



**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 19, 2022 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 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 Council during public comment portions of the agenda. Chat is not available. You may also submit a public comment form to Town Clerk Nicole Smart, nsmart@youngtownaz.org, at least one hour before the meeting to submit a written comment. All comments must be submitted in writing before the meeting or verbally made during the meeting by either coming up to the podium to speak or unmuting your phone when recognized.

DATE: May 19, 2022
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: 851 1276 8902
Password: 509118
Link to the zoom meeting:
<https://us02web.zoom.us/j/85112768902?pwd=VnpVYytGVUdwMHVCaVSSkpMY25UUT09>

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 following items:

- Approval of the Regular Council Meeting Minutes from May 5, 2022.
- Approval of an agreement with the Affinium Security Protections, LLC for the period of August 19, 2022 and ending August 19, 2023 in an amount not to exceed \$250,000 for security services.
- Approval of an agreement between Municipal Court Judge Anderson and the Town of Youngtown for magistrate services in the amount of \$1,700 per month for the period of July 1, 2022 and ending June 30, 2023.

9. Business

- A. Presentation, Discussion, and/or Action Re:** Preliminary Expenditure Projections for FY 2022-2023 and 2023-2027 (5) five-year forecast (Malia)
- B. Presentation and Discussion Re:** Presentation of the proposed budget documentation for FY 2023 North Youngtown Street Light Improvement District (NYT SLID). (Blackman)
- C. Presentation and Discussion Re:** Presentation of the proposed budget documentation for FY 2023 Agua Fria Ranch Street Light Improvement District (AFR SLID) (Blackman)
- D. 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)
- E. 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 (Captain Stutsman)

- F. Presentation, Discussion and/or Action Re:** Agreement between the Town of Youngtown and Town Prosecutor John Rhude from Pinnacle Law in the amount of \$2,750.00 a month. (Blackman)
- G. Presentation, Discussion and/or Action Re:** El Sol Energy Storage, LLC application for an extension of time pursuant to Town Code Section 17.56.060 for its Special Use Permit (Case No. Z19-06) to grant an extension of time for construction and allow applicant to build each project phase within forty-eight (48) months from the date of the issuance of a building permit (Arrington)
- H. Public Hearing, Discussion and/or Action Re:** Liquor License Application of Father Sarducci's Pizza Pasta & More a restaurant establishment (Smart)
- i. Public Hearing
 - ii. Governing Body Recommendation to Arizona Department of Liquor
- I. Presentation, Discussion and/or Action Re:** Proposed amendment to the Transit Services Agreement with the Regional Public Transportation Authority for the period beginning July 1, 2022 and ending June 30, 2023 in the amount of \$114,642 (Blackman)
- J. 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:
Next Regular Council Meeting will be Thursday, June 2, 2022 at 5:30 p.m.

Adjournment

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

POSTING CERTIFICATION OF THIS NOTICE

The undersigned hereby certified that a copy of the attached notice and agenda were duly posted by 5:00 p.m. on **May 13, 2022** 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 19, 2022

STAFF REPORT TO COUNCIL

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

- Working with the League of Women Voters and the Surprise Chamber of Commerce on two candidate forums
- Participated in the MAG (Maricopa Association of Governments) monthly Managers' meeting.
- Worked with Department Managers and Youngtown Finance Office on final review for Council presentation on budget expenditures
- Continue working on finalizing all contracts for the budget process.



STAFF REPORT TO COUNCIL

DEPARTMENT: LIBRARY	DEPARTMENT REPORT SUBMITTED BY: MARY VASS
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We will be returning to in-person Story Time this month on Wednesdays at 11:00 am.

The Maricopa County Library District is returning to in-person programming this summer: Wild Man Phil's Live Animal Show is scheduled for June 15 at 11:00 a.m. The Family Outdoor game and Story Time dates to be determined. The Oceans of Possibilities Summer Reading Program early registration starts May 1st. The program begins June 1.

Starting June 1, we will be offering Chrome Book and Hotspot check-outs for community members who do not have computers and/or internet in their home. The CARES ACT Grant made this possible with the hard work of Cathy Grow, our Library Tech.

In July, we will have our annual ice cream social for National Ice Cream Month. Look for more details soon.

We are also working on developing a Youngtown Historical Society and looking for members to honor and preserve our past.

Craft Club is 5:00 – 7:00 pm on Monday nights.

Services we offer:

- *FREE WI-FI: Mon-Thur from 10:00 AM – 4:00 PM*
- *FREE Faxes*
- *FREE Tax Forms*
- *FREE Legal Forms*
- *E-books*
- *Copies \$.15 each*



STAFF REPORT TO COUNCIL

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

- PW Tech and Manager completed right of way weed spray continuing education units.
- Preparing for ADEQ storm water management audit.
- Agua Fria River tree project near completion.
- Sidewalk trip hazards repaired: Agua Fria Ranch Parkway.
- Code Enforcement truck window replaced.
- Generator(s) repairs and preventive maintenance performed.
- All buildings: HVAC systems inspected; filters changed.
- Park irrigation systems: Adjusted for summer.
- Greer and Caliche parks: Tree trunks painted.
- Dog Park re-sod: Contractor is "in the queue" for shipment of sod. Will notify the dog park when the sod will be installed.
- General Plan reviewed.
- Code Enforcement and Public Works: new toilets installed.
- Library front door lock repaired/upgraded.
- Code and PW storm water training conducted.
- Town Engineer attended meeting with Flood Control concerning progress up-date. They have received funding to complete the hydrology and hydraulics work for the extended study area regarding the post office flooding. More to follow in the near future.



STAFF REPORT TO COUNCIL

DEPARTMENT: Community Development

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

Greater Phoenix Economic Corporation

- Broadband Taskforce Meeting

Arizona Association of Economic Development

- Government Affairs Committee

Greater Phoenix Economic Corporation

- Economic Directors Monthly Meeting

Maricopa Association of Governments

- Building Codes Committee

Code Enforcement League of Arizona

- Monthly Board Meeting



STAFF REPORT TO COUNCIL

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

- The monthly Business License Report is attached for your review.
- Publication of the auction of Town Vehicles has been posted, and the auction date is June 16, 2022.
- Organized the supply inventory room.
- Waiting on the approval to be a passport agent.
- Working on the G.A.I.N and Winter Miracle Event.
- Updating Standard Operating Procedures manual for Town Hall.
- Working for the Town of Youngtown to provide the ability to make payments using credit cards at Town Hall and through Citizenserve for better customer service.
- 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 2022 Business License Report

New Business Licenses

- Transient 6
- Commercial 3
- Home Based 1

Renewals Business License

- Transient
- Commercial 1
- Home Based

New Business Licenses		Renewals Business License	
Transient	\$420.00	Transient	
Commercial	\$300.00	Commercial	\$100.00
Home Based	\$70.00	Home Based	
TOTALS	\$790.00	TOTALS	\$100.00

Total Revenue for April 2022 = \$890.00

There were three new Commercial Businesses for the Month of April.

Project Elite Inc

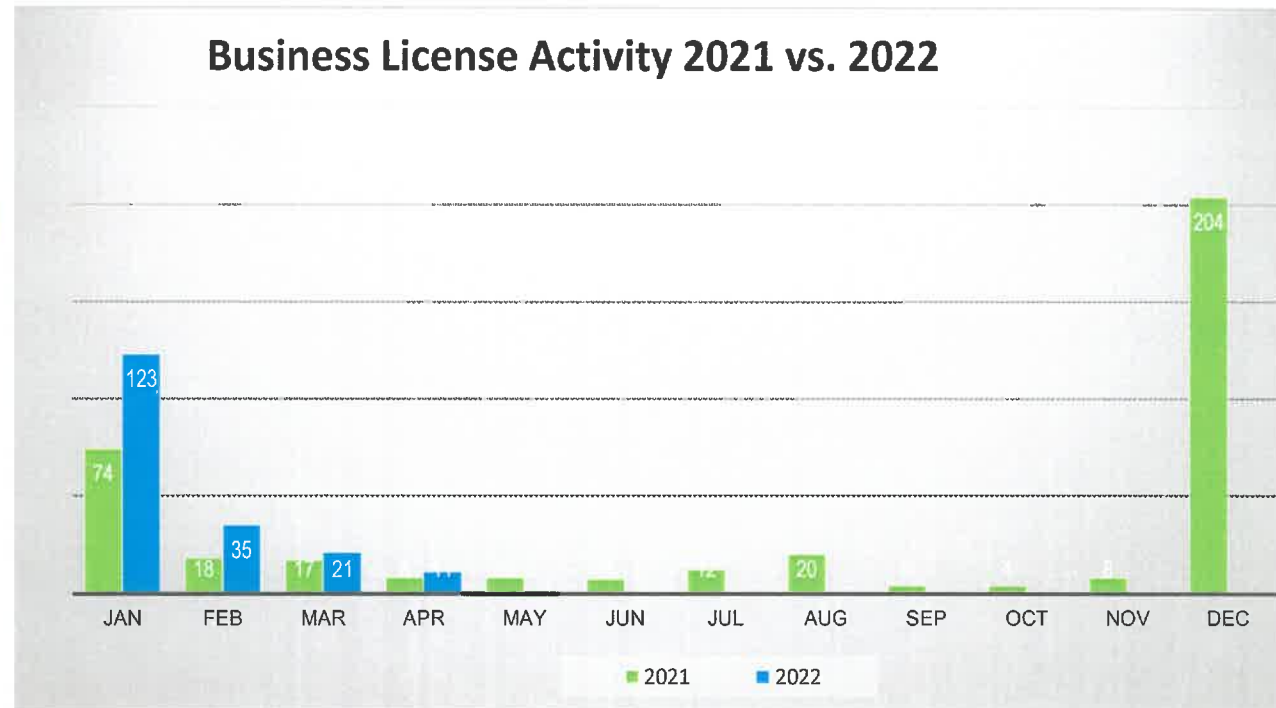
Winson's Enterprise LLC

Atomic Estates Sales

There was one new Home Based Business for the Month of April.

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

	2021	2022
Jan	74	123
Feb	18	35
Mar	17	21
Apr	8	11
May	8	
Jun	7	
Jul	12	
Aug	20	
Sep	4	
Oct	4	
Nov	8	
Dec	204	
Total	384	





STAFF REPORT TO COUNCIL

DEPARTMENT: Youngtown Municipal Court

DEPARTMENT REPORT SUBMITTED BY:
Court Administrator – Angelica Burris

REPORT:

No formal presentation will be given on the following items:

Citation Activity for April 2022:

Citations filed by MCSO: 17

Citations Filed by Code: 1

Long Forms Filed by Prosecutor: 0
(IPMC's for Code Enforcement)

Court Activity for April 2022:

17 walk-ins and arraignments

2 Order to Show Cause Hearings

18 warrants issued for criminal failure to pay/failure to appear

2 plea agreements entered

13 In-Custody

1 continuance filed by the prosecutor

1 diversion/deferred prosecutions entered

0 case transferred

0 vacated case

The Youngtown Municipal Court daily operations include:

Handling general inquiries, 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 OF THE
COMMON COUNCIL OF YOUNGTOWN, AZ
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS
THURSDAY, MAY 5, 2022 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, Councilmembers Margaret Chittenden, Mike Francis, and Karen Haney Duncan. Councilmembers Susan Hout and June Miller called in telephonically.

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

Staff present: Town Manager Jeanne Blackman, Town Clerk Nicole Smart, and Town Attorney Trish Stuhan.

