

**CITY CLERK
ORIGINAL**

**C-9121
06/24/2014**

ADOT CAR No.: IGA /JPA14-0004032-I
AG Contract No.: P001-2014001006
Project: Landscape Construction and
Maintenance
Section SR 303, Camelback Road to
Glendale Avenue
Federal-aid No.: 303-A-NFA
ADOT Project No.: H8602 01D 01C
TIP/STIP No.: DOT14-151
**CFDA No.: 20.205 Highway Planning and
Construction**
Budget Source Item No.: 43814

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date June 30, 2014, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as the "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement on behalf of the City.

3. The State will design and construct a project to add landscaping to the existing roadway along State Route (SR) 303L, between Camelback Road (centerline roadway station 519+00) to Glendale Avenue (centerline roadway station 624+00), a net distance of approximately 2.0 miles, (the "State's Project") The purpose of this Agreement is to detail the City's costs associated with the design and construction of the irrigation distribution waterline, hereinafter referred to as the "Project", as depicted in the Project attachments, and each Party's responsibilities related to landscape maintenance of the State's Project, shown in the Landscape Maintenance Exhibit, attached hereto and made a part hereof.

4. The Parties hereto agree to and acknowledge the following conditions: the Parties shall perform their responsibilities consistent with this Agreement, and any change or modification to the Project will only occur with the mutual written consent of both Parties

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

The federal funds will be used for the Project, including the design, and construction administration costs (CE). The estimated Project costs are as follows:

H8602 01D ADOT Project Management & Design Review (PMDR) Cost:

Local funds @ 100% capped \$ 8,700 00

H8602 01C (construction):

Local funds @ 100% capped \$ 111,300 00

TOTAL Project Cost \$ 120,000.00

The Parties acknowledge that the final bid amount may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

II. SCOPE OF WORK

1. The State will:

a. Prepare to state standards design plans, specifications and other such documents and services ("Project Documents") required for the bidding and construction of the landscape and irrigation Project. Submit same to the City for the City's concurrence.

b. Upon execution of this Agreement and prior to Project advertisement, invoice the City **\$8,700.00**, for the estimated design costs and **\$111,300.00** for the associated construction costs of the irrigation distribution waterline. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review and construction costs.

c. Upon receipt of the City's concurrence of the Project Documents and receipt of the City's funds, advertise for bids and award one or more construction contracts for the Project. Administer the contract(s) and make all payments to the contractor(s). Be responsible for any contractor claims for additional compensation caused by or attributable to the State.

d. Provide decomposed granite, plants and/or seeding in the areas designated to be maintained by the City and shown on the Landscape Maintenance Exhibit, attached hereto and made a part hereof.

e. Upon completion of the Project's construction phase and during the contractor's maintenance and warranty period, be responsible, through its contractor, for maintenance of the landscaping, landform graphics, and the irrigation and electrical systems.

f. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the Project documents and has been satisfactorily completed

g. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as the Landscape Establishment Phase, assume responsibility for maintenance of landscaping, landform graphics, and pay for irrigation system electric, including all testing adjusting,

repairing and operation of the irrigation system in the areas designated for the State to maintain on the attached Landscape Maintenance Exhibit.

h. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying pesticides to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

i. Grant or confirm, per established procedures of the State's Phoenix Maintenance District Permit Office, that the City has a valid annual city-wide Blanket Permit on file, for routine/normal landscape maintenance and emergency maintenance work provided by the City within the State's rights of way. Agree any new construction or installation shall require a separate permit through the State's Phoenix Maintenance District Permit Supervisor, as per the Phoenix Maintenance District's established procedures.

j. Upon completion of construction, invoice or reimburse the City for the actual construction costs of the Project

k. Not be obligated to maintain the specified City portions of said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

l. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

2. The City will:

a. Review the design documents required for construction of the Project and provide comments to the State as appropriate. Be responsible for any contractor claims for additional compensation caused by or attributable to the City.

b. Upon execution of this Agreement and receipt of an invoice from the State, pay a total of **\$120,000.00**, within thirty (30) days for the estimated costs associated with the **\$8,700.00** for design and **\$111,300.00**, for construction of the irrigation distribution waterline.

c. Be responsible for any difference between the estimated and actual Project design and construction costs.

d. Furnish all water at the design pressures stated in the design plans, for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, at the City's expense.

e. Agree to bear all costs of switching over the water lines for reclaimed and/or remediated water in the future for the landscaping, in the event the City elects to switch to reclaimed and/or remediated water, in the City's sole discretion. When the water lines switch over to reclaimed or remediated water, the water pressure range and volume will be consistent with the design parameters required for the landscaping. Reclaimed and/or remediated water shall be treated as required to ensure horticultural suitability as determined by the State.

