



# YOUNGTOWN Village Reporter

March 2011 Business and Government Working for You Vol. 5 No. 3

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Flat Stanley from Kentucky - Page 8

## Explore and shop Youngtown

Did you know . . .

- There are 120 storefront businesses in Youngtown?
- A plumbing business is the longest operating Youngtown business for over 40 years?
- Youngtown's 1.12 square miles contain 82 categories of businesses?
- The Surprise Regional Chamber of Commerce (formerly Northwest Chamber) began in Youngtown?



The Town of Youngtown maintains the Youngtown Business Directory. Hard copies are available at the Town Offices, Library and online at [www.youngtownaz.org/businesses](http://www.youngtownaz.org/businesses). If you have any question about a particular business or category, contact the Town Administrative Office, 623-933-8286.

Explore and support Youngtown's business community by shopping local.

## How to obtain a building permit - Part one

Hello from the public works department. Last month Public Works Manager Mark Hannah promised to bring to you an article from our Building Inspector/Plans Reviewer, Jim Fox, on the process of obtaining a building permit. In the below article, Jim will begin explaining when you need

to get a permit, how you go about getting one, what you will need to provide and answers to many common questions. We will run part two of this article in next month's publication. As always, you are encouraged to contact either Jim or Mark at 623-933-8286 if you have further questions. Until next

month, take care.

### Homeowner's Guide to obtain a Building Permit:

The Town of Youngtown understands that the average homeowner wants to not only improve the look of their home, but they also want to improve its value. In order to achieve this, the homeowner must first apply for a building permit. The application for this permit will allow the project to be reviewed to the currently adopted codes. After the review has been completed and approved, a permit may be issued and the construction and inspection process may begin. Once the inspection process has been completed the additional assessed value can be added to the previous value of the property.

Obtaining a permit prior to the work being done will assure the homeowner that the Town of Youngtown considers their project an important upgrade to the neighborhood as well as the homeowner. The Town's Building Safety Office is dedicated to helping homeowners successfully complete their home im-

provement projects.

### Do I need a permit?

ALL residents in the Town of Youngtown, Arizona who intend to construct, enlarge, alter, repair, move, demolish, or change the occupancy type of a building or structure OR erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, regulated by the Town of Youngtown adopted codes, shall first obtain a permit for such work.

If you are not sure whether or not you need a permit, please feel free to call the Town's Building Safety Office at 623-933-8286.

### Work exempt from permits

According to the 2006 International Building Code, the following items are exempt from requiring a permit:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed one hundred and twenty (120) square feet. This requirement is also subject to

the Town of Youngtown's current Zoning Ordinance for "set back" requirements.

2. Oil derricks.
3. Retaining walls that are not over four (4) feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
4. Water tanks supported directly on grade if the capacity does not exceed five thousand (5000) gallons and the ratio of height to diameter or width does not exceed 2:1.
5. Sidewalks and driveways not more than thirty (30) inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.
6. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
7. Temporary motion picture, television and theater stage sets and scenery.
8. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than twenty-four (24)

inches deep, do not exceed five thousand (5000) gallons and are installed entirely above ground.

9. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

10. Swings and other playground equipment accessory to detached one and two family dwellings.

11. Window awnings supported by an exterior wall that do not project more than fifty-four (54) inches from the exterior wall and do not require additional support and are attached to Group R-3 or U occupancies.

12. Non-fixed and movable fixtures, cases, racks, counters and partitions not over five (5) feet nine (9) inches in height.

### Electrical

1. Permits are not required for the following items: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

### Gas

1. Portable heating appliances.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

### Mechanical

1. Portable heating appliances.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration systems containing ten (10) pounds or less of

**MORE PERMIT ON 4**

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## It's a cold February

On Ground Hog Day, February 2, 2011, while Punxsutawney Phil was unable to see his shadow and thus an early spring was predicted - Youngtown Clubhouse Square celebrated with our very own ice sculpture fountain.

Temperatures had dropped to the lowest in the history of this part of the state - hovering around and below freezing. We enjoyed the sculpture, although the birds will be happier once our more temperate winter season returns.





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## Message from the Mayor... Thank You

By **HONORABLE**  
**MICHAEL LeVAULT**  
 MAYOR  
 TOWN OF YOUNGTOWN

Thank you for the trust you have placed in your Town Council and staff to make the fiscally responsible decisions that are helping us weather this historic recession and move our state's economy in the right direction.

Severe declines in revenue have required many difficult but necessary choices over the past few years. We have learned to be more efficient, to innovate and do more with less. In Youngtown government, just as in the private sector, frugality has become the watchword for doing business. However, while being ever more frugal, we have still managed to find ways to maintain critical levels of service and continue with important infrastructure improvements such as the recent Peoria Avenue reconstruction and fire-flow (water system) upgrades, which will begin later this year.

Our Arizona cities and towns can and should be engines for future economic growth and job creation - working hard to recruit and retain employers in order to provide good jobs for our citizens while contributing to the economic health of our community and state. A strong economy makes it possible to provide essential services such as public safety, clean and abundant water, parks, libraries and public transportation systems.

These vital services and amenities touch us daily and weave the very fabric of community while improving the quality of our lives. It is this quality of life

which fuels the economic engine of Arizona - attracting and growing businesses and employers.

In a recent statewide poll, Arizona citizens overwhelmingly reaffirmed their trust in local governments. The poll, commissioned by the League of Arizona Cities and Towns, reconfirmed that Arizonans believe what we, as elected leaders already know: Services provided at the town and city level are absolutely vital. The same poll showed strong statewide support for maintaining and protecting Arizona's longstanding policy of shared state revenues, which provide much of the funding for those important services. More than 90 percent of the state tax revenue is generated from economic activity in cities and towns. Economic recovery in Arizona requires that we cultivate and strengthen our towns and cities, helping them thrive as attractive communities in which to raise families and do business. We are all in the same economy and as Benjamin Franklin said, at the signing of the Declaration of Independence, "We must all hang together, or assuredly we shall all hang separately."

Thank you again for your continued trust and support.