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

Summary of Current Events:

Mayor LeVault mentioned he attended the Greater Phoenix Economic Council meeting, and there is a lot of growth happening in the West Valley. There are new subdivisions, apartment buildings, and new businesses opening in the West Valley. Here in Youngtown, we have a couple of subdivisions in the pipeline. However, they're both behind schedule due to supply chain issues. Also, people and businesses in California are looking to relocate to Arizona. They discussed the ongoing growth we are foreseeing and it will continue in the near future.

Councilmember Chittenden mentioned AARP Chapter 1, is having their dinner at 5:30 p.m. here in the Council Chambers on Friday. However, this will be a meet and greet as we they do not have a speaker at this time.

Vice Mayor Vickers mentioned the Community Garden is continuing their potlucks at six o'clock on Saturdays, and everyone is welcome.

4. **Summary of Current Events from Town Manager**

Town Manager Blackman coordinated the open enrollment meeting with staff and the Arizona Metropolitan Trust for our benefits package and presentation to participants.

Town Manager Blackman continues working on the budget

Town Manager Blackman stated two new staff members have joined our team – Denise Sandoval in the Court and Mary Beth Vass is our new Library Manager.

Town Manager Blackman mentioned Denise Vass is the new Library Manager and she will be starting on Monday.

Town Manager Blackman mentioned we have a new court employee Denise Sandoval.

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

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

Youngtown resident Mr. Fisher stated he lives on 113th Avenue, and the issue is the parking on both sides of the street, and people speed on 113th Avenue. They should have speed bumps installed, and parking on one side of the street not both.

Mr. Fisher stated the other issue is the bathroom not being open on time at Maricopa Lake. The restroom should be open from Monday to Sunday from 6:00 a.m. to 6:00 p.m.

Mayor LeVault stated he and the Town Manager Blackman will call him on both issues to discuss the matter.

Youngtown resident Jim Stark stated the Neighborhood Watch is growing. They have started training groups, and they are doing awesome.

Consent

Approval of Minutes:

Approval of the Regular Council Meeting Minutes from April 21, 2022.

Motion to approve the Consent Minutes – Councilmember Chittenden

Second – Councilmember Haney Duncan

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout and Councilmember Miller telephonic voice votes were noted as a yes.

7. Business

A. Presentation, Discussion, and/or Action Re: Revenue projections for Fiscal Year 2022-2023 and discussion of financial status.

Penny Malia reviewed the remaining fiscal year 2022, and fiscal year 2022-2023 revenue projections with Council. Discussion followed regarding the budget.

Penny Malia explained the local sales tax for fiscal year 2021 - 2023. The estimated local sales tax for fiscal year 2022 was \$2,487,575 million and why we based our fiscal year 2023 budget at \$2,512,450 million. For the fiscal year 2021 actuals were \$2,148,325 million.

The franchise taxes, for fiscal year 2021 was budgeted at \$215,000, and the actual was \$218,000, and for fiscal year 2022 the budget was \$203,000. The estimated fiscal year 2022 is \$213,000 and for fiscal year 2023 we are projecting the taxes to be \$215,000.

State shared revenues for fiscal year 2021-2023, the Town sales tax for fiscal year 2021 was budgeted at \$770,143, and the actuals were \$813,705. For fiscal year 2022 it was budgeted at \$805,352, and for fiscal year 2022 it was estimated at \$969,184, and for fiscal year 2023 the proposed state sales tax is \$1,009,960.

For the State income tax that was budgeted for fiscal year 2021 was \$992,867, and the actuals were \$980,247, for fiscal year 2022 it was budgeted for \$894,895, and it was estimated at \$920,388, and the income tax for fiscal year 2023 budget is \$1,361,869.

The auto license tax for fiscal year 2021 was budgeted for \$319,188 and the actuals were \$325,695. For fiscal year 2022 it was budgeted for \$318,078 and it was estimated for \$308,985. For fiscal year 2023 the league estimate was budgeted for \$334,089.

For business licenses for fiscal year 2021 was budgeted for \$50,000, and the actual was \$38,950. For fiscal year 2022 it was budgeted for \$37,500 and it was estimated or \$37,500. For fiscal year 2023 the proposed budget is \$37,875.

For building permits for fiscal year 2021 was budgeted for \$50,000, and the actuals were \$124,873. For fiscal year 2022 it was budgeted for \$75,000 and it was estimated for \$178,400. For fiscal year 2023 the proposed budget is \$667,000 due to large projects happening in the Town.

The library revenues for fiscal year 2021 was budgeted for \$1,544, and the actuals were \$55. For fiscal year 2022 it was budgeted for \$1,500 and it was estimated for \$400. For fiscal year 2023 the proposed budget is \$404.

The interest for fiscal year 2021 was budgeted for \$60,000, and the actuals were \$3,876. For fiscal year 2022 it was budgeted for \$7,000 and it was estimated for \$2,213. For fiscal year 2023 the proposed budget is \$2,235.

The Town received \$1,145,385 from the American Relief Fund in fiscal year 2022. This fund can't be used to reduces taxes, or pay down unfunded liability for PSPRS. The projected American Relief Fund to be received in fiscal year 2023 is \$1,145,385.

The budgeted general fund revenues for fiscal year 2022 is \$4,540,107. The estimated general fund revenues for fiscal year 2022 \$5,242,797, with the over realized revenues by \$702,690. This was a primarily result of local sales and state sales tax performed better than anticipated even above COVID projections.

The special revenue funds are revenues collected for specific purpose and are restricted in their use, just like the Highway User Revenue Fund. The budgeted Highway User Revenue for fiscal year 2021 for \$482,000, and the actuals were \$475,000. For fiscal year

2022 it was budgeted for \$456,000 and it was estimated for \$500,000. For fiscal year 2023 the proposed budget is \$560,000.

The HURF Revenues for fiscal year 2021 was budgeted for \$481,945, and the actuals were \$474,745. For fiscal year 2022 it was budgeted at \$456,279 and estimated at \$500,133. For fiscal yar 2023 the proposed budget is \$559,717.

The next steps are the Expenditure Projections on May 19, 2022, Tentative Budget Adoption on June 2, 2022, and the Final Budget Adoption on June 16, 2022.

Discussion followed in regards to business licenses and permits processed during the year and future forecasting on incoming permit fees.

B. Presentation, Discussion, and/or Action Re: CliftonLarsonAllen LLP review and acceptance of the Fiscal Year 2021 Financial Audit Findings, and update on current status of the Town.

Sandy Cronstrom from Clifton Larson Allen, LLLP was in attendance to discuss the Fiscal Year 2021 Financial Audit Findings, and current status of the Town, and answer questions from Council.

Sandy Cronstrom stated that Clifton Larson Allen issued an unmodified opinion which in layman's terms is termed a clean opinion. Sandy Cronstrom noticed that the general fund balance increased about 1.5 million in fiscal year 2021. The internal control communication, had no findings or recommendations, and last year they ended up doing a single audit, because the town had spent more than \$750,000 in federal funds for the sidewalk program. For fiscal year 2021, the Town didn't quite spend that amount, so we didn't meet the thresholds for the single audit.

Sandy mentioned she is not sure in fiscal year 2022, if the Town has spent any of the ARPA money or not. So that's probably going to be an ongoing thing, whether we have a single audit or not. For the highway user revenue fund, as part of their audit, they test for compliance of the transactions that are charged to that fund that's restricted for street expenditures, they test a sample of payroll items and accounts payable items that are charged to that fund, and we had no exceptions related to that. For the expenditure limitation report, the town had a limit of just over \$11 million. The expenditures subject to that limitation were about 3.8 million. So, we were well within that limitation for last year.

Sandy Cronstrom thanked Town Manager Blackman, Penny Malia, Pat Walker and all of the town staff for their awesome cooperation in getting this audit done again this year.

Mayor LeVault mentioned staff and council have worked hard to make sure the town has a clean audit every year.

Approval of the CliftonLarsonAllen LLP review and acceptance of the Fiscal Year 2021 Financial Audit Findings, and update on current status of the Town.

Vice Mayor Vickers

Second Councilmember Francis

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout and Councilmember Miller telephonic voice votes were noted as a yes.

C. Presentation, Discussion and/or Action Re: Approval of Resolution 2022-02 to designate the Town Manager as the CFO.

Town Manager Blackman was in attendance to present the Resolution 2022-02, and answer questions from Council.

Staff recommends appointment of Jeanne Blackman, Town Manager as Chief Fiscal Officer for the Town. This item is a housekeeping item. 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, Town Manager 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." There is no fiscal impact at this time.

Approval of Resolution 2022-02 to designate the Town Manager as the CFO for the Town of Youngtown.

Councilmember Miller

Second –Councilmember Haney Duncan

Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Hout and Councilmember Miller telephonic voice votes were noted as a yes.

- D. Presentation, Discussion, and/or Action Re:** Youngtown Market Place is requesting approval to use the alley-way (Town Right-of-Way) to use the drive-up window to serve customers

Town Manager Blackman was in attendance to present the Youngtown Market Place to use the drive-up window, and answer questions from Council.

Owner Catherine Kuntz stated the Youngtown Market Place has a long, memorable history with Youngtown, and was founded in 2007, and has been part of this town's growth. They purchased the Youngtown Market in January 2002 and opened in March 2002. They are asking council for their help, and requesting approval to use the town's alley for them to use the drive-up window. They stated they have a lot of people asking if they will be opening the drive-up window to use for their business.

Town Manager Blackman mentioned we are stepping into some new ground here in allowing the use of the town's alleys. However, we did do our homework here, and we are not sure if council is aware, but the previous owner installed the drive-up window without a permit, which was brought to the town attention after the fact.

We went by the Youngtown Market Place and took pictures of where the window and the pole were located and the Town Clerk did some measurements.

Town Manager Blackman stated she did speak with the Town Attorney in regards to this matter, and if Council decides to move forward with this issue, we could do a temporary agreement just to test it out. Once we assess the situation, the owners may need to relocate the window, mark the alley as a one-way access, and provide the Town with a certificate of insurance to add the Town of Youngtown as an additional insured. The applicant can apply for the Façade Improvement Program to help them with the cost of relocating the window.

Discussion followed, including supporting the business, relocation of the window, and to do a temporary agreement to see how this works out, safely entering and leaving the drive-thru, etc.

Town Attorney Stuhan stated we can recommend and give authority to the Town Manager to approve a permit for a drive-thru window for the Youngtown Marketplace upon the following conditions.

- Temporary Basis per the manager's discretion for six months.
- Certificate of Insurance naming the Town of Youngtown as an additional insured.
- Relocation of the drive-thru window
- Striping of the alley to a one-way alley.

Approval of the motion per Town Attorney Stuhan.

Councilmember Haney Duncan

Second – Councilmember Miller

Motion passed 7-0 on a roll call vote with all Councilmember voice voting (Ayes: Mayor LeVault, Vice Mayor Vickers, Haney Duncan, Chittenden and Francis. Councilmember Hout and Councilmember Miller telephonic voice vote were noted as ayes.

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

Mayor LeVault gave an update on the three-pronged approach, which includes the additional law enforcement, security assets on the street, the LPR license plate cameras, and developing neighborhood watch cells. All three of those items are rolling forward, and making a difference in the town. The town is committed to public safety, and it's at the top of the list. Unfortunately, he can't tell you that these problems are going to get better around us, but they are much improved in Youngtown because of the steps we have taken.