f. Be responsible for all associated costs to incorporate the reclaimed and remediated water for the Project, in the event the City elects to switch to reclaimed and/or remediated water, in the City's sole discretion. Be responsible for operational and maintenance costs of the reclaimed and remediated water system which includes but is not limited to: booster-pumps, filters, and other reclaimed/remediated

features. Be responsible for repairing any disturbance of existing landscaping including but not limited to vegetation, decomposed granite, rock mulch, landform graphics and existing irrigation.

g. At the conclusion of the contractor's maintenance and warranty period, referred to in the construction contract as the Landscaping Establishment Phase, assume responsibility for maintenance of landscaping, landform graphics, decomposed granite and/or seeding including all testing adjusting repairing and operation of the irrigation system in areas designated for the City on the attached Landscape Maintenance Exhibit. At this time, the City shall assume responsibility of paying for the irrigation system electrical power necessary to operate the City's irrigation controllers and, if applicable, any booster pumps.

h. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying pesticides to combat diseases and other pests, pruning and replanting as required to maintain the landscaping

i Upon completion of the Project, if necessary and upon receipt of an invoice from the State, reimburse the State for the actual construction costs of the Project.

j. Obtain, per established procedures of the State's Phoenix Maintenance District Permit Office, a valid annual city-wide Blanket Permit for the routine/normal maintenance and emergency maintenance work provided by the City within the State's rights-of-way. Comply with all applicable permit and Certificate of Insurance requirements. Agree that any new construction or installation shall require a separate permit as per the Phoenix Maintenance District's established procedures, copies of which may be obtained through the Phoenix Maintenance District Office referenced herein

k. Comply with the 2009 Manual on Uniform Traffic Control Devices (MUTCD) (or latest edition) as published by the Federal Highway Administration (FHWA) and the current Arizona Supplement, as per Arizona Revised Statutes § 28-641, during all maintenance operations conducted by the City on State highway rights-of-way. Traffic Control plans will be reviewed and/or approved by and through the Arizona Department of Transportation (ADOT), Phoenix Maintenance District Permits Office

l. Not permit or allow any encroachments upon or private use of the public right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

m. Hereby grant to the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities for the Project, including without limitation, temporary construction easements or temporary rights of entry on, to and over City's rights-of-way

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of (1) the Project construction and (2) related payments, deposits or reimbursement are made, except any provisions for maintenance shall be perpetual, unless assumed by another competent entity. Further, this Agreement may be cancelled at any time prior to the award of the Project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to maintain or complete the Project.

2. To the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all

liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement; and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by (a) the State, any of its departments, agencies, officers and employees, or its independent contractors; or (b) the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

4. The cost of the Project under this Agreement includes applicable indirect costs approved by the Federal Highway Administration (FHWA).

5. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

6. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

7. To the extent applicable under law, the provisions set forth in Arizona Revised Statute §§ 35-214 and 35-215 shall apply to this Agreement.

8. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 09-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

9. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph

10. In the event of any controversy which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

11. The Parties shall comply with the applicable requirements of Arizona Revised Statutes § 41-4401 and Title 34 of the Arizona Revised Statutes.

12. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E

City of Glendale
City Manager's Office
5850 West Glendale Avenue

Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

Glendale, AZ 85301
Fax: (623) 847-1399

14. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By *Brenda S. Fischer*
BRENDA S. FISCHER, ICMA-CM
City Manager

By *Dallas Hammit*
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

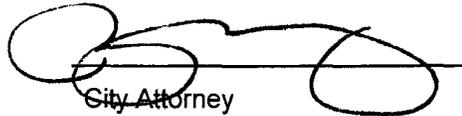
By *Pamela Hanna*
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 25th day of July, 2014


