



**PUBLIC NOTICE  
REGULAR MEETING FOR THE COMMON COUNCIL OF  
YOUNGTOWN, ARIZONA  
SEPTEMBER 21, 2023 at 5:30 p.m.**

The Town of Youngtown provides notice that it will conduct its Town Council meeting on **September 21, 2023 at 5:30 p.m.** through *in-person and technological* means. **Doors open at 5:15 p.m.** for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back when the Council returns from executive session. 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 **12033 N. Clubhouse Square, Youngtown AZ 85363**, in the Town Council Chambers. The public may also listen to the Town Council meeting by calling in telephonically using the conference call and meeting identification number provided below. **Please state your name when you call in, then mute your telephone for the remainder of the call to ensure the Town Council can conduct its meeting without interference.**

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

**DATE: September 21, 2023**

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

**Immediately after the Regular Council Meeting the Board of Adjustment Hearing will be held.**

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

**Meeting ID: 813 1182 5893**

**Password: 516320**

**Link to the zoom meeting:**

<https://us02web.zoom.us/j/81311825893?pwd=ZkpCdXJZTWFYSW5idUZMM0xTc2RaQT09>

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 minutes of the Special Council Meeting of August 17, 2023 and Regular Council Meeting of August 25, 2023.**

## **9. Business**

- A. Presentation and/or Discussion Re:** Sun City Fire and Medical District (SCFD) Report, which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services (Chief Schmitz)
- B. Presentation and/or Discussion Re:** Maricopa County Sheriff's Office (MCSO) Report, which may include discussion of crime statistics, specific crimes including traffic violations, thefts, violent crimes, trespass and issues with homelessness, crime prevention, MCSO staffing levels, community needs, and response times. (Captain Stutsman)
- C. Presentation, Discussion and/or Action Re:** Approval of a Proclamation declaring October 2023 as Domestic Violence Awareness Month (Mayor)
- D. Presentation, Discussion and/or Action Re:** Presentation of the Financial Report (Malia)
- E. Presentation, Discussion and/or Action Re:** Equipment purchasing agreement for pedal bikes, motorized bikes, and the fingerprint technology to be used by MCSO for \$45K (Blackman)
- F. Presentation, Discussion and/or Action Re: Case GP2023-01–** Request for a Minor General Plan Amendment to change the land use classification of approximately 0.176 acres of real property generally located at 11102 W. Florida Avenue, Youngtown, AZ 85363 facing N. 111<sup>TH</sup> AVENUE from MEDIUM DENSITY RESIDENTIAL land use classification in the Town's General Plan to MEDIUM DENSITY RESIDENTIAL WITH A LIVE/WORK AREA land use classification. The effect of the amendment is to change the plan of development for the property in the General Plan and allow for rezoning to Residential District with Neighborhood Commercial Overlay, related to the creation of mixed-use overlay districts for certain neighborhood commercial activities in the R-3 single-family dwelling district (Arrington)
  - i. Staff Report including review of Planning and Zoning Hearing Officer Recommendation
  - ii. Open Public Hearing and take testimony from the public related to Minor General Plan Amendment
  - iii. Close Public Hearing
  - iv. Action to approve Resolution 2023-16

**G. Presentation, Discussion and / or Action Re: Case Z2023-04 Rezoning Request –**

Applicant Dean Bolton is requesting an amendment of the Zoning Map of the Town of Youngtown to change the zoning classification of his property located at **11102 W. Florida Avenue**, Youngtown, Arizona, from single family dwelling (R-3) to single family dwelling (R-3) with a neighborhood commercial overlay (R-NC Overlay) in accordance with Title 17 Zoning, Chapter 17.44 Residential District with Neighborhood Commercial Overlay, related to rezoning of the property into a mixed-use overlay district to permit certain neighborhood commercial activities. The effect of the rezoning will be to allow for mixed use development (Arrington)

- i. Staff Report including review of Planning and Zoning Hearing Officer Recommendation
- ii. Open Public Hearing and take testimony from the public related to Minor General Plan Amendment
- iii. Close Public Hearing
- iv. Action to approve Ordinance 2023-04

**H. Public Hearing, Discussion and/or Action Re: Liquor License Application of Youngtown Market establishment (Smart)**

- i. Open Public Hearing
- ii. Close Public Hearing
- iii. Governing Body Recommendation to Arizona Department of Liquor

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

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

**11. Future Agenda & Meetings**

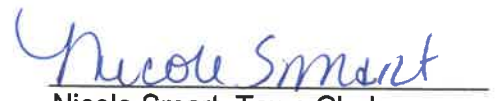
- A. There may be discussion of whether to place an item on a future agenda and the date, but not the merits of the item.
- B. Announcement of the next Council Meeting will be: **Thursday, October 5, 2023 at 5:30 p.m.**

**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 **September 19, 2023** in the Town's designated posting locations pursuant to Resolution No. 06-04 and on the Town's website.

  
Nicole Smart, Town Clerk

**AGENDA DATE: September 21, 2023**

**STAFF REPORT TO COUNCIL**

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

- Met with Town Engineer Grant Anderson and Maricopa Association of Governments on current projects happening within the Town and potential funding opportunities
- Mayor LeVault and I provided lunch for our District 3 Captain and Deputies and staff to show our support for MCSO and all they do as our hometown law enforcement.
- I attended the West Valley Managers' meeting hosted by the City of Goodyear.
- Mayor LeVault and I attended an update meeting with Sun City Fire & Medical District on Invenergy and status of the project.
- Virtually attended the MAG monthly Managers' meeting.
- Attended the Luke West Vally Council meeting.



## STAFF REPORT TO COUNCIL

<b>DEPARTMENT:</b> LIBRARY	<b>DEPARTMENT REPORT SUBMITTED BY:</b> MARY VASS
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The Library welcomes its two new employees. Ben Ledin, a retired librarian, has accepted our new full-time Technical Services Clerk position. Denise Namio has returned to the Youngtown fold as a part-time Library Clerk.

The Rather Be Reading Book Club met on Tuesday, September 5 to discuss Louis L'Amour books. The iconic western writer's books are filled with action and beautiful descriptions the West.

The Peoria Family Resource Center joined Storytime with Miss Mary to inform our families of the services they provide to all families in the West Valley.

Mary Vass took our Storytime with Miss Mary to the Peoria Family Resource Center at Alta Loma School on Tuesday, September 12.

The Friends of the Youngtown Public Library met on Thursday, September 14 at the Library.

### Upcoming events:

9/20 – Bilingual Storytime with Miss Mary at 10:30 a.m.  
9/26 – Cards, Games, & More @ the Library at 1:00 p.m.  
9/27 – Storytime with Miss Mary at 10:30 a.m.  
10/1-10/7 – Banned Books Week  
10/3 – Rather Be Reading Book Club at 10:00 a.m.  
10/4 – Storytime with Miss Mary at 10:30 a.m.  
10/9 – Library Closed for Columbus Day  
10/10 – Storytime with Miss Mary at the Peoria Family Resource Center  
10/11 – Storytime with Miss Mary at 10:30 a.m.

### Services we offer:

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



**STAFF REPORT TO COUNCIL**

**DEPARTMENT:**  
Public Works

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

**REPORT:**

- Stormwater report completed- sent to ADEQ



## STAFF REPORT TO COUNCIL

**DEPARTMENT:** Community Development  
Manager

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

### REPORT:

- YOUNGTOWN PUBLIC HEARING
  - MINOR GENERAL PLAN
  - ZONING REQUEST
  - VARIANCE REQUEST
- ARIZONA ASSOCIATION OF ECONOMIC DEVELOPMENT
  - GOVERNMENT AFFAIRS COMMITTEE
- MARICOPA ASSOCIATION OF GOVERNMENTS
  - BUILDING CODES COMMITTEE



## STAFF REPORT TO COUNCIL

**DEPARTMENT: Youngtown Municipal Court**

**DEPARTMENT REPORT SUBMITTED BY:**  
*Court Admin – Patricia Catolico*

### **REPORT:**

No formal presentation will be given on the following items:

#### **Citation Activity for August 2023:**

Citations filed by MCSO: 37

Citations Filed by Code: 3

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

#### **Court Activity for AUGUST 2023:**

31 walk-ins and arraignments

5 In-Custody

2 Orders to Show Cause Set

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

7 plea agreements entered

0 guilty pleas to the court

3 continuances filed by the prosecutor

2 diversion/deferred prosecutions entered

0 case transfers

3 dismissed cases

#### **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.





## STAFF REPORT TO COUNCIL

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

- The monthly Business License Report for August is attached for your review.
- Attended the Youngtown Public Hearings for the Minor General Plan, Zoning and Variance requests.
- Finalizing the G.A.I.N. and the Winter Miracle Events.
- Updating Standard Operating Procedures manual for Town Hall.
- Reviewing the Policy and Administration Guidelines Manual.
- Reviewing the Town General Plan 2025 for updates, and will bring the draft forward to Council for approval.
- Working on retention files.
- Working on becoming a Passport Facility agency.
- Working on a map identifying the location of the local businesses and propriety owners.
- I would encourage all staff and Council to "like" the Town's page and submit pictures and stories. [www.facebook.com/townofyoungtownaz](https://www.facebook.com/townofyoungtownaz).



# Town of Youngtown

## August 2023 Business License Report

### New Business Licenses

• Transient	6
• Commercial	1
• Home Based	1
• Short Term Rental	1

### Renewals Business License

• Transient	0
• Commercial	0
• Home Based	0
• Short Term Rental	0

New Business Licenses		Renewals Business License	
Transient	\$300.00	Transient	\$0.00
Commercial	\$66.67	Commercial	\$0.00
Home Based	\$50.00	Home Based	
Short Term Rental	\$250.00	Short Term Rental	
<b>TOTALS</b>	<b>\$666.67</b>	<b>TOTALS</b>	<b>\$0.00</b>

**Total Revenue for August 2023 = \$666.67**

**There was 1 new Commercial Business for the Month of August.**

**Amazon.com Services LLC**

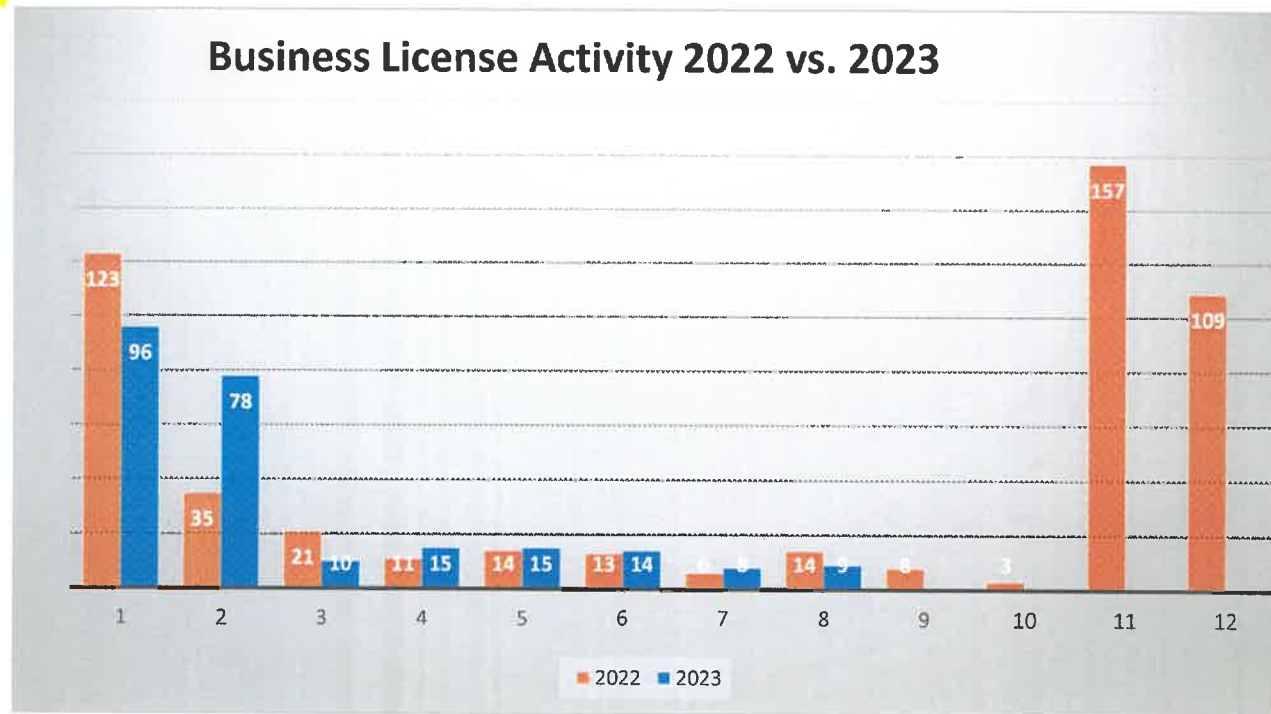
**There was 1 new Home Based Business for the Month of August.**

**For the Wolf Den**

**There was 1 new Short Term Rental Business for the Month of August**

**Desert Treasure**

	2022	2023
Jan	123	96
Feb	35	78
Mar	21	10
Apr	11	15
May	14	15
Jun	13	14
Jul	6	8
Aug	14	9
Sep	8	
Oct	3	
Nov	157	
Dec	109	
<b>Total</b>	<b>514</b>	





**MINUTES OF THE REGULAR MEETING  
COMMON COUNCIL OF YOUNGTOWN, AZ  
12033 N. CLUBHOUSE SQUARE, TOWN COUNCIL CHAMBERS  
THURSDAY, AUGUST 17, 2023**

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, Karen Haney Duncan, and Jim Starke. Councilmember Susan Hout called in telephonically.

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

Staff present telephonically: Town Manager Jeanne Blackman, Town Clerk Nicole Smart, Community Development Manager Gregory Arrington, Town Engineer Grant Anderson, Town Attorney Trish Stuhan. Public Works Manager Mosbrucker called in telephonically.

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

Mayor LeVault mentioned the past couple of years, you heard him speak about the need to extend proposition 400, which is the half cent sales tax, which generates literally billions of dollars that goes into transportation. Because Maricopa County is the only county in the state that is required to go to the legislature to get permission to get the Board of Supervisor to place proposition 400 on the ballot. However, the Governor just signed the bill earlier last week, it will be extended for 20 years.

Mayor LeVault stated it should have never been a trade off with the legislature taking away the local municipalities ability to levy a rental tax. The Cities and Towns in Arizona will lose about a quarter of a billion dollars, because the tax is being taken away from us. So, here in Youngtown that means we will currently lose about \$180,000. With the new properties that are in the pipeline, it would have amounted to almost \$400,000.

This is the price that we had to pay for that victory is really it's really unfortunate, it was really damaging. Those two things should never have been tied together. It is a continuation of our legislatures dislike for local government.

We provide almost all the services, important services in the state such as police, fire, parks, libraries, streets, and roads. But, the legislature in their wisdom, tied the two things together, prop 400 has been extended, and the rental tax is going to go away.

**Summary of Current Events from Town Manager**

Town Manager Blackman processed the semi-annual payment for the Agua Fria Ranch CFD.

Town Manager Blackman attended the Youngtown Sidewalk Project Phase II closeout luncheon hosted at Town Hall by Standard Construction.

Town Manager Blackman attended the G.A.I.N. and Winter Miracle planning meetings underway.

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

Town Manager Blackman attended the West Valley Mayors' and Managers' meeting hosted by the City of Surprise.

Town Manager Blackman attended the project meeting held with Staff and the Town Attorneys.

Town Manager Blackman met with the Youngtown Art Commission on upcoming events.

Town Manager Blackman will be hiring staff for the Youngtown Library and the Court.

Town Manager Blackman attended virtually the MAG Management monthly meeting

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:** No response from the Community.
7. **Citizens Comments/Appearances from the Floor:** No response from the floor.
8. **Consent**
  - A. **Approval of the Special Meeting Minutes of June 29, 2023, and the Special Meeting Minutes of July 24, 2023.**

*Approval of the Special Meeting Minutes of June 29, 2023, and the Special Meeting Minutes of July 24, 2023.*  
*Councilmember Francis*  
*Second Vice Mayor Vickers*  
**Motion passed unanimously on a voice vote with all Councilmembers in attendance voting. Councilmember Susan Hout's telephonic voice vote was noted as a yes.**

## 9. Business

- A. Presentation and/or Discussion Re: Sun City Fire and Medical District (SCFD) Report,** which may include discussion of inspections, fire prevention, staffing levels, response times, community needs, and ambulance services.

Fire Chief Schmitz called in telephonically and presented the Sun City Fire and Medical District monthly report. Discussion followed including inspections, fire preventions, response times, purchasing and cost of the new ambulance vehicle, burning trash, and no burn days.

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

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

Deputy Rankin introduced the deputies that were in attendance with him at the Council Meeting. As you all know, Deputy Redman is moving to our motorcycle division, and he has done an excellent job in Youngtown. Deputy Sanchez is assuming his place, and he has already been in training, working through things, and he is doing an amazing job. He will be doing great things for the Town.