**Mayor**  
**Michael LeVault**



**Vice Mayor**  
**Jack Duran**



**Councilmember**  
**Margaret Chittenden**



**Councilmember**  
**Susan MacKay**



**Councilmember**  
**Dorena Mello**



**Councilmember**  
**Shirley Oglesby**



**Councilmember**  
**Judy Johnson**

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[www.pethealthpharmacy.com](http://www.pethealthpharmacy.com)

**2011 Youngtown Elections**

The Town of Youngtown will hold a **Primary Election** on Tuesday, March 8, 2011 to fill three Council terms expiring in June 2011. Two candidates, Jacob Duran and Dorena Mello, filed before the December 8, 2010 candidate filing deadline. One candidate, Shirley Oglesby, has filed as a Write-in candidate for the third Council seat.

To win the Council seat in the Primary Election, the candidate must have a majority of the total ballots cast in the election (50% plus one). Those candidates not elected outright in the Primary Election will be on the General Election ballot on May 17, 2011.

The Town of Youngtown is also holding a Special Election on March 8, 2011 to ask the voters to approve 25-year franchise agreements with Arizona Public Service Company (APS) and Southwest Gas Corporation.

In late February sample ballots were mailed to every household that has a registered voter. A copy of the sample ballot is available on the Town's website [www.youngtownaz.org](http://www.youngtownaz.org).

**Youngtown Village Reporter**

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 Published monthly by the Town of Youngtown  
 12030 Clubhouse Square, Youngtown, AZ 85363  
 (623) 933-8286 Fax (623) 933-5951  
 TDD (623) 974-3665

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## TOWN OF YOUNGTOWN COUNCIL ACTIONS REGULAR MEETINGS

Disclaimer: This document does not contain the complete official meeting minutes but is intended to provide information about meeting activity. To obtain official meeting minutes, please contact the Young-

town Clerk's Office.

DATE: THURSDAY, February 3, 2011  
TIME: Immediately following 6 p.m. board of Adjustment Meeting  
PLACE: TOWN CLUB-

HOUSE, 12033 CLUBHOUSE SQUARE  
APPROVED: Resolution 11-02 repealing Resolution 07-04 and adopting eligibility requirements and rules for usage of the Town Clubhouse by the general

public.

APPROVED: Resolution 11-05 amending the policy and administrative guidelines manual of the Town of Youngtown, Arizona by amending guidelines 1030 Medical Inquires to clarify employee's responsibility for costs for failure to keep medical inquiry appointments.



Sgt. Evans and Youngtown's K-9, Cisco, visit elementary students at Sunset Hills Elementary.

### Evans and Cisco visit Sunset Hills Elementary

On January 28, Sgt. Evans and his faithful companion, Youngtown K-9 Cisco, visited students at Sunset Hills Elementary in Surprise. The children and the teachers were very happy to have them. This is the third year the pair have been asked to visit the school.

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## PERMIT: Building, From 1

refrigerant and actuated by motors of one (1) horsepower or less.

**Plumbing**

1. The stopping of leaks in drains, soil, waste, or vent pipe, provided, however, that should any trap, drainpipe, soil, waste, or vent pipe become defective and it becomes necessary to remove and replace the same with new material, the same shall be considered as new work and a permit shall be procured and inspection made as provided in the currently adopted Plumbing Code.

2. The clearing of stoppages, including the removal and reinstallation of water closets, or the repairing or leaks in pipes, valves, or fixtures, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes, or fixtures.

**Work that is started without a permit**

Starting work without a permit can result in the homeowner undergoing some serious hardships, such as being cited by one of the Town's Code Compliance Inspectors. If the work does not meet the currently adopted Building Codes, that work may have to be removed and plans may be required to be submitted for review.

It is the responsibility of the homeowner to contact the Town of Youngtown's Building Safety Office (623-933-8286) for information about their specific project. Additional restrictions due to zoning issues that may require a variance could be imposed. There are also restrictions concerning Public Utility Easements (PUE's). Please check with The Town's Building Safety Office for more information.

**Obtaining a building permit**

If the homeowner of the property has no intention of renting or selling their property, and is the occupant at the time of submitting plans for review to obtain a permit, they can pull the Building Permit. Available The Town's Building Safety Office is an Owner-Builder Declaration form that is required to be signed and dated specifying that the homeowner complies with the state law requirement of occupying the home.

If the homeowner is not the primary occupant of the home, then the homeowner is required to hire a licensed contractor who will assume responsibility for the work that is to be done.

Construction drawings will be required at the time of submittal for a permit. If you, as the homeowner, are only seeking information on how to obtain a permit for your project, then you may only be required to provide a sketch of the project you intend to build. The type of project you desire to build will determine the types of plans you will be required to submit.

In some cases the type of permit you are trying to obtain may not require plans. This type of permit may be limited to the information that is filled out on the building permit application, which can be found at the Town's Building Safety Office. Please check with the Building Safety Office (623-933-8286) for more information.

For your home improvement project you may do the work yourself, or have a friend or family member help you with your project.

**Who is responsible for drawing my construction plans?**

You may draw the plans yourself, provided all information is legible and designed to meet the requirements of the Town's currently adopted Building Codes. The Town's Building Safety Office will assist you with your project by reviewing it for information related to building, electrical, mechanical, plumbing and zoning setbacks, however, this process "DOES NOT INCLUDE DESIGNING THE CONSTRUCTION PLANS." You, as the homeowner, may hire an architect or choose a drafting service, should you find the plans too difficult to draw yourself.

**How long does it take to get my permit?**

Once your drawings are submitted, they will be reviewed to show compliance with the Town of Youngtown's currently adopted Building Codes. The Town's

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# Friends of the Library rings and things

Origami is the Japanese art of paper folding and the Friends of the Youngtown Public Library had the privilege of having a new member pay her dues in a very unique way.

Donna Lanus of Sun City explained that her husband, Bob, learned the art from an old man in Iowa. With that knowledge and a how-to-book, he is able to create fascinating items.

Her dues are one dollar

books folded into many different shapes. They will be on display at the Library, soon. The Friends of the Library have many talented and interesting members. Of course, the common bond is our love of books.

As the pictures show, you can learn anything from books.

We would love to have you join us. The dues are \$10.00 a year. We meet on the 3rd

Friday of every other month (starting in January) at the Youngtown Club House at 9:00 a.m.

For more information, please call Pat Druehl, of the Friends at 623-974-9816 or contact the Library at 623-974-3401.