City Attorney

J.P.A. No. xxx
1GA-14-0004032-I

**SR 303L Camelback Road to Glendale Avenue
LANDSCAPE & IRRIGATION
303 MA 106 H8602 01C**

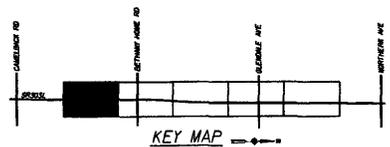
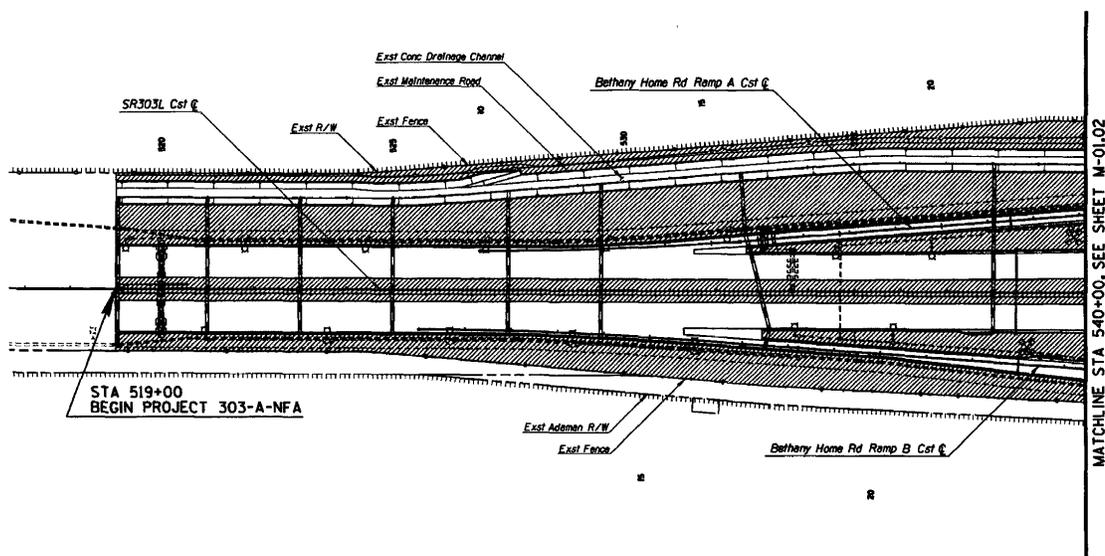
PRELIMINARY LANDSCAPE MAINTENANCE EXHIBIT
December 2013

ADOT

TOTAL MAINTENANCE AREA

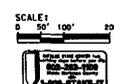
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City of Glendale	xx ACRES

TASK NUMBER	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	303-A-NFA	1	5	
303 MA 106					



KEY

Sym	ADOT Landscape Maintenance Area
Sym	City of Glendale Landscape Maintenance Area



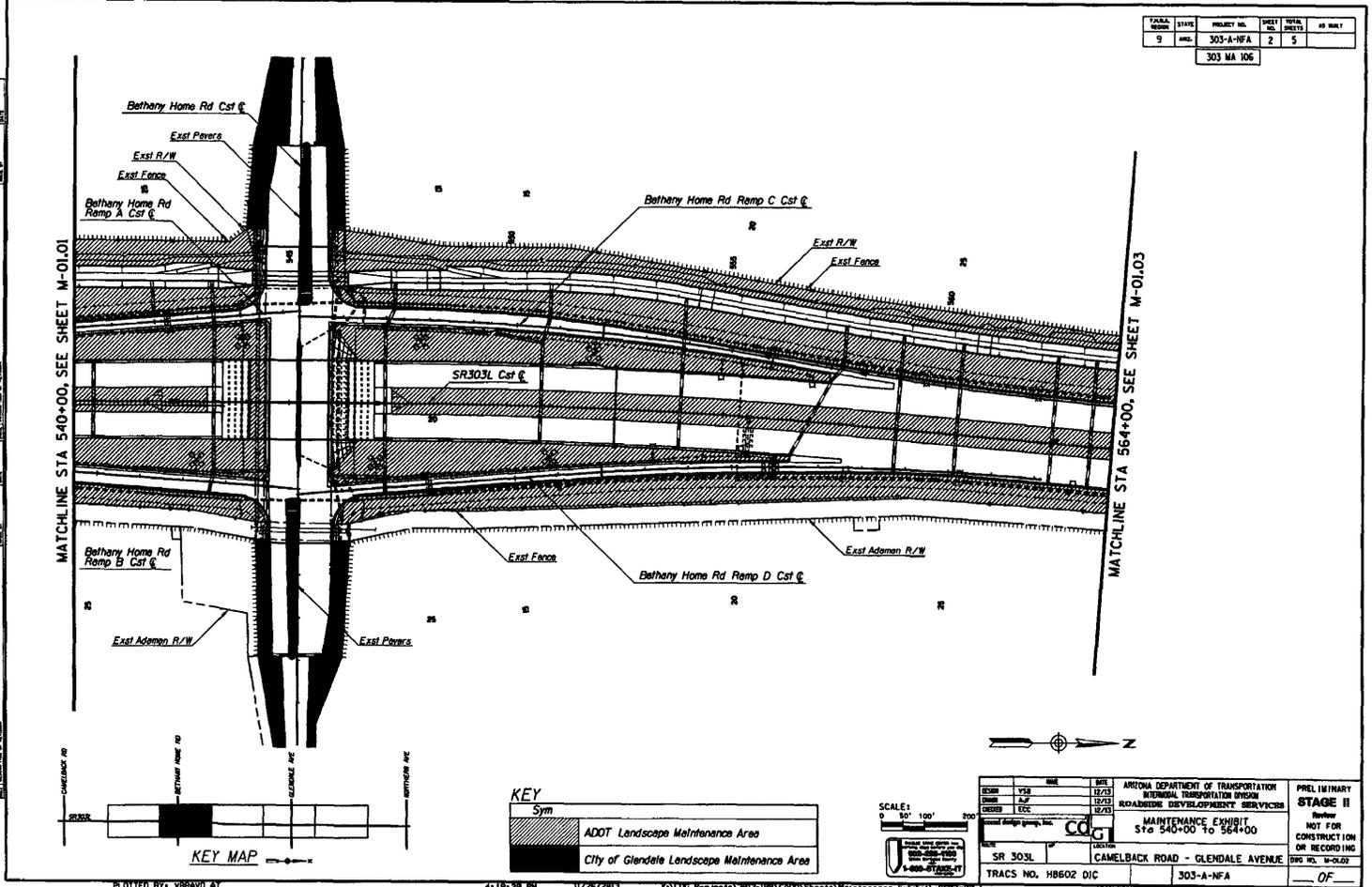
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DESIGN	12/13	INTERNAL TRANSPORTATION DIVISION	STAGE II
CHECKED	12/13	ROADSIDE DEVELOPMENT SERVICES	NOT FOR CONSTRUCTION OR RECORDING
DESIGNED BY	CCG	MAINTENANCE EXPERT	
PROJECT	SR 303L	STATIONING	Sta 519+00 TO 540+00
TRACS NO.	HB602 OIC	PROJECT NO.	303-A-NFA
		DWG NO.	M-51.02
		DATE	07

