



**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 **February 16, 2023** through *in-person and technological* means. Council members may attend the Council meeting in-person or via video/telephone conference, as authorized by A.R.S. Section 38-431(4).

The in-person meeting will occur at 12030 N. Clubhouse Square, Youngtown AZ 85363, in the Town Council Chambers. The public may also listen to the Town Council meeting by calling in telephonically using the conference call and meeting identification number provided below. **Please state your name when you call in, then mute your telephone for the remainder of the call to ensure the Town Council can conduct its meeting without interference.**

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

**DATE:** February 16, 2023

**TIME:** 5:30 p.m.

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

**Meeting ID:** 823 6612 3761

**Password:** 371582

**Link to the zoom meeting:**

<https://us02web.zoom.us/j/82366123761?pwd=dzh6T1pwa2tGNWVUY01hVmhhVEJRUT09>

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance and Invocation**
4. **Summary of Current Events:** Brief Summary of Current Events pursuant to ARS § 38-431.02(K). Council may not propose, discuss, or take legal action on the current event updates.
  - A. Summary of Current Events from Mayor and Council.
  - B. Summary of Current Events from Town Manager.
5. **Staff Reports:** Staff may provide reports to Council on the following subjects which may include discussion with Council. Council will not take legal action.
  - A. **Library:** The Library Manager may report to Council on library operations, monthly activities, book club events, and upcoming author visits.
  - B. **Public Works:** The Public Works Manager may report to Council regarding maintenance of Town facilities, recreational facilities, streets, parks, and schedules for work in the Town.

- C. Community Development:** The Community Development Manager and/or Community Development Coordinator may report to Council regarding business outreach, economic development projects, and code enforcement operations and activity reports.
- D. Finance:** The Finance Manager may report to Council regarding the Town's budget and monthly expenditures.
- E. Town Clerk:** The Town Clerk may report to Council regarding Town events, activities, meetings, and promotion of the Town on its website and social media sites.
- F. Municipal Court:** The Court Administrator may report to Council regarding activities of the Municipal Court, citations, hearings, and schedules.

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

- 7. Citizens Comments/Appearances from the Floor:** Please complete a speaker request form for the Town Clerk, listing the subject you would like to discuss. Each speaker is limited to five (5) minutes. Before you begin to speak, identify yourself clearly by stating for the record your name and address. Non-Agenda items: This is the time for citizens who would like to address the Town Council on any non-agenda item. The Council will listen to comments, and may take one of the following: 1) Respond to criticism; 2) Request that staff investigate and report on the matter; or 3) Request that the matter be scheduled on a future agenda.

## **8. Consent**

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

## **9. Business**

- A. Presentation and/or Discussion Re:** Sun City Fire and Medical District (SCFD) Report, which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services (Fire Marshal Jim Fox)
- B. Presentation and/or Discussion Re:** Maricopa County Sheriff's Office (MCSO) Report, which may include discussion of crime statistics, specific crimes including traffic violations, thefts, violent crimes, trespass and issues with homelessness, crime prevention, MCSO staffing levels, community needs, and response times, and presentation of the Maricopa County Sheriff's Office Flag to the Town of Youngtown February (Captain Stutsman)
- C. Discussion and/or Presentation Re:** Presentation of the Financial Report (Malia)
- D. Presentation, Discussion and/or Action Re:** Approval of budget appropriation transferring \$30,167. from the general fund contingency reserve to the General Fund/Parks and General Fund/Buildings for fiscal year 2021-2022 (Milia)
- E. Presentation, Discussion and/or Action Re:** Approval of agreement with Standard Construction Company related to construction of sidewalk improvements (Arrington)
- F. Presentation and Discussion Re:** Update to Council regarding the El Sol Invenenergy Battery Storage Center, Youngtown Flats, Ulysses, Enclave off Olive, and LGI Homes, LLC, Dunkin Donuts (Arrington)
- G. Presentation, Discussion and/or Action Re:** Update to Council in regards to all projects being tracked within the different departments on Venngage Project Management dashboard. (Blackman/Arrington)

**H. Presentation, Discussion and/or Action Re:** Review of applicant Vincenzo Pollara for the Community Garden Board and possible action to appoint member for a term beginning February 2, 2023 to June 30, 2026 (Smart)

**I. Presentation, Discussion and / or Action Re:** Ongoing efforts to address criminal activity, nuisances, and homelessness in the Town (Mayor)

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

**11. Future Agenda & Meetings**

**A.** There may be discussion of whether to place an item on a future agenda and the date, but not the merits of the item.

**B.** Announcement of the next Regular Council Meeting will be **Thursday, March 2, 2023.**

**Adjournment**

\*NOTE: Persons with special accessibility needs, including large print materials or interpreter, should contact the Town Clerk's office at (623) 933-8286 or TDD (623) 974-3665 no later than 24 hours in advance of regular scheduled meeting times. Citizens may appear before the Council to present their views on any subject concerning Town Government. The Council, however, may not discuss, consider or decide items NOT on the Agenda (ARS § 38-431.02 (H)) The Council will, if necessary, follow up at a later date. Due to limitation of time, citizens' comments are requested not to exceed five (5) minutes.

**POSTING CERTIFICATION OF THIS NOTICE**

The undersigned hereby certified that a copy of the attached notice and agenda were duly posted by 5:00 p.m. on **February 13, 2023** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.

  
\_\_\_\_\_  
Nicole Smart, Town Clerk

AGENDA DATE: February 16, 2023

**STAFF REPORT TO COUNCIL**

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

- Met with members of Valley Metro to discuss west valley multi-modal transportation proposal – more information will be forthcoming
- Met with Maricopa County Housing Services regarding meeting with El Mirage and Surprise to discuss a regional plan to deal with homelessness
- Attended the West Valley Mayors' and Managers' meeting hosted by the City of Tolleson
- Working with Finance and staff providing documentation to our annual audit which began on February 13, 2023



## STAFF REPORT TO COUNCIL

**DEPARTMENT:**  
LIBRARY

**DEPARTMENT REPORT SUBMITTED BY:**  
MARY VASS

Mary Vass attended the “What’s New in Young Adult Literature” webinar learning of the best of the best books published in 2022 for middle and high schoolers. Look for new additions coming to the Library.

The Rather Be Reading Book Club met on Tuesday, February 7<sup>th</sup>. We discussed the nonfiction book, *The Dressmaker’s of Auschwitz: The True Story of the Women Who Sewed to Survive* by Lucy Adlington. A fascinating book about the women who found a way to survive the death camps by sewing clothes for the Nazi elite. Next month’s selection is the *Tattooist of Auschwitz* by Heather Morris.

The youngest of our patrons celebrated Valentine’s Day at the Library. We read Valentine’s books, sang Valentine’s songs, and made a Valentine’s craft.

Adults weren’t left out on the Valentine celebrations. Our adult library users were able to go on a “Blind Date with a Book.” Books were bagged with clues about the title. Patrons checked out the book without knowing anything more about the book and “rated their date” when they finished.

Miss Mary took storytime on the road on Tuesday, February 14<sup>th</sup> to the Peoria Family Resource Center.

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

### Upcoming events:

- 2/20 – President’s Day – Library Closed
- 2/22 – Special Mo Willems Storytime with Miss Mary at 10:30 a.m.
- 3/1 – Special Dr. Seuss’ Birthday Storytime with Miss Mary at 10:30 a.m.
- 3/4 - Cover-to-Cover Spring Reading Program starts
- 3/7 – Rather Be Reading Book Club at 10:00 a.m.
- 3/9 – Friends of the Youngtown Library meeting at 9:00 a.m.
- 3/13-3/24 – Spring Break Crafting

### Services we offer:

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



## STAFF REPORT TO COUNCIL

<b>DEPARTMENT:</b> Public Works	<b>DEPARTMENT REPORT SUBMITTED BY:</b> Marty Mosbrucker
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### REPORT:

- Built new stairs with hand rails: Historical Museum.
- Staff review/updated: Bloodborne Pathogen document.
- Three new park tables ordered.
- Street sweeper: PM performed.
- Street resurfacing contract being reviewed by Town attorney- tentatively scheduled first week of May. Will present to council in March.
- Household Hazardous Waste resident pick up event scheduled for last two weeks of April. Will present to council in March.
- Caliche Park: received new playground mulch.
- River bottom abandoned homeless camp removed.
- Food control meeting: Town flood issues.



## STAFF REPORT TO COUNCIL

<b>DEPARTMENT:</b> Town Clerk/Community Development Coordinator	<b>DEPARTMENT REPORT SUBMITTED BY:</b> Nicole Smart
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### REPORT:

- The monthly Business License Report for January is attached for your review.
- Waiting on the approval to be a passport agent.
- Participated in the Code Enforcement interview.
- Updating Standard Operating Procedures manual for Town Hall.
- Reviewing the Policy and Administration Guidelines Manual.
- Reviewing the Town General Plan 2025 for updates, and will bring the draft forward to Council for approval.
- Working on retention files.
- Working on a map identifying the location of the local businesses and propriety owners.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories. [www.facebook.com/townofyoungtownaz](https://www.facebook.com/townofyoungtownaz).



# Town of Youngtown

## January 2023 Business License Report

### New Business Licenses

- Transient 4
- Commercial 3
- Home Based 0

### Renewals Business License

- Transient 50
- Commercial 30
- Home Based 9

New Business Licenses		Renewals Business License	
Transient	\$340.00	Transient	\$3,000.00
Commercial	\$383.33	Commercial	\$3,100.00
Home Based		Home Based	\$540.00
<b>TOTALS</b>	<b>\$723.33</b>	<b>TOTALS</b>	<b>\$6,640.00</b>

**Total Revenue for January 2023 = \$7,363.33**

**There was three new Commercial Businesses for the Month of January.**

**Youngtown Storage**

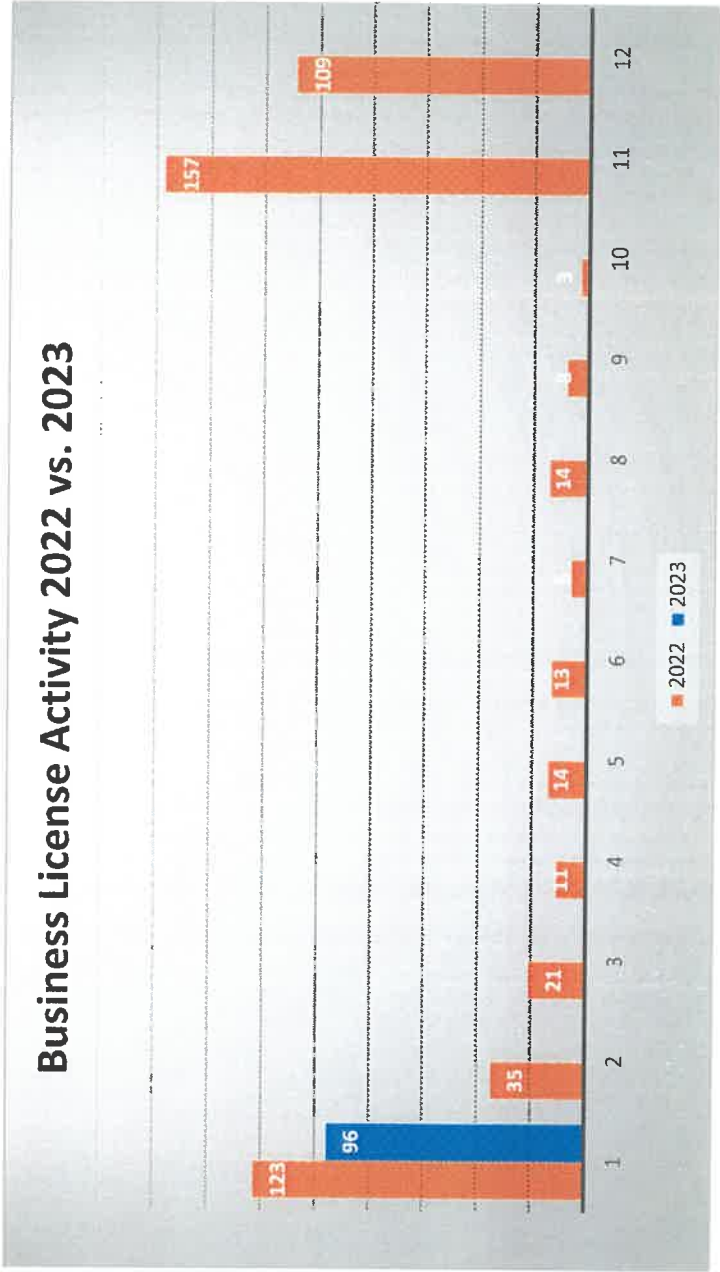
**Brenda's Kitchen**

**Gutter Guy**

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



	2022	2023
Jan	123	96
Feb	35	
Mar	21	
Apr	11	
May	14	
Jun	13	
Jul	6	
Aug	14	
Sep	8	
Oct	3	
Nov	157	
Dec	109	
<b>Total</b>	<b>514</b>	





## STAFF REPORT TO COUNCIL

**DEPARTMENT:** Community Development  
Manager

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

### REPORT:

- MARICOPA ASSOCIATION OF GOVERNMENTS
  - ECONOMIC DEVELOPMENT COMMITTEE
- AMERICAN INSTITUTE OF ARCHITECTS
  - LUNCH SEMINAR SERIES
- MARICOPA ASSOCIATION OF GOVERNMENTS
  - BUILDING OFFICIALS COMMITTEE
- CODE ENFORCEMENT LEAGUE OF ARIZONA
  - BOARD OF DIRECTORS MEETING



**MINUTES OF THE REGULAR MEETING  
COMMON COUNCIL OF YOUNGTOWN, AZ  
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS  
THURSDAY, FEBRUARY 2, 2023 at 5:30 P.M.**

1. **Call to Order:** Mayor LeVault called the meeting to order at 4:32 p.m.
2. **Roll Call:** Council present: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Council Members Margaret Chittenden, Mike Francis, Karen Haney Duncan, and Jim Starke. Councilmember Susan Hout called in telephonically.