**Donna Lanus of Sun City pays her dues to the Friends of the Youngtown Public Library with her origami.**



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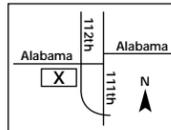
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**\$74<sup>95</sup>**

**Cooling System Flush**

Regular price \$109.95

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**\$99<sup>95</sup>**

**Transmission Flush**

Regular price \$109.95

**Coyote Tire & Auto**

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**Parts & Labor**

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## AARP News - Members invited to March 4 meeting

The next meeting of AARP Chapter #1 will be on Friday, March 4, in the Town of Youngtown Council Chambers located at 12033 Clubhouse Square.

The meeting will begin at 5:30 p.m. with a potluck dinner, followed by a short program (TBD) and then updates on the upcoming Shred-a-Thon, National/State AARP communications and volunteer activities by Chapter members.

All National AARP members are invited to attend and to consider joining Chapter #1 - with more than 50 years of serving Arizona and the West Valley!

For more information, please contact Chapter #1 President Arky Muscato at 623-362-0605.

and volunteer activities by Chapter members.

For more information, please contact Chapter #1 President Arky Muscato at 623-362-0605.

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## March over to the Youngtown Library



Here comes March – in like a lion and out like a lamb (maybe back east). We are so fortunate to have reasonable weather at this time of the year. March is the beginning of spring.

Why not March or spring right over to the Library and see what we have to offer?

• **New Books** - Please check out the new titles we offer. There is a section next to the patron card catalogue where our library puts newly purchased and new to us donated books. You are allowed to take out two of our new selections.

• **Patron Card Catalogue** - Come and do your own library searches. You can also renew your own books after you create an account. Why not ask about this service?

• **Newspapers and magazines** - We still have newspapers and monthly magazines for those of you who like to sit awhile and enjoy the quiet of the library for reading.

• **Public Internet access** - The library maintains four public computers for use in such activities as accessing email and doing research.

Want to do something to enhance what our library has to offer? We have openings for volunteers. There are two shifts each day. The morning shift is from 10 a.m. - 1 p.m. and the afternoon shift is from 1 p.m. - 4 p.m. We provide the training. All we need is your willing attitude, a smile for our patrons and a completed volunteer application. Please see

Nancy or Twila if you are interested. Due to budget constraints, the library will be home to fewer magazines next year. If you would like to contribute a subscription to the library, please see Nancy or Twila. Thanks to Char and Ed Johnson of Youngtown for their gift subscriptions of Living Magazine and Birds in Bloom Magazine. We thank you in advance.

Here are some interesting facts about March:

- Women's History Month
  - Music in our schools' month
  - March 2 - Dr. Seuss' Birthday
  - March 3, 1931 - Francis Scott Key wrote the Star Spangled Banner
  - March 13, 1781 - Uranus was discovered
  - March 17 - St. Patrick's Day
  - March 19 - The Swallows return to Capistrano
  - March 20 - First day of spring
- We hope to see you at the Library!  
Nancy, Twila and the volunteers

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## Arts in the Park Live Concert

Sunday, March 20, 2011  
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Admission**

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# Youngtown is host city for Flat Stanley from Kentucky

By **SUSAN MACKAY**  
COUNCILMEMBER

I had never heard of Flat Stanley before a few weeks ago. Then, my friend from Kentucky asked if my husband and I would mind hosting Flat Stanley for several weeks. All we'd have to do is show him around town and introduce him to fun things in the Phoenix area.

Flat Stanley turned out to be a paper cutout of a

young boy. According to Wikipedia.org, Flat Stanley originated from a 1964 children's book written by Jeff Brown and illustrated by Tomi Ungerer. A little boy named Stanley was asleep in his bed, when a bulletin board fell on him, flattening him like a pancake. However, Stanley makes the best of the situation, and finds that he is able to visit his friends simply by being mailed in an envelope. Stanley even

travels to California!

In 1995, Dale Hubert, a third grade teacher in London, Ontario, Canada developed the Flat Stanley Project. This project was to facilitate letter writing by school children. The children would write to each other to document where Flat Stanley had gone with them. Wikipedia.org states that in 2005, the Flat Stanley Project was in more than 6,000 classes from 47 countries. Students mail a Flat



Flat Stanley from Kentucky pictured with Cisco

Stanley to friends and family. The friends and family help recreate Stanley's adventures, as they take Flat Stanley around with them, taking photos to document their fun times.

My friend's son, CJ, mailed us his Flat Stanley. My husband and I showed him around Youngtown - showing him a lot of the neat things that our Town has to offer. We went to

**MORE FLAT STANLEY ON 9**

## APS Franchise Agreement

**RESOLUTION NO. 11-03 A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, DECLARING THAT THE TOWN COUNCIL DEEMS THE GRANTING OF A CERTAIN FRANCHISE BENEFICIAL FOR THE TOWN OF YOUNGTOWN; ORDERING AN ELECTION TO BE HELD ON MARCH 8, 2011 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED ELECTORS OF THE TOWN OF YOUNGTOWN THE QUESTION AS TO WHETHER OR NOT A FRANCHISE SHALL BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY**

WHEREAS, Arizona Public Service Company is desirous of obtaining a franchise with the Town of Youngtown in the form attached hereto as Exhibit A; and, WHEREAS, the Town of Youngtown has determined that the granting of the proposed franchise for Arizona Public Service Company is beneficial to the Town; and, WHEREAS, the Town of Youngtown, at the request of Arizona Public Service Company, desires to conduct an election for the purpose of submitting to the qualified electors of the Town of Youngtown the question of whether the proposed franchise shall be granted.

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

**SECTION 1.** That the Town Council of the Town of Youngtown determines that the granting of the franchise proposed by Arizona Public Service Company in the form attached hereto as Exhibit A is beneficial to the Town of Youngtown and the Town residents.

**SECTION 2.** That an election is hereby called and ordered to be held in the Town of Youngtown on March 8, 2011 for the purpose of submitting to the qualified electors of the Town of Youngtown the question as to whether the franchise under the terms and conditions of the above referenced agreement shall be granted to Arizona Public Service Company.

**SECTION 3.** That this franchise election be held pursuant to the provisions of the Arizona Constitution and laws of the State of Arizona and Town Code of the Town of Youngtown.

