout's telephonic voice vote was noted as a yes.

9. Business

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

Mayor LeVault read the Proclamation declaring April to be observed as Fair Housing Month. If approved, he will sign the Proclamation.

Approval of the Proclamation declaring April to be observed as Fair Housing Month.

Councilmember Starke

Second Councilmember Haney Duncan

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout's telephonic voice vote was noted as a yes.

B. **Presentation, Discussion and/or Action Re:** Approval of the Intergovernmental Agreement between the Superior Court of Arizona in Maricopa County and the Town of Youngtown for Jury Services.

Town Manager Blackman was in attendance to present the agreement for Jury Services. If we did go to a jury trial, this agreement will be in place to cover us for the fees they charge us. We only get billed if we use the Jury Services.

Approval of the Intergovernmental Agreement between the Superior Court of Arizona in Maricopa County and the Town of Youngtown for Jury Services.

Councilmember Chittenden

Second Councilmember Starke

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout's telephonic voice vote was noted as a yes.

C. **Presentation, Discussion and/or Action Re:** Discussion of proposed ordinance to close town alleys during specified times, as well as the ongoing efforts to engage with the community and local businesses regarding the proposed ordinance.

Town Manager Blackman mentioned we have two letters, one going to the residents of Youngtown, and the other is for the Commercial District for the alleyway closures from 10:00 p.m. to 7:00 a.m. This is to stop various activities we have in the alleys behind a lot of homes and businesses. This will not impede any business or any resident for alley access, but just those who should not be there. This will give us the opportunity for Maricopa County Sheriff's Office, Affinium, and Law Enforcement Specialist to move them along. This is just one more tool to continue to mitigate any other crime or activities that might be occurring in the Town. Tonight, we are just presenting the letters, Moore Graphics is mailing out the letters, and we

are emailing the businesses the letter as we are looking for any feedback. We are also going to give out to residents and businesses a stick-on decal/permit for their vehicles, if they request a waiver. We will be bringing the Ordinance back at the April 18th Council Meeting for approval.

Town Manager Blackman mentioned when she spoke with Kevin Moore, he mentioned he has seen a change in the alleys and with the activity level. He is very glad the Town is doing this, and all the work we have done. Town Manager Blackman spoke with Heather who lives in the north part of Town, and she thought this was a fantastic idea.

Mayor LeVault mentioned if we pass this ordinance, it will be passed on an emergency basis. We are legally targeting pedestrian traffic, and not to impede any businesses or residences.

Councilmember Chittenden ask will the Jack in the Box alley be closed as well?

Manager Blackman mentioned all the alleys will have signage put up for closure.

Councilmember Hout asked if the meeting for April 18th will be posted for discussion, and will people to know and that we are going to discuss this?

Town Manager Blackman stated the agendas are posted on the crier boards and on the Town website, noting the item will be discussed at the April 18th Council meeting.

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

Mayor LeVault mentioned the Town will continue doing what we are doing in regards to keeping the town safe.

10. Call to Executive Session:

Mayor LeVault asked for a motion to go into Executive Session at 6:00 p.m.

Motion – Councilmember Haney Duncan

Second Councilmember Starke

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.

- A. Convene Executive Session pursuant to A.R.S. § 38-431.03(A)(3) & (4), executive session for discussion and legal advice regarding code enforcement procedures and municipal prosecution services, including the contract for town prosecution services.
- B. Convene Executive Session pursuant to A.R.S. § 38-431.03(A)(3) executive session for discussion and legal advice regarding the proposed ordinance to close town alleys during specified times, as well as the ongoing efforts to engage with the community and local businesses regarding the proposed ordinance

Return to Public Meeting 6:47 p.m.

11. Future Agenda & Meetings

A. Future Agenda Items – none

Adjournment

Motion to Adjourn
Councilmember Francis
Second – Councilmember Chittenden
Meeting Adjourned 6:47 p.m.

Michael LeVault, Mayor

Attest:

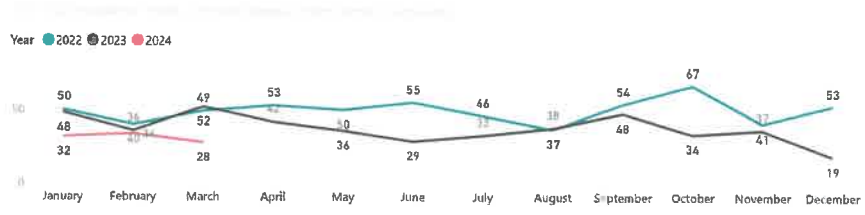
Nicole Smart, Town Clerk
Minutes approved at the April 18, 2024 Council meeting.

**SUN CITY FIRE DISTRICT
YOUNGTOWN MONTHLY REPORT
MARCH, 2024**

INCIDENT RESPONSE SUMMARY				
Incident Type	MAR 2024	YTD	MAR 2023	YTD
FIRE	1	2	1	9
RESCUE & EMS INCIDENT	146	380	119	340
HAZARDOUS CONDITION (NO FIRE)	1	3	1	3
SERVICE CALL	1	6	0	2
GOOD INTENT CALL	3	15	1	6
FALSE ALARM & FALSE CALL	4	13	8	18
INCIDENT TOTAL	156	419	130	378

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	18	0	18	0
STORAGE	0	0	0	0
SPECIAL PROPERTY & OTHER	2	0	2	0
TOTAL INSPECTIONS	20	0	20	0

Youngtown Burglaries, Thefts, Criminal Damage, Stolen Vehicle, Trespassing Numbers



ESZCity	January	February	March	Total
Youngtown	32	34	28	94
Total	32	34	28	94

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	48	36	52	42	36	29	33	38	48	34	37	19	452
Total	48	36	52	42	36	29	33	38	48	34	37	19	452