Secondly, our traffic car position that was previously vacant has been filled by Deputy Solum. He hit the ground running these last few months doing traffic stops in Town and the district. Deputy McCammon has taken on a special role that Maricopa County Sheriff's Office received an aggressive driver grant and purchased some vehicles through that grant. So, Deputy Solum is our full-time traffic and parking, and Deputy McCammon will be our aggressive driver part. Their duties included both DUI's and the more aggressive traffic concerns such as reckless driving, drag racing. So, both positions are full-time duty. So, thank you guys for your support. Deputy Rankin just wanted to make sure that Council knew what the Sheriff's Office is doing, and the additional help the Town is getting. Deputy Rankin mentioned we appreciate the great leadership from Captain Stutsman and the Sun City Fire Department.

Town Manager Blackman mentioned how we appreciate everything Maricopa County Sheriff's Office does on behalf of the town. We have great leadership and Captain Stutsman, and Deputy Rankin and all those men and women as well; accompanied by our Sun City Fire Department. I would like to acknowledge Deputy Sanchez. He has become a fan favorite here in the town. He has done significant community outreach, in addition, he has made a major impact in the short time that he has been here. Town Manager Blackman is very grateful for the skills that he brings with her job.

Discussion followed, included which cities and towns are using the flock cameras, and the safety of all deputies.

**C. Presentation, Discussion and / or Action Re:** Approval of the agreement between the Town of Youngtown and Willdan in regards to the flooding at the Post Office.

Town Engineer Anderson explained the reason for the flood control design plan. We have two or three areas of fairly severe flooding, one at the end of Wisconsin Avenue, one down on Peoria just west of our Public Works building, and then worst of all is the area here in the shopping center by the post office, which extends into the alley, behind the post office and over into the homes on Connecticut Avenue. That is the worst flooding problem that we have. And as you know, we have been looking for a number of years now for an affordable way to fix that.

The County agreed for the flood control district to do a study of the area, and their study basically said there is absolutely no water from Sun City that crosses over to 111th into Youngtown. So, if we move forward and did a study of our own, we could develop some numbers that look like what type of water was affecting the post office and in the apartment complex and the homes behind it. We looked at putting in a retention basin along the alley, just to the west of Arizona Avenue. The construction cost will be \$200,000 to \$300,000 to get this done that would help with the release of the flooding in front of the Post Office.

Town Manager Blackman is requesting an approval of the agreement with Willdan Engineering Inc., for civil engineering services including flood control design plan for the Town, and not to exceed \$80,000.

Discussion following, including the cost of construction, flood zone areas, catch basin.

*Approval of the agreement between the Town of Youngtown and Willdan in regards to the flooding at the Post Office not to exceed \$80,000.*

*Councilmember Francis*

*Second Councilmember Starke*

***Motion passed 7-0 on a roll call vote of seven (7) ayes, (0) nays. (Yay, Chittenden, Haney Duncan, Francis, Starke, Vice Mayor Vickers, and Mayor LeVault.***

***Councilmember Hout's voice vote was noted as a yes.***

**D. Presentation, Discussion and / or Action Re:** Review of the Storm Water Management Plan (SWMP) for FY 2022-2023 and a public hearing to allow public comment on the plan.

**i. Staff Presentation**

Public Works Manager Mosbrucker mentioned the Town of Youngtown's Stormwater Management Plan (the "Plan") is designed to reduce the discharge of pollutants from the Municipal Small Separate Storm Sewer System (MS4) to the maximum extent practicable, to protect water quality, and to satisfy the appropriate water quality requirements of the clean water act. The plan specifically considers the six minimum control measures outlined in the ADEQ General Permit AZG2021-002 (the "General Permit") for MS4's.

SWMP requirement: "reviewing and updating the SWMP": The Town will also evaluate the implementation status of the SWMP components, as well as, the effectiveness of each component or combination of components.

The Town will determine how the SWMP needs to be revised, if at all.” The Town Manager, Community Development Manager, Town Clerk and Public Works Manager reviewed the SWMP and find no changes to be made. A public hearing is required to allow for public comment on the SWMP.

Mayor LeVault opened the public hearing at 6:28 p.m. No members of the public requested to speak.

Mayor LeVault closed the public hearing at 6:29 p.m.

*Approval of the Storm Water Management Plan (SWMP) for FY 2022-2023.*

*Councilmember Chittenden*

*Second Councilmember Haney Duncan*

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

- E. Presentation, Discussion and / or Action Re:** Approval of the Sidewalk Phase II Change Order #1 from Standard Construction for two (2) retaining walls in the amount of \$28,922.50.

Community Development Manager Arrington stated the reason for the change order from Standard Construction was due to an increase of \$28,922.50 for the retaining walls.

In this change order for phase two of our sidewalk Improvement Program, there is actually 12 properties at the end of the project. Standard Construction brought this to our attention that the retaining walls were required. We put a halt to the project to discuss the variables because this was not included in the documents from the engineers. At that time, it was going to be around \$80,000 to do Oregon and complete the project along Pennsylvania. Staff suggested to the Town Manager that we roll Pennsylvania to Phase three of the project, and put in the retaining walls at this time.

*Approval of the Sidewalk Phase II Change Order #1 from Standard Construction for two (2) retaining walls in the amount of \$28,922.50.*

*Councilmember Starke*

*Second –Vice Mayor Vickers*

***Motion passed 7-0 on a roll call vote of seven (7) ayes, (0) nays. (Yay, Chittenden, Haney Duncan, Francis, Starke, Vice Mayor Vickers, and Mayor LeVault. Councilmember Hout’s voice vote was noted as a yes.***

- F. Presentation, Discussion and / or Action Re:** Approval of the Intergovernmental Agreement between the Town of Youngtown and Maricopa County on behalf of the Maricopa County Sheriff’s Office for use of the Youngtown Substation (Station 370).

Town Manager Blackman mentioned the Maricopa County Sheriff’s Office is already occupying the substation. While they are remodeling Station 3, they will be utilizing the substation here for a while, and they be using the emergency operation center that the Town has not use due to the equipment we had was antiquated.



They will be remodeling the lobby to give protection to the offices when people come in as well as prisoners, and any other remodeling will be paid by the County. We had already determined in the Town's budget that was approved by council that we are redoing the floors. MCSO will be there for probably 18 months, maybe longer.

Councilmember Chittenden asked if deputies will be parking in front or in back of the substation?

Town Manager Blackman stated the deputies will not be here all at once, however, they will be parking in the front and back of the building.

*Approval of the Intergovernmental Agreement between the Town of Youngtown and Maricopa County on behalf of the Maricopa County Sheriff's Office for use of Youngtown Substation (Station 370).*

*Councilmember Starke*

*Second –Councilmember Francis*

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

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

Mayor LeVault mentioned the Town will continue doing what we are doing in regards to keeping the town safe.

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

**A. Future Agenda & Meetings**

**a. Future Agenda Items – none**

Councilmember Chittenden requested to schedule on a future agenda item on the Code of Ethics Policy and attendance to review and update.

Mayor LeVault mentioned there will be a special execution session on August 25, 2023 at 1:00 p.m. to review the Town Manager's Contract.

**Adjournment**

*Motion to Adjourn Vice Mayor Vickers*

*Second – Councilmember Starke*

***Meeting Adjourned 6:46 p.m.***

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Michael LeVault, Mayor

Attest:

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Nicole Smart, Town Clerk

Minutes approved at the September 21, 2023 Council meeting.



**MINUTES OF THE SPECIAL COUNCIL MEETING  
YOUNGTOWN, AZ  
12033 N. CLUBHOUSE SQUARE, COUNCIL CHAMBERS  
THURSDAY, AUGUST 25, 2023 at 1:00 P.M.**

1. **Call to Order:** Mayor LeVault called the meeting to order at 1:00 p.m.
2. **Roll Call:** Mayor Michael LeVault, Vice Mayor Chuck Vickers, Councilmembers Margaret Chittenden, Mike Francis, Karen Haney Duncan, and Jim Starke. Councilmember Susan Hout called in telephonically.

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

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

3. **Pledge of Allegiance and Invocation:** Councilmember Haney Duncan led the Pledge and Town Manager Blackman gave the Invocation.
4. **Motion and Vote to go into Executive Session**

Mayor LeVault asked for a motion to go into Executive Session at 1:02 p.m.

Motion - Councilmember Francis

Second Councilmember Haney Duncan

Convene Executive Session for:

- A. Discussion and/or consideration of the Town Manager's annual performance evaluation, employment, and salary, pursuant to A.R.S. 38-431.03(A)(1) and (A)(4).
- B. Discussion and legal advice regarding updating the Council Code of Ethics Policy, pursuant to A.R.S. 38-431.03(A)(3).

Return to Public Meeting at 3:23 p.m.

5. **Business**

- A. **Presentation, Discussion and/or Action:** Approval of the Sixth Amendment to Employment Agreement.

Town Attorney Stuhan mentioned this is the six amendment to Town Manager Blackman's employment agreement. If there are no changes, all we need is someone to make a motion.

Approval of the Town Manager Blackman's Sixth Amendment to Employment Agreement  
*Councilmember Francis*

*Second Councilmember Starke*

***Motion passed 6-1 on a roll call vote of seven (6) ayes, (1) abstained (0) nays. (Yay, Chittenden, Francis, Hayne Duncan, Starke, Vice Mayor Vickers, and Mayor LeVault. Councilmember Hout's voice vote was noted as abstained.***

- B. Presentation, Discussion and/or Action:** Discussion and possible direction regarding updating the Council Code of Ethics Policy.

This item has been tabled for discussion at a later date.

Councilmember Chittenden mentioned the Boards and Commissions should be added to the training for the Code of Ethics.

- C. Presentation, Discussion and/or Action:** Approval of Correction #1 of the Amendment No. 4 to the Cooperative Agreement between Maricopa County administered by its Human Service Department and the Town of Youngtown regarding participation in the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program for an additional three federal fiscal years 2024, 2025, and 2026 authorizing the Mayor to execute and deliver said amendment on behalf of the Town.

Town Manager Blackman stated this was a request from the Federal government to ensure the documentation from CDBG Community Development Block Grant was updated to reflect the language that all recipients of block grant funding will comply with all federal laws. CDBG had used an outdated version of it, and they had to do a correction saying the Town is going to agree to all these federal laws which we have to follow. Community Development Block Grant (CDBG) had to reach out to all cities and towns with the correction, and it's literally rewording what we already are obligated to do.

*Approval of Correction #1 of the Amendment No. 4 to the Cooperative Agreement between Maricopa County administered by its Human Services Department and the Town of Youngtown regarding participation in the U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) Program for an additional three federal fiscal years 2024, 2025, and 2026 authorizing the Mayor to execute and deliver said amendment on behalf of the Town.*

*Councilmember Chittenden*

*Second Vice Mayor Vickers*

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

- D. Presentation, Discussion and/or Action:** Approval of the assignment of settlement funds to Maricopa County related to the opioid settlement payments.

Town Manager Blackman mentioned we received updated information in regards to the settlements funds to Maricopa County regarding the issue of opioids.

Town Manager Blackman stated the Town received updated information and in your packet that you have and the total amount of the allocation the Town would get paid out would be \$77,389.63 over the course of several years. Town Manager Blackman recommends the Town to assign the funds to the County for all opioid settlement funds received to date and any pending or future payments allocated to the Town of Youngtown. The Town

understands that the County will handle the programs, record keeping and reporting of those funds on behalf of the Town.

Mayor LeVault mentioned the settlement funds are permanent, and will not change. We have had over 100,000 opioid overdose deaths per year in this country.

*Approval of the assignment of settlement funds to Maricopa County related to the opioid settlement payments.*

*Councilmember Starke*

*Second Councilmember Haney Duncan*

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

#### **Adjournment**

*Motion to Adjourn*

*Vice Mayor Vickers*

*Second – Councilmember Francis*

***Meeting Adjourned 3:23 p.m.***

---

Michael LeVault, Mayor

Attest:

---

Nicole Smart, Town Clerk

Minutes approved at the September 21, 2023 Council meeting.

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

<b>INCIDENT RESPONSE SUMMARY</b>				
<b>Incident Type</b>	<b>AUG 2023</b>	<b>YTD</b>	<b>AUG 2022</b>	<b>YTD</b>
<b>FIRE</b>	1	18	1	22
<b>RESCUE &amp; EMS INCIDENT</b>	136	1,035	106	1,020
<b>HAZARDOUS CONDITION (NO FIRE)</b>	1	7	1	10
<b>SERVICE CALL</b>	2	9	1	16
<b>GOOD INTENT CALL</b>	5	15	1	14
<b>FALSE ALARM &amp; FALSE CALL</b>	8	49	5	27
<b>INCIDENT TOTAL</b>	<b>153</b>	<b>1,133</b>	<b>115</b>	<b>1,109</b>

<b>PREVENTION INSPECTION SUMMARY</b>				
<b>Property Use</b>	<b>Number of Initial</b>	<b>Number of Reinspects</b>	<b>Total Inspections</b>	<b>Total Violations</b>
<b>ASSEMBLY</b>	13	1	14	3
<b>EDUCATIONAL</b>	0	0	0	0
<b>HEALTH CARE, DETENTION, &amp; CORRECTION</b>	0	0	0	0
<b>RESIDENTIAL</b>	4	1	5	0
<b>MERCANTILE &amp; BUSINESS</b>	76	1	77	8
<b>STORAGE</b>	7	0	7	0
<b>SPECIAL PROPERTY &amp; OTHER</b>	3	0	3	2
<b>TOTAL INSPECTIONS</b>	<b>103</b>	<b>3</b>	<b>106</b>	<b>13</b>

**ADDITIONAL INSPECTIONS COMPLETED:**  
**25 - VACANT OCCUPANCIES**

# Youngtown

## August 2023

Call Source	2023
Calls For Service	212
On View	132
<b>Total</b>	<b>344</b>

### Top 20 Calls for Service

RadioCodeDescription	2023
WELFARE CHECK	59
SUSPICIOUS PERSON	18
TRESPASSING	18
INJURED/SICK PERSON	8
CIVIL ACTION	7
VEHICLE CRASH NO INJURY	7
PATROL/VACATION WATCH	6
THEFT	6
ASSIST OTHER AGENCY	5
CRIMINAL DAMAGE	5
CITIZEN/MOTORIST ASSIST	4
DISORDERLY CONDUCT	4
FALSE BURGLAR ALARM	4
FOLLOW UP	4
UNWANTED GUEST	4
ANIMAL PROBLEM	3
CIVIL MATTER/STANDBY	3
DEAD BODY	3
LOITERING	3
FALSE PANIC ALARM	2
FIGHT/MUTUAL COMBAT	2
<b>Total</b>	<b>187</b>

### Top 20 On View

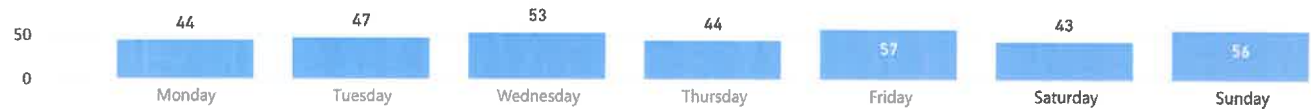
RadioCodeDescription	2023
PATROL/VACATION WATCH	64
TRAFFIC VIOLATION	22
FOLLOW UP	17
COMMUNITY POLICING	8
TRAFFIC CONTROL	3
TRESPASSING	3
ILLEGAL PARKING	2
SUSPICIOUS ACTIVITY	2
WELFARE CHECK	2
ABANDONED VEHICLE	1
ASSAULT	1
ASSIST OTHER AGENCY	1
FOUND PROPERTY	1
STOLEN VEHICLE	1
SUSPICIOUS PERSON	1
TRAFFIC HAZARD	1
VEHICLE CRASH NO INJURY	1
WARRANT ARREST ATTEMPT	1
<b>Total</b>	<b>132</b>

### Top 20 Calls for Service with IRs

RadioCodeDescription	2023
TRESPASSING	9
CRIMINAL DAMAGE	5
VEHICLE CRASH NO INJURY	5
WELFARE CHECK	4
DEAD BODY	3
DISORDERLY CONDUCT	3
NARCOTICS/OTHER DRUGS	2
THEFT	2
WARRANT ARREST	2
ASSAULT	1
ASSIST OTHER AGENCY	1
BURGLARY	1
BURGLARY FROM VEHICLE	1
CIVIL ACTION	1
FIGHT/MUTUAL COMBAT -DOMESTIC VIOLENCE	1
FORGERY OR BOGUS CHECKS	1
FRAUD OR CON GAME	1
INCORRIGIBLE JUVENILE	1
MENTAL HEALTH PETITION (WARR)	1
RUNAWAY JUVENILE	1
SEXUAL ASSAULT - MINOR VICTIM	1
<b>Total</b>	<b>52</b>

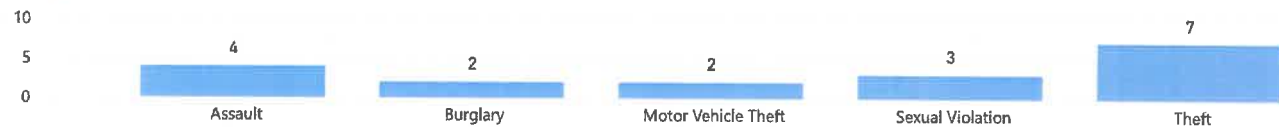
### Count of Events by Days of the Week

Year 2023



### Major Crime Indicators

Year 2023



Date

8/1/2023 8/31/2023



## Town Report for: Youngtown

Call Source	2023
Calls For Service	1,899
On View	1,030
Unknown Origin	1
<b>Total</b>	<b>2,930</b>

