



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

The Town of Youngtown provides notice that it will conduct its Town Council meeting on **May 6, 2021** through *in-person and technological* means in order to minimize the spread of COVID-19. 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 12030 Clubhouse Square, Youngtown AZ 85363, in the Town Council Chambers. A limited public audience will be allowed to attend on a first-come, first-served basis, with physical distancing.

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 you are appearing by remote means and would like to comment on any matter on the agenda, please download a public comment form and submit it via email to Town Clerk Nicole Smart, nsmart@youngtownaz.org at least one hour before the meeting. **The Town Clerk will read public comments submitted before the meeting into the record. You may also comment during the public hearing portion of the agenda by unmuting your phone and providing verbal comments, or coming up to the podium to speak if appearing in-person.**

DATE: May 6, 2021
TIME: 5:30 p.m.
PLACE: Join the Regular Meeting by phone: 1-346-248-7799
Meeting ID: 886 9346 8306
Password: 096381
Link to the zoom meeting:
<https://us02web.zoom.us/j/88693468306?pwd=MDkvSFdRcnhSMHg0RGpPM3AzK2puZz09>

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 Minutes:

- I. Regular meeting minutes of **April 15, 2021.**

9. Business

- A. Presentation, Discussion and /or Action Re:** Proposed Ordinance 2021-03 amending Chapter 15, Building and Construction, Chapter 15.04 Uniform Construction Codes Adopted, Section 15.04.010 Adoption by Reference, Section 15.04.020 Amendments to International Building Code, National Electrical Code, International Fire Code and International Residential Code, and Section 15.04.040 Arizonans with Disabilities Act; all related to the adoption of updated Building Codes for the Town of Youngtown to regulate and maintain buildings (Arrington).
- B. Presentation, Discussion and /or Action Re:** Approval of Agreement for Services between the Town of Youngtown and AZ Code Consultants, LLC for plan review and building inspection services (Arrington).
- C. Presentation, Discussion and /or Action Re:** Town Prosecutor Services including direction to staff regarding retention of new prosecutor (Blackman).
- D. Presentation, Discussion and / or Action Re:** Ongoing efforts to address criminal activity, nuisances, and homelessness in the Town (Mayor).

10. Call to Executive Session.

- A.** Convene Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding prosecution services and A.R.S. § 38-431.03(A)(1) for discussion or consideration of employment, assignment, appointment, or salaries for prosecutor John Rhude with Pinnacle Law, PLLC.
- B.** Convene Executive Session pursuant to A.R.S. § 38-431.03(A)(3) for discussion or consultation for legal advice with the Town Attorney regarding any above agenda items, as needed.

11. Future Agenda & Meetings

- A. There may be discussion of whether to place an item on a future agenda and the date, but not the merits of the item.
- B. Announcement of the next Regular Council Meeting:
 - I. **Next Regular Council Meeting will be Thursday, May 20, 2021.**

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 **May 4, 2021** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.



Nicole Smart, Town Clerk

AGENDA DATE: May 6, 2021

STAFF REPORT TO COUNCIL

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

- **Participated in the Invenergy team meeting regarding the battery storage facility.**
- **Participate in the meeting with EPCOR regarding their franchise agreement.**
- **A big thank you to 'Nicole and Carla for handling the West Valley Mayors' dinner for the Mayor last week at the community garden.**
- **Participated in the West Valley Managers' meeting hosted by the town of Wickenburg.**
- **Reviewing submitted budgets from all department heads and will then review with Pat Walker.**



STAFF REPORT TO COUNCIL

DEPARTMENT: LIBRARY	DEPARTMENT REPORT SUBMITTED BY: HEIDI SPEED
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REPORT:

Everyone is very excited that we have re-opened the Library. We are following safety guidelines and the Phase 1 re-opening plan.

We still offer:

- ***FREE WI-FI: Mon-Fri from 10:00 AM – 4:00 PM***
- ***Curbside Service for anyone that wants it: Mon-Thurs 10:30 AM – 3:30 PM***
- ***E-books***
- ***Books can be checked out for two weeks***
- ***DVD's are FREE for one week***
- ***FREE Tax Forms***
- ***FREE Legal Forms***
- ***FREE Resume assistance***
- ***FREE Faxes***
- ***Copies \$.15 each***
- ***Reference questions – (623) 974-3401***



STAFF REPORT TO COUNCIL

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

- Agua Fria River abandoned homeless camps (5) cleaned up.
- Agua Fria River trash cleaned from Grand Ave. to Peoria Ave.
- Greer Park stage and lighting project completed.
- Greer Park south park lighting upgraded to L.E.D. Lighting.
- All right of ways weed spraying completed.
- Attending stakeholder new storm water permitting process.
- Conducted storm water training with Code and PW personnel.
- Electrostatic disinfection machine purchased and used in facilities prior to events.
- David C. Uribe Park gopher treatment performed.
- David C. Uribe Park parking lot asphalt patch completed.
- Street resurfacing schedule for the streets from Alabama south to Greer: June 18- 25.
- Trees planted: (1) on the east side of Maricopa Lake. (1) at Schleifer Park near the ramada.
- Irrigation repairs performed; summer irrigation system set for the summer.
- Termites treated: PW and Community Development buildings.
- Safety course sent to all employees.
- Tree trimming performed in parks.
- Town generator service performed.
- Citizens Dog Park shade structure contract sent to the contractor who will perform the work. Date(s) of install have not as yet been set.



STAFF REPORT TO COUNCIL

DEPARTMENT: Community Development

DEPARTMENT REPORT SUBMITTED BY:
Community Development Manager, Gregory Arrington

- EL SOL INVENERGY BATTERY FACILITY
 - STAFF MEETING
- GREATER PHOENIX ECONOMIC COUNCIL
 - REGIONAL REPORT: BALANCING ARIZONA'S WATER SUPPLY AND DEMAND
- INVENERGY PROJECT
 - PROJECT UPDATES/SCHEDULE
- ARIZONA ASSOCIATION OF ECONOMIC DEVELOPMENT
 - GOVERNMENT AFFAIRS COMMITTEE
- MARICOPA ASSOCIATION OF GOVERNMENT
 - ECONOMIC DEVELOPMENT COMMITTEE
- AMERICAN INSTITUTE OF ARCHITECTS
 - WEEKLY LUNCHEON MEETING



STAFF REPORT TO COUNCIL

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

- Attended the Arizona Municipal Clerk Athenian Dialogue.
- Attended the Arizona Municipal Clerk Spring Best Practice Training.
- Met with Pat Hoffman to get instruction to do the Zoom meeting during the Regular Council Meeting.
- Attended the El Sol Battery Storage Facility meeting.
- Updating the Town website.
- Continue to work on record retention and cleanup of old files that have exceeded the required retention period.
- Continue work on Town inventory list.
- Continue work on Town's Standard Operating Procedures
- Town keys inventory completed.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories.
www.facebook.com/townofyoungtownaz.