Mayor LeVault asked for a motion to go into executive session.  
Councilmember Chittenden made the motion to go into executive session at 4:33 p.m.  
Councilmember Francis second the motion.

Adjourned the executive session at 5:08  
Councilmember Chittenden motion to adjourned the executive session.  
Councilmember Starke second.

Mayor LeVault mentioned to Councilmembers to take a break until the regular council meeting begins.

3. Mayor LeVault called the meeting to order at 5:30 p.m., immediately following the Special Meeting and Executive Session.

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

Staff present: Town Manager Jeanne Blackman, Town Clerk Nicole Smart, Administrative Assistant Carla Pena-Fields, Town Attorney Trish Stuhan, Attorney Michelle Stinson and Community Development Manager Gregory Arrington.

4. **Pledge of Allegiance and Invocation:** Councilmember Francis led the Pledge and Town Manager Blackman gave the Invocation.

5. **Summary of Current Events:**

Councilmember Haney Duncan gave an update on the EPCOR meeting she attended. She attended the meeting and spoke on behalf of the Town. EPCOR offers many programs to provide lower rates for veterans, etc. Please visit EPCOR's website for additional information.

Mayor LeVault stated he spoke with Sun City Home Owners' Association. We won that court case, so the consolidation has been pushed back by probably three years, but we expect that the next time EPCOR comes back for a rate increase, they will try to resurrect the court case. This is just something we will have to deal with sometime in the future. However, there probably will be a 10 to 20 percent rate increase for EPCOR. The wastewater was consolidated a couple of years ago, the issue at hand now is the consolidation of the water.

### **Summary of Current Events from Town Manager**

Town Manager Blackman met with Mayor LeVault, Affinium Security and MCSO to discuss community issues.

Town Manager Blackman met with Marilyn Page from the Quality Inn, along with Mayor LeVault and MCSO Captain Stutsman to discuss issues at the Quality Inn.

Town Manager Blackman met with Mayor LeVault, Public Works Manager Marty Mosbrucker, Town Engineer Grant Anderson, and staff from Maricopa County Flood Control District to discuss flooding issues within the Town – report will be forthcoming for review by the Town.

Town Manager Blackman meet with Public Works Manager Mosbrucker in regards to the Maricopa County flood district regarding the flooding issues that we have had within town, we have made some significant progress with the county and we are waiting for their final report to come back.

Town Manager Blackman gave an update on some issues that had been discussed at Previous Council meetings. We have had some residents voice their concerns over the Vandalism that has occurred at the fencing along the border of Uribe Park on SRMG's Property. The Town has worked closely with SRMG to have the slats that have been broken replaced in a timely manner. This has happened numerous times over the years. And any of the damage that has been done has been done by rocks, or vandalism from people. Town Manager Blackman knows there was concern about bullets, but that has not been proven to be the case in all the years that we have been dealing with and it has been inspected each time we have had an issue. Residents also brought forward concerns about the status of some of the playground equipment. There was one area that was missing the rubberized material on one of the steps to the slide, which has been repaired. We do have new picnic tables on order, as there were some sharp edges on the tables, which have been filed down and then covered with tape until the

There is another rubberized area that's under the playground, some of the edges are wearing a little bit just from normal wear and tear, but it has not impacted the integrity of the area.

Regarding Uribe Park, there have been many upgrades to the park. The basketball court has been resurfaced, the basketball court has been upgraded to led lighting, playground rubber surface was replaced along with a new standalone board for Town meeting notices and other important information. The Town will continue to maintain all of our parks.

Mayor LeVault stated for clarification the Town approves policies, however, they cannot enforce CC&R's.

Councilmember Chittenden mentioned she saw an article in regards to wrong way parking. When is the Town going to start enforcing the wrong way parking?

Town Attorney Stuhan stated this is not an agenized item, however you can meet with the Town Manager for additional information.

6. **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.
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  - 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.

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

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

Youngtown Citizen Franklin Fisher would like for the Town to look into installing speed bumps on 113<sup>th</sup> Avenue, and to look into the wrong way parking.

Mayor LeVault mentioned they are aware of this issue, and asked the Town Manager, and Community Development Arrington to look into the matter.

Youngtown Citizen Alicia Adams from the Agua Fria Ranch thanked the Town for going out to Uribe Park and taking care of the issues.

9. **Consent**

- A. **Approval of the Regular Meeting Minutes of January 19, 2023.**

*Motion to approve the following consent minutes.*

*Councilmember Chittenden*

*Second Councilmember Haney Duncan*

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

10. **Business**

- A. **Presentation and/or Discussion Re:** Presentation by the Ulysses project related to a multi family development proposed near Peoria and Fooks.

Mayor LeVault mentioned you may not be aware that Youngtown was originally incepted as a retirement community back in 1954, and incorporated in 1960. In 1998, Youngtown was forced to give up the age overlay, as they did not include a deed restriction, and was discovered it was impossible to enforce the age restriction. The Town's demographics since then have changed dramatically. We have gone from largely retirees, to now mostly young families, and our housing stock tends to be more affordable due to no property tax.

Connor Larr was in attendance to present the Ulysses project related to a multi-family development in Youngtown. Ulysses Development Group is a Denver-based developer of workforce and affordable housing nationwide, capitalizing on current dynamics in the national housing market.

They are active in markets in Denver, Phoenix, Orlando, and Reno. On September 14, 2022 Ulysses closed on its first new construction development in Phoenix, called Salt River Flats, which consists of 192 workforce units. The Arizona Department of Housing, and Maricopa County are important partners who provide funding to make these workforce homes feasible. The new site will be located at the Northwest Corner of W. Peoria Avenue and 115<sup>th</sup> Avenue. The site totals approximately 28.86 acres and is currently zoned Rural District. Their goal is to undergo a Major General Plan Amendment and rezone the site to R-1 with a Planned Area Development Overlay, which will allow for a multi-family development.

Connor Larr mentioned Ulysses is contemplating approximately 312 workforce housing units, which will be developed in two phases. The units will be spread across 13 garden-style residential buildings. The amenities will include a clubhouse, pool, fitness center, business center, children's play area, surface parking and direct pedestrian access to the Town's planned regional park along the West property line.

Youngtown is well-situated in the West Valley, making it a prime location to provide a solution to the ongoing housing challenges in the region, while also ensuring Youngtown's economic competitiveness going forward. Ulysses is committed to working with Town leadership to evaluate options for making a portion of their site available for the planned park and coordinate with the construction of the regional park improvements. Ulysses is committed to work also with the Town leadership, in regards to the adjacent storage facility, and the Agua Fria Ranch Homeowners Association to improve site access and Peoria Avenue, including access improvements to the proposed development, the storage facility, and the Homeowners' Association. The rerouting of traffic around the Homeowners' Association on a newly-construction "wrap road."

Mayor LeVault stated that they will work with the town in regards to the wrap-around at the end of Peoria. Also, we are adding two left turn lanes at North Parkway and Olive Avenue to alleviate traffic at that point.

Town Engineer Anderson stated the radius for the school bus systems, fire departments will be provided a minimal amount of extra room to turn around in the median island itself.

Kathryn French, President of the Homeowners' Associate for Agua Fria Ranch. She asked if you have 312 units planned, you will have approximately 600 vehicles coming in and out, and how many parking spaces will you need in that development?

Josh Mike, Senior Land Planner stated there will be a traffic study done, at this point it's difficult to answer that question.

Mayor LeVault stated there will be plenty of opportunities to voice your concerns during public hearings.

Youngtown Citizen Kristi Pullano is concerned about the purposed road behind her house. She lives on 116<sup>th</sup> Lane, and she has had many conversations with her neighbors, and not one of them are in agreement with this idea. She feels there needs to be major involvement with all of these residents for them to give their input, and the noise will be the number one complaint they have.

All of these homes, their bedrooms are going to face back where the traffic is going to be. We have concerns about opening more foot traffic, more issues being back there, and we have been heavily impacted by lots of crime that is going on. One of the suggestions was possibly build the wall higher to drown out the traffic noise, and lose the mountain views and the beautiful sunsets.

Mayor LeVault stated he is committed to coming out personally and bringing the Town Manager and maybe a staff member to meet with you and your neighbors and to listen to their concerns. Not everyone is going to agree on everything, but there will be plenty of opportunity for lots of public input. We are a long way from being in a position to deal with that kind of detail and we will give you plenty of opportunity, both me personally and in the public meetings where you can stand up and make yourself heard.

Discussions followed, including discussion on traffic flow, traffic study, school district, access road for the fire department, parking spaces for the tenants, fencing around the property, and water preservation.

Connor Larr mentioned they will be working with the Town Engineer in regards to the traffic study, and with the Peoria Wrap around. They will investigate which school district the property falls under. They will coordinate with the fire department in regards to the access road for the fire trucks, and they will speak with Community Development Manager Arrington in regards to the parking spaces for the tenants.

Youngtown resident Jody Kaczynski stated this is great for the people that are on a fixed income, however, when is this project supposed to start?

Mayor LeVault stated it can take up to two years to go through the whole process.

**B. Discussion and/or Action:** Approval of recommended allocation of improvement funds for the Façade Improvement Program.

Community Development Manager Arrington presented the improvement funds allocation for the Facade Improvement Program which provides grants to businesses or property owners to facilitate economic development in the Town by enhancing and restoring business storefronts along with addressing security concerns. This is the sixth consecutive year that the Town has offered this program to our local businesses.

Permitting upward development of our business centers will create greater capacity for redevelopment, higher state-shared revenues due to an increase in our population, and increased sales and rental taxes.

The allocation is as follows:

- RCGG Jubilee Parish \$10,000
- Roger Cox AC & Heating \$5,000
- LL & M Enterprises, LLC \$20,000

**The Fiscal impact is \$100,000.00 allocated through the 2022/23 Community Development Economic Development budget**

Mayo LeVault mentioned this is really paying some dividends for us, as we don't have a traditional commercial district, we have small shopping centers that are scattered throughout the town that date back to the 60's and 70's. So, this is a way for us to help with the owners to improve their facades and improve the look of the buildings or properties. This is a great support program.

*Motion to approve the recommended allocation of improvement funds for the Façade Improvement Program.*

*Vice Mayor Vickers*

*Second Councilmember Francis*

***Motion passed 7-0 on a roll call vote with all Councilmembers voting (Ayes: Mayor LeVault, Vice Mayor Vickers, Chittenden, Haney Duncan, Francis and Starke. Councilmember Hout's telephonic voice vote was noted as a yes.***

**C. Public Hearing Re: Proposed Business Licenses and Regulations Fees for Short-Term Rentals and Vacation Rentals.**

**i. Staff Review**

Town Attorney Stuhan explained the town has recently adopted regulations governing short term rentals, which is something recently the state legislature has allowed us to do with some restrictions. The ordinance is not in effect, however, one of the things we're going to do while we're waiting for it to go into effect is look at what type of fee we're going to want to charge. So, under Arizona state law, anytime the town assesses a new fee, or increases a fee, there is a public notice requirement. Staff is recommending a \$250 fee, that is the maximum that is permitted under state law. The town would post the notice to the public on its homepage of the Town's website, that we're planning to adopt fees, and to allow for public comments.

Staff believes that the maximum fee allowed by state law is probably appropriate in this case, and it can compile some information about that tonight. The impact is to have a discussion to see if you're in agreement with the \$250 fee. And if you are, then we'll start with the first public hearing for comments from the public. Then we would post the public notice with the amount of \$250 or below, and then this would not come back until April because it has to be posted on the website for a minimum of 60 days.

**ii. Mayor LeVault open Public Hearing at 6:54 p.m.**

Kathryn French, President of the Agua Fria Ranch Homeowners' Association, and the HOA has concerns in regards to the short-term rentals. The state may authorize the use, however, the HOA does have restrictions on the length of time that a home can be rented, and we do not have short-term, rentals have to be a month or more.



Otherwise, it cannot be done, it becomes a violation of CC&R's and our regulations.

Town Attorney Stuhan stated on the town side, we will be working the HOA, and the way the state law is drafted we have very limited grounds for denial of a short-term rental. However, from the Town's perspective, we are going to have to follow the application. We can't necessarily deny because of the CC&R's. Doesn't mean the Homeowners' Association does not have enforcement, the State allows us to deny on a few grounds, and CC&R's are not one of them. There are penalties for violations, and people can be issued citations to address parties, and other complaints.

Town Attorney Stuhan stated she will be working with the staff on how to enforce operations, and we have 90 days from the last meeting to work on those enforcements. So, tonight we need to adopt this notice of intent, with a maximum fee of \$250 annual license or if can be a specific dollar amount Council would like to see. The maximum fee covers for the Town Hall staff time, and processing time.

Mayor LeVault asked if we can put on the application to check with your Homeowner's Association prior to renting the house for a short-term rental.

Town Attorney Stuhan stated she will look into it.

iii. Mayor LeVault close Public Hearing at 7:01 p.m.

Adopt Notice of Intent to Hold 2<sup>nd</sup> Public Hearing and Adopt Fees at April 6, 2023 Council Meeting.

*Approval of the Proposed Business Licenses and Regulations Fees for Short-Term Rentals and Vacation Rentals with the maximum fee of \$250.00.*

*Councilmember Francis*

*Second Councilmember Starke*

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

**D. Presentation, Discussion and/or Action Re:** Approval of an intergovernmental agreement with Maricopa County regarding Emergency Management and Disaster Services through 2033.

Town Attorney Stuhan mentioned Maricopa Country is asking for approval of the Intergovernmental agreement in regards to the Emergency Management and Disaster Services to extend to 2033 for ten years instead of five years.