PLOTTED BY: YBRAVO AY

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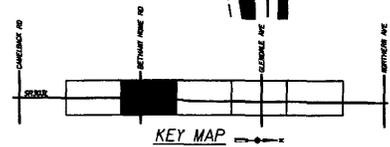
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FED. AID DIST. NO.	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	303-A-NFA	2	5	
303 MA 106					



MATCHLINE STA 540+00, SEE SHEET M-01.01

MATCHLINE STA 564+00, SEE SHEET M-01.03



KEY MAP

KEY

	ADOT Landscape Maintenance Area
	City of Glendale Landscape Maintenance Area

SCALE: 1" = 100'

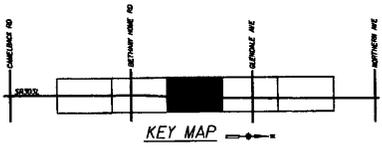
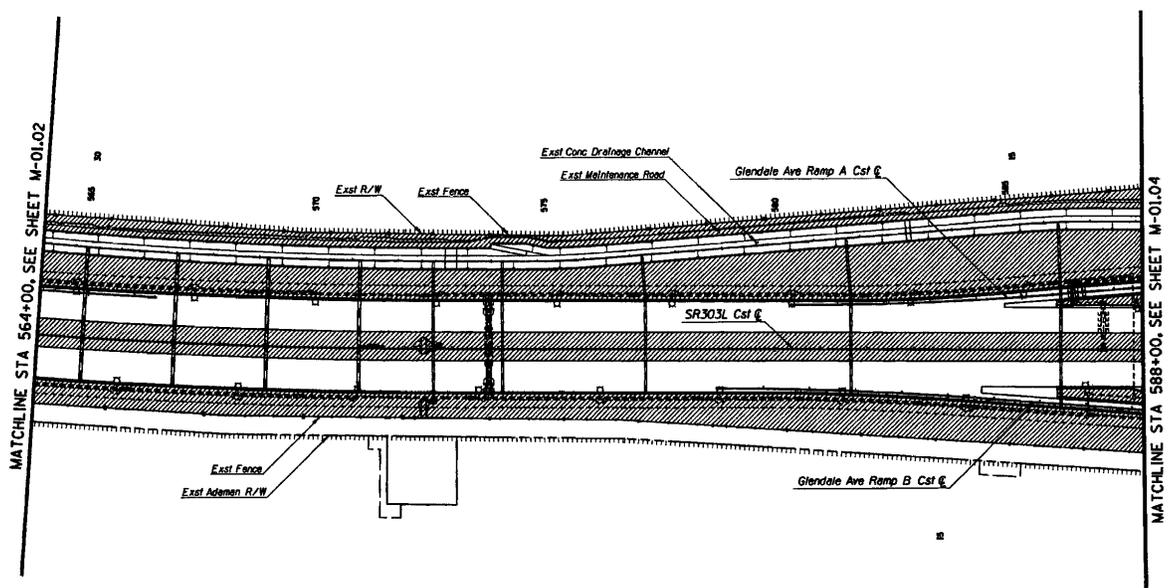
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DESIGNED	12/23	12/23	INTERNAL TRANSPORTATION DIVISION	STAGE II
CHECKED	12/23	12/23	ROADSIDE DEVELOPMENT SERVICES	Review
			MAINTENANCE EXHIBIT	NOT FOR CONSTRUCTION OR RECORDING
			Sta 540+00 To 564+00	DATE: 12-23-23
PROJECT NO.	SR 303L	CAMELBACK ROAD - GLENDALE AVENUE	303-A-NFA	OF
TRACS NO.	H8602 DIC			

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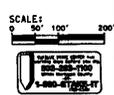
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303 MA 106					