**SECTION 4.** That the ballots used at said election shall be substantially in the following form:

**SHALL THE PROPOSED FRANCHISE FOR A PERIOD OF UP TO TWENTY-FIVE (25) YEARS BE GRANTED TO ARIZONA PUBLIC SERVICE COMPANY FOR THE USE OF TOWN RIGHTS-OF-WAY FOR ELECTRIC UTILITY PURPOSES?**

**SECTION 5.** That the Town Clerk and Town Manager

## APS Franchise Agreement

are hereby authorized and directed to publish the proposed franchise and take such other actions required by law to conduct the election. Adopted this 20 day of January, 2011.

Michael LeVault  
Mayor  
ATTEST:

Diane Cordova  
Deputy Town Clerk  
APPROVED AS TO FORM:

Curtis, Goodwin, Sullivan,  
Udall & Schwab, PLC  
Town Attorney  
By Michelle Swann

**RESOLUCIÓN NÚM. 11-03 UNA RESOLUCIÓN DEL CONCILIO DEL PUEBLO DE YOUNGTOWN, ARIZONA, QUE DETERMINA QUE LA OTORGACIÓN DE UNA CONCESIÓN SERÁ DE BENEFICIO PARA EL PUEBLO DE YOUNGTOWN, Y QUE ORDENA QUE EL PUEBLO CONVOQUE UNA ELECCIÓN ESPECIAL EL 8 DE MARZO DE 2011 PARA PRESENTARLES A LOS ELECTORES CALIFICADOS DEL PUEBLO LA CUESTIÓN DE QUE SI SE DEBE OTORGARLE UNA CONCESIÓN A ARIZONA PUBLIC SERVICE COMPANY**

VISTO QUE, Arizona Public Service Company desea obtener una concesión con el Pueblo de Youngtown en el formulario adjuntado aquí como Anexo A; y,

VISTO QUE, el Pueblo de Youngtown ha determinado que la otorgación de la concesión propuesta para Arizona Public Service Company será de beneficio al Pueblo; y,

VISTO QUE, el Pueblo de Youngtown, a la petición de Arizona Public Service Company, desea convocar una elección para el propósito de someter a los electores calificados del Pueblo de Youngtown la cuestión de si se debe otorgarle la concesión propuesta.

AHOR, POR CONSIGUIENTE, RESUELVE el Concilio del Pueblo de Youngtown, Arizona, como lo que sigue:

**SECCIÓN 1.** Que el Concilio de Pueblo de Youngtown determina que la otorgación de la concesión propuesta por el Arizona Public Service Company en el formulario adjuntado aquí como el Anexo A será de beneficio para el Pueblo de Youngtown y para los residentes del Pueblo.

**SECCIÓN 2.** Que una elección por la presente se exija y se convoque en el Pueblo de Youngtown el 8 de Marzo de 2011 para el propósito de someter a los electores calificados del Pueblo de Youngtown la cuestión de que si se debe otorgarle una concesión a Arizona Public Service Company bajo los términos y condiciones del contrato mencionado anteriormente.

**SECCIÓN 3.** Que esta elec-

## APS Franchise Agreement

ción de concesión siga las provisiones de la Constitución de Arizona y las leyes del Estado de Arizona y la Carta del Pueblo de Youngtown.

**SECCIÓN 4.** Que las boletas electorales usadas en dicha elección deben estar sustancialmente en la forma siguiente:

¿ SERÁ OTORGADA UNA CONCESIÓN POR EL PERIODO DE HASTA VEINTICINCO (25) AÑOS A ARIZONA PUBLIC SERVICE COMPANY POR LA UTILIZACIÓN DE LOS SERVIDUMBRES DE PASO PÚBLICOS PARA LOS PROPOSITOS DE LA COMPAÑIA ELECTRICA?

**SECCIÓN 5.** Que La Secretaría Judicial del Pueblo y El Manager del Pueblo por la presente sean autorizados y dirigidos a publicar la Concesión propuesta y tomar otras acciones requeridas por la ley para convocar la elección. Adoptada este día de 20 Enero 2011.

Michael LeVault  
Alcalde  
ATESTADO:

Diane Cordova  
Secretaria Judicial del Pueblo  
APROBADO EN LO QUE A FORMA SE REFIERE:

Curtis, Goodwin, Sullivan,  
Udall & Schwab, PLC  
Abogado del Pueblo  
Por Michelle Swann

## FRANCHISE AGREEMENT BETWEEN ARIZONA PUBLIC SERVICE COMPANY AND TOWN OF YOUNGTOWN, ARIZONA

### Section 1. – Grant of Franchise:

There is hereby granted to Arizona Public Service Company, a corporation organized and existing under and by virtue of the laws of the State of Arizona (herein called "Grantee"), its successors and assigns, a franchise (herein called the "Franchise") to construct, maintain and operate its electrical system, as defined herein, upon, over, along, across and under the present and future public rights-of-way. These rights-of-way include but are not limited to streets, alleys, ways and highways in the Town of Youngtown, Arizona (herein called "Town"). Grantee's system includes electric power lines, together with all necessary or desirable appurtenances, including, but not limited to, poles, towers, wires, cables, conduits, transmission lines, transformers, switches and communication lines for its own use. This Franchise is for Grantee's use of Town's public rights-of-way to supply and deliver electric energy to Town, its successors, the inhabitants thereof, and all individuals and entities either within or beyond the limits thereof, for all purposes.

## APS Franchise Agreement

Any street lighting service furnished by Grantee to Town or to any street lighting improvement district within Town shall be the subject of a separate agreement and shall not be governed by the provisions of this Franchise.

This Franchise does include the right to use public rights-of-way for the location of communication lines and appurtenances owned and operated by Grantee incidental to supplying electric energy under this Franchise. This Franchise does not include the right to use public rights-of-way for one-way transmissions directly to customers, users or subscribers of video programming, if any, which is required for the selection of or response to video programming. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. Grantee agrees that if Grantee uses or leases to others, the wires, towers, cables or lines for any purpose other than supplying electric services, before such use or lease, Grantee or Grantee's lessee shall apply for and obtain a separate license from Town.

Town shall not be liable to Grantee should Grantee construct facilities pursuant to this Franchise in an area over which Town has erroneously exercised jurisdiction.