But these problems, the homelessness, the spike in petty crime, the drug abuse, drug addiction, are playing out literally at a national level, and certainly at a state level. And we're getting almost no help from anyone at those two levels.

Town Attorney Stuhan stated staff is always working through the Town Manager and Community Development Manager. The Town has a couple of Code Enforcement Officers and we are constantly working with them on training opportunities, review of code updates. We have worked on shortening multiple notices of violations where it's not required. There's always a tension between wanting compliance, or voluntary compliance, and providing a notice of violation to provide an opportunity to cure before court.

There are times we do a notice of violation and we can shorten the time for compliance and staff and the Town Manager have been working to shorten the timeframes. Sometimes our hands are tied by law. Title Nine, for example, with certain nuisance crimes, requires a notice of violation with a minimum of 30 days to cure and a right to appeal on that notice of violation before you can abate the violation, then you have to provide a cost estimate for the abatement, you have to provide a right to appeal the cost estimate for the abatement, before you can go do the abatement and putting a lien on the property. So, there are times when our hands are tied, and there is a lengthy code process. So, there's a balance between shortening up time for compliance through education and training of code which the town is working on.

Discussion followed including, homeless court, citations, notice violations.

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

3. **Future Agenda & Meetings**

A. Future Agenda Items

- Councilmember Chittenden would like to bring parking issues forward to discuss as a future agenda item.

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

Next Regular Council Meeting will be Thursday, May 19, 2022 at 5:30 p.m.

Adjournment

*Motion to Adjourn – Vice Mayor Vickers
Second – Councilmember Haney Duncan
Meeting Adjourned 7:11 p.m.*

Michael LeVault, Mayor

Attest:

Nicole Smart, Town Clerk

Minutes approved at the May 19, 2022 regular meeting

**TOWN OF YOUNGTOWN
AGREEMENT FOR SECURITY SERVICES
ON-CALL BASIS**

THIS Agreement for Security Services (“Agreement”) is entered into this 19th day of May 2022, by and between the Town of Youngtown, Arizona, (“Youngtown”) and Affinium Security Protection, LLC, an Arizona limited liability company, doing business as Affinium Security & Protection (“Contractor”).

RECITALS

Youngtown is in need of qualified firms and agencies to provide security services on an as-needed, on-call basis at designated times and locations in Youngtown to protect public health and safety.

Contractor provides security services including patrol and monitoring services and desires to provide such services for Youngtown upon the terms and conditions in this Agreement.

AGREEMENT

In consideration of the mutual promises made in this Agreement, Youngtown and Contractor agree as follows:

1. Contract Term. This Contract commences on August 19, 2022 and terminates on August 19, 2023.
2. Contract Price. All compensation shall be at the rates and schedules attached to this Agreement as Exhibit A. The total contract price for all services during the term of this Agreement shall not exceed \$250,000. Contractor hereby acknowledges that Youngtown does not guarantee any amount of work under this Agreement.
3. Services. Services include but are not limited to the following: patrol of Youngtown business corridors; monitoring of Youngtown’s parks and residential areas; attendance at Youngtown special events and public activities; monitoring of designated areas and locations for protection of property against injury, theft, pilferage, loss, vandalism, damage, or destruction; and observation and identification of security irregularities or discrepancies utilizing minimum physical intervention, if necessary, for specified special events or public activities, as more fully described in Exhibit A (the “Services”). Contractor’s personnel shall coordinate operations with Youngtown’s designated law enforcement provider, the Maricopa County Sheriff’s Department (“MCSO”) and assist in assessing and reporting incidents to MCSO. Services include documentation and reporting of incidents to MCSO for law enforcement response.
4. Schedule of Services. Specific Services will be authorized by Youngtown’s Representative with locations, times, and scope of services provided in writing to Contractor in a written request. A form of Authorization for Services is attached to this Agreement as Exhibit B for the convenience of the parties. Acceptance shall constitute Contractor’s agreement to provide the requested Services.

5. Invoices and Payments. Youngtown shall pay Contractor monthly, based upon work performed and completed to date, and upon submission and approval of invoices. Contractor shall submit all invoices to Youngtown's Representative within thirty (30) days from the completion of the Services. Invoices shall include the dates when the Services were performed. Payment will only be made for completion of satisfactory Services.

6. Quality. Contractor shall provide experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. All Services shall be performed in a diligent and professional manner, and only by persons holding valid licenses or certifications required to perform the Services. Services shall be performed in compliance with applicable laws and regulations. Contractor hereby warrants that all security meet State law requirements including any Arizona Department of Public Safety standards for security services. Security guards must be able to describe an incident and prepare full, complete, and accurate reports for Youngtown and MCSO.

7. Locations of Services & Accountability. Contractor shall tour locations in Youngtown where the Services are to be performed and become familiar with existing conditions prior to commencing the Services and notify Youngtown of any constraints associated with the Services. Contractor's personnel remain accountable to Youngtown during Services and shall comply with verbal or written instructions from MCSO, as applicable. Notwithstanding the foregoing, all persons performing Services under this Agreement shall, at all times, be recognized as the Contractor's employees and under the Contractor's control and supervision.

8. Representatives. Youngtown's Representative for this Agreement is Jeanne Blackman, Town Manager. The Contractor representative for this Agreement is Jose Orozco, Chief Executive Officer. All communications between the parties shall be through these representatives.

9. Business Licenses. Contractor shall obtain and pay for all business registrations, licenses, permits, governmental inspections, and governmental fees necessary and customarily required for the proper execution and completion of Services. Contractor shall pay all applicable taxes.

10. Independent Contractor. Contractor agrees it is an independent Contractor for purposes of all laws, including, but not limited to, the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, workers' compensation, and unemployment insurance laws.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to A.R.S. § 20-206, as amended, with an AM Best, Inc. rating

of A- or above with policies and forms satisfactory to Youngtown. Failure to maintain insurance as specified herein may result in termination of this Agreement at Youngtown's option.

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

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Youngtown, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.

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

E. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of Youngtown as an Additional Insured.

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

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Youngtown, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Youngtown. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting Youngtown and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide Youngtown with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. Youngtown shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to Youngtown 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFP number and title or this Agreement. A \$25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFP number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFP number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) Youngtown, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Contractor's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Youngtown, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11.2 Required Insurance Coverage.

A. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Youngtown, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Youngtown, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy

Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Contractor engages in any professional services or work adjunct or residual to performing the work under this Agreement, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of \$2,000,000 each claim and \$2,000,000 annual aggregate.

D. Workers’ Compensation Insurance. Contractor shall maintain Workers’ Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor’s employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit.

12. Indemnification. Contractor shall indemnify, defend and hold harmless Youngtown, its council, boards and commissions, officers, employees from all losses, claims, suits, payments and judgments, demands, expenses, attorney’s fees or actions of any kind resulting from personal injury to any person, including employees, subcontractors or agents of Contractor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Contractor of the contract, except any such injury or damages arising out of the sole negligence of Youngtown, its officers, agents or employees.

13. Termination. Youngtown may terminate this Agreement or any part for convenience upon written notice to Contractor; upon receipt, Contractor shall immediately stop work and shall be paid for satisfactory Services completed. This Agreement may also be terminated by either party for failure to perform any obligation pursuant to this Agreement if such nonperformance is not cured within 30 days of notice of nonperformance by the non-breaching party.

14. Litigation. Should litigation be necessary to enforce any term or provision of this Contract, or to collect any damages claimed or portion of the amount payable under this Contract, that all litigation and collection expenses, witness fees, court costs, and reasonable attorneys' fees incurred shall be paid to the prevailing party.

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

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

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

CONTRACTOR:
Affinium Security & Protection LLC
Chief Executive Officer
2916 N. 35th Avenue, #08
Phoenix, AZ 85017

The address may be changed by either party by serving notices as provided above.

17. Controlling Law. This Contract is to be governed by the laws of the State of Arizona.

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

19. Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511, which is incorporated in its entirety by this reference.

20. Agreement Subject to Appropriation. Youngtown is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the Town's then current fiscal year. Youngtown's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of Youngtown concerning budgeted purposes and appropriation of funds. Should Youngtown elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Youngtown shall be relieved of any subsequent obligation under this Agreement. The parties agree that Youngtown has no obligation or duty of good faith to budget or appropriate the payment of Youngtown's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Youngtown shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Youngtown shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of Youngtown to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Youngtown. Contractor hereby waives any and all rights to bring any claim against Youngtown from or relating in any way to the Youngtown's termination of this Agreement pursuant to this section.

21. Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of Youngtown. Youngtown reserves the right to obtain like services from other sources. Contractor hereby acknowledges that Youngtown has sought security services from qualified contractors and determined that more than one provider is required to obtain the level of service desired, and that Youngtown will be coordinating Contractor's schedule of Services with other security providers and MCSO.

22. Change Orders. Youngtown may, by written change order, make changes in the Services, including ordering additional Services not covered by the scope of Services in this Agreement, in which case a written change order shall be executed setting forth the change to the Services and the adjusted contract price. No services outside the Services described in a written authorization for Services shall be performed without a prior change order.

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

TOWN OF YOUNGTOWN

CONTRACTOR

Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan, Town Attorney

EXHIBIT A

**PROPOSAL: INCLUDING DESCRIPTION OF SERVICES
WITH HOURLY RATES AND FEES**



AFFINIUM SECURITY & PROTECTION PROPOSAL FOR SERVICES

Security Protection & Administration

OVERVIEW

Affinium Security & Protection is pleased to submit this proposal for services to support CITY OF YOUNGTOWN in achieving its goals for/and improving overall satisfaction by providing optimally trained and professional security staff with up-to-date technologies for optimal support. We have partnered with many businesses throughout Arizona, and we are committed to improving customer experiences through technology-based security management software.

The Objective

- 2 State Certified Armed Patrol Guards 2200-0600 7days a week
- 2 AZ DPS Certified Patrol Vehicles 2200-0600 7days a week
 - Police style vehicles decaled and equipped w/warning lights for an official optimal presence

Device Objectives

- Observe and report incidents and/or offenses during and after they have occurred
- Create and maintain a safe environment
- Proactively prevent incidents / offenses before they may occur
- Evaluate and identify 'Hotspots' and specific areas of concern
- Work in conjunction with MCSO to provide optimal security
- Compliance with mandatory Lone Worker Safety checks
- Smart phones allocated with each patrol guard
- Two-way radios in each patrol vehicle and each patrol guard have a portable radio
- Direct access to emergency contacts in the event of an incident
- Patrol guards are outfitted with a "Bodycam" (body camera for recording all interactions)
 - a. Capture comprehensive footage of every intervention
 - b. Guards cannot erase any footage for any reason (action is blocked)
 - c. All incidents will be reviewed and audited by Affinium management
- Geo Fencing platform alerts our managers when:
 - a. Patrol guard maybe out of assigned area
 - b. Patrol officer calls on or off duty (must be in geo-fenced area)



- Digital Report Writing
 - a. Reports are written digitally before officer completes every shift
 - b. Report immediately uploaded for client to access digitally
 - c. You may request to have reports sent to whom you choose
- Dynamic Tracking
 - a. Client may have access to see all patrol guard activity
 - b. Portal access to review reports GPS and other information
- Access up-to-date instructions and best practices by Youngtown Reps.
- Real-time notifications for Management and site messages
- Live dashboards customized for each client

The Opportunity

- Trained security personnel on Youngtown Policies and Procedures as needed in 16-hour minimum on the job training (OJT).
- Integrate Security Management Software and migrate logistical functions with Youngtown procedures
- Weekly Calls / meetings with the City of Youngtown for service evaluations and needed modifications

The Solution

- Provide certified, experienced and highly trained personnel
- Security management logistics software using up-to-date technology
- Smart phones are integrated with SLMS and Affinium shall have complete transparency with the City of Youngtown utilizing interface profiling, live dashboards, analytics reports, and tailored security logistics, which protect your Municipality's safety and reputation by identifying "common occurrence/incidents" and "at-risk areas of concern". As a result, we feed your internal threat assessment process, and maintain your go-to role as a public resource.