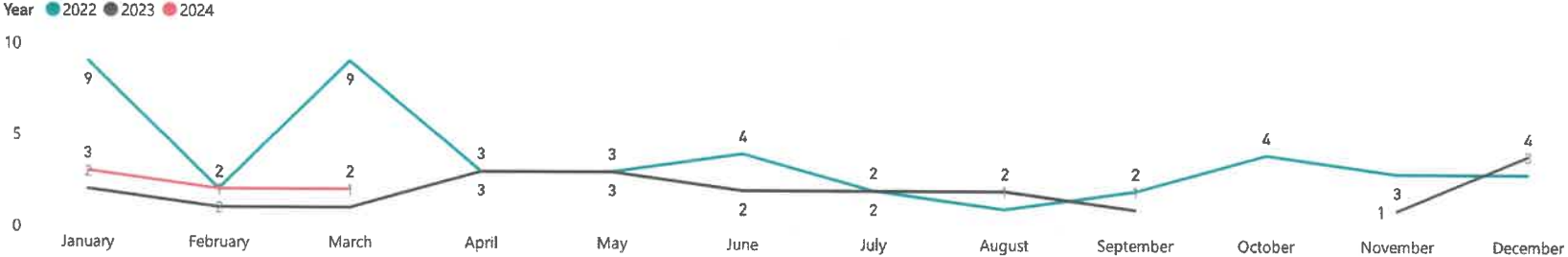
ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	50	40	49	53	50	55	46	37	54	67	41	53	595
Total	50	40	49	53	50	55	46	37	54	67	41	53	595

Data Note: Radio Codes Represented on This Page

Type Code
 45459 4598 4598L 459C 459CG 459CU
 459CV 459CC 459G 459M 459P 459R
 459RU 459U 459V 459W 459WU 459Z
 459ZB 459ZBL 459ZC 459ZM 459ZRU
 459ZU 487 487B 487BL 487C 487CU
 487CV 487CC 487E 487G 487I 487U
 487M 487R 487U 487W 487WU 487Z
 487ZU 507 507T 507TU 507TV 507U
 507V 507 509B 509B 509F 509G 509I
 509J 509L 509R 509U 509V 509W
 509X 509X 509C 712 712B 712BU
 712 712L 712R 712RU 712S 712U
 712V 459ZU

Youngtown Burglaries

2022 - 2024 Burglaries



2024 Summary

ESZCity	January	February	March	Total
Youngtown	3	2	2	7
Total	3	2	2	7

2023 Summary

ESZCity	January	February	March	April	May	June	July	August	September	November	December	Total
Youngtown	2	1	1	3	3	2	2	2	1	1	4	22
Total	2	1	1	3	3	2	2	2	1	1	4	22

2022 Summary

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	9	2	9	3	3	4	2	1	2	4	3	3	45
Total	9	2	9	3	3	4	2	1	2	4	3	3	45

Data Note: Filters on this page are Major Crime Indicator is Burglary from Youngtown

Youngtown 509's Stolen Vehicles

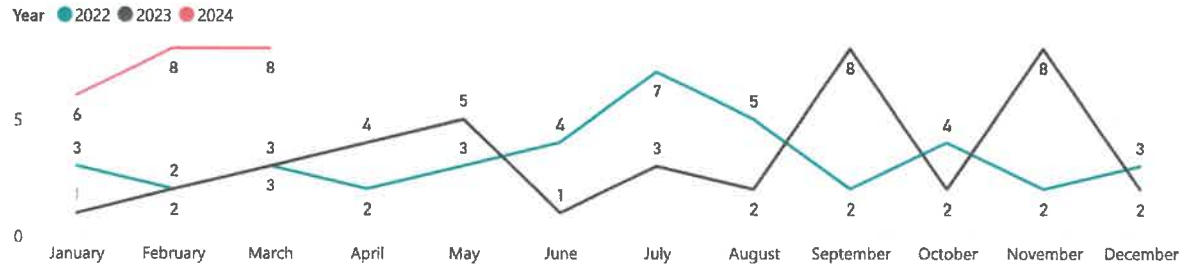


Table 1

ESZCity	January	February	March	Total
Youngtown	6	8	8	22
Total	6	8	8	22

Table 2

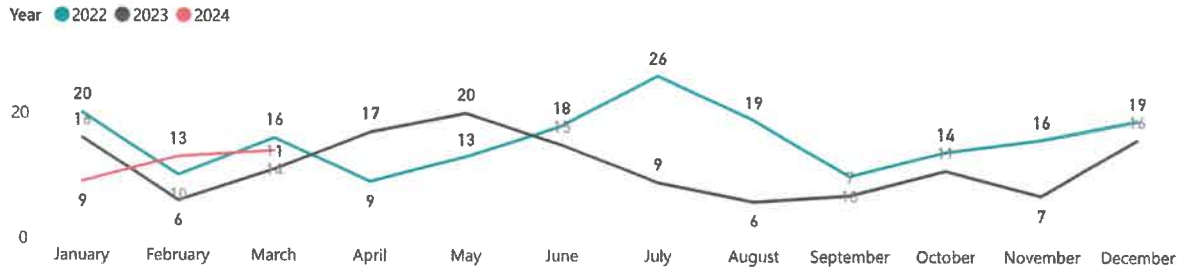
ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	1	2	3	4	5	1	3	2	8	2	8	2	41
Total	1	2	3	4	5	1	3	2	8	2	8	2	41

Table 3

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	3	2	3	2	3	4	7	5	2	4	2	3	40
Total	3	2	3	2	3	4	7	5	2	4	2	3	40

Data Note: Radio Codes Represented on This Page: 509's

Youngtown 459's Burglaries



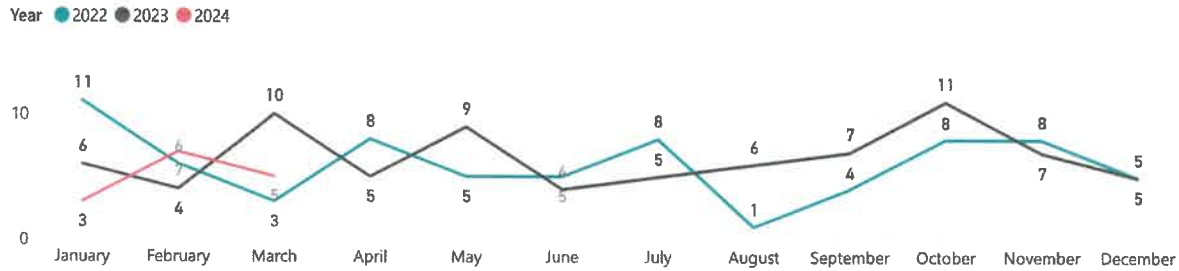
ESZCity	January	February	March	Total
Youngtown	9	13	14	36
Total	9	13	14	36