STAFF REPORT TO COUNCIL

DEPARTMENT: Youngtown Municipal Court

DEPARTMENT REPORT SUBMITTED BY:
Court Administrator – Lisa Lipinski

REPORT:

No formal presentation will be given on the following items:

Citation Activity for March 2021:

Citations filed by MCSO: 22

Citations Filed by Code: 2

Long Forms Filed by Prosecutor: 0

The Youngtown Municipal Court daily operations include:

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



**MINUTES OF THE REGULAR TELEPHONIC
MEETING COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, APRIL 15, 2021 at 5:30 P.M.**

1. **Call to Order:** Mayor LeVault called the meeting to order at 5:31 p.m.
2. **Roll Call:** Council present telephonically: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Council Members, Margaret Chittenden, June Miller, Susan Hout, Karen Haney Duncan. Excused: Councilmember Jack Duran.

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

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

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

A. Summary of Current Events from Mayor and Council.

Mayor LeVault mentioned that Councilmember Duran is back in the Veterans' Hospital for a procedure, however, he will be returning home in a few days, and he is doing well.

Mayor LeVault attended a monthly meeting with Congresswomen Debbie Lesko, as she meets monthly with the West Valley Mayors. Some of the topics the Mayors discussed were homelessness, petty crimes, and the White Tanks Mountain Conservancy.

Mayor LeVault mentioned he did his third trip down at the river bottom with a couple of Deputies, and we traversed from Grand all the way down to the Olive Avenue bridge. The river is looking pretty clean. Yesterday we had Steri-Clean pick up some of the trash and the few homeless camps that were there. The Mayor mentioned he has spent close to a hundred hours down at the river bottom, and has interacted with the homeless camps. However, this will be an ongoing problem, and we will need to continue monitoring this issue.

Councilmember Chittenden mentioned the Dog Park Meeting will be held on Saturday, April 17th, at the Schleifer Park, and she thanked staff for all the hard work in regards to the canopy for the dog park.

Councilmember Miller mentioned for everyone to read the Mayor's article in the Youngtown Village Reporter, it's very interesting.

B. Summary of Current Events from Town Manager

Town Manager Blackman attended the Invenergy Battery Storage Project meeting – more information will be forthcoming to Council.

Town Manager Blackman and Mayor LeVault attended a meeting with MCSO and residents from Riverbend I regarding homelessness and block watch.

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

Town Manager Blackman attended the Maricopa Association of Government's monthly Managers' meeting.

Councilmember Miller inquired as to how the El Mirage side looks like in the river bottom?

Mayor LeVault mentioned that it's very hard to tell unless he goes on the other side and look. Mayor stated they have not cleaned out the overgrowth on the El Mirage side, like Youngtown did.

Councilmember Haney Duncan asked when will the Community Garden be able to reopened. Councilmember Haney Duncan stated with all the new businesses opening in Town, a long time ago we had a Town Business Directory. Would it be possible to put a blurb in the Youngtown Village Reporter to let everyone know which businesses are in Town?

Town Attorney Stuhan stated that this is not an agendized items, however we can bring the item back on a future agenda.

Town Manager Blackman the garden would follow the reopening guidelines like all of the other parks in Town. As for the businesses, we do have a business spotlight in the monthly Youngtown Village Reporter, however, we will look into the cost of creating a Business Directory and bring it back to council in the future.

Mayor LeVault mentioned that the Town has re-opened, however, we are still following CDC Guidelines.

Councilmember Miller asked if the Community Garden will start meeting on Saturday nights again.

Vice Mayors Vickers mentioned that the Community Pot Luck will be held the first Saturday of May at 6:00 p.m.

5. Staff Reports:

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

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

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

Citizen Betty Trolen asked if they can restart the Craft Corners in the Clubhouse.

Town Manager Blackman mentioned they may begin meeting again; however, they need to follow CDC Guidelines.

Betty Trolen mentioned that they used the trash bulk pickup, and it work out well.

8. **Consent**

A. Approval of Minutes:

- I. Regular meeting minutes of **April 1, 2021.**
- II. Special meeting minutes of **March 26, 2021**

Motion to approve the Consent Agenda – Councilmember Chittenden

Second – Councilmember Hout

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

9. **Business**

A. Presentation, Discussion and/or Action: Revenue Projections for 2021-2022 and discussion of Financial Status.

Financial Consultant Pat Walker, of Pat Walker Consulting, was in attendance to present the Revenue Projections for 2021-2022, and answer questions from Council.

Financial Consultant Pat Walker, reviewed the fiscal year 2021 and 2021 revenues projections with the council. Discussion followed regarding the budget process, rolling over of funds for projects, and grant funds.

B. Presentation, Discussion and/or Action 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.

Fire Marshall Jim Fox presented the Sun City Fire and Medical monthly reports, discussion followed including inspections, fire preventions, and response times.

C. Presentation, Discussion and/or Action Re: Maricopa County Sheriff's Office (MCSO) Report, which may include discussion of crime statistics, specific crimes including traffic violations, thefts, violent crimes, trespass and issues with homelessness, crime prevention, MCSO staffing levels, community needs, and response times.

Captain Brian Stutsman reviewed the Maricopa County Sheriff's Office monthly reports, discussion followed including review of crime statistics, crimes including traffic violations, thefts, violent crimes, trespass and issues with the homelessness, and the Flock Safety cameras, etc.

D. Presentation, Discussion and /or Action Re: Recommendation for participation on the Community Development Advisory Committee (CDAC) for the term beginning July 1, 2021 until June 30, 2023 for a primary and alternate member.