OUR PROPOSAL

The City of Youngtown has a standing yet growing reputation of a peaceful municipality with a 'small town feel'. Respectable long-standing businesses that residents rely on being there and being safe. We want to work at getting it back to high standards the residents have been able to expect and enjoy. Using our technology-based logistics software, we will maintain and build great engagements and boost security performance across the board. We propose these solutions to assist the City of Youngtown stay ahead and deliver this promise. Affinium's logistical software and ground experience will easily integrate with your mission and can enable the City of Youngtown to fully benefit. Most importantly, we provide training and support for this amazing



solution software, which ensures our staff can respond quickly and effectively, continue client engagements, and achieve concrete results.

Rationale

- Research
- Alignment with mission
- Current resources/technology

Execution Strategy

Our execution strategy incorporates proven methods, qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

Methodology / Technical / Managing

1. We collect current security policies, procedures, responsibilities or required tasks of the City of Youngtown and migrate this information into our data base, which allows security staff to understand and execute precise directives, check in and out, be aware of your daily goals, be alerted of any new tasks and/or other duties and obligations.

Example: Each time one of your assigned tasks are complete security personnel will confirm by pressing "Done" (on smart phone) to acknowledge completed assignment and continue towards next task.

2. Guard will have needed devices constantly for monitoring of every step, record every interaction, GPS tracking, digital report writing (general / incidental), panic button features, perimeter or geo-fencing and clocking in and out parameters. Each feature has a function and options for making a custom and an accessible fit.
3. The City of Youngtown's dashboard will permit interface with any device (with guard), see video feeds, view GPS tracking, as well as many variables and options.

Qualified Personnel

1. All staff shall be 100% Certified by AZ DPS
2. All staff invite good developmental people skills and have good vernacular qualities

Overall, assuring staff are completing daily tasks and maintain a great fit, for every job in itself is difficult at times however, our staff is committed to quality service, *honesty and integrity* is at an utmost, not just because we employ great people but, because our security management software enhances this very concept. In return this guarantees the City of Youngtown our promise of great success.



Resources

We have a dedicated and loyal team who are willing and able to take on any task by adopting all required skills to demonstrate, compassion, care, and emergency assistance, good verbal skills, fantastic restraint and demeanor – and ready to represent the City of Youngtown and Affinium Security Protection.

Project Deliverables

Following is a complete list of all project deliverables:

Deliverable	Description
Track-Tik Technologies	Security management logistics software
Employment principles and categorization	The City of Youngtown shall be able to filter all of our security staff to assure the right people are selected for the position for the City of Youngtown
On-site training	Every guard which has been accepted to work with the City of Youngtown will have 16 hours minimum OJT (on-the-job training) on logistics and instruction.

Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until agreement is executed.

Description	Start Date	End Date	Duration
Staff members	TBD	30-day	Month to month basis
Training within the City of Youngtown, policy and procedures	TBD	16 hours	Continuous OJT
Weekly invoicing (Net. 30)	TBD	TBD	TBD

Expected Results

We expect our proposed solution for City of Youngtown requirements to provide the following results:

Financial / Technical Benefits

- Our unique security management logistics software makes the difference between existing security agencies and technologies. Operational logistics are updated constantly, we lead the curve in tech-based security operations. In retrospect, this technology does it all, it's



like having a manager at our guards' side -constantly guiding and monitoring all aspects of their responsibilities.

- In addition to good business practices, our Security management logistics software offers you weekly, monthly and or quarterly analytic reports, which are designed to keep you apprised of hours, reports and other factors related to task related planning.
- Time keeping, invoicing and scheduling.
- Analytic reports allow the City of Youngtown specific insight and stats to help target areas for improvements or cutbacks as necessary.

Other Benefits

- Because Affinium has great functioning employee benefits and promotional incentives, our staff is dedicated, and love what they do. They play a large part of maintaining a great synergetic relationship – performance is always optimal. It's about good people doing good things. Their goal will be ours in getting the City of Youngtown back to the safe and thriving town it is meant to be.

PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 30 days from the date of this proposal:

Services Cost	Price
Armed Security Staff – 8 hours x's daily 7-days/week at \$45.00/hour 1 guard /2 guards	\$360.00/ \$720.00
Weekly totals Armed all inclusive – mileage, gas, etc. 1 Patrol Guard /2 Patrol Guards	\$2520.00 / \$5040.00
Total Monthly Services Costs (approximate) 1 Patrol Guard / 2 Patrol Guards	\$10,080.00 / \$20,160.00
Smart Phones (1) - \$600.00 (included)	\$0
Track-Tik Software - \$79.00 monthly (included)	\$0

Disclaimer: The prices listed in the preceding table are an estimate for the services discussed. This summary is not a warranty of final price. Estimates are subject to change if project specifications are changed or costs for services change before a contract is executed.



QUALIFICATIONS

Affinium Security & Protection is continually proven to be an industry leader in security guard service and protection in the following ways:

- 35 years of security operations and excellent customer service base philosophy
- 22 years good standing with AZ Department of Public Safety and AZ Corp Commission
- Great corporate management structure, Key Performance Indicators and business matrix

Affinium is growing more and more with clients referring our services to a wide range of business all over Arizona – from residential properties to commercial and retail locations to Municipalities. We focus on building each staff member to be responsible and accountable. We promote within, and reward employee with special recognition awards incentives. Our training is not just DPS required minimums however, we go beyond and educate each staff member in AZ Laws, search and seizure, OC/Pepper spray, handcuffing, taser, ASP or baton, self-defense, verbal-judo, and CPR certification. We care about our employees, and it shows in our performance to our clients.

CONCLUSION

We look forward to working with the City of Youngtown and supporting your efforts to improve your style of living, and implement security management operating software, training and support services. We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective support solution.

If you have questions on this proposal, feel free to contact me at your convenience by email or by phone.

Thank you for your consideration,

Jose L Orozco
CEO / Director of Operations
jose@affiniumin.com
www.affiniuminc.com
M 602.705.9988

EXHIBIT B
FORM OF AUTHORIZATION FOR SERVICES

Re: Agreement for Security Services - On-Call Basis

Description of specific Services for this job: Per contract, Affinium Security & Protection LLC will provide security services to the Town of Youngtown beginning Thursday, August 19, 2022 beginning at 10 a.m. thru 2 p.m. and 10 p.m. through 6 a.m. (seven days a week. Affinium will provide regular reports to the Town Manager and will meet with the Town Manager to discuss how the execution of the contract is working and if there are adjustments that need to be made the manpower and the hours of coverage provided.

Location: Town of Youngtown

Date: August 19, 2022

Estimated Contract Price: Not to Exceed \$250,000

The Town of Youngtown, Arizona
CONTRACT FOR MUNICIPAL JUDGE SERVICES

This Contract for Municipal Judge Services is entered into this 19th day of May, 2022 by and between the Town of Youngtown, Arizona ("Town"), and Lex Anderson ("Anderson").

RECITALS:

1. Town desires to re-appoint Anderson as Municipal Judge of the Youngtown Municipal Court and Anderson desires to accept such appointment subject to the terms and conditions of this Contract.
2. Town and Anderson recognize that the executive and judicial branches of government are separate and courts must be independent, unfettered and free from directive, influence and interference from any extraneous source.

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

1. Anderson shall serve as Municipal Judge of the Youngtown Municipal Court as prescribed by the Ordinances of the Town of Youngtown, Arizona, Arizona State Statutes, and all governing Rules of the Court as promulgated by the Arizona Supreme Court including the Code of Judicial Conduct and Rule 45 of the Arizona Supreme Court.
2. Anderson shall fulfill the duties set forth in the Youngtown Municipal Code. During the term of this Contract, Anderson shall be present and conduct court minimally four times a month with additional dates as needed as determined by Anderson. Court shall generally be held on Thursday. Anderson shall be responsible for ensuring that all persons arrested by law enforcement are given their initial appearances within the maximum allowable time, and in accordance with the Rules of Criminal Procedure.
3. In the event Anderson is not able, for any reason, to be present and/or conduct court on the first, second, third and fourth Thursday of each month during the term of this Contract, Anderson shall make arrangements for and compensate Municipal Judge pro tem to conduct Anderson's duties on the dates of his absence. The Municipal Judge pro tem shall meet the requirements of the Arizona Supreme Court and shall be approved by the Town Manager prior to sitting as the Town's Municipal Judge as a substitute for Anderson.
4. Anderson shall answer and report directly to the Mayor and Common Council of the Town of Youngtown, Arizona.

5. Anderson shall act as the Chief Administrative Officer over the Municipal Court and shall abide by all rules and regulations of the Town, including the Town Personnel Rules and Policy Manual. Anderson shall be responsible for administering the budget of the Municipal Court and preparing and submitting budget documents to the Town Manager for review and approval with the Town Council in accordance with Town's budgetary procedures and State law.
6. Anderson may only be removed from the office of Municipal Judge of the Youngtown Municipal Court during the term of this Contract: (1) for cause; or (2) if the Youngtown Municipal Court ceases to exist. For purposes of this Contract, "cause" includes, but is not limited to any one of the following: violation of this Contract; failure to comply with orders or rules of the Arizona Supreme Court for the operation of a Municipal Court; failure to comply with state laws; failure to fulfill the duties required by the Youngtown Municipal Code; bringing discredit to the Youngtown Municipal Court; failure to attend scheduled Court proceedings; or being late for scheduled Court proceedings on a consistent basis, as determined by the Town Council. Upon expiration of this Contract, if a new contract has not been entered into, the above terms shall be extended on a month-to-month basis until either a new agreement is executed or Town has notified Anderson that no new agreement will be executed.
7. Subject to the termination events outlined in paragraph 6, above, this Contract shall be for a term of two (2) years, beginning on the 1st day of July, 2022, and terminating on the 30th day of June, 2024.
8. Anderson shall receive compensation in the amount of \$1700.00 per month during the term of this Contract.
9. The Town agrees to pay for medical, vision and dental insurance for Anderson based on the schedule for all full-time employees.
10. The parties acknowledge that this Contract is subject to cancellation pursuant to A.R.S. § 38-511.
11. The Town has been assisted by counsel of its own choosing in connection with the preparation and execution of this Contract. Anderson has either been assisted by counsel in connection with the preparation and execution of this Contract or has chosen to forego such legal representation of his own accord. This Contract shall be construed according to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Contract.
12. This Contract constitutes the entire agreement between the parties pertaining to the subject matter of this Contract. All prior and

contemporaneous agreements, representations, and understandings of the parties, oral or written, are suspended and merged within. No amendment or waiver of any provision of this Contract will be binding (a) on the Town unless it has been approved by the Town Council and (b) on Anderson unless and until it has been approved by Anderson.

AGREED TO and ENTERED ON THIS 19th day of May, 2022.

