

**CITY CLERK
ORIGINAL**

C-9712
02/24/2015

**AGREEMENT FOR
LEGAL ADVERTISING**

City of Glendale Solicitation No. IFB 15-32

This Agreement for Legal Advertising ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and PUEBLO PUBLISHERS, INC. dba The Glendale Star, an Arizona corporation, (the "Contractor"), as of the 24 day of February, 2015.

RECITALS

- A. The Glendale City Charter requires the designation of a newspaper for official legal advertising.
- B. City has selected the lowest responsible bidder to perform publishing services in accordance with the requirements of City of Glendale solicitation No. IFB 15-32, ("Services"), all as attached and incorporated herein as **Exhibit A** (IFB 15-32 and Bid/Offer by Contractor) and **Exhibit B** (Compensation).
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. **Services.** Contractor will ensure all Services are completed timely and efficiently consistent with this Agreement and Exhibits A and B, attached.
2. **Term.**
 - 2.1 **Initial.** The term of this Agreement commences on the Effective Date and continues for a one-year initial period.
 - 2.2 **Renewal.** The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four (4) years, renewable on an annual basis. The City Manager may exercise the City's option to renew this Agreement. Contractor shall be notified in writing by the City Materials Manager of the City's intention to renew the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. There are no automatic renewals of this Agreement.
 - 2.3 **Price Adjustments.** Price adjustments will only be reviewed during the Agreement renewal period. Contractor or City may request a price adjustment thirty (30) days prior to the renewal date of the Agreement. Any price adjustment shall be based upon mutual consistent of the Contractor and City. Any price adjustment will become effective only after written agreement by the Contractor and City and will be effective for at least one year from the date approved.
3. **Contractor's Work.**
 - 3.1 **Standard.** Contractor must perform Services in accordance with the standards of due diligence, care and quality prevailing among contractors having substantial experience with the successful furnishing of the type of service required.

Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and

 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

- (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
- (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

Non-Discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

4. Key Personnel; Sub-contractors.

4.1 Services. Contractor will provide all work necessary to assure that Services are completed timely and efficiently consistent with Services requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.

4.2 Project Team.

a. Project Manager.

- (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
- (2) The City must approve the designated Project Manager; and
- (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Contractor.

c. Discharge, Reassign, Replacement.

- (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.
- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of

competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

5. **Compensation for Services.**

5.1 Compensation. Contractor's compensation for Services, including those furnished by any Sub-contractors will not exceed \$1.95 per column inch, as defined and specifically detailed in **Exhibit B**.

5.2 Change in Scope of Services. The Compensation may be equitably adjusted if the original contemplated scope of Services as outlined in the solicitation is significantly modified.

- a. Adjustment to Compensation requires a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Services contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take

6. **Billings and Payment.**

6.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

6.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

- 6.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.
- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
 - b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

7. Termination.

7.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Goods or Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

7.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

8. **Conflict.** Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

9. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.

- (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.

- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties

and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

William E. Toops
c/o The Glendale Star
7122 North 59th Avenue
Glendale, Arizona 85301
623-842-6000

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Materials Management
5850 W Glendale Avenue, Suite 317
Glendale, Arizona 85301
623-930-2867

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.
 - (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
 - (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
 - (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

11. Financing Assignment. City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

12. Entire Agreement; Survival; Counterparts; Signatures.

12.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibits and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

12.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

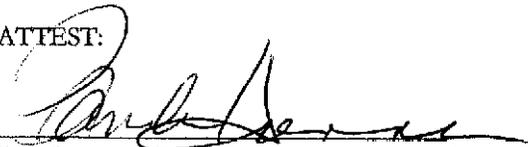
- 12.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.
- 12.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.
- 12.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Dispute Resolution**. Each claim, controversy and dispute (each a “Dispute”) between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.
14. **Exhibits**. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.
- | | |
|-----------|--------------------|
| Exhibit A | Services |
| Exhibit B | Compensation |
| Exhibit C | Dispute Resolution |

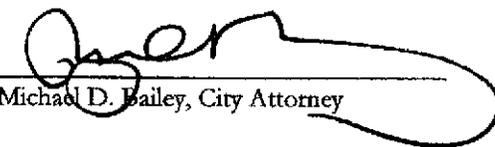
(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation


By: ~~Brenda S. Fischer~~ RICHARD A. BOWERS
Its: ~~City Manager~~ ACTING CITY MANAGER

ATTEST:

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

PUEBLO PUBLISHERS, INC.,
an Arizona corporation

By: William E. Toops
Its: Publisher/General Manager

EXHIBIT A

Pueblo Publishers, Inc. IFB 15-32

SERVICES

[See attached]



CITY OF GLENDALE

MATERIALS MANAGEMENT

INVITATION FOR BID

SOLICITATION NUMBER: IFB 15-32

DESCRIPTION: Legal Advertising

BID DUE DATE AND TIME: January 6, 2015 AT 2:00 P.M. LOCAL TIME
Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the Bid Due Date and Time stated above will be opened. The name of each Offeror and the amount of the bid will be publicly read.

BID OPENING & SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Bids must be in the actual possession of Materials Management on or prior to the Bid Due Date and Time at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Bids are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All bids will be time stamped at the Engineering Department's front counter. Late bids will not be considered.

Bids must be submitted in a sealed envelope with the Solicitation Number. The Offeror's name and address must be clearly indicated on the envelope. **See Paragraph 3.3 for additional instructions for preparing an offer.**

Bids shall be opened publicly at the time, place and location designated on this page. The name of each Offeror and price offered shall be publicly read and recorded.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding
General Terms and Conditions contact:
Connie Schneider
Purchasing and Materials Management
623-930-2868
CSchneider@glendaleaz.com

	Solicitation Number: IFB 15-32 LEGAL ADVERTISING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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SECTION	TABLE OF CONTENTS	PAGES
	Notice	1
	Table of Contents	2
1.0	INTRODUCTION	3
2.0	SPECIFICATIONS	3-5
3.0	SPECIAL TERMS AND CONDITIONS	6-11
4.0	OFFER SHEET	12
5.0	PRICE SHEET	13
6.0	SOLICITATION AFFIDAVIT	14
7.0	EXHIBITS	15
	1 –Standard Email Sent with Weekly Documents	16
	2 –Notice – Letter of Hearing Document	17-18
	3 –Notice of Public Auction	19
	4 –Ordinance – Short Version	20
	5 –Notice for Unclaimed Property	21
	6 –Notice for Unclaimed Property - Weapons	22-24
	7 –Notice for Community Development Block Grant Program (CDBG)	25
	8 –Resolution –English	26
	9 –Resolution–Spanish	27-29
	10 –Notice for Request for Proposal (RFP)	30-31
	11 –Ordinance Long Version	32-39
	12 –Notice for Public Hearing	40-43
	13 – Ordinance with Map included	44-49

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALÉ Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 INTRODUCTION

This solicitation is being release to provide The City of Glendale, Arizona (City), a resource for placing publications of all legal advertising and notices for the City of Glendale in the Newspaper. The term "Newspaper" shall mean a newspaper printed and published in Maricopa County, State of Arizona, which for at least one (1) year, has been admitted to the United States Mail as second class matter, as set forth and meets the requirements of A.R.S. 39-201 through 39-205 and 39-221.

The advertising will consist of, but is not limited to, advertisements and notices for elections, events, procurements, public meetings, public auctions, ordinances and resolutions both with and without exhibits. Exhibits of these can be found in Section 7.0. The publications will be made on an as-needed-basis.

2.0 SPECIFICATIONS

- 2.1 At a minimum, the Contractor's proposal shall contain information to support the following:
 - 2.1.1 **Circulation** - The City is requiring a minimum circulation of at least 5000 within the Glendale city limits.
 - 2.1.1.1 Describe how it meets the city's requirement that it is generally circulated within the City of Glendale. Circulation figures shall be broken out into paid subscriptions, newsstands, and any other types of distributions (i.e. Complimentary).
 - 2.1.1.2 Include number of home deliveries vs. single copy circulation methods, specifically in the City of Glendale (possibly by zip code).
 - 2.1.1.3 Describe any price variances based on circulation or by day of the week;
 - 2.1.1.4 Describe in detail the circulation numbers (by zip code or other geographic means) by day of week, so that the city may take advantage of higher circulation days for advertising.
 - 2.1.2 **Publication** - Publication within the City does not require "printing" within the City.
 - 2.1.2.1 Contractor shall state how frequently their paper is published. List the day of the week, press time deadline, and the number of hours prior to

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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press time copy will be accepted with notice and without notice. The City is requiring that the publication be a minimum of once a week.

2.1.2.2 Contractor shall state how it meets the City Charter requirement that the legal newspaper is published in the City of Glendale.

2.1.3 Qualifications

2.1.3.1 Describe in detail the Contractor's qualifications.

2.1.3.2 Provide a brief description of how Contractor complies with A.R.S. 39-201 through 39-205 and 39-221.

2.1.3.3 Provide a description of the history of the Contractor;

2.1.3.4 Provide a list of no less than three (3) references with contact information.

2.1.4 Technical Requirements

2.1.4.1 Submitted documents shall be followed literally as far as wording, capitalization, bold lettering, accent, and punctuation.

2.1.4.2 Size of type shall not be less than five (5) or more than six (6) point type.

2.1.4.3 Should be set solid (no lead), unless specifically requested. This will apply whether letterpress, offset, computer tape, or disc format is used.

2.1.4.4 Variance in type size shall not be greater than 5% over or under the specified size range.

2.1.4.5 Continuous wrap for text must be applied in all publication and advertising matter.

2.1.5 Cost

2.1.5.1 Provide a copy of the newspaper's rate sheet based upon a column inch of print.

2.1.5.2 Complete Price Sheet including any variations based on day of week.

2.1.5.3 For evaluation purposes, Offerors shall state the cost of the attached Exhibits (2-13) in Section 7.0.

2.1.5.3.1 Each Bidder shall reproduce the exhibits in paragraph/column form showing the type of style that will be used in printing and publishing.

2.1.5.3.2 These reproductions shall be included with the bid, be a separate layout for each exhibit and each on an 8 ½ by 11

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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sheet of paper, and identified by title and presented in Exhibit number order.

NOTE: Although the exhibits represent regular business, the City reserves the right to include any other document for publication as needed.

2.1.6 Method of Ordering –

2.1.6.1 Copy for legal publication and advertising for the City shall be available via email whenever possible and may be in Word, Excel, PDF and any other format provided by the City.

2.1.6.2 Items which cannot be emailed shall be picked up by the Contractor or faxed by city, if appropriate. The City has been averaging between 300 and 400 documents annually with an average of 6000 column inches.

2.1.7 Verification of Publication:

2.1.7.1 The Contractor shall furnish, without additional cost, a copy of the legal advertisement and an affidavit of publication, within 10 days of publication, covering each legal publication published.

2.1.7.2 Include a copy of the actual Legal Advertisement “Tear Sheets” verifying publication and specifying the actual run date(s) thereof shall accompany each billing invoice.

2.1.7.3 Such proof shall be received by not later than ten (10) days after publication

2.2 This bid will be used for the 2015/16 fiscal year.

2.3 Specifically, the City of Glendale Charter reads as follows:

PART I THE CHARTER, ARTICLE VIII. CONTRACTS, Sec. 6. Contracts for Official Advertising.

The city manager shall let annually contracts for official advertising for the ensuing fiscal year. For this purpose he or she shall submit to each legal newspaper published in the city, a notice describing the contemplated advertising and asking for sealed bids. The bids shall specify the type and spacing to be used at the rate or rates named in the bid. The city manager shall let the contracts for such official advertising to the lowest and best offer publishing a newspaper of general circulation in the city; provided that in his or her discretion he or she may reject any and all bids and proceed to secure new bids in the manner provided herein.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALÉ Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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This section shall not preclude the city council from executing a contract for more than one year subject to annual appropriation. (3-15-88)

The newspaper to which the award for such advertising is made shall be known and designated as the official newspaper.

- 2.4** Advertisement shall be issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation or circulation at nominal rates, but shall have a bona fide list of paying subscribers.

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3.0 SPECIAL TERMS AND CONDITIONS

3.1 **INCORPORATION BY REFERENCE** - All responses shall incorporate by reference the Scope/Specifications, Terms and Conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale's Materials Management Internet home page, www.glendaleaz.com/purchasing. Contractors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 **RETURN OF OFFER** - One (1) hard copy marked as "original", one (1) flash drive or Compact Disc (CD), containing all original documents in PDF format and three (3) copies marked as "Copies".

The original copy of the bid should be clearly labeled "Original" and shall be single-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the Submission Requirements section of this Invitation for Bids. Failure to include the requested information may have a negative impact on the evaluation of the Contractor's bid.

3.3 **PREPARATION OF BID PACKAGE** - The following items shall be completed and returned. Failure to include all the items may result in the bid being rejected. Bid packages shall be submitted in the following order:

- 3.3.1 **OFFER SHEET, Section 3**
- 3.3.2 **PRICE SHEET, Section 4**
- 3.3.3 **EXHIBITS (2-13), Section 7**
- 3.3.4 **SPECIFICATION, Section 1**
- 3.3.5 **ATTACHMENT 1, Section 6**

3.4 **ALTERNATE OFFERS/EXCEPTIONS** - Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

3.5 **WITHDRAWAL OF BID** - At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the bid by a written letter or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 3.6 **PROPRIETARY INFORMATION** - An Offeror shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

- 3.7 **PRICE** - All prices quoted shall be firm and fixed for the specified contract period.
- 3.8 **TERM OF AGREEMENT** - The term of agreement for this Bid shall be for a one-year initial period.
- 3.9 **OPTION TO EXTEND** - The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 3.10 **EVALUATION CRITERIA** - Invitation for Bids (IFB) are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.
- 3.11 **NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** - The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or

 <p>GLENDALÉ</p>	<p align="center">Solicitation Number: IFB 15-32</p> <p align="center">LEGAL ADVERTISING</p>	<p align="center">CITY OF GLENDALÉ Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

- 3.12 **INQUIRIES** - Any question related to the Invitation for Bid shall be directed to the Contract Analyst whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Analyst may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five (5) days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.
- 3.13 **BID EVALUATION** - The City reserves the right to secure additional information from the Offeror in various forms and/or to award based on submitted information.
- 3.14 **DISCUSSIONS AND REVISIONS TO BID** - Discussions may be conducted with responsible Offerors who submit bids determined to be reasonable susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final', Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of bids, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from bids submitted by competing Offerors.
- 3.15 **NOTICE OF INTENT TO AWARD** - Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

- 3.16 **COOPERATIVE USE OF CONTRACT** - This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 3.17 **PERMITS AND LICENSES** - The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing products and services. Such fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 3.18 **ADDITIONS / DELETIONS OF PRODUCTS OR SERVICES** - The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 3.19 **PUBLIC RECORD** - Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Bid response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

- 3.20 **PRICE ESCALATION** - Price increases may be requested by the Contractor thirty (30) days prior to the renewal date of the contract. The increased rate shall be based upon mutual consent of the Contractor and the City. The City staff shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.

Price increases will become effective only after agreement by the Contractor and the City and will be effective for at least one year from the date of approval.

- 3.21 **ESTIMATED QUANTITIES** - The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

- 3.22 **CERTIFICATION** – by signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

2.22.1 The submission of the offer did not involve collusion or other anti-competitive practices;

2.22.2. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law;

2.22.3. The Contractor has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer; and

2.22.4. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 3.23 **KEY PERSONNEL** - Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 3.24 **CONTRACT NEGOTIATIONS** - Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).
- 3.25 **DEFAULT** In case of default by the contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (1) deduction from an unpaid balance due; (2) collection against the bid and/or performance bond; or (3) a combination of the aforementioned remedies or other remedies as provided by law.
- 3.26 **TERMINATION FOR CONVENIENCE** The City reserves the right to terminate any order or contract upon thirty days written notice. The City will be responsible only for those standard items which have been delivered and accepted. If the items are unique and not saleable or useable for any other application, the City will reimburse the Seller for actual labor, material, and burden costs, plus a profit not to exceed 8%. Title to all

	<p>Solicitation Number: IFB 15-32</p> <p>LEGAL ADVERTISING</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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materials, work-in-process, and completed but undelivered goods will pass to the City after costs are claimed and allowed.