Town Manager Blackman was in attendance and presented the recommendation for participation on the CDAC board for the next term for a primary and alternate member, and answer questions from Council.

Mayor LeVault explained that Councilmember Chittenden currently serves as the primary member from the Town, with Councilmember Hout serving as the alternate member. Both indicated they would like to continue to serve in the same capacity for the upcoming term.

Motion to recommend Councilmember Chittenden primary member for the Town and Councilmember Hout serving as the alternate member on the Community Development Advisory Committee (CDAC) for the term beginning July 1, 2021 until June 30, 2023.

Vice Mayor Vickers

Second – Councilmember Chittenden

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting

E. Discussion and/or Direction Re: The Town's procedures for handling citizen complaints and response plans to address nuisance violations, homelessness, and petty crimes.

Mayor LeVault mentioned earlier this evening that he did his third trip down to the river bottom to look at and help with control of this problem of homelessness. Mayor LeVault stated he was down at the river bottom a couple of weeks ago with Public Works, and while Public Works was driving the vehicle, Mayor stated he was walking in a zigzag pattern from side to side, and looking for homeless camps, and Mayor found three homeless camps, and there were four people.

Mayor LeVault mentioned those people are very crafty, they will build a camp in the vegetation, and make a hole where they can make their camps. One couple dug three feet down in the river bottom, and the tent was pitched below grade inside the vegetation cover. Someone could walk five feet from the vegetation and would not see the camp.

Nonetheless, the homelessness issue is not going away anytime soon, this is not just a problem here in Maricopa County, this is an issue in other states. As bad as it seems here, at this point we are better off than others. However, you feel in regards to the legalized recreational marijuana, it will make the issue of homelessness worse.

Mayor LeVault mentioned that even in the Mayors' and Managers' meetings they discuss the same issues they are having in other Cities and Towns.

We sitting on this council and we are the leaders in this Town. Mayor LeVault stated that being a leader in a community, we can just walk around and talk about how bad things are, you recognize the issues, and you roll up your sleeve and you're here to try and solve the problem. Mayor LeVault asked everyone on Council to step up and help

with the issue. Mayor LeVault thanked Council for being here and being part of the team.

Mayor LeVault asked for a motion to adjourn and move into an executive session at 7:14 p.m.

Motion– Councilmember Miller

Seconded – Councilmember Hout

Meeting Adjourned 6:50 p.m.

Return to Regular Council meeting at 7:56 p.m.

F. Presentation, Discussion and/or Action Re: Town Prosecutor Services (Stuhan)

Town Attorney Stuhan was in attendance to discuss the Town Prosecutor Services, and answer questions from Council.

Approval motion to terminate the agreement between the Town of Youngtown and the Town Prosecutor Services, and authorized Town Manager Blackman and Town Attorney Stuhan to negotiate for a new prosecutor with a new firm.

Councilmember Haney Duncan

Second – Councilmember Hout

Motion passed 6-0 on a roll call vote with all Councilmembers in attendance voting (Ayes: Mayor LeVault, Vice Mayor Vickers, Council Members Hout, Haney Duncan, Miller and Chittenden. Absent: Councilmember Duran.

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

11. Future Agenda & Meetings

A. Future Agenda Items

B. The next Regular Council Meeting will be held on:

I. Regular Council Meeting for Thursday, May 6, 2021.

Adjournment

Motion to Adjourn – Vice Mayor Vickers

Seconded – Councilmember Chittenden

Meeting Adjourned 8:06 p.m.

Michael LeVault, Mayor

Attest:

Nicole Smart, Town Clerk

Minutes approved at the May 6, 2021 regular meeting



TOWN COUNCIL ACTION FORM

SUBJECT: Discussion and or/Approval Re: 2018 International Building Code Adoption	STAFF PRESENTER: Gregory Arrington Community Development Manager
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ECOMMENDATION:

Staff is recommending the adoption of the 2018 I-Codes and amendments:

2018 International Residential Code:

A. Section 105.2 Work exempt from permit

1. Fences not over 7'

Proposed Amendment; changed to Fences not over 6'

B. SECTION 302.6 Dwelling/garage fire separation:

The garage shall be separated from the residence and its attic area by not less than 5/8" gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8" type x gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8" gypsum board or equivalent.

C. Chapter 11 Energy Efficiency

1. Energy Efficiency

Proposed Amendment; Deleted entirely

2018 International Building Code:

A. Section 105.2 Work exempt from permit

1. Fences not over 7'

Proposed Amendment; changed to Fences not over 6'

B. Chapter 11 Energy Efficiency

1. Energy Efficiency

Proposed Amendment; Deleted entirely

C. SECTION 3109.3 Public swimming pools:

Swimming pools shall be completely enclosed by a fence at least 6' in height. Openings in the fence shall not permit the passage of a 4" dia. sphere. The fence shall be equipped with self-closing and self-latching gates. Door and windows leading to the pools shall be equipped with self-latching device.

D. Section 3109.4.1 Barrier height and clearance:

Barrier height and clearance. The top rail of the barrier shall be at least 72" above grade measured on the side of the barrier that faces away from the swimming pool. The max. vertical clearance between grade and the bottom of the barrier shall be a 2" measure on the side of the barrier that faces away from

the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, the max. vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4".

E. Manufactured trusses shall be used in the construction of any building that is 20' or more in width (clear span).

2017 National Electrical Code:

A. All wiring to be copper wiring.

COMMUNITY BENEFIT:

Benefits of adopting the ICC's International Building Code (IBC):

- applicability to modern materials and construction methods
- incorporating technological advancements in the field
- training and certification process
- reduction in time to secure permits
- economic development

All 50 states, and virtually all major cities, have adopted some form of ICC's International Building Code, including Youngtown, which revised their 1968 code in 2006 and again in 2012. making it predictable and in line with the most current methods and practices in the field of Architecture and Construction.