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	16	6	11	17	20	15	9	6	7	11	7	16	141
Total	16	6	11	17	20	15	9	6	7	11	7	16	141

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	20	10	16	9	13	18	26	19	10	14	16	19	190
Total	20	10	16	9	13	18	26	19	10	14	16	19	190

Data Note: Radio Codes Represented on This Page: 459s

Youngtown 487's Theft



MSB

ESZCity	January	February	March	Total
Youngtown	3	7	5	15
Total	3	7	5	15

MSB

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	6	4	10	5	9	4	5	6	7	11	7	5	79
Total	6	4	10	5	9	4	5	6	7	11	7	5	79

MSB

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	11	6	3	8	5	5	8	1	4	8	8	5	72
Total	11	6	3	8	5	5	8	1	4	8	8	5	72

Data Note: Radio Codes Represented on This Page: 487s

Youngtown 211's Armed Robbery



2022

ESZCity	January	Total
Youngtown	1	1
Total	1	1

2023

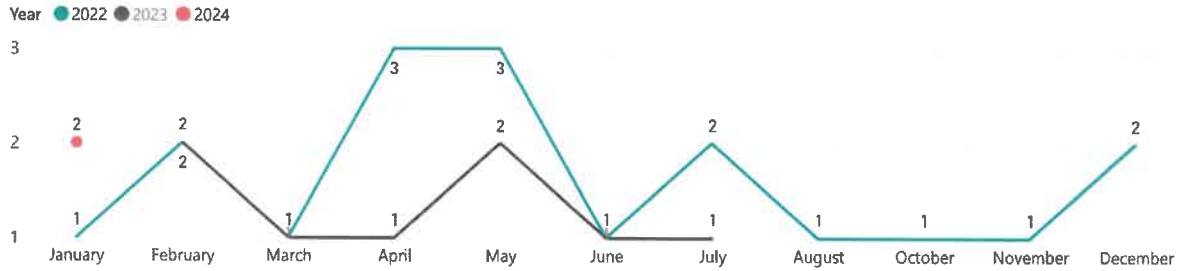
ESZCity	January	Total
Youngtown	1	1
Total	1	1

2024

ESZCity	April	December	Total
Youngtown	1	1	2
Total	1	1	2

Data Note: Radio Codes Represented on This Page: 211s

Youngtown 245's Assaults



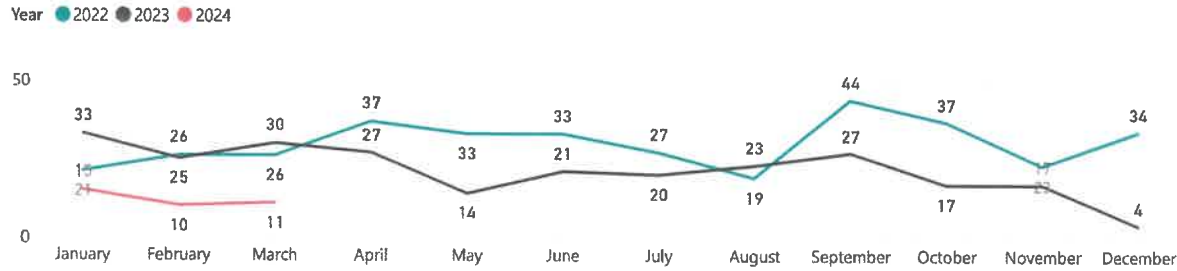
ESZCity	January	Total
Youngtown	2	2
Total	2	2

ESZCity	February	March	April	May	June	July	Total
Youngtown	2	1	1	2	1	1	8
Total	2	1	1	2	1	1	8

ESZCity	January	February	March	April	May	June	July	August	October	November	December	Total
Youngtown	1	2	1	3	3	1	2	1	1	1	2	18
Total	1	2	1	3	3	1	2	1	1	1	2	18

Data Note: Radio Codes Represented on This Page: 245s

Youngtown 712's Trespassing



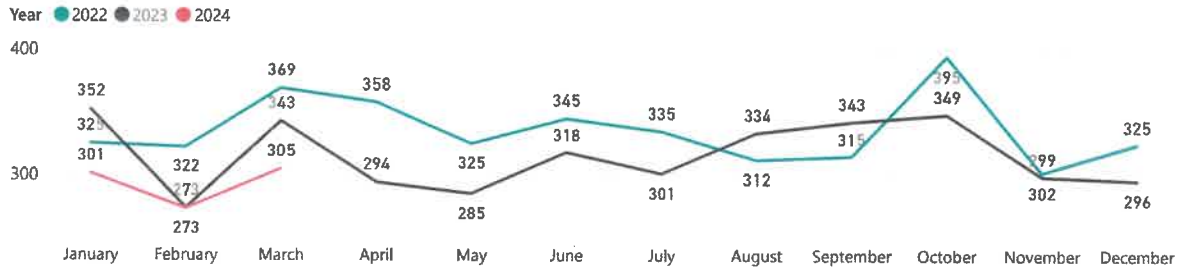
ESZCity	January	February	March	Total
Youngtown	15	10	11	36
Total	15	10	11	36

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	33	25	30	27	14	21	20	23	27	17	17	4	258
Total	33	25	30	27	14	21	20	23	27	17	17	4	258

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	21	26	26	37	33	33	27	19	44	37	23	34	360
Total	21	26	26	37	33	33	27	19	44	37	23	34	360

Data Note: Radio Codes Represented on This Page: 712s

Youngtown All Codes



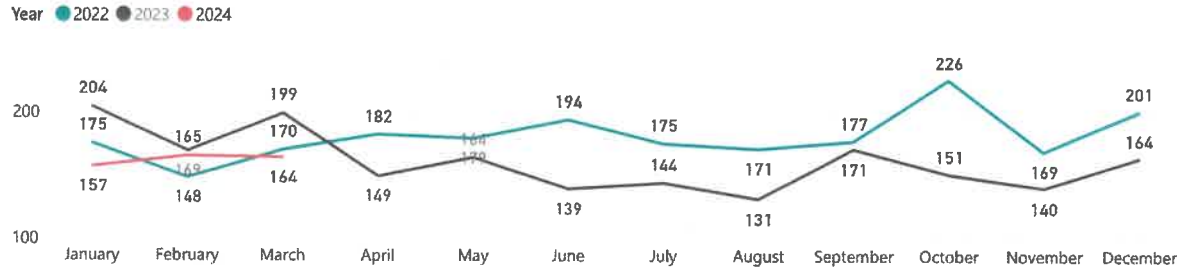
ESZCity	January	February	March	Total
Youngtown	301	273	305	879
Total	301	273	305	879

