



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

The Town of Youngtown provides notice that it will conduct its Town Council meeting on **May 20, 2021** through *in-person and technological* means in order to minimize the spread of COVID-19. Council members may attend the Council meeting in-person or via video/telephone conference, as authorized by A.R.S. Section 38-431(4).

The in-person meeting will occur at 12030 Clubhouse Square, Youngtown AZ 85363, in the Town Council Chambers. A limited public audience will be allowed to attend on a first-come, first-served basis, with physical distancing.

The public may also listen to the Town Council meeting by calling in telephonically using the conference call and meeting identification number provided below. **Please state your name when you call in, then mute your telephone for the remainder of the call to ensure the Town Council can conduct its meeting without interference.** If you are appearing by remote means and would like to comment on any matter on the agenda, please download a public comment form and submit it via email to Town Clerk Nicole Smart, nsmart@youngtownaz.org at least one hour before the meeting. **The Town Clerk will read public comments submitted before the meeting into the record. You may also comment during the public hearing portion of the agenda by unmuting your phone and providing verbal comments, or coming up to the podium to speak if appearing in-person.**

DATE: May 20, 2021
TIME: Immediately following the Agua Fria Ranch Community Facilities District Board Meeting which begins at 5:30 p.m.
PLACE: Join the Regular Meeting by phone: 1-346-248-7799
Meeting ID: 833 8087 9576
Password: 057626
Link to the zoom meeting:
<https://us02web.zoom.us/j/83380879576?pwd=OXFNUXc3eVduUll1dWJBRCtVMmo3Zz09>

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance and Invocation**
4. **Summary of Current Events:** Brief Summary of Current Events pursuant to ARS § 38-431.02(K). Council may not propose, discuss or take legal action on the current event updates.
 - A. Summary of Current Events from Mayor and Council.
 - B. Summary of Current Events from Town Manager.
5. **Staff Reports:** Staff may provide reports to Council on the following subjects which may include discussion with Council. Council will not take legal action.

- A. Library:** The Library Manager may report to Council on library operations, monthly activities, book club events, and upcoming author visits.
- B. Public Works:** The Public Works Manager may report to Council regarding maintenance of Town facilities, recreational facilities, streets, parks, and schedules for work in the Town.
- C. Community Development:** The Community Development Manager and/or Community Development Coordinator may report to Council regarding business outreach, economic development projects, and code enforcement operations and activity reports.
- D. Finance:** The Finance Manager may report to Council regarding the Town's budget and monthly expenditures.
- E. Town Clerk:** The Town Clerk may report to Council regarding Town events, activities, meetings, and promotion of the Town on its website and social media sites.
- F. Municipal Court:** The Court Administrator may report to Council regarding activities of the Municipal Court, citations, hearings and schedules.

6. Response to Call to the Community

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

8. Consent

A. Approval of Minutes:

- I. Regular meeting minutes of **May 6, 2021.**

9. Business

- A. Presentation, Discussion, and/or Action Re:** Preliminary Expenditure Projections for FY 2021-2022 and 2021-2025 (5) five-year forecast (Walker)
- B. Presentation and Discussion Re:** Presentation of the proposed budget documentation for FY 2022 North Youngtown Street Light Improvement District (NYT SLID). (Blackman)
- C. Presentation and Discussion Re:** Presentation of the proposed budget documentation for FY 2022 Agua Fria Ranch Street Light Improvement District (AFR SLID) (Blackman)
- D. Presentation, Discussion and/or Action Re:** Sun City Fire and Medical District (SCFD) Report, which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services (Fire Marshall Jim Fox)
- E. Presentation, Discussion and/or Action Re:** Maricopa County Sheriff's Office (MCSO) Report, which may include discussion of crime statistics, specific crimes including traffic violations, thefts, violent crimes, trespass and issues with homelessness, crime prevention, MCSO staffing levels, community needs, and response times (Captain Stutsman)
- F. Presentation, Discussion and/or Action Re:** Proposed agreement with Greater Phoenix Economic Council (GPEC) for the period beginning July 1, 2021 and ending June 30, 2022 (Brad Smidt, Senior Vice President of Business Development (Arrington)
- G. Presentation, Discussion and/or Action Re:** Approval of Resolution 2021-04 to designate the Town Manager as the CFO (Blackman)

H. Presentation, Discussion and/or Action Re: Renewal of the Town Manager's contract (Stuhan)

I. Presentation, Discussion and/or Action Re: Agreement between the Town of Youngtown and Town Prosecutor John Rhude from Pinnacle Law (Stuhan)

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:

I. Next Regular Council Meeting will be Thursday, June 3, 2021.

Adjournment

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

POSTING CERTIFICATION OF THIS NOTICE

The undersigned hereby certified that a copy of the attached notice and agenda were duly posted by 5:00 p.m. on **May 17, 2021** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.


Nicole Smart, Town Clerk

AGENDA DATE: May 20, 2021

STAFF REPORT TO COUNCIL

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

- **Met with Mayor LeVault, MCSO and members from FLOCK regarding the current status of the cameras and some adjustments that need to be made to the view on the current installed cameras.**
- **Attended APS West Valley Central 230 KV Project with members of APS line siting team.**
- **Coordinated APS Retreat along with Town Clerk Nicole Smart, the Mayor, Council, Pat Walker Financial Consultant and Trish Stuhan Town Attorney to discuss the vision and projects for the upcoming fiscal year.**
- **Attended El Sol Battery Storage Bi-Weekly Update Meeting**



STAFF REPORT TO COUNCIL

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

We received confirmation from Jeremy Reeder at the Maricopa County Library Administration Office, that our Library Assistance Program portion will be \$3,087.00 for FY 2022, (down from \$4,237 for 2020-21).

Since our re-opening on May 3rd, we have had a gradual increase in the number of patrons coming in or calling.

We offer:

- ***FREE WI-FI: Mon-Fri from 10:00 AM – 4:00 PM***
- ***FREE Tax Forms***
- ***FREE Faxes***
- ***FREE Legal Forms***
- ***FREE Resume assistance***
- ***Books have free check-out for two weeks and DVD's for one week***
- ***Copies \$.15 each***
- ***Reference questions – (623) 974-3401***



STAFF REPORT TO COUNCIL

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

- Attending stakeholder new storm water permitting process meetings.
- Dog Park grass fertilized.
- Trees planted: Schleifer Park and Maricopa Lake Park.
- All parks: trees trimmed.
- Red curb painting in progress for Youngtown north.
- 111th Ave: weeds sprayed.



STAFF REPORT TO COUNCIL

DEPARTMENT: Community Development

DEPARTMENT REPORT SUBMITTED BY:
Community Development Manager, Gregory Arrington

- ARIZONA ASSOCIATION OF ECONOMIC DEVELOPMENT
 - ANNUAL POLICY IMPACT CELEBRATION
- CODE ENFORCEMENT LEAGUE OF ARIZONA
 - MONTHLY BOARD MEETING
- SOLUTION AUTO SALES
 - MEETING W/OWNER AT SECOND LOCATION FOR BUSINESS
- TOWN OF YOUNGTOWN
 - ANNUAL RETREAT



STAFF REPORT TO COUNCIL

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

- Attended Code Enforcement League of Arizona monthly Board meeting
- Attended the Annual Retreat
- The monthly Business License Report is attached for your review.
- Updating the Town website.
- Continue to work on record retention and cleanup of old files that have exceeded the required retention period.
- Continue work on Town inventory list.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories. www.facebook.com/townofyoungtownaz.