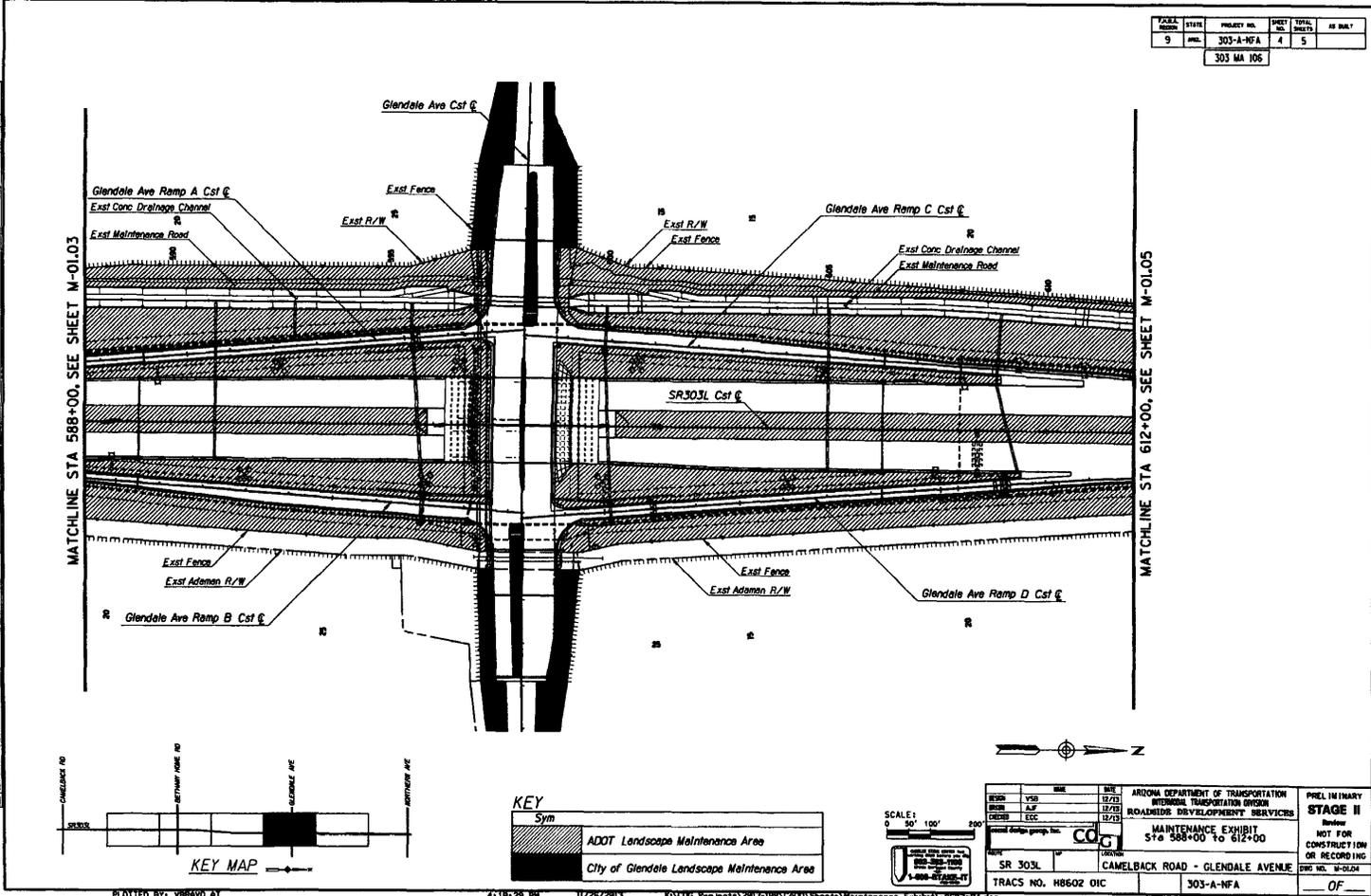


Sym	Description
[Hatched Pattern]	ADOT Landscape Maintenance Area
[Solid Black]	City of Glendale Landscape Maintenance Area



ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION ROADWORK DEVELOPMENT SERVICES MAINTENANCE EXHIBIT STA 564+00 TO 588+00	STAGE II Review NOT FOR CONSTRUCTION OR RECORDING
SR 303L CAMELBACK ROAD - GLENDALE AVENUE	TRACS NO. H8602 OIC 303-A-NFA OF

DATE	BY	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9 APR		303-A-NFA	4	5	
303 MA 106					



KEY

Sym	ADOT Landscape Maintenance Area
	City of Glendale Landscape Maintenance Area

DESIGN	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION	PRELIMINARY
BY	12/12	INTERMODAL TRANSPORTATION DIVISION	STAGE II
CHKD	12/12	ROADSIDE DEVELOPMENT SERVICES	Review
DATE	12/12		NOT FOR CONSTRUCTION OR RECORDING
SR 303L		CAMELBACK ROAD - GLENDALE AVENUE	FIG NO. M-0104
TRACS NO. H8602 OIC		303-A-NFA	OF