Priority	2023
1	29
2	687
3	2,214
<b>Total</b>	<b>2,930</b>

### Top 20 Calls for Service

RadioCodeDescription	2023
WELFARE CHECK	400
TRESPASSING	157
SUSPICIOUS PERSON	129
FALSE BURGLAR ALARM	84
CIVIL ACTION	77
SUSPICIOUS ACTIVITY	53
CITIZEN/MOTORIST ASSIST	49
FOLLOW UP	49
SUSPICIOUS PERSON AND VEHICLE	49
VEHICLE CRASH NO INJURY	45
UNWANTED GUEST	43
THEFT	40
ASSIST OTHER AGENCY	39
CRIMINAL DAMAGE	38
CIVIL MATTER/STANDBY	37
ASSAULT	35
INJURED/SICK PERSON	28
DEAD BODY	26
LOUD NEIGHBORS DISTURBING	25
PATROL/VACATION WATCH	24
<b>Total</b>	<b>1,427</b>

### Top 20 On View

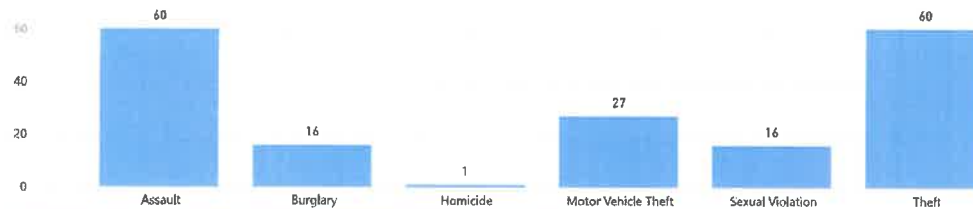
RadioCodeDescription	2023
PATROL/VACATION WATCH	317
FOLLOW UP	171
TRAFFIC VIOLATION	155
TRESPASSING	57
WELFARE CHECK	48
CITIZEN/MOTORIST ASSIST	38
TRAFFIC CONTROL	27
COMMUNITY POLICING	23
NARCOTICS/OTHER DRUGS	16
WARRANT ARREST	16
SUSPICIOUS PERSON AND VEHICLE	14
ASSIST OTHER AGENCY	13
STOLEN VEHICLE	12
WARRANT ARREST ATTEMPT	12
FOUND PROPERTY	11
SUSPICIOUS ACTIVITY	11
SUSPICIOUS PERSON	10
BICYCLE STOP	7
SUSPICIOUS VEHICLE	6
ABANDONED VEHICLE	5
ATTEMPT TO LOCATE	5
<b>Total</b>	<b>979</b>

### Top 20 Calls for Service with IRs

RadioCodeDescription	2023
TRESPASSING	43
VEHICLE CRASH NO INJURY	33
ASSAULT	32
CRIMINAL DAMAGE	30
THEFT	25
DEAD BODY	20
WELFARE CHECK	15
WARRANT ARREST	14
CIVIL ACTION	11
DISORDERLY CONDUCT	10
STOLEN VEHICLE	10
THREATS TO COMMIT AN OFFENSE	10
BURGLARY	9
FOUND PROPERTY	8
NARCOTICS/OTHER DRUGS	8
VIOLATION OF COURT ORDER	8
ASSAULT WITH A DEADLY WEAPON	7
FRAUD OR CON GAME	7
RUNAWAY JUVENILE	7
SEXUAL ASSAULT - MINOR VICTIM	6
<b>Total</b>	<b>313</b>

### Major Crime Indicators

Year ● 2023



Date

1/1/2023 9/13/2023



Dispositions

DESCRIPTION	2023
WARNING ISSUED	16
CIVIL CITATION - NO IR	5
DETAIL COMPLETED AS ASSISTING UNIT	2
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED	1
Total	24

Top 20 Deputies

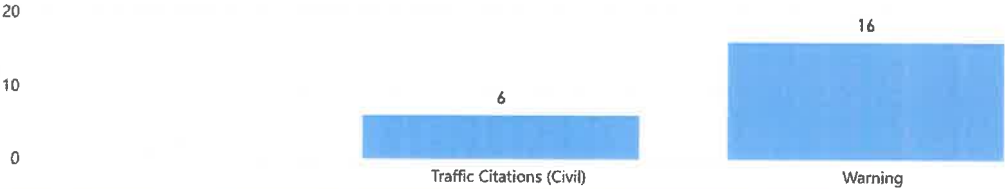
Employee Name	2023
SANCHEZ, JOHNATHAN	8
ROMERO JR, JESUS	4
KEITH, JERRY	3
LOPEZ II, JOSEPH	3
McCAMMOND, SEAN	3
HERMES, AUSTIN	1
REDMAN, MICHAEL	1
SIMINGTON, ZACKARY	1
Total	22

Radio Codes

Description	2023
TRAFFIC VIOLATION - SPEEDING	11
TRAFFIC VIOLATION - STOP SIGN - RED LIGHT	5
TRAFFIC VIOLATION - NON-MOVING OTHER	3
TRAFFIC VIOLATION - MOVING OTHER	2
PROOF OF INSURANCE/MANDATORY INSURANCE SUSPENSION	1
Total	22

Disposition Categories by Year

Year ● 2023



Date

7/29/20238/30/2023



## Dispositions

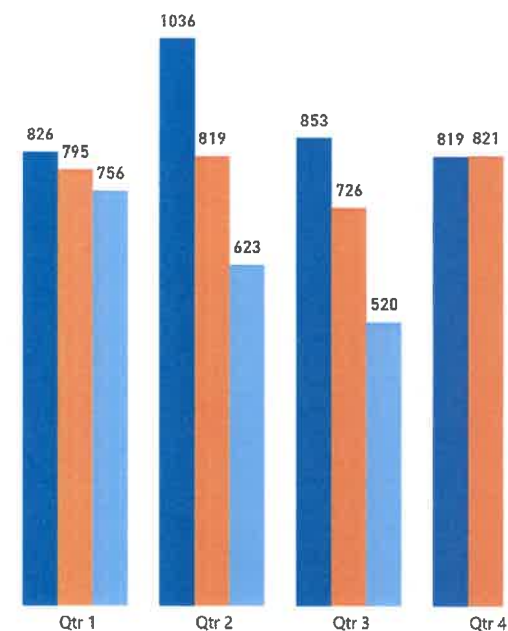
DESCRIPTION	2021	2022	2023
ASSIST TO/TOT OTHER AGENCY	91	79	59
CANCEL INCIDENT AFTER DISPATCH (event canceled after a unit is dispatched)	5	13	9
CIVIL CITATION - NO IR			1
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	1	1	1
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED	2	4	2
DETAIL COMPLETED AS ASSISTING UNIT	1,194	1,213	763
DETAIL COMPLETED AS PRIMARY UNIT	1,700	1,467	818
DETAIL COMPLETED VIA PHONE	160	131	130
INCIDENTAL CONTACT	1		
INFORMATION RECEIVED	99	45	32
IR TAKEN IN ERROR	4	5	3
NON TRAFFIC CONTACT FORM COMPLETED-NO IR	3	5	6
OFFENSE REPORT NO ARREST - NON TRAFFIC	328	285	168
OFFENSE REPORT SUPPLEMENT	66	75	38
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC	42	49	38
OFFENSE REPORT WITH CITE & RELEASE - NON TRAFFIC	11	8	2
POLICE SERVICE REPORT	207	204	156
POLICE SERVICE REPORT SUPPLEMENT	27	35	14
PROPERTY INVOICE (ONLY) - NON TRAFFIC	1	1	
SUPERVISOR DUTIES	263	215	197
<b>Total</b>	<b>3,534</b>	<b>3,161</b>	<b>1,899</b>

## Top 20 Deputies

Employee Name	2021	2022	2023
LOPEZ II, JOSEPH	453	446	193
CORNWELL, WILLIAM	218	158	159
WALLACE, KEVIN	149	226	123
PARWA, KASHMAT	33	411	45
SIMINGTON, ZACKARY	59	295	71
BALCOM, CALVIN	213	116	72
LOPEZ-CARRIZOSA, JESUS	99	153	124
AGUAYO, FELIPE	358		
VAUGHN, MICHAEL	175	105	77
GRADY, JORDAN		227	127
PEPE, ETHAN	89	188	62
TARWATER, KRISTOPHER	150	161	16
KEITH, JERRY	146	87	78
GARRITY, KYLE	303		
BENJAMIN JR, NELSON	70	128	84
HERMES, AUSTIN		102	174
HELMAN, AUSTIN		224	50
ROMERO JR, JESUS		28	244
SELLA, BRITAIN		155	115
KOWALSKI, STEVEN	1	188	75
<b>Total</b>	<b>2,060</b>	<b>2,421</b>	<b>1,276</b>

## Count of MC Number by Quarter and Year

Year ● 2021 ● 2022 ● 2023



## Disposition Categories by Year

Year ● 2021 ● 2022 ● 2023



## Date

1/1/2021 9/13/2023

Call Source	2021	2022	2023
Calls For Service	3,534	3,161	1,899
On View	1,433	1,196	1,030
Unknown Origin	2	2	1
<b>Total</b>	<b>4,969</b>	<b>4,359</b>	<b>2,930</b>

Priority	2021	2022	2023
1	61	58	29
2	1,119	1,052	687
3	3,788	3,247	2,214
4	1	2	
<b>Total</b>	<b>4,969</b>	<b>4,359</b>	<b>2,930</b>

#### Top 20 Calls for Service

RadioCodeDescription	2021	2022	2023
WELFARE CHECK	695	698	400
TRESPASSING	369	296	157
SUSPICIOUS PERSON	212	177	129
CIVIL ACTION	139	79	77
FALSE BURGLAR ALARM	84	126	84
LOUD NEIGHBORS DISTURBING	154	107	25
SUSPICIOUS ACTIVITY	124	84	53
CITIZEN/MOTORIST ASSIST	94	90	49
UNWANTED GUEST	103	74	43
SUSPICIOUS PERSON AND VEHICLE	92	78	49
FOLLOW UP	79	72	49
VEHICLE CRASH NO INJURY	57	80	45
CRIMINAL DAMAGE	58	78	38
ASSIST OTHER AGENCY	69	56	39
THEFT	72	45	40
LOITERING	70	38	11
ASSAULT	40	40	35
CIVIL MATTER/STANDBY	25	44	37
INJURED/SICK PERSON	40	36	28
NARCOTICS/OTHER DRUGS	45	36	15
<b>Total</b>	<b>2,621</b>	<b>2,334</b>	<b>1,403</b>

#### Top 20 On View

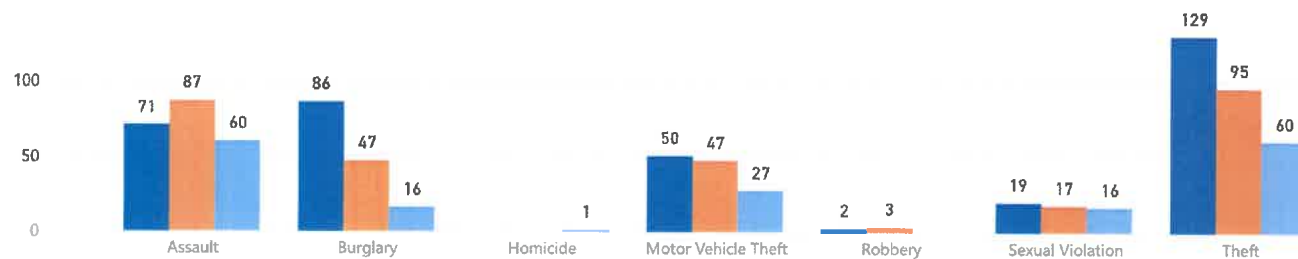
RadioCodeDescription	2021	2022	2023
PATROL/VACATION WATCH	616	256	317
FOLLOW UP	219	212	171
TRAFFIC VIOLATION	107	199	155
TRESPASSING	61	73	57
WELFARE CHECK	30	69	48
CITIZEN/MOTORIST ASSIST	34	56	38
SUSPICIOUS PERSON	47	31	10
SUSPICIOUS PERSON AND VEHICLE	40	34	14
COMMUNITY POLICING	43	13	23
WARRANT ARREST	38	25	16
TRAFFIC CONTROL	11	32	27
STOLEN VEHICLE	15	22	12
NARCOTICS/OTHER DRUGS	10	17	16
ASSIST OTHER AGENCY	19	6	13
SUSPICIOUS ACTIVITY	12	14	11
SUSPICIOUS VEHICLE	21	9	6
BICYCLE STOP	9	16	7
FOUND PROPERTY	6	8	11
SPECIAL DETAIL	16	4	5
WARRANT ARREST ATTEMPT	3	9	12
<b>Total</b>	<b>1,357</b>	<b>1,105</b>	<b>969</b>

#### Top 20 Calls for Service with IRs

RadioCodeDescription	2021	2022	2023
CRIMINAL DAMAGE	48	71	30
VEHICLE CRASH NO INJURY	40	66	33
THEFT	59	36	25
TRESPASSING	35	30	43
ASSAULT	33	36	32
DEAD BODY	27	28	20
WELFARE CHECK	23	33	15
BURGLARY	33	26	9
WARRANT ARREST	23	30	14
STOLEN VEHICLE	22	23	10
BURGLARY FROM VEHICLE	35	13	3
THEFT FROM VEHICLE	19	16	3
FRAUD OR CON GAME	13	15	7
FOUND PROPERTY	15	9	8
ASSAULT WITH A DEADLY WEAPON	6	18	7
DISORDERLY CONDUCT	9	12	10
CIVIL ACTION	9	6	11
FIRE	13	8	4
CONVENIENCE MARKET THEFT	9	11	4
RUNAWAY JUVENILE	10	7	7
<b>Total</b>	<b>481</b>	<b>494</b>	<b>295</b>

#### Major Crime Indicators

Year ● 2021 ● 2022 ● 2023



Date

1/1/2021 9/13/2023

### Dispositions

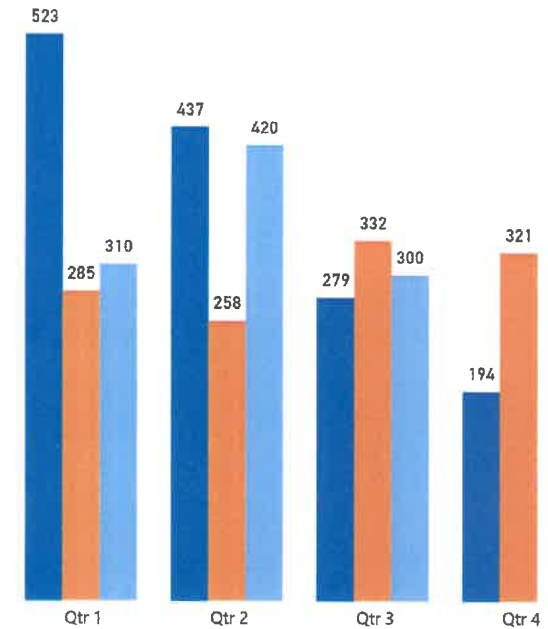
DESCRIPTION	2021	2022	2023
DETAIL COMPLETED AS PRIMARY UNIT	1,085	715	618
DETAIL COMPLETED AS ASSISTING UNIT	210	290	217
WARNING ISSUED	72	128	88
CIVIL CITATION - NO IR	30	62	53
SUPERVISOR DUTIES	54	53	37
OFFENSE REPORT SUPPLEMENT	53	43	36
UNABLE TO LOCATE / UNABLE TO CONTACT FOR SERVICE	26	44	62
POLICE SERVICE REPORT	24	48	45
OFFENSE REPORT NO ARREST - NON TRAFFIC	35	41	19
UNIT CANCEL PRIOR TO ON SCENE	33	30	22
DETAIL COMPLETED VIA PHONE	13	29	20
OFFENSE REPORT WITH BOOKING - INCLUDES TRAFFIC / NON-TRAFFIC	23	13	18
WARRANT ARREST - IR GENERATED (NO NEW CHARGES FILED)	26	16	10
UNABLE TO CONTACT VIA PHONE	12	15	12
ASSIST TO/TOT OTHER AGENCY	16	6	11
NON TRAFFIC CONTACT FORM COMPLETED-NO IR	4	17	11
POLICE SERVICE REPORT SUPPLEMENT	7	8	7
CRIMINAL TRAFFIC CITE & RELEASE NO PROPERTY IMPOUNDED		9	8
VEHICLE CRASH REPORT	5	3	3
CRIMINAL TRAFFIC CITE & RELEASE *PROPERTY IMPOUNDED	3	3	3
CIVIL CITATION *PROPERTY IMPOUNDED - IR GENERATED	2	4	2
<b>Total</b>	<b>1,433</b>	<b>1,196</b>	<b>1,030</b>