Town of Youngtown

April 2021 Business License Report

New Business Licenses

- Transient 8
- Commercial 0
- Home Based 0

Renew Business Licenses

- Transient 0
- Commercial 0
- Home Based 0

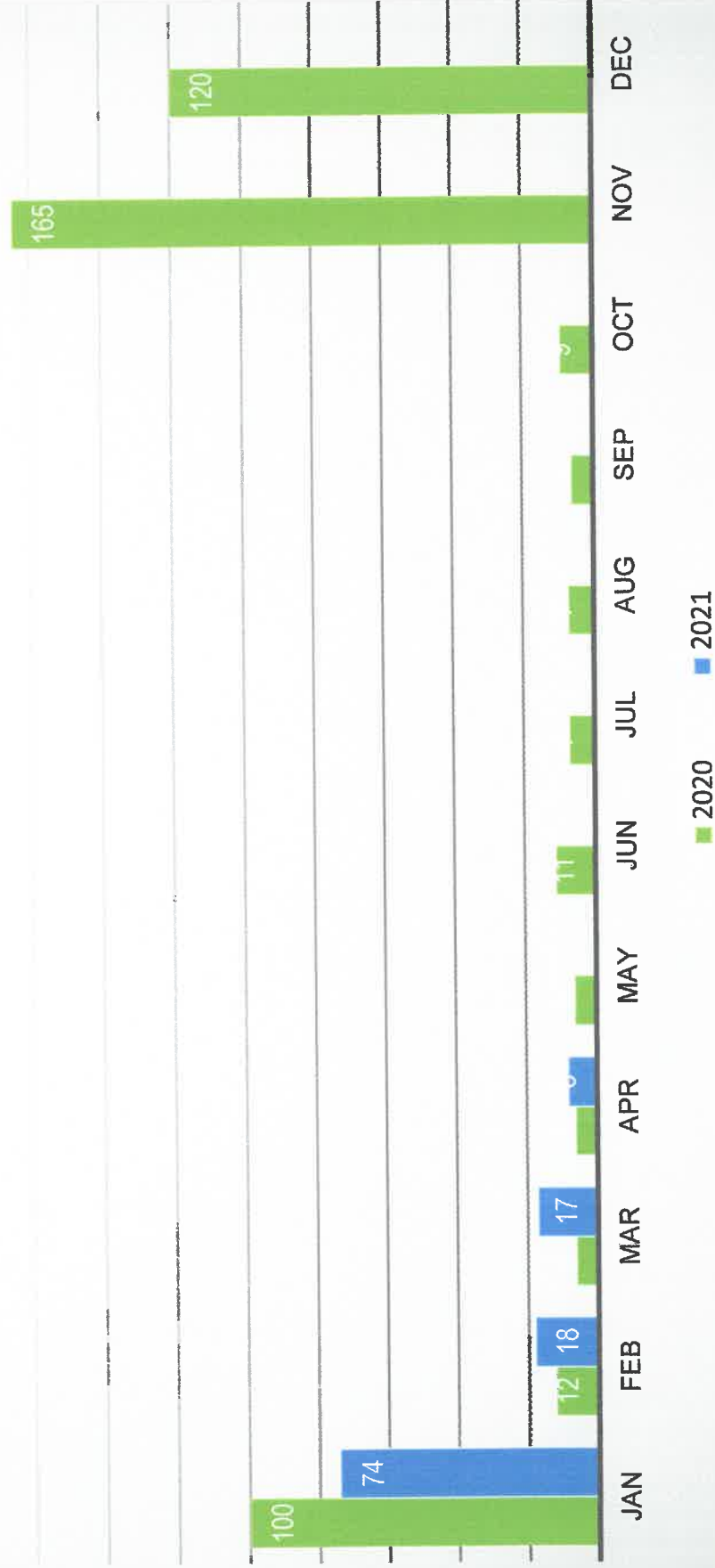
New Business Licenses			Renew Business Licenses	
Transient	\$560.00		Transient	\$0.00
Commercial	\$0.00		Commercial	\$0.00
Home Based	\$0.00		Home Based	\$0.00
TOTALS	\$560.00		TOTALS	\$0.00

Total Revenue for April 2021 = \$560.00

There was no new Commercial Business Activity for the Month of April:

All licenses now expire on December 31st of each year.

Business License Activity 2020 vs. 2021





STAFF REPORT TO COUNCIL

DEPARTMENT: Youngtown Municipal Court	DEPARTMENT REPORT SUBMITTED BY: <i>Court Administrator – Lisa Lipinski</i>
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REPORT:

No formal presentation will be given on the following items:

Court Activity for APRIL 2021:

11 walk-ins and arraignments

18 warrants issued

1 plea agreements entered

8 continuances filed by the prosecutor

0 diversion/deferred prosecutions entered

0 case(s) dismissed by prosecutor

0 order(s) to show cause vacated

The Youngtown Municipal Court daily operations include:

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



**MINUTES OF THE REGULAR
MEETING COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, MAY 6, 2021 at 5:30 P.M.**

1. **Call to Order:** Mayor LeVault called the meeting to order at 5:30 p.m.
2. **Roll Call:** Council present: Mayor Michael LeVault, Vice Mayor Chuck Vickers, Council Members, Margaret Chittenden, June Miller, Karen Haney Duncan. Council present telephonically: Councilmember Hout, Excused: Councilmember Jack Duran.

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

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

3. **Pledge of Allegiance and Invocation:** Councilmember Miller led the Pledge and Councilmember Chittenden gave the Invocation.

4. **Summary of Current Events:**

- A. Summary of Current Events from Mayor and Council.

Mayor LeVault mentioned that he attended the National Day of Prayer with Councilmember Chittenden in Surprise.

Mayor LeVault stated that the Annual Youngtown retreat will be held on May 15th, at the Wigwam from 9:00 a.m. to 2:00 p.m.

Mayor LeVault mentioned that he hosted the West Valley Mayor's Dinner last week in the Community Garden, and there were nine (9) Mayors from other Cities and Towns that attended.

Mayor LeVault mentioned he was at Skyline Regional Park with Mayor Skip Hall from Surprise, and Mayor Jack Meck from Buckeye. The meeting was in regards to the preservation of the White Tanks Mountain Conservancy.

Mayor LeVault mentioned that he has been on ride a longs in the past with Maricopa County Sheriff's Office. However, for the past couple of weeks, he has been going on his own at night driving around town. There is a lot of activity during the night, and he will continue driving around at night to see what is going on. Mayor LeVault mentioned his ride a longs with Maricopa County Sheriff's Office are usually on the weekends during the late night and early morning hours.

Councilmember Chittenden mentioned that it was nice to attend the National Day of Prayer. Also, the contract for the shades for the dog park has been signed, and this will be very helpful during the hot summer.

B. Summary of Current Events from Town Manager

Town Manager Blackman participated in the Invenergy team meeting regarding the battery storage facility.

Town Manager Blackman participated in the meeting with EPCOR regarding their franchise agreement.

Town Manager Blackman gave a big thank you to Nicole and Carla for handling the West Valley Mayors' dinner for the Mayor last week at the community garden.

Town Manager Blackman participated in the West Valley Managers' meeting hosted by the Town of Wickenburg.

Town Manager Blackman is reviewing the submitted budgets from all department heads and will then review them with Pat Walker.

5. Staff Reports:

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

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

7. Citizens Comments/Appearances from the Floor:

Resident Owen Davis from 11305 W. Alabama Avenue, stated his concern that there are no programs to offer the youth in Youngtown. Owen feels that the Town should offer a summer camp or program.

Mayor LeVault mentioned prior 1998 this was an age restricted community. Since then, the demographic has changed quite a bit. The Town has put in more parks, basketball courts, and the Town has partnered with Discover U school for their summer program.

Betty Trolen stated that they had eleven (11) people that came to Craft Corner, and they stayed for the whole two (2) hours.

8. Consent

A. Approval of Minutes:

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

*Motion to approve the Consent Agenda – Councilmember Chittenden
Second – Councilmember Haney Duncan*

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting, and Councilmember Hout telephonically voice vote was noted as a yes.

9. Business

- A. Presentation, Discussion and /or Action Re:** Proposed Ordinance 2021-03 amending Chapter 15, Building and Construction, Chapter 15.04 Uniform Construction Codes Adopted, Section 15.04.010 Adoption by Reference, Section 15.04.020 Amendments to International Building Code, National Electrical Code, International Fire Code and International Residential Code, and Section 15.04.040 Arizonans with Disabilities Act; all related to the adoption of updated Building Codes for the Town of Youngtown to regulate and maintain buildings.

Community Development Manager Arrington was in attendance and presented proposed ordinance 2021-03 amending Chapter 15, Building and Construction, and answered questions from Council.

Discussion followed including pool fence regulations and fire sprinklers.

Approval of Ordinance 2021-03 amending Chapter 15, Building and Construction, Chapter 15.04 Uniform Construction Codes Adopted, Section 15.04.010 Adoption by Reference, Section 15.04.020 Amendments to International Building Code, National Electrical Code, International Fire Code and International Residential Code, and Section 15.04.040 Arizonans with Disabilities Act; all related to the adoption of updated Building Codes for the Town of Youngtown to regulate and maintain buildings.

Vice Mayor Vickers

Second – Councilmember Miller

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting, and Councilmember Hout telephonically voice vote was noted as a yes.

- B. Presentation, Discussion and /or Action Re:** Approval of Agreement for Services between the Town of Youngtown and AZ Code Consultants, LLC for plan review and building inspection services.

Community Development Manager Arrington was in attendance and presented the proposed Agreement for Services, and answered questions from Council. Staff is requesting approval regarding a contract between the Town of Youngtown and AZ Code Consultants for a one (1) year period. The contract shall be for plan review and building inspection services.

The utilization of AZ Code Consultants shall maintain the level of customer service that our citizens and customers have come to expect. The quality of our plan review inspections, turnaround times, and consultations shall remain consistent. The Agreement between the AZ Code Consultants and the Town of Youngtown as and on-call service to be provided by the AZ Code Consultants per the Agreement during the fiscal year ending on June 30, 2022.

Approval of Agreement for Services between the Town of Youngtown and AZ Code Consultants, LLC for plan review and building inspection services.

Councilmember Miller

Second – Councilmember Haney Duncan

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting, and Councilmember Hout telephonically voice vote was noted as a yes.

Mayor LeVault asked for a motion to adjourn and move into an executive session.

Motion– Councilmember Miller

Seconded – Councilmember Haney Duncan

Meeting Adjourned 7:12 p.m.

Return to Regular Council meeting at 7:40 p.m.

- C. Presentation, Discussion and /or Action Re:** Town Prosecutor Services including direction to staff regarding retention of a new prosecutor.

Town Manager Blackman was in attendance and presented the Town Prosecutor Services including direction to staff regarding retention of a new prosecutor, and answered questions from Council.

Approval of the Prosecutor Services Agreement with a tentative contract termination of 60 days.