### Section 2. – Grantee's Compliance with Town Practice: Plans Submitted for Approval: Town Construction near Grantee's Facilities:

Town expressly reserves unto itself, subject to the limitations of the Constitution and laws of Arizona, the right to ensure the safety and welfare of the public, including without limitation to, pass and enforce ordinances to protect the public from danger or inconvenience in the operation of any work performed in the public rights-of-way, including without limitation enforcement of this Franchise.

All construction under this Franchise shall be performed in accordance with established practices of Town with respect to such public rights-of-way. Such construction shall be completed within a reasonable time. Before Grantee makes any installations in the public rights-of-way, Grantee shall upon request or direction from Town obtain a construction permit and submit for approval a map showing the location of such proposed installations to the designated Town official or the Town Council. Town and Grantee agree and understand that there may be instances when Grantee is required to make repairs that are of an emergency nature. Grantee shall notify Town prior to such repairs, to the extent practicable, and shall obtain the neces-

## APS Franchise Agreement

sary permits in a reasonable time after notification, showing the work performed in the public rights-of-way. If Town authorizes either directly or through a contractor any construction project adjacent to or near Grantee's facilities operated pursuant to this Franchise, Town shall include in all such construction specifications, bids, and contracts, a requirement that the contractor or his designee must comply with the overhead power line safety laws (A.R.S. § 40-360.41 et. seq. as amended).

### Section 3. – Construction and Relocation of Grantee's Facilities: Payment:

All facilities installed or constructed pursuant to this Franchise shall be so located or relocated and so erected as to minimize the interference with traffic, or other authorized uses over, under or through the public rights-of-way. Furthermore, Grantee shall not install, construct, maintain or use its facilities in a manner that damages or interferes with any existing facilities of another utility located in the public rights-of-way and agrees to relocate its facilities, if necessary, to accommodate another facility relocation that has a prior rights interest in the public rights-of-way.

At the beginning of each calendar year, Town and Grantee shall provide one another with a general schedule of its known construction projects for the upcoming year in order that construction projects may be coordinated to the extent practicable. Neither party shall finalize the design of any facility without providing the other party notice as set forth in Section 17 below, and a reasonable opportunity to comment. If either party identifies a potential conflict between their existing facilities and the other party's proposed facilities, said party shall immediately notify the other party of such conflict and the parties shall use their best efforts to resolve such conflict. Activities related to the construction of Grantee's facilities within the rights-of-way such as traffic control, backfilling, compaction and paving, and the location or relocation of lines and related facilities shall be subject to regulation by Town.

Grantee shall keep accurate records of the location of all facilities in the public rights-of-way and furnish them to Town upon request. Upon completion of new or relocation construction of underground facilities in the public rights-of-way, Grantee shall, upon request or direction from Town, provide Town's Engineer with corrected drawings showing the location of the underground facilities in those cases where the actual location differs significantly from the proposed location. Grantee shall provide to Town, upon Town's request, the actual location of such new or relo-

## APS Franchise Agreement

cated facilities in the public rights-of-way in an electronic format. Such format shall conform to utility industry best-practice standards. Grantee shall be required to obtain and pay all required fees and charges for construction permits and inspections of all non-electrical transmission or distribution facilities constructed within Town, including but not limited to, office buildings, storage buildings, or repair shops. Permits for electrical transmission or distribution facilities will be issued at no cost under this Franchise.

A. If Town requires Grantee to relocate Grantee's facilities which are located in private easements obtained by Grantee prior to Town's acquisition of said property from which the facilities must be relocated, the entire cost of relocating Grantee's facilities (including the cost of purchasing a new private easement if necessary) shall be borne by Town. Town shall also bear the entire cost of all subsequent relocations of the relocated facilities required by Town, until such time as Town condemns or purchases Grantee's private easement.

B. Except as covered in Paragraph A above, Grantee shall bear the entire cost of relocating its facilities located on public rights-of-way, the relocation of which is necessary for Town's carrying out of its governmental functions. Notwithstanding the foregoing, if Grantee is requested to perform work of a temporary nature on a governmental project to relieve construction problems which could be relieved by other means, the cost of said temporary work will be borne by Town or Town's contractor working on the governmental project. Governmental functions are those duties imposed on Town, where the duties involve a general public benefit, not in the nature of a corporate or business undertaking for the corporate benefit and interest of Town. Governmental functions include, but are not limited to, the following:

1. Any and all improvements to Town's public rights-of-way;
  2. Establishing and maintaining domestic water systems, sanitary sewers, storm drains, and related facilities;
  3. Establishing and maintaining municipal parks, parking spaces, parkways, pedestrian malls, or grass, shrubs, trees and other vegetation for the purpose of landscaping any street or public property;
  4. Providing fire protection and other public safety functions; and
  5. Collection and disposal of garbage and recyclables.
6. The relocation of Grantee's facilities necessary to carry out the exercise of the Town's police power for urban renewal.
- C. Town will bear the entire cost of relocating any of



# FLAT STANLEY, From Page 8

the Cactus Garden, Town Hall, the Historical Museum, he sat in the Mayor's chair (which CJ thought was one of the best things!) and Flat Stanley even got to meet Cisco the K-9! Sergeant Evans was kind enough to bring Cisco to Uribe Park to meet Flat Stanley. Flat Stanley then promptly gave Cisco a box of Milk Bones as a thank you gift!

As it turns out, the Flat Stanley project is immensely popular. Several elementary school children approached me at church, as Flat Stanley was singing in the choir and learning how to play the organ. They

had also participated in the project. It is truly amazing how much of the country and world that a little paper cutout can see!

I can definitely say that my friend's Flat Stanley from Kentucky got to see a lot of very unique and special things, right here in Youngtown! Now, he's off to the Super Bowl for another adventure, and then off to North Carolina. But, I am sure that Flat Stanley will always remember how neat our Town is!

**Flat Stanley from Kentucky sits in the Mayors desk**



## APS Franchise Agreement

Grantee's facilities, the relocation of which is necessitated by the construction of improvements by or on behalf of Town in furtherance of a proprietary function. All functions of Town which are not governmental are proprietary.