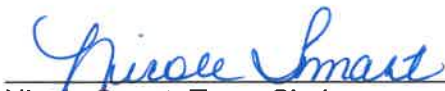
DISCUSSION: *Staff is recommending Final adoption of 2018 International Building Codes by the Town Council.*

FISCAL IMPACT: N/A

REVIEWED BY:

Trish Stuhan (per email)

Trish Stuhan, Town Attorney



Nicole Smart, Town Clerk

PREPARED BY:

Gregory Arrington (per email)

Gregory Arrington, Community Development Manager

Jeanne Blackman (per email)

Jeanne Blackman, Town Manager

2018 International Residential Code

A. SECTION 105.2 Work exempt from permit:

1. Fences not over ~~7'~~ 6'.
2. One- story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than ~~420~~ 200 square feet or (11 m²).

B. CHAPTER 11 ENERGY EFFICIENCY *Deleted entirely*

2018 International Building Code

A. SECTION 105.2 Work exempt from permit:

1. Fences not over ~~7'~~ 6'.

B. One- story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than ~~420~~ 200 square feet or (11 m²).

C. CHAPTER 13 ENERGY EFFICIENCY *Deleted entirely*

D. SECTION 3109.3 Public swimming pools:

Swimming pools shall be completely enclosed by a fence at least 6' in height. Openings in the fence shall not permit the passage of a 4" dia. sphere. The fence shall be equipped with self-closing and self-latching gates. Door and windows leading to the pools shall be equipped with self-latching device.

E. Section 3109.4.1 Barrier height and clearance:

Barrier height and clearance. The top rail of the barrier shall be at least 72" above grade measured on the side of the barrier that faces away from the swimming pool. The max. vertical clearance between grade and the bottom of the barrier shall be 2" measure on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, the max. vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4".

F. SECTION 302.6 Dwelling/garage fire separation:

The garage shall be separated from the residence and its attic area by not less than 5/8" gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than 5/8" type x gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than 5/8" gypsum board or equivalent.

G. Manufactured trusses shall be used in the construction of any building that is 20' or more in width (clear span).

2017 National Electrical Code

All wiring to be copper wiring.

2018 International Fire Code

Sun City Fire and Medical Amendment's

2010 Arizonans with Disabilities Act

2017 Amendment's

Maricopa Association of Governments

Building, Mechanical, Plumbing and Electrical Amendment's

ORDINANCE NO. 2021-03

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE CODE OF YOUNGTOWN, ARIZONA, TITLE 15 BUILDINGS AND CONSTRUCTION, CHAPTER 15.04 UNIFORM CONSTRUCTION CODES ADOPTED, SECTION 15.04.010 ADOPTION BY REFERENCE ADOPTING THE INTERNATIONAL BUILDING CODE, 2018 EDITION; THE NATIONAL ELECTRICAL CODE, 2017 EDITION; THE INTERNATIONAL FIRE CODE, 2018 EDITION; THE INTERNATIONAL RESIDENTIAL CODE, 2018 EDITION; THE MARICOPA ASSOCIATION OF GOVERNMENTS BUILDING CODE AMENDMENTS AND STANDARDS DATED JUNE 19, 2013, UPDATED 2019; BY AMENDING SECTION 15.04.010 ADOPTION BY REFERENCE; REPEALING SECTION 15.04.020 AMENDMENTS TO INTERNATIONAL BUILDING CODE, NATIONAL ELECTRICAL CODE, INTERNATIONAL FIRE CODE AND INTERNATIONAL RESIDENTIAL CODE AND ADOPTING A NEW SECTION 15.04.020 AMENDMENTS TO INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, NATIONAL ELECTRICAL CODE, AND INTERNATIONAL FIRE CODE; AND AMENDING SECTION 15.04.040 ARIZONANS WITH DISABILITIES ACT, ALL RELATED TO THE REGULATION OF MAINTENANCE OF BUILDINGS WITHIN THE TOWN, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES; AND DECLARING AN EMERGENCY.

WHEREAS, those certain documents known as the "International Building Code, 2018 Edition," the "National Electrical Code 2017 Edition," the "International Fire Code, 2018 Edition," "Sun City Fire District Fire Code Local Amendments, Dated October 21, 2019," the "International Residential Code, 2018 Edition," and the "Maricopa Association of Governments Building Code Amendments and Standards, dated June 19, 2013, Updated 2019" of which at least three paper copies or one paper copy and one electronic copy of each are on file with the Town Clerk for the Town of Youngtown in compliance with A.R.S. § 9-802, are hereby declared to be a public record and shall be kept available for public use and inspection.

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 15 Buildings and Construction, Chapter 15.04 Uniform Construction Codes Adopted, Section 15.04.010 Adoption by Reference is hereby amended to read as follows (deleted text appears in ~~strikeout~~; new text in ALL CAPS):

Section 15.04.010 Adoption By Reference.

A. Those certain documents known as the:

1. International Building Code, ~~2012~~ 2018 Edition;
2. National Electrical Code ~~2014~~ 2017 Edition;
3. International Plumbing Code, 2012 Edition;

4. International Mechanical Code, 2012 Edition;
5. International Fire Code, 2012 2018 Edition;
6. International Residential Code, 2012 2018 Edition;
7. International Fuel Gas Code, 2012 Edition;
8. International Property Maintenance Code, 2012 Edition;
9. International Existing Building Code, 2012 Edition.
10. The Maricopa Association of Governments Building, ~~Electric, Plumbing and Mechanical Amendments~~ CODE AMENDMENTS AND STANDARDS dated June 12 19, 2013, UPDATED 2019, ~~three copies of each document which are on file at the town clerk's office at the town, such documents which are made a public record and are referred to, adopted, and made a part of this title as if fully set out in this section.~~

SHALL BE ADOPTED AND MADE A PART OF THIS TITLE AS IF FULLY SET OUT IN THIS SECTION.

B. Any person found guilty of violating any provision of these codes shall be guilty of a Class 1 misdemeanor. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

The Code of Youngtown, Arizona Title 15 Building and Construction, Chapter 15.04 Uniform Construction Codes Adopted is hereby amended by repealing Section 15.04.020 in its entirety and adopting a new Section 15.04.020 Amendments to International Building Code, National Electrical Code, International Fire Code, and International Residential Code to read as follows (deleted text appears in -strikeout; new text in ALL CAPS):

SECTION 15.04.020 AMENDMENTS TO INTERNATIONAL BUILDING CODE, NATIONAL ELECTRICAL CODE, INTERNATIONAL FIRE CODE, AND INTERNATIONAL RESIDENTIAL CODE.