Councilmember Hout

Second – Councilmember Chittenden

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting, and Councilmember Hout telephonically voice vote was noted as a yes.

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

Mayor LeVault mentioned that he is painfully aware of the homelessness issue in Youngtown. We are not the only town that has this issue, there are several cities and towns all over the state that are dealing with this same issue. The problem with the homeless is not just happening in this County, it's happening in other Counties as well. The most common issue with the homeless is mental illness and drug/alcohol issues. Close to 80 percent of the petty crimes in Youngtown are committed by homeless people.

Mayor LeVault stated that the Town has cleaned out the river bottom, however there are about fifteen properties backing up to the river bottom. If the homeless people trespass on the private property, they can and will be arrested. Since the 9th circuit put this bill in place, there is little we can do if the homeless people are in public places. They have a right to move freely in the same manner as any other person in public spaces, and it's not a crime to be homeless.

Over a year ago, we cleaned out the homeless camps, however, we had Steri-Clean pick up the trash and hazardous material in the river bottom. We also took out vegetation, and cut back the trees where they can't make any camps. Mayor LeVault mentioned he walked the river bottom couple of weeks ago with Public Works, and there were a couple of camps that they took out.

Mayor LeVault stated the Town will stay focused on these matters, and we will do whatever we can within our power to handle this issue, however, we do need the community and the businesses help in trying to resolve this issue.

Councilmember Miller hopes the Town can be successful in dealing with the homeless issue. Also, please do not give them any money; support the agencies that are helping them.

Councilmember Chittenden mentioned she noticed there is more trash in the alleyways, and we need to continue to be vigilant in regards to the homeless people.

Lora Rice from Koppy's Body Shop, located at 11202 W. Michigan Avenue, stated that we have homeless people in the alleys by their shop, on Grand Avenue, and 113th Avenue. We are the spokespersons for the businesses in that area. The homeless people are defecating in the alleys, causing destruction of properties, and disposal of trash everywhere. Homeless people hanging around in the front and back of businesses scare employees, and clients. The homeless people are fighting, drinking, stealing, showering naked in the alleys, threatening business owners with weapons, and are verbally abusive with business employers, employees, and clients going in and out of their vehicles.

Lora Rice stated that women are afraid to come to work. She used to come in early and work late, however, she is afraid to do so. She can't trust who is in front of the building. Some businesses are locking their doors during the day, as homeless people are coming in asking for money and food. She stated that one homeless person came in to her building and urinated on the floor. Some businesses are building fences, adding more lighting and cameras to make us feel safer. This is not just happening at night; it's happening all day long. These individuals are not just homeless people, they are drug users, and not one of us feels safe going to Jack in the Box, QuikTrip and Circle K. There are no Maricopa County Sheriff's Officers presence when we need them. We call, and they don't show up. At this time, it would be better for El Mirage to annex Youngtown.

Walt Bratton and Jill Glotfelty from the Spanish Gardens Homeowners Association Condos spoke. They have transients coming and going. They have a north and south entrance into the property. The property backs into the river bottom. The homeless people walk through the court yard, they make beds just outside the buildings. Just like what Lori Rice mentioned, they are dealing with the same issues.

There are vehicles parked on 113th Avenue that have been parked there for months. The vehicles either have flat tires, expired and no tags. They have meet with Youngtown, and we need more help. Jill Glotfelty asked if they could have a meeting with the Town and Maricopa County Sheriff's Office and the business community. Walt Bratton mentioned they are looking at installing Flock cameras on their properties.

Mayor LeVault stated that we did dissolve the Youngtown Police in 2011, and we didn't have to deal with this issue. When they dissolve the Youngtown Police, we did put on the ballot to impose property taxes, however, 73% of the people said no. However, now we do have an issue with the homeless people. Mayor LeVault stated that you need to

call Maricopa County Sheriff's Office every time you have an issue with homeless people. They may not show up right away due to other emergency calls they are dealing with; however, they are recorded.

Town Manager Blackman thanked the businesses that came forward with their concerns. The Town will continue to stay committed regarding the homeless issues, and we will look into the additional resources from the Maricopa County Sheriff's Office. We will look into adding additional cameras from Flock. The Town will continue to monitor the commercial sector in regards to the businesses.

Paul Koppy from Koppy's Body Shop located at 11202 W. Michigan Avenue stated the homeless people are becoming a big issue for the businesses. The businesses are calling Maricopa County Sheriff's Office and they are not doing anything. Some of their business clients do not want to return to their business for services. Paul Koppy asked if they can have a councilmember as a liaison or a representative for the businesses and the Town.

Mayor LeVault mentioned the businesses can create a neighborhood watch for that area, and they can be the eyes and ears for the Town in regards to this issue. Mayor LeVault stated that anyone can call him on his cell anytime day or night. Mayor stated that if Paul Koppy wanted to organize a meeting with the businesses, he and the Town Manager will attend.

Mayor LeVault mentioned that Councilmembers would like to attend the meeting with businesses.

Discussion followed including homeless people, Maricopa County Sheriff's Office, and meeting with businesses in regard to the homelessness in the town.

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

11. Future Agenda & Meetings

A. Future Agenda Items

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

I. Regular Council Meeting for Thursday, May 20, 2021.

Adjournment

Motion to Adjourn – Vice Mayor Vickers

Seconded – Councilmember Miller

Meeting Adjourned 7:49 p.m.

Michael LeVault, Mayor

Attest:

Nicole Smart, Town Clerk

Minutes approved at the May 20, 2021 regular meeting

PLACE HOLDER FOR ITEM 9.A

**Preliminary Expenditure Projections for
FY 2021-2022 and 2021-2025 (5) five-year
forecast.**

THIS IS FOR DISCUSSION ONLY.



TOWN COUNCIL FORM

Subject:

Presentation of the proposed documentation for the FY 2022 Budget as it relates to the North Youngtown Street Light Improvement District (NYT SLID).

STAFF PRESENTER:

Jeanne Blackman, Town Manager

RECOMMENDATION:

Discussion only.

COMMUNITY BENEFIT:

It is in the residents' best interest and the Town Government (as stewards of the Town's funds) to fairly establish a tax levy to finance appropriate expenses associated with the NYT SLID to the property owners who benefit from the street lights in their area of Town.

DISCUSSION:

The Council, as the Town of Youngtown's governing body, annually assessed a tax levy upon all property in the NYT SLID to pay annual expenses for electricity for street lights in the District.

What is paid in taxes is the amount of electricity used and billed in the current fiscal year divided by the number of parcels as supplied by the Maricopa County Assessor.

Council will consider final approval of the NYT SLID budget following a public hearing on June 17th, 2021.

FISCAL IMPACT:

Benefit of having \$83,288.66 funds in Fiscal Year 2021-2022 specifically to address the NYT SLID. The assessment will be \$51.41 per parcel.

REVIEW BY:

via email

Gust Rosenfeld, PLC, Town Attorney
By: Trish Stuhan

PREPARED BY:

via email

Pat Walker, Finance

via email

Jeanne Blackman, Town Manager

BUDGET CATEGORY	NYT SLID TRENDS									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
APS ELECTRICAL BILLING (STREET LIGHTS)	\$ 76,650.00	\$ 77,566.00	\$ 77,024.00	\$ 77,591.21	\$ 78,033.30	\$ 88,065.32	\$ 95,039.67	\$ 95,442.81	\$ 84,668.42	\$ 83,288.66
* COSTS FOR CREATING DISTRICT	\$ 13,827.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL PAYABLE FROM TAX	\$ 90,477.00	\$ 77,566.00	\$ 77,024.00	\$ 77,591.21	\$ 78,033.30	\$ 88,065.32	\$ 95,039.67	\$ 95,442.81	\$ 84,668.42	\$ 83,288.66
TOTAL PER PARCEL (DIVIDE BY NUMBER OF NON-EXEMPT PARCELS)	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41

* ONE TIME EXPENSE IN 2011 RESOLUTION 11-26

NYT SLID COUNCIL IMPACT

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	CHANGE
COUNCILMEMBER DURAN	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)
COUNCILMEMBER CHITTENDEN	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)
COUNCILMEMBER MILLER	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)
VICE MAYOR VICKERS	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)
COUNCILMEMBER HOUT	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)
COUNCILMEMBER DUNCAN	\$ 58.83	\$ 50.43	\$ 50.08	\$ 51.97	\$ 52.30	\$ 59.14	\$ 64.08	\$ 64.40	\$ 56.97	\$ 51.41	\$ (5.56)



TOWN COUNCIL FORM

SUBJECT: Presentation of the proposed documentation for the FY 2022 Budget as it relates to the Agua Fria Ranch Street Light Improvement District (AFR SLID)	STAFF PRESENTER: Jeanne Blackman, Town Manager
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RECOMMENDATION:

Discussion only.

COMMUNITY BENEFIT:

It is in the best interest of the residents' and the Town Government (as stewards of the Town's funds) to fairly establish a tax levy to finance appropriate expenses associated with the Agua Fria Ranch Street Lighting Improvement District (AFR SLID) to the property owners who benefit from the street lights in their area of town.

DISCUSSION:

The Council, as the Town of Youngtown's governing body, annually assess a tax levy upon all property in the AFR SLID to pay annual expenses which includes the cost of electricity for the street lights in the District.