PLOTTED BY: VBRAVO AT

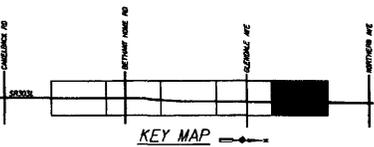
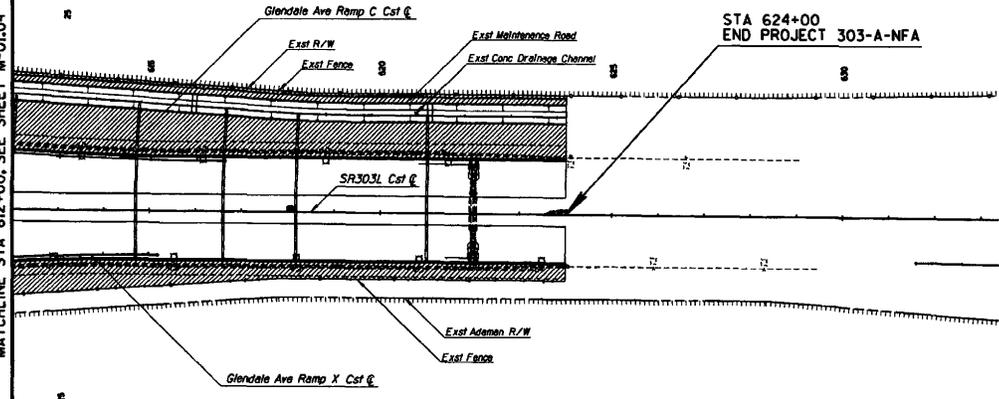
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FABA NUMBER	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	303-A-NFA	5	5	
303 MA 106					

MATCHLINE STA 612+00; SEE SHEET M-01.04

STA 624+00
END PROJECT 303-A-NFA



KEY

	ADOT Landscape Maintenance Area
	City of Glendale Landscape Maintenance Area

SCALE: 1" = 40'

ARIZONA DEPARTMENT OF TRANSPORTATION
INTERNAL TRANSPORTATION DIVISION
ROADSIDE DEVELOPMENT SERVICES

MAINTENANCE EXHIBIT
STA 612+00 TO 624+00

SR 303L CAMELBACK ROAD - GLENDALE AVENUE

TRACS NO. H8602 OIC 303-A-NFA

***Please Note: The following Summary Minutes record only the actions taken by the City Council and do not record individual comments. The Summary Minutes have not been approved by the City Council. The official copy of the Glendale City Council Minutes, which do include individual comments, is available, after adoption by the City Council, in the Glendale City Clerk's Office, 5850 West Glendale Avenue, Glendale, Arizona.**



*DuBois
June 14+15
12*

**SUMMARY MINUTES OF THE
GLENDALE CITY COUNCIL MEETING
Council Chambers
5850 West Glendale Avenue
June 24, 2014
6:00 p.m.**

The meeting was called to order by Mayor Jerry P. Weiers. Vice Mayor Yvonne J. Knaack and the following Councilmembers were present: Norma S. Alvarez, Samuel U. Chavira, Ian Hugh, Manuel D. Martinez and Gary D. Sherwood.

Also present were Brenda Fischer, City Manager; Julie Frisoni, Assistant City Manager; Jennifer Campbell, Assistant City Manager; Michael Bailey, City Attorney; and Pamela Hanna, City Clerk

Mayor Weiers called for the Pledge of Allegiance.

The prayer/invocation was given by Jack Zimmerman, Jewish Voice Ministries International.

Approval of the minutes of the June. 10, 2014 City Council Meeting

It was moved by Sherwood, and seconded by Knaack, to dispense with the reading of the minutes of the June 10, 2014 Regular City Council meeting, as each member of the Council had been provided copies in advance, and approve them as written. The motion carried unanimously.

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS & OTHER BODIES

PRESENTED BY: Councilmember Ian Hugh

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

Arts Commission

Carrie Richards	Mayoral	Appointment	06/24/2014	08/23/2016
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Board of Adjustment

Erminie Zarra	Mayoral	Appointment	06/30/2014	06/30/2016
Lawrence Feiner	Sahuaro	Appointment	06/24/2014	06/30/2016

Citizens Bicycle Advisory Committee

Michael Wood – Chair	Barrel	Appointment	07/17/2014	07/17/2015
Gail Hildebrant – Vice Chair	Cholla	Appointment	07/17/2014	07/17/2015

Citizens Transportation Oversight Commission

Jennifer Cameron	Barrel	Reappointment	07/25/2014	07/25/2016
Gerald Woodman	Yucca	Reappointment	07/25/2014	07/25/2016