A. THE 2018 INTERNATIONAL BUILDING CODE ADOPTED IS AMENDED AS FOLLOWS:

1. CHAPTER 1 SCOPE AND ADMINISTRATION:

101.1 TITLE. THESE REGULATIONS SHALL BE KNOWN AS THE BUILDING CODE OF THE TOWN OF YOUNGTOWN, HEREINAFTER REFERRED TO AS "THIS CODE."

101.4 REFERENCED CODES. THE OTHER CODES LISTED IN SECTIONS 101.4.1 THROUGH 101.4.7, ADOPTED BY THE TOWN OF YOUNGTOWN, AS AMENDED, AND REFERENCED ELSEWHERE IN THIS CODE SHALL BE CONSIDERED PART OF THE REQUIREMENTS OF THIS CODE TO THE EXTENT OF EACH SUCH REFERENCE.

101.4.3 PLUMBING. THE PROVISIONS OF THE UNIFORM PLUMBING CODE OR INTERNATIONAL PLUMBING CODE, AS AMENDED, SHALL APPLY TO THE INSTALLATION, ALTERATION, REPAIR AND REPLACEMENT OF PLUMBING SYSTEMS, INCLUDING EQUIPMENT,

APPLIANCES, FIXTURES, FITTINGS AND APPURTENANCES, AND WHERE CONNECTED TO A WATER OR SEWAGE SYSTEM AND ALL ASPECTS OF A MEDICAL GAS SYSTEM. THE PROVISIONS OF THE INTERNATIONAL PLUMBING CODE SHALL ALSO APPLY TO PRIVATE SEWAGE DISPOSAL SYSTEMS.

103.1 CREATION OF ENFORCEMENT AGENCY. THE AUTHORITY AND RESPONSIBILITY FOR ADMINISTRATION AND ENFORCEMENT OF THIS CODE IS ASSIGNED TO THE DEVELOPMENT SERVICES MANAGER WHO SHALL ALSO BE KNOWN AS THE BUILDING OFFICIAL OR FUNCTIONAL EQUIVALENT.

105.2 WORK EXEMPT FROM PERMIT. **BUILDING (1) & (2)** ARE AMENDED TO READ:

1. ONE-STORY DETACHED *ACCESSORY STRUCTURES* USED AS TOOL AND STORAGE SHED, PLAYHOUSES, AND SIMILAR USES, PROVIDED THE FLOOR AREA DOES NOT EXCEED 200 SQUARE FEET (18.58M²).

2. FENCES NOT OVER 6 FEET (1828.8MM).

105.3.2 TIME LIMIT OF APPLICATION. AN APPLICATION FOR A PERMIT OR STANDARD PLAN APPROVAL FOR ANY PROPOSED WORK SHALL BE DEEMED TO HAVE BEEN ABANDONED 180 DAYS AFTER THE DATE OF FILING, UNLESS SUCH APPLICATION HAS BEEN PURSUED IN GOOD FAITH OR A PERMIT HAS BEEN ISSUED; EXCEPT THAT THE BUILDING OFFICIAL IS AUTHORIZED TO GRANT ONE OR MORE EXTENSIONS OF TIME FOR ADDITIONAL PERIODS NOT EXCEEDING 90 DAYS EACH. THE EXTENSION SHALL BE REQUESTED IN WRITING AND JUSTIFIABLE CAUSE DEMONSTRATED. THE APPLICATION FOR EXTENSION SHALL INCLUDE PAYMENT OF A NON-REFUNDABLE FEE AS SET FORTH IN IN THE CURRENT FEE SCHEDULE ADOPTED BY THE TOWN.

105.6 SUSPENSION OR REVOCATION. THE BUILDING OFFICIAL IS AUTHORIZED TO SUSPEND OR REVOKE A PERMIT ISSUED UNDER THE PROVISIONS OF THIS CODE WHEREVER THE PERMIT IS ISSUED IN ERROR OR ON THE BASIS OF INCORRECT, INACCURATE OR INCOMPLETE INFORMATION, OR IN VIOLATION OF ANY ORDINANCE OR REGULATION OR ANY OF THE PROVISIONS OF THIS CODE, OR REASONABLE AND CONTINUOUS PROGRESS HAS NOT BEEN MADE TO COMPLETE THE CONSTRUCTION, OR THE CONTINUANCE OF ANY WORK BECOMES DANGEROUS TO LIFE OR PROPERTY.

IT SHALL BE UNLAWFUL TO PROCEED WITH ANY WORK FOR WHICH A PERMIT WAS ISSUED AFTER NOTICE OF PERMIT

SUSPENSION OR REVOCATION IS SERVED ON THE PERMIT HOLDER, THE OWNER OR THE PERSON HAVING RESPONSIBLE CHARGE OF THE WORK. REINSTATEMENT OF A SUSPENDED PERMIT SHALL BE BY WRITTEN NOTICE FROM THE BUILDING OFFICIAL AUTHORIZING WORK TO RESUME, WITH OR WITHOUT CONDITIONS. REVOKED PERMITS SHALL BE CANCELED AND THE PERMIT FEE SHALL NOT BE REFUNDED.

108.3 TEMPORARY POWER. THE BUILDING OFFICIAL IS AUTHORIZED TO GIVE PERMISSION TO TEMPORARILY SUPPLY AND USE POWER IN PART OF AN ELECTRIC INSTALLATION BEFORE SUCH INSTALLATION HAS BEEN FULLY COMPLETED AND THE FINAL CERTIFICATE OF COMPLETION HAS BEEN ISSUED. THE PART COVERED BY THE TEMPORARY CERTIFICATE SHALL COMPLY WITH THE REQUIREMENTS SPECIFIED FOR TEMPORARY LIGHTING, HEAT OR POWER IN THE NATIONAL ELECTRICAL CODE.