What is paid in taxes has two components: (1) is the rate of taxation, (2) is the valuation of properties. If property valuations go up, then the tax rate goes down and if property valuations go down, then the tax rate goes up.

The Maricopa County Assessor supplies valuations for the AFR SLID in February and those valuations are used to calculate the tax levy for the SLID. These valuations can change in the days before the tax levy report goes to the Maricopa County Board of Supervisors. The Resolution sent to the County Treasurer states a rate not to exceed 0.2897 per \$100 NAV.

Fiscal year 2021-2022 estimated cost is \$24,342.98. Ad valorem tax is levied and collected based on the assessed valuation of all the real and personal property within the AFR SLID.

Council will consider final approval of the AFR SLID budget following a public hearing on June 17th, 2021.

FISCAL IMPACT:

Benefit of having \$24,342.98 in FY 2021-2022 specifically to address Agua Fria Ranch Street Lighting Improvement District.

REVIEW BY:

via email
Trish Stuhan, Town Attorney

via email
Jeanne Blackman, Town Manager

PREPARED BY:

via email
Pat Walker, Finance

FY 2021-22 AGUA FRIA RANCH STREET LIGHTING IMPROVEMENT DISTRICT BUDGET

FY 2021 Actual Bill Amounts				Net Assessed Value
for July	\$ 1,939.68	Actuals	\$ 23,184	\$ 8,403,484
August	\$ 1,917.31	Additional	\$ -	÷100
September	\$ 1,929.50	Admin Fee	\$ 1,159	\$ 84,034.84
October	\$ 1,924.94		\$ 24,342.98	0.2897
November	\$ 1,925.82			\$ 24,342.98
December	\$ 1,925.34			
January	\$ 1,850.48			
February	\$ 1,890.62			
March	\$ 1,880.10			
April	\$ 2,000.00			
May	\$ 2,000.00			
June	\$ 2,000.00			

Total \$ 23,183.79
(APRIL-JUNE ARE ESTIMATES)

Additional Lights

Total Previous Year	\$ 23,183.79
Number of Lights	212
Cost/Light	\$ 109.36
Number of New Lights	-
Number of Months	-
Projected Increase	\$ -
Admin Fee	\$ -
Total Add Lights	\$ -

Admin Fee

Actual

\$ 23,184 X 5%= \$ 1,159.19

**SUN CITY FIRE DISTRICT
YOUNGTOWN MONTHLY REPORT
April, 2021**

INCIDENT RESPONSE SUMMARY				
Incident Type	APR 2021	YTD	APR 2020	YTD
FIRE	8	29	3	8
RESCUE & EMS INCIDENT	117	544	119	492
HAZARDOUS CONDITION (NO FIRE)	0	3	1	6
SERVICE CALL	0	2	1	10
GOOD INTENT CALL	2	9	1	9
FALSE ALARM & FALSE CALL	0	3	2	11
INCIDENT TOTAL	127	590	127	456

PREVENTION INSPECTION SUMMARY				
Property Use	Number of Initial	Number of Reinspects	Total Inspections	Total Violations
ASSEMBLY	6	1	7	1
EDUCATIONAL	0	0	0	0
HEALTH CARE	0	0	0	0
RESIDENTIAL	0	0	0	0
MERCANTILE & BUSINESS	78	2	80	2
STORAGE	0	0	0	0
SPECIAL PROPERTY & OTHER	4	0	4	0
TOTAL INSPECTIONS	88	3	91	3



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/DV) – 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	2019	2020	2021
WELFARE CHECK	725	591	208
TRESPASSING	152	272	58
SUSPICIOUS PERSON	161	181	59
FALSE BURGLAR ALARM*	148	112	29
LOUD NEIGHBORS	102	102	51
DISTURBING			
CIVIL ACTION	108	86	58
UNWANTED GUEST	80	124	29
SUSPICIOUS ACTIVITY	86	97	40
CITIZEN/MOTORIST ASSIST	92	77	39
FOLLOW UP	83	82	34
SUSPICIOUS PERSON AND VEHICLE	66	85	30
THEFT	68	79	27
INJURED/SICK PERSON	62	50	13
CRIMINAL DAMAGE	54	53	13
CIVIL MATTER/STANDBY	58	42	10
ASSIST OTHER AGENCY	44	33	12
FIGHT/MUTUAL COMBAT (DV)	30	40	10
ANIMAL PROBLEM	45	26	3
LOITERING	31	29	13
BURGLARY FROM VEHICLE	26	23	21
VEHICLE CRASH (NO INJURIES)*	35	29	6
Total	2256	2213	763

Top 20 On View

Event Category	2019	2020	2021
PATROL/VACATION WATCH	957	854	291
FOLLOW UP	433	270	84
TRAFFIC VIOLATION*	369	295	47
WELFARE CHECK	94	71	10
CITIZEN/MOTORIST ASSIST	68	58	20
COMMUNITY POLICING*	57	54	18
SUSPICIOUS PERSON	50	71	7
TRAFFIC CONTROL	98	22	2
TRESPASSING	38	67	17
SUSPICIOUS PERSON AND VEHICLE	38	59	15
SUSPICIOUS VEHICLE	27	42	7
SPECIAL DETAIL	21	15	14
ORDERS OF PROT - HARASS -	16	14	11
CIVIL USE ONLY			
ASSIST OTHER AGENCY	20	11	4
WARRANT ARREST ATTEMPT	9	12	5
CIVIL SUMMONS -CIVIL USE ONLY	8	13	3
WARRANT ARREST	8	7	5
LOITERING	8	10	1
SUSPICIOUS ACTIVITY	5	9	5
WARRANT ARREST -	5	7	4
MISDEMEANOR WARRANTS			
Total	2329	1961	570

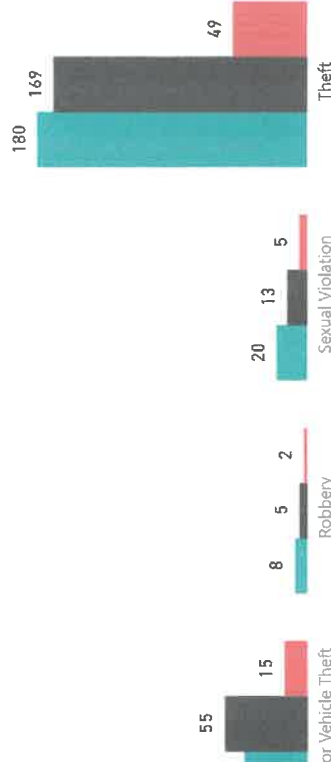
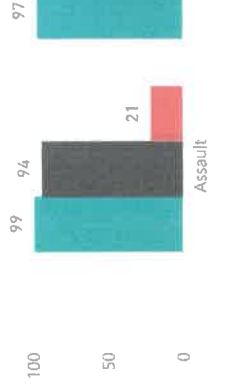
Top 20 Calls for Service with Incident Reports

Event Category	2019	2020	2021
WELFARE CHECK	75	66	6
THEFT	54	60	22
CRIMINAL DAMAGE	50	45	11
BURGLARY FROM VEHICLE	26	22	21
TRESPASSING	19	40	7
CONVENIENCE MARKET THEFT	37	20	6
DEAD BODY	25	19	9
ASSAULT	25	20	2
ASSAULT D/V	20	19	8
STOLEN VEHICLE	22	21	3
Total	353	332	95

Major Crime Indicators

200

150





Maricopa County Sheriff's Office

Annual Report for Youngtown

April, 2021

Top 20 Calls For Service

Event Category	2021
WELFARE CHECK	58
CIVIL ACTION	24
SUSPICIOUS PERSON	19
LOUD NEIGHBORS DISTURBING	13
TRESPASSING	13
CITIZEN/MOTORIST ASSIST	9
THEFT	9
FALSE BURGLAR ALARM*	7
SUSPICIOUS ACTIVITY	7
CIVIL MATTER/STANDBY	6
FOLLOW UP	6
SUSPICIOUS PERSON AND VEHICLE	6
Total	177

Top 10 On View

Event Category	2021
PATROL/VACATION WATCH	71
FOLLOW UP	23
TRAFFIC VIOLATION*	11
TRESPASSING	8
COMMUNITY POLICING*	7
ORDERS OF PROT - HARASS - CIVIL	7
USE ONLY	5
CITIZEN/MOTORIST ASSIST	5
SUSPICIOUS PERSON AND VEHICLE	4
CIVIL ACTION	4
WELFARE CHECK	4
Total	145

Top 10 Calls for Service with Reports

Event Category	2021
WARRANT ARREST	3
FOLLOW UP	2
IDENTITY THEFT	1
NARCOTICS/OTHER DRUGS	1
TRAFFIC VIOLATION*	1
TRESPASSING	1
WARRANT ARREST - MISDEMEANOR	1
WARRANTS	1
Total	10