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	352	273	343	294	285	318	301	334	343	349	299	296	3787
Total	352	273	343	294	285	318	301	334	343	349	299	296	3787

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	325	322	369	358	325	345	335	312	315	395	302	325	4028
Total	325	322	369	358	325	345	335	312	315	395	302	325	4028

Data Note: Radio Codes Represented on This Page:
All Codes

Youngtown Crimes



ESZCity	January	February	March	Total
Youngtown	157	165	164	486
Total	157	165	164	486

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	204	169	199	149	164	139	144	131	171	151	140	164	1925
Total	204	169	199	149	164	139	144	131	171	151	140	164	1925

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	175	148	170	182	179	194	175	171	177	226	169	201	2167
Total	175	148	170	182	179	194	175	171	177	226	169	201	2167

Data Note: Radio Codes Represented on This Page:
All Crimes

Flood Control Capital Project Letter of Intent

Project Name: YOUNGTOWN COMMERCIAL CENTER STORM DRAIN
Name of Submitting Agency: TOWN OF YOUNGTOWN

1. General

A. Project Area ARIZONA AVENUE IN THE YOUNGTOWN COMMERCIAL AREA

B. Summary Project Description TO CORRECT THE FLOODING OF A NUMBER OF STORES, GOVERNMENT POST OFFICE, AND APARTMENTS AFTER A NORMAL RAINFALL.

C. Estimated Project Cost \$500,000.00

2. Proposed Lead Agency by Task (For each task, indicate "District", City/Agency name, or "Not Applicable")

A. Design WILLDAN ENGINEERING
B. Rights-of-Way Acquisition TOWN OF YOUNGTOWN
C. Construction TOWN OF YOUNGTOWN
D. Operations and Maintenance TOWN OF YOUNGTOWN

3. Proposed Cost Share

	District	City/Agency	Other	Total
A. Percentage	75.00%	25.00%	0.00%	100.00%
B. Dollars	\$375,000.00	\$125,000.00		\$500,000.00

4. Estimated Availability of City/Agency Funding (Dollars)

	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	FY2027/28	Later FYs
		\$125,000.00				

5. Master Plan/Study Applicable to Submitted Project

A. Title (if applicable) _____
B. Adopted by City/Agency? Adopted Not Adopted Pending Not Applicable

6. Agency Approval (City Engineer, Public Works Director, or Agency Manager)

Signature _____ Date _____
 JEANNE BLACKMAN TOWN MANAGER
 Printed Name Title

Submittals must adhere to the CIP Procedure guidelines - in particular: (1) Explicitly and quantitatively address the evaluation criteria identified by the CIP Procedure, giving particular attention to quantifying flood control benefits; (2) include maps and other graphic attachments demonstrating the conceptual components of the project; (3) provide corresponding signed letters of intent; (4) if a non-District study generated the project, provide one copy of the study.





TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and/or Action: Re: Staff is recommending the approval and award of the landscape maintenance services contract to Landcare Unlimited, LLC. in the amount of \$2,985 per month for the weekly maintenance of the Town's parks.	STAFF PRESENTER: Marty Mosbrucker, Public Works Manager
--	--

RECOMMENDATION:

Council approval of a contract with Landcare Unlimited, LLC., for landscape maintenance services for the public parks of the Town of Youngtown, in the amount of \$2,985 per month (\$35,820 annually) to begin on July 1, 2024 and end on June 30, 2025.

COMMUNITY BENEFIT:

The Town landscape maintenance services have been outsourced since April, 2008. The current landscape contract will expire June 30, 2024. Subsequently, a notice and request for bids (RFB) was advertised with a bid opening date of April 10, 2024, with an effective date for services to begin July 1, 2024.

DISCUSSION:

The Town advertised for landscape maintenance services pursuant to an RFB with a due date of April 10, 2024 at 10:00 a.m. local time. Immediately after the due date/time, the bids were opened and the results were as follows:

- Landcare Unlimited, LLC. – Litchfield Park, AZ., \$2,985/mo. (\$35,820/yr.)
- Outdoor Systems Management, LLC. - Scottsdale, AZ, \$16,700/mo. (\$200,400/yr.)

Town Staff has reviewed the bids and believe it would be of great benefit to the Town to proceed with a contract with Landcare Unlimited, LLC.

FISCAL IMPACT: **\$35,820 for FY 2024/25.**

REVIEWED BY:

PREPARED BY:

_____ *email* _____
Trish Stuhan, Town Attorney

_____ *email* _____
Marty Mosbrucker, Public Works Manager

_____ *per email* _____
Jeanne Blackman, Town Manager

Nicole Smart

Nicole Smart, Town Manager

FORM OF AGREEMENT FOR MUNICIPAL FACILITIES LANDSCAPE MAINTENANCE SERVICES

This Agreement made and entered into this 18th day of April, 2024, by and between Landcare Unlimited, hereinafter designated as 'Contractor', and the Town of Youngtown, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated as 'Town'.

CONTRACTOR AND TOWN, FOR THE CONSIDERATION HEREINAFTER SET FORTH PROMISE, COVENANT AND AGREE AS FOLLOWS:

1. **Project Description:** Contractor shall perform, or cause to be done and performed in a good and workman-like manner the project entitled Municipal Facilities Landscape Maintenance Services, hereinafter referred to as "The Project" or "The Work", in accordance with and as more fully described in the Scope of Work attached as **Exhibit A**, which is incorporated herein by reference and made a part hereof as though set forth in full.

2. **Independent Contractor:** Contractor agrees he/she is an independent contractor and not an agent or employee of the Town. Contractor shall supervise and direct the work to be done, using his/her best skill and attention. Contractor shall be solely responsible for all means, methods, techniques, sequences, procedures and for coordinating all portions of the Work required by this Agreement. Contractor shall be responsible to the Town for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under this Agreement.