### Top 20 Deputies

Employee Name	2021	2022	2023
CORNWELL, WILLIAM	98	132	214
LOPEZ II, JOSEPH	176	199	57
GARRITY, KYLE	241		
GRADY, JORDAN		111	60
WALLACE, KEVIN	47	79	39
AGUAYO, FELIPE	159		
SIMINGTON, ZACKARY	14	88	54
TARWATER, KRISTOPHER	41	79	15
PEDRAZA, ERIC	35	23	70
PARWA, KASHMAT		103	14
SOLUM, KENNETH		29	73
SELLA, BRITAIN		45	56
PEPE, ETHAN	9	58	32
VAUGHN, MICHAEL	55	32	12
BALCOM, CALVIN	37	36	24
HELMAN, AUSTIN		79	14
LOPEZ-CARRIZOSA, JESUS	27	31	33
HERMES, AUSTIN		30	60
SANCHEZ, JOHNATHAN	6	12	72
KOWALSKI, STEVEN		54	30
<b>Total</b>	<b>878</b>	<b>950</b>	<b>764</b>

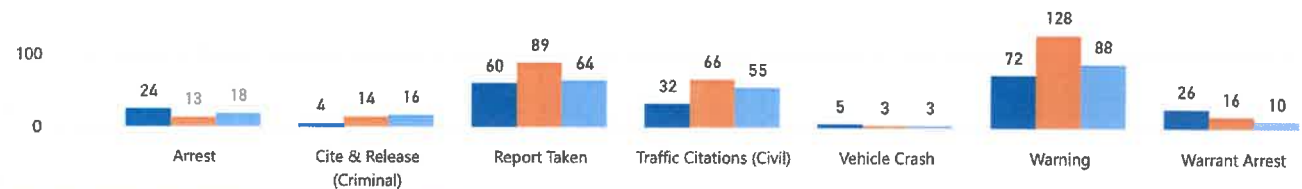
### Count of MC Number by Quarter and Year

Year ● 2021 ● 2022 ● 2023



### Disposition Categories by Year

Year ● 2021 ● 2022 ● 2023



### Date

1/1/2021 9/13/2023



**Town of Youngtown  
12030 N. Clubhouse Square  
Youngtown, Arizona 85363**

**PROCLAMATION**

**A PROCLAMATION DECLARING OCTOBER 2023 AS  
DOMESTIC VIOLENCE AWARENESS MONTH**

**WHEREAS**, domestic violence is a serious crime that affects people of all races, ages, gender and income levels; and

**WHEREAS**, domestic violence is widespread and affects over ten million Americans each year; and

**WHEREAS**, one in three Americans have witnessed an incident of domestic violence; and

**WHEREAS**, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

**WHEREAS**, domestic violence costs the nation billions of dollars annually in medical expenses, police and court costs, shelters, foster care, sick leave, absenteeism and non-productivity; and

**WHEREAS**, only a coordinated community effort will put a stop to this heinous crime, and

**WHEREAS**, Domestic Violence Awareness Month provides an excellent opportunity for citizens to learn more about preventing domestic violence and to show support for the numerous organizations and individuals who provide critical advocacy, services and assistance to victims.

**NOW, THEREFORE, IT IS PROCLAIMED** by the Mayor and Council of the Town of Youngtown, Arizona, the month of October, 2023 as Domestic Violence Awareness Month and urge the citizens of Youngtown to work together to eliminate domestic violence from our community.

**IN WITNESS THEREOF**, I, Michael LeVault, have hereunto set my hand and cause the Seal of the Town of Youngtown to be affixed on this 21st day of September, 2023.

---

Michael LeVault, Mayor

Attest:

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Nicole Smart, Town Clerk



Through June 30, 2023 FY 2022-2023

**TO:** Mayor and Town Council

**FROM:** Jeanne Blackman, Town Manager  
Penny Malia, Financial Consultant

**SUBJECT:** Fiscal Year 2022-2023 through June 30, 2023

A handwritten signature in cursive script, appearing to read "Penny Malia".

We are pleased to present to you a comprehensive fiscal year 2022-23 (FY23), July 2022–June 2023 financial report. This report will include a financial status summarization for the General Fund and Highway User Revenue Fund (HURF), a description of major revenue categories, a comparison to June year-to-date (YTD) of fiscal year 2021-2022 (FY22) to June YTD fiscal year 2022-23 (FY23), and cash balances as of June 30, 2023. All tables are located at the end of the document for reference. Each section will clearly indicate which table it is referring to.

We have used one or more of the following in our analysis in order to assess the fund status for fiscal year end:

- ◆ 2022-23 Actual revenue/expenditure as a percentage of budget for the entire year
- ◆ Comparison of actual FY2022-23 as compared to actual for FY2021-22 for June

This report illustrates where the Town finished for the twelve months ended June 30, 2023. However, there are no accruals included as of June 30<sup>th</sup> and all totals for the FY2022-23 will be presented in the Financial Statements presented to the Council by the auditors after the audit is complete. If you divide the budget evenly over twelve months, both revenues and expenditures would be at 100% of the budget projection. Revenues such as sales tax or fees normally do not follow that pattern nor do expenditures. For example, if a large expenditure is paid early in the fiscal year, it has more of an effect on the percentage of the budget used than if it were made later in the year. For tracking purposes, if revenues do not equal at least 100% for the twelve months ended June 30, 2023, or expenditures exceed 100%, it is important to research and document the variances to determine if there is a need to adjust spending before fiscal year end to stay within the budget parameters.

### GENERAL FUND SUMMARY

Overall, based on revenue and expenditure analysis of fiscal year 2023, Youngtown is above the annual budget projections for revenues and below the budget for expenditures year-to-date. It is good news that the local sales tax collections are at 110.87% of budget and occupational licensees are at 112.51% of budget which both are slightly above the target of 100%. The economy continues to experience the impact of COVID-19 as well as higher inflation, but the Town of Youngtown seems to be holding steady with revenues and expenditures. However, we will continue to monitor the budget closely as it is still unknown what the impact of the economy will be moving forward.



The General Fund's YTD revenue for FY2022-2023 totals \$6,271,593 (Table B), which is approximately a 17.41% increase over FY22. Revenue categories are discussed in further detail in the report. Table C shows the General Fund's expenses for FY23 totaled \$4,188,628 (Table D) which is approximately 4.0% lower than was expended in FY22. This is mainly due to the decrease in Code Enforcement Patrol Services in which ARPA expenditures through the reporting period June 30, 2023 were expended first to meet the reporting requirements for the funds.

### **GENERAL FUND REVENUES**

**General Fund- Major Revenue Categories** - Table A presents the FY23 General Fund actual revenue collections compared to budget for June 2023 of the 2023 fiscal year (July 1, 2022 through June 30, 2023). The remaining column illustrates the difference between what was budgeted for the entire year and what the Town collected for June of FY23. As of June FY23, it appears that we will over realize revenues in Local Sales Tax, Utility Franchise Fees, Occupational Licenses, State Sales Tax, Vehicle License Tax, Interest in Local Government Investment Pool (LGIP) and Donations. As shown in the table, the total collections for FY23 YTD are at 100.10% of what was budgeted for the year or .10% higher than the target of 100%.

The Court and Library revenues are below projections because of a decrease in fine collections. Recreation fees are below projections as well.

**Local Sales Tax** – In Table B, local sales tax collections increased \$351,384 compared to June of FY22. This is a 1204.51% increase over June 2022 which is good news. In Table A, the local sales tax finished the FY23 YTD at 110.87% of the budget projection.

**State Shared Revenues** - These revenues include the Town's portion of the State Urban Revenue Sharing (Income Tax), State-Shared Sales Tax, and Vehicle License Tax. Table B shows State Sales Tax exceeded the previous fiscal year collections by \$35,793. Vehicle License Tax exceeded the previous year collections by \$23,076. The Urban Revenue Sharing Tax exceeded the previous year collections by \$405,557.

### **GENERAL FUND EXPENDITURES**

As noted earlier in this report, Table C shows the General Fund spent \$4,188,628 through the forth quarter of fiscal year 2022-2023. Table C also shows how much budget is remaining and the percent of the budget used. Positive remaining figures are still under budget. Overall, the General Fund has spent 83.55% of the budget. As a reminder, accruals and any invoices received after June 30<sup>th</sup> will be reflected in the financial statements after being audited. All departments are below 100% of the budget thus far.



### **HURF SUMMARY**

The Highway User Revenue Fund (HURF) is what is referred to as the gasoline tax. HURF monies are only to be used for street-related purposes. The Town maintains the HURF revenues and expenditures in a separate fund to ensure this is compliant. Table E shows HURF revenue totaled \$681,632 through the period ended June 30, 2023 of FY23. Table E shows HURF revenue totaled 117.29% which is higher than the 100% of budget projections for the twelve months of FY2023.

### **HURF REVENUES**

Table F is a summary of the HURF revenues collected for FY23 as compared to FY22. The HURF received \$148,083 additional revenue through the period ended June 30, 2023 of FY23 as compared to the period ended June 30, 2022.

### **HURF EXPENDITURES**

Table G shows the FY22 through the period ended June 30, 2023 of FY23 expenses compared to FY23 budget and the % of budget expended. As of the period ended June 30, 2023 of FY23, 19.12% of the budget has been spent. The largest budgeted items are for street repairs and street improvement projects and typically will be expended in the spring. However, it should be noted that an additional \$783,269 street improvement projects were invoiced and paid after June 30<sup>th</sup>. Table H shows FY23 HURF expenditures for the period ended June 30, 2023 of FY23 compared to the period ended June 30, 2022 of FY22. Of the \$267,351 of total expenses, 92.49% or \$247,262 was for salary expenses, street sweeping, RPTA transit and street improvement projects. This covers one full-time employee and one-third of a full-time position.

### **CASH BALANCES**

The Town has cash accounts at PNC Bank and the State Treasurer's Local Governmental Investment Pool (LGIP). Table I is a breakdown of the cash balances through June 30, 2023. Overall, the Town has \$13.35 million in PNC Bank accounts and the LGIP.



Through June 30, 2023 FY 2022-2023

**TABLE A GENERAL FUND REVENUE COMPARED TO BUDGET**

	<b>JUN ACTUAL YTD FY23</b>	<b>ADOPTED BUDGET FY23</b>	<b>Amount To Be Collected</b>	<b>% of Budget</b>
Town Sales Tax	2,785,607	2,512,450	(273,157)	110.87%
Utility Franchise Fees	221,458	215,026	(6,432)	102.99%
Occupational License	42,612	37,875	(4,737)	112.51%
Building Permits	282,840	677,000	394,160	41.78%
Urban Revenue Sharing	1,330,187	1,361,869	31,682	97.67%
State Sales Tax	1,031,770	1,009,960	(21,810)	102.16%
Vehicle License Tax	345,313	334,089	(11,224)	103.36%
Recreation Fees	2,100	3,030	930	69.31%
Library Revenue	400	404	4	98.96%
Court Enhancement Fund	2,849	3,106	257	91.72%
Judicial Collection Enhancemen	441	488	47	90.28%
Court Revenue	27,606	32,841	5,235	84.06%
Court/Fill-the-Gap	350	440	90	79.44%
Interest/Local Govt Inv Pool	131,928	2,235	(129,693)	5902.80%
Interest-Englewood Dev	1,185	2,210	1,025	53.62%
Agua Fria Ranch CFD O&M	34,520	26,765	(7,755)	128.97%
Donations	2,211	707	(1,504)	312.79%
Miscellaneous	1,275	4,000	2,725	31.88%
AFR HOA Water Lease	20,099	30,600	10,501	65.68%
Sale/Rental of Town Property	5,224	10,200	4,977	51.21%
Gain on Sale of Fixed Assets	1,619	-	(1,619)	0.00%
<b>Total Revenue</b>	<b>6,271,593</b>	<b>6,265,295</b>	<b>(6,298)</b>	<b>100.10%</b>





Through June 30, 2023 FY 2022-2023

**TABLE B - GENERAL FUND REVENUE JUN 23 COMPARED TO JUN 22**

	<b>FY 23</b>	<b>FY 22</b>	<b>VARIANCE</b>	<b>% VARIANCE</b>
Town Sales Tax	2,785,607	2,434,223	351,384	1204.51%
Utility Franchise Fees	221,458	213,536	7,923	461.78%
Occupational License	42,612	39,421	3,191	-84.44%
Building Permits	282,840	273,858	8,982	-88.38%
Urban Revenue Sharing	1,330,187	924,630	405,557	43.86%
State Sales Tax	1,031,770	995,977	35,793	3.59%
Vehicle License Tax	345,313	322,237	23,076	7.16%
Recreation Fees	2,100	4,100	(2,000)	-48.78%
Library Revenue	400	243	157	64.36%
Court Enhancement Fund	2,849	2,757	91	3.32%
Judicial Collection Enhancemen	441	558	(117)	-21.03%
Court Revenue	27,606	34,276	(6,670)	-19.46%
Court/Fill-the-Gap	350	454	(104)	-22.98%
Interest/Local Govt Inv Pool	131,928	8,840	123,088	1392.46%
Interest-Englewood Dev	1,185	2,033	(848)	-41.70%
Agua Fria Ranch CFD O&M	34,520	32,772	1,747	5.33%
Donations	2,211	604	1,607	266.03%
Miscellaneous	1,275	17,353	(16,078)	-92.65%
AFR HOA Water Lease	20,099	25,882	(5,783)	-22.34%
Sale/Rental of Town Property	5,224	7,462	(2,238)	-29.99%
Recovery of Prior Yer Expense	-	342	(342)	0.00%
Gain on Sale of Fixed Assets	1,619	-	1,619	0.00%
<b>Total Revenue</b>	<b>6,271,593</b>	<b>5,341,559</b>	<b>930,034</b>	<b>17.41%</b>



Through June 30, 2023 FY 2022-2023

**TABLE C GENERAL FUND EXPENDITURES FY23 COMPARED TO FY22 BUDGET**

	<b>FY 23 ACTUAL YTD JUNE</b>	<b>FY23 BUDGET</b>	<b>Remaining Budget</b>	<b>% of Budget</b>
GENERAL GOVERNMENT	1,433,667	1,626,963	193,296	88.12%
PARKS	206,848	447,217	240,369	46.25%
COURT	197,005	226,336	29,331	87.04%
BUILDINGS	202,049	203,363	1,314	99.35%
LIBRARY	136,718	175,926	39,208	77.71%
COMMUNITY & ECONOMIC DEVELOPMENT	368,023	480,860	112,837	76.53%
CODE ENFORCEMENT	1,644,318	1,852,923	208,605	88.74%
<b>Total Expenditure</b>	<b>4,188,628</b>	<b>5,013,588</b>	<b>824,960</b>	<b>83.55%</b>

**TABLE D GENERAL FUND EXPENDITURES JUNE FY23 COMPARED TO JUNE FY22**

	<b>JUN 2023 FY 23</b>	<b>JUN 2022 FY 22</b>	<b>VARIANCE</b>	<b>% VARIANCE</b>
GENERAL GOVERNMENT	1,433,667	1,148,095	285,572	24.87%
PARKS	206,848	206,534	314	0.15%
COURT	197,005	206,333	(9,328)	-4.52%
BUILDINGS	202,049	185,359	16,690	9.00%
LIBRARY	136,718	150,587	(13,869)	-9.21%
COMMUNITY & ECONOMIC DEVELOPMENT	368,023	237,947	130,076	54.67%
CODE ENFORCEMENT	1,644,318	2,228,382	(584,064)	-26.21%
<b>Total Expenditure</b>	<b>4,188,628</b>	<b>4,363,237</b>	<b>(174,609)</b>	<b>-4.00%</b>



Through June 30, 2023 FY 2022-2023

**TABLE E HIGHWAY USER REVENUE FUND FY23 REVENUE COMPARED TO FY22 BUDGET**

	<b>JUN ACTUAL YTD FY23</b>	<b>ADOPTED BUDGET FY23</b>	<b>Amount To Be Collected</b>	<b>% of Budget</b>
Highway User Revenue	519,411	559,717	40,306	92.80%
RPTA Grants	22,176	17,813	(4,363)	124.49%
Interest/Local Govt Inv Pool	140,045	3,600	(136,445)	3890.14%
			-	
<b>Total Revenue</b>	<b>681,632</b>	<b>581,130</b>	<b>(100,502)</b>	<b>117.29%</b>

**TABLE F HIGHWAY USER REVENUE FUND FY23 COMPARED TO FY 22**

	<b>FY 23 Jun Actual</b>	<b>FY22 Jun Actual</b>	<b>Variance</b>	<b>% Variance</b>
Highway User Revenue	519,411	500,583	18,828	3.76%
RPTA Grants	22,176	24,670	(2,494)	-10.11%
Interest/Local Govt Inv Pool	140,045	8,296	131,749	1588.10%
CDBG Grants	-	-	-	
<b>Total Revenue</b>	<b>681,632</b>	<b>533,549</b>	<b>148,083</b>	<b>27.75%</b>