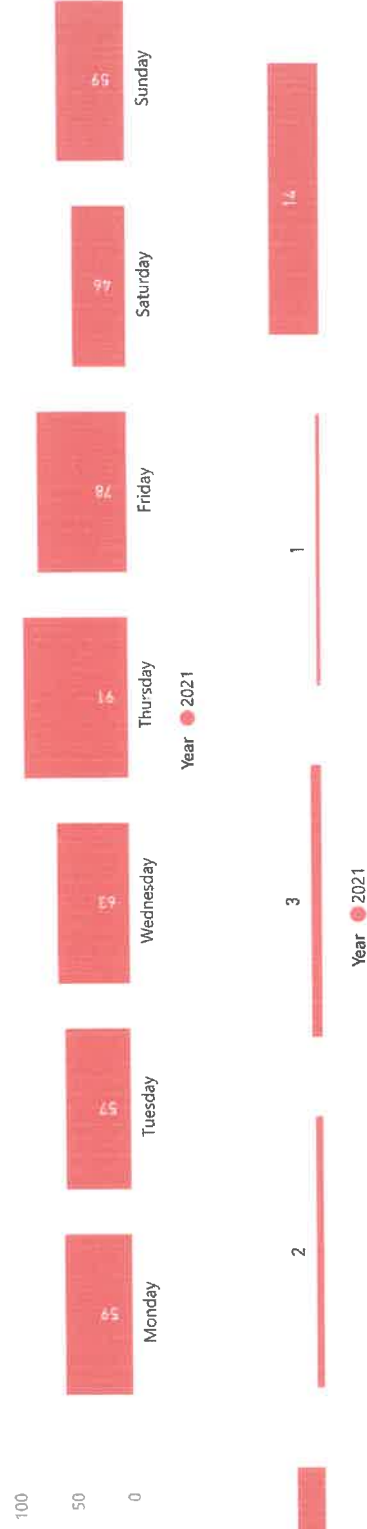
Areas of Special Interest

Event Category	2021
ATTEMPT SUICIDE	2
DUI - AGG. DUI	1
NARCOTICS/OTHER DRUGS	5
SEXUAL ASSAULT - MINOR VICTIM	1
Total	9

Events by Call Source

Call Source	2021
Calls for Service (CFS)	290
Deputy Initiated Activities (On View/OV)	164
Total	453

Calls for Service by Day of Week

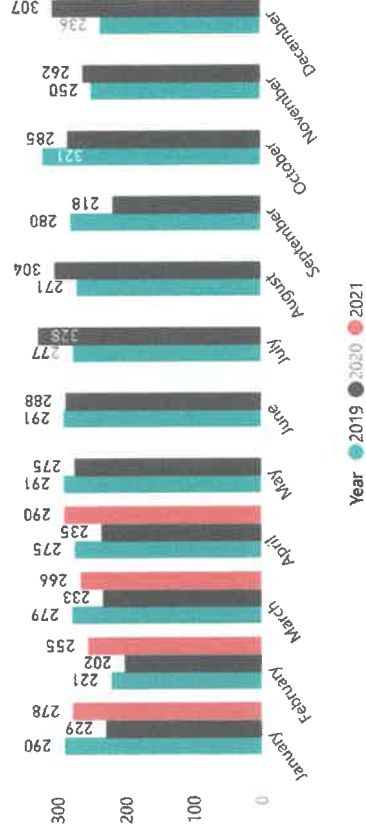


Major Crime Indicators



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
2019	103	103	71	72	62	51	84	102	132	158	159	163	173	159	164	197	166	179	150	187	190	166	172	119	3282
2020	113	86	88	71	57	59	87	103	117	124	143	155	169	158	149	141	175	194	180	189	177	152	157	122	3166
2021	37	30	34	23	19	15	30	30	39	55	60	56	55	54	68	48	50	46	59	66	61	52	63	39	1089
Total	253	219	193	166	138	125	201	235	288	337	362	374	397	371	381	386	391	419	389	442	428	370	392	280	7537

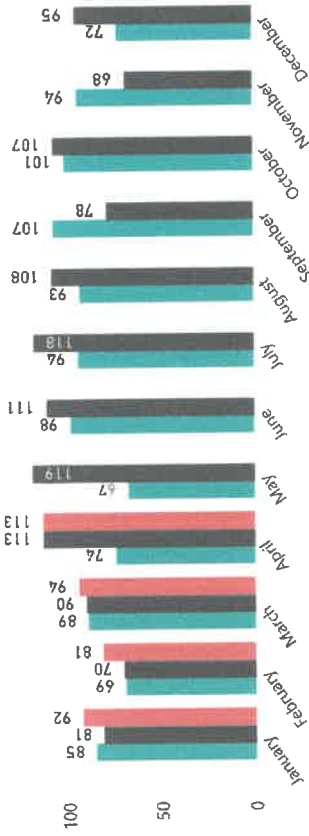
Calls for Service by Day of the Week and Hour of the Day

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	37	22	26	23	17	12	26	23	46	59	47	51	62	66	51	62	45	73	49	54	58	43	43	44	1039
Tuesday	38	38	31	19	18	21	31	39	51	62	55	56	59	54	50	54	55	60	54	58	52	54	48	33	1090
Wednesday	27	37	30	24	25	20	29	25	36	57	64	58	72	68	56	61	53	64	49	69	71	42	53	39	1129
Thursday	20	24	25	22	20	22	45	46	58	44	64	48	54	34	56	74	61	64	55	66	58	56	47	41	1104
Friday	38	25	21	25	17	20	26	40	48	37	50	53	50	57	76	59	78	52	70	74	69	58	66	41	1150
Saturday	40	38	37	27	20	18	23	31	25	39	45	60	41	44	52	43	44	50	56	54	71	67	90	55	1070
Sunday	53	35	23	26	21	12	21	31	24	39	37	48	59	48	40	33	55	56	67	49	50	45	27	955	7537
Total	253	219	193	166	138	125	201	235	288	337	362	374	397	371	381	386	391	419	389	442	428	370	392	280	7537

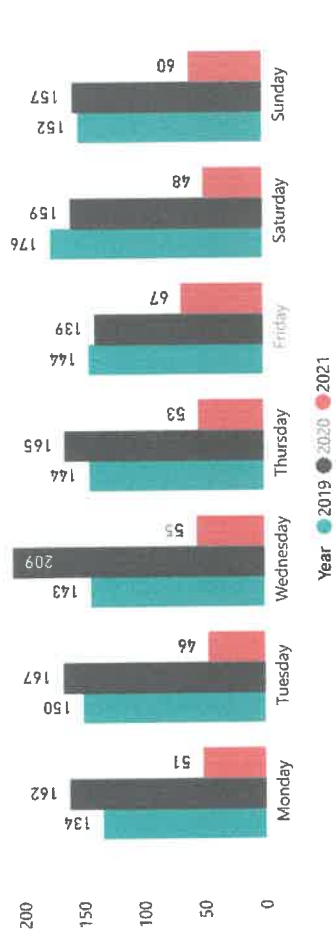
CALLS FOR SERVICE

ASSISTING UNITS

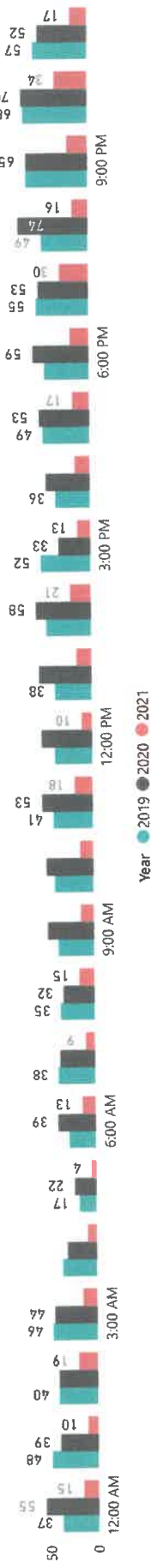
Calls for Service by Month



Calls for Service by Day of Week



Calls for Service by Hour



Calls for Service by Year and Hour of the Day

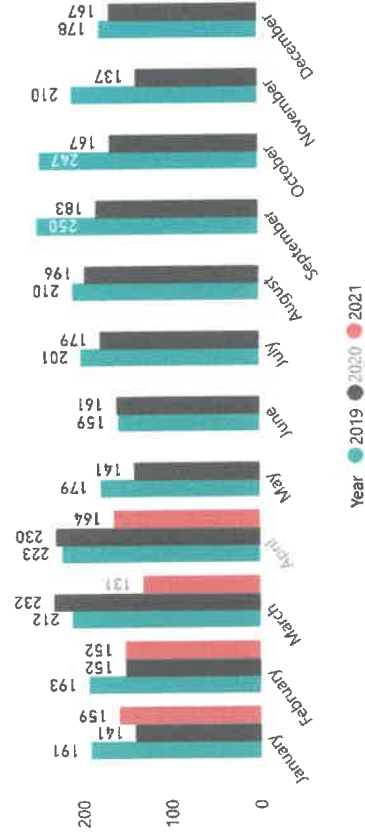
Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2019	37	48	40	46	35	17	27	38	35	37	40	41	39	38	47	52	36	49	47	55	49	65	68	57	1043
2020	55	39	40	44	30	22	39	36	32	48	49	53	53	46	58	33	46	53	59	53	74	65	70	52	1158
2021	15	10	19	14	9	4	13	9	15	13	13	18	10	15	21	19	15	17	19	30	16	21	34	17	380
Total	107	97	99	104	74	43	79	83	82	98	102	112	102	108	126	98	97	119	125	138	139	151	172	126	2581