3. **Managing Agent:** Contractor shall employ a competent project Managing Agent and necessary assistants who shall be present at the Project site(s) during the progress of the Work. The Managing Agent or the Managing Agent's authorized representative (Field Supervisor) shall be present at the project site during the progress of the Work. The Managing Agent, or the Managing Agent's authorized representative, shall represent and be the agent(s) of the Contractor, and communications given to the Managing Agent or the Managing Agent's authorized representative shall be as binding as if given to the Contractor.

4. **Warranty:** Unless otherwise provided in the Contract Documents, Contractor warrants to Town that all Work will be of good quality, with service performed in accordance with industry standards.

5. **Town's Right to Stop, Carry Out or Correct the Work:** If at any time during the performance of the Work it appears to the Town, in its sole discretion, that Contractor will not complete the Work according to the contract terms, or if the manner in which the Contractor carries out its obligations is substandard, the Town shall have the sole and absolute right on seventy-two (72) hours written notice delivered to Contractor to replace Contractor by taking over the Work or procuring another to complete the Work and terminate this Agreement either for the Town's convenience or because of the failure of the Contractor to fulfill his contract obligations. Such taking over shall not constitute or be construed as a waiver by Town of any action, claim or demand Town may have against Contractor by reason of injury or damage resulting to Town because of

Contractor's failure of performance hereunder. Contractor shall pay to Town a sum equal to Town's total costs of completing such work, and a sum for reasonable attorney's fees and litigation expenses, if litigation is necessary, in taking over and completing such Work. In no event shall any delay in performance hereunder by Contractor be excused unless, and then to the extent only, such delay is excused by the Town in writing.

6. Subcontractors: The names of subcontractors submitted at the time of the submission of the bid to the Town shall be assumed to be the subcontractors which the Contractor shall use for Work required to be done under Contract Documents. Contractor shall notify the Town of any proposed changes in subcontractors prior to making a substitution. The Contractor shall make no substitution for any subcontractor, person, or entity previously selected if the Town makes a reasonable objection to such substitution. Contractor shall not contract with any subcontractor to whom Town has made a reasonable objection. Contractor shall not be required to contract with anyone to whom he has made a reasonable objection.

7. Insurance: Contractor shall provide and maintain minimum insurance limits as follows:

<u>Coverage Afforded</u>	<u>Limits of Liability</u>
Worker's Compensation	Statutory
Employer's Liability	\$100,000.
Comprehensive General Liability Insurance	\$1,000,000. - Bodily Injury Combined Single Limit
Including:	\$1,000,000. Property Damage
Comprehensive Automobile Liability Insurance	\$1,000,000. - Bodily Injury Combined Single Limit
Including:	\$1,000,000. Property Damage
(a) Non-owned Vehicles	
(b) Leased Vehicles	
(c) Hired vehicles	

7.1. 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 with "Best Rated A" or better by the A.M. Best Company. The policies shall contain a provision that the policy will not expire, be cancelled or materially changed to affect the coverage available without thirty (30) days advance written notice to the Town. Failure to maintain insurance as specified shall result in termination of this Agreement at the Town's option.

7.2. By requiring insurance herein, the Town does not represent that coverage and limits will be adequate to protect Contractor. The Town reserves the right to review any and all of the insurance policies and/or an endorsement 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.

7.3. All insurance coverage and self-insured retention or deductible portions, except Workers Compensation insurance 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.

7.4. 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 are satisfactorily performed, completed and formally accepted by Town.

7.5. Contractor's insurance shall be primary insurance. All insurance, except Workers' Compensation and Professional Liability, shall provide protection of the Town as an Additional Insured.

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

7.7. Within two weeks after executing this Agreement and prior to commencing any activities authorized by this Agreement, Contractor shall furnish the Town with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by 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 of 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 Manager. If any of the above-cited policies expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

8. **Governing Law:** This contract shall be governed by the laws of the State of Arizona.

9. **Compensation and Method of Payment.**

9.1 All compensation for complete and satisfactory completion of Services rendered by Contractor, including its subcontractor(s), shall be set forth in **Exhibit B** and shall not exceed \$2,985.00 per month.

9.2 Method of Payment. Method of payment shall be set forth in **Exhibit B**. 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.

9.3 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.

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

9.5 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.

10. 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.

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.

11. Change Orders: A change order is a written order to the Contractor signed by the Public Works Manager or other person designated in the Contract Documents, issued after execution of this Contract, authorizing a change in the Work or an adjustment in the contract sum or the contract time. A change order signed by the Contractor indicates his agreement therewith. A form of change order is attached hereto as **Exhibit C**. Town, without invalidating the contract, may order changes in the Work, in the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and the contract time being adjusted accordingly. All such changes in the Work shall be authorized by change order, and shall be performed under the applicable conditions of the contract documents. The Public Works Manager shall have authority to order minor changes in the Work not involving an adjustment in the contract sum or extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order, and shall be binding on the Town and the Contractor. The Contractor shall carry out such written orders promptly.

12. Contract Term: If funds for this Contract are not appropriated or budgeted by July 1, 2024, Town may terminate this contract by giving written notice to Contractor. Otherwise, the Town may award a one (1) year contract with an option to renew for up to two (2) 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. If at least 60 days prior to the end of the original term the Contractor requests a price adjustment, Contractor shall submit evidence of increased costs to the Town. Any price adjustment shall be in the sole discretion of Town and shall not exceed the amount of increased cost to the Contractor. Price adjustment requests shall be a factor in the Contract extension review process. A price adjustment of less than 10% of the original contract price may be approved by the Purchasing Officer. The Town Council must approve renewal in all other cases. Any renewal shall be in writing and shall expressly state the prices for the services during the renewal term. Any renewal shall be contingent on funds being appropriated or budgeted for the renewal term.

13. Successors and Assigns: The Town and the Contractor each binds himself, his partners, successors, assigns and legal representatives to all covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract or sublet it without the written consent of the other, nor shall the Contractor assign any monies due or to become due to it without the previous written consent of the Town.

14. Written Notice: All notices and demands required or permitted by this contract shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Paragraph; (2) delivered personally to the authorized representative of the parties to this Contract; or (3) if given by telefacsimile, when addressed and transmitted to the respective telefacsimile number as specified below or to such other address or telefacsimile number as may be furnished by either party to the other pursuant to this Paragraph, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by telefacsimile immediately shall send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Paragraph.