Community Development Manager Arrington mentioned the Emergency Management and Disaster Services agreement is already in place, this is an update for the plan to be extended from five to ten years.

Councilmember Chittenden asked if there will be any training?

Community Development Manager stated there will be some training once we obtain a radio to communicate with them as the system we had in the past was antiquated and was no longer connected to the County.

Vice Mayor Vickers asked if the Emergency room will still be in the EOC room?

Town Manager Blackman stated the Emergency room will be held in the Town Hall Conference room.

Approval of an intergovernmental agreement with Maricopa County regarding Emergency Management and Disaster Services through 2033.

*Councilmember Hout*

*Second Vice Mayor Vickers*

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

**E. Presentation, Discussion and/or Action Re: Youngtown's Sidewalk Improvement Program - Approval of Construction Contractor.**

Town has made a concerted effort to create a safe and walkable community for its residents. The lack of sidewalks throughout the Town poses a major safety challenge

Youngtown has received a grant in the amount of \$500,000.00 (Phase II) from the Community Development Block Grant Program. The Town received the following three (3) construction bids as detailed:

<b>ALK Asphalt, LLC</b>	<b>\$1,080,917.42</b>
<b>Hawkke, LLC</b>	<b>\$1,129,152.00</b>
<b>Standard Construction Company, Inc.</b>	<b>\$1,139,630.00</b>

Staff is recommending the rejection of **ALK Asphalt, LLC** and **Hawkke, LLC** based on the following:

**PROJECT EXPERIENCE**

**ALK Asphalt, LLC**

**CITY OF PHOENIX PROJECT**

Curb & Gutter, Sidewalk repair, ADA Ramps, Driveways, utility adjustment  
\$350K (thirty-two percent of proposed bid (1,080,917.42) amount)

**Does not meet Item 3 under stipulation "1.1.2 Eligibility of Contractor" requirement.**

**Hawkke, LLC**

**PINAL COUNTY PROJECT**

Extensive earth work and grading for 500-acre Regional Park including a  
Campground/Pyknic Area, with Equestrian Facilities and Trails.

**Does not meet Item 1 stipulation under "1.1.2 Eligibility of Contractor." requirement.**

Decommission (2) 10K & (1) 12K gallon RFP USTs. Dispensers & Piping, Back Fill &  
Restore Surface \$120,837.6

**Does not meet Item 3 under stipulation "1.1.2 Eligibility of Contractor" requirement**

**1.1.2.1 ELIGIBILITY OF CONTRACTOR**

1. Minimum of five years of recent and relevant experience in similar projects.
2. Two Key Personnel must have a minimum of three years' experience in similar projects.
3. The bidder must demonstrate successful completion of at least two similar projects, one of which must have a dollar value of at least seventy-five percent of the value bid for this project, both within the past five years.

Staff is therefore recommending approval of the contract with Standard Construction Company, Inc. in the amount of \$1,139,630.00 for completion of ten-thousand linear feet of new four feet wide ADA complaint sidewalks.

Mayor LeVault asked if we will come back during the fiscal year to transfer money from the HURF account to pay for the rest of the fee for the sidewalks?

Councilmember Haney Duncan asked when will the contractor will start the sidewalk project?

Town Manager Blackman stated the HURF money will be transferred once approved by Council. Town Manager Blackman also stated, once the contractor gives use their timeline, we will bring the agreement back to Council for approval. We will be bringing this back prior to June 2023 for the amendment to be approved.

*Youngtown's Sidewalk Improvement Program – Reject the AKL and Hawkke LLC and Approve Standard Contract of Construction Contractor.*

*Councilmember Haney Duncan*

*Second Councilmember Starke*

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

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

Mayor LeVault stated the audio triangulation network is supposed to be operational by the sixth of this month. Once that goes operational, there will training for Maricopa County Sheriff's Office, then it will go live. The audio triangulation will help us identify the source of gunshots to within a couple of meters, and there will 72 units

Town Manager Blackman stated El Mirage is installing Flock cameras as well. Once Maricopa County Sheriff's Office has been trained, we will have Captain Stutsman give Council an update.

Councilmember Chittenden asked if these will be retro-fitted.

Mayor LeVault stated this equipment will be added to the cameras currently in place, they will not be retrofitted. Unfortunately, as a mayor of a small town, we do not have the power to solve homelessness and drug addiction. We will continue to be proactive as creative as we can.

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

**H. Future Agenda & Meetings**

**A. Future Agenda Items – None**

**Adjournment**

*Motion to Adjourn Vice Mayor Vickers*

*Second – Councilmember Starke*  
***Meeting Adjourned 7:26 p.m.***

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Michael LeVault, Mayor

Attest:

---

Nicole Smart, Town Clerk

Minutes approved at the February 16, 2023 Council meeting.

**SUN CITY FIRE DISTRICT  
YOUNGTOWN MONTHLY REPORT  
JANUARY, 2023**

<b>INCIDENT RESPONSE SUMMARY</b>				
<b>Incident Type</b>	<b>JAN 2023</b>	<b>YTD</b>	<b>JAN 2022</b>	<b>YTD</b>
<b>FIRE</b>	3	3	4	4
<b>RESCUE &amp; EMS INCIDENT</b>	99	99	144	144
<b>HAZARDOUS CONDITION (NO FIRE)</b>	2	2	0	0
<b>SERVICE CALL</b>	2	2	2	2
<b>GOOD INTENT CALL</b>	3	3	4	4
<b>FALSE ALARM &amp; FALSE CALL</b>	4	4	7	7
<b>INCIDENT TOTAL</b>	113	113	161	161

<b>PREVENTION INSPECTION SUMMARY</b>				
<b>Property Use</b>	<b>Number of Initial</b>	<b>Number of Reinspects</b>	<b>Total Inspections</b>	<b>Total Violations</b>
<b>ASSEMBLY</b>	3	1	4	2
<b>EDUCATIONAL</b>	0	0	0	0
<b>HEALTH CARE, DETENTION, &amp; CORRECTION</b>	0	0	0	0
<b>RESIDENTIAL</b>	2	0	2	0
<b>MERCANTILE &amp; BUSINESS</b>	42	0	42	0
<b>STORAGE</b>	0	0	0	0
<b>SPECIAL PROPERTY &amp; OTHER</b>	0	0	0	0
<b>TOTAL INSPECTIONS</b>	47	1	48	2



Maricopa County Sheriff's Office

## Annual Report for Youngtown

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

### Data Sources and Knowledge Stores

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

### Definitions

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

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

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

### Additional Information

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

### References

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

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

## Top 20 Calls For Service

Event Category	2021	2022	2023
WELFARE CHECK	657	639	40
TRESPASSING	316	257	26
SUSPICIOUS PERSON	197	163	20
LOUD NEIGHBORS	150	102	3
DISTURBING	83	129	13
FALSE BURGLAR ALARM*	141	76	7
CIVIL ACTION	121	79	12
SUSPICIOUS ACTIVITY	103	73	9
UNWANTED GUEST	90	82	4
CITIZEN/MOTORIST ASSIST	92	74	7
SUSPICIOUS PERSON AND VEHICLE	78	70	6
FOLLOW UP	65	34	5
THEFT	41	54	2
CRIMINAL DAMAGE	62	30	4
LOITERING	26	44	3
CIVIL MATTER/STANDBY	35	34	3
INJURED/SICK PERSON	24	44	1
VEHICLE CRASH (NO INJURIES)*	35	26	2
NARCOTICS/OTHER DRUGS	41	20	1
PATROL/VACATION WATCH	31	26	2
ASSIST OTHER AGENCY	27	29	3
DEAD BODY	35	19	5
SHOTS FIRED	2450	2104	178
Total			

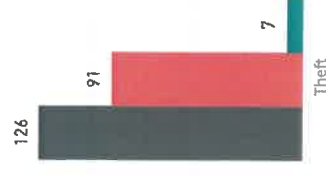
## Top 20 On View

Event Category	2021	2022	2023
PATROL/VACATION WATCH	448	193	20
FOLLOW UP	252	216	28
TRAFFIC VIOLATION*	109	197	11
TRESPASSING	73	61	2
CITIZEN/MOTORIST ASSIST	48	54	3
WELFARE CHECK	37	63	4
SUSPICIOUS PERSON AND VEHICLE	44	35	4
SUSPICIOUS PERSON	42	27	3
ORDERS OF PROT - HARASS -	36	18	6
CIVIL USE ONLY	39	11	
COMMUNITY POLICING*	27	22	1
SPECIAL DETAIL	13	15	3
SUSPICIOUS ACTIVITY	24	7	
SUSPICIOUS VEHICLE	4	25	2
TRAFFIC CONTROL	11	9	3
NARCOTICS/OTHER DRUGS	13	8	1
WARRANT ARREST	12	7	2
ASSIST OTHER AGENCY	10	11	
CIVIL SUMMONS - CIVIL USE ONLY	9	7	1
WARRANT ARREST ATTEMPT	10	6	
WARRANT ARREST -			
MISDEMEANOR WARRANTS	1261	992	94
Total			

## Top 20 Calls for Service with Incident Reports

Event Category	2021	2022	2023
CRIMINAL DAMAGE	35	48	2
THEFT	52	26	3
DEAD BODY	27	28	3
WELFARE CHECK	23	30	2
VEHICLE CRASH (NO INJURIES)*	16	36	1
TRESPASSING	25	20	2
BURGLARY FROM VEHICLE	35	11	
THEFT FROM VEHICLE	19	17	1
ASSAULT D/V	14	16	1
HIT AND RUN (NO INJURIES)	12	18	
Total	258	250	15

## Major Crime Indicators





Maricopa County Sheriff's Office

## Annual Report for Youngtown

January, 2023

### Top 20 Calls For Service

Event Category	2023	Event Category	2023
WELFARE CHECK	40	FOLLOW UP	28
TRESPASSING	26	PATROL/VACATION WATCH	20
SUSPICIOUS PERSON	20	TRAFFIC VIOLATION*	11
FALSE BURGLAR ALARM*	13	ORDERS OF PROT - HARASS - CIVIL	6
SUSPICIOUS ACTIVITY	12	USE ONLY	4
UNWANTED GUEST	9	SUSPICIOUS PERSON AND VEHICLE	4
9-1-1 HANG-UP	7	WELFARE CHECK	4
CIVIL ACTION	7	CITIZEN/MOTORIST ASSIST	3
SUSPICIOUS PERSON AND VEHICLE	7	NARCOTICS/OTHER DRUGS	3
FOLLOW UP	6	SUSPICIOUS ACTIVITY	3
SHOTS FIRED	5	SUSPICIOUS PERSON	3
THEFT	5		
<b>Total</b>	<b>157</b>	<b>Total</b>	<b>85</b>

### Top 10 Calls for Service with Reports

Event Category	2023
NARCOTICS/OTHER DRUGS	3
FOUND PROPERTY	2
ASSIST TO LAW ENFORCEMENT AGENCY	1
HIT AND RUN (NO INJURIES)	1
SUSPICIOUS ACTIVITY	1
<b>Total</b>	<b>8</b>

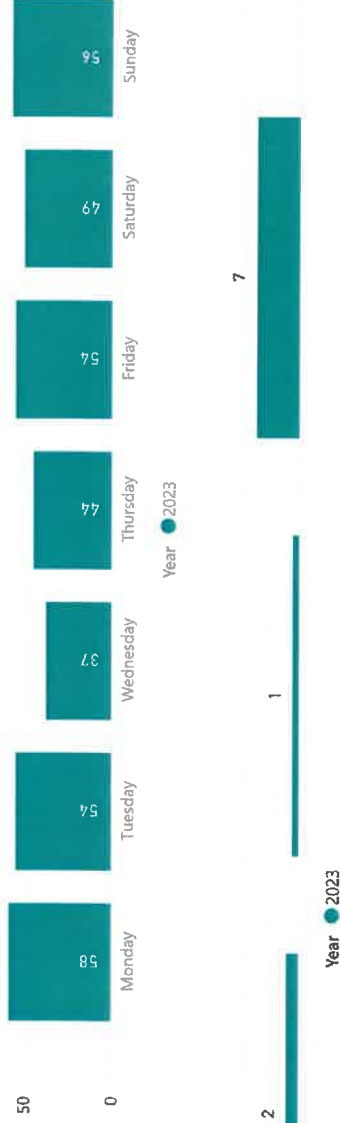
### Areas of Special Interest

Event Category	2023
ATTEMPT SUICIDE	1
DUI	1
NARCOTICS/OTHER DRUGS	5
<b>Total</b>	<b>7</b>

### Events by Call Source

Call Source	2023
Calls for Service (CFS)	252
Deputy Initiated Activities (On View/OV)	100
<b>Total</b>	<b>352</b>