Lex E. Anderson

Michael LeVault, Mayor

ATTEST:

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

Trish Stuhan
Pierce Coleman, PLLC

ITEM 9.A

**DOCUMENTS WILL BE EMAILED
AND COPIES WILL BE AVAILABLE
ONCE RECEIVED BY FINANCE**



TOWN COUNCIL FORM

Subject:

Presentation of the proposed documentation for the FY 2023 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 16, 2022.

FISCAL IMPACT:

Benefit of having \$81,169.62 funds in Fiscal Year 2022-2023 specifically to address the NYT SLID. The assessment will be \$54.56 per parcel.

REVIEW BY:

via email

Gust Rosenfeld, PLC, Town Attorney
By: Trish Stuhan

PREPARED BY:

via email

Penny Malia, Finance

via email

Jeanne Blackman, Town Manager

FY 2022-23 NORTH YOUNGTOWN STREET LIGHTING IMPROVEMENT DISTRICT BUDGET

	APS Bill	Admin Fee	FY 22 Actual Billings Received
	\$ 77,304.40	X 5% = \$ 3,865.22	for July \$ 6,415.53
			August \$ 6,355.25
Actuals Billed to Date	\$ 77,304.40		September \$ 6,345.58
Number of Lights	502		October \$ 6,392.22
Cost/Light	\$ 153.99		November \$ 6,392.18
Adt'l lights to be billed			December \$ 6,388.13
Cost/Light	\$ 153.99		January \$ 6,455.60
Adt'l light billing	\$ -		February \$ 6,395.47
Total Billing	\$ 77,304.40		March \$ 6,364.44
Admin Fee	\$ 3,865.22		April \$ 6,600.00
Total Billing & Admin Fee	\$ 81,169.62	54.40323	May \$ 6,600.00
			June \$ 6,600.00
divided by 1492 parcels	\$ 54.56	cost per parcel	Total \$ 77,304.40

(APRIL-JUNE ARE ESTIMATES)

NYT SLID COUNCIL IMPACT

[illegible]

NYT SLID TRENDS

BUDGET CATEGORY

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
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	\$ 81,169.62
*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	\$ 81,169.62
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	\$ 54.56

* ONE TIME EXPENSE IN 2011 RESOLUTION 11-26



TOWN COUNCIL FORM

SUBJECT:

Presentation of the proposed documentation for the FY 2023 Budget as it relates to the Agua Fria Ranch Street Light Improvement District (AFR SLID)

STAFF PRESENTER:

Jeanne Blackman, Town Manager

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 0.2828 per \$100 NAV.

Fiscal year 2022-2023 estimated cost is \$23,764.07. 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 16, 2022.

FISCAL IMPACT:

Benefit of having \$23,764.07 in FY 2022-2023 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
Penny Malia, Finance

FY 2022-23 AGUA FRIA RANCH STREET LIGHTING IMPROVEMENT DISTRICT BUDGET

FY 2022 Actual Bill Amounts				Net Assessed Value
for July	\$ 1,844.57	Actuals	\$ 22,632	\$ 8,403,484
August	\$ 1,845.65	Additional	\$ -	÷100
September	\$ 1,845.65	Admin Fee	\$ 1,132	\$ 84,034.84
October	\$ 1,859.94		<u>\$ 23,764.07</u>	<u>0.2828</u>
November	\$ 1,860.40			<u>\$ 23,764.07</u>
December	\$ 1,852.86			
January	\$ 1,890.30			
February	\$ 1,786.65			
March	\$ 1,846.43			
April	\$ 2,000.00			
May	\$ 2,000.00			
June	\$ 2,000.00			

Total \$ 22,632.45

(APRIL-JUNE ARE ESTIMATES)

Additional Lights

Total Previous Year	\$ 22,632.45
Number of Lights	212
Cost/Light	\$ 106.76
Number of New Lights	-
Number of Months	-
Projected Increase	\$ -
Admin Fee	\$ -
Total Add Lights	\$ -

Admin Fee

Actual

\$ 22,632 X 5%= \$ 1,131.62

AFR SLID COUNCIL IMPACT

MAYOR LEVAULT

YEAR ENDING	ASSESSED VALUE	RATE	TAX	CHANGE
2022	\$108,003	0.2768	\$29.89	-\$2.48
2021	\$102,860	0.3147	\$32.37	-\$3.07
2020	\$97,962	0.3618	\$35.44	-\$5.37
2019	\$93,297	0.4374	\$40.81	\$2.10
2018	\$88,854	0.4357	\$38.71	\$1.63
2017	\$84,623	0.4383	\$37.09	\$0.13
2016	\$80,593	0.4586	\$36.96	\$0.36
2015	\$76,755	0.4769	\$36.60	-\$0.42
2014	\$73,100	0.5064	\$37.02	\$7.95
2013	\$68,200	0.4263	\$29.08	

Tax Year	2022	2021	2020	2019	2018
Full Cash Value ②	\$208,500	\$191,500	\$177,000	\$157,300	\$139,200
Limited Value ②	\$108,003	\$102,860	\$97,962	\$93,297	\$88,854
Legal Class	3.1	3.1	3.1	3.1	3
Description	PRIMARY RESIDENCE	PRIMARY RESIDENCE	PRIMARY RESIDENCE	PRIMARY RESIDENCE	PRIMARY RESIDENCE
Assessment Ratio	10.0%	10.0%	10.0%	10.0%	10.0%
Assessed LPV	\$10,800	\$10,286	\$9,796	\$9,330	\$8,885
Property Use Code	0131	0131	0131	0131	0131
PU Description	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence	Single Family Residence
Tax Area Code	891909	891909	891909	891909	891909

	AFR SLID TRENDS											
<u>BUDGET CATEGORY</u>	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	
APS ELECTRICAL BILLING (STREET LIGHTS)	\$ 26,355.00	\$ 28,160.00	\$ 28,011.00	\$ 28,192.55	\$ 28,304.08	\$ 29,682.84	\$ 31,293.61	\$ 28,037.01	\$ 25,117.62	\$ 24,342.98	\$ 23,764.07	
TOTAL PAYABLE FROM TAX	\$ 26,355.00	\$ 28,160.00	\$ 28,011.00	\$ 28,192.55	\$ 28,304.08	\$ 29,682.84	\$ 31,293.61	\$ 28,037.01	\$ 25,117.62	\$ 24,342.98	\$ 23,764.07	
*NET ASSESSED VALUE	\$ 6,181,766.00	\$ 5,560,315.00	\$ 5,873,608.00	\$ 6,147,300.00	\$ 6,457,936.00	\$ 6,812,540.00	\$ 7,153,960.00	\$ 7,748,815.00	\$ 7,980,464.00	\$ 8,795,212.00	\$ 8,403,484.00	
DIVIDED BY 100	\$ 61,817.66	\$ 55,603.15	\$ 58,736.08	\$ 61,473.00	\$ 64,579.36	\$ 68,125.40	\$ 71,539.60	\$ 77,488.15	\$ 79,804.64	\$ 87,952.12	\$ 84,034.84	
ASSESSMENT PER \$100 VALUATION (DIVIDE TOTAL FROM ROW 7 BY ROW 11)	0.4263	0.5064	0.4769	0.4586	0.4383	0.4357	0.4374	0.3618	0.3147	0.2768	0.2828	
ASSESSMENT PER \$1000 VALUATION (MULTIPLY BY 10)	\$ 4.26	\$ 5.06	\$ 4.77	\$ 4.59	\$ 4.38	\$ 4.36	\$ 4.37	\$ 3.62	\$ 3.15	\$ 2.77	\$ 2.83	

*THE NET ASSESSED VALUE CAN BE FOUND ON THE FEBRUARY STATE ABSTRACT.
AFTER JANUARY 1, 2015 THE PRIMARY VALUATION MUST BE USED.

**SUN CITY FIRE DISTRICT
YOUNGTOWN MONTHLY REPORT
April, 2022**

INCIDENT RESPONSE SUMMARY				
Incident Type	APR 2022	YTD	APR 2021	YTD
FIRE	3	11	8	29
RESCUE & EMS INCIDENT	133	531	117	544
HAZARDOUS CONDITION (NO FIRE)	0	2	0	3
SERVICE CALL	0	8	0	2
GOOD INTENT CALL	3	9	2	9
FALSE ALARM & FALSE CALL	4	15	0	3
INCIDENT TOTAL	143	576	127	590

PREVENTION INSPECTION SUMMARY				
Property Use	Number of Initial	Number of Reinspects	Total Inspections	Total Violations
ASSEMBLY	0	0	0	0
EDUCATIONAL	0	0	0	0
HEALTH CARE	0	0	0	0
RESIDENTIAL	0	0	0	0
MERCANTILE & BUSINESS	37	1	38	1
STORAGE	1	0	1	0
SPECIAL PROPERTY & OTHER	0	0	0	0
TOTAL INSPECTIONS	38	1	39	1



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	2020	2021	2022
WELFARE CHECK	591	657	219
TRESPASSING	272	316	91
SUSPICIOUS PERSON	181	197	41
LOUD NEIGHBORS	102	150	36
DISTURBING			
CIVIL ACTION	86	141	25
SUSPICIOUS ACTIVITY	97	121	32
UNWANTED GUEST	124	103	23
FALSE BURGLAR ALARM*	112	83	28
SUSPICIOUS PERSON AND VEHICLE	85	92	16
CITIZEN/MOTORIST ASSIST	77	90	18
FOLLOW UP	82	78	24
THEFT	79	65	7
CRIMINAL DAMAGE	53	41	12
LOITERING	29	62	10
INJURED/SICK PERSON	50	35	15
CIVIL MATTER/STANDBY	42	26	13
PATROL/VACATION WATCH	27	41	11
FIGHT/MUTUAL COMBAT (DV)	40	29	5
ASSIST OTHER AGENCY	33	31	7
VEHICLE CRASH (NO INJURIES)*	29	24	18
Total	2191	2382	651

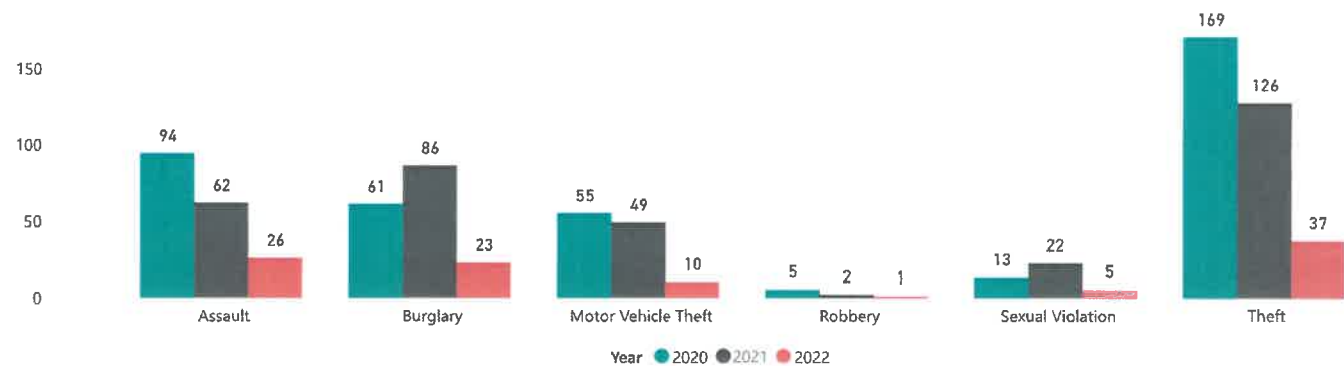
Top 20 On View

Event Category	2020	2021	2022
PATROL/VACATION WATCH	854	448	67
FOLLOW UP	270	252	86
TRAFFIC VIOLATION*	295	109	88
TRESPASSING	67	73	6
SUSPICIOUS PERSON	71	42	15
WELFARE CHECK	71	37	20
CITIZEN/MOTORIST ASSIST	58	48	16
SUSPICIOUS PERSON AND VEHICLE	59	44	14
COMMUNITY POLICING*	54	39	
SUSPICIOUS VEHICLE	42	24	2
ORDERS OF PROT - HARASS - CIVIL USE ONLY	14	36	7
SPECIAL DETAIL	15	27	15
TRAFFIC CONTROL	22	4	16
CIVIL SUMMONS -CIVIL USE ONLY	13	10	11
ASSIST OTHER AGENCY	11	12	3
SUSPICIOUS ACTIVITY	9	13	2
WARRANT ARREST ATTEMPT	12	9	2
WARRANT ARREST	7	13	1
NARCOTICS/OTHER DRUGS	7	11	2
WARRANT ARREST - MISDEMEANOR WARRANTS	7	10	2
Total	1958	1261	375