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	16	10	13	15	12	6	12	13	12	16	10	12	13	16	17	13	9	22	12	13	20	20	22	23	347
Tuesday	14	19	11	14	9	8	10	12	13	19	22	18	16	19	14	14	14	20	14	14	17	17	19	14	363
Wednesday	14	17	21	17	16	7	11	7	10	22	23	17	13	23	16	16	19	15	15	25	24	16	24	19	407
Thursday	7	11	9	11	9	8	13	18	20	13	17	15	15	9	20	17	8	12	21	21	24	23	22	19	362
Friday	17	7	11	19	10	6	9	8	13	5	9	14	15	17	23	16	15	15	19	21	16	26	23	16	350
Saturday	16	20	20	12	5	5	9	11	7	11	12	20	15	14	16	14	15	15	24	16	22	26	32	26	383
Sunday	23	13	14	16	13	3	15	14	7	12	9	16	15	13	15	8	17	20	20	28	16	23	30	9	369
Total	107	97	99	104	74	43	79	83	82	98	102	112	102	108	126	98	97	119	125	138	139	151	172	126	2581

ON VIEW

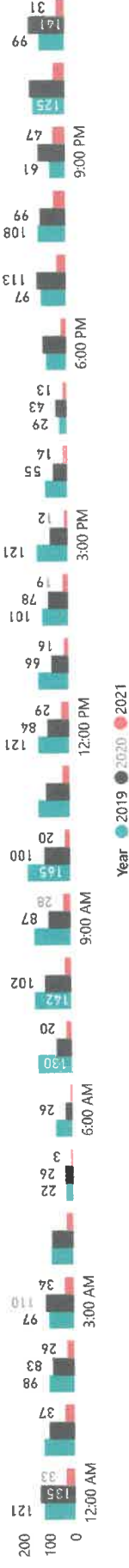
On View by Month



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
2019	121	119	98	97	85	22	64	130	142	142	165	123	121	118	101	121	87	29	78	97	108	61	125	99	2453
2020	135	99	83	110	83	26	26	59	102	87	100	92	84	66	78	69	55	43	92	113	99	106	138	141	2086
2021	33	37	26	34	25	3	5	20	24	28	20	26	29	16	19	12	14	13	20	34	46	47	44	31	606
Total	289	255	207	241	193	51	95	209	268	257	285	241	234	200	198	202	156	85	190	244	253	214	307	271	5145

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	59	45	35	42	40	14	18	34	39	36	35	34	30	27	28	18	26	19	29	28	40	22	43	42	783
Tuesday	51	38	34	44	39	12	16	44	57	57	69	69	68	64	52	56	38	18	25	46	30	23	39	35	1033
Wednesday	46	39	30	39	37	8	24	36	52	41	48	41	31	28	31	40	38	13	20	26	20	33	40	41	802
Thursday	46	38	40	30	14	4	7	27	41	46	40	24	31	22	25	21	15	13	34	47	33	31	61	43	733
Friday	28	38	31	31	25	4	11	22	38	20	34	25	29	21	19	22	16	2	26	34	34	28	46	34	614
Saturday	33	35	21	28	16	5	3	17	23	23	26	18	12	16	14	17	5	5	18	33	55	52	41	31	547
Sunday	26	22	16	27	22	8	16	29	18	24	33	31	33	22	29	28	18	15	38	30	41	25	37	45	633
Total	289	255	207	241	193	51	95	209	268	257	285	241	234	200	198	202	156	85	190	244	253	214	307	271	5145

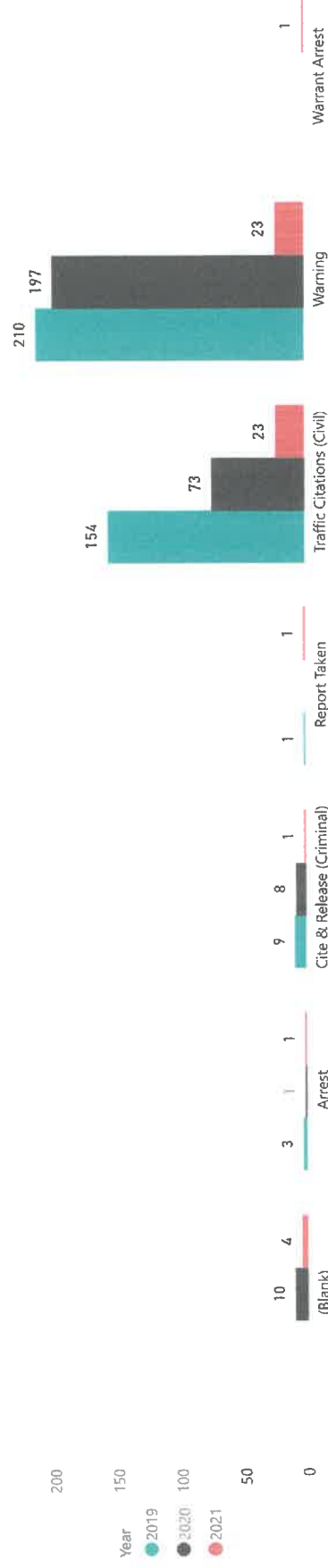
TRAFFIC

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

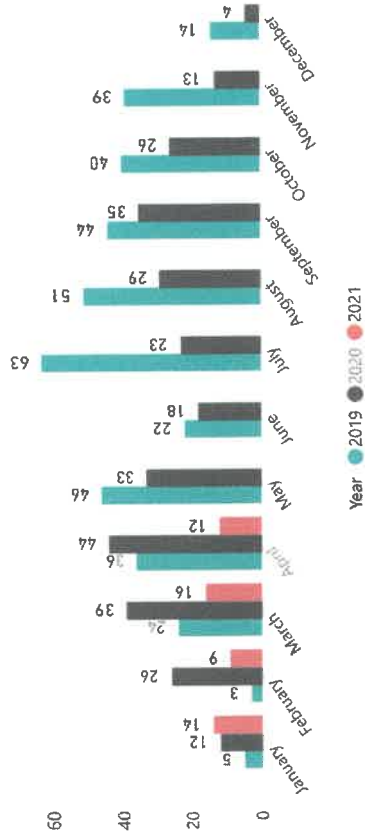
DESCRIPTION	2019	2020	2021
CIVIL CITATION - NO IR	145	67	23
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED	7	6	
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	2	2	
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED	6	6	
DETAIL COMPLETED AS ASSISTING UNIT	39	64	17
DETAIL COMPLETED AS PRIMARY UNIT	4	3	
DETAIL COMPLETED VIA PHONE	1	1	
INCIDENTAL CONTACT	4	1	
NON TRAFFIC CONTACT FORM COMPLETED-NO IR		19	
OFFENSE REPORT NO ARREST - NON TRAFFIC	4	3	1
OFFENSE REPORT SUPPLEMENT	3	1	1
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC	1	1	1
OFFENSE REPORT WITH CITE & RELEASE - NON TRAFFIC	1	1	
POLICE SERVICE REPORT	1		
SUPERVISOR DUTIES	7	4	1
TOW TRUCK REQUEST OR CIVIL CITATION WITH VEHICLE TOW/IMPOUND	2		
UNABLE TO LOCATE / UNABLE TO CONTACT FOR SERVICE	4		1
WARNING ISSUED	210	197	23
WARRANT ARREST - IR GENERATED (NO NEW CHARGES FILED)	1		
Total	440	374	71

Disposition Categories by Year



TRAFFIC

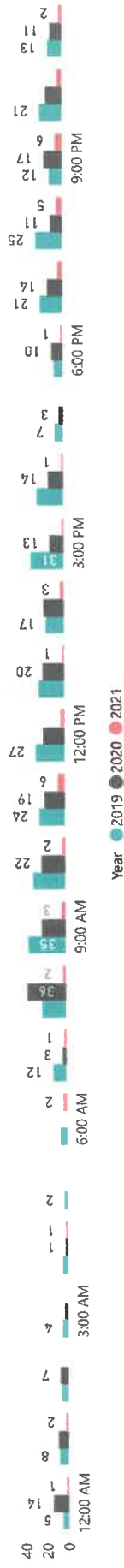
Traffic by Month



Traffic by Day of Week



Traffic by Hour



Traffic by Year and Hour of the Day

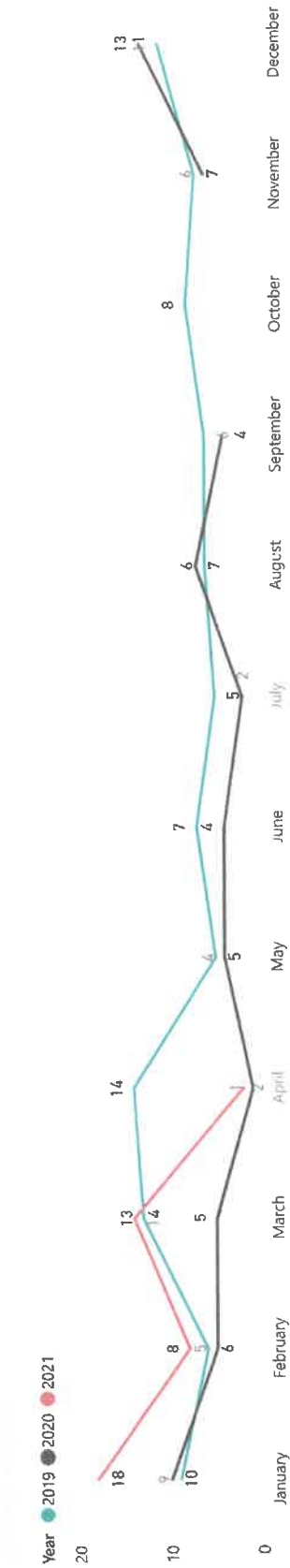
Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2019	5	8	5	4	4	2	5	12	22	35	30	24	27	24	17	31	25	7	8	21	25	12	21	13	387
2020	14	9	7	2	1	1	2	3	36	22	22	19	20	20	19	13	14	3	10	14	11	17	15	11	302
2021	1	2	1	1	1	2	2	1	2	3	2	6	3	3	1	1	1	1	1	4	5	6	4	2	51
Total	20	19	12	6	6	2	7	16	60	60	54	49	50	45	39	45	40	10	19	39	41	35	40	26	740