2. SECTION 3109 IS HEREBY REPEALED AND REPLACED IN ITS ENTIRETY WITH:

THE PROVISIONS OF SECTION 1309 OF THE INTERNATIONAL BUILDING CODE, 2012 EDITION, DECLARED A PUBLIC RECORD BY AND ADOPTED IN TOWN ORDINANCE 14-01, AS AMENDED, SHALL CONTINUE TO APPLY TO THE DESIGN, CONSTRUCTION, AND INSTALLATION OF SWIMMING POOLS AND SPAS, EXCEPT THAT SECTION 3109.3 PUBLIC SWIMMING POOLS IS AMENDED TO READ:

3109.3 SWIMMING POOLS. SWIMMING POOLS SHALL BE COMPLETELY ENCLOSED BY A FENCE AT LEAST 6 FEET (1828.8MM) IN HEIGHT. OPENINGS IN THE FENCE SHALL NOT PERMIT THE PASSAGE OF A 4- INCH DIAMETER (102MM) SPHERE. THE FENCE SHALL BE EQUIPPED WITH SELF-CLOSING AND SELF-LATCHING GATES.

3. CHAPTER 13 ENERGY EFFICIENCY IS DELETED IN ITS ENTIRETY.

B. THE 2018 INTERNATIONAL RESIDENTIAL CODE ADOPTED IS AMENDED AS FOLLOWS:

1. CHAPTER 1 SCOPE AND ADMINISTRATION IS HEREBY REPEALED AND REPLACED IN ITS ENTIRETY WITH:

R101.1 TITLE. THESE PROVISIONS SHALL BE KNOWN AS THE RESIDENTIAL CODE FOR THE TOWN OF YOUNGTOWN, AND SHALL BE CITED AS SUCH AND WILL BE REFERRED TO HEREIN AS "THIS CODE."

R101.2 ADMINISTRATION. FOR THE ADMINISTRATION OF THIS CODE, SEE THE 2018 INTERNATIONAL BUILDING CODE, AS AMENDED.

2. CHAPTER 3 BUILDING PLANNING IS HEREBY AMENDED AS FOLLOWS:

TABLE R301.2(1) CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

Ground Snow Load	WIND DESIGN				SEISMIC DESIGN CATEGORY	SUBJECT TO DAMAGE FROM			WINTER DESIGN TEMP	ICE BARRIER UNDERLAYMENT REQUIRED	FLOOR HAZARD	AIR FREEZING INDEX	MEAN ANNUAL TEMP.
	Speed (MPH)	Topographic Effects	Special Wind region	Wind-borne Debris zone		Weathering	Frost line depth	Termite					
NO	89 MPH (ASD) 115 (ULTIMATE)	NO	NO	NO	B	Negligible	NO	MODERATE TO HEAVY	32	NO	FEMA	N/A	72.6° F

R302.6 DWELLING-GARAGE FIRE SEPARATION.

OPENINGS IN GARAGE WALLS SHALL COMPLY WITH R302.5.
ATTACHMENT OF GYPSUM BOARD SHALL COMPLY WITH TABLE R702.3.5.

THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN 5/8" GYPSUM BOARD OR EQUIVALENT APPLIED TO THE GARAGE SIDE. GARAGES BENEATH HABITABLE ROOMS SHALL BE SEPARATED FROM ALL HABITABLE ROOMS ABOVE BY NOT LESS THAN 5/8" TYPE X GYPSUM BOARD OR EQUIVALENT. WHERE THE SEPARATION IS A FLOOR-CEILING ASSEMBLY, THE STRUCTURE SUPPORTING THE SEPARATION SHALL ALSO BE PROTECTED BY NOT LESS THAN 5/8" GYPSUM BOARD OR EQUIVALENT.

TABLE R302.6 DWELLING-GARAGE SEPARATION

SEPARATION	MATERIAL
FROM THE RESIDENCE AND ATTICS	NOT LESS THAN 5/8-INCH GYPSUM BOARD OR EQUIVALENT TO THE GARAGE SIDE
FROM ALL HABITABLE ROOMS ABOVE THE GARAGE	NOT LESS THAN 5/8-INCH TYPE X GYPSUM BOARD OR EQUIVALENT
STRUCTURE (S) SUPPORTING FLOOR/CEILING ASSEMBLIES USED FOR SEPARATION BY THIS SECTION.	NOT LESS THAN 5/8-INCH GYPSUM BOARD OR EQUIVALENT
GARAGES LOCATED LESS THAN 3 FEET FROM A DWELLING UNIT ON THE SAME LOT	NOT LESS THAN 1/2-INCH GYPSUM BOARD OR EQUIVALENT APPLIED TO THE INTERIOR SIDE OF EXTERIOR WALLS THAT ARE WITHIN THIS AREA

313.2 AUTOMATIC FIRE SPRINKLERS. IN ACCORDANCE WITH A.R.S. § 9-807, DELETE THIS SECTION IN ITS ENTIRETY

3. CHAPTER 8 ROOF-CEILING CONSTRUCTION, SECTION R801 GENERAL SHALL BE AMENDED TO ADD SECTION R801.4 AS FOLLOWS:

R801.4 MANUFACTURED TRUSSES SHALL BE USED IN THE CONSTRUCTION OF ANY BUILDING THAT IS 20' OR MORE IN WIDTH (CLEAR SPAN).

4. CHAPTER 11 ENERGY EFFICIENCY IS DELETED IN ITS ENTIRETY.

5. SECTION E3404.1 APPLICABILITY. IS HEREBY REPEALED AND REPLACED IN ITS ENTIRETY WITH:

FOR ELECTRICAL SYSTEMS NOT COVERED BY THIS CODE, SEE THE 2017 NATIONAL ELECTRICAL CODE.

C. THE 2017 NATIONAL ELECTRICAL CODE ADOPTED IS AMENDED TO ADD:

1. ALL WIRING UNDER THE NATIONAL ELECTRICAL CODE SHALL BE COPPER WIRING.

D. THE 2018 INTERNATIONAL FIRE CODE ADOPTED IS AMENDED TO ADD:

THE TOWN IS FULLY CONTAINED WITHIN AND SERVED BY THE SUN CITY FIRE AND MEDICAL DEPARTMENT AND HEREBY ADOPTS THE SUN CITY FIRE AND MEDICAL DEPARTMENT FIRE CODE LOCAL AMENDMENTS, DATED OCTOBER 21, 2019, AS AMENDED, FOR THE TOWN OF YOUNGTOWN.