NAME OF CONTRACTOR

Tim Blake
Managing Partner
P.O. Box 611
Litchfield Park, Arizona 85340
623-433-3636
623-536-3214 (Fax)

TOWN OF YOUNGTOWN

Jeanne Blackman
Town Manager
12030 N. Clubhouse Square
Youngtown, Arizona 85363-1212
623-933-8286
623-974-5951 (Fax)

15. **Claims for Damages:** Should either party to the contract suffer injury or damage to personal property because of any act or omission of the other party or of his employees, agents for whose acts it is legally liable, claims shall be made in writing to such other party within a reasonable time after the first observance of such injury or damages. The Contractor shall be required to report all claims to the Town within one year of their occurrence or completion of the Contract whichever is earlier.

16. **Rights and Remedies:** The Contractor shall be held responsible for the duties and obligations imposed by the Contract Documents and the rights and remedies available by law. No action or failure to act by the Town or Contractor shall constitute a waiver of any right or duty afforded them under the contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach of the contract, except as may be specifically agreed in writing.

17. **Right of Cancellation:** Under Section 38-511, Arizona Revised Statutes, as amended, the Town of Youngtown may cancel any contract it is a party to within three years after its execution and without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee or agent of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract. In the event the Town elects to exercise its rights under Section 38-511, Arizona Revised Statutes, as amended, the Town agrees to immediately give notice thereof to Contractor.

18. **Litigation:** Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, then all litigation and collection expenses, witness fees, court costs, and attorney's fees shall be paid to the prevailing party. Nothing herein shall preclude non-binding arbitration if the parties so elect in the event of a dispute hereunder.

19. **Force Majeure:** In the event either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Contract, the obligations hereunder of the parties, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused, but for no longer period. The term "force majeure" as employed in the Contract shall mean acts of God, strikes, lockouts or other industrial or labor disturbances, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, civil disturbances, injunctions, and other interruptions beyond the reasonable control of the parties. Nothing herein contained shall be construed as requiring either party to settle a strike or labor dispute against its will. Nothing herein shall prohibit Town at its expense from using whatever self-help remedies which may be available to it.

20. **Modifications/Amendments:** The Town and the Contractor agree that this Agreement represents the entire agreement of the parties. Any modification or amendment hereto shall be performed in writing and signed by the Town and the Contractor.

21. Federal, State and Local Laws: Contractor warrants that in the performance of this Contract it shall comply with all applicable Federal State and local laws and ordinance and all lawful orders, rules and regulations. This warranty includes, but is not limited to, the following:

Immigration Law Compliance Warranty.

21.1. 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.

21.2. 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.

21.3. 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. 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. Town at its option may terminate the Contract after the third violation. 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).

21.4 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.

21.5 If state law is amended, the parties may modify this paragraph consistent with state law.

22. 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.

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

24. 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.

25. **Israel:** To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, Contractor hereby certifies that it is not currently engaged in and agree for the duration of this Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S. § 35-393.

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

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed, the day and year last herein written.

TOWN OF YOUNGTOWN

BY _____
Michael LeVault, Mayor

Date _____

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Pierce Coleman PLLC
Town Attorneys

CONTRACTOR NAME

BY: _____
ITS: _____
Date _____

EXHIBIT A

SCOPE OF WORK

The work shall consist of the provision of all labor, materials, equipment, and transportation required to complete the maintenance of Town of Youngtown parks and open spaces as identified in **Appendix A**, in strict accordance with the conditions and specifications of Contract Documents. In all cases, the site boundaries extend to any fence, wall, or gutter line of the adjacent street, including all sidewalks and tree wells. If a fence lies between the park area and an adjacent building or gutter line, the site boundaries extend to that building or gutter line. The work shall include, but is not necessarily limited to, the following:

- Initial site visit and assessment with Town representative(s).
- Securing any necessary permits and approvals as may be required before commencement of any work requiring same, including Blue Stake.
- Providing a schedule of work for Town's review and approval.
- Meeting with Town staff on a periodic basis.
- Edging.
- Mowing and trimming around trees.
- Litter and debris pickup, to include removal of trash from trash cans, replace contractor supplied trash bags in trash can.
- Blowing of hardscape areas.
- During the winter season when grass is dormant and the grass does not require mowing: trimming of shrubs and light tree trimming.
- Testing of sprinkler systems and repair of same from the valve forward to and including the sprinkler head. Checking and adjustment of sprinkler and drip systems for proper coverage. Seasonal adjustment of timer systems.
- Storm clean-up. (See Technical Specifications for Storm Events)
- 111th Ave. bus stop trash receptacle removal to include replacement of trash bags.

Safety Requirements/Equipment.

- The Contractor shall comply with the safety requirements of local, state and federal agencies, including but not limited to personal safety devices as required by OSHA.
- The Contractor shall comply with the Town of Youngtown ordinances concerning the use of gas-powered mowers, trimmers or blowers, and dust control.
- The Contractor shall furnish all tools and labor necessary to perform the work.

Care and Protection of Persons and Property.

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- Employees on the site and other persons who may be affected thereby;
- The work, materials, and equipment to be incorporated therein, whether in storage or on site, under the care, custody or control of the Contractor or subcontractors;

- Other property at the site or adjacent or in close proximity thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement; and,
- Any other property of the Town, whether or not forming part of the work, located at the site or adjacent thereto in areas to which the Contractor has access.
- These precautions require compliance with the Town of Youngtown Municipal Code, in particular compliance with local noise ordinances, Blue Stake regulations, and dust control requirements.
- The Contractor shall not drive onto or across any turf areas with vehicles other than its turf tractors and related lawn-care equipment, without the expressed permission of the Town. Should the Contractor violate this provision, the Town shall hold the Contractor responsible for any restorative work, including but not limited to turf aeration, over seeding or sod replacement, and irrigation repair.

Communications.

- The Contractor shall provide to the Public Works Manager or her/his designee all telephone, or cellular numbers where its representative(s) may be reached between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, during the Contract term. The Public Works Manager or her/his designee will provide same to the Contractor.