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			1	1				2	4	8	5	3	5	2	3	1		2	2	3	5		1	3	1	52
Tuesday	1			2	1		1	1	4	15	23	18	18	20	11	19	16		2		2	4	1	2	1	183
Wednesday	2	3					3	3	20	17	14	13	12	13	11	13	17		3	3	4	1	4	2	1	159
Thursday	5	2	3		1	1		1	3	10	7	5	8	11	3	7	2	3	3	3	7	3	2	12	5	107
Friday	3	6	3	1	1	2	2	2	7	3	4	5	3	5	8	2	3		3	3	5	10	5	5	7	93
Saturday	1	5	3		2		2	4	3	2	1	1	1	1	3	3			4	16	22	21	15	9	117	
Sunday	8	3	2	2	1	1		1	1	1	1	1	1	1	1	1			3		1	1	1	2	29	
Total	20	19	12	6	6	2	7	16	60	60	54	49	50	45	39	45	40	10	19	39	41	35	40	26	740	

Priority	January	February	March	April	Total
1.00	8	6	8	6	28
2.00	96	69	75	88	328
3.00	333	331	313	359	1336
Total	437	406	396	453	1692

Youngtown Burglaries



ESZCity	January	February	March	April	Total
Youngtown	18	8	14	2	42
Total	18	8	14	2	42

ESZCity	January	February	March	April	May	June	July	August	September	November	December	Total
Youngtown	10	5	5	1	4	4	2	7	4	6	13	61
Total	10	5	5	1	4	4	2	7	4	6	13	61

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	9	6	13	14	5	7	5	6	6	8	7	11	97
Total	9	6	13	14	5	7	5	6	6	8	7	11	97

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



TOWN COUNCIL ACTION FORM

SUBJECT: Proposed agreement with Greater Phoenix Economic Council (GPEC) for the period beginning July 1, 2021 and ending June 30, 2022

STAFF PRESENTER:

Gregory Arrington, Community Development Manager

Brad Smidt, Senior Vice President of Business Development, GPEC

RECOMMENDATION:

Approval of the agreement with GPEC for the fiscal year 2021-2022

COMMUNITY BENEFIT:

The mission of GPEC is to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix.

DISCUSSION:

Brad Smidt, Senior Vice President of Business Development, will be presenting a brief presentation for Council.

Established in 1989, the Greater Phoenix Economic Council (GPEC) actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As the regional economic development organization, GPEC works with 22-member communities, Maricopa County and more than 160 private investors to accomplish its mission, and serve as a strategic partner to companies across the world as they expand or relocate. Consistently ranked as a top national economic development organization, GPEC's approach to connectivity extends beyond the fabric of the community. Known as The Connected Place, Greater Phoenix is in a relentless pursuit of innovative and entrepreneurial technology-focused companies that are committed to changing the game. As a result, over the past 30 years GPEC has fueled the regional economy by helping more than 800 companies, creating more than 130,000 jobs and \$14.8 billion in capital investment.

Each year, the Town is asked to consider continued participation in GPEC, with an associated cost for services based on the population estimate for the current year.

FISCAL IMPACT:

The 2021 Office of Economic Opportunity population estimate for the Town is 6,615 with a per capita cost of approximately \$.4897.00, determines a fee of **\$3,239.00** for fiscal year 2021-2022.

REVIEWED BY:

Per Email

Trish Stuhan, Town Attorney

PREPARED BY:

Per Email

Gregory Arrington, Community Development
Manager



Jeanne Blackman, Town Manager

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE TOWN OF YOUNGTOWN
Town Contract No. _____**

The Town Council of the TOWN OF YOUNGTOWN, a municipal corporation (the “Town”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the Town agrees to provide, the respective roles of GPEC and the Town and the payments of the Town to GPEC for the fiscal year July 1, 2021 - June 30, 2022 (“FY2022”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the TOWN and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the Town, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The Town shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the Town acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC

shall solicit the input of the Town on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the Town's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the Town discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the Town no later December 31, 2021.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the Town of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement, in which case the failure will constitute an event of default for which the Town may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE TOWN

- A. STAFF SUPPORT OF GPEC EFFORTS:** The Town shall provide staff support to GPEC's economic development efforts as follows:
1. The Town shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the Town desires to compete and if the lead is appropriate for the Town. When available, the Town agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The Town shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the Town;
 3. The Town shall provide an official economic development representative to represent the Town on the EDDT, which advises GPEC's President and CEO;
 4. The Town shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
 5. The Town shall use its best efforts to respond to special requests by GPEC for particularized information about the Town within three business days after the receipt of such request;
 6. In order to enable GPEC to be more sensitive to the Town's requirements, the Town shall, at its sole option, deliver to GPEC copies of any Town approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
 7. The Town shall utilize its best good faith efforts to cause an economic development professional representing the Town to attend all marketing events and other functions to which the Town has committed itself;

8. The Town agrees to work with GPEC to improve the Town's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the Town in **Exhibit C** ("Targeted Industries");

- B. RECOGNITION OF GPEC:** The Town agrees to recognize GPEC as the Town's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

- A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the Town shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to Town economic development staff for business location prospects identified and qualified by the Town and assist the Town with presentations to the prospect in the Town or their corporate location.

- B. COMPENSATION:**

1. The Town agrees to pay **\$3,239** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2022, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita, based upon the 2020 Office of Economic Opportunity population estimate, which listed the Town as having a population of **6,615**. The payment by the Town may, upon the mutual and discretionary approval of the board of directors of GPEC and the Town Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Town Council pursuant to the required budget process of the Town;
3. Nothing herein shall preclude the Town from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the Town and GPEC; and
4. GPEC shall submit an invoice for payment on an annual basis. The foregoing notwithstanding, if GPEC has not provided the Town with the audit required pursuant to paragraph I.E. above no later than December 31, 2021, no payments shall be made hereunder until the Town receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

- C. COOPERATION:**

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the Town and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2022. The Town and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The Town agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2023 contract.

3. The Town agrees to work with GPEC during FY2022 to develop a revised public sector funding plan, including a regional allocation formula for FY2023, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the Town shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the Town Code of the Town of Youngtown which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the Town, and directs that any such obligation be offset against payment due to GPEC.
- C. **ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the Town and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of Town. Town shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of Town in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
- E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the Town and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by Town, brought, made, filed against, imposed upon or sustained by the Town, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The Town acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES.** The Town may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the Town with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the Town makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the Town shall be entitled to pursue all legal and equitable remedies against GPEC available to the Town. Activities by an officer or employee of the Town while engaged in official business with GPEC, including travel, shall not be deemed a gratuity.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. 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. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
 3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
 4. Upon request by the Town, GPEC shall provide Town with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the Town or in such other format as the Town shall prescribe.
- I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the American with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit Town inspection of its records to verify such compliance.
1. GPEC warrants to the Town that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC is a material breach of this Agreement subject to penalties up to and including termination of this Agreement. The Town retains the legal right to inspect the papers of any employee of GPEC to ensure compliance with this warranty.
 2. The Town will not consider GPEC in material breach of the foregoing warranty if GPEC establishes that it has complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

3. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

- J. TERMINATION.** Town shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the Town; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the Town may approve in writing. The foregoing notwithstanding, in the event that the Town decides, for whatever reason, to disassociate itself with GPEC, or in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the Town may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. TOWN REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by Town personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to Town: Gregory Arrington
Community Development Manager
Town of Youngtown
12030 Clubhouse Square
Youngtown, Arizona 85363
Phone: (623) 933-8286

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(602) 256-7700
FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the Town pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the Town will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the Town or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the Town, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the Town or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED TO BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure

under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The Town must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The Town may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including eight (8) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Town or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2021.

TOWN OF YOUNGTOWN, a municipal corporation

By: _____
Honorable Michael LeVault
Its: Mayor

ATTEST:

By: _____
Its: Nicole Smart, Town Clerk

APPROVED AS TO FORM:

By: _____

Its: Trish Stuhan, Town Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____

Chris Camacho
President & Chief Executive Officer



TOWN COUNCIL ACTION FORM

SUBJECT: Designation of Jeanne Blackman as the Chief Fiscal Officer for the Town in accordance with A.R.S. 41-1279-07 (E)

STAFF PRESENTER:
Jeanne Blackman, Town Manager

RECOMMENDATION: Staff recommends appointment of Jeanne Blackman as Chief Fiscal Officer for the Town.