**D. If Town participates in the cost of relocating Grantee's facilities for any reason, the cost of relocation to Town shall not include any upgrade or improvement of Grantee's facilities as they existed prior to relocation.**

**E. Town will not exercise its right to require Grantee's facilities to be relocated in an unreasonable or arbitrary manner, or to avoid its obligation under the Franchise. Town agrees to notify Grantee during the planning and design of Town's projects in rights-of-way that may require relocation of Grantee's facilities and to coordinate its construction plans and schedules with Grantee to determine the most cost-effective design to mitigate Grantee's cost to relocate its facilities.**

**F. Town agrees it will not require Grantee to relocate its facilities located within the public rights-of-way without providing Grantee adequate space within the rights-of-way to relocate the facilities that must be moved.**

**G. Town will not plant any tree that can normally grow to a height of more than 25 feet under or adjacent to Grantee's overhead power lines in the public rights-of-way. Grantee shall have the authority to prune or remove any trees or shrubs located within or hanging over the limits of the public rights-of-way of Town that in the judgment of Grantee may interfere with the construction, or endanger the operation, of the lines and/or facilities of Grantee. All said vegetation management work is to be done at Grantee's expense and pursuant to A.N.S.I. Standard A300.**

**Section 4. – Indemnification & Insurance:** Town, its departments, officers, employees, agents, successors and assigns, shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation or maintenance by Grantee of its appurtenances hereunder, except to the extent such accident or damage may be proximately caused by the negligent or willful and wanton acts or omissions of Town, its departments, officers, employees, agents, successors and assigns. The acceptance of this Franchise shall be deemed an agreement on the part of Grantee that Grantee shall, to the fullest extent permitted by law, defend, indemnify, and hold Town harmless from and against any and all claims, costs, suits, damages, judgments, expenses and losses including, but not limited to attorney fees and court costs relating to, arising out of, or alleged to have result-

## APS Franchise Agreement

ed from the exercise of this Franchise by Grantee; provided, however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Town Grantee, so long as it maintains, operates or owns facilities, within rights-of-way of Town, at its own cost and expense, shall keep, or cause to be kept, in force insurance against claims and liability for personal injury, death and property damage arising from the construction, operation or maintenance by Grantee of its facilities in a reasonable amount sufficient to insure Grantee's obligations under this Section, with Town named as an additional insured. Grantee shall provide Town with 30 days written notice of material change, cancellation or non-renewal by the insurer. The policy shall be primary and noncontributing with any policy of Town.

**Section 5. – Restoration of Rights-of-Way:** Whenever Grantee shall cause any opening or alteration whatsoever to be made for any purpose in any public right-of-way, the work shall be completed with due diligence within a reasonably prompt time. Grantee will restore the disturbed property to a condition as good as it was prior to such opening or alteration. Town agrees that this requirement shall be deemed met if the disturbed property is restored with comparable materials, so that the restoration meets or exceeds industry and Town standards adopted by the Town Council.

**Section 6. – Franchise Fee:** Grantee shall pay to Town in consideration of the grant of this Franchise a sum equal to two percent (2%) of all revenues of Grantee, including Regulatory Assessments, but excluding transaction privilege taxes and similar governmental impositions, from the retail sales and/or delivery by it of electric energy and other charges for services attendant to the retail sale and/or delivery of electric energy delivered through Grantee's electric distribution system within the present and any future corporate limits of Town, as shown by Grantee's billing records. Grantee shall not, however, pay said franchise fee on revenues charged to Grantee's retail customers by third party electric service providers. Said payments shall be in lieu of any and all fees, charges or exaction of any kind otherwise assessed by Town in any way associated with Grantee's use of the rights-of-way, including but not limited to, the construction of Grantee's facilities hereunder or for inspections thereof during the term of this Franchise. For the purpose of verifying amounts payable hereunder, the books and records of

## APS Franchise Agreement

Grantee shall be subject to inspection by duly authorized officers or representatives of Town at reasonable times.

Beginning July 17, 2011 payment as described in the preceding paragraphs shall be payable in quarterly amounts within 30 days after the end of each calendar quarter.

Notwithstanding the provisions of this Franchise, if during the term of this Franchise Grantee enters into any electric franchise with any other Town in Arizona during the term of this Franchise that provides for a higher percentage of Grantee's revenues than two percent (2%) or includes more categories of revenues than set forth in this Franchise, Grantee shall notify Town Council of such higher percentage or expanded revenue base. Town Council, at its sole discretion, shall have the option to, as applicable: (i) increase Grantee's franchise fee to the higher percentage rate; or (ii) include other revenue categories set forth in the franchise agreement Grantee has with the other entity of this State. Following Town Council's action, Grantee agrees to henceforth pay to Town a new franchise fee at the higher franchise percentage or to include the additional revenue categories.

**Section 7. – Additional Fees and Taxes:** Notwithstanding any provision contained herein to the contrary, Grantee shall pay, in addition to the payment provided in Section 6, the following charges, taxes and fees as established in a code or ordinance properly adopted by Town:

A. General ad valorem property taxes;

B. Assessments for special improvements;

C. Transaction privilege and use tax as authorized by law and collected by Grantee for its retail sales to its electric customers within the present and any future corporate limits of Town;

D. Pavement cut charge fees, and similar fees enacted by the Town Council to recover the costs to Town for the reduction on the life of the pavement due to pavement cuts, so long as such fee does not apply exclusively to franchisees public service corporations; and

E. Other charges, taxes or fees generally levied upon businesses by Town, provided said charge, tax or fee is a flat fee per year and that the annual amount of such fee does not exceed the amount of similar fees paid by any other businesses operated within Town.

**Section 8. – Term:** This Franchise shall continue and exist for a period of twenty-five (25) years from July 17, 2011; provided, however, that either party may terminate this Franchise on its tenth anniversary by giving written notice

## APS Franchise Agreement

of its intention to do so not less than one (1) year before the date of termination. If such notice is given for the purpose of negotiating a new franchise and such negotiation is successful, the party giving the notice of termination shall be responsible for the costs of the resulting franchise election.

**Section 9. – Franchise; Non-Exclusive:** This Franchise is not exclusive, and nothing contained herein shall be construed to prevent Town from granting other like or similar grants or privileges to any other person, firm or corporation.

**Section 10. – Conflicting Ordinances:** Notwithstanding any other provisions hereof, all ordinances and parts of ordinances in conflict with the provisions hereof, to the extent applicable to a franchised electric public service corporation, are hereby superseded.

**Section 11. – Independent Provisions:** If any section, paragraph, clause, phrase or provision of this Franchise, shall be adjudged invalid or unconstitutional, the same shall not affect the validity of this Franchise as a whole or any part of the provisions hereof other than the part so adjudged to be invalid or unconstitutional.