Top 20 Calls for Service with Incident Reports

Event Category	2020	2021	2022
THEFT	60	52	7
WELFARE CHECK	66	23	8
CRIMINAL DAMAGE	45	35	10
TRESPASSING	40	25	4
BURGLARY FROM VEHICLE	22	35	6
DEAD BODY	19	27	13
VEHICLE CRASH (NO INJURIES)*	21	16	14
THEFT FROM VEHICLE	17	19	10
SUSPICIOUS ACTIVITY	29	9	2
STOLEN VEHICLE	21	12	6
Total	340	253	80

Major Crime Indicators





Maricopa County Sheriff's Office

Annual Report for Youngtown

April, 2022

Top 20 Calls For Service

Event Category	2022
WELFARE CHECK	51
TRESPASSING	25
SUSPICIOUS PERSON	12
LOITERING	8
CITIZEN/MOTORIST ASSIST	7
CIVIL ACTION	7
FOLLOW UP	7
ABANDONED VEHICLE	6
FALSE BURGLAR ALARM*	6
INJURED/SICK PERSON	6
THEFT FROM VEHICLE	6
LOUD NEIGHBORS DISTURBING	5
SUSPICIOUS ACTIVITY	5
Total	151

Top 10 On View

Event Category	2022
TRAFFIC VIOLATION*	30
FOLLOW UP	21
PATROL/VACATION WATCH	12
SPECIAL DETAIL	6
TRAFFIC CONTROL	6
SUSPICIOUS PERSON	7
CITIZEN/MOTORIST ASSIST	4
WELFARE CHECK	4
CIVIL SUMMONS -CIVIL USE ONLY	3
SUSPICIOUS PERSON AND VEHICLE	3
TRESPASSING	3
Total	97

Top 10 Calls for Service with Reports

Event Category	2022
ASSAULT	2
TRAFFIC VIOLATION*	2
WARRANT ARREST - MISDEMEANOR	2
WARRANTS	1
ASSAULT WITH A DEADLY WEAPON	1
CIVIL MATTER/STANDBY	1
FOUND PROPERTY	1
NARCOTICS/OTHER DRUGS	1
NARCOTICS/OTHER DRUGS - NARCOTICS -	1
DRUGS - ADULT	1
PERSON FOUND	1
RECOVERY OF STOLEN PROPERTY	1
SHOPLIFTING - UNWILLING TO AID IN PROSECUTION	1
Total	14

Areas of Special Interest

Event Category	2022
NARCOTICS/OTHER DRUGS	5
NARCOTICS/OTHER DRUGS - NARCOTICS -	1
DRUGS - ADULT	1
Total	6

Events by Call Source

Call Source	2022
Calls for Service (CFS)	242
Deputy Initiated Activities (On View/OV)	116
Total	358

Calls for Service by Day of Week

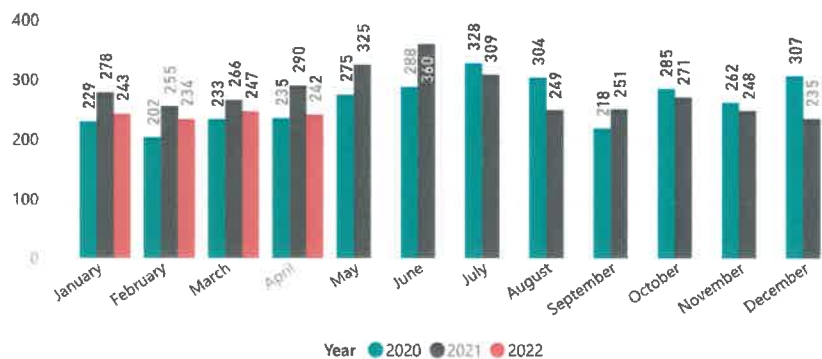


Major Crime Indicators

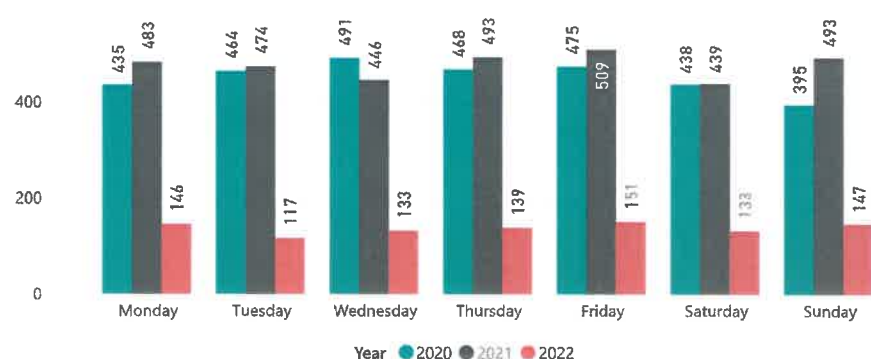


CALLS FOR SERVICE

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

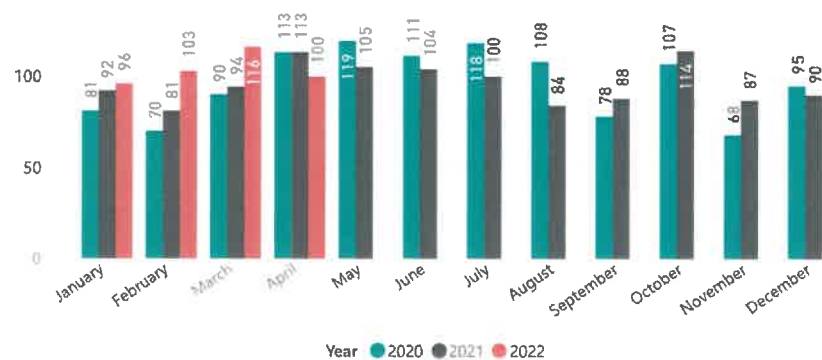
Year	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
2020	113	86	88	71	57	59	87	103	117	124	143	155	169	158	149	141	175	194	180	189	177	152	157	122	3166
2021	120	107	97	81	64	67	87	111	124	159	156	147	150	172	185	156	152	158	183	190	180	169	154	148	3337
2022	35	34	25	24	16	26	19	34	40	48	54	42	39	47	50	42	52	59	61	50	54	36	37	42	966
Total	268	227	210	176	137	152	193	248	281	331	353	344	358	377	384	339	379	411	424	438	421	357	348	313	7469

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

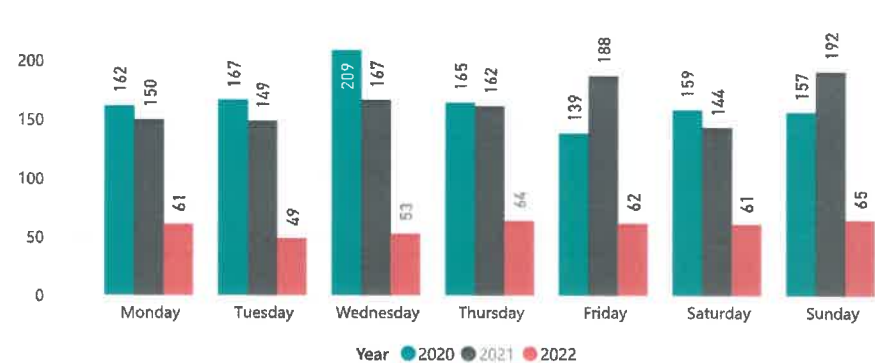
Day Name	00:00	01:00	02:00	03:00	04:00	05:00	06:00	07:00	08:00	09:00	10:00	11:00	12:00	13:00	14:00	15:00	16:00	17:00	18:00	19:00	20:00	21:00	22:00	23:00	Total
Monday	30	30	31	20	19	21	22	32	44	60	53	63	51	61	56	50	51	75	55	55	58	46	39	44	1064
Tuesday	41	39	26	23	17	22	28	39	47	55	47	54	71	44	58	49	54	54	57	56	42	49	43	40	1055
Wednesday	32	34	31	28	20	22	31	30	38	56	53	54	54	70	55	46	52	66	53	64	63	32	44	42	1070
Thursday	29	31	26	22	17	26	39	43	52	50	60	37	54	43	56	58	55	55	71	70	66	48	51	40	1100
Friday	36	21	25	23	20	27	23	43	40	37	50	55	46	54	63	62	74	58	70	70	64	64	56	54	1135
Saturday	39	37	36	27	22	16	26	27	28	34	39	43	34	54	48	36	51	51	57	61	61	60	66	57	1010
Sunday	51	35	35	33	22	18	24	34	32	39	51	38	48	51	48	38	42	52	61	62	60	57	49	36	1035
Total	268	227	210	176	137	152	193	248	281	331	353	344	358	377	384	339	379	411	424	438	421	357	348	313	7469

CALLS FOR SERVICE ASSISTING UNITS

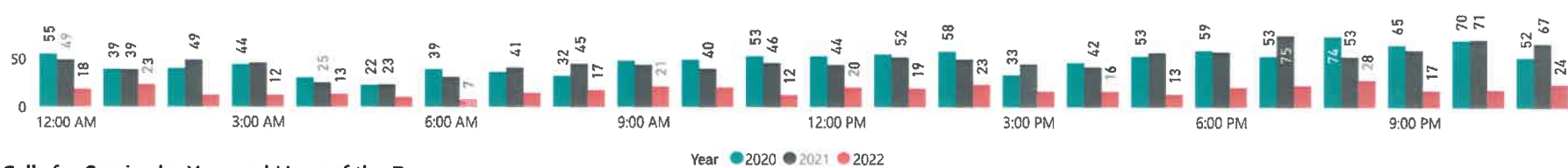
Calls for Service by Month



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
2020	55	39	40	44	30	22	39	36	32	48	49	53	53	55	58	33	46	53	59	53	24	65	70	53	1158
2021	49	39	49	46	25	23	31	41	45	44	40	46	44	52	50	45	42	57	58	75	53	60	71	67	1152
2022	18	23	12	12	13	10	7	14	17	21	20	12	20	19	23	16	16	13	20	22	28	17	18	24	415
Total	122	101	101	102	68	55	77	91	94	113	109	111	117	126	131	94	104	123	137	150	155	142	159	143	2725