- 3.27 **SUB-CONTRACTING** The contract or any portion thereof, shall not be sub-contracted without the prior written approval of the Materials Manager. No such approval will be construed as making the City a party of or to such sub-contract, or subjecting the City to liability of any kind to any sub-contractor. No sub-contract shall, under any circumstances, relieve the contractor of liability and obligation under this contract; and despite any such subletting the City shall deal through the contractor. Sub-contractors will be dealt with as workmen and representatives of the contractor.

	Solicitation Number: IFB 15-32 LEGAL ADVERTISING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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NOTE: In addition to completing this Section electronically and including it in the Flash Drive submittal, a printed version with original signature shall be submitted with Flash Drive at the time of Offer Due Date and Time.

4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature	Company's Legal Name
Printed Name	Address
Title	City, State & Zip Code
Telephone Number	FAX Number
Authorized Signature E-mail Address	Company E-mail Address

For questions regarding this offer: (If different from above)

Contact Name	Phone Number	Fax Number
Contact Email Address		
FEDERAL TAXPAYER ID NUMBER: _____		
Arizona Sales Tax No. _____	Tax Rate _____	

	<p style="text-align: center;">Solicitation Number: IFB 15-32</p> <p style="text-align: center;">LEGAL ADVERTISING</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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Offeror certifies it is a: Proprietorship Partnership Corporation .

Minority or woman owned business: Yes No



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Legal Advertising (Notice of Bid Solicitation)

Affidavit

I affirm that the newspaper for which I am offering to accept legal advertisements for publication meets the definition of a newspaper as defined in A.R.S. 39-201 printed below, and that I am the publisher of record for said newspaper.

I further affirm the newspaper has been established and published within Maricopa County, State of Arizona, for a period of at least one (1) year prior to the filing of the affidavit and has been admitted to the United States mail as second-class matter for at least one (1) year.

Signed: _____

Printed name: _____

A.R.S. 39-201. Definitions

A. In this chapter, unless the context otherwise requires, "newspaper" means a publication regularly issued for dissemination of news of a general and public character at stated short intervals of time. Such publication shall be from a known office of publication and shall bear dates of issue and be numbered consecutively. It shall not be designed primarily for advertising, free circulation or circulation at nominal rates, but shall have a bona fide list of paying subscribers.

B. "Newspaper" shall not include a publication which has not been admitted under federal law as second-class matter in the United States mails for at least one year.



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

7.0 EXHIBITS - Copies of a CD which list all the Exhibits can be picked up in the City of Glendale Materials Management Office, 6829 N. 58th Drive, Suite 202, Glendale AZ 85301. Bidder shall sign a document in Materials Management confirming that the Bidder has picked up a copy of the CD.

The following Exhibits (1-13) reflect examples of publication requests

Bidders shall state the cost of the attached exhibits (2-13). Each Bidder shall reproduce the exhibits in paragraph/column form showing the type of style that will be used in printing and publishing. These reproductions shall be included with the bid, be a separate layout for each exhibit and each on an 8 ½ by 11 sheet of paper, identified by title and presented in Exhibit number order.

NOTE: Although the exhibits represent regular business, the City reserves the right to include any other document for publication as needed.



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Exhibit 1 - Standard Email Sent with Weekly Documents

McCracken, Darcie

From: Huskey, Tiffany
Sent: Friday, October 10, 2008 3:19 PM
Cc: McCracken, Darcie; Hanna, Pam; Steinke, Summer
Subject: Publication documents for [redacted] - 10/16/2008
Attachments: 101608 Notice of RFS 08-05.doc; 101608 Notice- RFS 08-03.doc; 101608 Notice of Public Hearing ZON08-04.doc; 101608 Notice of Public Hearing ZTA08-01.doc; 101608 CDAC Public Notice- Hearing.doc



Good Afternoon,
Please publish the attached documents for the [redacted] 10/16/2008.
Please let me know if you have any questions!

Table with 3 columns: PUBLICATION DATE - October 10th, 2008; DESCRIPTION to be PUBLISHED; PUBLICATION TIMES; NUMBER OF AFFIDAVITS. Rows include CHARGE TO ACCOUNT # 155 and CHARGE TO ACCOUNT # 2345.

Thank You!
Have a Great Day!
Tiffany Huskey
City of Glendale
City Clerk's Office
623-930-3263

The secret of a good life is to have the right loyalties and hold them in the right scale of values.

Norman Thomas (1884 - 1968)



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 2 – Notice Letter of Hearing Document (1 of 2)

**CITY OF
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Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

August 8, 2008

Mr. Daryl L. Hutchinson
1346 S. Salem
Mesa AZ 85206

Subject: 6071 W. Lamar, Glendale AZ. 85301
Book-Map-Parcel: 144-10-135-B

Dear Mr. Hutchinson,

The structure located at 6071 W. Lamar, Glendale Arizona, has been declared an imminently unsafe structure due to the structures deteriorating condition. Specifically the structure is in violation of sections the International Building Code sections; 115.3.5, 115.3.6, 115.3.7, 115.3.8, 115.3.9, 115.3.10, 115.3.11, 115.3.13, and 115.3.15.

Due to the hazards, The City of Glendale required that the building be repaired or demolished no later than June 27th 2008, as of the date of this letter, no action has been taken to address the conditions. Per the International Building Code section 115.6.5, a public hearing regarding the structure has been set for Tuesday September 16th, at 10:00 a.m. The hearing will be held in room B3, located in the Council Chambers building at the basement level, 5850 West Glendale Avenue, Glendale, Arizona. This building is part of the City Hall complex; parking is available in the adjacent parking garage.

The owner of the property, and other parties having interest should appear at the hearing on September 16th, 2008. You must be prepared to show cause why the damaged building has not been repaired or demolished. You must also be prepared to present the Hearing Officer with the following information: 1) documents indicating ownership of the property and/or an agreement between all parties in interest; 2) bids from contractors to abate the health hazard; 3) bids from contractors to demolish the property; or a precise estimate of the cost to completely repair the property; 4) a firm date of completion of all repair work needed to allow occupancy or a completion date for the demolition of the structures.

Section 115.6.5(e) of the IBC allows the Hearing Officer to grant additional time for repairs if good cause exists. If the damaged building is not repaired or demolished, the City Code requires the



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 2 – Notice Letter of Hearing Document (2 of 2)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Building Official, as directed by the Hearing Officer, to have it demolished. The costs of such demolition shall be charged against the real property as a lien.

Please note that any and all costs associated with this hearing, any costs incurred during any investigation, repair, abatement or demolition of this structure are to be borne by the owner of the property. These costs include, but may not be limited to professional services, materials, third party investigations, contractors, sub-contractors as well as hourly rates for City of Glendale employees. These fees will be due upon completion. Failure to reimburse the City for these funds will result in a lien being placed against the property to recover any associated costs.

One option available to property owners within the City of Glendale is voluntary demolition. There are programs available through the City of Glendale's Community Revitalization Department that can pay portions or all of the costs of demolition. Please contact Robert Essel at (623) 930-3674 for more information regarding this program.

If you or any other parties of interest have any questions, please contact me at 623-930-3137.

Sincerely

Mark Ptashkin
Senior Building Inspector
Building Safety Department

CC: Deborah Mazoyer, Building Safety Director
Pam Wertz, Assistant Building Safety Director
David Goulet, Councilmember, Ocotillo District
Jon Froke, Deputy City Manager
Craig Tindall, City Attorney
Russ Romney, Assistant City Attorney
Dan Gunn, Code Compliance Director
Charyn Palmisano, Community Revitalization
Robert Essel, Community Revitalization



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 3 – Notice of Public Auction

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

CITY OF GLENDALE

NOTICE OF PUBLIC AUCTION

NOTICE IS HEREBY GIVEN THAT the City of Glendale will auction surplus property the first Saturday of the month at Sierra Auction. For further information call the City of Glendale auction HOT LINE at 623-930-2693.

Publish: July 24, 2008.



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 4 - Ordinance – Short Version

**CITY OF
GLENDALE
Materials
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5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

ORDINANCE NO. 2904 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF A CONVEYANCE OF EASEMENT TO CENTURYLINK FOR PROPERTY LOCATED AT THE GLENDALE AIRPORT FOR THE PURPOSE OF UPGRADING AND REROUTING EXISTING TELEPHONE LINES; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That the City's interest in the property located at the Glendale Airport, in Glendale, Arizona is hereby conveyed to CenturyLink. The legal description of said property is as follows:

(See Attachment 1 which is incorporated herein by this reference and depicted as Exhibit A to the Conveyance of Easement.)

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute a Conveyance of Easement and any and all documents necessary to complete this transaction.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of September, 2014.

Jerry P. Weiers
MAYOR

ATTEST:

Pamela Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

REVIEWED BY:



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

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Glendale, Arizona
85301**

Brenda S. Fischer
City Manager



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 5 – Notice of Unclaimed Personal Property

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

NOTICE OF UNCLAIMED PERSONAL PROPERTY

HERBY IS GIVEN that the City of Glendale, Arizona is in possession of the following described personal property which has been unclaimed for more than seven (7) days or the owner of the same, or his whereabouts is unknown to the City of Glendale, Arizona

Table with 2 columns: Item # and DESCRIPTION. Contains 18 rows of bike descriptions such as 'TEAL NEXT 26" MANS BIKE', 'BLUE 26" MANS BIKE, UNKNOWN BRAND', etc.

DEMAND IS HEREBY MADE upon all owners of the above described personal property to make claim and proof of ownership of the same satisfactory to the officer named below within thirty (30) days from the date of this notice.

FAILURE SO TO DO within the said thirty (30) day period shall be deemed to be an abandonment of the said personal property and the same may be disposed of by the City of Glendale, Arizona.

DATED this 9th DAY OF OCTOBER, 2014.

By: JAMES PEER

Title: PROPERTY AND EVIDENCE SUPERVISOR

GLENDALE POLICE DEPARTMENT

6835 N 57th DRIVE

GLENDALE, AZ 85301

(623) 930 3375



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 6 – Notice of Unclaimed Personal Property – Weapons (1 of 3)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

NOTICE OF UNCLAIMED PERSONAL PROPERTY

HERBY IS GIVEN that the City of Glendale, Arizona is in possession of the following described personal property which has been unclaimed for more than seven (7) days or the owner of the same, or his whereabouts is unknown to the City of Glendale, Arizona

Item #	DESCRIPTION
3217	LORCIN .25 SEMI-AUTO PISTOL, MOD LT25
3218	HANDGUN, SILVER SLINDE, BLACK BODY
3219	RUGER .22 CAL SEMI-AUTO PISTOL, MOD MARK II
3220	RUGER 9MM SEMI-AUTO PISTOL, MOD P89
3221	NEW ENGLAND FIREARMS .32 CAL REVOLVER, MOD R73
3222	INTERARMS .44 MAG REVOLVER, VIRGINIA DRAGOON
3223	CHARTER ARMS .38 CAL REVOLVER, UNDERCOVER
3224	GLOCK 9MM SEMI-AUTO PISTOL, MOD 26
3225	SMITH & WESSON .38 CAL REVOLVER, MOD 64-4
3226	RUGER 9MM SEMI-AUTO PISTOL, MOD P89DC
3227	TAURUS 9MM SEMI-AUTO PISTOL, MOD SLIM
3228	SMITH & WESSON 9MM SEMI-AUTO PISTOL, MOD 459
3229	GLOCK .40 CAL SEMI-AUTO PISTOL, MOD 22
3230	BERETTA .380 CAL SEMI-AUTO PISTOL, MOD UNKNOWN
3231	BERETTA 9MM SEMI-AUTO PISTOL, MOD 92BRIGADIER
3232	SMITH & WESSON 9MM SEMI-AUTO PISTOL, MOD 6906
3233	TANOGLIO GARDONE .22 CAL REVOLVER, DOD TA76
3234	RUGER .357 MAG REVOLVER, MOD SECURITY SIX
3235	SIG SAUER .45 CAL SEMI-AUTO PISTOL, MOD P250
3236	SMITH & WESSON .40 CAL PISTOL, MOD SW40VE
3237	RUGER .380 SEMI-AUTO PISTOL, MOD LCP
3238	TAURUS .40CAL SEMI-SUTO PISTOL, MOD PT24/7PRO
3239	TAURUS .380 CAL SEMI-AUTO PISTOL, MOD PT738
3240	SMITH & WESSON .357 MAG REVOLVER, MOD 66
3241	TAURUS .357 MAG REVOLVER, MOD ROSSI
3242	TAURUS .40 CAL SEMI-AUTO PISTOL, MOD PT140PRO
3243	BRYCO ARMS .38 CAL SEMI-AUTO PISTOL, MOD 38



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

CITY OF
GLENDALE
 Materials
 Management
 5850 West Glendale
 Avenue, Suite 317
 Glendale, Arizona
 85301

Exhibit 6 – Notice of Unclaimed Personal Property – Weapons (2 of 3)

3244	MODEASA .22 CAL REVOLVER, UNKNOWN MOD
3245	BERETTA .32 CAL SEMI-AUTO PISTOL, MOD 1934
3246	PHOENIX ARMS .22 SEMI-AUTO PISTOL, MOD HP22
3247	SMITH & WESSON 9MM SEMI-AUTO PISTOL, MOD MP9
3248	TALIBUS .357 CAL REVOLVER, MOD 947
3249	Exhibit 6 – Notice of Unclaimed Personal Property -
3250	RUGER .357 MAG REVOLVER, MOD 5 SHOT
3251	HI POINT .45 CAL SEMI-AUTO PISTOL, MOD JHP
3252	HI POINT .45 CAL SEMI-AUTO PISTOL, MOD JHP
3253	MASTERPIECE ARMS 9MM SEMI-AUTO PISTOL, UNKNOWN MOD
3254	STURM .45 CAL SEMI-AUTO PISTOL, MOD RUGER
3255	HI POINT .380 CAL PISTOL
3256	SEMI-AUTO PISTOL W/O MAG, UNKNOWN MODEL
3257	RUGER .22 CAL SEMI-AUTO PISTOL, MOD UNKNOWN
3258	RUGER 9MM SEMI-AUTO PISTOL, MOD P89DC
3259	CONNECTICUT VALLEY ARMS .44 CAL REVOLVER, BLK POWDER
3260	KELTEC 9MM SEMI-AUTO PISTOL, MOD P11
3261	PHOENIX ARMS .25 CAL SEMI-AUTO PISTOL, MOD RAVEN
3262	GLOCK 9MM SEMI-AUTO PISTOL, MOD 26
3263	SMITH & WESSON .380 CAL SEMI-AUTO PISTOL, BODYGUARD
3264	GLOCK 9MM SEMI-AUTO PISTOL, MOD 26
3265	STERLING ARMS .25 CAL SEMI-AUTO PISTOL, UNKNOWN MOD
3266	RUGER 9MM SEMI-AUTO PISTOL, MOD P95
3267	JENNINGS .22 CAL SEMI-AUTO PISTOL, MOD J22
3268	RIVER JOHNSON .32 CAL REVOLVER, UNKNOWN MOD
3269	JIMENEZ 9MM SEMI-AUTO PISTOL, MOD JA NINE
3270	SMITH & WESSON .308 CAL SEMI-AUTO PISTOL, BODYGUARD 380
3271	SMITH & WESSON .38 CAL REVOLVER, MOD BODYGUARD
3272	COBRA .380 CAL SEMI-AUTO PISTOL, MOD FS380
3273	CDM PROD INC .22 CAL REVOLVER, MOD CDM
3274	MADISON IMPORT .32 CAL SEMI-AUTO PISTOL
3275	BERSA .380 CAL SEMI-AUTO PISTOL, MOD THUNDER
3276	RUGER .357 CAL REVOLVER, UNKNOWN MODEL
3277	SMITH & WESSON .40 CAL SEMI-AUTO PISTOL, MOD MP40 SHIELD



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 6 – Notice of Unclaimed Personal Property – Weapons (3of 3)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

3278	SMITH & WESSON .38 CAL REVOLVER
3279	SIG SAUER .40 CAL SEMI-AUTO PISTOL, MOD P229
3280	COBRA .380 CAL SEMI-AUTO PISTOL, MOD CA-380
3281	RUGER .22 CAL SEMI-AUTO PISTOL, MOD MK II
3282	SIG SAUER .40 CAL SEMI-AUTO PISTOL, MOD P229
3283	H & R .22 CAL REVOLVER, MOD 999
3284	WINCHESTER .30-.30 CAL RIFLE, MOD 94AE
3285	WINCHESTER .30-.30 CAL RIFLE, MOD 94
3286	MOSSBERG 12GA SHOTGUN, MOD 500A
3287	RUGER .22 CAL SEMI-AUTO RIFLE, MOD 10/22
3288	TAURUS .22 CAL RIFLE, MOD ROSSI
3289	SEARS & ROEBUCK 12GA SHOTGUN, MOD 1012380D
3290	GLENFIELD .22 CAL SEMI-AUTO RIFLE, MOD 66
3291	ROMARM SA/CUGIR .762 CAL RIFLE, UNKNOWN MODEL
3292	CRICKETT .22 CAL RIFLE, MOD LR
3293	WINCHESTER 20GA SHOTGUN, MOD 370
3294	WINCHESTER 20GA SHOTGUN, MOD
3295	MOSSBERG 20GA SHOTGUN, MOD 500C
3296	HARRINGTON & RICHARDSON 12GA SHOTGUN
3297	JC HIGGINS .22 CAL RIFLE, MOD 42
3298	MARLIN .22 CAL RIFLE, MOD 795
3299	SPRINGFIELD .22 CAL RIFLE, MOD 84C
3300	RUGER .22 CAL RIFLE, MOD 10/22
3301	MARLIN .22 CAL RIFLE, MOD 60W
3302	MOSSBERG .22 CAL RIFLE, MOD 715T
3303	MOSSBERG 12GA SHOTGUN
3304	MOSSBERG 12GA SHOTGUN, MOD 500A
3305	MOSSBERG 12GA SHOTGUN, MOD MAVERICK
3306	MUZZLE LOADING FIREARM, UNKNOWN CAL
3307	MUZZLE LOADING FIREARM, UNKNOWN CAL

DEMAND IS HEREBY MADE upon all owners of the above described personal property to make claim and proof of ownership of the same satisfactory to the officer named below within thirty (30) days from the date of this notice.