### Calls for Service by Day of Week

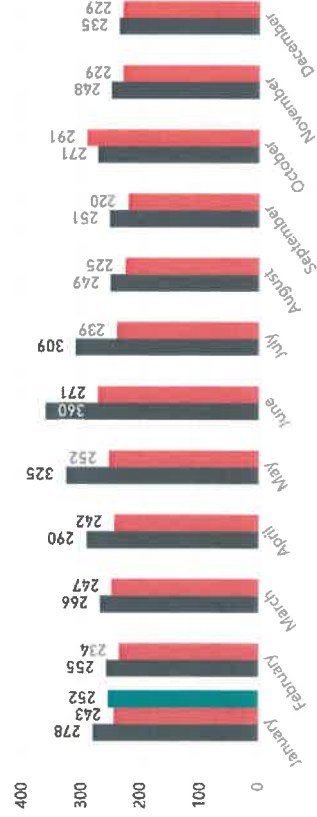


### Major Crime Indicators

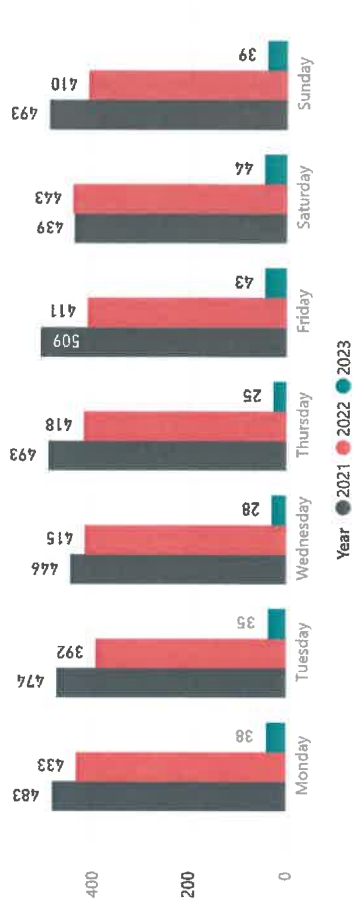


# CALLS FOR SERVICE

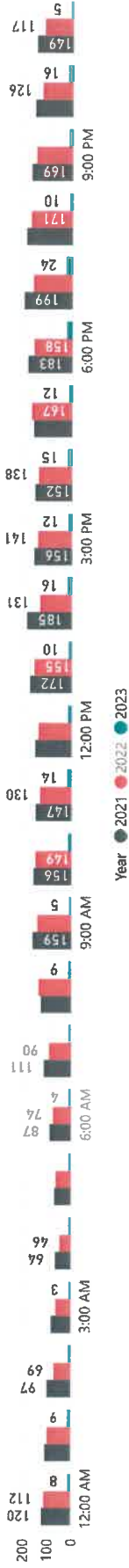
Calls for Service by Month



Calls for Service by Day of Week



Calls for Service by Hour



Calls for Service by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
2021	120	107	97	81	64	67	87	131	124	159	156	147	150	172	185	152	153	158	163	162	160	163	163	154	148	3337
2022	112	98	69	62	46	63	74	90	135	141	140	130	137	155	131	141	138	167	168	163	171	166	166	156	113	2922
2023	8	9	6	3	6	5	4	5	9	5	11	14	12	10	16	12	15	12	21	24	10	14	16	5	252	
Total	240	214	172	146	116	135	165	206	268	305	316	291	299	337	332	309	305	337	362	385	371	333	296	271	6511	

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

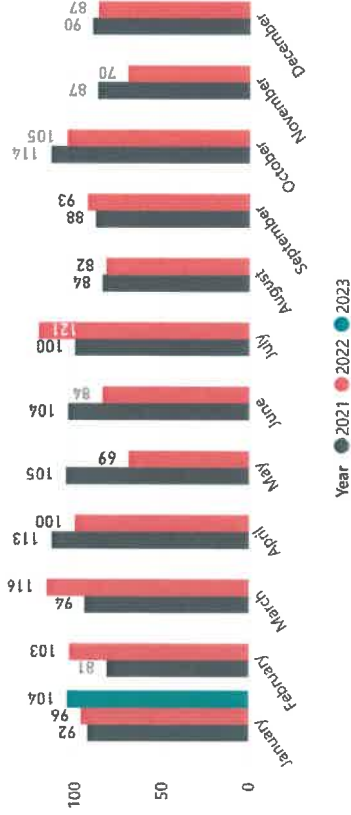
Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	28	34	23	16	16	20	24	33	41	51	52	52	43	45	48	48	47	57	37	45	94	44	32	36	954
Tuesday	32	25	18	28	17	23	28	32	48	81	36	45	56	41	38	43	43	36	47	53	30	51	29	33	901
Wednesday	29	25	21	18	12	16	19	31	40	44	45	48	35	54	42	48	43	54	49	53	58	33	43	889	
Thursday	24	29	20	15	12	21	33	31	42	41	51	32	30	45	55	47	46	50	59	58	57	38	43	32	936
Friday	31	26	21	21	18	21	20	32	35	38	52	44	44	47	42	48	56	56	54	53	58	56	49	46	963
Saturday	41	38	36	20	23	13	22	19	30	36	38	37	35	46	39	40	40	47	46	48	57	59	53	50	926
Sunday	35	37	33	28	18	21	19	28	32	34	44	32	36	52	56	43	36	37	58	53	57	55	54	31	942
Total	240	214	172	146	116	135	165	206	268	305	316	291	299	337	332	309	305	337	362	385	371	333	296	271	6511



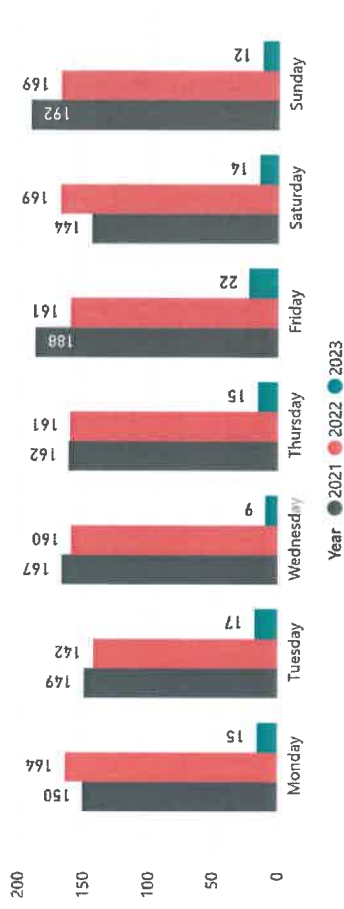
# CALLS FOR SERVICE

## ASSISTING UNITS

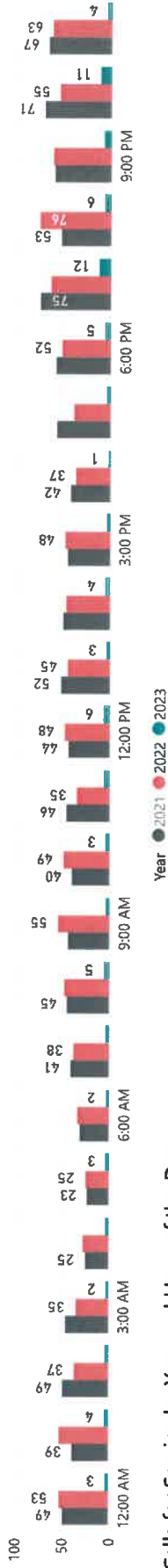
Calls for Service by Month



Calls for Service by Day of Week



Calls for Service by Hour



Calls for Service by Year and Hour of the Day

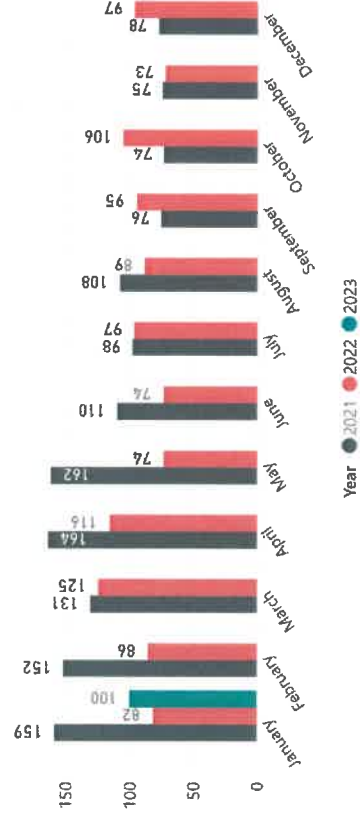
Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total	
2021	49	39	49	46	25	23	31	41	45	44	40	46	44	52	50	45	42	37	36	52	44	53	60	75	67	1152
2022	63	63	37	35	28	25	34	36	48	45	46	35	48	45	47	46	37	30	52	44	56	62	75	64	63	1126
2023	3	4	3	2	3	3	2	3	5	3	3	5	6	3	4	3	1	3	5	12	6	7	11	4	104	
Total	105	96	89	83	56	51	67	82	98	102	92	86	98	100	101	96	80	99	115	151	135	129	137	134	2382	

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

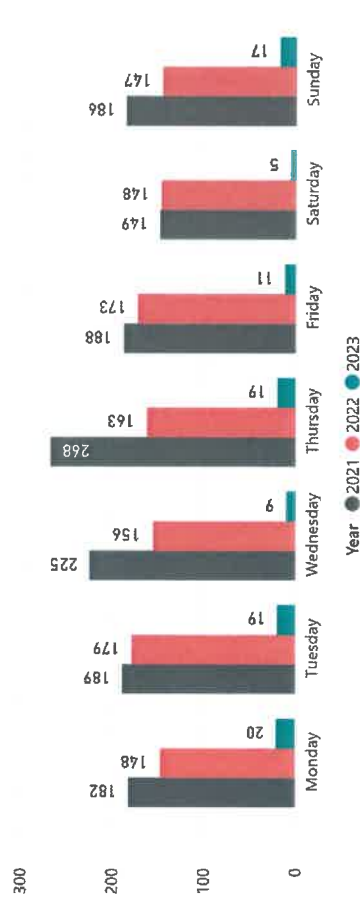
Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	11	17	16	8	9	8	9	13	13	27	15	14	13	9	10	15	12	12	18	16	17	18	13	16	329
Tuesday	14	14	9	16	9	11	10	9	10	13	8	10	16	7	18	6	12	6	11	17	12	12	15	18	308
Wednesday	18	9	15	10	7	4	8	14	13	13	20	7	12	16	8	9	13	13	19	22	30	13	23	24	336
Thursday	16	15	8	7	6	4	13	8	17	13	17	10	14	10	17	15	11	15	18	23	23	17	21	20	338
Friday	12	11	8	15	9	12	13	12	16	11	15	18	19	17	16	17	10	22	15	25	16	22	18	23	371
Saturday	13	15	17	10	11	6	6	8	9	12	9	13	10	20	13	13	14	19	11	21	18	21	19	19	327
Sunday	13	15	16	14	5	6	8	12	10	13	8	14	14	31	16	21	8	12	33	37	38	44	36	15	373
Total	105	96	89	83	56	51	67	82	98	102	92	86	98	100	101	96	80	99	115	151	135	129	137	134	2382

# ON VIEW

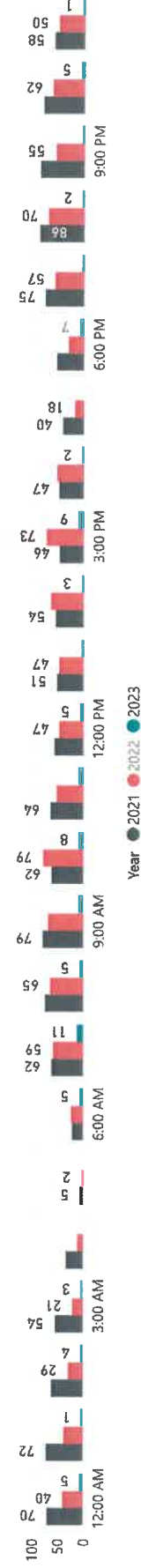
On View by Month



On View by Day of Week



On View by Hour



On View by Year and Hour of the Day

Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2021	50	72	62	54	33	5	21	62	74	76	67	64	56	51	54	46	47	40	52	75	85	85	75	58	1387
2022	40	38	29	21	11	2	24	54	65	69	66	63	47	47	64	71	53	18	30	83	85	85	62	50	1114
2023	5	1	4	3		5	11	5	8	8	8	8	5	3	3	9	2	7	7	3	2	2	5	1	100
Total	115	111	95	78	44	7	50	132	144	156	149	124	108	101	121	128	101	58	89	135	158	142	146	109	2601

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

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	21	17	16	14	3	1	8	17	27	20	24	26	11	10	11	11	15	4	8	18	19	14	9	12	350
Tuesday	23	14	13	8	8	1	8	28	38	35	27	20	24	26	25	18	8	10	6	17	24	16	13	9	387
Wednesday	13	18	9	9	2	1	8	19	34	35	26	17	10	16	10	25	19	7	10	12	11	21	20	20	390
Thursday	31	17	15	15	6	1	5	13	32	25	23	16	21	19	20	23	16	13	14	25	21	29	29	21	450
Friday	14	16	18	11	13		13	9	13	18	18	18	13	12	18	18	11	8	13	13	11	21	11	18	372
Saturday	11	18	11	12	8		4	8	9	11	9	9	13	11	10	18	16	2	17	19	29	24	20	13	302
Sunday	13	11	13	9	4	3	4	14	14	23	23	16	16	13	23	15	16	14	14	21	21	17	12	16	350
Total	115	111	95	78	44	7	50	132	144	156	149	124	108	101	121	128	101	58	89	135	158	142	146	109	2601