**TABLE G HIGHWAY USER REVENUE FUND EXPENDITURES COMPARED TO BUDGET**

	<b>JUN ACTUAL YTD FY23</b>	<b>ADOPTED BUDGET FY23</b>	<b>Remaining Budget</b>	<b>% of Budget Expended</b>
Salaries, Regular	77,823	75,912	(1,911)	102.52%
Overtime	227	200	(27)	113.51%
Employer Fica & Medicare Exp	6,108	5,823	(285)	104.89%
Az State Retirement System	9,041	9,156	115	98.74%
Workman's Compensation	2,042	1,888	(154)	108.16%
Group Health Insurance	8,890	8,817	(73)	100.83%
Health Savings Account	150	650	500	23.08%
Life Insurance AD&D	117	117	0	99.90%
LTD	105	107	2	98.30%
Dental Insurance	721	725	4	99.44%
Vision Insurance	256	256	(0)	100.15%
Unemployment Insurance	7	7	0	95.86%
Supplies	411	200	(211)	205.32%
Equipment Repair & Maintenance	4,621	6,000	1,379	77.02%
Vehicle Repair & Maintenance	199	1,200	1,001	16.61%
Streets Repair	7,808	200,000	192,192	3.90%
Street Sweeping	9,156	12,390	3,234	73.90%
Weed Control	2,162	2,200	38	98.26%
Gas and Oil	2,038	2,000	(38)	101.90%
ADEZ MS4 Permit	2,500	2,500	-	100.00%
Training	350	200	(150)	175.00%
RPTA Grant Transit Amenities	22,433	17,813	(4,620)	125.94%
CDBG Local Match	-	50,000	50,000	0.00%
Street Improvement Project	110,186	1,000,000	889,814	11.02%
<b>Total Expenditure</b>	<b>267,351</b>	<b>1,398,161</b>	<b>1,130,810</b>	<b>19.12%</b>



Through June 30, 2023 FY 2022-2023

**TABLE H HURF FUND EXPENDITURES JUN FY23 COMPARED TO JUN FY22**

	<b>FY 23</b>	<b>FY22</b>		
	<b>Jun Actual</b>	<b>Jun Actual</b>	<b>VARIANCE</b>	<b>% VARIANCE</b>
Salaries, Regular	77,823	68,712	9,111	13.26%
Overtime	227	247	(20)	-8.12%
Employer Fica & Medicare Exp	6,108	4,653	1,455	31.28%
Az State Retirement System	9,041	8,689	351	4.04%
Workman's Compensation	2,042	1,797	245	13.64%
Group Health Insurance	8,890	11,350	(2,459)	-21.67%
Health Savings Account	150	650	(500)	-76.92%
Life Insurance AD&D	117	117	-	0.00%
LTD	105	135	(30)	-22.08%
Dental Insurance	721	710	11	1.52%
Vision Insurance	256	229	28	12.04%
Unemployment Insurance	7	7	-	0.00%
Supplies	411	286	125	43.74%
Equipment Repair & Maintenance	4,621	6,834	(2,212)	-32.38%
Vehicle Repair & Maintenance	199	1,077	(878)	-81.50%
Streets Repair	7,808	173,014	(165,206)	-95.49%
Street Sweeping	9,156	11,200	(2,044)	-18.25%
Weed Control	2,162	1,901	261	13.71%
Minor Tools & Equipment	-	15	(15)	0.00%
Gas and Oil	2,038	2,464	(426)	-17.29%
ADEZ MS4 Permit	2,500	2,500	-	0.00%
Training	350	290	60	0.00%
RPTA Grant Transit Amenities	22,433	24,572	(2,139)	-8.71%
CDBG Local Match	-	16,755	(16,755)	0.00%
Street Improvement Project	110,186	-	110,186	0.00%
<b>Total Expenditure</b>	<b>267,351</b>	<b>338,204</b>	<b>(70,852)</b>	<b>-20.95%</b>

**TABLE I**

All Youngtown Accounts as of June 30, 2023	
PNC Bank Accounts	
Court*	7,763
Court Enhancement*	108,543
Fill the Gap*	7,267
General Fund	5,265,120
Judicial Collection Enhancement Fund*	25,819
RICO (Police Confiscated Assets)**	11,671
<b>Total</b>	<b>5,426,183</b>
* Restricted to Court purposes	
** Restricted to Law Enforcement purposes	
State Treasury (LGIP Accounts)	
Agua Fria Ranch Fee Fund*	425,992
Agua Fria Ranch CFD*	265,863
General**	3,237,403
Highway User Revenue Fund*/***	3,925,713
Library Improvement Fund*	71,937
<b>Total</b>	<b>7,926,907</b>
* Restricted to specific expenditures	
** Contains Street Lighting Districts	
***Includes amount owed to GF (2,543,073)	

**TOWN OF YOUNGTOWN**  
**CONTRACT – GOODS**  
**Contract No. \_\_\_\_**

THIS Agreement is entered into between the Town of Youngtown, Arizona, a municipal corporation, (“Youngtown”) and Volcanic Manufacturing LLC dba Volcanic Bikes, a Washington limited liability company, (“Vendor”).

**RECITALS**

1. The Maricopa County Sheriff's Office (“MCSO”) is the primary law enforcement agency for the Town.
2. MCSO, pursuant to its procurement policies and procedures, requested purchase of police bicycles and associated accessories for law enforcement purposes.
3. The Town desires to purchase police bicycles and associated accessories from the Vendor for use by MCSO.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

**IN GENERAL**

1. Agreement. Vendor shall provide the goods described on Exhibit A. The price for the goods is set forth on Exhibit A.
2. Invoices. A separate invoice shall be issued for each shipment and each job completed. Invoices shall include the contract number and a complete description of the goods being purchased. Taxes and costs shall be included in contract price. Invoices shall be sent within 30 days following performance. Payment will only be made for satisfactory goods.

**GOODS**

1. Quality. All goods shall be new, of good quality and free of defects. All goods shall come with manufacturer’s standard warranties and instructions.
2. Shipping and Delivery. Unless otherwise stated in the contract, Vendor shall ship and deliver goods at its own expense to the location specified. Vendor shall bear all risk of loss during shipping and delivery. Each package of goods must contain a memorandum showing shipper’s name, contents of package, and contract number.
3. Acceptance. Youngtown shall inspect and test goods upon delivery. If goods do not comply with the contract, Youngtown, after notifying Vendor in writing, may return the rejected portion of goods to Vendor at Vendor’s expense or hold the same for disposal as Vendor shall

indicate, without invalidation of the remainder of the contract; or Youngtown may reject all goods and cancel the contract.

4. Warranty. Vendor warrants that all goods delivered shall conform to the contract (including all descriptions, specifications, drawings, and samples), will be free of defects in material and workmanship and free of defects in design, and fit for the intended purposes. Inspection or acceptance by Youngtown shall not alter the warranty.

5. Indemnification. Vendor 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 Vendor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Vendor of the contract, except any such injury or damages arising out of the sole negligence of Youngtown, its officers, agents or employees.

6. Insurance. Vendor shall maintain all insurance coverages required by Youngtown, including public liability and worker's compensation, in accordance with the Town of Youngtown Insurance Requirements. The Town of Youngtown shall be named as an additional insured, and vendor's policy must be primary and noncontributory and waive subrogation. Appropriate endorsements shall be submitted by Vendor.

7. Independent Contractor. Vendor 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.

8. Compliance. Vendor shall comply with applicable laws. Vendor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 41-4401 is incorporated herein by reference in full.

9. Termination. Youngtown may terminate this contract or any part for convenience upon written notice to Vendor; upon receipt, Vendor shall immediately stop work and shall be paid for that percentage of work performed, plus any reasonable termination charge if set forth in the contract.

10. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action



based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

YOUNGTOWN, ARIZONA

VENDOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

# EXHIBIT A

## DESCRIPTION OF SERVICES OR GOODS BEING PURCHASED AND THE PRICE

Volcanic Bikes  
PO Box 526  
Boys Town, NE 68010  
(509) 427-8623  
info@volcanicbikes.com  
www.volcanicbikes.com



Estimate

ADDRESS	SHIP TO
Town of Youngtown Jeanne Blackman 12000 N Clubhouse Square Youngtown AZ 85363	Dept. Jonathan Sanchez Maricopa County Sheriff 13063 West Bell Road Surprise, AZ 85376

ESTIMATE #	DATE
2656480	09/08/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Volcanic Police Ready APB 29"	"APB" 1x11 34T Wheel Size: 29er Frame Size: LARGE Frame Color: Black Wheels: Sun Ringle /Duroc /Sealed  Accessories Included: Topeak MTX Trunk Bag DX-SHERIFF Topeak MTX Explorer Disc Rack 29" Nearider Lighting System w/Tailight Nearider Siren SHERIFF Top Tube Decals	4	2,459.99	9,839.96
	Freight / Shipping	Freight	1	500.00	500.00
	Sales Tax	Sales Tax calculated by AvaTax on Fri 08 Sep 12:11:42 UTC 2023	1	0.00	0.00
		SUBTOTAL			10,339.96
		TAX			0.00
		TOTAL			<b>\$10,339.96</b>

Final assembly and tuning required by a trained bicycle mechanic.  
Purchaser is required for complying with sales tax requirements in the state the order is being shipped to.  
Pay by phone convenience fee will be applied to your total for credit card payments.

Accepted By

Accepted Date

**TOWN OF YOUNGTOWN**  
**CONTRACT – GOODS**  
**Contract No. \_\_\_\_**

THIS Agreement is entered into between the Town of Youngtown, Arizona, a municipal corporation, (“Youngtown”) and America Wild, LLC, dba Recon Power Bikes, an Indiana limited liability company, (“Vendor”).

**RECITALS**

1. The Maricopa County Sheriff's Office (“MCSO”) is the primary law enforcement agency for the Town.
2. MCSO, pursuant to its procurement policies and procedures, requested purchase of police bicycles and associated accessories for law enforcement purposes.
3. The Town desires to purchase powered police bicycles and associated accessories from the Vendor for use by MCSO.

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Vendor hereby agree as follows:

**IN GENERAL**

1. Agreement. Vendor shall provide the goods described in Exhibit A. The price for the goods is set forth in Exhibit A.
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**GOODS**

1. Quality. All goods shall be new, of good quality and free of defects. All goods shall come with manufacturer’s standard warranties and instructions.
2. Shipping and Delivery. Unless otherwise stated in the contract, Vendor shall ship and deliver goods at its own expense to the location specified. Vendor shall bear all risk of loss during shipping and delivery. Each package of goods must contain a memorandum showing shipper’s name, contents of package, and contract number.
3. Acceptance. Youngtown shall inspect and test goods upon delivery. If goods do not comply with the contract, Youngtown, after notifying Vendor in writing, may return the rejected portion of goods to Vendor at Vendor’s expense or hold the same for disposal as Vendor shall

indicate, without invalidation of the remainder of the contract; or Youngtown may reject all goods and cancel the contract.

4. Warranty. Vendor warrants that all goods delivered shall conform to the contract (including all descriptions, specifications, drawings, and samples), will be free of defects in material and workmanship and free of defects in design, and fit for the intended purposes. Inspection or acceptance by Youngtown shall not alter the warranty.

5. Indemnification. Vendor 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 Vendor or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Vendor of the contract, except any such injury or damages arising out of the sole negligence of Youngtown, its officers, agents or employees.

6. Insurance. Vendor shall maintain all insurance coverages required by Youngtown, including public liability and worker's compensation, in accordance with the Town of Youngtown Insurance Requirements. The Town of Youngtown shall be named as an additional insured, and vendor's policy must be primary and noncontributory and waive subrogation. Appropriate endorsements shall be submitted by Vendor.

7. Independent Contractor. Vendor 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.

8. Compliance. Vendor shall comply with applicable laws. Vendor warrants compliance with federal immigration law and use of E-Verify. The immigration law warranty set forth in A.R.S. § 41-4401 is incorporated herein by reference in full.

9. Termination. Youngtown may terminate this contract or any part for convenience upon written notice to Vendor; upon receipt, Vendor shall immediately stop work and shall be paid for that percentage of work performed, plus any reasonable termination charge if set forth in the contract.

10. China. Pursuant to and in compliance with A.R.S. § 35-394, Contractor hereby agrees and certifies that it does not currently, and agrees for the duration of this Agreement that Contractor will not, use: (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor also hereby agrees to indemnify and hold harmless the City, its officials, employees, and agents from any claims or causes of action relating to the City's action

based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the City in defending such as action.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year last set forth below.

YOUNGTOWN, ARIZONA

VENDOR

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

**EXHIBIT A**  
**DESCRIPTION OF SERVICES OR GOODS BEING PURCHASED AND THE PRICE**



## QUOTATION

Quote Number 4776  
 Quote Date: Aug 24, 2023  
 Page: 1



**Quoted To:**

Town of Youngtown  
 12030 North Clubhouse Square  
 Youngtown, AZ 85363

Maricopa County Sheriff

Customer ID	Good Thru	Payment Terms
YOUN003	9/23/23	Net 30 Days

Quantity	Item	Description	Unit Price	Amount
4.00	B-INTERCEPTORBLK	Item: Interceptor Power Bike-Black/1,000 Mid-Driven Motor, Includes 48V 14.0 Ah Battery, Law Enforcement Model, 17" Frame SHERIFF	3,895.00	15,580.00
4.00	A-MPOWERKIT4	Item: SoundOff mPower 4x2 Light and Siren Kit, Quad Uplift (4) Front, Back, Side Lights, Siren, Powered by Bike, Scene Lighting, 1,836 LM per Light RED/BLUE	999.00	3,996.00
4.00	A-POLICEBAG	Item: Police Bag	69.00	276.00
4.00	A-BAT48V140AH	Item: Battery (48 Volt, 14.0 Amp Hour)	599.00	2,396.00
4.00	A-AIRTAGTRACKER	Item: Air Tag Tracker / Includes Aluminum Alloy Base, Reinforced Nylon Lid and One Apple Air Tag System	99.00	396.00
2.00	A-HITCHHAULER	Item: Hitch Hauler, Standard, Ability to Carry Two E-Bikes	449.00	898.00
4.00	S-ASSEMBLY-TESTING	Assembly, Testing and Shipping or Delivery of Bikes (Per Bike)	189.00	756.00
			<b>Subtotal</b>	<b>24,298.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>24,298.00</b>

FOB: Fort Wayne, Indiana

Unless otherwise stated, freight charges are not included. If you'd like to place an order, please contact Recca Warren at [admin@reconpowerbikes.com](mailto:admin@reconpowerbikes.com)

327 Ley Road Fort Wayne, IN 46825 | [www.PolicePowerBikes.com](http://www.PolicePowerBikes.com) | 1 888 485 2589

September 18, 2023

**Capt. Brian Stutsman**

District 3 Patrol Commander

Maricopa County Sheriff's Office

550 West Jackson

Phoenix, AZ 85003

Tel: 602-876-4925

Email: [BrianStutsman@MCSO.Maricopa.gov](mailto:BrianStutsman@MCSO.Maricopa.gov)

**Reference No. IDAZ-ID2-091823-03**

IDEMIA is pleased to provide Maricopa County Sheriff's Office with the following price quote for IDEMIA IDent 2.0.

**IDEMIA's IDent 2.0**

Law enforcement officers are in constant need to quickly and accurately check a person's identity. Out on patrol, officers can use the IDEMIA IDent 2.0 to easily capture and submit fingerprints for search to one or many criminal databases. The IDent 2.0 is an Android based device that includes an intuitive, easy to use fingerprint capture workflow. Compact, convenient and accurate, IDEMIA IDent 2.0 is an advanced hand-held fingerprint device that enables real-time identification based on IDEMIA's world-class biometric technology.



Figure 1: IDent 2.0 GUI

## IDEMIA IDent 2.0 Features and Benefits

### ***FAP 30, FBI-Certified, Single-Finger Scanner***

IDEMIA IDent 2.0 includes an FBI Certified FAP 30 single-fingerprint scanner. The IDent 2.0 makes it easy to capture up to 10 fingers. On screen instructions and visual confirmation of fingerprint images make it easy for operators to capture each fingerprint. The FAP 30 sensor ensures captured fingerprints are of the highest quality and provide the greatest likelihood of resulting in an identification.



### ***Touchscreen and Physical Buttons***

IDEMIA IDent 2.0 combines the benefits of a 3.5-inch touch screen display with the proven reliability of physical buttons. Operators can complete all major functions, including the capture workflow, by touching an area of the screen or by pressing a physical button. Touch screen buttons and physical buttons are aligned to make it easy to identify the desired action. Advanced features of the IDent 2.0 device can be accessed through traditional touchscreen actions.

### ***USB and Bluetooth / Mobile Connection***

Fingerprints captured by the IDent 2.0 can be transferred to a PC in two different ways. Operators can simply connect the IDent 2.0 device to a Windows PC via a USB cable, or the device can be configured to communicate via Bluetooth. When configured for Bluetooth communication, officers can use the device up to 200 feet from their patrol car, dependent upon certain environmental conditions. When configured for USB transmission, operators simply connect the device to a PC via a USB cable and captured fingerprints will be automatically transferred and submitted for search.





## ***Search Results***

IDEMIA IDent 2.0 works in conjunction with IDEMIA's Mobile Connection Windows application. Mobile Connection supports communication between the IDent 2.0 device and the agency that is providing search results. Search details are displayed within Mobile Connection and can be customized to an agency's specifications. Search information including a hit / non-hit indication, mugshot and subject name are transmitted and displayed on the IDent 2.0 device. Results are easily removed through the IDent 2.0's intuitive user interface.

## ***Camera***

IDEMIA IDent 2.0 comes equipped with a rear facing camera that makes it easy for an officer to capture a facial image while capturing a subject's fingerprints. The facial image can be referenced when comparing results within the Mobile Connection application or on the IDent 2.0 device.