FAILURE SO TO DO within the said thirty (30) day period shall be deemed to be an abandonment of the said personal property and the same may be disposed of by the City of Glendale, Arizona.

DATED this 9TH DAY OF OCTOBER, 2014
By: JAMES PEER



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
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Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

**Title: PROPERTY AND EVIDENCE SUPERVISOR
GLENDALE POLICE DEPARTMENT
6835 N. 57th DRIVE
GLENDALE, AZ 85301
(623) 930 3375**



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 7- Notice Community Development Block Grant Program

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

PUBLIC NOTICE

The City of Glendale, Arizona, in conjunction with its Community Development Block Grant Program, wishes to advise that any person having reason to believe that he or she has been discriminated against in the purchase or rental of a dwelling because of race, religion, color, sex, age, handicap, familial status or national origin may call:

**COMMUNITY LEGAL SERVICES
(602) 258-3434 X 230**

Complaints of discrimination in the sale or rental of housing can be filed with this office.

Call...(602) 258-3434 X 230

Publish:

October 16, 2014

La Ciudad de Glendale, Arizona en union con su Programa de Otorgamientos para el Desarrollo de la Comunidad, desea informar que caualquier persona que tenga razon en creer que han descriminado contra el o ella, en la compra o renta de divined, poor motivo de religion, raza, color, sexo, edad, impedimento fisico posicion social o nacionalidad, puede llamar al:

**SERVICIOS LEGAL DE LA COMUNIDAD
(602) 258-3434 X 230**

Quejas de descriminacion en la compra o renta de vivienda pueden ser sometidos a esta oficina.

LLAME (602) 258-3434 X 230

Publish:

October 16, 2014





Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
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Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

**TO BE PUBLISHED IN NON-LEGAL SECTION WITH A BLACK LINE BORDER, HUD AND CITY
LOGO IN BOTTOM RIGHT CORNER**



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 8 – Resolution (English)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

RESOLUTION NO. 4190 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT TITLE TO AND POSSESSION OF CERTAIN REAL PROPERTY OWNED BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY LOCATED ON THE NORTH SIDE OF THE GRAND CANAL AT 79TH AVENUE BE ACCEPTED BY THE CITY OF GLENDALE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed necessary and essential for the City of Glendale to accept from the Flood Control District of Maricopa County certain real property located on the north side of the Grand Canal at 79th Avenue in the City of Glendale, Maricopa County, Arizona, which property is more particularly described as follows:

[See Exhibit "A" attached hereto and incorporated herein by this reference.]

SECTION 2. That the City Manager and the City Clerk be, and they hereby are, authorized and directed to execute and any and all other documents necessary to accept said real property on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of September, 2008.

Elaine M. Scruggs
MAYOR

ATTEST:

Pamela Hanna
City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall
City Attorney



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

**CITY OF
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Glendale, Arizona
85301**

REVIEWED BY:

Ed Beasley
City Manager



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 9.- Resolution (Spanish) 1 of 3

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

RESOLUCIÓN NO. 4191 NUEVA SERIE

**RESOLUCIÓN DEL CONCILIO DE LA CIUDAD DE
GLENDALE, CONDADO DE MARICOPA, ARIZONA, DECLARANDO
Y ADOPTANDO LOS RESULTADOS DE LA ELECCIÓN PRIMARIA
CELEBRADA EL 2 DE SEPTIEMBRE, 2008; Y ORDENANDO QUE
SE REGISTRE UNA COPIA CERTIFICADA DE LA PRESENTE RESOLUCIÓN.**

MIENTRAS QUE, el Concilio de la Ciudad de Glendale, Condado de Maricopa, Arizona, mediante la Resolución No. 4171, Nueva Serie, adoptada el día 24 de junio, 2008, hizo que se presentara ante los electores cualificados de la Ciudad de Glendale (la "Ciudad") una notificación de la Elección Primaria convocada para, y celebrada en y por, la Ciudad el 2 de septiembre, 2008; con el propósito de: (1) nominar candidatos para los puestos de Alcalde y Concilio para los Distritos de Cactus, Sahuaro y Yucca; y (2) someter a votación la Proposición No. 404; una iniciativa, presentada por petición, proponiendo la enmienda del Artículo IX de la Carta Municipal de la Ciudad de Glendale, para cambiar el método de votación para puestos municipales (Mejor Boleta Glendale); y

MIENTRAS QUE, el Concilio mandó que la Secretaria de la Ciudad emitiera la notificación de la Elección Primaria, mediante publicación de la misma en el periódico [REDACTED] conforme a derecho; siendo éste un periódico de publicación y circulación general dentro de la Ciudad. Dicha notificación, según el texto publicado, indicaba específicamente los lugares en las cuales se celebraría dicha Elección Primaria, los nombres de los candidatos y el texto de la proposición sometida a votación. Una copia de dicha notificación, junto con el affidavit de publicación anexo a la misma, se encuentra ahora registrada como parte de las Actas del Concilio de Glendale; y

MIENTRAS QUE, el resultado de la elección ha sido presentado al Concilio y éste ha completado el escrutinio de los votos.

POR LO EXPUESTO, EL CONCILIO DE LA CIUDAD DE GLENDALE RESUELVE lo siguiente:

ARTÍCULO 1. Que el número total de votos emitidos en dicha Elección Primaria, según consta en el informe acumulativo, fue de 18,620 (dieciocho mil seientos veinte).

ARTÍCULO 2. Que el número total de votos anulados fue de 136.

ARTÍCULO 3. Que los votos emitidos para los candidatos a Alcade fueron:

Distrito/Nombre

Total deVotos



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 9 – Resolution (Spanish) 2 of 3

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

ALCALDE

Table with 2 columns: Candidate Name, Total Votes. Rows: Scruggs, Elaine (16,342); Pennington, Terry (añadidos) (144)

ARTÍCULO 4. Que los votos emitidos en favor de los candidatos para el Concilio fueron:

Distrito/Nombre Total deVotos

DISTRITO DE CACTUS

Table with 2 columns: Candidate Name, Total Votes. Rows: Lieberman, Phil (1,514); Hirsch, Gary (1,378)

DISTRITO DE SAHUARO

Table with 2 columns: Candidate Name, Total Votes. Row: Frate, Steven (3,157)

DISTRITO DE YUCCA

Table with 2 columns: Candidate Name, Total Votes. Rows: Clark, Joyce (1,431); Marx, Carole (546)

ARTÍCULO 5. Que los votos emitidos para la Proposición fueron:

PROPOSICIÓN NO. 404 (Mejor Boleta Glendale)

Table with 2 columns: Response, Total Votes. Rows: Sí (7,046); No (8,541); TOTAL (15,587)

ARTÍCULO 6. Que los Anexos A a G adjuntos a la presente Resolución incluyen un escrutinio detallado de los votos emitidos en la Elección Primaria del 2 de septiembre, 2008.

ARTÍCULO 7. Que por la presente se resuelve, determina y declara para el Acta que los siguientes candidatos recibieron más de la mitad del total de los votos válidos emitidos y, por consiguiente, se les otorga los debidos certificados de elección:

ALCALDE



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 9 – Resolution (Spanish) 3 of 3

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Scruggs, Elaine

DISTRITO DE CACTUS

Lieberman, Phil

DISTRITO DE SAHUARO

Frate, Steven

DISTRITO DE YUCCA

Clark, Joyce

ARTÍCULO 8. Que por la presente se resuelve, determina y declara para el Acta que, en cuanto a la Proposición No. 404 (Mejor Boleta Glendale), la mayoría de los votos emitidos no favorecieron la enmienda del Artículo IX de la Carta Municipal, para cambiar el método de votación para puestos municipales.

ARTÍCULO 9. Que por la presente se resuelve, determina y declara para el Acta que no será necesario celebrar una segunda ronda de elecciones para los puestos de Alcalde o Concilio.

ARTÍCULO 10. Que se le ordene y autorice a la Secretaria a enviar una copia certificada de la presente Resolución para su inscripción en la Oficina de Registros del Condado de Maricopa.

ACEPTADA, ADOPTADA Y APROBADA por el Alcalde y el Concilio de la Ciudad de Glendale, Condado de Maricopa, Arizona, este 16° día de septiembre, 2008.

ALCALDE

ATESTIGUA:

Secretaria (SELLO)



Solicitation Number: IFB 15-32

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85301**

APROBADA EN CUANTO A FORMA:

Abogado de la Ciudad

REVISADO POR:

Gerente de la Ciudad



Solicitation Number: IFB 15-32

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**CITY OF
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85301**

Exhibit 10 – Notice for Request for Proposal (RFP) 1 of 2

NOTICE OF REQUEST FOR PROPOSALS

**CITY OF GLENDALE
AIRPORT APRON REHABILITATION
AND LIGHTING IMPROVEMENTS
Project No. 131409**

CONSULTING SERVICES

The City of Glendale is seeking a qualified consulting firm, or team, to provide design, preliminary cost estimating, permitting approvals and construction administration services for the rehabilitation of the aircraft parking apron for the Glendale Municipal Airport. All improvements will be designed and constructed in conformance with applicable FAA specifications and Advisory Circulars. The estimated construction cost for this project is approximately \$2,000,000.

1. PROJECT DESCRIPTION

The Glendale Municipal Airport is located at 6801 North Glen Harbor Boulevard. The airport was constructed in 1986 and since this time the airport apron area has received several pavement treatments. The qualified consultant shall investigate the apron pavement to determine the level of rehabilitation required. There is approximately 48,500 square yards of existing aircraft parking apron and related taxi lanes in the airport center ramp area that needs to be evaluated. The project will also include the associated apron markings, aircraft tie-down restoration, and reconfiguring the apron lighting to maximize aircraft parking.

2. SCOPE OF WORK

The Engineer will work closely with the City, Airport staff, FAA and ADOT during the design and construction phases of this project. The City will utilize the services of the Engineer for programming, design, construction administration and cost estimating. This project will require the following professional services: civil, surveying, environmental, geotechnical and electrical. The Engineer will be required to prepare and submit all required FAA and ADOT forms associated with this project. The Engineer, if requested by the City, may also be required to make presentations, conduct public meetings and other related public involvement activities. The City reserves the right to delete any services not required and to initiate additional procurement action for any of the services included in this initial procurement.

3. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on Thursday, October 10, 2013, at 10:00 a.m., in the Glendale Municipal Airport 2nd floor conference room, 6801 N. Glen Harbor Boulevard. At this meeting staff will discuss the scope of work, general contract issues and respond to questions from the attendees.



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

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Exhibit 10 – Notice for Request for Proposal (RFP) 2 of 2

Because City staff may not have time to respond to individual inquiries regarding the scope outside of this pre-submittal conference, it is recommended that interested firms send a representative to this pre-submittal conference.

4. REQUEST FOR PROPOSAL PACKET

The RFP packet can be obtained at the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, AZ 85301, Office: (623) 930-3630 / Fax: (623) 930-2861.

To request that a copy of the RFP packet be sent to your firm through the U.S. Mail or by courier service, fax or mail your request on your company letterhead referencing to this RFP to the City of Glendale Engineering Department. If requesting to use a courier service the requestor must pay for and provide courier-shipping information.

To request the RFP Packet by email, please email both Kathy Mitchell at (KMitchell@glendaleaz.com) and Michelle Lizarraga (MLizarraga@glendaleaz.com) referencing this RFP.

Firms requesting an RFP Packet from the Engineering Department will be included on the Request for Proposal Holders List, however, the City accepts no responsibility for receipt of the RFP packets.

Questions pertaining to the RFP or consultant selection process should be directed in writing or emailed to Bill Passmore, Engineering Department, City of Glendale, 5850 West Glendale Avenue, Glendale, AZ 85301, or bpasmore@glendaleaz.com.

The RFP submittal date is: Friday, October 18, 2013, no later than 2:00 p.m. Any proposal received after this time will not be considered and will be returned to the consultant.

CITY OF GLENDALE, ARIZONA

Published: September 26 & October 3, 2013



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 11 – Notice of Ordinance (Long Version) 1 of 8

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
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Glendale, Arizona
85301**

ORDINANCE NO. 2656 NEW SERIES

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A 2008 LEASE AGREEMENT WITH THE WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION RELATING TO THE FINANCING OF A SPRING TRAINING FACILITIES FOR MAJOR LEAGUE BASEBALL, RELATED FACILITIES AND OTHER PUBLIC INFRASTRUCTURE; (2) PLEDGING CERTAIN EXCISE TAXES AND RECEIPTS IMPOSED OR RECEIVED BY THE CITY; (3) APPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION OF A GROUND LEASE, A SERIES 2008 TRUST INDENTURE IN ONE OR MORE SERIES OF BONDS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$200,000,000, SUCH SERIES 2008 LEASE AGREEMENT AND A PURCHASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE CITY MANAGER OR THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AND (6) DECLARING AN EMERGENCY.