The Code of Youngtown, Arizona Title 15 Building and Construction, Chapter 15.04 Uniform Construction Codes Adopted Section 15.04.040 Arizonans with Disabilities Act is hereby amended as follows (deleted text appears in -strikeout; new text in ALL CAPS):

"Arizonans with Disabilities Act" (Arizona Revised Statutes, Title 41, Chapter 9, Article 8), AS AMENDED, and the "Arizonans with Disabilities Act Implementing Rules" (Arizona Administrative Code, Title 10, Chapter 3, Article 4), AS AMENDED, which rules incorporate the Federal "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities," be and the same are hereby adopted as the Arizonans with Disabilities Act of the town and shall apply to new construction and alterations and not to buildings or portions of existing buildings ~~that do not meet the standards and specifications as of the effective date of this ordinance~~ CONSTRUCTED PRIOR TO FEBRUARY 1, 2014.

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 found guilty of violating any provision of this Ordinance shall be guilty of a class one misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed Two Thousand Five Hundred Dollars (\$2,500) or by imprisonment for a period not to exceed six (6) months, or both such fine and imprisonment. Each day that a violation continues shall be a separate offense punishable as herein described.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this _____ day of _____, 2021, by the following vote:

AYES: _____

NAYES: _____ ABSENT: _____

EXCUSED: _____ ABSTAINED: _____

APPROVED this ____ day of _____, 2021.

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. _____ ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN ON THE ____ DAY OF _____, 2021, WAS POSTED IN THREE PLACES ON THE ____ DAY OF _____, 2021.

Nicole Smart, Town Clerk



TOWN COUNCIL ACTION FORM

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

STAFF PRESENTER: Gregory Arrington, Community Development Manager

RECOMMENDATION:

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

COMMUNITY BENEFIT:

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

DISCUSSION:

Staff is recommending approval of the Agreement between the AZ Code Consultants and the Town of Youngtown as and on-call service to be provided by the AZ Code Consultants per the Agreement during the fiscal year ending on June 30, 2022.

FISCAL IMPACT:

To be determined.

REVIEWED BY:

____ Per Email _____
Trish Stuhan, Town Attorney

____ Per Email _____
Jeanne Blackman, Town Manager

PREPARED BY:

____ Per Email _____
Gregory Arrington, Community Development Manager

AGREEMENT FOR SERVICES

THIS Agreement is entered into as of this ____ day of _____ 2021, by and between the Town of Youngtown, Arizona, a municipal corporation (the "Town") and AZ Code Consultants, a limited liability company (the "Contractor") for the purpose of providing plan review and building inspection services. The Town and Contractor agree:

1.0 SERVICES AND RESPONSIBILITIES

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

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

1.3 Responsibility of the Contractor.

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

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

1.3.3 Contractor shall designate H.L. "Bert" Stone as its Contractor Representative and all communications shall be directed to him. Key Contractor Personnel are set forth in Exhibit B. "Key Personnel" includes the Contractor, employee who will place his license number and signature on documents, and employees who have significant responsibilities regarding the Services. Contractor shall notify Town and obtain approval for changes to Key Personnel.

1.3.4 Contractor's subcontracts are set forth in Exhibit B. Contractor shall notify Town and obtain approval for any changes to Contractor's subcontracts.

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

1.3.6 Contractor shall coordinate its activities with the Town's Representative.

1.3.7 Contractor is responsible to provide its own labor, materials, equipment, and transportation, and other facilities and services necessary for the proper execution and

completion of Contractor's Services, and to pay all associated costs thereof, including but not limited to insurance. Contractor shall provide and pay for and insure all Contractor's equipment necessary for the Services.

1.3.8 Contractor is responsible for all business registrations, licenses, and permits required to be held by Contractor or in Contractor's name and to pay any fees associated therewith, as may be necessary or customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes upon any such registrations, licenses, or permits provided for in this paragraph. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Services.

1.4 Responsibility of the Town.

1.4.1 The Town shall cooperate with the Contractor by placing at its disposal all available information concerning the Services. Town agrees to obtain its own legal, insurance and financial advice Town may require for the Project.

1.4.2 Town designates Gregory Arrington, Community Services Manager, as its Town Representative. All communications to Town shall be through its Town Representative.

1.5 Contract term.

This Contract shall be effective as of July 1, 2021 and shall remain in full force and effect through June 30, 2022 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four (4) successive fiscal one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the Town, subject to the availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term, and (iii) the Town approves the additional one-year term in writing as evidenced by the Town Manager's signature thereon, which approval may be withheld for any reason. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2.0 COMPENSATION AND METHOD OF PAYMENT

2.1 Compensation. All compensation for complete and satisfactory completion of services rendered by Contractor, including its subcontractor(s), shall be set forth in Exhibit C.

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

2.3 W-9. Contractor shall provide a completed W-9 Form prior to receipt of compensation.

3.0 CHANGES TO THE SCOPE OF SERVICES

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

4.0 INSURANCE REPRESENTATIONS AND REQUIREMENTS

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

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

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

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

4.5 Primary Insurance. Contractor's insurance shall be primary insurance as pertaining to the performance of this Agreement and in the protection of the Town as an Additional Insured.

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

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

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

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

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

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

- a. Commercial General Liability-Under ISO Form CG 20 10 11 85 or equivalent.

- b. Auto Liability-Under ISO Form CA 20 48 or equivalent.
- c. Excess Liability-Follow Form to underlying insurance.

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

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

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

4.11 Required Coverage:

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

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

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

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

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

5.0 INDEMNIFICATION

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

5.2 Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to

limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

6.0 TERMINATION OF THIS AGREEMENT

6.1 Termination. The Town may, by written notice to the Contractor, terminate this Agreement in whole or in part with thirty (30) days' notice, either for the Town's convenience or because of the failure of the Contractor to fulfill its 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 other information and materials as may have been accumulated by the Contractor in performing this Agreement, whether completed or in process. This Agreement may be terminated in whole or in part by the Contractor in the event of substantial failure by the Town to fulfill its obligations.