## ***No Subscription***

IDent 2.0 requires an operator to transmit fingerprint information to the Mobile Connection software via USB or Bluetooth. A reoccurring cellular subscription plan is not required to be able to use the IDent 2.0.

## ***IDent 2.0 Specifications***

<b>Dimensions</b>	(L x W x H) 156 x 76.5 x 24 mm (6.1 x 2.9 x 0.9 inches)
<b>Weight</b>	235 grams (8.2 oz.)
<b>Fingerprint Scanner</b>	PIV 071006, FIPS 201, FAP 30, FBI-Certified, Single-Finger Scanner 20.3 x 25.4 mm sensing area (0.8 x 1.0 inches)
<b>Display</b>	3.5" TFT display, 640x960, Cap Touch multi touch, Cover Gorilla Glass 3, AR+AF Surface treatment
<b>Battery</b>	Li-Ion, 6400 mAh, 3.8V nominal Drop test 1.4m (4 ft)
<b>Drop Test</b>	Testing per MIL-STD-510G sec. 6
<b>Operating conditions</b>	0°C to 50° (32° to 122°F)
<b>Storage conditions</b>	-10° to 60°C (14° to 140°F)

### **Mobile Connection Host Application Features**

- ♦ IDent 2.0 configuration and management
- ♦ Standard NIST file generation and management
- ♦ Remote identification on central AFIS database
- ♦ HTTP/SMTP Interface with AFIS Server
- ♦ Match candidate portrait and demographic information display
- ♦ Receive and display fingerprints from terminal (IDent 2.0)
- ♦ Create search requests with fingerprints to AFIS



## Solution Description and Pricing

IDEMIA proposes the equipment and services described in Table 1.

### IDent 2.0 Pricing

Table 1. Pricing

	Description	Qty	Unit Price	Extended Price
D150-000043	<b>IDent 2.0 Solution includes:</b> <ul style="list-style-type: none"><li>♦ IDent 2.0 Device</li><li>♦ Mobile Connection Windows Software</li><li>♦ USB 2.0 Data Cable</li><li>♦ IDent 2.0 Quick Start Guide</li><li>♦ 1 Year Warranty</li><li>♦ Freight</li></ul>	2	\$2,500	<b>\$5,000</b>
H160-000126	Black Device Sleeve	2	\$50	<b>\$100</b>

*Current shipping is 180+ days after receipt of order, or as otherwise scheduled.*

IDEMIA will include documentation and /or support to facilitate installation by Maricopa County Sheriff's Office of the Mobile Connection Software on the Maricopa County Sheriff's Office-furnished workstation.

### Extended Warranty Option

IDEMIA Extended Warranty options and pricing is detailed in Table 2.

Table 2. Extended Warranty Options Pricing

	Description	Annual Fee Per Device*
	Year 1 Extended Warranty	Included
ID-IDENT2.0-W-YR1	Year 2 Extended Warranty	\$250

*\*At the time of purchase, Annual Fee shown is 'per year per device' fee. Should Maricopa County Sheriff's Office choose to purchase Extended Warranty coverage with Device, this must equal the total quantity of IDent 2.0 devices being purchased.*

Extended Warranty will start immediately following the 1st Year Warranty. Extended Warranty prices shown above are for Year 2 only. Yearly Extended Warranty pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details:

[sec.alx.servicecontracts@idemia.com](mailto:sec.alx.servicecontracts@idemia.com)

### Customer Responsibilities

Maricopa County Sheriff's Office is responsible for the following:

- ♦ End-user training
- ♦ Ensuring the required inter-agency agreements are in place between Maricopa County Sheriff's Office and AZ-DPS / applicable local, state and government AFIS.
- ♦ Ensuring Maricopa County Sheriff's Office-furnished workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least one (1) available port is required.
- ♦ Ensuring Maricopa County Sheriff's Office-furnished workstations can connect to the AZ-DPS network.
- ♦ Ensuring that the workstation network connectivity will support either HTTP or SMTP data protocols to exchange data between Mobile Connection and the AZ-DPS AFIS.
- ♦ Installing Mobile Connection Application Software on each Maricopa County Sheriff's Office-furnished workstation.
- ♦ Pairing each IDent 2.0 with each Maricopa County Sheriff's Office-furnished workstation via Bluetooth or USB.
- ♦ Provide the necessary network connectivity between the Maricopa County Sheriff's Office LAN and incoming WAN transactions including requisite backend connectivity.
- ♦ Testing the IDent 2.0 and Mobile Connection Software as per the Quick Start Guide.

**Assumptions**

IDEMIA has designed the IDent 2.0 / Mobile Connection solution to eliminate the need for recurring cellular costs. As such, Pricing does not include network/data provisioning or maintenance and assumes the following:

- ◆ The Mobile Connection Software can be installed on the Maricopa County Sheriff's Office-furnished workstation.
- ◆ The Mobile Connection Software can be configured by Maricopa County Sheriff's Office.
- ◆ The mugshot images that will be available with the "hit" respondent data will come from the Arizona AFIS System designated by the Maricopa County Sheriff's Office

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Maricopa County Sheriff's Office's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will make its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached for your convenience. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties. Firm delivery schedules will be provided upon receipt of a purchase order.

**Pricing valid through: October 31, 2023**

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA  
14 Crosby Dr., 2<sup>nd</sup> Floor  
Bedford, MA 01730  
Email: [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | [anamtkorders@us.idemia.com](mailto:anamtkorders@us.idemia.com)

Please direct all questions and order correspondence to:

Terry Spalding  
IDEMIA Inside Sales  
Email: [terry.spalding@us.idemia.com](mailto:terry.spalding@us.idemia.com) | Mob: 714-322-4425

We look forward to working with you.

Sincerely,



Casey Mayfield  
Vice President Justice and Public Safety  
IDEMIA Identity & Security USA LLC

By signing this signature block below, Maricopa County Sheriff's Office agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these product and services:

**Signature Authorization for Order:**

**Signature**

**Name**

**Date**

**Total Purchase Price (including any Options): \$5,600.00**

**PLEASE ENTER TOTAL ORDER AMOUNT ON ABOVE LINE**

**PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable).**

**Please provide Billing Address:**

**Billing Contact name**

**Telephone number (      )**

**Email**

**Check if Billing Address is same as Shipping Address:** ☐

**Please provide Shipping Address (if different from Billing Address):**

**Technical Contact name**

**Telephone number (      )**

**Email**

#### **Idemia Identity & Security USA LLC Short Form Sales Agreement**

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 5515 East La Palma Avenue, Suite 100, Anaheim, California 92807 and Town of Youngtown, an Arizona municipal corporation, ("Customer"), enter into this Sales Agreement ("Agreement"), pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated \_\_\_\_\_. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. \$5,600.00, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

**LIMITATION OF LIABILITY.** Seller shall indemnify, defend and hold harmless Customer, 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 Seller or damages to any property arising or alleged to have arisen out of the activities performed by or on behalf of Seller of the contract, except any such injury or damages arising out of the sole negligence of Customer, its officers, agents or employees.

6. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third

party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the State of Arizona or the United States. This Agreement shall be governed by the laws of the State of Arizona and a suit pertaining to this agreement shall be brought only in courts in Maricopa County, Arizona, without giving effect to choice of law principles. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

**Idemia Identity & Security USA LLC ("SELLER"):**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**NAME ("CUSTOMER")**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_



## EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

### SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

### SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

### SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation.

Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

### SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

### SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2. IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security

Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

#### **SECTION 7. TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

#### **SECTION 8. TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

#### **SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

#### **SECTION 10. CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

#### **SECTION 11. GENERAL**

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

# Town of Youngtown



## PUBLIC HEARING

**TO: COUNCIL**

**RE: MINOR GENERAL PLAN AMENDMENT FOR  
11102 W. FLORIDA AVE.**

**CASE NO.: GP2023-01**

**PROPERTY OWNER: MR. DEAN BOLTON**

**PARCEL NUMBER: 142-69-077**

**ZONING: R3 SINGLE-FAMILY DWELLING DISTRICT**

**FROM: GREGORY ARRINGTON  
COMMUNITY DEVELOPMENT MANAGER**

**DATE: SEPTEMBER 21, 2023**

## SUMMARY

Staff is recommending a Minor General Plan Amendment to change the land use classification of 7,683 square feet of property from Medium Density to Medium Density Residential with a Live/work Area land use classification.

The property is approximately 7,683 square feet of real property generally located at 11102 W. Florida Ave. abutting N. 111<sup>th</sup> Avenue.

The property is currently zoned R-3 and is currently designated as the Town's Single Family Dwelling District". The effect of the amendment is to change the plan of development for the property in the General Plan and allow for rezoning to Residential District with Neighborhood Commercial Overlay, related to the creation of Mixed-Use overlay districts for certain neighborhood commercial activities in the R-3 Single-Family Dwelling District.



## APPROVED USES

---

A building or premises in this district may be used for the residential uses permitted in the underlying residential district and any of the following neighborhood commercial (NC) uses:

Antique store;  
Art shop;  
Bakery goods store;  
Barber shop, beauty parlor, or similar personal service shop;  
Bicycle sales and repair;  
Book or gift store;  
Camera shop;  
Candy store;  
Florist;  
Furniture store;  
Neighborhood grocery store;  
Ice cream parlor;  
Jewelry store;  
Leather goods shop;  
Locksmith shop;  
Musical instrument and sheet music shop;  
Notion and five-and-ten store;  
Business or professional office;  
Photographer's or artist's studio;  
Printing shop;  
Restaurant, cafe or soda fountain;  
Shoe repair shop;  
Tailor, custom; or  
Tanning salons.

## CRITERIA FOR TEXT AMENDEMENTS

### **1. CONSISTENCY WITH GUIDING DOCUMENTS.**

The proposed text amendment supports enforcement and penalties, related to the creation of mixed-use overlay districts to permit certain neighborhood commercial activities in the R-3 single family dwelling district in the North 111<sup>th</sup> Avenue corridor.

The Town of Youngtown's 2025 General Plan set a goal to promote the community as a desirable place to live, work, and visit. The Town's proposal could aid these efforts.

### **2. COMPATIBLE WITH THE SURROUNDING AREA.**

The Town's amendment does not have one area to be compatible with. However, the proposed amendment is compatible with the goals of the Town and would assure that new and existing development is meeting the expectation of high-quality development throughout the Town.

### **3. PROMOTION OF HEALTH, SAFETY, OR GENERAL WELFARE.**

This proposed amendment promotes a healthy environment and the general welfare of Youngtown Citizens. Additionally, it promotes a more aesthetic appeal by requiring placement and design standards of the proposed neighborhood commercial district.

### **4. FACILITATION OF INFRASTRUCTURE.**

The proposed amendment does not impact the facilitation of infrastructure.

### **5. THERE ARE CHANGED CONDITIONS.**

With commercial re-development occurring along some of the most visible and most traveled corridors of the Town, it is imperative to identify areas in the ordinance that can undermine the desires of Youngtown residents.

There are existing commercial establishments that justify the need for this amendment.

### **6. EFFECT ON NATURAL ENVIRONMENT.**

The proposed amendment does not impact the natural environment.

### **7. COMMUNITY NEED.**

The proposed text amendment compliments the current aesthetic standards in the Youngtown Town Code, and advances the quality of development in Youngtown

## **ATTACHMENTS**

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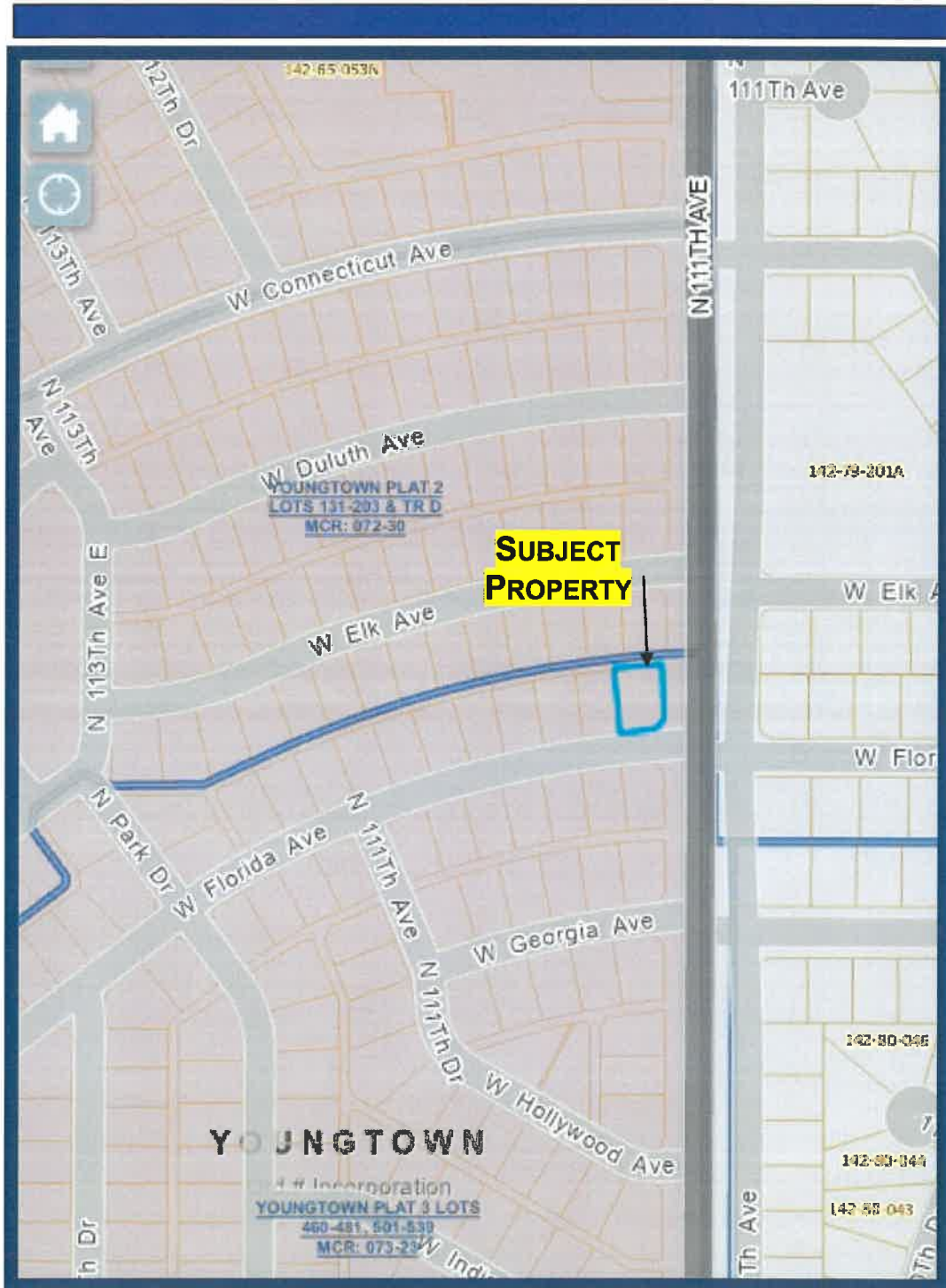
- A. Vicinity Map
- B. Zoning Map
- C. General Plan Map
- D. Site Plan

## **RECOMMENDATION**

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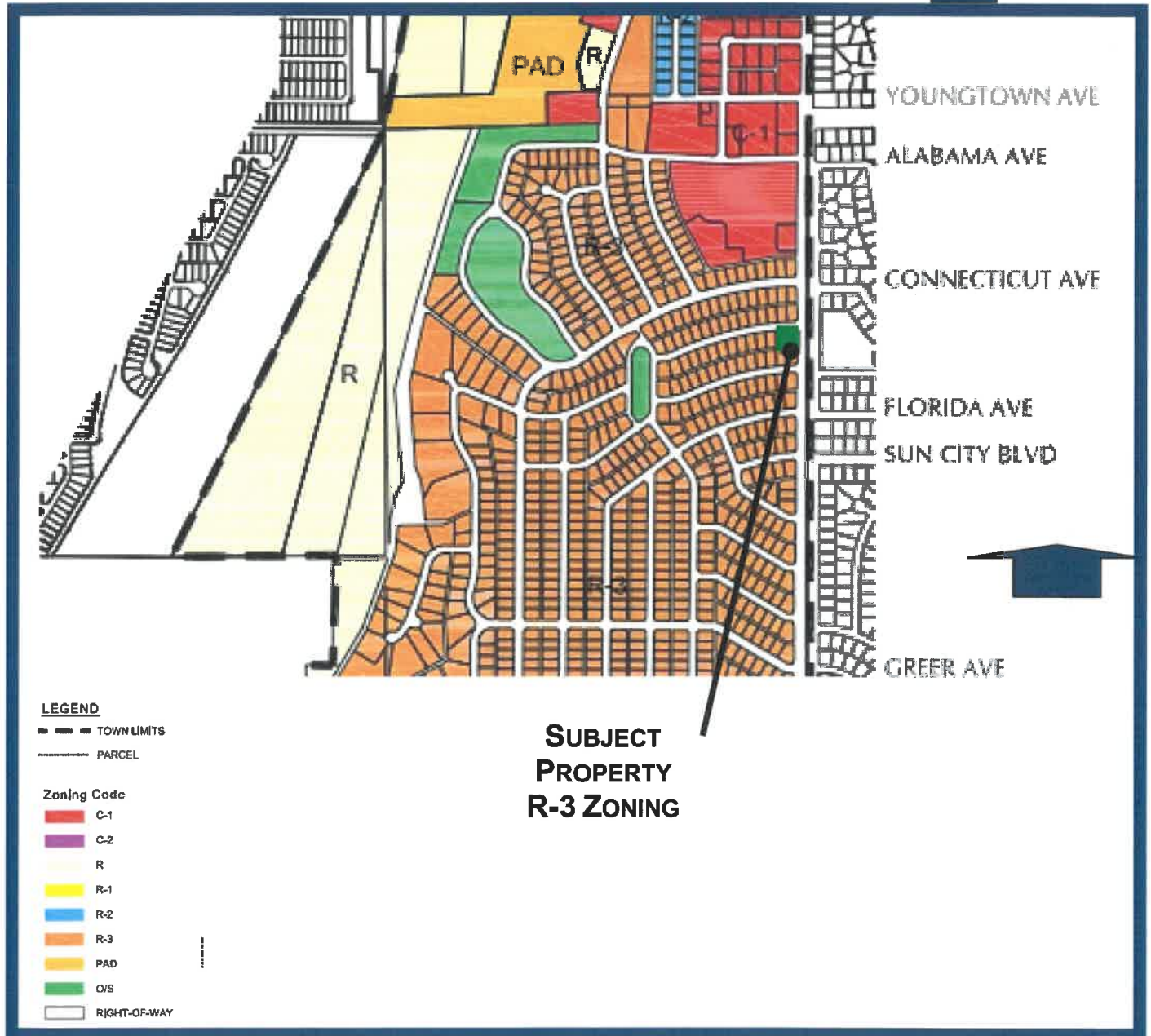
1. The Planning and Zoning Officer recommendation for the Minor General Plan Amendment is to forward to Town Council for approval.