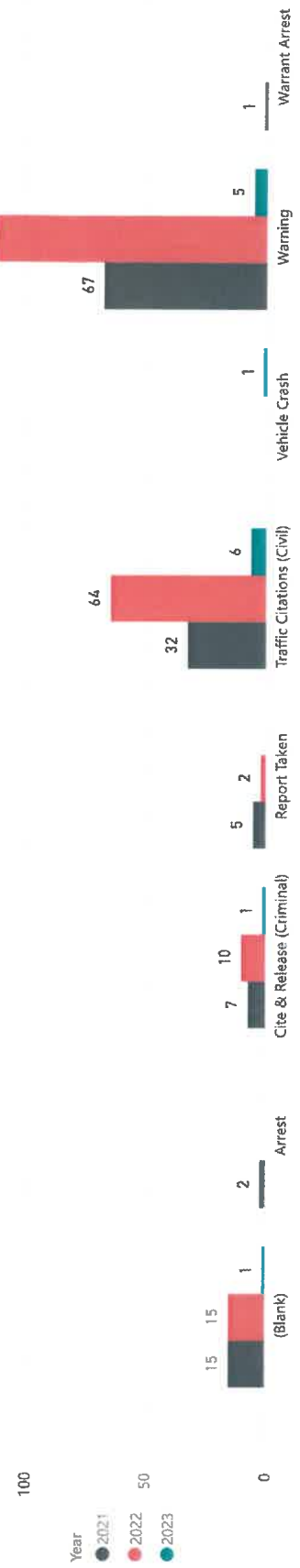
# TRAFFIC

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

## Call Types by Year

DESCRIPTION	2021	2022	2023
WARRANT ARREST - IR GENERATED (NO NEW CHARGES FILED)	1		
WARNING ISSUED	67	112	5
VEHICLE CRASH REPORT			1
UNABLE TO LOCATE / UNABLE TO CONTACT FOR SERVICE	4		
UNABLE TO CONTACT VIA PHONE	1	1	
TOW TRUCK REQUEST OR CIVIL CITATION WITH VEHICLE TOW/IMPOUND			
SUPERVISOR DUTIES	13	12	
POLICE SERVICE REPORT SUPPLEMENT	4		
OFFENSE REPORT WITH CITE & RELEASE - NON TRAFFIC	1		
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC			
OFFENSE REPORT SUPPLEMENT	12	2	
OFFENSE REPORT NO ARREST - NON TRAFFIC	5	2	
OFFENSE REPORT NO ARREST - NON TRAFFIC	3	15	
NON TRAFFIC CONTACT FORM COMPLETED-NO IR	4	1	
INCIDENTAL CONTACT	4	1	
DETAIL COMPLETED VIA PHONE		1	
DETAIL COMPLETED AS PRIMARY UNIT	1	4	
DETAIL COMPLETED AS ASSISTING UNIT	80	65	4
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED	1	7	
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	5	3	1
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED		1	
CIVIL CITATION - NO IR	32	62	6
Total	236	289	17

## Disposition Categories by Year



# TRAFFIC

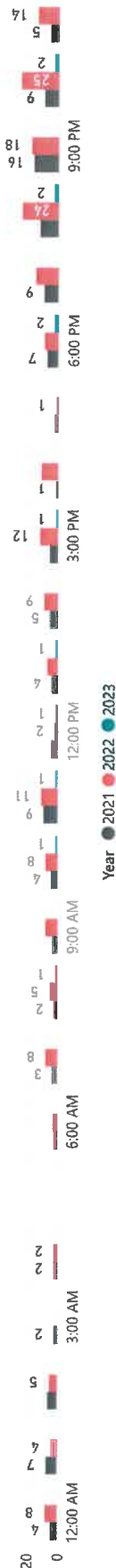
Traffic by Month



Traffic by Day of Week



Traffic by Hour



Traffic by Year and Hour of the Day

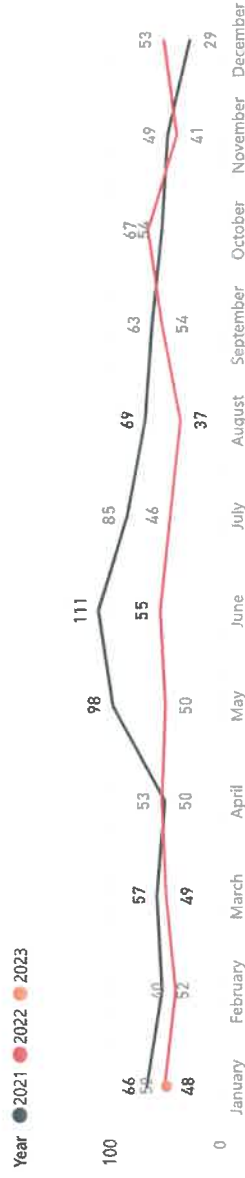
Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2021	4	7	6	2	2	2	2	3	3	2	4	9	4	4	4	5	1	2	7	9	12	16	9	5	123
2022	8	4	5	2	2	3	3	8	5	8	8	11	2	7	9	12	11	1	9	15	19	18	15	14	209
2023	12	11	11	2	4	5	11	8	11	13	21	7	12	14	18	12	3	18	24	38	34	36	19	12	344

Traffic by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	16
Tuesday	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	40
Wednesday	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	53
Thursday	3	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	72
Friday	5	2	2	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	64
Saturday	1	2	3	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	60
Sunday	12	11	11	2	4	5	11	8	11	13	21	7	12	14	18	12	3	18	24	38	34	36	19	4	39
Total	12	11	11	2	4	5	11	8	11	13	21	7	12	14	18	12	3	18	24	38	34	36	19	4	344

Priority	January	Total
1.00	3	3
2.00	107	107
3.00	242	242
<b>Total</b>	<b>352</b>	<b>352</b>

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



ESZCity	January	Total
Youngtown	48	48
<b>Total</b>	<b>48</b>	<b>48</b>

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

**I am a**

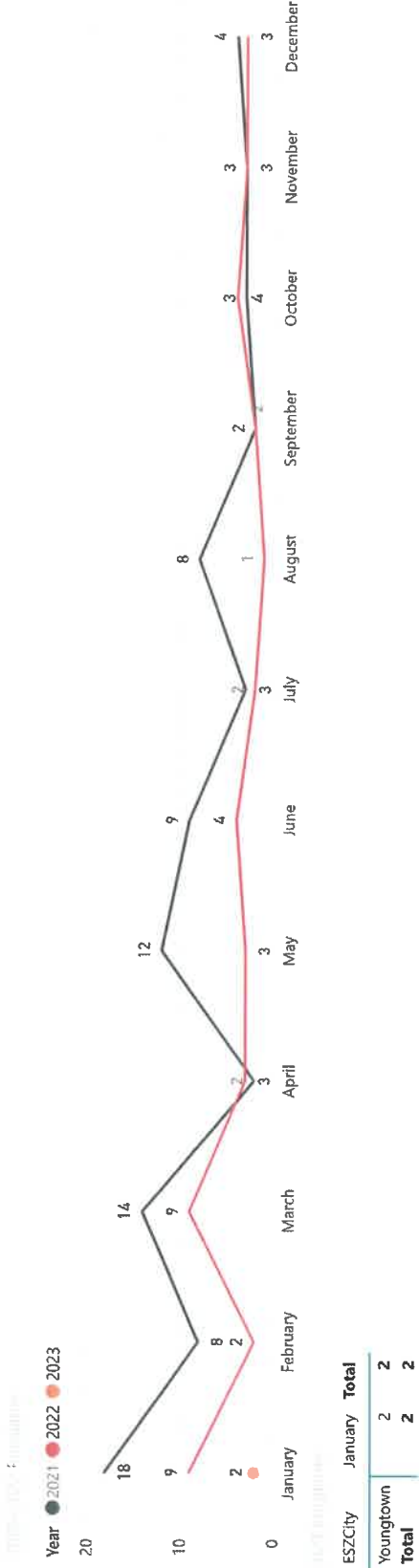
ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	66	52	57	50	98	111	85	69	63	54	49	29	783
<b>Total</b>	<b>66</b>	<b>52</b>	<b>57</b>	<b>50</b>	<b>98</b>	<b>111</b>	<b>85</b>	<b>69</b>	<b>63</b>	<b>54</b>	<b>49</b>	<b>29</b>	<b>783</b>

Data Note: Radio Codes Represented on This Page

Type Code

[illegible]

Youngtown Burglaries



2023-10-14 1:00 PM EDT

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

2023-10-14 1:00 PM EDT

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	18	8	14	2	12	9	3	8	2	3	3	4	86
<b>Total</b>	<b>18</b>	<b>8</b>	<b>14</b>	<b>2</b>	<b>12</b>	<b>9</b>	<b>3</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>4</b>	<b>86</b>

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



## MEMORANDUM

DATE: FEBRUARY 9, 2022

TO: MAYOR AND COUNCIL

THRU: JEANNE BLACKMAN, TOWN MANAGER

FROM: PENNY MALIA, FINANCIAL CONSULTANT



Per Arizona Revised Statutes, the final adopted budget by the Town is submitted on Auditor General Forms and sent to the Auditor General each fiscal year for oversight. This form containing the Town's adopted budget becomes the guideline and required appropriation to be spent by fund and departments within each fund. If expenditures are more than budget appropriated for a department within a fund, Council action is required to transfer the appropriation from either a contingency reserve or another department to maintain a balanced budget.

The following appropriation transfers need approval for FY2021-22.

Fund/Department	Account Title	Account Number	TO:	FROM:
GF/Parks	Utilities-Water	01-03-00-7465	\$11,320	
GF/Parks	Park Improvements	01-03-00-7949	\$4,040	
GF/Buildings	Building Repair & Maintenance	01-06-00-7353	\$14,807	
GF/General Govt.	Contingency Reserve	01-01-00-7810		\$30,167

The following is the reason for the budget transfer:

General Fund/Parks-Budget transfer of \$30,167 to cover Parks Utilities-Water, Parks-Park Improvements and Building-Building Repair & Maintenance.

General Fund Contingency Reserve – Budget transfer of \$30,167 from contingency reserve to parks water utilities, parks park improvements and buildings building repair and maintenance. There was \$2,143,606 appropriated for general fund contingency reserve. After these budget transfers there will be an appropriated balance of \$2,113,439.

### **PROPOSED MOTION**

Move to approve transferring \$30,167 from the general fund contingency reserve to the General Fund/Parks Department and General Fund/Buildings Department outlined in this memo for fiscal year 2021-2022.



## **YOUNGTOWN SIDEWALK IMPROVEMENT PROJECT CONTRACT**

THIS AGREEMENT, made and entered into this 16th day of February, 2023, by and between TOWN of Youngtown, Arizona, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona, hereinafter designated the "TOWN" and Standard Construction Company, Inc., an Arizona corporation, hereinafter designated the "CONTRACTOR."

In consideration of the mutual covenants made herein the parties agree as follows:

1. CONTRACTOR has covenanted and agreed, for and in consideration of the payments made to CONTRACTOR by TOWN provided for in the CONTRACT DOCUMENTS for the PROJECT described below, and under the penalty expressed in the bonds required by such CONTRACT DOCUMENTS at his proper cost and expense to do all the WORK and furnish all MATERIALS, tools, labor and all appliances and appurtenances called for by the CONTRACT and all CONTRACT DOCUMENTS free from all claims, liens and charges whatsoever, in the manner, and for the conditions hereinafter specified, that are necessary for the construction of:

### **Town of Youngtown Sidewalk Improvement Project – Phase II**

2. The WORK done, and MATERIALS and equipment furnished shall be strictly pursuant to and in conformity with the SPECIFICATIONS and PLANS.

3. The Notice and Call for Bids, Information for BIDDERS and Bidding Requirements, General Conditions, SPECIAL CONDITIONS, BUILDING INSPECTOR'S INSTRUCTION BULLETINS, Bid, PERFORMANCE and PAYMENT BONDS, Affidavits, Authorized Signature Form, PLANS, Addenda and CHANGE ORDERS are incorporated herein and made hereby understood to be a part of this CONTRACT as though set forth in full.

4. The WORK done, and MATERIALS and equipment furnished shall be provided at the unit prices set forth in the Bid Schedule submitted by Contractor and accepted by the Town, which is attached hereto as Exhibit A and incorporated herein by reference. Allowances, if any, shall be clearly set forth on the Bid Schedule. Allowances shall cover the cost to the Contractor (less any applicable trade discount) of the materials including equipment required by the Allowance, delivered at the site, and all applicable taxes, overhead, profit handling and other general conditions costs, unless unit rates are available in the Bid Schedule. Unit rates from the Bid Schedule shall be used to determine the cost of a change to be paid from an Allowance, when applicable. Any remaining Allowance amount shall be returned to the Town at the end of the Project by deductive change order.

5. This Agreement shall inure to the benefit of and shall be binding upon TOWN and CONTRACTOR and their respective successors and assigns.

6. This Agreement may not be amended or any of its terms modified without the written consent of TOWN and CONTRACTOR.

7. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but the same instrument.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

9. CONTRACTOR shall substantially complete all WORK required within 180 DAYS beginning with the day following the starting date specified in the NOTICE TO PROCEED and shall finally complete all WORK within thirty (30) DAYS after the date of substantial completion as more fully set forth in Section 1.15.1 of the CONTRACT DOCUMENTS. Upon failure to complete the WORK within the time specified, CONTRACTOR shall pay the amount of \$100.00 per calendar day for each day the WORK is not substantially complete and \$100.00 per calendar day for each day the WORK is not finally complete, as the terms are more fully described in Sections 9.2.1 and 9.2.2 of the CONTRACT DOCUMENTS as and for liquidated damages incurred by TOWN for failure to complete the WORK within the specified time.

10. CONTRACTOR agrees he is an independent contractor and not an agent or employee of TOWN. CONTRACTOR shall supervise and direct the WORK to be done, using his best skill and attention. CONTRACTOR shall be solely responsible for all construction means, methods, techniques, sequences, procedures and for coordinating all portions of the WORK, required by the CONTRACT DOCUMENTS. CONTRACTOR shall be responsible to TOWN for the acts and omissions of his employees, SUBCONTRACTORS and their agents and employees, and other persons performing any of the WORK under any CONTRACT DOCUMENTS.

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

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

13. All notices and demands required or permitted by this CONTRACT shall be in writing and shall be deemed to have been given or properly served when (1) sent by Certified Mail (postage fully prepaid) to the respective address below or to such other address as may be furnished by either party pursuant to this Section; or (2) delivered personally to the authorized representative of the parties to this CONTRACT; or (3) sent electronic mail as specified below or to such other address as may be furnished by either party to the other pursuant to this Section, and the appropriate confirmation of transmittal is received. Any party giving notice or demand by electronic mail shall immediately send the other party a copy of such notice or demand by Certified Mail (postage fully prepaid) to the respective mailing address below or to such other address as may be furnished by either party pursuant to this Section.