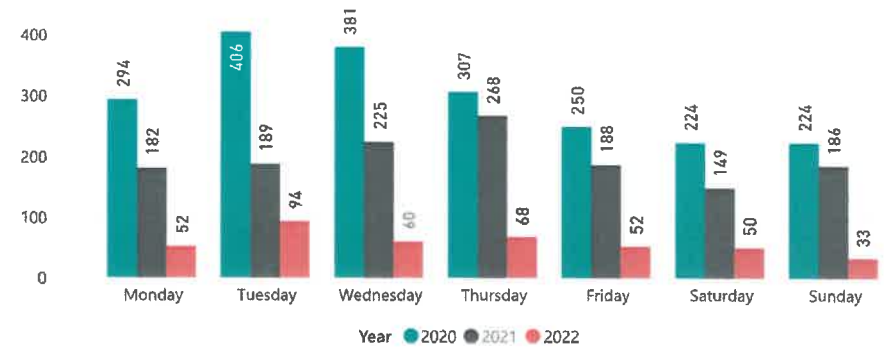
Calls for Service by Day of the Week and Hour of the Day

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	20	12	11	10	9	15	13	24	14	16	16	17	17	12	14	22	13	11	18	23	20	18	373
Tuesday	24	22	9	17	8	11	7	10	16	22	14	14	24	12	20	9	17	13	14	16	18	13	18	17	365
Wednesday	21	14	20	18	11	7	12	11	14	21	27	13	12	26	18	15	19	15	18	26	24	14	26	25	429
Thursday	14	14	10	8	9	7	14	9	22	16	24	13	16	10	19	13	12	12	26	24	31	20	25	23	391
Friday	15	10	10	19	12	11	12	14	11	6	11	22	17	19	22	16	15	23	21	24	17	25	15	22	389
Saturday	13	12	17	13	8	5	9	12	8	8	19	14	23	16	13	15	19	19	19	23	23	24	24	24	364
Sunday	24	12	15	15	9	4	14	20	10	16	11	14	18	19	19	16	12	19	26	28	24	34	34	14	414
Total	122	101	101	102	68	55	77	91	94	113	109	111	117	126	131	94	104	123	137	150	155	142	159	143	2725

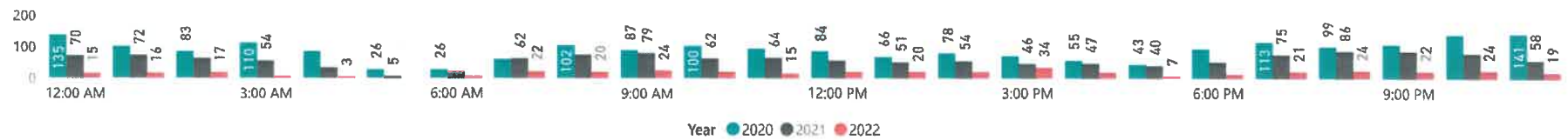
On View by Month



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
2020	135	99	83	110	83	26	26	59	102	87	100	92	84	66	78	69	55	43	92	113	99	108	108	141	2086
2021	70	72	62	54	33	5	21	62	74	79	62	64	56	51	54	46	47	40	52	75	86	85	79	58	1387
2022	15	16	17	6	3		7	22	20	24	21	15	20	20	20	34	19	7	13	21	24	22	24	19	409
Total	220	187	162	170	119	31	54	143	196	190	183	171	160	137	152	149	121	90	157	209	209	213	241	218	3882

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	38	29	28	26	21	11	11	26	31	18	23	28	17	14	15	13	19	12	18	23	29	17	28	33	528
Tuesday	38	22	25	26	23	8	9	37	42	38	36	47	46	39	37	31	15	20	13	33	31	23	26	24	689
Wednesday	32	32	19	21	21	3	14	25	48	46	38	27	19	25	29	36	34	14	25	23	22	35	38	40	666
Thursday	42	32	26	27	9	3	3	25	23	37	30	18	28	23	25	21	17	14	30	49	31	42	53	33	643
Friday	23	29	32	29	22		8	7	18	16	24	21	19	13	18	16	9	4	19	31	32	33	40	27	490
Saturday	22	27	22	24	13	2	3	8	18	16	11	10	12	10	14	21	9	5	18	24	37	40	32	25	423
Sunday	25	16	10	17	10	4	6	15	16	19	21	20	19	13	14	11	18	21	34	26	27	23	22	36	443
Total	220	187	162	170	119	31	54	143	196	190	183	171	160	137	152	149	121	90	157	209	209	213	241	218	3882

TRAFFIC

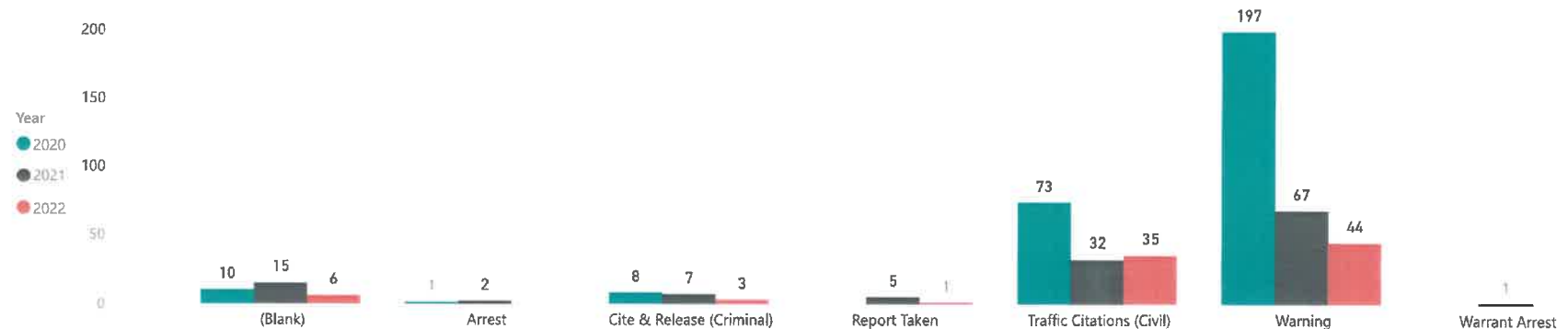
This report reflects the traffic stop activity based on call types for traffic violations (910) and reckless/overly aggressive driving (693/693R) along with DUI and aggravated DUI (692 and 692F) for all call sources (calls for service and on view). Canceled calls have been removed.

DESCRIPTION	2020	2021	2022
WARRANT ARREST - IR GENERATED (NO NEW CHARGES FILED)		1	
WARNING ISSUED	197	67	44
UNABLE TO LOCATE / UNABLE TO CONTACT FOR SERVICE		4	
UNABLE TO CONTACT VIA PHONE		1	
TOW TRUCK REQUEST OR CIVIL CITATION WITH VEHICLE TOW/IMPOUND			1
SUPERVISOR DUTIES	4	13	4
POLICE SERVICE REPORT SUPPLEMENT		4	
OFFENSE REPORT WITH CITE & RELEASE - NON TRAFFIC		1	
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC	1	2	
OFFENSE REPORT SUPPLEMENT	3	12	
OFFENSE REPORT NO ARREST - NON TRAFFIC		5	1
NON TRAFFIC CONTACT FORM COMPLETED-NO IR	19	3	5
INCIDENTAL CONTACT	1	4	1
DETAIL COMPLETED VIA PHONE	1		1
DETAIL COMPLETED AS PRIMARY UNIT	3	1	1
DETAIL COMPLETED AS ASSISTING UNIT	64	80	23
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED	6	1	2
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	2	5	1
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED	6		
CIVIL CITATION - NO IR	67	32	34
Total	374	236	118

Call Types by Year

Description	2020	2021	2022
TRAFFIC VIOLATION - SPEEDING	129	21	31
TRAFFIC VIOLATION - STOP SIGN - RED LIGHT	65	48	27
TRAFFIC VIOLATION - NON-MOVING OTHER	35	9	10
BICYCLE STOP	25	8	6
TRAFFIC VIOLATION - MOVING OTHER	17	11	8
DUI	5	7	1
TRAFFIC VIOLATION - SUSPENDED DRIVERS LICENSE	8	4	
RECKLESS DRIVING	2	5	2
TRAFFIC VIOLATION	8	1	
PROOF OF INSURANCE/MANDATORY INSURANCE	1	4	1
SUSPENSION			
TRAFFIC VIOLATION - EXPIRED PLATES	2	1	1
TRAFFIC VIOLATION - FAILURE TO SIGNAL	1	1	2
TRAFFIC VIOLATION - INVALID REGISTRATION	3	1	
DUI - AGG. DUI		2	
CRIMINAL 28 (NON-SPEED)			1
TRAFFIC VIOLATION - CRIMINAL SPEED			1
TRAFFIC VIOLATION - SUSPENDED REGISTRATION	1		
Total	302	123	91

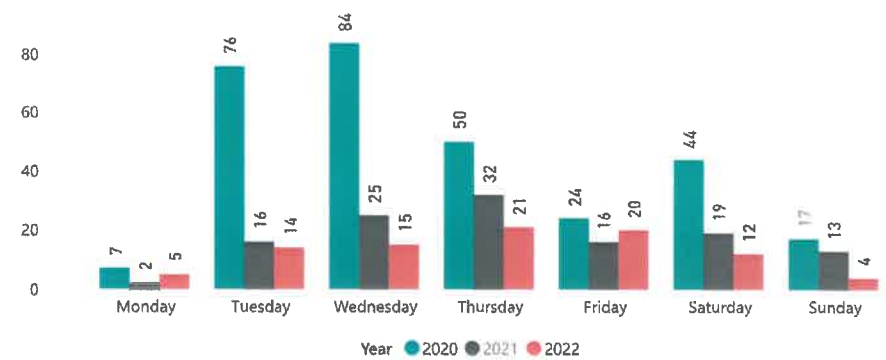
Disposition Categories by Year



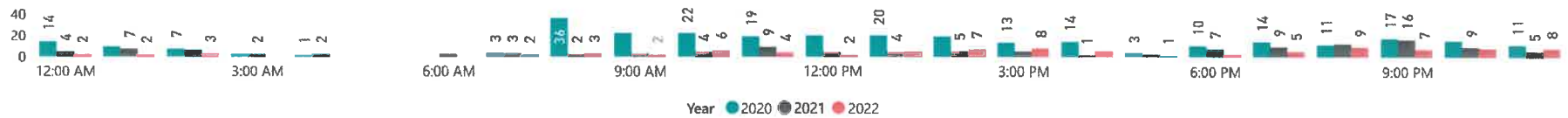
Traffic by Month



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	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
2020		14	9	7	2	1	3	36	22	22	19	20	20	19	13	14	3	10	14	11	17	15	11	302
2021		4	7	6	2	2	2	2	3	4	9	4	4	5	5	1	2	7	9	12	16	9	5	123
2022		2	2	3			2	2	3	2	6	4	2	5	7	8	5	1	2	5	9	7	8	91
Total		20	18	16	4	3	2	8	41	27	32	26	29	31	26	20	6	19	28	32	40	32	24	516