TECHNICAL SPECIFICATIONS

The maintenance of all parks and other locations, including open spaces, within the scope of this contract will be directed by the Public Works Manager or her/his designee. The Contractor shall pay close attention to the provisions of the General Conditions of these Contract Documents, as well as the Technical Specifications described herein.

Maintenance Method.

- ***Planting, Weeding and Edging.*** The Contractor shall edge along boundaries as identified by the Town in the initial site visit and assessment, and maintain them throughout the growing season. Edging shall be performed using either a gas-powered edger or hand edgers. Edging with a string trimmer may be acceptable, provided reasonable and necessary precautions are taken to protect plants and shrubs. Planting beds and mulched areas shall be kept weed free throughout the growing season. Weed control in planting beds and rock areas shall be the responsibility of the Contractor. Weeds shall be removed manually, including the root stock or by chemical means or machinery used for weed removal.
- ***Mowing.*** The Contractor shall mow all turf areas as necessary; for example, mowing will likely be necessary weekly during warmer months, but not during winter months when the grass is dormant. Weather permitting; mowing shall be completed on the same day of the week. The Contractor and the Town shall agree upon the optimum day prior to the beginning of the growing season. The Town shall reserve the right to adjust the designated

day of the week based on seasonal programming schedule changes, with advance notice to the Contractor. The Town reserves the right to direct the Contractor to postpone a scheduled mowing due to weather or other uncontrollable conditions. All litter and debris (including but not limited to sticks, branches, stones, paper, cigarette butts, glass, cans, fecal matter, balls, balloons, etc.) shall be removed from the turf area prior to mowing. Care shall be taken to avoid clumping, scalping, or damage to trees, shrubs, and other park accessories. The mowing height shall be 2½ inches throughout the season, unless otherwise directed by the Town. The Town may instruct the Contractor to mow at a lower height for the final mowing of the season. The Contractor shall ensure that mower blades are sharpened at least once weekly. The Contractor shall not fuel equipment on any turf area. Grass clippings will be discharged on-site unless otherwise determined at the initial site visit and assessment. All athletic fields shall be mowed with a deck width not smaller than 60 inches unless otherwise directed by the Town. In areas large enough, mowing patterns shall vary weekly.

- **Trimming.** The Contractor shall not be normally responsible for tree trimming. The Town may request the Contractor to trim trees and/or shrubs in lieu of mowing or during the winter months when mowing is not necessary. The Contractor shall be responsible for trimming grass around trees (as described more fully below), and shall trim all areas on the same day that mowing takes place. Areas to be trimmed (along, around, adjacent to, under, in, on, etc.) shall include but are not necessarily limited to: fence lines, benches, bleachers, gates, infield edges, planting beds, walls, walkways, curbs, signs, trees, tree wells, play equipment, embankments, drinking fountains, fire hydrants, or any other areas within the property where tall grass and/or weeds are present. The Contractor shall ensure that lawn areas are not scalped and that trees, shrubs, groundcovers, flowers, etc., are not girdled or damaged. Following mowing and trimming, the Contractor shall clear all hardscape and play areas of weed and grass clippings and dispose as litter.
- **Irrigation Repair; Seasonal Adjustment.** The Contractor shall be responsible for irrigation repair from the valve(s) forward to include the sprinkler head. Main line repairs and valve repairs/replacements will be an additional charge to the Town after discussion and approval from the Town to repair. Sprinkler heads are to be checked and adjusted to provide proper turf coverage. Drip systems will be checked and adjusted to provide the proper water volume per plant requirements. Automatic water timers will be seasonally adjusted to provide sufficient water while attempting to conserve water. The replacement of trees and shrubs due to Contractor negligence, i.e., insufficient or over watering, and costs for similar landscape material, will be absorbed by the contractor.
- **Blowing.** All hardscape areas, including but not limited to walkways (asphalt, concrete, or stone dust), driveways, sidewalks, basketball courts, playground surfacing, tracks, etc., shall be blown free of litter and debris once per week on the same day that mowing activity takes place. Any litter or debris collected shall be disposed (see section labeled “Litter and Debris Pickup”). Under no circumstances shall any litter or debris be blown, swept or raked onto an adjacent street, gutter, or into a catch basin.

- ***Litter and Debris Pickup; Rubbish Consolidation.*** Litter and debris are defined as both organic and inorganic material, including, but not limited to, those items in the section labeled “Litter and Debris Pickup”, which are present within the site boundaries, including but not limited to turf areas, planting beds, playground areas and courts, and hardscape areas (including sidewalks and gutters). Rubbish is defined as any material that has been collected in barrels, bags, baskets, or other containers with the intent of further disposal off site. Litter, debris, and rubbish shall be collected and removed from the site by no later than the end of each day of work on site. Contractor to remove trash from park trash cans and replace trash bags with contractor supplied trash bags.
- ***111th Ave. Bus Stop Trash.*** Bus stop trash at six bus stops along 111th Ave., to be removed weekly. Contractor to replace trash bags with contractor supplied trash bags.
- ***Playground Surfacing.*** In playground areas with loose-fill surfacing (e.g., wood fiber, sand, shredded rubber, etc.), the Contractor shall remove and dispose of all litter and debris (see section labeled “Litter and Debris Pickup”) on the same schedule as litter and debris pickup in the remainder of the site. The Contractor shall then rake the loose-fill surfacing to a level grade, taking care to eliminate ruts or depressions in high traffic areas (e.g., under swings, at base of slides). For surfaces of poured rubber or rubber tiles, the Contractor shall remove and dispose of all litter and debris, and if any loose-fill surfacing has migrated from adjacent areas, return that material to the original area.
- ***Storm Events.*** In the event of a major rain, wind, or dust storm, the Contractor shall, within forty-eight hours, contact the Town to determine whether, and where, clean-up of landscape is required due to the storm. The contractor shall provide a quote to clean up storm damage. If the quote is authorized and approved by the Town, the Contractor shall be responsible for conducting all work necessary to clean-up the areas described in this Contract to their pre-storm condition of receiving the Town’s approval. Such work may include, but is not limited to, removing tree branches, staking or re-staking of trees.
- ***Inspection, Remedies, and Acceptance.*** The Town may inspect the sites within the scope of work of these Contract Documents on each day that the Contractor performs work there. The Town shall inform the Contractor’s on-site Managing Agent, and inform the Contractor in writing if necessary, of any deficiencies in the work. The Contractor and the Town shall agree on a timetable for the remedy of any deficiencies. Upon completion of the remedies, and after another inspection of the site, the Town shall notify the Contractor of the Town’s acceptance of the work. The Contractor shall not invoice the Town for any work that has not been accepted by the Town.