Notices to CONTRACTOR:  
Standard Construction Company, Inc.  
Attn: Diane C. Sutton  
810 East Western Avenue  
Avondale, Arizona 85323  
Email Address: dsutton@standardaz.com

Notices to TOWN:  
Town Manager  
Town of Youngtown  
12030 North Clubhouse Square  
Youngtown, Arizona 85363  
JBlackman@youngtownaz.org

14. No amendment or waiver of any provision of these CONTRACT DOCUMENTS nor consent to any departure by TOWN shall be effective unless the same shall be in writing and signed by TOWN. Such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

15. No waiver by TOWN of any default or breach by CONTRACTOR shall be deemed to be or constitute a waiver of any other or subsequent default or breach. TOWN specifically reserves and shall have all rights and remedies available to it under the provisions of the CONTRACT DOCUMENTS.

16. The CONTRACT amount shall be as set forth in CONTRACTOR'S Bid, \$1,139,630.00 (One million one hundred thirty nine thousand six hundred thirty dollars and zero cents), and any additional amounts agreed to pursuant to valid CHANGE ORDER, approved by TOWN.

17. Federal Grant Requirements. This Project is funded, in part, by a federal grant and subject to federal provisions for community development block grant (CDBG) projects. CONTRACTOR and subcontractors shall be bound by the federal requirements and the federal wage determination requirements attached as Exhibit B hereto.

[SIGNATURES ON FOLLOWING PAGE.]

IN WITNESS WHEREOF, this CONTRACT has been duly executed by the parties hereinabove named, on the date and year first herein written.

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

By \_\_\_\_\_  
Michael LeVault, Mayor

ATTEST:

\_\_\_\_\_  
Nicole Smart, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Trish Stuhan, Town Attorney

**CONTRACTOR**  
STANDARD CONSTRUCTION COMPANY, INC.,  
an Arizona corporation,

By \_\_\_\_\_  
Title \_\_\_\_\_

**EXHIBIT A**

**BID SCHEDULE**

NAME OF BIDDER: Standard Construction Company, Inc.

**TOWN OF YOUNGTOWN  
BID SCHEDULE – Price Sheet**

**NOTE: Contractor to provide quantities and unit pricing used for lump sum bid, in table below using the units indicated. All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Schedule – Price Sheet shall result in a determination that a Bid is non-responsive.**

No.	Description	Est. Qty.	Unit	Unit Price	Extended Price	Town Funding Source Code
1	RELOCATE FIRE HYDRANT ASSEMBLY	3	EA	\$1,800.00	\$5,400.00	
2	RELOCATE STREET SIGNS	26	EA	\$650.00	\$16,900.00	
3	RELOCATE/RECONSTRUCT MAILBOX	9	EA	\$750.00	\$6,750.00	
4	REMOVE EXISTING CONCRETE AND PAVER SIDEWALKS	1,000	SF	\$4.50	\$4,500.00	
5	SAWCUT AND REMOVE CONCRETE HEADER CURB	130	LF	\$12.00	\$1,560.00	
6	SAWCUT AND REMOVE WALL	8	LF	\$90.00	\$720.00	
7	CONCRETE SIDEWALK, MAG DET 230	38,400	SF	\$9.50	\$364,800.00	
8	CURB RAMP, TYPE B, MAG DET 236-5	20	EA	\$5,500.00	\$110,000.00	
9	CURB RAMP, MAG DET 238-3	10	EA	\$5,600.00	\$56,000.00	
10	CONCRETE DRIVEWAY, DETAIL 5	77	EA	\$2,000.00	\$154,000.00	
11	CONCRETE DRIVEWAY, DETAIL 6	50	EA	\$2,600.00	\$130,000.00	
12	LANDSCAPE RESTORATION	1	LS		\$145,000.00	
13	MOBILIZATION/DEMOBILIZATION	1	LS		\$65,000.00	
14	TRAFFIC CONTROL	1	LS		\$45,000.00	
15	CONTRACTOR QUALITY CONTROL	1	LS		\$34,000.00	
TOTAL BID PRICE (Items 1-15 Inclusive)				\$ 1,139,630.00		
					(In Numbers)	
One million one hundred thirty nine thousand six hundred thirty dollars and zero cents						Dollars
					(In Words)	
						Cents

## EXHIBIT B

### CDBG FORMS AND FEDERAL REQUIREMENTS [Davis Bacon Wage Determination – Sidewalks]

#### **CDBG Forms and Federal Requirements**

Form 1, The Bidder's Information Form: Required to be submitted with each bid.

All other forms in this section: To be completed by the apparent low bidder and submitted by the deadline indicated on the form. If there is no deadline on the form, it should be submitted within 5 days of notification of bid results.

This packet is designed to be easily attached to every contract and subcontract.

<b>Form</b>	<b>Title</b>
<b>1</b>	<b>BIDDERS INFORMATION FEDERALLY FUNDED PROJECT FORM (required with the bid)</b>
<b>FORMS 2-9 are required by the apparent low bidder no later than 5 business days after the bid opening.</b>	
<b>2</b>	<b>CERTIFICATION ON FEDERALLY FUNDED CONTRACTS PUBLIC LAW 100-690, SECTION 5152 DRUG-FREE WORKPLACE ACT OF 1988</b>
<b>3</b>	<b>EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION</b>
<b>4</b>	<b>AFFIRMATIVE ACTION PLAN STATEMENT</b>
<b>5</b>	<b>BIDDER'S ASSURANCE OF COMPLIANCE WITH TITLE 49 PART 23 RELATING TO MINORITY BUSINESS ENTERPRISE PARTICIPATION</b>
<b>6</b>	<b>MINORITY AND WOMEN BUSINESS ENTERPRISE – JOB REPORT</b>
<b>7</b>	<b>CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION LABOR STANDARDS AND DAVIS BACON</b>
<b>8</b>	<b>AUTHORIZATION FOR DEDUCTIONS: REQUEST FOR CERTIFICATION OF APPLICABLE FRINGE BENEFIT PAYMENTS FOR DAVIS BACON PAYROLLS</b>
<b>9</b>	<b>IMMIGRATION LAW AND REGULATIONS CERTIFICATION</b>
	<b>SECTION 3 POLICIES AND PROCEDURES FOR SUBRECIPIENTS, CONTRACTORS, AND SUBCONTRACTORS OF HOME and CDBG PROGRAM FUNDS</b>
	<b>ADDITIONAL FEDERAL REQUIREMENTS</b>
	<b>HUD 4010 FEDERAL LABOR STANDARDS PROVISIONS</b>
	<b>WAGE DETERMINATION - TO BE INCLUDED IN EVERY CONTRACT AND SUBCONTRACT</b>



**BIDDERS INFORMATION FORM  
FEDERALY FUNDED PROJECT**

**Form 1**

Project Name:	
City/Town	

**NOTICE TO PRIME AND LOWER TIER CONTRACTORS**

**THIS IS A FEDERALLY FUNDED PROJECT**

The following information regarding the prime contractor is required to be submitted **WITH YOUR BID**. Following award, the prime will supply the forms to the lower tier contractors as a part of the pre Notice to Proceed paperwork.

Company Name:	
Phone:	
Street # and Street Name or P.O. Box:	
City:	
State:	
Zip:	
Federal ID number or Social Security number:	
Type of License:	
License number:	
Unique Entity ID (SAM.gov):	
<b>All Bidders must be registered in SAM.gov (System for Award Management) prior to award. All subcontractors must be registered in SAM.gov prior to the issuance of the Notice to Proceed.</b>	
Owner Name:	
Date:	
Signature	

**CERTIFICATION ON FEDERALLY FUNDED CONTRACTS  
PUBLIC LAW 100-690, SECTION 5152  
DRUG-FREE WORKPLACE ACT OF 1988**

**Form 2**

The OWNER has adopted a policy and certified to all Federal Agencies that have granted federal funds to the OWNER that OWNER will provide a drug-free workplace for our employees and that Contractors providing property or services to OWNER with a value of \$25,000 or more under a federally funded contract must also provide a drug-free workplace for their employees.

**DRUG-FREE WORKPLACE REQUIREMENTS FOR CONTRACTORS ON FEDERALLY FUNDED CONTRACTS**

**(A) DRUG-FREE WORKPLACE REQUIREMENT.**

(1) REQUIREMENT FOR PERSONS OTHER THAN INDIVIDUALS. -- No person, other than an individual, shall be considered a responsible source, under the meaning of such term as defined in the section 4(8) of the Office of Federal Procurement Policy Act [41 U.S.C. 403(8)], for the purposes of being awarded a contract for the procurement of any property or services of a value of \$25,000 or more from any Federal agency unless such person has certified to the contracting agency that it will provide a drug-free workplace by -

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the persons workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (b) establishing a drug-free awareness program to inform employees about
  - (i) the dangers of drug abuse in the workplace;
  - (ii) the person's policy of maintaining a drug-free workplace;
  - (iii) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) the penalties that may be imposed upon employees for drug abuse violation;
- (c) making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph (A);
- (d) notifying employees in the statement required by subparagraph (A), that as a condition of employment on such contract, the employee will-
  - (i) abide by the terms of the statement; and

(ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

(e) notifying the contracting agency within ten (10) days after receiving notice under subparagraph (D)(ii) from an employee or otherwise receiving actual notice of such conviction;

(f) imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5154; and

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

(2) REQUIREMENT FOR INDIVIDUALS. No Federal agency shall enter into a contract with an individual unless such contract includes a certification by the individual that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

(B) SUSPENSION, TERMINATION, OR DEBARMENT OF THE CONTRACTOR.

(1) GROUNDS FOR SUSPENSION, TERMINATION, OR DEBARMENT. -- Each federally-funded contract shall be subject to suspension of payments under the contract or termination of the contract, or both, and the contractor thereunder or the individual who entered the contract, as applicable, shall be subject to suspension or debarment in accordance with the requirements of this section if the head of the contracting agency determines that -

(a) the contractor or individual has made a false certification under subsection (a);

(b) the contractor violates such certification by failing to carry out the requirements of subparagraph (A), (B), (C), (D), (E), or (F) of subsection (a)(1); or

(c) such a number of employees of such contractor have been convicted of violations occurring in the workplace as to indicate that the contractor has failed to make a good faith effort to provide a drug-free workplace as required by subsection (a).

(2) CONDUCT OF SUSPENSION, TERMINATION, AND DEBARMENT PROCEEDINGS. -

(a) If a contracting officer determines, in writing, that cause for suspension of payments, termination, or suspension or debarment exists, an appropriate action shall be initiated by a contracting officer of the agency, to be conducted by the agency concerned in accordance with the Federal Acquisition Regulation and applicable agency procedures.

(b) The Federal Acquisition Regulation shall be revised to include rules for conducting suspension and debarment proceedings under this subsection, including rules providing notice, opportunity to respond in writing or in person, and such other procedures as may be necessary to provide a full and fair proceeding to a contractor or individual in such proceeding.

(3) EFFECT OF DEBARMENT. — Upon issuance of any final decision under this subsection requiring debarment of a contractor or individual, such contractor or individual shall be ineligible for award of any contract by any Federal agency, and for participation in any future procurement by any Federal agency, for a period specified in the decision, not to exceed (5) years.

BY SUBMISSION OF ITS BID OR PROPOSAL, THE UNDERSIGNED CONTRACTOR \_\_\_\_\_, ACKNOWLEDGES RECEIPT OF THIS PUBLIC LAW INFORMATION AND CERTIFIES IT WILL COMPLY WITH THE DRUG-FREE WORKPLACE REQUIREMENTS DESCRIBED ABOVE. THE UNDERSIGNED CONTRACTOR HEREBY AGREES THAT THIS CERTIFICATION SHALL BECOME, WITHOUT ANY FUTURE ACTION OF THE PARTIES, A BINDING AND ENFORCEABLE PROVISION OF ANY CONTRACT RELATING TO THE ACTIVITY OR PROJECT DESCRIBED IN THESE SPECIFICATIONS UPON AWARD OF A CONTRACT TO CONTRACTOR.

CONTRACTOR/SUBCONTRACTOR	
ADDRESS	
CITY, STATE, ZIP	
FEDERAL ID NO.	
DATE	
AUTHORIZED SIGNATURE	

## EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

## Form 3

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

(a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt: During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6,

1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by referenced to the equal opportunity clause.

Name of Contractor/ Subcontractor:	
Signature:	
Title:	
Date:	

**AFFIRMATIVE ACTION PLAN****Form 4**

(In the event a prospective contractor and/or subcontractor does not have such an Affirmative Action Plan for employment practices, the following is for your information and may be used as an alternative. Such a plan is necessary to meet Federal requirements for CDBG funded projects).

---

(Individual or Company Responsible)

undertakes a program of Affirmative Action, to which good faith efforts will be directed to:

1. Determine the extent to which minorities and women are utilized.
2. Identify and eliminate employment practices, which have an adverse impact on minorities, women and others protected by applicable law.
3. Develop recruitment efforts and measures to ensure that qualified minorities, women, and handicapped persons are included to help reduce underutilization.
4. Establish organizational structures and monitoring systems which will assure effective operation of the affirmative action program.

Signature of Responsible Party	
Address, City, State, Zip	
Date	

NOTE: The bidder's execution of the signature portion of this proposal shall also constitute execution of this assurance.

**BIDDER'S ASSURANCE OF COMPLIANCE WITH  
TITLE 49 PART 23 RELATING TO MINORITY BUSINESS  
ENTERPRISE PARTICIPATION**

**Form 5**

**LIST OF SUBCONTRACTORS AND SUPPLIES**

Prime Contractor:	
Date:	
Authorized Officer (Signature):	
Project No:	

In an effort to achieve greater utilization of minority and women-owned firms in overall OWNER contracting, the OWNER certifies to the Department of Housing and Urban Development (HUD) that a good faith effort is made to follow the requirements in the employment of the minority and women-owned enterprises. In compliance with Federal Regulation's and to assure a good faith effort has been extended, the OWNER requires that all successful bidders complete this information below. Submit this information with other necessary federal information and forms to the Compliance Officer before your executed contract documents. This document is an integral part of your good faith effort and compliance when working on a federal project.