**Section 12. – Town Use of Facilities:** In consideration of this Franchise and the rights granted hereby, Town shall, if the following six criteria are met, have the right to place, maintain, and operate on Grantee's poles located on public rights-of-way within Town's corporate limits, and all wires and appurtenances (other than steps or climbing devices) for Town's fire alarm, police telephone or other municipal communications services utilized for governmental functions:

A. Town must notify Grantee in writing of Town's intended use of Grantee's poles;

B. Town shall, to the fullest extent permitted by law, defend, indemnify and hold Grantee harmless from any and all claims, costs, damages, expenses and losses, including but not limited to attorney fees and court costs relating to, arising out of, or alleged to have resulted from Town's use of Grantee's facilities pursuant to this Franchise; provided however, that such claims, expenses and losses are not the result of the willful misconduct or negligent acts or omissions of Grantee.

C. Town's facilities and the installation and maintenance thereof must comply with the applicable requirements of the Occupational Safety and Health Act, the National Electrical Safety Code, and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an

## APS Franchise Agreement

immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

D. Town's facilities and the installation and maintenance thereof must not cause Grantee's facilities and the installation and maintenance thereof to be out of compliance with all applicable requirements of the Occupational Safety and Health Act and the National Electrical Safety Code and all other applicable rules and regulations as amended. If Town does not comply with all applicable laws, ordinances and regulations, or if Town's facilities create an immediate safety hazard, Grantee retains the right to remove or correct Town's facilities at Town's expense;

E. Town's use of its facilities shall not interfere with Grantee's use of Grantee's facilities, and;

F. Town shall be responsible for any incremental costs incurred by Grantee as a result of Town's use of Grantee's facilities.

**Section 13. – No Third Party Beneficiaries:** There are no third party beneficiaries to this Franchise agreement between Town and Grantee.

**Section 14. – Voter Approval Required:** This Franchise is subject to the approval of the electors of Town. Grantee shall pay all of the costs incurred in conducting the franchise election, except that, if one or more additional propositions are presented to the electors at such election, Grantee shall pay only that portion of Town's election expense determined by dividing all of Town's expenses by the number of issues presented on the ballot.

**Section 15. – Entire Agreement:** This Franchise represents the entire agreement of the parties with respect to its subject matter and all prior agreements and/or franchises, whether written or oral, and all negotiations and other discussions (including, without limitation, oral promises regarding the terms hereof) related to such subject matter are merged herein. However, nothing contained in this Franchise shall be construed to affect the application or construction of the ordinances, resolutions, rules and regulations of Town applicable to Grantee's business except as specified in Section 10 herein. This Franchise may be amended only by a writing executed by Grantee and Town.

**Section 16. – Governing Law:** This Franchise shall be governed by Arizona law.

**Section 17. – Notices:** Any notice required or permitted to be given hereunder shall be in writing, unless otherwise expressly permitted or required, and shall be deemed effective either (i) upon hand delivery

## APS Franchise Agreement

to the person then holding the office shown on the attention line of the address below, or, if such office is vacant or no longer exists, to a person holding a comparable office, or (ii) on the third business day following its deposit with the United States Postal Service, first class and certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

A. To Town:  
Town Administrator  
Town of Youngtown  
12030 Clubhouse Square  
Youngtown, Arizona 85363

B. With copy to:  
Curtis, Goodwin, Sullivan, Udall & Schwab PLC  
501 E. Thomas Road  
Phoenix, Arizona 85006

C. To Grantee:  
Franchise Department  
Arizona Public Service Company  
P.O. Box 53999, M.S. 8679  
Phoenix, Arizona 85072-3999

**Section 18. – Litigation:** Should any party to this Franchise bring an action to enforce its terms or for damages with respect to its alleged breach, the successful party in such action shall be entitled to receive, in addition to such other relief as is awarded to such party by the court, its reasonable attorneys' fees and other reasonable and appropriate expenses actually incurred in bringing or defending such civil action.

**Section 19. – Headings:** The headings of the sections and subsections hereof are intended only for assistance in locating provisions herein and shall not be used to interpret the language used in the section or subsection to which such heading relates.

**Section 20. – Adoption:** We, the undersigned, have adopted this document on the date written below in accordance with the results of the Town of Youngtown Election on March 8, 2011.

TOWN OF YOUNGTOWN  
ARIZONA PUBLIC SERVICE COMPANY,  
An Arizona Corporation  
By \_\_\_\_\_  
\_\_\_\_\_  
By \_\_\_\_\_  
\_\_\_\_\_  
Michael LeVault, Mayor  
On behalf of the Town of Youngtown  
Daniel Froetscher, Energy Delivery Vice President  
On behalf of Arizona Public Service Company  
Date: \_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
\_\_\_\_\_  
ATTEST:  
\_\_\_\_\_  
Lettie Goldberg, Town Clerk  
**APPROVED AS TO FORM:**  
\_\_\_\_\_  
Curtis, Goodwin, Sullivan, Udall & Schwab, PLC  
Town Attorney  
By Susan D. Goodwin



# PERMIT: Building, From 4

Building Safety Office has qualified personnel that can assist you typically on the

same day, provided your plans are drawn to meet the minimum code requirements.

Typically, all room additions less than five hundred (500) square feet in size can be done at one visit. Anything over five hundred (500) square

feet will be routed into the system for plan review.

The plans will undergo the plan review for compliance with all the Town's adopted Codes and Ordinances. Upon completion, the Building Plan Reviewer will contact you stating that, either your plans have been approved and a permit is ready to be issued, or they will contact you stating that your plan has "redline" comments that need to be addressed in order to obtain an approval.

If your plan has "redline" comments, you will need to come to the Town's Building Safety Office, pick up your plans and correct the "redline" comments. After you have made the corrections, you may re-submit the plan for a second review. This process will continue until your plan review has been approved and a permit can be issued.

**How much does a permit cost?**

Depending on the type of

project, The Town's Building Safety Office can assist you with determining the cost of obtaining a permit for your project. Some project fees are clearly stated in the Town's approved fee schedule, which can be found on the Town of Youngtown's Website at [www.youngtownaz.org](http://www.youngtownaz.org).