## Vicinity Map



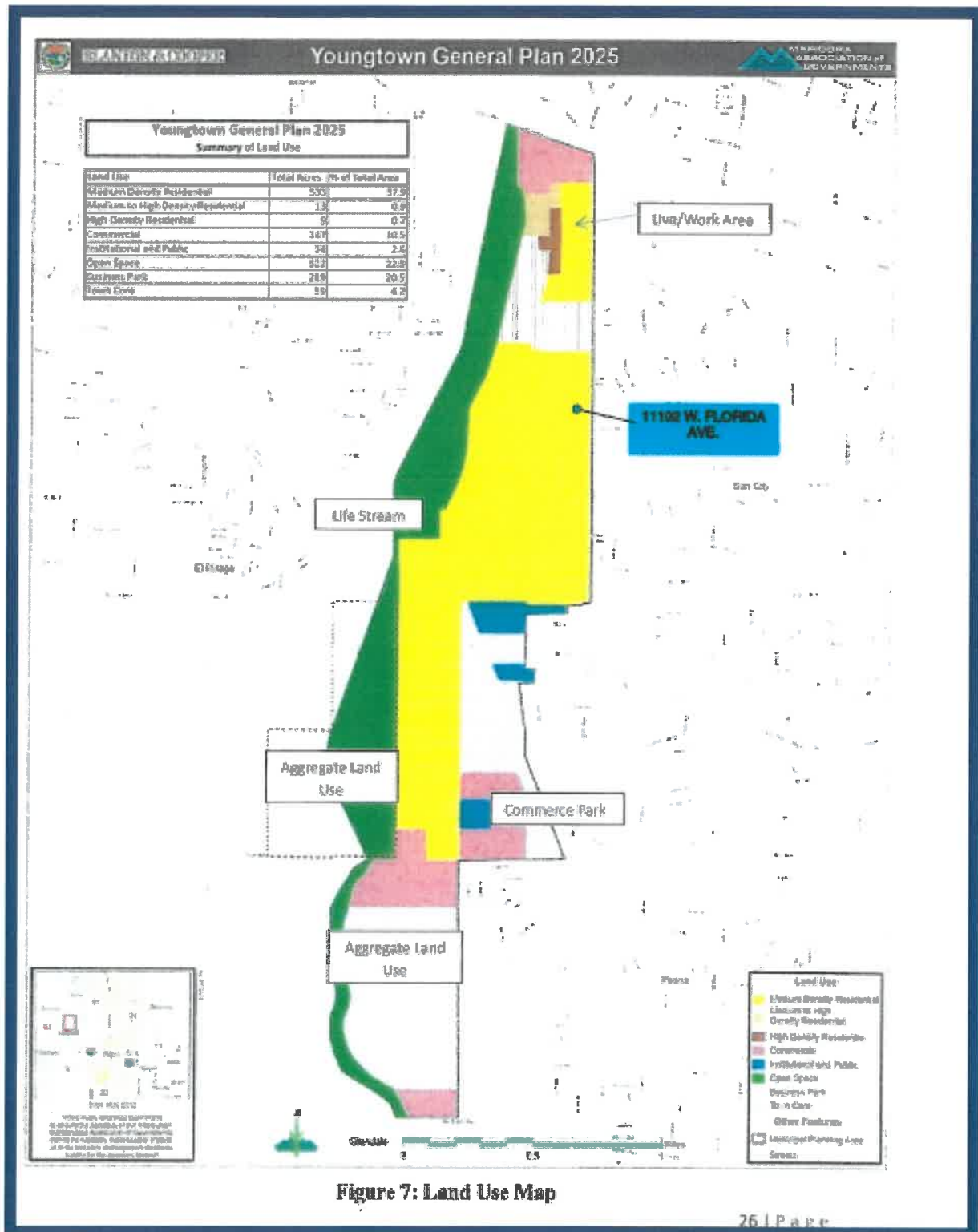
(Case No. GP2023-01)  
September 21, 2023  
Public Hearing Staff Report

# Youngtown Zoning Map





# General Plan Map



# Site Plan



(Case No. GP2023-01)  
September 21, 2023  
Public Hearing Staff Report

## **RESOLUTION NO. 2023-16**

A RESOLUTION OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE YOUNGTOWN GENERAL PLAN 2025 LAND USE MAP AS DESCRIBED IN CASE GP2023-000001, BY ADOPTING A MINOR GENERAL PLAN AMENDMENT TO CHANGE THE LAND USE CLASSIFICATION FOR 11102 W. FLORIDA AVENUE, YOUNGTOWN, AZ 85363 FROM MEDIUM DENSITY RESIDENTIAL LAND USE CLASSIFICATION IN THE TOWN'S GENERAL PLAN TO MEDIUM DENSITY RESIDENTIAL WITH A LIVE/WORK AREA LAND USE CLASSIFICATION; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS. .

WHEREAS, The Town of Youngtown has solicited and received public input regarding the proposed minor amendment to the Youngtown General Plan 2025 through notice and public hearings as required by A.R.S. § 9-461.06; and

WHEREAS, the Common Council of the Town of Youngtown has received a recommendation from the Town of Youngtown Zoning Hearing Officer regarding the proposed land use map change and General Plan text amendment;

NOW THEREFORE, BE IT RESOLVED by the Common Council of the Town of Youngtown, Arizona, that the Land Use Map of the Youngtown General Plan 2025, is hereby amended by amending the plan of development for real property generally located at 11102 W Florida Avenue Youngtown, AZ 85363 facing N. 111<sup>TH</sup> Avenue from medium density residential land use classification to medium density residential with a live/work area land use classification, as set forth in the Legal Description and General Plan Exhibit (Map), Exhibits 1 and 2 respectively, both of which are attached hereto and incorporated herein by this reference. .

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this 21th day of September, 2023.

---

Michael LeVault, Mayor

ATTEST:

---

Nicole Smart, Town Clerk

APPROVED AS TO FORM:

---

Trish Stuhan, Pierce Coleman, PLLC  
Town Attorney



The following exhibits are attached hereto and incorporated herein:

1. Legal Description
2. General Plan Exhibit (map)

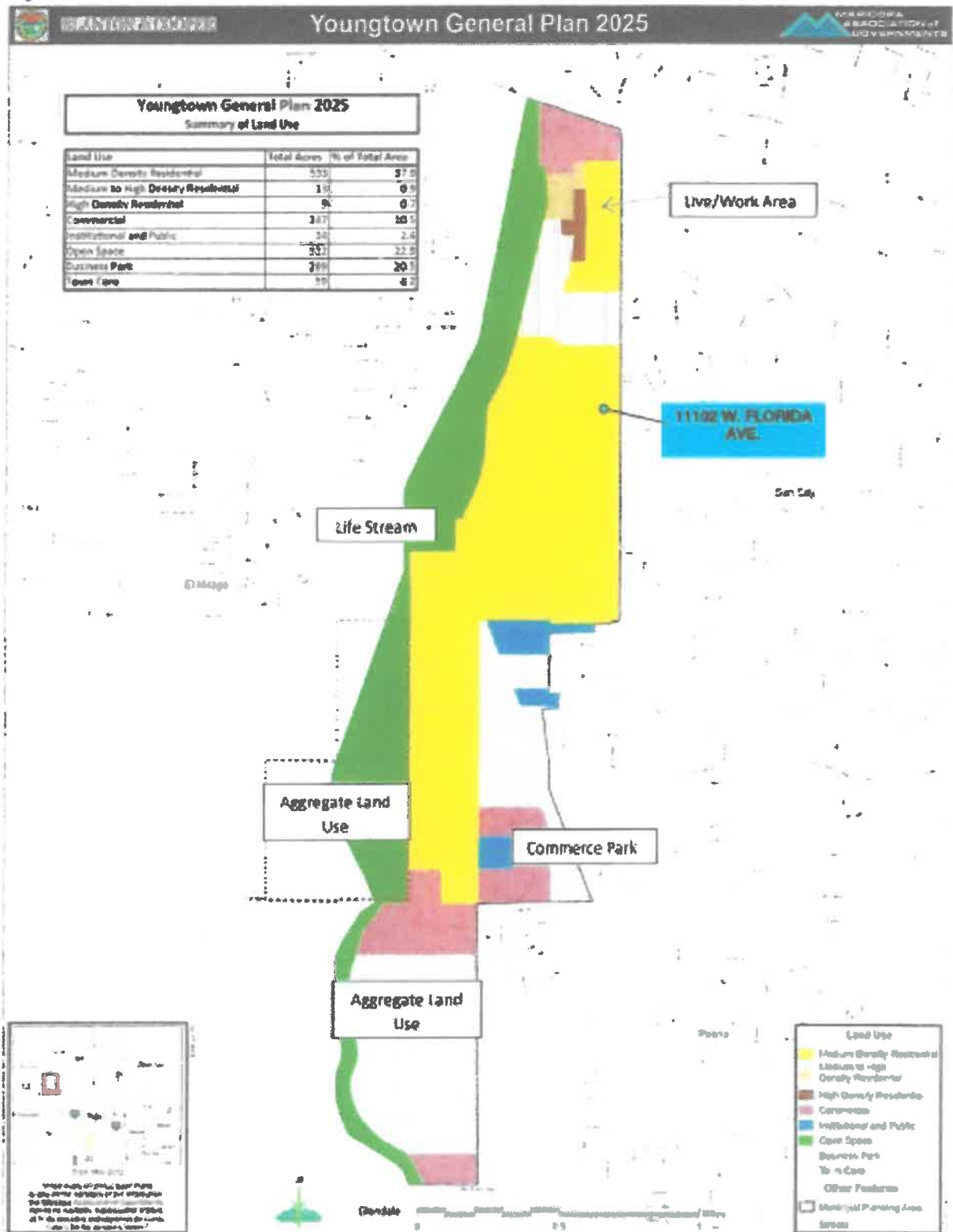
## **Exhibit 1**

### **Legal Description for Area of Amendment**

Lot 300, Youngtown Plat 3, according to the plat of record in the Office of County Recorder of Maricopa County, Arizona, recorded in Book 73 of Maps, Page 23.

## Exhibit 2

### General Plan (Map)



# Town of Youngtown



## PUBLIC HEARING

**TO: COUNCIL**

**RE: PUBLIC HEARING ON THE REZONING OF  
11102 W. FLORIDA AVENUE**

**PROPERTY OWNER: MR. DEAN BOLTON**

**PARCEL NUMBER: 142-69-077**

**FROM: GREGORY ARRINGTON  
COMMUNITY DEVELOPMENT MANAGER**

**DATE: SEPTEMBER 21, 2023**

### SUMMARY

Staff is recommending the rezoning of 7,683 square feet of property from Residential Single-Family (R-3) to Residential District with Neighborhood Commercial Overlay.

The property is approximately 7,683 square feet of real property generally located at 11102 W. Florida Ave. abutting N. 111<sup>th</sup> Avenue.

The property is currently zoned R-3 and is currently designated as the Town's Single Family Dwelling District".

## **ATTACHMENTS**

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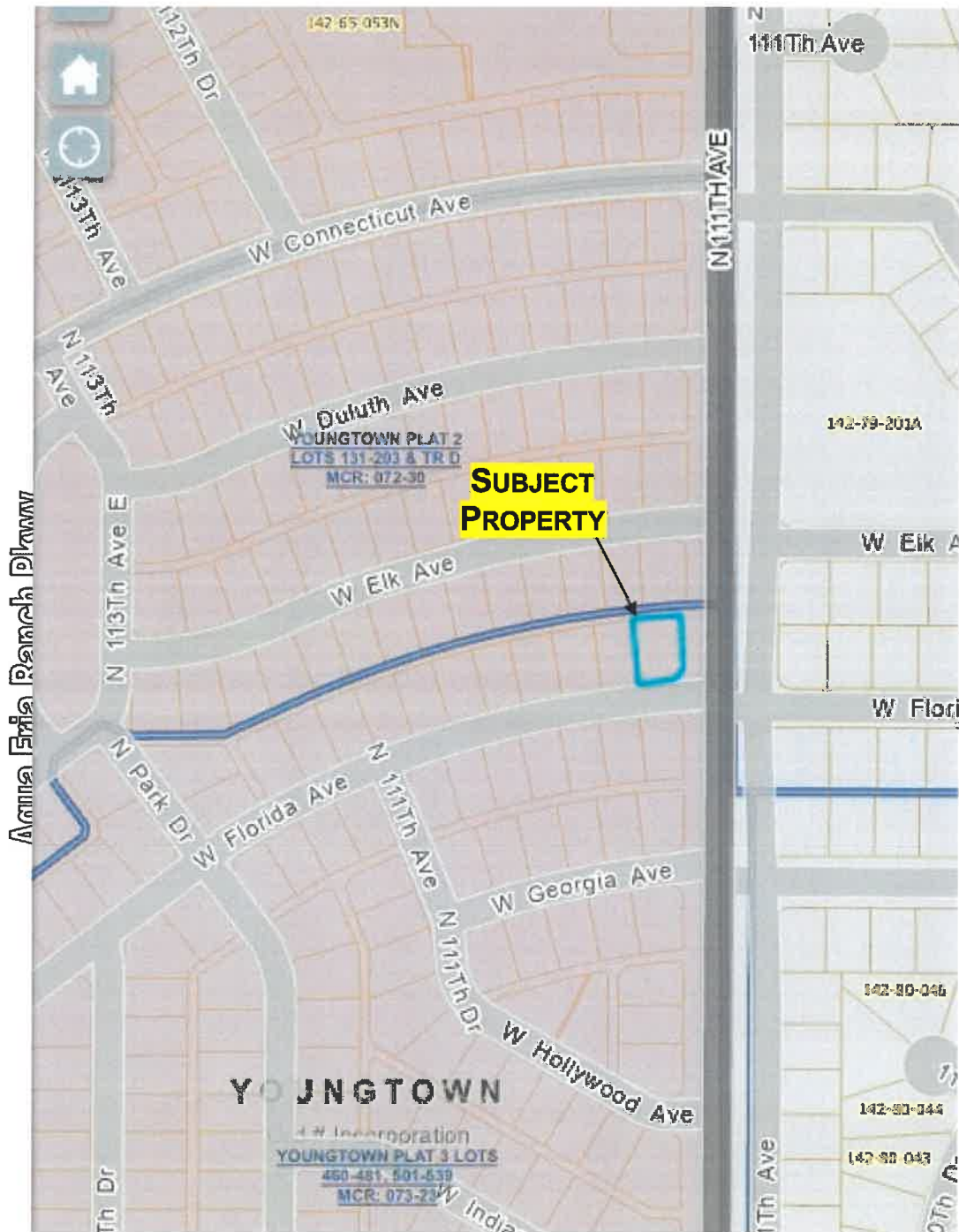
- A. Vicinity Map
- B. Zoning Map
- C. Site Plan