Community Development Advisory Committee

Cathy Cheshier	Cholla	Reappointment	07/01/2014	07/01/2016
Chuck Jared	Cactus	Reappointment	06/29/2014	07/01/2016
Ronald Jauregui	Barrel	Reappointment	07/01/2014	07/01/2016
Sharyn Nesbitt	Yucca	Appointment	06/24/2014	07/01/2016
Marcellous Sanders Jr.- Neighborhood Representative	Ocotillo	Reappointment	07/10/2014	07/10/2016
Matthew Versluis	Barrel	Reappointment	07/23/2014	07/23/2016

General Plan Steering Committee

Erminie Zarra	Mayoral	Appointment	06/24/2014	01/01/2016
Danielle Martinez	Sahuaro	Appointment	06/24/2014	01/01/2016

Judicial Selection Advisory Board

Jo Ann Caufield	Cholla	Appointment	06/24/2014	04/23/2017
Justin Beresky – Maricopa County Bar Association	N/A	Appointment	06/24/2014	04/23/2015

Parks & Recreation Advisory Commission

John Faris	Cactus	Appointment	06/24/2014	04/09/2016
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Public Safety Personnel Retirement System/Police Board

Cody Carmichael	N/A	Appointment	07/01/2014	07/01/2018
Justin Harris	N/A	Appointment	07/01/2014	07/01/2016

Risk Management/Worker's Compensation Trust Fund Board

Tom Duensing-Executive Director of Financial Services	N/A	Reappointment	07/24/2014	07/24/2017
Yvonne Knaack – Vice Mayor	Barrel	Reappointment	07/24/2014	07/24/2017
John Stern – Chair	Cholla	Reappointment	07/24/2014	07/24/2015

It was moved by Hugh, and seconded by Chavira, to appoint Carrie Richards to the Arts Commission; Erminie Zarra and Lawrence Feiner to the Board of Adjustment; Michael Wood and Gail Hildebrant to the Citizens Bicycle Advisory Committee; Jennifer Cameron and Gerald Woodman to the Citizens Transportation Oversight Commission; Cathy Cheshier, Chuck Jared, Ronald Jauregui, Sharyn Nesbitt, Marcellous Sanders Jr., and Matthew Versluis to the Community Development Advisory Committee; Erminie Zarra and Danielle Martinez to the General Plan Steering Committee; Jo Ann Caufield and Justin Beresky to the Judicial Selection Advisory Board; John Faris to the Parks & Recreation Advisory Commission; Cody Carmichael and Justin Harris to the Public Safety Personnel Retirement System/Police Board; Tom Duensing, Yvonne Knaack and John Stern to the Risk Management/Worker's Compensation Trust Fund Board for the terms listed above. The motion carried.

PROCLAMATIONS AND AWARDS

PROCLAIM JULY 2014 AS PARKS AND RECREATION MONTH IN GLENDALE

PRESENTED BY: Office of the Mayor
ACCEPTED BY: Parks and Recreation Advisory Commission
Mr. John Krystek, Chairman
Ms. Barbara R. Cole, Vice Chair
Mr. Robert Irons, Commissioner
Mr. David Moreno, Commissioner
Mr. Manuel Padia, Commissioner

This is a request for City Council to proclaim the month of July 2014 as Parks and Recreation Month in Glendale and present the proclamation to the Parks and Recreation Advisory Commission.

PROCLAIM AUGUST 2014 AS DROWNING IMPACT AWARENESS MONTH

PRESENTED BY: Office of the Mayor
ACCEPTED BY: City of Glendale Parks & Recreation Aquatics Center Employees
Ms. Anna Thompson
Mr. Eric Small
Mr. Reggie Martinez

This is a request for City Council to proclaim August 2014, as Drowning Impact Awareness Month in support of Water Watchers at Phoenix Children's Hospital. Anna Thompson, Eric Small and Reggie Martinez, staff from the Glendale Parks & Recreation Aquatics Center, will be present to accept the proclamation.

CONSENT AGENDA

Ms. Brenda Fischer, City Manager, read agenda item numbers 1 through 34.

Councilmember Alvarez asked to hear items 21 and 25 separately.

Councilmember Martinez asked to hear items 11 and 12 separately.

RESOLUTION NO. 4819 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GLENDALE MUNICIPAL AIRPORT MINIMUM OPERATING STANDARDS.

41. AMEND AND ADOPT REVISED RULES AND REGULATIONS FOR GLENDALE MUNICIPAL AIRPORT

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4820

This is a request for City Council to waive reading beyond the title and adopt a resolution amending and adopting the Rules and Regulations (Rules) for the Glendale Municipal Airport. Amendments to the Rules include changes to reflect current business operations, clarification regarding hangar storage, elimination of nonessential or duplicate items, and improvements to language consistency between the Rules and the Airport's Minimum Operating Standards (Standards). Additionally, verbiage regarding non-towered operations was added to reflect the Federal Aviation Administration's (FAA) recent decision to cease the funding of tower operations at Glendale Municipal Airport.