Building Permit fees and Plan Review fees are two separate fees. You will be required to pay both fees before a permit can be issued. The plan review fee will be charged to you when you submit your plans. When you submit your plans you will be assigned a project number that will allow your project to be tracked. You will be given that number to call and check the status of your project.

The plan review fee, paid at the time of submittal, covers two reviews. Should your plans require additional reviews, the Town will charge you by the hour at a rate currently approved and listed in

the plan review fee schedule.

### What happens after my project has been approved?

After your project has been approved, you will be contacted by the Town's Building Safety Office. You will be advised of the cost of your permit.

Once your permit fees are paid, you will be given a jobsite copy of your approved plan. This plan is required to be on the jobsite whenever you call in for inspections. You will also be given an Inspection Call-In sheet which lists which inspections are required, and the contact numbers for inspections. All of the inspections listed on that sheet may not apply to your project. Feel free to ask the Town's Building Safety Office to explain to you in detail how to call in for an inspection and which inspections apply to your particular project.

Be sure to check out part two of the Homeowner's Guide which will be published in next month's publication.



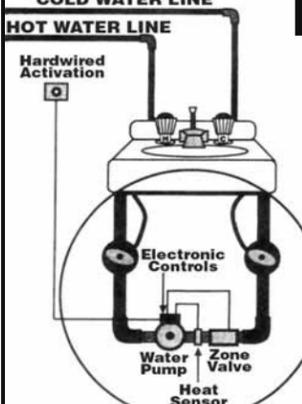
Stephen Montgomery  
Sales & Service

# Tom's

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**HOT WATER LINE**



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Plus New Aquarium  
with 75 Exhibits

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LIMIT 4  
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- Dinero rapido • Estimados gratis
- Asesoría gratis
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- Taxes de negocios
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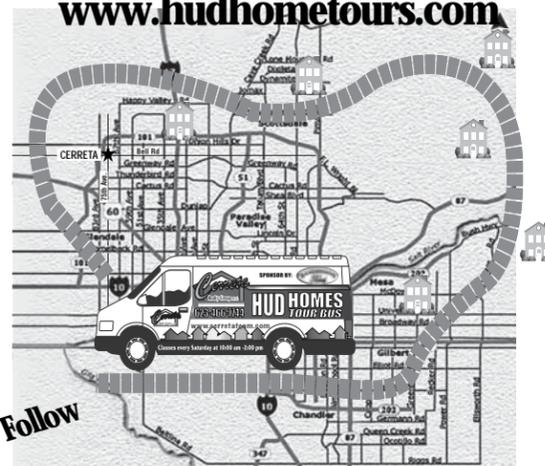
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Phoenix, AZ 85033  
*on Indian School Rd.*



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**Glendale AZ 85308**

[www.hudhometours.com](http://www.hudhometours.com)



## Clubs & Organizations

### AARP Chapter 1

Regular meetings are held the first Friday of every month except June, July and August at 5:30 p.m. Board meetings are held the fourth Wednesday of the month at 9:30 a.m. All meetings are held at Youngtown Clubhouse, Town Square, Youngtown. Call Arky Muscato at 623-362-0605.

### Youngtown Community Fund

Loans medical equipment such as wheelchairs, crutches and more only to Youngtown residents for their temporary use. We are open Monday, Wednesday and Friday from 9 a.m. to noon. There is no charge. The

Community Fund is financed through donations from area residents. Call Thelma Hoffman at 623-977-4661 for information, or come to 11215A Nevada, Ave., Youngtown.

### Wood Carving

Free instruction every Tuesday from 8 a.m. to noon at the club house. Call John Veltri at 623-977-1681.

### Youngtown Book Club

Meets on the 3rd Friday of the month from 10 a.m. to noon. Call Pat Druehl, 623-974-9816.

### Sing-A-Long Music Club

Meets on the second Satur-

day and the last Tuesday of each month (no meetings during June, July and August) at the Youngtown Clubhouse. Doors open at 6 p.m. Program runs until 9 p.m.

Call 623-583-2975 for more information.

### Oil and Watercolor painting

Meets every Monday from 9 a.m. to noon. Call Judy Weeks at 623-628-2069.

### YT Country Gospel Music and Humor Club

Jam Session: Meets at the Youngtown Clubhouse every second Thursday and every last Thursday of the month. Doors open at 6 p.m. Jam

Session is 6:30 - 9 p.m.

Call 623-583-2975 for more information or go to [www.heavenlytwo@msn.com](http://www.heavenlytwo@msn.com).

### Youngtown RV Club

Meets on the 2nd Friday of every month except June, July, August and September at 7:00 p.m. in the Youngtown Clubhouse. For more information contact President Jim Trolen at 623-974-9130.

### Friends of the Library

Meets every other month on the 3rd Friday at 9:00 a.m. in the Youngtown Clubhouse. For more information contact the Library or Patrice Druehl at 623-974-9816.

## SPRING SPECIAL!

**LUBE, OIL & FILTER** **\$16<sup>95</sup>** Plus tax & supplies

Lubricate your car's chassis drain oil, install a new oil filter & add up to 5 qts. new oil.

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Litchfield Park, AZ



## Litchfield Park/Friends of the Rec 10K, 5K, 1 Mile Run & Celebration of Life Walk

*Saturday, March 5, 2011*

*Race day check-in 6:00am*

*Award Ceremony*

*Refreshments*

*Receive race t-shirts*

*Raffle prizes*

*Chip timing used for 10K—5K—1 Mile*



City of Litchfield Park  
Community & Recreation Services Department  
623-935-9040  
[www.litchfield-park.org](http://www.litchfield-park.org)

Register online: [www.active.com](http://www.active.com)  
623-935-9040  
[sculbreth@litchfield-park.org](mailto:sculbreth@litchfield-park.org)



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 2007 Dodge Charger \$13,488	 2003 Chevy S-10 \$8,495	 2005 Ford Expedition \$12,848	 2007 Ford Mustang \$13,988	 2007 Ford Taurus \$5,999	 2003 Toyota Camry \$8,999
 2006 Chrysler Pacifica \$10,999	 2004 Nissan Murano \$10,488	 2008 Chrysler PT Cruiser \$8,495	 2008 Chevy Impala LT \$10,999	 2008 Volkswagen Jetta \$13,999	 2005 Toyota Corolla \$9,999

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