COMMUNITY BENEFIT: This item is a housekeeping item.

DISCUSSION: A.R.S. 41-1279-07 (E) requires that each governing board (Town Council) provide the Auditor General the name of the Chief Fiscal Officer by July 31st of each year. The appointment of the Town Manager as the Chief Fiscal Officer would meet the requirements and place the Town in compliance with the above stated statute.

Proposed motion is as follows: *"I move to appoint Jeanne Blackman as Chief Fiscal Officer for the Town of Youngtown in accordance with Arizona Revised Statutes 41-1279-.07 (E) and provide this information to the Auditor General."*

FISCAL IMPACT: None at this time.

REVIEWED BY:

PREPARED BY:

Trish Stuhan (per email)

Trish Stuhan, Town Attorney

Nicole Smart

Nicole Smart, Town Clerk

Jeanne Blackman

Jeanne Blackman, Town Manager

RESOLUTION NO. 2021-04

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, DESIGNATING JEANNE BLACKMAN AS THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2020-2021 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. § 41-1279.07(E) requires each county, city, town, and community college district ("Entities") to annually provide to the Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the Arizona Auditor General requires Entities to submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

WHEREAS, the Mayor and Common Council desires to designate Jeanne Blackman the Town's Chief Fiscal Officer for Fiscal Year 2021-2022.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Jeanne Blackman is hereby designated as the Town's Chief Fiscal Officer for purposes of officially submitting the fiscal year 2021-2022 AELR to the Arizona Auditor General's Office on the Town of Youngtown's behalf.

SECTION 3. The Mayor, the Town Manager, the Town Clerk and the Town Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Common Council of the Town of Youngtown, Arizona this 20th day of May, 2021.

Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman, PLC

I hereby certify the above foregoing Resolution No. 2021-04 was duly passed by the Council of the Town of Youngtown, Arizona, at a meeting held on May 20, 2021, and that a quorum was present thereat and that the vote thereon was ____ ayes and ____ nays and ____ abstentions. ____ Council members were absent or excused.

Nicole Smart, Town Clerk

9.H

**PLACE HOLDER FOR TOWN
MANAGER'S RENEWAL
CONTRACT**

TOWN OF YOUNGTOWN, ARIZONA
PROFESSIONAL SERVICES CONTRACT FOR PROSECUTION SERVICES

THIS CONTRACT FOR LEGAL SERVICES (this "Contract") is made and entered into as of May 20, 2021, between the Town of Youngtown, an Arizona municipal corporation (the "Town") and Pinnacle Law, PLLC (the "Law Firm").

RECITALS

A. The Town has determined it to be in its best interest to contract with attorneys not in its employ who, by experience and training, are qualified to assist the Town in connection with prosecution of criminal and code enforcement cases in the Youngtown Magistrate Court.

B. The Town has satisfied itself as to the qualifications of the Law Firm to assist the Town in connection with prosecution of criminal and code enforcement cases in the Youngtown Magistrate Court.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into and are deemed an integral part of this Agreement, the mutual covenants set forth below and other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged by the parties hereto, the Town and the Law Firm hereby agree as follows:

1. Scope of Service and Representation. The Law Firm agrees to perform all necessary legal services of the Town Prosecutor's Office within the laws of the State of Arizona and the Rules of Professional Conduct including, but not limited to, the following:

1.1 Prepare and appear for arraignments, arrange and conduct pre-trial conferences with defendants and/or attorneys, and try jury and non-jury trials.

1.2 Review the file on each case including police reports, previous convictions and motions from defense attorneys.

1.3 Prepare any necessary correspondence related to each case, including notice to victim(s), as required by law.

1.4 Appear in the Youngtown Magistrate Court to prosecute those who have violated state law or Town ordinances; make recommendations for conditions of release and sentencing.

1.5 Advise the Town's law enforcement department on gathering and presentation of evidence, filing of charges and other legal matters related to criminal cases; interview police officers, inspectors and others presenting evidence for the Town.

1.6 Perform legal research to support the Town's position(s) in hearings and trials as well as in response to defense motions.

2. Advice. The Law Firm shall provide the Town with timely advice of all significant developments arising during performance of services hereunder, orally or in writing, as Law Firm considers appropriate. Upon request of the Town Manager, the Law Firm shall provide copies of all pleadings and other documents prepared by the Law Firm.

3. Compensation. The Town agrees to pay the Law Firm for services rendered hereunder as follows: Upon approval of this Contract by the Town Council the flat amount of \$2,500.00 shall be paid in advance on the first day of each month from June 1, 2021 through May 31, 2022. If a notice of termination has been given pursuant to Section 15 below, the monthly amount payable shall be prorated according to the actual number of days during which the Law Firm will be providing services.

4. Term. This Contract shall be effective upon approval of this Contract by the Town Council or as of June 1, 2021, whichever occurs sooner, and shall continue through May 31, 2022, unless sooner terminated as set forth in Section 15 below. The Town Manager may approve one-year renewals of this Contract upon the same terms and conditions upon mutual agreement of the Town Manager and Law Firm.

5. Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (i) delivered to the party at the address set forth below, (ii) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (iii) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Town: Town of Youngtown
 12030 North Clubhouse Square
 Youngtown, Arizona 85363
 Attn: Town Manager

With copy to: Pierce Coleman PLLC
 7730 East Greenway Road, Suite 105
 Scottsdale, Arizona 85260
 Attn: Trish Stuhan, Town Attorney

If to Law Firm: Pinnacle Law, PLLC
 P.O. Box 25666
 20715 North Pima Road, Suite 108
 Scottsdale, Arizona 85255
 Attn: John M. Rhude

6. Conflict Issues. The Law Firm warrants and covenants that Law Firm presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Contract a violation of any applicable state, local, or federal law. In the event any conflict of interest should arise, the Law Firm shall promptly notify the Town of the existence of such conflict of interest so the Town may determine whether to terminate this Contract. Conflict issues arising are governed by the Arizona Rules of Professional Conduct. The Law Firm should also refer to the Arizona Legal Ethics Handbook published by the State Bar of Arizona. Otherwise, the Law Firm shall be free to dispose of such

portion of its entire time, energy and skill as are not required to be devoted to Town in such manner as it sees fit, and to such persons, firms or corporations as it deems advisable so long as no conflict of interest exists.

7. Maintenance of Records. In compliance with Town procedure, all work performed in connection with this Contract shall be subject to audit. The Law Firm shall maintain all books, documents, papers, and accounting records pertaining to the Contract and not related to particular prosecution case files and shall make such materials available at their offices at all reasonable times during the Contract period and for at least three years from the date of final payment for inspection by Town or any authorized representatives of Town, and copies thereof shall be furnished, if requested, at Town's expense. The Law Firm shall store and maintain all closed case files and shall make them available to the Town upon request. The destruction of such files shall be in accordance with applicable law and Arizona Attorney General Opinion 98-07.

8. Indemnification. To the fullest extent permitted by law, the Law Firm shall defend, indemnify and hold harmless Town, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses relating to, arising out of, or resulting from the Law Firm's wrongful acts, errors, mistakes, or omissions relating to the Law Firm's services in the performance of this Contract. The Law Firm's duty to defend, hold harmless, and indemnify Town, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) caused by the Law Firm's wrongful acts, errors, mistakes or omissions, work or services in the performance of this Contract. The amount and type of insurance coverage requirements set forth below will, in no way, be construed as limiting the scope of the indemnity of this paragraph.

9. Independent Contractor Status. The services the Law Firm provides under the terms of this Contract to Town are that of an independent contractor, not an employee. Town will report the value paid for these services each year to the Internal Revenue Service (IRS) using Form 1099. Withholding of income tax is not deducted from contractual payments.

10. Non-Assignment. Services covered by this Contract shall not be assigned in whole or in part without the prior written consent of the Town.

11. Choice of Law. This Contract shall be governed and interpreted according to the laws of the State of Arizona.

12. Entire Agreement. This Contract constitutes the entire understanding of the parties, and no representations or agreements, oral or written, made prior to its execution shall vary or modify the terms herein.

13. Amendments. Any amendment, modification or variation from the terms of this Contract shall be in writing and shall be effective only after approval of all parties signing the original Contract.

14. Severability. Should any part of this Contract be declared in a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder

of this Contract, which shall continue in full force and effect, provided that the remainder of this Contract, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

15. Termination. Either party may terminate this Contract without cause upon giving 30 days' written notice to the other party.

16. Cancellation. Pursuant to ARIZ. REV. STAT. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this contract on behalf of Town's departments or agencies is, at any time while the contract or any extension of this Contract is in effect, an employee of any other party of the contract in any capacity, or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

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

"Town"

TOWN OF YOUNGTOWN,
an Arizona municipal corporation

Jeanne Blackman, Town Manager

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney
Pierce Coleman PLLC

"Law Firm"

PINNACLE LAW, PLLC,
an Arizona professional limited
liability company

John M. Rhude