RESOLUTION NO. 4820 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE RULES AND REGULATIONS FOR THE GLENDALE MUNICIPAL AIRPORT.

42. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LOOP 303 LANDSCAPING – THOMAS TO CAMELBACK ROADS

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4821

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for landscaping maintenance along Loop 303 between Thomas and Camelback roads.

RESOLUTION NO. 4821 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION OF IRRIGATION SYSTEMS AND LANDSCAPING ALONG THE MAINLINE OF STATE ROUTE 303L BETWEEN THOMAS ROAD AND CAMELBACK ROAD.

43. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LOOP 303 LANDSCAPING – CAMELBACK ROAD TO GLENDALE AVENUE

PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4822

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the

Arizona Department of Transportation (ADOT) for the design and construction of an irrigation distribution waterline to furnish water for landscaping along Loop 303 between Camelback Road and Glendale Avenue.

RESOLUTION NO. 4822 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION TO ADD LANDSCAPING ALONG STATE ROUTE 303L BETWEEN CAMELBACK ROAD TO GLENDALE AVENUE.

- 44. INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR LOOP 303 LANDSCAPING - GLENDALE TO PEORIA AVENUES**
PRESENTED BY: Cathy Colbath, Interim Executive Director, Transportation Services
RESOLUTION: 4823

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for the design and construction of an irrigation distribution waterline to furnish water for landscaping along Loop 303 between Glendale and Peoria avenues.

RESOLUTION NO. 4823 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE DESIGN AND CONSTRUCTION TO ADD LANDSCAPING ALONG STATE ROUTE 303L BETWEEN GLENDALE AND PEORIA AVENUES.

- 45. AUTHORIZATION OF A LICENSE AGREEMENT FOR TW TELECOM OF ARIZONA, LLC TO OPERATE A TELECOMMUNICATIONS VOICE AND DATA NETWORK WITHIN PUBLIC RIGHT-OF-WAY**
PRESENTED BY: Stuart Kent, Executive Director, Public Works
RESOLUTION: 4824

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute a license agreement between the City of Glendale and TW Telecom of Arizona, LLC (TW Telecom) to operate a telecommunication voice and data network within public right-of-way.

RESOLUTION NO. 4824 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A WIRED TELECOMMUNICATIONS LICENSE AND RIGHT-OF-WAY USE AGREEMENT WITH TW TELECOM OF ARIZONA LLC TO OPERATE A TELECOMMUNICATIONS VOICE AND DATA NETWORK WITHIN THE RIGHT-OF-WAY BOUNDARIES IN GLENDALE, ARIZONA.

It was moved by Knaack, and seconded by Sherwood, to approve Ordinance No. 2898 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": Alvarez.

51. ORDINANCE AMENDING GLENDALE CITY CODE CHAPTER 25, ARTICLE V., SECTION 25-66 (LOUD RADIOS, SOUND SETS, ETC.)

PRESENTED BY: Sam McAllen, Executive Director, Neighborhood and Human Services
ORDINANCE: 2899

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending City Code Chapter 25, Article V., Section 25-66 (Loud radios, sound sets, etc.) by adding a subsection that exempts city approved events, being held pursuant to the conditions of a city issued special event and/or event permit, from the other requirements of that section.

ORDINANCE NO. 2899 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 25 (NUISANCES), ARTICLE V (NOISE), SEC. 25-66 (LOUD RADIOS, SOUND SETS, ETC.); AND SETTING FORTH AN EFFECTIVE DATE.

It was moved by Chavira, and seconded by Martinez, to approve Ordinance No. 2899 New Series. Motion carried on a roll call vote, with the following Councilmembers voting "aye": Chavira, Hugh, Knaack, Martinez, Sherwood, and Weiers. Members voting "nay": Alvarez.

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

It was moved to vacate the July City Council Meetings and Workshops.

It was moved by Knaack, and seconded by Hugh, to hold a City Council Workshop at 1:30 p.m. in the Council Chambers, Room B-3 on Tuesday, August, 5, 2014, to be followed by an Executive Session pursuant to A.R.S. § 38-431.03. The motion carried unanimously.

CITIZEN COMMENTS

Please see the regular City Council minutes for citizen comments.

COUNCIL COMMENTS AND SUGGESTIONS

Please see the regular City Council minutes for Council comments.

ADJOURNMENT

There being no further business, the meeting was adjourned at 9:08 p.m.



THOMAS C. HORNE
ATTORNEY GENERAL

OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION

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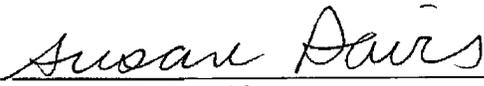
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012014001006 and (ADOT IGA/JPA 14-0004032-I), an Agreement between public agencies, the State of Arizona and City of Glendale, has been reviewed pursuant to A.R.S. §§ 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 30, 2014

THOMAS C. HORNE
Attorney General



SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:rl:#3869248
Attachment