WHEREAS, the *Western Loop 101 Public Facilities Corporation*, (the "Corporation"), a nonprofit corporation, is authorized and empowered, among other things (a) to issue its special obligation bonds for the purposes of assisting the City of Glendale, Arizona (the "City") in acquiring and constructing certain municipal improvements and otherwise incurring expenses to improve the use of certain municipal facilities, (b) to enter into a lease and a ground lease and other necessary documents and to provide for rentals sufficient to pay the principal of and premium, if any, and interest on such bonds, (c) to secure such bonds as provided for herein, and (d) to enact this Resolution and enter into the Series 2008 Ground Lease and the Series 2008 Lease Agreement, all as hereinafter defined, upon the terms and conditions provided herein and therein; and



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

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GLENDALE
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85301**

Exhibit 11 – Notice of Ordinance (Long Version) 2 of 8

WHEREAS, the City has determined that it is beneficial to its citizens to design, acquire, construct and equip certain spring training facilities for major league baseball and other infrastructure on the land associated with the spring training facilities (the “2008 Stadium Property” and the “2008 Stadium Project”, respectively) and to design and construct certain public infrastructure necessary to support the spring training facilities (the “2008 Infrastructure Project” and together with the “2008 Stadium Project”, the “2008 Project”); and

WHEREAS, the Board of Directors of the Corporation has indicated that they desire to assist the City in refinancing the 2008 Project and financing certain new costs, among other matters; and

WHEREAS, in order to finance the 2008 Project, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds which may consist of the Corporation’s Third Lien Excise Tax Revenue Bonds, Series 2008A (the “2008A Bonds”), Third Lien Excise Tax Revenue Bonds, Series 2008B (the “2008B Bonds”) and Third Lien Excise Tax Revenue Bonds, Series 2008C (the “2008C Bonds” and together with the 2008A Bonds and 2008B Bonds, collectively, the “2008 Bonds”), of which one or more series may be issued as taxable 2008 Bonds, to be issued pursuant to the Series 2008 Trust Indenture dated as of October 1, 2008 (the “Indenture”); and

WHEREAS, in connection with the execution and delivery of the 2008 Bonds, the Corporation shall enter into a Series 2008 Ground Lease and a Series 2008 Lease Agreement, each dated as determined by the City Manager or Chief Financial Officer as provided herein (the “Lease Agreement”) with the City pursuant to which the City leases the 2008 Stadium Property to the Corporation, and the Corporation leases the 2008 Stadium Property to the City and the City agrees to make lease payments to secure the 2008 Bonds, respectively; and

WHEREAS, the City Manager or Chief Financial Officer will determine the underwriters of the bonds as provided herein (collectively, the “Original Purchaser”), who will offer to purchase, if executed and delivered, the 2008 Bonds pursuant to a Bond Purchase Agreement (the “Purchase Agreement”), by and among the Corporation, the Original Purchaser and the City, and the proceeds of the sale thereof will be applied for costs of the 2008 Project; and

WHEREAS, the City will pledge its Unrestricted Excise Taxes (as defined in the Lease Agreement) to the payment of its rental payments under the Lease Agreement, but on a basis subordinate to the City’s Senior Obligations and Subordinate Obligations (as each such term is defined herein) as more fully described herein and in the Basic Documents (defined below); and

WHEREAS, there have been presented to the City Council of the City at the meeting of the City Council of the City at which this Ordinance is being adopted (i) the proposed form of 2008 Ground Lease; (ii) the proposed form of the Lease Agreement; (iii) the proposed form of the



Solicitation Number: IFB 15-32

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Management
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Avenue, Suite 317
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85301**

Exhibit 11 – Notice of Ordinance (Long Version) 3 of 8

Continuing Disclosure Undertaking of the City and (vi) the proposed form of the Indenture (including the forms of the 2008 Bonds) (the items above referred to herein collectively as the “Basic Documents”) and the form of Preliminary Official Statement to be distributed in connection with the offer and sale of the 2008 Bonds (the “Preliminary Official Statement”); and

WHEREAS, the Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the assistance it renders the City in financing the 2008 Project, and no part of the net earnings of the Corporation, if any, shall ever inure to the benefit of any person, firm or corporation except the City; and

WHEREAS, this Council desires to authorize the execution and delivery of the Basic Documents and such other documents as may be necessary in connection with the execution and delivery of said Basic Documents, the pledge of Unrestricted Excise Taxes (as defined herein) for the payment of the amounts due under the Lease Agreement and the issuance of the 2008 Bonds.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA, THAT:

SECTION 1. In addition to words and terms elsewhere defined in this Ordinance, the capitalized words and terms used herein shall have the meaning given in Article 1 of the Lease Agreement.

SECTION 2. The lease of the 2008 Stadium Property from the City to the Corporation as set forth in the 2008 Ground Lease and the lease of the 2008 Stadium Property from the Corporation as set forth in the Lease Agreement is hereby reconfirmed; and the rent specified in the Lease Agreement for the 2008 Project for those periods specified in the Lease Agreement (the “Lease Payments”) will at least be sufficient to pay the principal and interest on the 2008 Bonds and other obligations secured by the Lease Agreement and the Lease Agreement is hereby approved (but subject to the limitations on the source of City payments as set forth in Section 3). The Mayor and City Clerk of the City are hereby authorized and directed to execute the 2008 Ground Lease and the Lease Agreement on behalf of the City in substantially the form on file with the City Clerk and presented to this Council with such modifications, insertions and changes as may be approved by the executing officials, which approval shall be conclusively evidenced by their execution of the Lease Agreement.

SECTION 3. For the payment of the Lease Payments and other amounts due and payable under the Lease Agreement authorized in Section 2 hereof, there are hereby pledged, on a basis junior and subordinate to the City’s Senior Obligations and Subordinate Obligations, the City’s Unrestricted Excise Taxes. It is intended that this pledge of Unrestricted Excise Taxes will be sufficient to make the Lease Payments pursuant to the Lease Agreement and the City agrees and covenants to make said Lease Payments from such Unrestricted Excise Taxes, except to the extent that



Solicitation Number: IFB 15-32

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**CITY OF
GLENDALE
Materials
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5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Exhibit 11 – Notice of Ordinance (Long Version) 4 of 8

it chooses to make such payments from other funds, as permitted by law. Neither the Lease Agreement nor the promise to pay pursuant thereto nor the 2008 Bonds constitute a general obligation of the City nor shall the City be liable for the payments under the Lease Agreement from ad valorem taxes.

SECTION 4. The City Council of the City hereby finds and determines that the financing of the 2008 Project pursuant to the terms of the 2008 Ground Lease, the Indenture and the Lease Agreement and through the issuance and the sale of the 2008 Bonds are in furtherance of the purposes of the City and in the public interest will enhance the standard of living within the City and within the State.

The City Council of the City hereby increases the authorized amount of Bonds that may be issued by the Corporation to an amount not to exceed \$200,000,000.

The City Council of the City hereby restates its approval of the purposes and activities of the Corporation and the issuance of the 2008 Bonds by the Corporation and reconfirms its agreement to accept title to the 2008 Stadium Property upon discharge of the obligations related thereto, as provided in the Lease Agreement.

SECTION 5. The City hereby amends Resolution No. 4075 New Series, which authorized the creation of the Corporation, by increasing the amount of bonds that the Corporation may issue to \$200,000,000 total.

The City hereby approves the issuance and delivery of the 2008 Bonds, as hereinafter described, by the Corporation in an aggregate principal amount not to exceed \$200,000,000.

The 2008 Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as determined by the Chief Financial Officer of the City, shall bear interest from such date payable on January 1 and July 1 of each year, commencing as determined by the Chief Financial Officer, and shall be fully registered bonds without coupons. The 2008 Bonds shall bear interest at an average rate per annum not to exceed 9.00% and shall mature on July 1 in the years determined by the Chief Financial Officer but not later than 2038.

The forms, terms and provisions of the 2008 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Indenture and are hereby approved.

The City Manager or Chief Financial Officer of the City are hereby authorized and directed to determine on behalf of the City and the Corporation by applicable series: (i) the principal amount of the 2008 Bonds; (ii) the final maturity schedule of the 2008 Bonds; (iii) the provisions for redemption in advance of maturity or payment of the 2008 Bonds; (iv) the interest rates on the 2008



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 11 – Notice of Ordinance (Long Version) 5 of 8

**CITY OF
GLENDALE
Materials
Management
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Avenue, Suite 317
Glendale, Arizona
85301**

Bonds; (v) the sales price and terms of the purchase of the 2008 Bonds (including the underwriter's discount [which shall not exceed 1% of the aggregate principal amount of the 2008 Bonds] and the original issue discount or premium), (vi) the provisions for credit enhancement, if any, for the 2008 Bonds including a debt service reserve fund or surety bond; and (vii) the provisions for a revenue stabilization fund and/or contingency amount, if any, if deemed to be in the best interests of the City.

Each series of Bonds may be issued as tax-exempt or taxable as determined by the Chief Financial Officer of the City. The City Financial Officer may determine to issue only the Series 2008A Bonds and Series 2008B Bonds. If no Series 2008C Bonds are issued, references therein to such Bonds shall have no force and effect.

The provisions for redemption of the Bonds shall be as set forth in the Purchase Contract and the Indenture.

The forms and other terms and provisions of the 2008 Bonds and the provisions for the signatures, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Indenture and are hereby approved.

SECTION 6. The City Manager or the Chief Financial Officer of the City are hereby authorized and directed to select the underwriter(s) of the bonds, provided that any such underwriter shall have net capital in excess of \$10,000,000 and has served as a senior manager or co-manager on an Arizona issue within the last twelve months. If the underwriter(s) have been selected as of the date of this Ordinance, the names of such underwriters shall be as set forth on Exhibit I. The 2008 Bonds shall be sold to the Original Purchaser pursuant to the Purchase Agreement (in a form satisfactory to the City and its counsel) and execution of such Purchase Agreement is hereby authorized and approved.

SECTION 7. The forms, terms and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting of the City Council of the City at which this Ordinance is being adopted, are hereby approved. The Mayor of the City or any other member of the City Council of the City are hereby authorized and directed to execute and deliver, and the City Clerk of the City to attest, the Basic Documents, with such insertions, omissions and changes as shall be approved by the Mayor or the Chief Financial Officer of the City, the execution of such documents being conclusive evidence of such approval and particularly of approval and acceptance of the covenants contained therein by the City Council of the City on behalf of the City.

SECTION 8. The City Council of the City hereby requests the Corporation to take any and all action necessary in connection with the execution and delivery of the Basic Documents and requests that the Corporation execute and deliver the Basic Documents and any other documents



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 11 – Notice of Ordinance (Long Version) 6 of 8

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

necessary in connection therewith and hereby acknowledges that the Corporation is acting on behalf of and at the direction of the City for all purposes described herein.

SECTION 9. The City Manager or Chief Financial Officer is authorized to enter into such agreements as he determines necessary in conjunction with obtaining bond insurance or a reserve fund surety bond, if any.

All actions of the City related to preparing and distributing the Preliminary Official Statement are hereby approved and ratified. The portions of the Official Statement regarding the 2008 Bonds which concern and describe the City are hereby approved and the City Manager or the Chief Financial Officer is hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

SECTION 10. The Preliminary Official Statement in substantially the form submitted to the City is approved and the distribution of the same is hereby approved. The Preliminary Official Statement is "deemed final" (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c212(b)(1) and a final official statement will be prepared and distributed to the Original Purchaser for purposes of SEC Rule 15c212(b)(3) and (4). Either the Mayor, City Manager or Chief Financial Officer of the City is authorized and directed to complete and sign on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes and supplements as either the Mayor, City Manager or Chief Financial Officer of the City shall approve as being necessary or desirable for its purposes. The Mayor, City Manager or Chief Financial Officer of the City is authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the 2008 Bonds as may in his or her judgment be necessary or appropriate. The references to the City contained in the Preliminary Official Statement and such final Official Statement relating to the 2008 Bonds are hereby authorized and approved.

SECTION 11. The Mayor, the City Manager, the Deputy City Manager, the Clerk and the Chief Financial Officer of the City are hereby authorized and directed to do all such acts and things to execute, acknowledge and deliver all such documents (including, without limitation, tax compliance certificates, security agreements and financing statements or any amendments to such documents and all closing documents) as may in their discretion be deemed necessary or desirable to carry out and comply with the terms, provisions and intent of this Ordinance, and the Basic Documents and all exhibits to any of the foregoing. All of the acts of the officers of the City which are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are hereby ratified, confirmed and approved in all respects.

SECTION 12. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the 2008 Bonds designated as "tax-exempt" (the "Tax-Exempt Bonds")



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 11 – Notice of Ordinance (Long Version) 7 of 8

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code"), or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. The Mayor or the Chief Financial Officer, as the fiscal officer, or any other officer having responsibility for issuance of the Tax-Exempt Bonds shall, alone or with any other officer or employee or consultant to the City, give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Tax-Exempt Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds, the facts, circumstances and estimates on which they are based and other facts and circumstances relevant to the tax treatment of interest on the Tax-Exempt Bonds.

The City covenants (a) that it will take or cause to be taken such actions which may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes, (b) that it will not take or authorize to be taken any actions which would adversely affect that exclusion and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Tax-Exempt Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, the Chief Financial Officer and other appropriate officers are hereby authorized and directed to take any and all such actions, make calculations and rebate payments, and make or give such reports and certifications, as may be appropriate to assure such exclusion of that interest.

SECTION 13. After any of the 2008 Bonds are delivered by the Trustee to the Original Purchaser upon receipt of payment therefor, this Ordinance shall be and remain irrevocable until the 2008 Bonds and the interest thereon shall have been fully paid, canceled and discharged.

SECTION 14. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 15. All orders and Ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order or Ordinance or any part thereof.

SECTION 16. That pursuant to the Facilities Development Agreement, the Teams (as defined in the Lease Agreement), and/or its affiliated or related organizations, are required to make certain contributions ("Team Deposits") necessary for the development of the 2008 Stadium Project



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 11 – Notice of Ordinance (Long Version) 8 of 8

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

(as defined in the Lease Agreement) to the extent development costs are in excess of the city commitment amount. The Team Deposits are currently expected to not exceed \$30,000,000. The Council hereby expresses its official intent pursuant to Treasury Regulation section 1.141-4(c)(3)(v) that such Team Deposits are to be allocated to equity for the 2008 Stadium Project. The Council may amend this Ordinance to reflect revised estimates of costs.

SECTION 17. The immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City for the reason that the bonds herein authorized must be sold at the earliest possible time in order to obtain the most advantageous interest rate (including that certain of the 2008 Bonds will be sold on a tax-exempt basis subject to customary exceptions) on the 2008 Bonds; an emergency is, therefore, declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State.

PASSED, APPROVED AND ADOPTED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of September, 2008.

Elaine M. Scruggs
MAYOR

ATTEST:

Pamela Hanna
City Clerk

APPROVED AS TO FORM:

Craig Tindall
City Attorney

REVIEWED BY:

Ed Beasley



Solicitation Number: IFB 15-32

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**CITY OF
GLENDALE
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5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

City Manager



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 12- Public Hearing Notice (1 of 4)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

CITY OF GLENDALE

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT the City of Glendale City Council will hold a public hearing on September 9, 2014, at 6:00 p.m. in the Glendale Council Chambers Building, 5850 West Glendale Avenue, Glendale, Arizona, to hear the following:

AN-173:

A portion of the southeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the south quarter corner of said Section 12, monumented by a Maricopa County aluminum cap in pothole, from which the southeast corner of said Section 12, monumented by a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" bears as a basis of bearing South 89 degrees 30 minutes 14 seconds East, 2,633.08 feet;

Thence along said south line of said Section 12, South 89 degrees 30 minutes 14 seconds East, 612.58 feet;

Thence departing said south line, North 00 degrees 29 minutes 46 seconds East, 33.00 feet to the north line of the south 33.00 feet of said southeast quarter and the Point of Beginning;

Thence departing said north line, along the new right-of-way line of State Route 303L, as shown on the Final R/W Plans for Arizona Department of Transportation Project No. 303-A(209)N, North 69 degrees, 14 minutes, 25 seconds West, 170.35 feet;

Thence North 86 degrees 14 minutes 06 seconds West, 271.84 feet;

Thence North 12 degrees 13 minutes 58 seconds West, 150.04 feet;

Thence North 00 degrees 07 minutes 02 seconds East, 146.14 feet;

Thence North 02 degrees 01 minutes 02 seconds West, 1009.52 feet;

Thence North 04 degrees 00 minutes 09 seconds East, 866.57 feet;

Thence North 00 degrees 58 minutes 09 seconds East, 350.37 feet;



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 12– Public Hearing Notice (2 of 4)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Thence South 89 degrees 01 minutes 51 seconds East, 150.00 feet;

Thence North 00 degrees 58 minutes 09 seconds East, 38.88 feet to the east-west mid-section line of said Section 12;

Thence departing said new right-of-way line, along said east-west mid-section line, South 89 degrees 44 minutes 53 seconds East, 990.98 feet to the northeast corner of the northwest quarter of the southeast quarter of said Section 12;

Thence departing said east-west mid-section line, along the east line of said northwest quarter of the southeast quarter of Section 12, South 00 degrees 08 minutes 47 seconds West, 1332.88 feet to the southeast corner of said northwest quarter of the southeast quarter of Section 12, said corner also being the northwest corner of the southeast quarter of the southeast quarter of said Section 12;

Thence departing said east line, along the north line of said southeast quarter of the southeast quarter of Section 12, South 89 degrees 37 minutes 33 seconds East, 1,284.20 feet to the west line of the east 33.00 feet of said southeast quarter of the southeast quarter of Section 12;

Thence departing said north line, along said west line, South 00 degrees 10 minutes 32 seconds West, 1,302.61 feet to the north line of the south 33.00 feet of the southeast quarter of said section 12;

Thence departing said west line, along said north line, North 89 degrees 30 minutes 14 seconds West, 1,987.31 feet to the Point of Beginning;

And that portion of the following described property, in the Southwest quarter of the Northeast quarter Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89 degrees 30 minutes 14 seconds West, 2,633.08 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS29891" marking the Northeast corner of said section 13;

Thence along the north-south mid-section line of said Section 13, South 00 degrees 15 minutes 39 seconds West, 1323.13 feet;

Thence South 89 degrees 31 minutes 45 seconds East 100.76 feet, to Point of Beginning;

Thence South 89 degrees 31 minutes 45 seconds East, 1216.47 feet;

Thence South 00 degrees 13 minutes 19 seconds West, 1322.55 feet;



Solicitation Number: IFB 15-32

LEGAL ADVERTISING

Exhibit 12- Public Hearing Notice (3 of 4)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Thence North 89 degrees 33 minutes 15 seconds West, 1270.12 feet;

Thence along the new right-of-way line of State Route 303L, North 00 degrees 15 minutes 39 degrees East, 670.80 feet;

Thence North 04 degrees 53 minutes 15 seconds East, 654.09 feet to Point of Beginning.