Contractor is responsible for inspecting all locations, existing landscaping and conditions prior to execution of this Contract and execution represents that the Contractor is familiar with the same.

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 114th Avenue and Alabama Avenue: Landscape type is grass and rock and playground areas; grass covers approximately 0.521 acres and rock covers approximately 0.040 acres.
- Citizens Dog Park, located at 113th Avenue and Alabama Avenue: Landscape type is grass; area is approximately 0.425 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 C. Uribe Memorial Park, located at Agua Fria Parkway and Olive Avenue: Landscape type is grass; area is approximately 3.5 acres.
- 111th Avenue west side located south of Grand Avenue proceeding south to Peoria Avenue: Bus Stop (6) trash receptacles.

EXHIBIT B

PAYMENT SCHEDULE

A. Compensation

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.

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 C
CHANGE ORDER**

CHANGE ORDER NO. _____

Distribution:	TOWN	[]
	CONTRACTOR	[]
	OTHER	[]

PROJECT: _____

DATE:

OWNER: Town of Youngtown

CONTRACTOR:

AGREEMENT DATED:

CHANGES: The Agreement is changed as follows:

Not valid until signed by both Town and 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
By _____

Town of Youngtown
By _____

Date _____

Date _____

STATE SOLE PROPRIETOR'S WAIVER (ATTACH)

ORDINANCE NO. 2024-02

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE CODE OF YOUNGTOWN, ARIZONA, TITLE 10 VEHICLES AND TRAFFIC BY AMENDING CHAPTER 10.12 TRAFFIC CONTROL REGULATIONS, BY ADOPTING A NEW SECTION 10.12.076 ALLEYWAY RESTRICTIONS; HOURS OF OPERATION; POSTING OF SIGNAGE, RELATED TO ADOPTION OF ALLEYWAY RESTRICTIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council desire to adopt regulations to protect the health, safety, and welfare of the Town of Youngtown and its residents by regulating use of alleyways;

WHEREAS, alleyway restrictions are important to ensure access by adjoining lots and emergency services while limiting the potential for criminal activity and nuisances during late night and early morning hours; and

WHEREAS, the following regulations are established by the Town for designating hours of operation and restricting use of alleyways with the proper posting of signage.

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

Section I. In General.

The Code of Youngtown, Arizona, Title 10 Vehicles and Traffic is hereby amended by amending Chapter 10.12 Traffic Control Regulations, by adopting a new Section 10.12.076 Alleyway Restrictions; Hours of Operation; Posting of Signage to read as follows (deleted text in ~~strikeout~~; new text in ALLCAPS):

10.12.076 - ALLEYWAY RESTRICTIONS; HOURS OF OPERATION; POSTING OF SIGNAGE.

THE TOWN MANAGER IS AUTHORIZED TO ESTABLISH HOURS OF OPERATION FOR ALLEYWAYS IN THE TOWN IN CONSULTATION WITH THE TOWN'S LAW ENFORCEMENT PROVIDER, FIRE DISTRICT, COMMUNITY DEVELOPMENT MANAGER, AND PUBLIC WORKS DIRECTOR. THE DIRECTOR SHALL POST SIGNS NOTIFYING THE PUBLIC OF ANY HOURS OF OPERATION AND TIME RESTRICTIONS ADOPTED BY THE TOWN MANAGER. IT IS UNLAWFUL FOR ANY PERSON TO OPERATE ANY VEHICLE OR OTHERWISE ENTER AND USE AN ALLEYWAY IN THE TOWN AFTER SUCH HOURS OF OPERATION PROVIDED SUCH TIME RESTRICTIONS ARE PROPERLY POSTED TO PROVIDE NOTICE. NOTWITHSTANDING THE FOREGOING, EMERGENCY

SERVICES' PERSONNEL SHALL MAINTAIN ACCESS AT ALL TIMES TO TOWN ALLEYWAYS. PROPERTY OWNERS AND BUSINESSES RELYING UPON ALLEYWAYS FOR ACCESS TO THEIR LOTS MAY ALSO REQUEST AN EXEMPTION FROM THE REQUIREMENTS OF THIS SECTION BY SUBMITTING AN APPLICATION TO THE COMMUNITY DEVELOPMENT MANAGER FOR A PERMIT AUTHORIZING LATE NIGHT AND/OR EARLY MORNING ALLEYWAY ACCESS.

Section II. Providing for Repeal of Conflicting Ordinances.

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

Section III. Providing for Severability.

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

Section IV. Providing for Penalties.

Any person, firm, company or corporation, whether as principal, owner, agent, tenant, employee or otherwise, violating, disobeying, omitting, neglecting or refusing to comply with any provision of this title, or violating or failing to comply with any order or regulation made hereunder, is guilty of a class one misdemeanor, punishable upon conviction by a fine of not less than five hundred dollars (\$500) nor more than twenty-five hundred dollars (\$2,500), imprisonment for a period not to exceed six (6) months, or by both such fine and imprisonment. Each day that a violation continues shall be a separate offense.

Section V. Zoning Considerations.

In accordance with Article II, Sections 1 and 2, Constitution of Arizona, and the laws of the State of Arizona, the Town Council has considered the individual property rights and personal liberties of the residents of the Town and the probable impact of the proposed ordinance on the cost to construct housing for sale or rent before adopting this ordinance. The Town Council has also considered a housing impact statement in accordance with A.R.S. § 9-462.01(J)(1)-(3).

Section VI. Declaring an Emergency.

The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the Town of Youngtown, and an emergency is hereby declared to exist. This Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Common Council of the Town of Youngtown.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this 18th day of April, 2024, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this 18th day of April, 2024.

Michael E. LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

I, NICOLE SMART, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2024-02 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN ON THE 18th DAY OF APRIL, 2024, WAS POSTED IN THREE PLACES ON THE 19TH DAY OF APRIL, 2024.

Nicole Smart, Town Clerk

NO INSERT