Traffic by Day of the Week and Hour of the Day

Day Name	00:00	01:00	02:00	03:00	04:00	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			2	1		2	1				2		1			14
Tuesday	1	2	1	1	1		2	9	9	12	11	9	11	7	8	5	2	1	1	5	5	3		106
Wednesday	2	3				1	1	10	10	10	9	7	10	9	8	12	2	3	4	3	6	3	2	124
Thursday	7	2	2		2	1	4	7	4	6	6	8	4	4	5	2		4	10	6	6	9	4	103
Friday		1	4	1				4	2	3	4	1	2	4	3		1	2	2	7	7	5	7	60
Saturday	2	3	4				1	1	2				1	5	1	1		5	9	11	13	10	6	75
Sunday	8	5	3	2						1			1				1	4			2	2	5	34
Total	20	18	16	4	3	2	8	41	27	32	32	26	29	31	26	20	6	19	28	32	40	32	24	516

Priority	January	February	March	April	Total
1.00	1	5	6	5	17
2.00	81	60	79	77	297
3.00	243	256	284	276	1059
4.00		1			1
Total	325	322	369	358	1374

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



ESZCity	January	February	March	April	Total
Youngtown	50	40	49	53	192
Total	50	40	49	53	192

Data Note: Radio Codes Represented on This Page

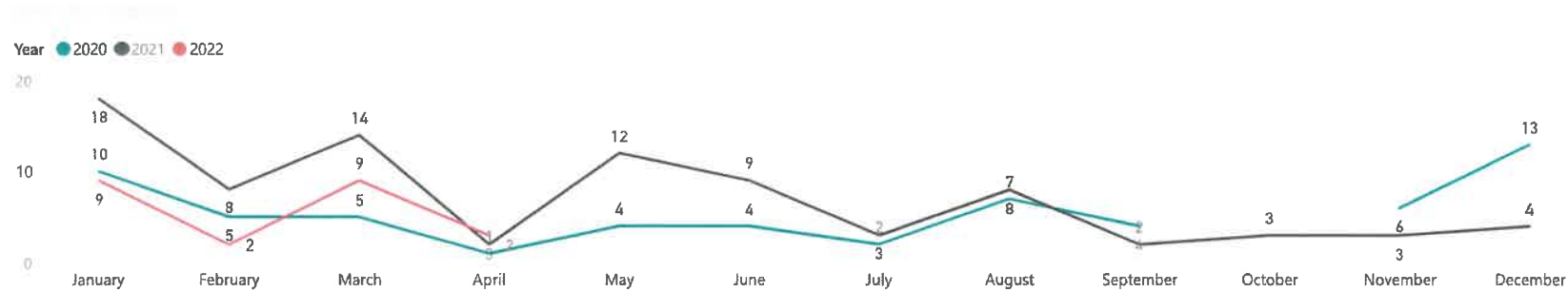
ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	66	52	57	50	98	111	85	69	63	54	49	29	783
Total	66	52	57	50	98	111	85	69	63	54	49	29	783

Type Code

459 459B 459BU 459C 459CG 459CL
 459CU 459CD 459G 459M 459P 459R
 459RU 459U 459V 459W 459WU 459C
 459CB 459CBU 459CD 459CR 459CRU
 459CU 487 487B 487BU 487C 487CU
 487CU 487CZ 487E 487G 487H 487U
 487M 487R 487U 487W 487WU 487C
 487CU 507 507T 507TU 507TV 507U
 507V 507 507B 507BR 507P 507G 507
 507U 507C 507P 507U 507V 507W
 507X 507XU 507Z 712 712B 712BU
 712C 712L 712R 712RU 712S 712U
 712V or 507CU

ESZCity	January	February	March	April	May	June	July	August	September	October	November	December	Total
Youngtown	54	34	43	36	61	84	81	92	39	61	52	78	715
Total	54	34	43	36	61	84	81	92	39	61	52	78	715

Youngtown Burglaries



ESZCity	January	February	March	April	Total
Youngtown	9	2	9	3	23
Total	9	2	9	3	23

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
Total	18	8	14	2	12	9	3	8	2	3	3	4	86

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

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

**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 19, 2022, 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 \$2,750.00 shall be paid in advance on the first day of each month from June 1, 2022 through May 31, 2023. 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, 2022, whichever occurs sooner, and shall continue through May 31, 2023, 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

Michael LeVault, Mayor

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

Invenenergy

April 7, 2022

Nicole Smart
Town Clerk
Town of Youngtown
12030 N. Clubhouse Square
Youngtown, AZ 85363

Re: El Sol Battery Energy Storage Center Special Use Permit Z19-06 Request for Amendment

Mayor and Council:

Pursuant to Youngtown Code of Ordinances 17.56.060(C) and for good cause shown, El Sol Energy Storage LLC is writing to request that the Town of Youngtown amend Special Use Permit Z19-06 (the "SUP") to allow a three-year extension of time to build the El Sol Battery Energy Storage Center.

The Town of Youngtown approved the SUP on June 20, 2019 (Z19-06) (the "SUP"). Pursuant to SUP condition 12, as amended on October 15, 2020, the project was required to file a building permit application within 30 months from the date of issuance of the SUP. The project is in compliance with this and all other conditions of the SUP. Consistent with condition 12, we worked with the Town to apply for and obtain applicable construction permits in phases. To date, the Project has obtained At Risk Grading Permit E21-000002 on October 22, 2021, Commercial Misc. Permit No. C21-000050 (Site Clearing) on September 23, 2021, and Commercial Plumbing & Mechanical Permit C21-000055 for construction of the substation on November 29, 2021.

Pursuant to Youngtown Code of Ordinances 17.56.060(B), "[a]ny special use permit granted by the town council shall automatically become void, if any building or structure to be built upon the subject property has not been fully completed within twelve (12) months from the date of issuance of a building permit therefor."

Due to global supply chain disruptions as a consequence of COVID-19, the project has been unable to receive equipment necessary for the construction and operation of the facility. In particular, the battery stacks have not yet been manufactured due to extended factory shutdowns in China and limited access to raw materials necessary for production. These same factory shutdowns have also resulted in a delay of completion



of UL9540A testing for the batteries. The project is required to deliver UL9540A test reports to Sun City Fire and Medical Department and Youngtown as a condition to receive the final building permit. Additionally, a portion of the equipment necessary to provide power to the battery cabinets for critical auxiliary systems such as HVAC have been delayed at least seven months which would push battery deliveries to site into 2023. These global delays have impacted the commercial viability of the project in the short term for APS, resulting in the need to re-bid and re-price the project for the utility to support a later commercial operations date.

For this good cause, El Sol Energy Storage, LLC respectfully requests that the Town of Youngtown amend the SUP to include the following additional condition granting the project an extension of time for construction:

Approval of an extension of time to build each project phase of forty-eight (48) months from the date of the issuance of a building permit therefor.

This would allow 48 months from the date of each building permit issuance, for the project to complete construction of the work authorized by that building permit.

Our project team is available to answer any questions you may have, and we look forward to working with the Youngtown Council to consider this request at an upcoming council meeting. If it is convenient for Council, we are available for the meeting on May 19, 2022.

Sincerely,

DocuSigned by:

Laura Miner
F4C7M18B30F4485...

Vice President, Renewable Development
Invenenergy LLC



TOWN COUNCIL ACTION FORM

SUBJECT: Request for recommendation to Arizona Department of Liquor License and Control for a Liquor License Application for Father Sarducci's Pizza Pasta & More

STAFF PRESENTER: Nicole Smart, Town Clerk

RECOMMENDATION: This is an established business, and staff recommendation is to approve as requested pending any objections from the community.

COMMUNITY BENEFIT: An established business and the community will benefit from the economic impact.

DISCUSSION: Notice of application was received from the Arizona Department of Liquor Licenses and Control on April 14, 2022 of the application of Father Sarducci's Pizza Pasta & More, for a Series 12 liquor license to allow the licensee to sell beer, wine and spirits for consumption on the premise of the restaurant. Father Sarducci's Pizza Pasta & More is located at 11127 W. Arizona Avenue.

Notice was posted on April 20, 2022 at the business as required. This public hearing is being held in accordance with A.R.S. § 4-201 (C). The application for liquor license is available for Council to view upon request.

The applicant Darrell Clark has completed all Town requirements and obtained a business license, liquor license application and all necessary inspections have been completed. The property location is sufficiently zoned for the requested use.

FISCAL IMPACT: Not applicable.

REVIEWED BY:

Trish Stuhan per email
Trish Stuhan, Town Attorney

PREPARED BY:

Nicole Smart
Nicole Smart, Town Clerk

Jeanne Blackman
Jeanne Blackman, Town Manager

TRANSIT SERVICES AMENDMENT
BETWEEN
THE TOWN OF YOUNGTOWN
AND
THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY
CONTRACT # 200-75-2023

This Amendment dated this 1st day of July, 2022, amends the following items of the Transit Service Agreement Contract # 200-75-2022 entered into between the Town of Youngtown and the Regional Public Transportation Authority, dated the 1st day of July 2013 as amended July 1, 2014, July 1, 2015, July 1, 2016, July 1, 2017, July 1, 2018, July 1, 2019, July 1, 2020, and July 1, 2021.

The following Schedules amend those Schedules of the agreement entered into July 1, 2021.

The attached Schedule C amends Schedule C entered into July 1, 2021.

The attached Schedule E amends Schedule E entered into July 1, 2021.

All other terms of the Parties Transit Services Agreement dated July 1, 2013 remain unchanged and in full force and effect.

SCHEDULE “C” – PARATRANSIT SERVICES, FINANCIAL INFORMATION AND COST ESTIMATE

For the period from July 1, 2022 through June 30, 2023, the Member City will pay Regional Public Transportation Authority a total of **\$114,642.00** for the provision of Northwest Valley Paratransit services. This payment will be broken into equal quarterly installments of **\$28,660.50**, which shall be due and payable within thirty calendar days of the receipt of an invoice from RPTA. The fourth quarter billing will occur in conjunction with the annual reconciliation process. This final quarterly invoice and payment may be adjusted up or down based on the extent to which the actual cost of service is higher or lower than the budget amount for service.

FY23 Paratransit Service Funded by Town of Youngtown

	<u>Paratransit</u>
Trips:	
Paratransit Trips	3,131
<u>Total Trips</u>	<u>3,131</u>
 Cost:	
Contractor Transportation Cost	\$118,434
RPTA Salaries, Fringes & OHD	\$6,422
Contingency	\$4,111
<u>Total Gross Program Cost</u>	<u>\$128,967</u>
 Total Fare Revenue	(\$12,525)
<u>Total Net Program Cost Before PTF</u>	<u>\$116,442</u>
 PTF Balance Available	\$1,800
PTF Applied	\$1,800
 Member City Contributions:	
Paratransit Service	\$114,642
<u>Total Member City Contribution</u>	<u>\$114,642</u>

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael J. Minnaugh, General Counsel

Town of Youngtown

By: _____
Michael LeVault, Mayor

By: _____
Nicole Smart, Town Clerk

APPROVED AS TO FORM:

By: _____
Trish Stuhan, Member Attorney

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT) – PUBLIC
TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2022 to June 30, 2023 the maximum amount of Public Transportation Funds (PTF) available for the Town of Youngtown is **\$1,800.00**. The PTF will pay actual costs for ADA trips and other requests for Paratransit service made by ADA certified Riders up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by Town for other ADA certified rider eligible expenses, and certified by the Town’s chief financial officer or designee. RPTA will reimburse Town within thirty (30) business days based upon availability of funds. Town may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$1,800.00**

NO INSERT