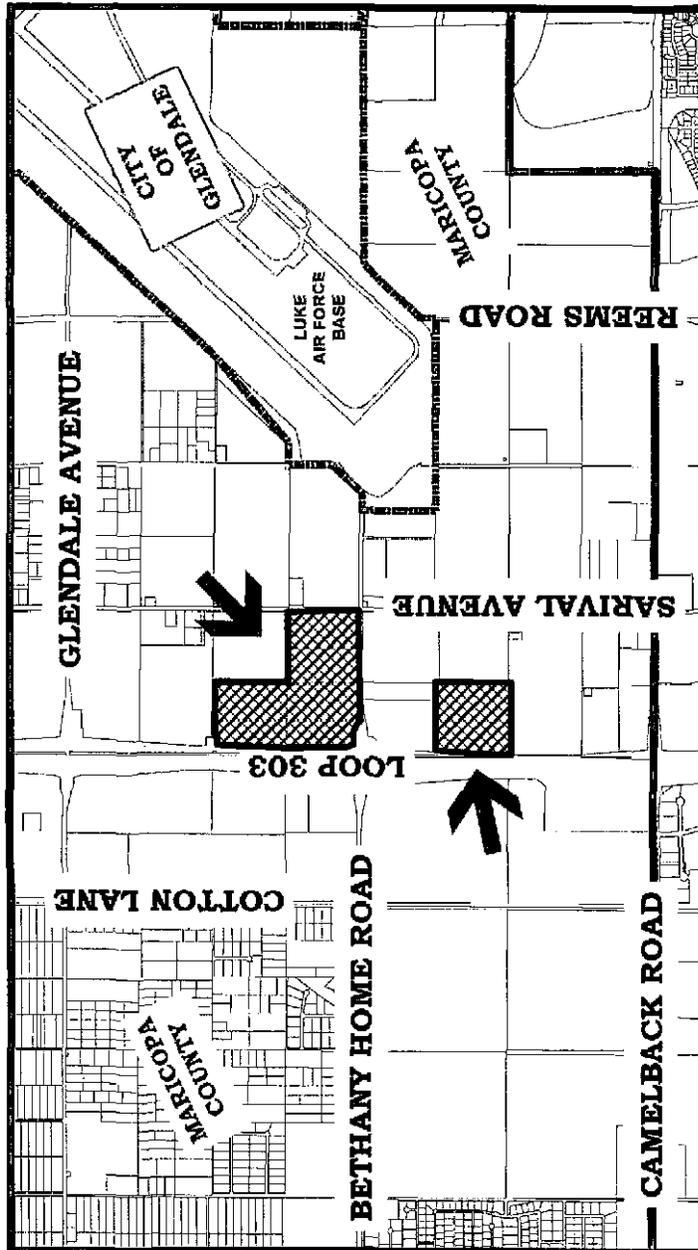
The area described above encompasses approximately 147 acres and includes private property and the dedicated county roads located within the area. A complete description of the property to be annexed, along with a map of the area, can be obtained from the Planning Division, City of Glendale, 5850 West Glendale Avenue, Glendale, Arizona. Staff contact: Thomas Ritz (Municipal Planning Area).



Solicitation Number: IFB 15-32

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CASE NO. AN-173
PROPOSED ANNEXATION OF APPROXIMATELY 147 ACRES
AT THE NORTHEAST CORNER OF STATE ROUTE 303 AND BETHANY HOME ROAD.

Legend:
Glendale City Boundaries
City of Glendale
Proposed Annexation

Copies of all applications, exhibits, documents, and complete legal descriptions of the affected parcels are available for public review at the Development Services Department, 5850 West Glendale Avenue,



Solicitation Number: IFB 15-32

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Exhibit 12– Public Hearing Notice (4 of 4)

**CITY OF
GLENDALE
Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

2nd Floor, Glendale, Arizona, between the hours of 8:00 a.m. and 5:00 p.m. weekdays. For further information, please call the staff contact listed for each application at (623) 930-2800. Interested parties are invited to attend and participate in the public hearing. If you require special accommodations due to a disability, please contact Diana Figueroa at (623) 930-2808 or dfigueroa@glendaleaz.com at least three working days prior to the meeting. Hearing impaired persons should call (623) 930-2197.

CITY OF GLENDALE
Brenda S. Fischer, ICMA-CM
City Manager

Publish: August 21, 2014



Solicitation Number: IFB 15-32

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Exhibit 13– Ordinance with Map included

**CITY OF
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Materials
Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona
85301**

Exhibit 13 - Ordinance with Map included on following pages.

	Solicitation Number: IFB 15-32 LEGAL ADVERTISING	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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NOTE: In addition to completing this Section electronically and including it in the CD-ROM submittal, a printed version shall be submitted with CD-ROM at the time of Offer due date and time.

5.0 PRICE SHEET

Company Name: Pueblo Publishers, Inc. / The Glendale Star

ITEM DESCRIPTION	PRICE
<i>(Note: if pricing varies by day of week, please provide daily pricing under separate attachment. See Section 2.1.1.3)</i>	
1 Legal Notices	\$ <u>1.95</u> /Column inch/insertion
2 Display Notices	\$ <u>1.95</u> /Column inch/insertion
3 <u>NA</u> (List other type of Ad with Price)	\$ <u>NA</u> /Column inch/insertion
4 <u>NA</u> (List other type of Ad with Price)	\$ <u>NA</u> /Column inch/insertion
5 <u>NA</u> (List other type of Ad with Price)	\$ <u>NA</u> /Column inch/insertion

NOTE: An Affidavit of Publication for all legal notices will be supplied with the ad invoice. Affidavits shall include a clipping of the notice, the date or dates published and an oath signed by a newspaper official plus a notarization. For other types of ads, industry standard of proof of publication shall be supplied with invoice.

6 **List type of proof of publication provided for non-legal type ads:**
Printed tear sheet

7 **List Frequency of Publication:**
Weekly

8 **List Deadline for Submitting Ads for Publication:**
Regular: 4pm Thursday prior
Final: 12 Noon Mon. prior

9 **Exhibits (2-13)**

Exhibit 2 – Notice Letter of Hearing

Six (6) column inches @\$1.95 per column inch

Cost per publication: \$11.70



August 8, 2008
Mr. Daryl L. Hutchinson
1345 S. Salem
Mesa AZ 85206
Subject: 8071 W. Lamar, Glendale AZ, 85301
Book-Map-Parcel: 144-10-135-B

Dear Mr. Hutchinson,
The structure located at 8071 W. Lamar, Glendale Arizona, has been declared an **imminently unsafe structure** due to the structures deteriorating condition. Specifically the structure is in violation of sections the International Building Code sections: 115.3.5, 115.3.6, 115.3.7, 115.3.8, 115.3.9, 115.3.10, 115.3.11, 115.3.13, and 115.3.15.
Due to the hazards, The City of Glendale required that the building be repaired or demolished no later than June 27th 2008, as of the date of this letter, no action has been taken to address the conditions. Per the International Building Code section 115.8.5, a public hearing regarding the structure has been set for Tuesday September 16th, at 10:00 a.m. The hearing will be held in room 53, located in the Council Chambers building at the basement level, 5350 West Glendale Avenue, Glendale, Arizona. This building is part of the City Hall complex; parking is available in the adjacent parking garage. The owner of the property, and other parties having interest should appear at the hearing on September 16th, 2008. You must be prepared to show cause why the damaged building has not been repaired or demolished. You must also be prepared to present the Hearing Officer with the following information: 1) documents indicating ownership of the property and/or an agreement between all parties in interest; 2) bids from contractors to abate the health hazard; 3) bids from contractors to demolish the property; or a precise estimate of the cost to completely repair the property; 4) a firm date of completion of all repair work needed to allow occupancy or a completion date for the demolition of the structures.
Section 115.8.5(e) of the IBC allows the Hearing Officer to grant additional time for repairs if good cause exists. If the damaged building is not repaired or demolished, the City Code requires the Building Official, as directed by the Hearing Officer, to have it demolished. The costs of such demolition shall be charged against the real property as a lien.
Please note that any and all costs associated with this hearing, any costs incurred during any investigation, repair, abatement or demolition of this structure are to be borne by the owner of the property. These costs include, but may not be limited to professional services, materials, third party investigations, contractors, sub-contractors as well as hourly rates for City of Glendale employees. These fees will be due upon completion. Failure to reimburse the City for these funds will result in a lien being placed against the property to recover any associated costs.
One option available to property owners within the City of Glendale is voluntary demolition. There are programs available through the City of Glendale's Community Revitalization Department that can pay portions or all of the costs of demolition. Please contact Robert Essel at (623) 930-3674 for more information regarding this program.
If you or any other parties of interest have any questions, please contact me at 623-930-3137.

Sincerely,
Mark Plashkin
Senior Building Inspector
Building Safety Department
CC: Deborah Mazoyer, Building Safety Director
Pam Wertz, Assistant Building Safety Director
David Goulet, Councilmember, Cocotillo District
Jon Froke, Deputy City Manager
Craig Tindall, City Attorney
Russ Romney, Assistant City Attorney
Dan Gunn, Code Compliance Director
Charyn Palmisano, Community Revitalization
Robert Essel, Community Revitalization
Publish The Glendale Star
March 26, 2015

Exhibit 3 – Notice of Public Auction

One (1) column inches @\$1.95 per column inch

Cost per publication: \$1.95



CITY OF GLENDALE
NOTICE OF PUBLIC AUCTION
NOTICE IS HEREBY GIVEN THAT the City of Glendale will auction surplus property the first Saturday of the month at Sierra Auction. For further information call the City of Glendale auction HOT LINE at 623-930-2869.
Publish The Glendale Star
March 26, 2015

Exhibit 4 – Ordinance – Short Version

3.25 column inches @\$1.95 per column inch

Cost per publication: \$6.34



ORDINANCE NO. 2904 NEW SERIES
AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF A CONVEYANCE OF EASEMENT TO CENTURYLINK FOR PROPERTY LOCATED AT THE GLENDALE AIRPORT FOR THE PURPOSE OF UPGRADING AND REROUTING EXISTING TELEPHONE LINES; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.
BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:
SECTION 1. That the City's interest in the property located at the Glendale Airport, in Glendale, Arizona is hereby conveyed to CenturyLink. The legal description of said property is as follows: (See Attachment 1 which is incorporated herein by this reference and depicted as Exhibit A to the Conveyance of Easement.)
SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute a Conveyance of Easement and any and all documents necessary to complete this transaction.
SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.
PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of September, 2014.
Jerry F. Weiers
MAYOR
ATTIES:
Pamela Hanna
City Clerk (SEAL)
APPROVED AS TO FORM:
Michael D. Bailey
City Attorney
REVIEWED BY:
Brenda S. Fischer
City Manager
Publish The Glendale Star
March 26, 2015

Exhibit 5 – Notice of Unclaimed Personal Property

Six (6) column inches (2x3)

@\$1.95 per column inch

Cost per publication: \$11.70



NOTICE OF UNCLAIMED PERSONAL PROPERTY	
NOTICE IS HEREBY GIVEN that the City of Glendale, Arizona is in possession of the following described personal property which has been unclaimed for more than seven (7) days or the owner of the same, or his whereabouts, is unknown to the City of Glendale, Arizona.	
ITEM #	DESCRIPTION
3328	TEAL NEXT 26" MANS BIKE
3328	BLUE 26" MANS BIKE, UNKNOWN BRAND
3330	TURQUOISE 26" MANS BIKE, UNKNOWN BRAND
3331	BLACK 20" BOYS BIKE, UNKNOWN BRAND
3332	GRAY THUSYSES 20" BOYS BIKE
3333	RED HUFFY 26" MANS BIKE
3334	BLACK CENFIS 26" MANS BIKE
3335	WHITE 20" BOYS BIKE, UNKNOWN BRAND
3336	RED NEXT 26" BIKE FRAME
3337	PINK HELLO KITTY 12" GIRLS BIKE
3338	BLUE G1 20" BOYS BIKE
3339	GREEN CHAOS 20" BOYS BIKE
3340	RED SCHWINN 26" LADIES BIKE
3341	PURPLE ROADMASTER LADIES BIKE
3342	ORANGE TREK 26" MANS BIKE
3343	PURPLE NEXT 24" MANS BIKE
3344	SILVER NEXT 20" BOYS BIKE
3345	BLACK GMC 26" MANS BIKE
3346	BLUE K2 26" MANS BIKE
DEMAND IS HEREBY MADE upon all owners of the above described personal property to make claim and proof of ownership of the same satisfactory to the officer named below within thirty (30) days from the date of this notice.	
FAILURE SO TO DO within the said thirty (30) day period shall be deemed to be an abandonment of the said personal property and the same may be disposed of by the City of Glendale, Arizona.	
DATED this 9th DAY OF OCTOBER, 2014.	
By: JAMES PEER	
Title: PROPERTY AND EVIDENCE SUPERVISOR	
GLENDALE POLICE DEPARTMENT	
6835 N. 57th DRIVE	
GLENDALE, AZ 85301	
(623) 930 3375	
Publish The Glendale Star	
March 28, 2015	

Exhibit 6 – Notice of Unclaimed Personal Property - Weapons

16 column inches (2x8) @\$1.95 per column inch
Cost per publication: \$31.20



NOTICE OF UNCLAIMED PERSONAL PROPERTY

NOTICE IS HEREBY GIVEN that the City of Glendale, Arizona is in possession of the following described personal property which has been unclaimed for more than seven (7) days or the owner of the same, or his whereabouts, is unknown to the City of Glendale, Arizona.