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

7.0 ASSURANCES

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

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

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

7.4 Litigation. Should litigation be necessary to enforce any term or provision of this Agreement, or to collect any damages claimed or portion of the amount payable under

this Agreement, all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

7.5 Independent Contractor. This Contract does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not Town's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Internal Revenue Code, the Immigration and Naturalization Act, Arizona revenue and taxation laws, Arizona Workers' Compensation Law, and Arizona Unemployment Insurance Law. The Contractor agrees that it is a separate and independent enterprise from Town, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Contract shall not be construed as creating any joint employment relationship between the Contractor and Town, and Town will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

7.6 Immigration Law Compliance Warranty: Contractor shall comply with applicable laws and warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 44-14401 is incorporated herein by reference in full.

7.7 Sole Agreement. There are no understandings or agreements except as expressly stated by the parties in this Agreement.

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

TOWN:

Town Manager
Town of
Youngtown
12030 North Clubhouse
Square Youngtown, Arizona
85363

CONTRACTOR:

AZ Code Consultants, LLC
H.L. "Bert" Stone, C.B.O., Owner
P.O. Box 273
Queen Creek, Arizona 8514

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

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

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

8.0 SUSPENSION OF WORK

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

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

9.0 INTERESTS AND BENEFITS

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

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

9.3 A.R.S. § 38-511. This Contract is subject to cancellation under A.R.S. § 38-511.

10.0 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.

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

TOWN OF YOUNGTOWN

By: _____
Mayor

ATTEST:

By: _____
Town Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Pierce Coleman PLLC
Town Attorneys

CONTRACTOR

By: _____
Its: _____

Exhibit A

SCOPE OF WORK

Contractor is expected to spend ten (10) to twenty (20) hours per week providing plan review and building inspection services, as needed and requested by the Town of Youngtown. The specific scope of work may change from project to project. However, the scope of work shall generally include, although not be limited to the following:

PLAN REVIEW SERVICE

- Plans and/or electronic copies of documents are submitted to the Building Department.
- Building Department notifies Contractor of plan submittal by email or Bluebeam. Contractor picks up/delivers plan submittals or Contractor will conduct plan reviews through Bluebeam Suite.
- Contractor reviews documents, writes redlines on the plans, and creates a comment letter indicating the deficiency, location of the deficiency, code requirement, and request to comply. Or Contractor reviews electronic submittals and identifies non-compliance items, electronically stamps plans for review submittal and returns to Building Department. All plans are reviewed to comply with Town of Youngtown adopted Codes (International Building, Plumbing, Mechanical, Residential, Energy and Fuel Gas and National Electrical) as amended by the Town.
- Contractor delivers hard copies of all documents and comment letter to the Town of Youngtown Building Department or as completed electronically.
- Process repeats until plans are approved.
- Stamped approved plans and supplemental documents are delivered to the Building Department or if completed electronically the electronic approved submittal is returned to Building Department.

INSPECTION SERVICE

- Contractor's inspectors will report to the Town Inspection Section at the beginning of and prior to the end of each regular workday to complete required paperwork and update inspection results within the Town's inspection tracking system. All assigned inspections shall be completed on the same business day assigned.
- Contractor's inspectors will review assigned project plans for familiarity for compliance with code requirements and discrepancies after permit issuance. Compliance with code or discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electric, Plumbing Codes, and (ADA) accessibility regulations

mandated by the State and Town ordinances and Department policies and applicable laws in effect at the time of application for construction permits.

- Contractor's inspectors will notify Town of Youngtown Building Official and project contractor of any discrepancies.
- Contractor's inspectors will inspect commercial, industrial, or residential buildings during various stages of construction such as foundations, concrete, steel, masonry, framing, plastering or a large variety of other complex and routine building system elements to ensure compliance with applicable Town codes, amendments and ordinances.
- Contractor's inspectors will coordinate inspection activities with other Town departments and divisions as may be necessary; confer with architects, engineers, contractors, and superintendents in the field and office.
- Contractor will provide the inspector(s) with a cell phone, hand tools, code books, any safety equipment required by an assigned project or any Town, state or federal laws or ordinances and a vehicle insured per Town requirements when performing inspection services on behalf of the Town.
- Contractor's inspectors will respond to telephone inquiries about code requirements and inspection procedures relating to assigned projects. These inquiries may relate to inspections in process or may relate to inspections which have been completed but where construction is still in progress.
- Contractor's inspectors will use existing Town correction notices or other forms and shall follow all policies and procedures of the Town's inspection section.

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Exhibit B

CONTRACTOR'S KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL:

H.L. "Bert" Stone -ICC Certified

Barry Collins- ICC Certified

SUBCONTRACTORS:

N/A

EXHIBIT C

PAYMENT SCHEDULE

A. Compensation. Contractor hereby agrees to review all plan submittals for architectural, structural, plumbing, ADA (as it applies) and mechanical issues according to the payment schedule below. All fees include initial review and two rechecks. The consideration of payment to Contractor, as provided below, 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:

Fees

- New Construction, Remodels, Additions over \$100,000 valuation - 65% of Plan Review Fees
- New Construction, Remodels, Additions \$100,000 valuation and under - Per Hourly Fee Table
- Expedited Reviews (Must be Requested by Community Development Manager) - Two times plan review fee
- Deferred Submittals and Rechecks beyond third recheck - Per Hourly Fee below

Hourly Fee

- Structural Engineer/Architect.....\$105.00/hr.
- Civil Engineer/Inspector.....\$105.00/hr.
- Building Official Services.....\$ 65.00/hr.
- Plans Examiner/Inspector.....\$ 65.00/hr.

REVIEW TIME

- Standard - 7 to 10 business days
- Expedited - 3 to 5 business days

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.

C. Costs. Contractor shall not be reimbursed for costs or expenses without prior written approval from the Town. Any reimbursable costs agreed to by the Town must be submitted to Town with the monthly bill.

EXHIBIT D

CHANGE ORDER

CHANGE ORDER NO. _____

PROJECT: _____ DATE: _____

OWNER: Town of Youngtown, Arizona

CONTRACTOR: _____

AGREEMENT DATED: _____

CHANGES: The Agreement is changed as follows:

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 will be:

Not valid until signed by both Town and Contractor.

Signature of Contractor indicates acceptance.

ACCEPTANCE STATUS:

Contractor

By _____

Date _____

Town of Youngtown

By _____

Date _____

ITEM 9.C

NO DOCUMENTS

ITEM 9.D

NO DOCUMENTS