The above signer certifies that bids were solicited from the following subcontractors and suppliers to perform the designated categories of work under this contract. Designate minority and women subcontractors and suppliers with an asterisk (\*). (In "Result of Bid" column indicate "Responsive", "Non-Responsive" or "Accepted").

**SUBCONTRACTORS CONTACTED**

Bid Items	Firm Name & Phone Number	Owner Race/Gender	Results of Bid

**MINORITY AND WOMEN BUSINESS ENTERPRISE – JOB REPORT**

**Form 6**

List:

- All subcontractors to be paid through this project with Federal ID # and DUNS #.
- Any known minority or women owned businesses that will be working on this project (Hispanic, African-American, Women, etc.)

Is the <b>prime</b> contractor a Minority or Women Owned Business?	<input type="checkbox"/>	Yes	or	<input type="checkbox"/>	No
If yes, what category?	<input type="checkbox"/>	MBE	or	<input type="checkbox"/>	WBE

<u>Subcontractor Name</u>	<u>Address: Street, City, ST, Zip</u>	<u>Federal ID#</u>	<u>DUNS #</u>	<u>Minority / Women Owned (if yes, indicate category)</u>	<u>Subcontract Amount</u>

*Attach additional copies of this page as needed.*

Signature of Prime Contractor:	
Date:	
Printed Name:	
Prime Contractor's Federal ID#:	

THIS INFORMATION IS DUE WITH CERTIFICATE OF UNDERSTANDING BEFORE THE ISSUANCE OF THE NOTICE TO PROCEED

Category codes if minority owned business.

- 1= White Americans
- 2= Black/African Americans
- 3= Hispanic Americans
- 4= Asian/Pacific American
- 5= Hasidic Jews



**CERTIFICATION OF UNDERSTANDING AND AUTHORIZATION**  
**LABOR STANDARDS AND DAVIS BACON**

**Form 7**

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

Project Name:	

This is to certify that the principals, and the authorized payroll officer below, have read and understand the Minutes of the Preconstruction Conference and the labor standards clauses and Davis Bacon requirements pertaining to the subject project.

The following person(s) is designated as the payroll officer for the undersigned and is authorized to sign the Statement of compliance which will accompany our weekly certified payroll reports for this project:

Payroll Officer (Name):	
Payroll Officer (Signature):	
IRS Employer Identification Number:	
Contractor/Subcontractor:	
By (Signature):	
Title:	
Date:	

**AUTHORIZATION FOR DEDUCTIONS****Form 8***(COMPANY LETTERHEAD)*

To be completed by each contractor and subcontractor working on the project and submitted to the Owner's representative at least 5 days before the proposed Start of Construction.

The undersigned authorize deductions, as noted, to be made from their wages. It is understood that these deductions are:

- a) in the interest of the employee,
- b) not a condition of employment,
- c) no direct or indirect financial benefit accruing to the employer,
- d) not otherwise forbidden by law.

	EMPLOYEES NAME	DATE	AMOUNT	PURPOSE
Print Name				
Sign Name				
Print Name				
Sign Name				
Print Name				
Sign Name				
Print Name				
Sign Name				
Print Name				
Sign Name				
Print Name				
Sign Name				

Signature of Authorized Representative of Employer:	
Authorized Representative's Name and Title:	
Date:	

**IMMIGRATION LAW AND REGULATIONS CERTIFICATION****Form 9**

✓ The President's Executive Order 13465 of June 6, 2008 and Arizona Revised Statutes (A.R.S.) Section 41-4401, require Maricopa County to ensure that each government entity, contractor and subcontractor it conducts business with complies with federal immigration laws and regulations that relate to their employees and A.R.S. Section 23-214, Subsection A. All governmental entities, vendors, contractors and subcontractors MUST certify use of the *E-Verify* system established by the Department of Homeland Security.

All contractors and subcontractors must certify compliance with items 1 and 2 below.

1. The government entity, organization or company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States Immigration laws. The government entity, organization or company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the County if such inspection is requested; and
2. By the date of the delivery of the product and/or performance of services, the government entity, organization or company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the Maricopa County.

**I certify that the government entity, organization or company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.**

Organization/Company Name:	
Date:	
Telephone Number:	
Authorized Signature:	
Printed Name:	
Title:	



**HUMAN SERVICES  
DEPARTMENT**

**Section 3 Policies and Procedures  
for Subrecipients, Contractors,  
and Subcontractors of  
HOME and CDBG Program Funds**

11/15/21



**HUMAN SERVICES  
DEPARTMENT**

The Maricopa County Human Services Department, Housing and Community Development Division administers federal funds, Community Development Block Grant (CDBG), HOME, and Emergency Shelter Grant (ESG) that must comply with the Housing and Urban Development (HUD) Section 3 Final Rule, as amended (Section 3). Section 3 requires that economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. **Section 3 establishes benchmark goals for (a) 25% of total labor hours worked by Section 3 workers, and (b) 5% of total labor hours worked by Targeted Section 3 workers.**

The Section 3 implementing regulations (at 24 CFR part 75) can be found at, [Electronic Code of Federal Regulations \(eCFR\)](#).

Section 3 applies to Section 3 projects as follows [24 CFR 75.3\(a\)\(2\)\(i\)](#):

Section 3 projects means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z-1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

Section 3 requirements do not apply to material supply contracts [24 CFR 75.3(b)].

**Section 3 Employment and Training**

**Recipient** is defined as the entity (subrecipient and the awarded contractor/subcontractor(s)) receiving a funding commitment in excess of a threshold of \$200,000.

**To comply with Section 3 regulations, the Recipient must**, to the greatest extent feasible, ensure employment and training opportunities arising in connection with the Section 3 project is provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(a)(1)].

Where feasible, priority for opportunities and training should be given to [24 CFR 75.19(a)(2)(i-ii)]:

- Section 3 workers residing within the service area or the neighborhood of the project, and
- Participants in YouthBuild programs.



**HUMAN SERVICES  
DEPARTMENT**

**Section 3 Contracting**

*To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(b)(1)].*

Where feasible, priority for contracting opportunities should be given to [24 CFR 75.19(b)(2)(i-ii)]:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs.

**Section 3 Reporting requirements**

*To comply with Section 3 regulations, the Recipient must report [24 CFR 75.25(a)]:*

- The total number of labor hours worked;
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors [24 CFR 75.25(a)(3)].

In an effort to meet Section 3 reporting requirements, Recipients may report labor hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked for the project [24 CFR 75.25(a)(4)].

**Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]**

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks (see Form 3.28c).

**Section 3 Contract Provisions**

Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project [24 CFR 75.27(a)] (see Form 3.28a).

**Section 3 business concern means (24 CFR 75.5):**

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

- (i) It is at least 51 percent owned and controlled by low- or very low-income persons;
- (ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or



**HUMAN SERVICES  
DEPARTMENT**

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

(4) A business that determines it is a Section 3 business concern is strongly encouraged to list the company with on the HUD Section 3 Opportunity Portal. [Section 3 Opportunity Portal - Home \(hud.gov\)](https://www.hud.gov/eo/section3)

**Section 3 worker means (24 CFR 75.5):**

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

(4) Employees who identify as a Section 3 worker are strongly encouraged to utilize the HUD Section 3 Opportunity Portal. [Section 3 Opportunity Portal - Home \(hud.gov\)](https://www.hud.gov/eo/section3)

**Targeted Section 3 worker means [24 CFR 75.21(a)]:**

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant

(3) Employees who identify as a Section 3 worker are strongly encouraged to utilize the HUD Section 3 Opportunity Portal. [Section 3 Opportunity Portal - Home \(hud.gov\)](https://www.hud.gov/eo/section3)



**HUMAN SERVICES  
DEPARTMENT**

Required Forms on following pages  
Please use multiple copies when appropriate

11/15/21





HUMAN SERVICES  
DEPARTMENT

## Exhibits to Section 3 Policies and Procedures

<b>Form</b>	<b><u>Title</u></b>
<b>3.1</b>	<b>Certificate of Section 3 Compliance and Section 3 Clause</b> Form 3.1 is to be included in all Section 3 covered project Invitations to Bid and contracts/subcontracts.
<b>3.2</b>	<b>Additional Reporting of Benchmarks are not met</b> Form 3.2 should be collected before the Notice to Proceed is issued
<b>3.3</b>	<b>Section 3 Worker Certification</b> Form 3.3 should be collected from each employee before the Notice to Proceed is issued and with every new hire packet. The employer must retain a copy and provide a copy to County.
<b>3.4</b>	<b>Section 3 Business Certification</b> Form 3.4 should be collected before the Notice to Proceed is issued and may be required to be updated at the end of the project if qualifications change.
<b>3.5</b>	<b>Employee List</b> Form 3.5 should be collected before the Notice to Proceed is issued
<b>3.6</b>	<b>Weekly Hours Worked Certification</b> Form 3.6 should be collected weekly during construction



**Form 3.1 Maricopa County Human Services Department  
Housing and Community Development Division  
SECTION 3 COMPLIANCE CERTIFICATION**

Recipient must complete form and submit to MCHSD. (page 1 of 2)

**PURPOSE, AUTHORITY AND RESPONSIBILITY**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

\_\_\_\_\_ (hereinafter called the Subrecipient/Contractor)  
hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

\_\_\_\_\_ (the "Project") located in \_\_\_\_\_  
(city or town) in Maricopa County, that the Subrecipient/Contractor:

- (a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and
- (b) will comply with HUD's regulations in 24 CFR Part 75; and
- (c) will submit to the Maricopa County appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and
- (d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and
- (e) will not contract/subcontract with any contractor/subcontractor where the Subrecipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: \_\_\_\_\_  
Authorized Representative's Signature

Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_



HUMAN SERVICES  
DEPARTMENT

### Form 3.1 (cont.) Section 3 Clause (page 2 of 2)

**Section 3 Clause must be included in contracts with all contractors/subcontractors/lower-tier subcontractors.**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.



**HUMAN SERVICES  
DEPARTMENT**

## **Definitions**

**Section 3 worker means (24 CFR 75.5):**

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

**Targeted Section 3 worker means (24 CFR 75.21(a)):**

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

**Section 3 business concern means (24 CFR 75.5):**

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.



HUMAN SERVICES  
DEPARTMENT

### Form 3.2 Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

Recipient must complete this form and submit to MCHSD at the completion of the project.

If the Subrecipient/Contractor's reporting indicates the Section 3 benchmarks have not been met, the Subrecipient/Contractor must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. This form is intended to identify the efforts made to hire Section 3 workers. **It should be completed by all contracted firms at the end of the project.** (check all that apply and provide documentation of effort(s)):

- ☐ Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- ☐ Provided training or apprenticeship opportunities.
- ☐ Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- ☐ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- ☐ Held one or more job fairs.
- ☐ Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- ☐ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- ☐ Assisted Section 3 workers to obtain financial literacy training and/or coaching.
- ☐ Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
- ☐ Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
- ☐ Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- ☐ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- ☐ Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- ☐ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.
- ☐ Other, please describe: \_\_\_\_\_

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Recipient Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Contact Name



HUMAN SERVICES  
DEPARTMENT

### Form 3.3 Section 3 Worker Certification

Recipient must complete this form and submit to MCHSD.  
Each employee must complete this form.

Employee Name \_\_\_\_\_ Project Name \_\_\_\_\_

Employee's Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see the following income limits).

**FOR 2021 - Section 3 workers would earn less than \$44,250 a year.**

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

By signing this document, I certify that I am a Section 3 worker because I fit into one or more category listed above.

Signature \_\_\_\_\_ Date \_\_\_\_\_

☐ I do not wish to provide this information. However, I understand my employer needs to provide Section 3 information to meet the regulatory compliance. My employer may use other means to report my annual income

Signature \_\_\_\_\_ Date \_\_\_\_\_

☐ I do not meet any of the Section 3 categories above

Signature \_\_\_\_\_ Date \_\_\_\_\_



HUMAN SERVICES  
DEPARTMENT

### Form 3.4 Section 3 Business Certification

Recipient must complete this form and submit to MCHSD.

Business Name

Business Address

City

State

Zip

Contact Name

Email

Phone

#### Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six-month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;  
**FOR 2021 - a person would earn less than \$44,250 a year.**

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

By signing this document, I certify,

is a Section 3 business concern because it fits into one or more categories listed above.

Signature

Title

Date



the business identified above does not meet any of the Section 3 categories above.

Signature

Title

Date

*Note: Regardless of Section 3 business concern status, labor hours and employee self-certifications or employee wage/hour reports remain a requirement to meet Section 3 reporting compliance.*



<b>Project Name</b>	
<b>Business Name</b>	
<b>Business Address</b>	
<b>City</b>	
<b>State</b>	
<b>Zip</b>	
<b>Name of Person Completing the form</b>	
<b>Phone</b>	
<b>Email</b>	

[illegible]

Add pages if necessary

\*see page 9 for definitions

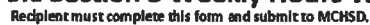
signature

date \_\_\_\_\_

Maricopa County Human Services  Section 3 Policy and Procedure

11/15/21





**ADDITIONAL FEDERAL REQUIREMENTS FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROJECTS**

1. Clean Air Act
2. Handicap Accessibility
3. Political Activities
4. Lead Based Paint
5. Unique Entity ID
6. Debarment
7. Paid Sick Leave
8. Signs and Posting

1. **Clean Air Act of 1970 and Federal Water Pollution Control Act:** The CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 1857, etc. seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et. seq.) as amended on contracts in excess of \$100,000. Violations shall be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency.
2. **Handicap Accessibility:** Compliance with specifications meeting "American Standard Specifications for Making Buildings and Facilities Accessible, and Usable by the Physically Handicapped" (41 CFR 101-19.603).
3. **Political Activities:** Compliance with the Hatch Act. The CONTRACTOR/ SUBCONTRACTOR shall not be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 of Title 5, United States Code.
4. **Lead Based Paint:** Compliance with the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C., 4831 et. seq.). The CONTRACTOR and all SUBCONTRACTORS shall not use lead-based paint in any rehabilitation or construction, as indicated in the code of Federal Regulations, Title 24, Part 510, 511, 570, and 590.
5. **Unique Entity ID:** It is the responsibility of the contractor and all subcontractors paid through this contract to obtain a Unique Entity ID through SAM.gov.
6. **Debarment:** All contractors and subcontractors are required to have an active profile at the System for Award Management at SAM.gov. Federal CDBG and HOME funds cannot reimburse the owner if the contractor or subcontractors have exclusions at SAM, [www.sam.gov](http://www.sam.gov). Debarred contractors and subcontractors are not eligible to work on this project.