ITEM	DESCRIPTION
3217	LORGIN 25 SEMI-AUTO PISTOL MOD P25
3218	HANDGUN SILVER SLIDE BLACK BODY
3219	RUGER 22 CAL SEMI-AUTO PISTOL MOD MARK II
3220	RUGER 9MM SEMI-AUTO PISTOL MOD P89
3221	NEW ENGLAND FIREARMS 32 CAL REVOLVER MOD R73
3223	INTERARMS 41 KING REVOLVER VIRGINIA PATCOON
3223	CHARTER ARMS 38 CAL REVOLVER UNDERCOVER
3224	GLOCK 9MM SEMI-AUTO PISTOL MOD 26
3225	SMITH & WESSON 38 CAL REVOLVER MOD C4-4
3226	RUGER 9MM SEMI-AUTO PISTOL MOD P89DC
3227	TAURUS 9MM SEMI-AUTO PISTOL MOD SLIM
3228	SMITH & WESSON 9MM SEMI-AUTO PISTOL MOD 459
3229	GLOCK 40 CAL SEMI-AUTO PISTOL MOD 22
3230	BERETTA 380 CAL SEMI-AUTO PISTOL MOD UNKNOWN
3231	BERETTA 9MM SEMI-AUTO PISTOL MOD 28RAGADIERA
3232	SMITH & WESSON 9MM SEMI-AUTO PISTOL MOD 459
3233	TANOGLO GARDONE 22 CAL REVOLVER MOD TA76
3234	RUGER 357 MAG REVOLVER MOD SECURITY SIX
3235	SIG SAUER 45 CAL SEMI-AUTO PISTOL MOD P950
3236	SMITH & WESSON 40 CAL PISTOL MOD SW40VE
3237	RUGER 380 SEMI-AUTO PISTOL MOD L1
3238	TAURUS 40 CAL SEMI-AUTO PISTOL MOD P12477PRO
3239	TAURUS 387 CAL SEMI-AUTO PISTOL MOD PT738
3240	SMITH & WESSON 357 MAG REVOLVER MOD 66
3241	TAURUS 357 MAG REVOLVER MOD R083
3242	TAURUS 40 CAL SEMI-AUTO PISTOL MOD PT140PNO
3243	BRYCO ARMS 38 CAL SEMI-AUTO PISTOL MOD 38
3244	MOFASA 22 CAL REVOLVER UNKNOWN MOD
3245	BERETTA 9 CAL SEMI-AUTO PISTOL MOD 1984
3246	PHOENIX ARMS 22 SEMI-AUTO PISTOL MOD HP22
3247	SMITH & WESSON 9MM SEMI-AUTO PISTOL MOD MP9
3248	TAURUS 357 CAL REVOLVER MOD 847
3249	NORINCO 9MM SEMI-AUTO MOD 213
3250	RUGER 357 MAG REVOLVER MOD 5 SHOT
3251	HI POINT 45 CAL SEMI-AUTO PISTOL MOD JHP
3252	HI POINT 45 CAL SEMI-AUTO PISTOL MOD JHP
3253	MASTERPIECE ARMS 9MM SEMI-AUTO PISTOL UNKNOWN MOD
3254	STORM 45 CAL SEMI-AUTO PISTOL MOD RUGER
3255	HI POINT 380 CAL PISTOL
3256	SEMI-AUTO PISTOL W/O MAG UNKNOWN MODEL
3257	RUGER 22 CAL SEMI-AUTO PISTOL MOD UNKNOWN
3258	RUGER 9MM SEMI-AUTO PISTOL MOD P89DC
3259	CONNECTICUT VALLEY ARMS 22 CAL REVOLVER BLK POWDER
3260	KELTER 9MM SEMI-AUTO PISTOL MOD L1
3261	PHOENIX ARMS 25 CAL SEMI-AUTO PISTOL MOD RAVEN
3262	GLOCK 9MM SEMI-AUTO PISTOL MOD 26
3263	SMITH & WESSON 380 CAL SEMI-AUTO PISTOL BODYGUARD
3264	GLOCK 9MM SEMI-AUTO PISTOL MOD 26
3265	STERLING ARMS 25 CAL SEMI-AUTO PISTOL UNKNOWN MOD
3266	RUGER 9MM SEMI-AUTO PISTOL MOD P95
3267	JENNINGS 22 CAL SEMI-AUTO PISTOL MOD J22
3268	RIFLE COPPER 32 CAL REVOLVER UNKNOWN MOD
3269	JWENSE 9MM SEMI-AUTO PISTOL MOD L1
3270	SMITH & WESSON 308 CAL SEMI-AUTO PISTOL BODYGUARD 380
3271	SMITH & WESSON 38 CAL REVOLVER MOD BODYGUARD
3272	COBRA 380 CAL SEMI-AUTO PISTOL MOD P8350
3273	GM PROIMPORT 22 CAL REVOLVER MOD 20M
3274	MADISON IMPORT 32 CAL SEMI-AUTO PISTOL
3275	BERSA 380 CAL SEMI-AUTO PISTOL MOD THUNDER
3276	RUGER 357 CAL REVOLVER UNKNOWN MODEL
3277	SMITH & WESSON 40 CAL SEMI-AUTO PISTOL MOD MP40 SHIELD
3278	SMITH & WESSON 38 CAL REVOLVER MOD
3279	SIG SAUER 40 CAL SEMI-AUTO PISTOL MOD P223
3280	COBRA 380 CAL SEMI-AUTO PISTOL MOD CA-380
3281	RUGER 22 CAL SEMI-AUTO PISTOL MOD MK II
3282	SIG SAUER 40 CAL SEMI-AUTO PISTOL MOD P229
3283	H & A 22 CAL REVOLVER MOD 399
3284	WINCHESTER 30-30 CAL RIFLE MOD 94AE
3285	WINCHESTER 30-30 CAL RIFLE MOD 84
3286	MOSSBERG 12GA SHOTGUN MOD 500A
3287	RUGER 22 CAL SEMI-AUTO RIFLE MOD 10/22
3288	TAURUS 22 CAL RIFLE MOD ROSSI
3289	SEARS & ROEBUCK 12GA SHOTGUN MOD 1012380D
3290	GLENFIELD 22 CAL SEMI-AUTO RIFLE MOD 85
3291	ROMAMM SACQUIGR 762 CAL RIFLE UNKNOWN MODEL
3292	GARRETT 22 CAL RIFLE MOD LT
3293	WINCHESTER 20GA SHOTGUN MOD 370
3294	WINCHESTER 20GA SHOTGUN MOD
3295	MOSSBERG 20GA SHOTGUN MOD 500C
3296	HARRINGTON & RICHARDSON 12GA SHOTGUN
3297	32 FIGGINS 22 CAL RIFLE MOD 24
3298	MARLIN 22 CAL RIFLE MOD 795
3299	SPRINGFIELD 22 CAL RIFLE MOD 84C
3300	RUGER 22 CAL RIFLE MOD 10/22
3301	MARLIN 22 CAL RIFLE MOD 83W
3302	MOSSBERG 22 CAL RIFLE MOD 7151
3303	MOSSBERG 12GA SHOTGUN
3304	MOSSBERG 12GA SHOTGUN MOD 500A
3305	MOSSBERG 12GA SHOTGUN MOD MARPICK
3306	MUZZLE LOADING FIREARM UNKNOWN CAL
3307	MUZZLE LOADING FIREARM UNKNOWN CAL

DEMAND IS HEREBY MADE upon all owners of the above described personal property to make claim and proof of ownership of the same satisfactory to the officer named below within thirty (30) days from the date of this notice.

FAILURE TO DO within the said thirty (30) day period shall be deemed to be an abandonment of the said personal property and the same may be disposed of by the City of Glendale, Arizona.

DATED this 9TH DAY OF OCTOBER, 2014.

By: JAMES PEER
 Title: PROPERTY AND EVIDENCE SUPERVISOR
 GLENDALE POLICE DEPARTMENT
 8835 N. 57th DRIVE
 GLENDALE, AZ 85301
 (623) 930 3375

Publish The Glendale Star
 March 26, 2015

Exhibit 7 – Notice Community Development Block Grant Program

Five (5) column inches @\$1.95 per column inch

Cost per publication: \$9.75

	
PUBLIC NOTICE	
<p>The City of Glendale, Arizona, in conjunction with its Community Development Block Grant Program, wishes to advise that any person having reason to believe that he or she has been discriminated against in the purchase or rental of a dwelling because of race, religion, color, sex, age, handicap, familial status or national origin may call:</p>	
COMMUNITY LEGAL SERVICES (602) 258-3434 X 230	
<p>Complaints of discrimination in the sale or rental of housing can be filed with this office. Call.....(602) 258-3434 X 230 Publish: The Glendale Star March 26, 2015</p>	
<p>La Ciudad de Glendale, Arizona en union con su Programa de Otorgamientos para el Desarrollo de la Comunidad, desea informar que cualquier persona que tenga razon en creer que han discriminado contra el o ella, en la compra o renta de vivienda, por motivo de religion, raza, color, sexo, edad, impedimento fisico posicion social o nacionalidad, puede llamar al:</p>	
SERVICIOS LEGAL DE LA COMUNIDAD (602) 258-3434 X 230	
<p>Quejas de discriminacion en la compra o renta de vivienda pueden ser sometidos a esta oficina.</p>	
<p>LLAME (602) 258-3434 X 230 Publish: The Glendale Star March 26, 2015</p>	 

Exhibit 8 – Resolution (English)

Three (3) column inches @\$1.95 per column inch

Cost per publication: \$5.85



RESOLUTION NO. 4190 NEW SERIES
A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THAT TITLE TO AND POSSESSION OF CERTAIN REAL PROPERTY OWNED BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY LOCATED ON THE NORTH SIDE OF THE GRAND CANAL AT 79TH AVENUE BE ACCEPTED BY THE CITY OF GLENDALE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GLENDALE as follows:

SECTION 1. That it is deemed necessary and essential for the City of Glendale to accept from the Flood Control District of Maricopa County certain real property located on the north side of the Grand Canal at 79th Avenue in the City of Glendale, Maricopa County, Arizona, which property is more particularly described as follows:

[See Exhibit "A" attached hereto and incorporated herein by this reference.]

SECTION 2. That the City Manager and the City Clerk do, and they hereby are, authorized and directed to execute and any and all other documents necessary to accept said real property on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 9th day of September, 2008.

Hains M. Scruggs

MAYOR

ATTESIT:

Pamela Hanna

City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall

City Attorney

REVIEWED BY:

Ed Reasler

City Manager

Publish The Glendale Star

March 26, 2015

Exhibit 9 – Resolution (Spanish)

12 column inches (2x6) @\$1.95 per column inch

Cost per publication: \$23.40



RESOLUCIÓN NO. 4191 NUEVA SERIE
RESOLUCIÓN DEL CONCILIO DE LA CIUDAD DE
GLENDALE, CONDADO DE MARICOPA, ARIZONA, DECLARANDO
Y ADOPTANDO LOS RESULTADOS DE LA ELECCIÓN PRIMARIA
CELEBRADA EL 2 DE SEPTIEMBRE, 2008; Y ORDENANDO QUE
SE REGISTRE UNA COPIA CERTIFICADA DE LA PRESENTE RESOLUCIÓN.

MIENTRAS QUE, el Concilio de la Ciudad de Glendale, Condado de Maricopa, Arizona, mediante la Resolución No. 4171, Nueva Serie, adoptada el día 24 de junio, 2008, hizo que se presentara ante los electores cualificados de la Ciudad de Glendale (la "Ciudad") una notificación de la Elección Primaria convocada para, y celebrada en y por, la Ciudad el 2 de septiembre, 2008; con el propósito de: (1) nominar candidatos para los puestos de Alcalde y Concilio para los Distritos de Cactus, Sahuaro y Yucca; y (2) someter a votación la Proposición No. 404; una iniciativa, presentada por petición, proponiendo la enmienda del Artículo IX de la Carta Municipal de la Ciudad de Glendale, para cambiar el método de votación para puestos municipales (Mejor Boleta Glendale); y

MIENTRAS QUE, el Concilio mandó que la Secretaría de la Ciudad emitiera la notificación de la Elección Primaria, mediante publicación de la misma en el periódico The Glendale Star, conforme a derecho; siendo éste un periódico de publicación y circulación general dentro de la Ciudad; Dicha notificación, según el texto publicado, indicaba específicamente los lugares en los cuales se celebraría dicha Elección Primaria, los nombres de los candidatos y el texto de la proposición sometida a votación. Una copia de dicha notificación, junto con el affidavit de publicación anexo a la misma, se encuentra ahora registrada como parte de los Actas del Concilio de Glendale, y

MIENTRAS QUE, el resultado de la elección ha sido presentado al Concilio y éste ha completado el escrutinio de los votos.

POR LO EXPUESTO, EL CONCILIO DE LA CIUDAD DE GLENDALE RESUELVE lo siguiente:

ARTÍCULO 1. Que el número total de votos emitidos en dicha Elección Primaria, según consta en el informe acumulativo, fue de 18,829 (dieciocho mil ochocientos veintinueve).

ARTÍCULO 2. Que el número total de votos anulados fue de 138.

ARTÍCULO 3. Que los votos emitidos para los candidatos a Alcalde fueron:

Distrito/Nombre	Total de Votos
ALCALDE	
Scruggs, Elaine	18,942
Pennington, Terry (añadidos)	144

ARTÍCULO 4. Que los votos emitidos en favor de los candidatos para el Concilio fueron:

Distrito/Nombre	Total de Votos
DISTRITO DE CACTUS	
Lieberman, Phil	1,514
Hirsch, Gary	1,378
DISTRITO DE SAHUARO	
Frate, Steven	8,167
DISTRITO DE YUCCA	
Clark, Joyce	1,431
Marr, Carole	546

ARTÍCULO 5. Que los votos emitidos para la Proposición fueron:

PROPOSICIÓN NO. 404 (Mejor Boleta Glendale)	
Si	7,046
No	8,541
TOTAL	15,587

ARTÍCULO 6. Que los Anexos A a G adjuntos a la presente Resolución incluyen un escrutinio detallado de los votos emitidos en la Elección Primaria del 2 de septiembre, 2008.

ARTÍCULO 7. Que por la presente se resuelve, determina y declara para el Acta que los siguientes candidatos recibieron más de la mitad del total de los votos válidos emitidos y, por consiguiente, se les otorga los debidos certificados de elección:

ALCALDE
Scruggs, Elaine
DISTRITO DE CACTUS
Lieberman, Phil
DISTRITO DE SAHUARO
Frate, Steven
DISTRITO DE YUCCA
Clark, Joyce

ARTÍCULO 8. Que por la presente se resuelve, determina y declara para el Acta que, en cuanto a la Proposición No. 404 (Mejor Boleta Glendale), la mayoría de los votos emitidos no favorecieron la enmienda del Artículo IX de la Carta Municipal, para cambiar el método de votación para puestos municipales.

ARTÍCULO 9. Que por la presente se resuelve, determina y declara para el Acta que no será necesario celebrar una segunda ronda de elecciones para los puestos de Alcalde o Concilio.

ARTÍCULO 10. Que se le ordene y autorice a la Secretaría a enviar una copia certificada de la presente Resolución para su inscripción en la Oficina de Registros del Condado de Maricopa.

ACEPTADA, ADOPTADA Y APROBADA por el Alcalde y el Concilio de la Ciudad de Glendale, Condado de Maricopa, Arizona, este 10º día de septiembre, 2008.

ALCALDE
ATESTIGUA:

Secretaría (SELLÓ)
APROBADA EN CUANTO A FORMA:

Abogado de la Ciudad
REVISADO POR:

Gerente de la Ciudad
Publiat The Glendale Star
March 26, 2015

Exhibit 10 – Notice of Request for Proposal (RFP)

6.5 column inches @\$1.95 per column inch
Cost per publication: \$12.68



**NOTICE OF REQUEST FOR PROPOSALS
CITY OF GLENDALE
AIRPORT APRON REHABILITATION
AND LIGHTING IMPROVEMENTS
Project No. 131408
CONSULTING SERVICES**

The City of Glendale is seeking a qualified consulting firm, or team, to provide design, preliminary cost estimating, permitting approvals and construction administration services for the rehabilitation of the aircraft parking apron for the Glendale Municipal Airport. All improvements will be designed and constructed in conformance with applicable FAA specifications and Advisory Circulars. The estimated construction cost for this project is approximately \$2,000,000.

PROJECT DESCRIPTION

The Glendale Municipal Airport is located at 6801 North Glen Harbor Boulevard. The airport was constructed in 1966 and since this time the airport apron area has received several pavement treatments. The qualified consultant shall investigate the apron pavement to determine the level of rehabilitation required. There is approximately 48,500 square yards of existing aircraft parking apron and related taxi lanes in the airport center ramp area that needs to be evaluated. The project will also include the associated apron markings, aircraft tie-down restoration, and reconfiguring the apron lighting to maximize aircraft parking.

SCOPE OF WORK

The Engineer will work closely with the City, Airport staff, FAA and ADOT during the design and construction phases of this project. The City will utilize the services of the Engineer for programming, design, construction administration and cost estimating. This project will require the following professional services: civil, surveying, environmental, geotechnical and electrical. The Engineer will be required to prepare and submit all required FAA and ADOT forms associated with this project. The Engineer, if requested by the City, may also be required to make presentations, conduct public meetings and other related public involvement activities. The City reserves the right to delete any services not required and to initiate additional procurement action for any of the services included in this initial procurement.

PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be held on Thursday, October 10, 2013, at 10:00 a.m., in the Glendale Municipal Airport 2nd floor conference room, 6801 N. Glen Harbor Boulevard. At this meeting staff will discuss the scope of work, general contract issues and respond to questions from the attendees. Because City staff may not have time to respond to individual inquiries regarding the scope outside of this pre-submittal conference, it is recommended that interested firms send a representative to this pre-submittal conference.