## **RECOMMENDATION**

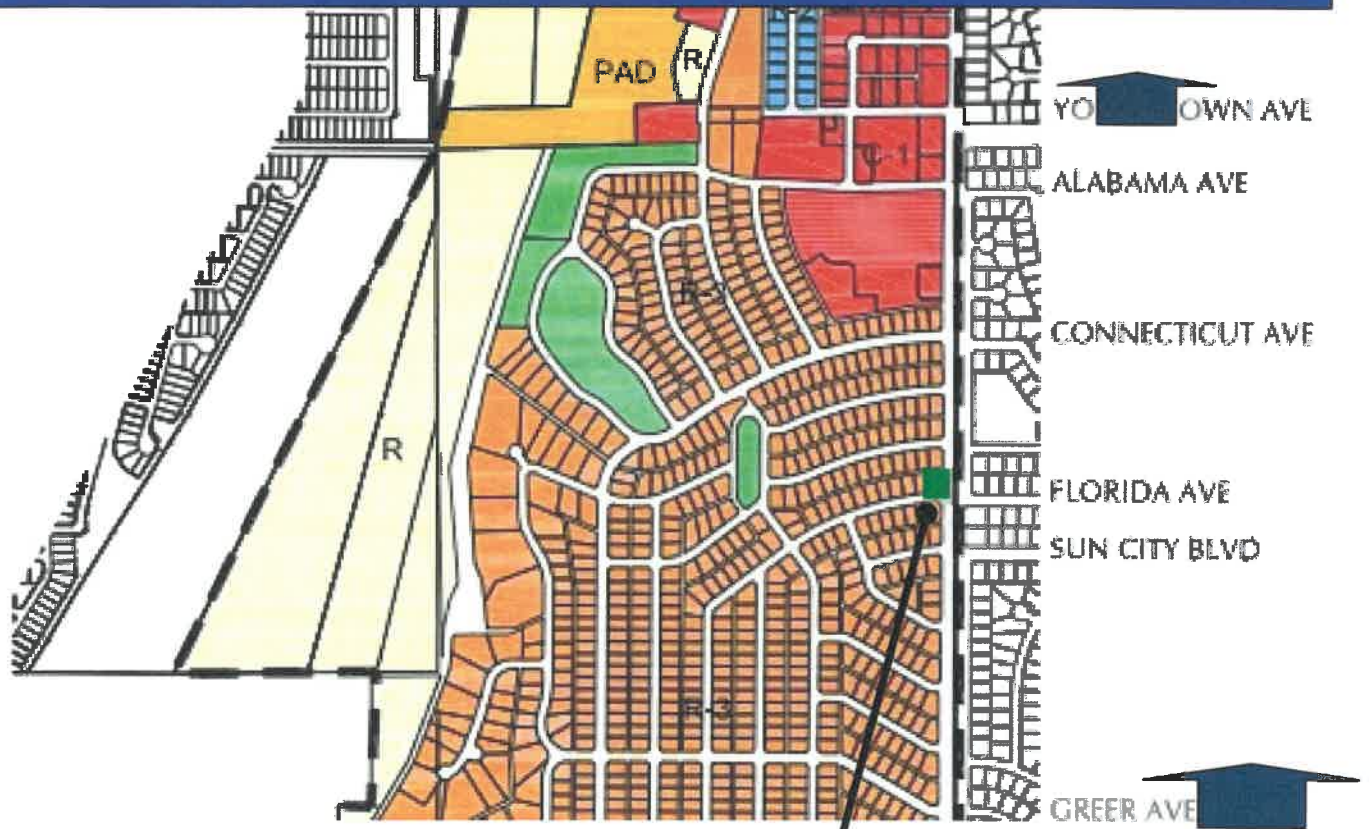
---

1. The Planning and Zoning Hearing Commissioner recommendation to forward to Town Council for approval.

# Vicinity Map



# Youngtown Zoning Map



## LEGEND

--- TOWN LIMITS

--- PARCEL

### Zoning Code

C-1

C-2

R

R-1

R-2

R-3

PAD

O/S

RIGHT-OF-WAY

**SUBJECT  
PROPERTY  
R-3 ZONING**



# Site Plan





## **ORDINANCE NO. 2023-04**

AN ORDINANCE OF THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN, ARIZONA, AMENDING THE OFFICIAL ZONING MAP OF THE TOWN OF YOUNGTOWN BY CHANGING THE ZONING CLASSIFICATION OF PROPERTY CONSISTING OF APPROXIMATELY 0.176 ACRES, LOCATED AT 11102 W. FLORIDA AVENUE IN ZONING CASE Z2023-04 FROM TOWN OF YOUNGTOWN SINGLE FAMILY DWELLING (R-3) ZONING DISTRICT TO SINGLE FAMILY DWELLING (R-3) WITH A NEIGHBORHOOD COMMERCIAL OVERLAY (R-NC OVERLAY); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR NON-SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, by adoption of this Ordinance, the Town Council desires to permit mixed use development to further economic development opportunities; and

WHEREAS, the Town Council has determined that this amendment to the Official Zoning Map conforms with the Town of Youngtown General Plan; and

WHEREAS, all required public notices were provided and all required public meetings and hearings were held in accordance with applicable state and local laws;

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

### **Section I. In General.**

1. The Official Zoning Map of the Town of Youngtown, Arizona, is hereby amended by changing the zoning classification of property consisting of approximately 0.176 acres described in the legal description, Exhibit 1 and shown on the Zoning Exhibit (map) in Exhibit 2 (the "Property"), both attached hereto and incorporated herein by this reference, from Town of Youngtown single family dwelling (R-3) zoning district to Town of Youngtown single family dwelling (R-3) with a neighborhood commercial overlay (R-NC Overlay).

2. The Property shall be used and developed in accordance with the Zoning Code of the Town of Youngtown and development of the Property shall be in conformance with the Residential Districts with Neighborhood Commercial Overlay Design Guidelines approved by Council and on file with the Town Clerk.

### **Section II. Providing for Repeal of Conflicting Ordinances.**

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

### **Section III. Providing for Non-Severability.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then this entire ordinance is invalid and shall have no force or effect.

Section IV. Providing for Penalties.

Any person found in violation of any provision of this Ordinance shall be responsible under Section 17.04.110 of the Town Zoning Code for a class one misdemeanor punishable by a fine of no more than two thousand five hundred dollars (\$2,500.00) or by imprisonment for a term not exceeding six (6) months, or by both such fine and imprisonment.

PASSED AND ADOPTED by the Common Council of the Town of Youngtown, Arizona, this 21<sup>st</sup> day of September, 2023, by the following vote:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_ ABSENT: \_\_\_\_\_

EXCUSED: \_\_\_\_\_ ABSTAINED: \_\_\_\_\_

APPROVED this 21st day of September, 2023.

\_\_\_\_\_  
Michael E. LeVault, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

I, NICOLE SMART, TOWN CLERK, DO HEREBY CERTIFY THAT A TRUE AND CORRECT COPY OF THE ORDINANCE NO. 2023-04 ADOPTED BY THE COMMON COUNCIL OF THE TOWN OF YOUNGTOWN ON THE 21ST DAY OF SEPTEMBER, 2023, WAS POSTED IN FOUR PLACES ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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

The following exhibits are attached hereto and incorporated herein:

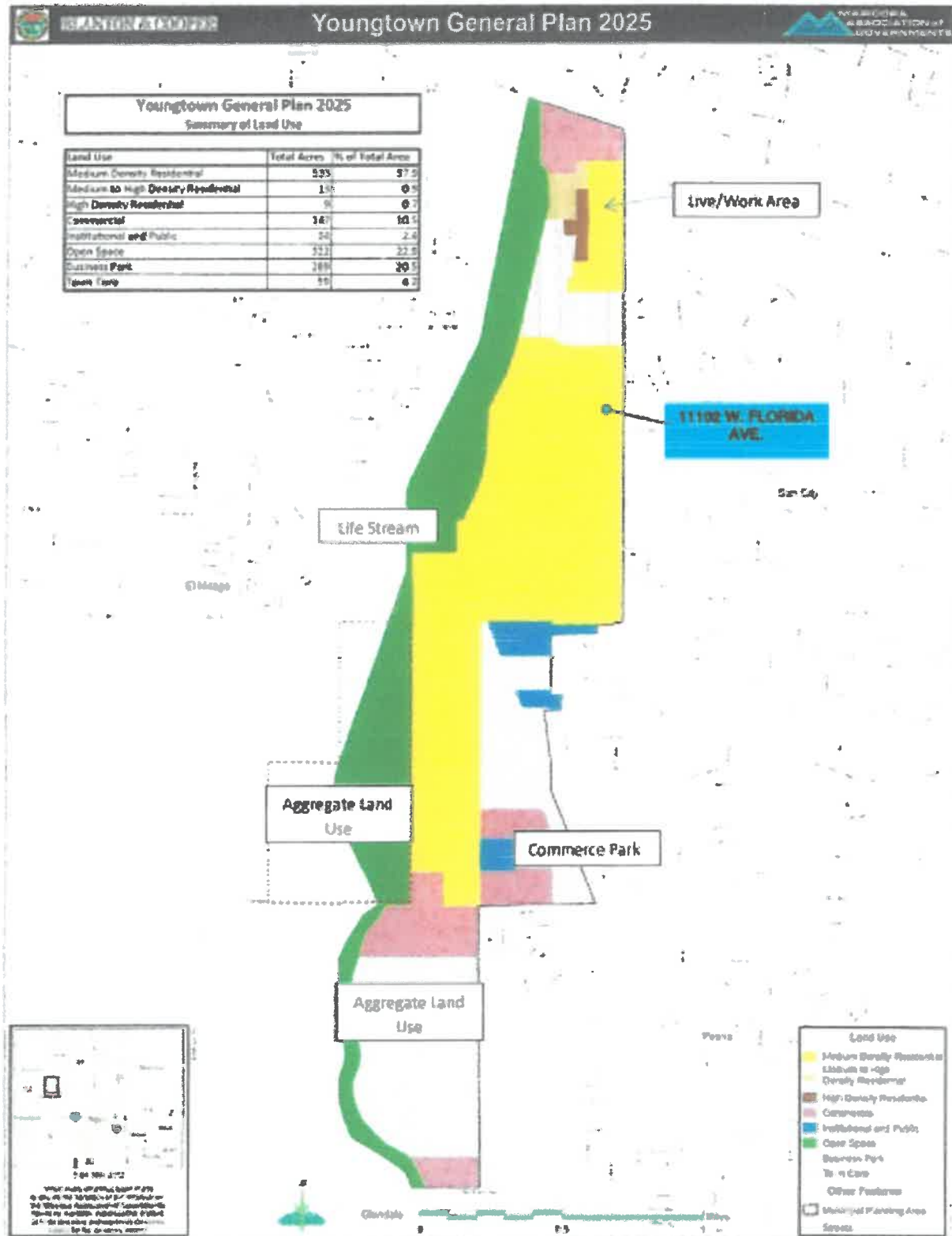
1. Legal Description
2. Zoning Exhibit (map)

Exhibit 1:  
Legal Description

Legal Description for Area of Amendment

Lot 300, Youngtown Plat 3, 0.176 acres, according to the plat of record in the Office of County Recorder of Maricopa County, Arizona, recorded in Book 73 of Maps, Page 23.

## Exhibit 2: Zoning Exhibit (Map)



**Figure 7: Land Use Map**



## TOWN COUNCIL ACTION FORM

**SUBJECT:** Request for recommendation to Arizona Department of Liquor License and Control for a Liquor License Application, Series 10 for beer and wines sales, for Youngtown Family Market, LLC.

**STAFF PRESENTER:** Nicole Smart, Town Clerk

**RECOMMENDATION:** This was an established business that has changed hands giving cause for a new application, therefore the staff recommendation is to approve as requested pending any objections from the community.

**COMMUNITY BENEFIT:** An established business can continue to operate in the usual manner.

**DISCUSSION:** Notice of application was received from the Arizona Department of Liquor Licenses and Control on July 26, 2023 of the application of the Youngtown Family Market, LLC. for a Series 10 liquor license for the sale of beer and wine. Notice was posted on August 11, 2023 at the business as required. The applicant has completed the "ABC – Arizona Business Council for Alcohol Education" training on July 20, 2023. 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.

**FISCAL IMPACT:** Not applicable.

**REVIEWED BY:**

**PREPARED BY:**

\_\_\_\_\_  
per email  
Trish Stuhan, Town Attorney

\_\_\_\_\_  
Jeanne Blackman, Town Manager

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



Arizona Department of Liquor Licenses and Control  
800 W Washington 5th Floor  
Phoenix, AZ 85007-2934  
www.azliquor.gov  
(602) 542-5141

**AFFIDAVIT OF POSTING**

Date of Posting: 08/11/2023 Date of Posting Removal: 08/31/2023

Applicant's Name: Baldenegro Edgar Ivan  
Last First Middle

Business Address: 12238 N 111th Avenue Youngtown 85363  
Street City Zip

License #: 252331

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

Nicole Smart Town Clerk 623-933-8286  
Print Name of City/County Official Title Phone Number

Nicole Smart 8/11/2023  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents.  
If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

# **NOTICE**

## **APPLICATION TO SELL ALCOHOLIC BEVERAGES**

**DATE POSTED:** 08/11/2023

A HEARING ON A LIQUOR LICENSE APPLICATION SHALL BE HELD BEFORE THE  
**Youngtown Town Council**

**PLACE** Town Council Chambers  
12033 N. Clubhouse Square

**DATE/TIME** 09/21/2023 at 5:30 p.m.

**HEARING DATES SUBJECT TO CHANGE, TO VERIFY CALL:** (623) 933-8286

THE LOCAL GOVERNING BODY WILL RECOMMEND TO THE STATE LIQUOR BOARD WHETHER THE BOARD SHOULD GRANT OR DENY THE LICENSE. THE STATE LIQUOR BOARD MAY HOLD A HEARING TO CONSIDER THE RECOMMENDATION OF THE LOCAL GOVERNING BODY. ANY PERSON RESIDING OR OWNING OR LEASING PROPERTY WITHIN A ONE-MILE RADIUS MAY CONTACT THE STATE LIQUOR BOARD IN WRITING TO REGISTER AS A PROTESTER. TO REQUEST INFORMATION REGARDING PROCEDURES BEFORE THE BOARD AND NOTICE OF ANY BOARD HEARINGS REGARDING THIS APPLICATION, CONTACT THE **STATE LIQUOR BOARD:** 800 W. WASHINGTON, 5TH FLOOR, PHOENIX, AZ. 85007 (602) 542-9789

INDIVIDUALS REQUIRING ADA ACCOMMODATIONS CALL - LOCAL GOVERNING BODY: (623) 933-8286

STATE LIQUOR DEPT. (602) 542-9789

POST ONE COPY OF THE APPLICATION FORM BELOW THIS NOTICE.

Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.  
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.  
A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

**Edgar Baldenegro**

Full Name (please print)

*Edgar Baldenegro*

Signature

**07/20/2023**

Training Completion Date

**07/19/2026**

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**ABC – Arizona Business Council for Alcohol Education**

Company Name

**8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021**

Mailing Address

**(602) 285-1396**

Daytime Contact Phone Number

I, **Jesus Altamirano**, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. § 4-112(G)(2) and Arizona Administrative Code (A.A.C.) R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Jesus Altamirano*  
Instructor Signature

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensee, agent and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.



# Certificate of Completion

## For

### Off Premise Basic course (2 hours)

<input type="checkbox"/>	On-sale
<input checked="" type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

JUL 21 Lqr. Lic. #1957

Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

### Student Information

**Edgar Baldenegro**

Full Name (please print)

*Edgar Baldenegro*

Signature

**July 20, 2023**

Training Completion Date

**July 20, 2026**

Certificate Expiration Date  
(three years from completion date)

### Training Provider Information

**AzLiquorTraining.com**

Company Name

**536 E. Wagon Bluff Drive, Tucson, AZ 85704**

Mailing Address

**(520) 235-5684**

Daytime Contact Phone Number

**KEVIN A. KRAMER (ON LINE)**

Instructor Name (please print)

I, KEVIN A. KRAMER (ON LINE), certify that the above named individual did successfully complete Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 including training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Kevin A. Kramer*

Instructor Signature

**20 / 07 / 2023**  
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor licensed business of a series listed below

State Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)  
Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

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Questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

LC:

Amount:

23 JUL 20 Lir. Lic. AM 9 08



## AGENT/CONTROLLING PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

DLLC USE ONLY

Job #:	252331
Date Accepted:	7-20-2023
CSA:	Chay

Type or Print with **Black Ink**

805-407

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A **BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.**

1. Check the  
Appropriate  
Box →

☒ Agent

☒ Controlling Person

2. Name: Baldenegro Edgar Ivan Birth Date: 09/16/1987  
Last First Middle (NOT a public record)
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ
4. Place of birth: [REDACTED] Height: [REDACTED] Weight: [REDACTED] Hair: [REDACTED]  
City State COUNTRY
5. Name of current/most recent spouse: W2-Morales Adriana Birth Date: 08/28/1985  
Last First Middle (NOT a public record)
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ yes, what is your date of residency? 20 years
7. Daytime telephone number: [REDACTED] Email address: [REDACTED]
8. Premises Name: Youngtown Market Business Phone: Pending
9. Premises Address: 12238 N. 111th Ave Youngtown AZ 85363  
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
Feb 2021	CURRENT	Mechanic	Pomana Mufflers
July 2011	Jan 2021	Loading dept.	AZZ galvanizing
			12230 N 11th Ave Youngtown AZ 85363
			15775 W Elwood St Goodyear AZ 85338

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
Jun 2023	CURRENT				
March 2021	Jun 2023				
Feb 2013	Feb 2019				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. Yes ☐ No ☒
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202.4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Edgar Balenegro hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: 7-10-23

**NO INSERT**