7. Paid Sick Leave:

(a) *Executive Order 13706.* This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) *Paid Sick Leave.*

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) *Withholding.* The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) *Contract Suspension/Contract Termination/Contractor Debarment.* In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion

of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) *Recordkeeping.*

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);

- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.
- (ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

- (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.
- (ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.
- (iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) *Certification of Eligibility.*

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) *Interference/Discrimination.*

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) *Waiver.* Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) *Notice.* The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether

external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) *Disputes concerning labor standards.* Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

8. **SIGNS AND POSTING:** Signs shall be posted on the job site, at contractor's cost, in compliance with local requirements. Depending on the project, changes to the sign may be made during the preconstruction meeting.

At a minimum the following must be posted in an accessible location near the employee entrance to the jobsite and must be replaced if lost or unreadable anytime during construction:

Davis Bacon Poster (Government Construction):

<https://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf>

Worker Rights Under Executive Order 13706:

<https://www.dol.gov/whd/regs/compliance/wh1090.pdf>

A copy of the current wage decision for this project (included in this section)



## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract in the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (I) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section I(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section I(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(II) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

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Superseded General Decision Number: AZ20210008

State: Arizona

Construction Type: Highway

Counties: Coconino, Maricopa, Mohave, Pima, Pinal, Yavapai and Yuma Counties in Arizona.

#### HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 14026 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>Executive Order 13658 generally applies to the contract.</li><li>The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022

CARP0408-005 07/01/2021

	Rates	Fringes
CARPENTER (Including Cement Form Work).....	\$ 30.63	13.49

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 ENGI0428-001 06/01/2021

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Group 1.....	\$ 28.59	12.12
Group 2.....	\$ 31.86	12.12
Group 3.....	\$ 32.94	12.12
Group 4.....	\$ 33.97	12.12

POWER EQUIPMENT OPERATORS CLASSIFICATIONS:

GROUP 1: A-frame boom truck, air compressor, Beltcrete, boring bridge and texture, brakeman, concrete mixer (skip type), conductor, conveyor, cross timing and pipe float, curing machine, dinky (under 20 tons), elevator hoist (Husky and similar), firemen, forklift, generator (all), handler, highline cableway signalman, hydrographic mulcher, joint inserter, jumbo finishing machine, Kolman belt loader, machine conveyor, multiple power concrete saw, pavement breaker, power grizzly, pressure grout machine, pump, self-propelled chip spreading machine, slurry seal machine (Moto paver driver), small self-propelled compactor (with blade-backfill, ditch operation), straw blower, tractor (wheel type), tripper, tugger (single drum), welding machine, winch truck

GROUP 2:

ALL COUNTIES INCLUDING MARICOPA: Aggregate Plant, Asphalt plant Mixer, Bee Gee, Boring Machine, Concrete Pump, Concrete Mechanical Tamping-Spreading Finishing Machine, Concrete Batch Plant, Concrete Mixer (paving & mobile), Elevating Grader (except as otherwise classified), Field Equipment Serviceman, Locomotive Engineer (including Dinky 20 tons & over), Moto-Paver, Oiler-Driver, Operating Engineer Rigger, Power Jumbo Form Setter, Road Oil Mixing Machine, Self-Propelled Compactor (with blade-grade operation), Slip Form (power driven lifting device for concrete forms), Soil Cement Road Mixing Machine, Pipe-Wrapping & Cleaning Machine (stationary or traveling), Surface Heater & Planer, Trenching Machine, Tugger (2 or more drums).

MARICOPA COUNTY ONLY: Backhoe < 1 cu yd, Motor Grader (rough), Scraper (pneumatic tired), Roller (all types asphalt), Screed, Skip Loader (all types 3<6 cu yd), Tractor (dozer, pusher-all).

GROUP 3:

ALL COUNTIES INCLUDING MARICOPA: Auto Grade Machine, Barge, Boring Machine (including Mole, Badger & similar type directional/horizontal), Crane (crawler & pneumatic 15>100 tons), Crawler type Tractor with boom attachment & slope bar, Derrick, Gradall, Heavy Duty Mechanic-Welder, Helicopter Hoist or Pilot, Highline Cableway, Mechanical Hoist, Mucking Machine, Overhead Crane, Pile Driver Engineer (portable, stationary or skid), Power Driven Ditch Lining or Ditch Trimming Machine, Remote Control Earth Moving Machine, Slip Form Paving Machine (including Gunnert, Zimmerman & similar types), Tower Crane or similar type.

MARICOPA COUNTY ONLY: Backhoe<10 cu yd, Clamshell < 10 cu yd, Concrete Pump (truck mounted with boom only), Dragline <10 cu yd, Grade Checker, Motor Grader (finish-any type power blade), Shovel < 10 cu yd.

GROUP 4: Backhoe 10 cu yd and over, Clamshell 10 cu yd and over, Crane (pneumatic or crawler 100 tons & over), Dragline 10 cu yd and over, Shovel 10 cu yd and over.

All Operators, Oilers, and Motor Crane Drivers on equipment with Booms, except concrete pumping truck booms, including Jibs, shall receive \$0.01 per hour per foot over 80 ft in addition to regular rate of pay

Premium pay for performing hazardous waste removal \$0.50 per



hour over base rate.

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IRON0075-004 04/01/2021

COCONINO, MARICOPA, MOHAVE, YAVAPAI & YUMA COUNTIES

	Rates	Fringes
Ironworker, Rebar.....	\$ 28.80	19.35
Zone 1: 0 to 50 miles from City Hall in Phoenix or Tucson		
Zone 2: 050 to 100 miles - Add \$4.00		
Zone 3: 100 to 150 miles - Add \$5.00		
Zone 4: 150 miles & over - Add \$6.50		

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LAB01184-008 06/01/2021

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.93	6.27
Group 2.....	\$ 23.57	6.27
Group 3.....	\$ 24.43	6.27
Group 4.....	\$ 25.40	6.27
Group 5.....	\$ 26.50	6.27

LABORERS CLASSIFICATIONS:

GROUP 1: All Counties: Chipper, Rip Rap Stoneman. Pinal County Only: General/Cleanup Laborer. Maricopa County Only: Flagger.

GROUP 2: Asphalt Laborer (Shoveling-excluding Asphalt Raker or Ironer), Bander, Cement Mason Tender, Concrete Mucker, Cutting Torch Operator, Fine Grader, Guinea Chaser, Power Type Concrete Buggy

GROUP 3: Chain Saw, Concrete Small Tools, Concrete Vibrating Machine, Cribber & Shorer (except tunnel), Hydraulic Jacks and similar tools, Operator and Tender of Pneumatic and Electric Tools (not herein separately classified), Pipe Caulker and Back-Up Man-Pipeline, Pipe Wrapper, Pneumatic Gopher, Pre-Cast Manhole Erector, Rigger and Signal Man-Pipeline

GROUP 4: Air and Water Washout Nozzleman; Bio-Filter, Pressman, Installer, Operator; Scaffold Laborer; Chuck Tender; Concrete Cutting Torch; Gunite; Hand-Guided

Trencher; Jackhammer and/or Pavement Breaker; Scaler (using boson's chair or safety belt); Tamper (mechanical all types).

GROUP 5: AC Dumpman, Asbestos Abatement, Asphalt Raker II, Drill Doctor/Air Tool Repairman, Hazardous Waste Removal, Lead Abatement, Lead Pipeman, Process Piping Installer, Scaler (Driller), Pest Technician/Weed Control, Scissor Lift, Hydro Mobile Scaffold Builder.

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 PAIN0086-001 04/01/2017

	Rates	Fringes
PAINTER		
PAINTER (Yavapai County only), SAND BLASTER/WATER BLASTER (all Counties).....	\$ 19.58	6.40
ZONE PAY: More than 100 miles from Old Phoenix Courthouse \$3.50 additional per hour.		

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 \* SUAZ2009-001 04/20/2009

	Rates	Fringes
CEMENT MASON.....	\$ 19.28	3.99
ELECTRICIAN.....	\$ 22.84	6.48
IRONWORKER (Rebar)		
Pima County.....	\$ 23.17	14.83
Pinal County.....	\$ 20.27	8.35
LABORER		
Asphalt Raker.....	\$ 15.49	3.49
Compaction Tool Operator....	\$ 14.59 **	2.91
Concrete Worker.....	\$ 13.55 **	3.20
Concrete/Asphalt Saw.....	\$ 13.95 **	2.58
Driller-Core, diamond, wagon, air track.....	\$ 16.94	3.12
Dumpman Spotter.....	\$ 14.99 **	3.16
Fence Builder.....	\$ 13.28 **	2.99
Flagger		
Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....	\$ 12.35 **	1.59
Formsetter.....	\$ 16.09	3.97
General/Cleanup Laborer		

Coconino, Maricopa, Mohave, Pima, Yavapai & Yuma.....\$ 14.54 **	3.49
Grade Setter (Pipeline).....\$ 17.83	5.45
Guard Rail Installer.....\$ 13.28 **	2.99
Landscape Laborer.....\$ 11.39 **	
Landscape Sprinkler Installer.....\$ 15.27	
Pipelayer.....\$ 14.81 **	2.96
Powderman, Hydrasonic.....\$ 16.39	2.58
OPERATOR: Power Equipment	
Asphalt Laydown Machine.....\$ 21.19	6.05
Backhoe < 1 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 17.37	3.85
Backhoe < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Clamshell < 10 cu yd Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Concrete Pump (Truck Mounted with boom only) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 19.92	7.10
Crane (under 15 tons).....\$ 21.35	7.36
Dragline (up to 10 cu yd) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Drilling Machine (including Water Wells).....\$ 20.58	5.65
Grade Checker Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 16.04	3.68
Hydrographic Seeder.....\$ 15.88	7.67
Mass Excavator.....\$ 20.97	4.28
Milling Machine/Rotomill....\$ 21.42	7.45
Motor Grader (Finish-any type power blade) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 21.92	4.66
Motor Grader (Rough) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 20.07	4.13
Oiler.....\$ 18.15	8.24
Power Sweeper.....\$ 16.76	4.44
Roller (all types Asphalt) Coconino, Mohave, Pima, Pinal, Yavapai & Yuma.....\$ 18.27	3.99

Roller (excluding asphalt)..\$ 15.65	3.32
Scraper (pneumatic tired)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.69	3.45
Screed	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.54	3.72
Shovel < 10 cu yd	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.72	3.59
Skip Loader (all types <3	
cu yd).....\$ 18.28	5.30
Skip Loader (all types 3 <	
6 cu yd)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 18.64	4.86
Skip Loader (all types 6 <	
10 cu yd).....\$ 20.15	4.52
Tractor (dozer, pusher -	
all)	
Coconino, Mohave, Pima,	
Pinal, Yavapai & Yuma.....\$ 17.26	2.65
PAINTER	
Coconino, Maricopa,	
Mohave, Pima, Pinal & Yuma..\$ 15.57	3.92
TRUCK DRIVER	
2 or 3 Axle Dump or	
Flatrack.....\$ 16.27	3.30
5 Axle Dump or Flatrack.....\$ 13.97 **	2.89
6 Axle Dump or Flatrack (<	
16 cu yd).....\$ 17.79	6.42
Belly Dump.....\$ 14.67 **	
Oil Tanker Bootman.....\$ 22.03	
Self-Propelled Street	
Sweeper.....\$ 13.11 **	5.48
Water Truck 2500 < 3900	
gallons.....\$ 18.14	4.55
Water Truck 3900 gallons	
and over.....\$ 15.92	3.33
Water Truck under 2500	
gallons.....\$ 15.94	4.16

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$15.00) or 13658 (\$11.25). Please see the Note at the top of the wage determination for more information.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this

classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



**NO INSERT**

**NO INSERT**



## Boards, Commissions and Committees Appointment Application

### PERSONAL INFORMATION

Name:

Vincenzo PULLARA

Date:

12-26-22

Address:

12700 NORTH 113TH AVENUE Youngtown, AZ 85363 APT 52

E-Mail Address:

[REDACTED]

Are you a Resident of

Youngtown? ☒ Yes ☐ No

Occupation:

Retired

Home Phone:

—

Work Phone:

—

Cell

[REDACTED]

Best Time to Call?

am/pm ☒

Do you own commercial property and/or operate a business in Youngtown? ☐ Yes ☒ No

Business Name and Address:

Are you now, or have you ever served on a board, commission or committee for the Town of Youngtown?

☐ Yes ☒ No

If yes, please give name of board, commission and/or committee and dates served:

### BOARD, COMMISSION OR COMMITTEE OF INTEREST:

Please list in order of preference. Residents may only serve on one (1) Board, Commission or Committee at a time.

1.

2.

3.

4.

EDUCATION AND CIVIC ACTIVITIES (may attach a resume):

COMMUNITY AND/OR PROFESSIONAL ACTIVITIES: (may use separate piece of paper)

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

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

Applicant's Signature:

[Signature]

Date:

12-26-22

**NO INSERT**