REQUEST FOR PROPOSAL PACKET

The RFP packet can be obtained at the City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, AZ 85301, Office: (623) 930-3630 / Fax: (623) 930-2861.

To request that a copy of the RFP packet be sent to your firm through the U.S. Mail or by courier service, fax or mail your request on your company letterhead referencing to this RFP to the City of Glendale Engineering Department. If requesting to use a courier service the requestor must pay for and provide courier-shipping information.

To request the RFP Packet by email, please email both Kathy Mitchell at KMitchell@glendaleaz.com and Michelle Lizarraga at MLizarraga@glendaleaz.com referencing this RFP.

Firms requesting an RFP Packet from the Engineering Department will be included on the Request for Proposal Holders List, however, the City accepts no responsibility for receipt of the RFP packets.

Questions pertaining to the RFP or consultant selection process should be directed in writing or emailed to Bill Passmore, Engineering Department, City of Glendale, 5850 West Glendale Avenue, Glendale, AZ 85301, or bpassmore@glendaleaz.com.

The RFP submittal date is: Friday, October 18, 2013, no later than 2:00 p.m. Any proposal received after this time will not be considered and will be returned to the consultant.

CITY OF GLENDALE, ARIZONA
March 26, 2015

Exhibit 11 - Notice of Ordinance (Long Version)

33.5 column inches @\$1.95 per column inch Cost per publication: \$65.33



ORDINANCE NO. 2666 NEW SERIES
AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, (1) AUTHORIZING THE EXECUTION AND DELIVERY OF A GROUND LEASE AND A 2008 LEASE AGREEMENT WITH WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION RELATING TO THE FINANCING OF A SPRING TRAINING FACILITIES FOR MAJOR LEAGUE BASEBALL, RELATED FACILITIES AND OTHER PUBLIC INFRASTRUCTURE; (2) PLEDGING CERTAIN ASSETS AND INTERESTS IMPOSED OR RECEIVED BY THE CITY; (3) IMPROVING THE FORM OF AND REQUESTING THE EXECUTION AND DELIVERY BY WESTERN LOOP 101 PUBLIC FACILITIES CORPORATION OF A GROUND LEASE AND A 2008 LEASE AGREEMENT WITH RESPECT TO THE SALE OF SUCH BONDS; (4) DELEGATING TO THE CITY MANAGER OR THE CHIEF FINANCIAL OFFICER OF THE CITY THE AUTHORITY TO DESIGNATE BY SERIES THE FINAL PRINCIPAL AMOUNT, MATURITIES, INTEREST RATES AND OTHER MATTERS WITH RESPECT TO SUCH BONDS; (5) AUTHORIZING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS ORDINANCE, INCLUDING THE EXECUTION OF CERTAIN DOCUMENTS AND THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT; AND (6) DECLARING AN EMERGENCY.

WHEREAS, the Western Loop 101 Public Facilities Corporation, (the "Corporation"), a nonprofit corporation, is authorized and empowered, among other things (a) to issue its special obligation bonds for the purposes of assisting the City of Glendale, Arizona, (the "City") in acquiring and constructing certain municipal improvements and otherwise incurring expenses to improve the use of certain municipal facilities; (b) to enter into a lease and a ground lease and other necessary documents and to provide for rentals sufficient to pay the principal of and premium, if any, and interest on such bonds; (c) to secure such bonds as provided for herein; and (d) to effect this Ordinance and enter into the Series 2008 Ground Lease and the Series 2008 Lease Agreement, all as hereinafter defined, upon the terms and conditions provided herein and therein; and

WHEREAS, the City has determined that it is beneficial to its citizens to design, acquire, construct and equip certain spring training facilities for major league baseball and other infrastructure on the land associated with the spring training facilities (the "2008 Stadium Property" and the "2008 Stadium Project", respectively) and to design and construct certain public infrastructure necessary to support the spring training facilities (the "2008 Infrastructure Project" and together with the "2008 Stadium Project", the "2008 Project"); and

WHEREAS, the Board of Directors of the Corporation has indicated that they desire to assist the City in financing the 2008 Project and financing certain new costs among other things;

WHEREAS, in order to finance the 2008 Project, the Corporation and the City deem it necessary and desirable for the Corporation to issue additional Bonds with the same or similar characteristics as the Third Lien Excise Tax Revenue Bonds, Series 2008A (the "2008A Bonds"), Third Lien Excise Tax Revenue Bonds, Series 2008B (the "2008B Bonds") and Third Lien Excise Tax Revenue Bonds, Series 2008C (the "2008C Bonds") and together with the 2008A Bonds and 2008B Bonds, collectively, the "2008 Bonds", of which one or more series may be issued as taxable 2008 Bonds, to be issued pursuant to the Series 2008 Trust Indenture dated as of October 1, 2008 (the "Indenture"); and

WHEREAS, in connection with the execution and delivery of the 2008 Bonds, the Corporation shall enter into a Series 2008 Ground Lease and a Series 2008 Lease Agreement, each dated as determined by the City Manager or Chief Financial Officer as provided herein (the "Lease Agreement") with the City pursuant to which the City leases the 2008 Stadium Property to the Corporation, and the Corporation leases the 2008 Stadium Property to the City and the City agrees to make lease payments to secure the 2008 Bonds, respectively; and

WHEREAS, the City Manager or Chief Financial Officer will determine the underwriters of the Bonds as provided herein (collectively, the "Original Purchaser"), who will offer to purchase, if executed and delivered, the 2008 Bonds pursuant to a Bond Purchase Agreement (the "Purchase Agreement"), by and among the Corporation, the Original Purchaser and the City, and the proceeds of the sale thereof will be applied for costs of the 2008 Project; and

WHEREAS, the City will pledge its Unrestricted Excise Taxes (as defined in the Lease Agreement) to the payment of its rental payments under the Lease Agreement, but on a basis subordinate to the City's Senior Obligations and Subordinate Obligations (as each such term is defined herein) as more fully described herein and in the Basic Documents (defined below); and

WHEREAS, there have been presented to the City Council of the City at the meeting of the

City Council of the City at which this Ordinance is being adopted (i) the proposed form of 2008 Ground Lease; (ii) the proposed form of the Lease Agreement; (iii) the proposed form of the Continuing Purchase Agreement; (iv) the proposed form of the proposed form of the Indenture (including the forms of the 2008 Bonds) (the items above referred to herein collectively as the "Basic Documents") and the form of Preliminary Official Statement to be distributed in connection with the sale of the 2008 Bonds (the "Preliminary Official Statement"); and

WHEREAS, the Corporation has not made and does not intend to make any profit by reason of any business or venture in which it may engage or by reason of the assistance it renders the City in financing the 2008 Project, and no part of the net earnings of the Corporation, if any, shall ever inure to the benefit of any person, firm or corporation except the City; and

WHEREAS, this Council desires to authorize the execution and delivery of the Basic Documents and such other documents as may be necessary in connection with the execution and delivery of said Basic Documents, the pledge of Unrestricted Excise Taxes (as defined herein) for the payment of the amounts due under the Lease Agreement and the issuance of the 2008 Bonds;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GLENDALE, ARIZONA, THAT:

SECTION 1. In addition to words and terms elsewhere defined in this Ordinance, the capitalized words and terms used herein shall have the meaning given in Article 1 of the Lease Agreement.

SECTION 2. The lease of the 2008 Stadium Property from the City to the Corporation as set forth in the 2008 Ground Lease and the lease of the 2008 Stadium Property from the Corporation as set forth in the Lease Agreement is hereby reaffirmed; and the rent specified in the Lease Agreement for the 2008 Project for those periods specified in the Lease Agreement (the "Lease Payments") will at least be sufficient to pay the principal and interest on the 2008 Bonds and other obligations secured by the Lease Agreement and the Lease Agreement as hereby approved (but subject to the limitations on the source of City payments as set forth in Section 3). The Mayor and City Clerk of the City are hereby authorized and directed to execute the 2008 Ground Lease and the Lease Agreement on behalf of the City in substantially the form on file with the City Clerk and presented to this Council with such modifications, insertions and changes as may be approved by the executing officials, which approval shall be conclusively evidenced by their execution of the Lease Agreement.

SECTION 3. For the payment of the Lease Payments and other amounts due and payable under the Lease Agreement authorized in Section 2 hereof there are hereby pledged to the Corporation and subordinate to the City's Senior Obligations and Subordinate Obligations, the City's Unrestricted Excise Taxes. It is intended that this pledge of Unrestricted Excise Taxes will be sufficient to make the Lease Payments pursuant to the Lease Agreement and the City agrees and covenants to make said Lease Payments from such Unrestricted Excise Taxes, except to the extent that it chooses to make such payments from other funds, as permitted by law. Neither the Lease Agreement nor the promise to pay pursuant hereto nor the 2008 Bonds constitute a general obligation of the City nor shall the City be liable for the payments under the Lease Agreement from ad valorem taxes.

SECTION 4. The City Council of the City hereby finds and determines that the financing of the 2008 Project pursuant to the terms of the 2008 Ground Lease and the Lease Agreement and the issuance of the 2008 Bonds are in furtherance of the purposes of the City and in the public interest will enhance the standard of living within the City and within the State. The City Council of the City hereby increases the authorized amount of Bonds that may be issued by the Corporation to an amount not to exceed \$200,000,000.

The City Council of the City hereby restates its approval of the purposes and activities of the Corporation and the issuance of the 2008 Bonds by the Corporation and reaffirms its agreement to accept title to the 2008 Stadium Property upon discharge of the obligations related thereto, as provided in the Lease Agreement.

SECTION 5. The City hereby amends Resolution No. 4075 New Series, which authorized the creation of the Corporation, by increasing the amount of bonds that the Corporation may issue to \$200,000,000 total.

The City hereby approves the issuance and delivery of the 2008 Bonds, as hereinafter described, by the Corporation in an aggregate principal amount not to exceed \$200,000,000.

The 2008 Bonds shall be in the denomination of \$5,000 or any integral multiple thereof, shall be dated as determined by the Chief Financial Officer of the City, shall bear interest from such date payable on January 1 and July 1 of each year, commencing as determined by the Chief Financial Officer, and shall be fully registered bonds without coupons. The 2008 Bonds shall bear interest at an average rate per annum not to exceed 9.09% and shall mature on July 1 in the years determined by the Chief Financial Officer but not later than 2038.

The terms, terms and provisions of the 2008 Bonds and the provisions for the interests, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Indenture and are hereby approved.

The City Manager or Chief Financial Officer of the City are hereby authorized and directed to determine on behalf of the City and the Corporation by

applicable series: (i) the principal amount of the 2008 Bonds; (ii) the final maturity schedule of the 2008 Bonds; (iii) the provisions for redemption in advance of maturity or payment of the 2008 Bonds; (iv) the interest rate on the 2008 Bonds; (v) the sales price and terms of the purchase of the 2008 Bonds (including the underwriter's discount (which shall not exceed 1% of the aggregate principal amount of the 2008 Bonds) and the original issue discount or premium); (vi) the Series 2008A Bonds and Series 2008B Bonds; and (vii) the provisions for a revenue stabilization fund and/or contingency amount, if any, it deemed to be in the best interests of the City.

Each series of Bonds may be issued as tax exempt or taxable as determined by the Chief Financial Officer of the City. The City Financial Officer may determine to issue only the Series 2008A Bonds and Series 2008B Bonds. If no Series 2008C Bonds are issued, references therein to such Bonds shall have no force and effect.

The provisions for redemption of the Bonds shall be as set forth in the Purchase Contract and the Indenture.

The forms and other terms and provisions of the 2008 Bonds and the provisions for the signature, authentication, payment, registration, transfer, exchange and number shall be as set forth in the Indenture and are hereby approved.

SECTION 6. The City Manager or the Chief Financial Officer of the City are hereby authorized and directed to select the underwriter(s) of the Bonds provided that any such underwriter shall have net capital in excess of \$10,000,000 and has served as a senior manager or co-manager on an Arizona issue within the last twelve months, if the underwriter(s) have been selected as of the date of this Ordinance, the names of such underwriters shall be as set forth on Exhibit I. The 2008 Bonds shall be sold to the Original Purchaser pursuant to the Purchase Agreement (in a form satisfactory to the City and its counsel) and execution of such Purchase Agreement is hereby authorized and approved.

SECTION 7. The forms, terms and provisions of the Basic Documents, in substantially the forms of such documents (including the exhibits thereto) presented at the meeting of the City Council of the City at which this Ordinance is being adopted, are hereby approved. The Mayor, City Clerk or other member of the City Council of the City are hereby authorized and directed to execute and deliver, and the City Clerk of the City to attest, the Basic Documents, with such insertions, omissions and changes as shall be approved by the Mayor or the Chief Financial Officer of the City, the execution of such documents being conclusive evidence of such approval and particularly of approval and acceptance of the covenants contained therein by the City Council of the City on behalf of the City.

SECTION 8. The City Council of the City hereby requests the Corporation to take any and all action necessary in connection with the execution and delivery of the Basic Documents and directs that the Corporation execute and deliver the Basic Documents and any other documents necessary in connection therewith and hereby acknowledges that the Corporation is acting on behalf of and at the direction of the City for all purposes described herein.

SECTION 9. The City Manager or Chief Financial Officer is authorized to enter into such agreements as he deems necessary in connection with obtaining bond insurance or a reserve fund surety bond, if any.

All actions of the City related to preparing and distributing the Preliminary Official Statement are hereby approved and the portions of the Preliminary Official Statement regarding the 2008 Bonds which concern and describe the City are hereby approved and the City Manager or the Chief Financial Officer is hereby authorized and directed to execute the same and any required certificates as to the accuracy and completeness of said Official Statement descriptions of the City.

SECTION 10. The Preliminary Official Statement in substantially the form submitted to the City is approved and the distribution of the same is hereby approved. The Preliminary Official Statement is "deemed final" (except for permitted omissions), by the City as of its date for purposes of SEC Rule 15c212(b)(1) and a final official statement will be prepared and distributed to the Original Purchaser for purposes of SEC Rule 15c212(b)(3) and (4). Either the Mayor, City Manager or Chief Financial Officer of the City is authorized and directed to execute and deliver on behalf of the City and in his or her official capacity, the Official Statement, with such modifications, changes and supplements as either the Mayor, City Manager or Chief Financial Officer of the City shall determine to be necessary or desirable for its purposes. The Mayor, City Manager or Chief Financial Officer of the City is authorized to use and distribute, or authorize the use and distribution of, the Official Statement and any supplements thereto as so signed in connection with the original issuance of the 2008 Bonds as may in his or her judgment be necessary or appropriate. The references to the City contained in the Preliminary Official Statement and final Official Statement relating to the 2008 Bonds are hereby authorized and approved.

SECTION 11. The Mayor, the City Manager, the Deputy City Manager, the Clerk and the Chief Financial Officer of the City are hereby authorized and directed to do all such acts and things to execute, acknowledge and deliver all such documents (including, without limitation, tax compliance certificates, security agreements and financial statements or supplements to such documents and all closing documents) as may in their discretion be

deemed necessary or desirable to carry out and comply with the terms, provisions and intent of this Ordinance, and the Basic Documents and all exhibits to any of the foregoing. All of the acts of the officers of the City which are in conformity with the intent and purposes of this Ordinance, whether heretofore or hereafter taken or done, shall be and the same are hereby ratified, confirmed and approved in all respects.

SECTION 12. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the 2008 Bonds designated as "tax-exempt" (the "Tax-Exempt Bonds") in such manner and to such extent as may be necessary so that (a) the Tax-Exempt Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Section 141, 148 or 149 of the Internal Revenue Code of 1986, as amended; (the "Code"); or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest thereon will not be treated as a preference item under Section 57 of the Code. The Mayor or the Chief Financial Officer, as the fiscal officer, or any other officer having responsibility for issuance of the Tax-Exempt Bonds shall, alone or with any other officer or employee or consultant to the City, give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Tax-Exempt Bonds, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Tax-Exempt Bonds, the facts, circumstances and estimates on which they are based and other facts and circumstances relevant to the tax treatment of interest on the Tax-Exempt Bonds.

The City covenants (a) that it will take or cause to be taken such actions which may be required of it for the interest on the Tax-Exempt Bonds to be and remain excluded from gross income for federal income tax purposes; (b) that it will not take or authorize to be taken any actions which would adversely affect that exclusion and (c) that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Tax-Exempt Bonds to the governmental purpose of the borrowing; (ii) restrict the yield on investment property; (iii) make timely and adequate payments to the federal government; (iv) maintain books and records and make calculations and reports; and (v) refrain from certain uses of those proceeds and, as applicable, if property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Mayor, the Chief Financial Officer and other appropriate officers are hereby authorized and directed to take any and all such actions, make calculations and reports and make or give such reports and certifications, as may be appropriate to assure such exclusion of that interest.

SECTION 13. After any of the 2008 Bonds are delivered by the Trustee to the Original Purchaser upon receipt of payment therefor, this Ordinance shall be and remain irrevocable until the 2008 Bonds and the interest thereon shall have been fully paid, canceled and discharged.

SECTION 14. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 15. All orders and Ordinances or parts thereof inconsistent herewith are hereby waived to the extent only of such inconsistency. This waiver shall not be construed as reviving any order or Ordinance or any part thereof.

SECTION 16. That pursuant to the Facilities Development Agreement, the Teams (as defined in the Facilities Development Agreement) and its affiliated organizations, are required to make certain contributions ("Team Deposits") necessary for the development of the 2008 Stadium Project (as defined in the Lease Agreement) to the extent development costs in excess of the city commitment amount. The Team Deposits are currently expected to not exceed \$30,000,000. The Council hereby expresses its official intent pursuant to Treasury Regulation section 1.141-4(c)(9)(iv) that such Team Deposits are to be allocated to equity for the 2008 Stadium Project. The Council may amend this Ordinance to reflect revised estimates of costs.

SECTION 17. The immediate operation of the provisions of this Ordinance is necessary for the public peace, health and safety of the residents and citizens of the City for the reason that the bonds herein authorized must be sold at the earliest possible time in order to obtain the most advantageous interest rate (including that certain of the 2008 Bonds will be sold on a tax-exempt basis subject to customary exceptions) on the 2008 Bonds; an emergency is, therefore, declared to exist, and this Ordinance shall be in full force and effect immediately upon its passage and adoption by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State.

PASSED, APPROVED AND ADOPTED BY THE Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 23rd day of September, 2008.

Elana M. Scroggs
Mayor

ATTEST:
Pamela Hanna
City Clerk

APPROVED AS TO FORM:
Chris Tindal
City Attorney

REVIEWED BY:
Ed Beasley
City Manager

Publish The Glendale Star
March 26, 2015

Exhibit 12 – Public Hearing Notice

19 column inches @\$1.95 per column inch

Cost per publication: \$37.05



**CITY OF GLENDALE
NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN THAT the City of Glendale City Council will hold a public hearing on September 9, 2014, at 6:00 p.m. in the Glendale Council Chambers Building, 5950 West Glendale Avenue, Glendale, Arizona, to hear the following:

AN-173:

A portion of the southeast quarter of Section 12, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Commencing at the south quarter corner of said Section 12, monumented by a Maricopa County aluminum cap in pot hole, from which the southeast corner of said Section 12, monumented by a 2003 Maricopa County aluminum cap in hand hole stamped "LS 25891" bears as a basis of bearing South 89 degrees 30 minutes 14 seconds East, 2,633.08 feet;

Thence along said south line of said Section 12, South 89 degrees 30 minutes 14 seconds East, 612.58 feet;

Thence departing said south line, North 00 degrees 29 minutes 46 seconds East, 33.00 feet to the north line of the south 33.00 feet of said southeast quarter and the Point of Beginning;

Thence departing said north line, along the new right-of-way line of State Route 303L, as shown on the Final RW Plans for Arizona Department of Transportation Project No. 303-A(209)N, North 89 degrees, 14 minutes, 25 seconds West, 170.35 feet;

Thence North 86 degrees 14 minutes 06 seconds West, 271.84 feet;

Thence North 12 degrees 13 minutes 58 seconds West, 150.04 feet;

Thence North 00 degrees 07 minutes 22 seconds East, 146.14 feet;

Thence North 02 degrees 01 minutes 22 seconds West, 1009.52 feet;

Thence North 04 degrees 00 minutes 09 seconds East, 866.57 feet;

Thence North 00 degrees 58 minutes 09 seconds East, 350.37 feet;

Thence South 89 degrees 01 minutes 51 seconds East, 150.00 feet;

Thence North 00 degrees 58 minutes 09 seconds East, 38.88 feet to the east-west mid-section line of said Section 12;

Thence departing said new right-of-way line, along said east-west mid-section line, South 89 degrees 44 minutes 53 seconds East, 990.98 feet to the northeast corner of the northwest quarter of the southeast quarter of said Section 12;

Thence departing said east-west mid-section line, along the east line of said northwest quarter of the southeast quarter of Section 12, South 00 degrees 08 minutes 47 seconds West, 1332.88 feet to the southeast corner of said northwest quarter of the southeast quarter of said Section 12, said corner also being the northwest corner of the southeast quarter of the southeast quarter of said Section 12;

Thence departing said east line, along the north line of said southeast quarter of the southeast quarter of Section 12, South 89 degrees 37 minutes 33 seconds East, 1,284.20 feet to the west line of the east 33.00 feet of said southeast quarter of the southeast quarter of Section 12;

Thence departing said north line, along said west line, South 00 degrees 10 minutes 32 seconds West, 1,302.81 feet to the north line of the south 33.00 feet of the southeast quarter of said section 12;

Thence departing said west line, along said north line, North 89 degrees 30 minutes 14 seconds West, 1,987.31 feet to the Point of Beginning;

And that portion of the following described property, in the Southwest quarter of the Northeast quarter Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89 degrees 30 minutes 14 seconds West, 2,633.08 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS29891" marking the Northeast corner of said section 13;

Thence along the north-south mid-section line of said Section 13, South 00 degrees 15 minutes 39 seconds West, 1323.13 feet;

Thence South 89 degrees 31 minutes 45 seconds East 100.76 feet, to Point of Beginning;

Thence South 89 degrees 31 minutes 45 seconds East, 1215.47 feet;

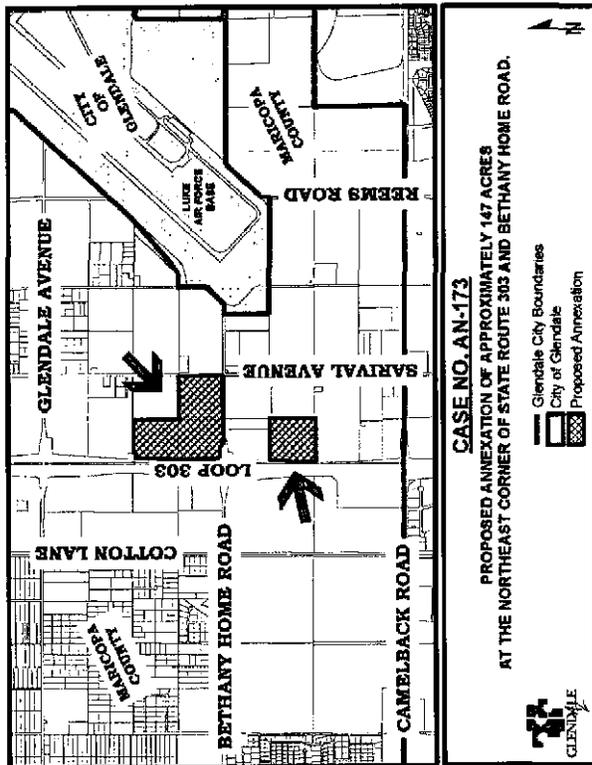
Thence South 00 degrees 13 minutes 19 seconds West, 1322.55 feet;

Thence North 89 degrees 33 minutes 15 seconds West, 1770.12 feet;

Thence along the new right-of-way line of State Route 303L, North 00 degrees 15 minutes 39 seconds East, 570.80 feet;

Thence North 04 degrees 53 minutes 15 seconds East, 654.09 feet to Point of Beginning.

The area described above encompasses approximately 147 acres and includes private property and the dedicated county roads located within the area. A complete description of the property to be annexed, along with a map of the area, can be obtained from the Planning Division, City of Glendale, 5950 West Glendale Avenue, Glendale, Arizona. Staff contact: Thomas Ritz (Municipal Planning Area).



CASE NO. AN-173
PROPOSED ANNEXATION OF APPROXIMATELY 147 ACRES
AT THE NORTHEAST CORNER OF STATE ROUTE 303 AND BETHANY HOME ROAD.

Glendale City Boundaries
 City of Glendale
 Proposed Annexation



Copies of all applications, exhibits, documents, and complete legal descriptions of the affected parcels are available for public review at the Development Services Department, 5950 West Glendale Avenue, 2nd Floor, Glendale, Arizona, between the hours of 8:00 a.m. and 5:00 p.m., weekdays. For further information, please call the staff contact listed for each application at (623) 930-2800. Interested parties are invited to attend and participate in the public hearing. If you require special accommodations due to a disability, please contact Diana Figueroa at (623) 930-2808 or dfigueroa@glendaleaz.com at least three working days prior to the meeting. Hearing impaired persons should call (623) 930-2197.

CITY OF GLENDALE
 Brenda S. Fischer, ICMA-CM
 City Manager

Publish The Glendale Star
 March 26, 2015

The Glendale Star - Peoria Times

glendalestar.com - peoriatimes.com

January 5, 2015

Ms. Connie Schneider, C.P.M.
Purchasing Materials Management Division
City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301-2599

Dear Ms. Schneider,

Thank you for the opportunity to submit a bid for the City of Glendale's Official Legal Advertising, Solicitation Number **IFB 15-32**. As *Glendale's Community Weekly since 1978*, **The Glendale Star** is the ideal medium to maximize the city's reach to local residents while minimizing the expense of its legal and public notice advertising, fulfilling all publication requirements as established by city charter and defined by state law.

As a paid-subscription newspaper of general circulation, **The Glendale Star** meets the publication criteria and legal requirements for all public notice advertising as established by Arizona statute for Maricopa County, as well as Article VIII, Section Six of the Glendale City Charter. Owned and operated by Pueblo Publishers, Inc., **The Star** is the only newspaper that delivers more than 36 years of exclusive citywide publishing experience. **The Glendale Star** has published more legal and public notice advertising for the City of Glendale than any other newspaper in Maricopa County.

Established as a paid-circulation, community weekly in December 1978, **The Glendale Star** is independently owned and operated by its parent company, Pueblo Publishers, Inc. Delivered primarily by mail, **The Star** currently maintains an 80 percent paid distribution as verified by the United States Postal Service's most recent annual audit, PS Form 3526, 9-15-2014.

Published weekly every Thursday morning since December 1978, **The Glendale Star** has proudly maintained its designation as the official newspaper of record for the City of Glendale. Our independent, family-owned and operated corporation also produces, publishes and distributes the **Peoria Times**. The **Times** is recognized as the official newspaper of record for the City of Peoria. In addition, we routinely place and publish legal and public notice advertising for major institutions and government agencies such as the Arizona State Land Department, Arizona Department of Transportation, Arizona State and Northern Arizona University, as well as the Town of Youngtown, local law offices, area corporations and individual residents throughout the Valley.

The Glendale Star is delivered by Periodical Mail, Publication Number PE 998340, United States Postal Service, to paid subscribers comprised of single family homes, local businesses and area agencies located throughout the city of Glendale. **The Star** is also distributed in Phoenix, Peoria, Sun City and Luke Air Force Base. It is available through local convenience stores, paid newsstand locations and select bulk delivery drops. As of the Jan. 1, 2015 issue, our current paid mailing list reflects a total of 5,365 subscribers served by direct mail delivery within the municipal boundaries of the City of Glendale. A detailed breakdown by zip code is enclosed for your reference.

The Glendale Star is also distributed through a combination of 17 newsstand and counter sales locations with a paid circulation of approximately 250 copies weekly. An additional 985 complimentary copies are delivered to 28 bulk drops of key public, private and commercial locations strategically situated throughout the city. The cumulative total of paid subscribers, newsstand and counter sales distribution, and bulk deliveries combine for an average weekly circulation of 6,600 copies.

The Glendale Star is published and distributed Thursday morning. The regular deadline for submitting legal advertising placements is 4 p.m. Thursday prior to publication. In order to provide the City of Glendale maximum flexibility in the scheduling, processing and placement of its legal advertising, we will extend a final

deadline of 12 noon Monday prior to publication. In addition, we will make every effort to accommodate emergency ad placement and publication requests subsequent to the established deadlines and prior to final printing.

Our legal advertising and public notice clerk, Kelly Lyons, will serve as your direct contact. Ads may be scheduled and placed at your convenience by email, phone, fax or mail. You can reach Kelly by phone at 623-847-4600, by email at notices@star-times.com, or by fax at 623-842-6013. The preferred formats for electronic submissions are Word, Excel and PDF files.

The Glendale Star is published in a six-column by 16-inch tabloid format. A single column inch width measure is 1.583 inches wide by one inch long. All notices will be published using five and one half (5.5) point type solid, no additional leading, unless otherwise specified. All legal advertising notices, both in-column and display, will be priced at a rate of \$1.95 per column inch for each publication. A notarized affidavit of publication and actual newspaper clipping will be provided for each notice placed as proof of publication.

Priced significantly below our retail advertising rates, the proposed legal advertising price reflects the philosophy and purpose we embrace as an established public information provider and active community advocate. We view print legal advertising as a vital and effective form of public communication. It is imperative to the lives and livelihoods of the citizens directly impacted by their city's decisions and actions. We have aggressively priced these required advertisements in order to minimize the city's expense, yet maximize the exposure of its local ordinances, resolutions and notices to the largest possible penetration of Glendale residents and business owners.

Thank you for your review and consideration of this bid. We sincerely value the professional relationships we have established over more than three and one half decades of service to the community and enthusiastically welcome the opportunity to provide the City of Glendale with the highest level of quality, value and service for all of its legal advertising placements. If you have any questions or require additional information of any kind, please contact me directly.

Sincerely,

William E. Toops
Publisher/General Manager

Pueblo Publishers, Inc.

7122 N. 59th Ave., Glendale, Arizona 85301 623-842-6000 FAX 623-842-6013

The Glendale Star - Peoria Times

glendalestar.com - peoriatimes.com

The Glendale Star
Subscription Mailing List
January 1, 2015 Issue

<u>Zip Code</u>	<u>Mailed Copies</u>
85301	1,436
85302	962
85303	375
85304	740
85305	322
85306	523
85307	90
85308	652
85309	85
85310	132
85311	21
85312	22
85318	5
1-1-2015 Mailing List Total	5,365

Pueblo Publishers, Inc.

7122 N. 59th Ave., Glendale, Arizona 85301 623-842-6000 FAX 623-842-6013

The Glendale Star - Peoria Times

glendalestar.com - peoriatimes.com

The Glendale Star Legal Advertising References

City of Peoria
City Clerk's Office
Linda Blas
8401 W. Monroe
Peoria, AZ 85345
623.773.7360

Linda.Blas@peoriaaz.gov

Town of Youngtown
Town Clerk's Office
Letty Goldberg
12030 Club House Square
Youngtown, AZ 85363
623.933.8286

LGoldberg@youngtownaz.org

Northern Arizona University
Capital Assets & Services
Eileen Michelle Brown
PO Box 5637
Flagstaff, AZ 86011
928.523.3839
eileen.brown@nau.edu

Arizona State University
Pamela Thompson Lefkowitz
PO Box 875212
Tempe, AZ 85287-5212
480.965.3665
Pamela.Thompson2@asu.edu

Arizona Newspapers Association
Executive Director
Paula Casey
1001 N. Central Avenue, Suite 670
Phoenix, AZ 85004-1947
602-261-7655, Ext. 102
p.casey@annews.com

Pueblo Publishers, Inc.

7122 N. 59th Ave., Glendale, Arizona 85301 623-842-6000 FAX 623-842-6013

EXHIBIT B
Pueblo Publishers, Inc. IFB 15-32

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Per column inch of print not to exceed \$1.95 per column inch.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$N/A.

DETAILED PROJECT COMPENSATION

Pursuant to IFB-15-32 and Contractor's Bid/Offer, all as attached as **Exhibit A**.

EXHIBIT C

Pueblo Publishers, Inc. IFB 15-32

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, L.L.C, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.

2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.

2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.

4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.